



# **FRAMEWORK AGREEMENT FOR THE CASHSENTINEL MARKETPLACE PAYMENT SERVICE**

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## **Between:**

The submerchant of a Marketplace, legal entity acting for professional purposes and for its account as a submerchant of the Marketplace of goods or services via the Solution, registered or residing in a Member State of the European Union or party to the European Economic Area,

Hereinafter referred to as the “**Submerchant(s)**”.

## **And**

CashSentinel France, “société par actions simplifiée” (simplified joint-stock company, or “SAS”), registered under number 817 634 637 RCS PARIS, with share capital of €15’000, and whose address 21 place de la République 75003 Paris, France, hereinafter referred to as “**CashSentinel**”, acting as payment service agent (registered under number 817634637), mandated by OKALI and acting on behalf of the latter in conclusion of this Agreement. OKALI is an SAS registered under number 890111776, and whose head office is located at 50 rue La Boétie, 75008 Paris, France, and certified by the Autorité de Contrôle Prudentiel et de Régulation (French Authorisations, Licensing and Regulation Directorate, or “ACPR”, [www.acpr.banque-france.fr](http://www.acpr.banque-france.fr), 4 Place Budapest, CS 92459, 75436 Paris Cedex 09), and accredited in France as an electronic money institution (interbank code (CIB): 17448), hereinafter referred to as the “Institution”. The accreditation of OKALI as an electronic money institution and of CashSentinel as an agent may be verified at any time online at [www.regafi.fr](http://www.regafi.fr).

Hereinafter collectively referred to as the “**Parties**” to this Agreement.

## **1) Preamble**

**The company CashSentinel operates a payment solution hereinafter referred to as the “Solution”,** provided to the Submerchant and enabling them to receive payments into their Payment Account for the purchase of goods and services sold.

The Solution records Payment Operations received by the Submerchant into their Payment Account and allows them to transfer the corresponding amounts to their Bank Account, after deduction of the Fees payable to CashSentinel.

The Submerchant may use their Payment Account to pay any Commission to third parties.

**Some related services may be subject to additional agreements between the Parties.**

## **2) Definitions**

**Agreement:** Means the current framework agreement for Payment Services between the Submerchant and CashSentinel, acting as agent for the Institution to govern the procedures for providing Payment Services.

**AML/CTF:** Means Anti-Money Laundering/Combating the Financing of Terrorism.

**Available Balance:** Means the balance of the Payment Account after deduction of outstanding Payment Operations and required Fees owed. “Pending” Transactions are not part of the available Balance.

**Authentication:** Means the procedures defined by the Institution and CashSentinel to verify the identity of the Submerchant, or User, or the validity of a Payment Order. These procedures include the use of the Customer’s Personalised Security Data.

**Bank Account:** Means an account open in the Submerchant’s name on the books of a banking institution located in a member country of the European Economic Area.

**Business day(s):** Means the period starting Monday and ending Friday, excluding public holidays, and French banking holidays.

**Card:** Means any payment card (VISA, Mastercard, Bancontact, UnionPay, JCB, Diners, Discover, etc) issued by a payment service provider that allows the holder to withdraw or transfer funds.

**Commission:** Means Transfer Orders debited from the payment Account, and initiated by the Submerchant or an agent to pay fees owed by him to a third party in accordance with the terms agreed between them.

**Customer:** Means any natural or legal entity paying for goods and/or services offered by the Submerchant through the Solution. In no case whatsoever shall the Customer be user of Payment Services. He or she is therefore not a customer of the Institution.

**Fees:** Means the fees billed by CashSentinel for providing Payment Services to the Submerchant.

**Form:** Refers to the CashSentinel online form by which the Submerchant completes and transmits the requested information and documents in order to open his Payment Account.

**Interbank network:** Means an organisation that defines the rules for using Cards on its network.

**CashSentinel Portal:** the website <https://portal.cashsentinel.com> operated by CashSentinel, to which the Submerchant can connect in order to access their Personal Space.

**Login Information:** Means the identifier and password, which permit Authentication by the Submerchant for accessing their Personal Space on the CashSentinel Portal platform and which are part of the Personalised Security Data.

**Marketplace-Merchant:** Means the legal entity providing the Submerchant with its platform for the sale of its goods or services and using the Solution.

**Payment Account or Account:** Means the Payment Account opened by the Institution in the Submerchant’s name and used for conducting Payment Operations.

**Payment Method:** Means a Card, or any other payment method acceptable to the Solution, that can be used by the Customer to give a Payment Order to the Issuer of a Payment Method.

**Payment Operation:** Means any transfer of funds executed by the Payment Method issuer credited to the Submerchant’s Payment Account following transmission of a Payment Order by the Customer using a Payment Method.

**Payment Order:** Means a payment instruction given by a Customer to a Submerchant through a Payment Method.

**Payment Order by Card:** Means a Payment Order made by a Customer by Card on a payment webpage provided by CashSentinel to the Institution acting as acceptor for the Submerchant.

**Payment Services:** Means services as defined in Article L314-1 II of the French Monetary and Financial Code, and provided by CashSentinel and the Institution in accordance with Article 6) of this Agreement.

**Payment Service Provider:** Means the technical service provider appointed by CashSentinel allowing third parties to accept payments online through the implementation of secure protocols and software required for the recording, transmission and secure processing of orders for the transfer of funds by Card.

**Personal Data:** Means any information relating to an identified or identifiable natural person. This person is the Submerchant as a natural person, or, in the case of a Submerchant as a legal entity, any natural person related to the latter and whose Personal Data must be collected in the course of the performance of the Contract (for example, managers or beneficial owners).

**Personalised Security Data:** Means personalised data provided to a User by CashSentinel for the purposes of Authentication.

**Personal Space:** the Submerchant's dedicated environment on the CashSentinel Portal. The Submerchant can access it by using his Login Information, and consult there his Payment Account and related information, such as statements of Operations.

**Reimbursement/Refund:** Means a refunding operation to a Customer ordered by the Submerchant.

**Solution:** Means the Payment Solution provided by CashSentinel to the Submerchant for use of Payment Services.

**Strong authentication:** Means authentication based on the use of two or more elements belonging to the categories "knowledge" (something that only the User knows), "possession" (something that only the User has) and "inherence" (something that only the User is). Elements are independent in the sense that should one of them be compromised the reliability of the others will not be called into question. Strong authentication is designed to protect the confidentiality of Login Information.

**Transfer Operation:** Means any transfer by the Institution debited from the Submerchant Payment Account and credited to its bank account.

**Transfer Order:** Means a payment instruction given by the Submerchant, or any person having power of attorney, to CashSentinel, to transfer funds to the Submerchant's Bank Account or to a payment account held by the Institution on behalf of a third party.

**Third-party Payment Service Provider or Third-party PSP:** Means any institution authorised in a member country of the European Union or party to the European Economic Area, or in a third country imposing equivalent obligations in terms of the fight against money laundering and the financing of terrorism, other than the Institution, that has an open Payment Account in the Submerchant's name and that can receive transfers.

**User:** Means the Submerchant as natural person or any natural person mandated by the Submerchant to use the Payment Services under its responsibility.

**Working day(s):** Means a day during which the Customer's or Submerchant's payment service provider exercises an activity permitting payment operations.

### 3) Purpose of the agreement

The purpose of this Agreement is to define the terms and conditions in which the Payments Services, as defined in Article 6) of this Agreement, are provided to the Submerchant. For this purpose, a Payment Account is opened on behalf of the Submerchant, and CashSentinel provides the Solution to the Submerchant.

The Payment Account stores the receivables held by the Submerchant and received in exchange for the sale of goods and services provided to the Customer. It may in no case be comparable to a deposit bank account.

### 4) Special scheme for professionals

The Submerchant, the Payment Account holder, is acting hereunder exclusively for professional purposes.

Therefore, Payment Services are provided to the Submerchant by the Institution in accordance with Articles L. 314-1 et seq., as well as L. 314-7 III of the French Monetary and Financial Code.

The payment instruments are hereby made available to the Submerchant in accordance with Articles L. 133-1 et seq. of aforementioned code, with the exception of the following items: L. 133-1-1, of the third and fourth paragraphs of Article L. 133-7, Articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25,

L. 133-25-1, L. 133-25-2 and to I and III of Article L. 133-26, to which the Agreement may derogate.

### 5) Opening a Payment Account

#### 5.1 Preconditions

The Submerchant declares at the time of registration and for the duration of the Agreement:

- › That all information provided during registration is true, accurate and up-to-date and that its accuracy will be maintained by immediately making the required updates with any new information communicated.
- › That the Submerchant is acting on its own behalf for exclusively professional needs.
- › That he or she practices no activity referred to in Article 22) hereof.

The Submerchant agrees not to use its Payment Account in an unlawful manner.

The contract documents will be available on a durable medium other than paper. The Submerchant may object to this at any time during the contractual relationship by any means and request a hard copy from the Institution, free-of-charge. The Institution will maintain access to account statements and contractual documents for duration of five (5) years after the end of the contractual relationship. Notwithstanding the above, the Institution may stop providing this service after expiry of a period of two (2) months following notification of termination made to the Submerchant by any means.

The Submerchant is informed that the Institution is required, in accordance with Article 1649 AC of the French General Tax Code, to identify entities subject to US law or created in the US, or in a state having concluded a convention with France allowing the automatic exchange of data for tax purposes, and entities controlled by natural persons who are US residents or of US citizenship or who are tax residents in one of the states that has concluded such a convention with France. The Institution can make the conclusion of this Agreement conditional upon the Submerchant's providing certification and additional information to validate its status under these conventions.

## 5.2 Request to open an Account

Any request to open an Account must be made through CashSentinel acting as a Payment Service agent of the Institution.

The Submerchant must provide the information required for the creation of their Account and provide the documents requested in the Form. The information provided by the Submerchant to CashSentinel at the time of registration will be shared with the Institution, who will then conduct all verifications it deems necessary in accordance with the regulations concerning AML/CFT.

In accordance with AML/CFT regulations, CashSentinel will keep all supporting documents for the duration of the Agreement and for five (5) years following its termination. These documents are made freely available to the Institution. CashSentinel reserves the right to ask the Submerchant for any additional supporting documents or information as it deems necessary in respect of the Institution's obligations to be informed about the Customer regarding AML/CFT.

No Operation may be executed if CashSentinel and the Institution feel they require additional documents or information about the Submerchant and until such documents or additional information are received.

## 5.3 Acceptance for opening an Account

After completing the Form, the Institution and CashSentinel will validate or refuse the creation of the Submerchant Account within 72 working hours. The Institution or CashSentinel may, for any reason, refuse for a Payment Account to be opened without having to justify its decision. Refusal to open a Payment Account cannot give rise to any damages.

If said information is proven false or incomplete, CashSentinel and the Institution reserve the right to close the Payment Account and block access to the Solution.

Submerchants are invited by the Marketplace-Merchant to register on the CashSentinel Portal. CashSentinel will send the Submerchant a notification advising them of the acceptance of their request for opening the Payment Account.

The Solution is available to the Submerchant only after their Payment Account is opened.

It should be mentioned that Payment Operations to the Payment Account are recorded in one of the supported currencies. No overdraft, advance, credit or discount will be permitted on the Account. The Submerchant acknowledges that access to their Payment Account on the CashSentinel Portal platform may occasionally be restricted in order to allow for error correction, maintenance or the introduction of new features or services.

CashSentinel is accountable to the Submerchant for properly recording Operations on their Payment Account.

## 6) Typology of Payment Operations

### 6.1 General principles

Payment Operations may be ordered by Customers through a Payment Method by transmitting their Payment Order to the Submerchant via the Solution.

The Submerchant chooses the Payment Methods they wish to activate on the Solution, subject to eligibility of use with those Payment Methods.

The Submerchant expressly instructs CashSentinel to handle requests for payment authorisation from the issuer. The Submerchant instructs the Institution to receive funds on their account resulting from Payment Operations executed by the issuer of the Payment Method. The amounts transferred by the issuer are credited to the Submerchant Payment Account upon receipt of funds by the Institution when the Payment Order is not questioned or disputed.

If the funds are not received, the Institution cannot credit the amount to the Account, and it is up to the Submerchant to contact the Client and the issuer of the Payment Method directly.

The amount(s) of the authorised Operations immediately appear after Capture on the Submerchant Account. After actual receipt of funds, Operations can be settled.

CashSentinel records the funds corresponding to the payment orders as soon as possible and at the latest by the end of the Working Day on which the Institution actually receives them.

The Submerchant agrees to comply with all obligations specific to each Payment Method accepted for payment by the Submerchant using the Solution.

Any request by the Submerchant for activation of a new Payment Method via the Solution is subject to the approval by CashSentinel and the Institution.

The Institution and CashSentinel reserve the right to disable the acceptance of any Payment Method.

### 6.2 Receipt of Payment Orders by transfer

The value date of the amount credited to the Submerchant Account following receipt of a transfer may not be later than the Working Day on which the Payment Operation amount is credited to the account of the Institution that makes the amount of the Operation available to Submerchant immediately after his or her own account has been credited.

CashSentinel and the Institution are not responsible for the Customer and its Third Party Payment Service Provider to be in compliance with their agreed deadline, which may end between the receipt date for the Payment Order by the said Service Provider and the date of receipt of funds by the Institution into its account opened on the books of its banking partner.

### 6.3 Receipt of Payment Orders by Card

Customers can pay by Card for the goods and services acquired from the Submerchant. Accordingly, the Institution transfers the funds corresponding to the Payment Order by Card to the Submerchant Payment Account as soon as they are received.

Thus, the Submerchant expressly instructs the Institution, to receive on their behalf and for their account, Payment Orders by Card in euros, from the Account opened in the books of the Customer's Third-party Payment Service Provider.

CashSentinel and the Institution reserves the right to refuse to send a Payment Order to the Customer's Third-party Payment Service Provider, in the event of suspected fraud, money laundering or the financing of terrorism, or any other illegal activity. The Submerchant will be informed thereof by any means unless the law or regulations prohibit said communication.

The Submerchant acknowledges that a Payment Order may be refused by the Third-party Payment Service Provider for various reasons prior to any payment.

the Submerchant will receive a technical notification informing them that the Order could not be authorised, along with an explanation of the motive provided by the Third-party Payment Service Provider.

CashSentinel and the Institution is not responsible for the Customer and its Third Party Payment Service Provider to be in compliance with their agreed deadline, which may end between the receipt date for the Payment Order by the said Service Provider and the date of receipt of funds by the Institution into its account opened on the books of its banking partner.

The Institution will collect the funds in the name, and on behalf of the Submerchant and credit the Payment Account of the latter as soon as possible after the funds are credited to its own account, except in the case of a legal provision applying to the Institution that requires its intervention. It will credit the Submerchant Payment Account no later than the Working Day during which its own account has been credited funds. Concurrently, the Institution will isolate the funds owed to the Submerchant on the escrow account opened in its name for this purpose at the bank holding the account.

#### **6.4 Limits**

In case of a chargeback payment rate that is abnormally high compared to turnover CashSentinel or the Institution may take protective security measures. CashSentinel or the Institution may send a warning to the Submerchant signifying formal notice and specifying the measure that will be taken to remedy the breach or reduce the rate of reported chargeback payments.

They may decide to impose a maximum limit of Payment Operations acquired over a given period in order to limit its risk. If necessary, the Submerchant will be notified by a message in the CashSentinel Portal of the amount of the limit.

#### **6.5 Chargeback payments**

CashSentinel and the Institution are excluded from any commercial disagreement between the Submerchant and a Customer. Therefore, CashSentinel and the Institution may not handle any dispute related to the goods and services sold by the Submerchant.

The cancellation of a payment following a dispute by a customer is considered a chargeback to the Submerchant.

The Submerchant bears all of the risks associated with chargeback payments. the Submerchant agrees to maintain a sufficient balance to the credit of their account to allow the Institution to make the immediate Refund. The Institution may use all legal remedies at its disposal to recover the amounts owed by the Submerchant.

In case of payment default from the Submerchant, The Marketplace-Merchant ultimately bears all of the risks associated with chargeback payments for a given Submerchant. the Marketplace-Merchant agrees to maintain a sufficient balance to the credit of their account to allow the Institution to make the immediate Refund. The Institution may use all legal remedies at its disposal to recover the amounts owed by the Submerchant.

#### **6.6 Other Payment Methods**

The Payment Account can also be funded in accordance with provisions specific to the Payment Method selected by the Customer for transferring the funds to the Submerchant. The specific rules applying to each Payment Method are subject to

separate agreements which are communicated during the onboarding or the activation of a new Payment Method Provider

. The Submerchant is informed that Payment Methods developed by companies located outside France or outside the European Union may be subject to foreign regulations that the Submerchant must abide to.

It is the Submerchant's responsibility to agree to and abide by the regulations applicable to each Payment Method.

#### **6.7 Reversal of Payment Operations**

A request for reversal is made by the issuer of the Customer's Payment Method to the Institution, and may be performed chiefly in the following situations: duplicate transactions, technical problems generating erroneous Payment Operations, or in the case of Operations of fraudulent origin. The Institution is obliged to comply with the reversal request, in accordance with the applicable regulations and contractual provisions of the appropriate infrastructures. the Submerchant agree to honour all requests for reversal that might appear on their Payment Account at the request of the Institution due specifically to a runtime error or improper payment, fraud, insufficient funds, or any other reason provided in the regulations and contractual provisions of the infrastructures involved.

In the event that the Submerchant Payment Account is not credited with sufficient funds for the reversal, the Submerchant agrees to credit the Payment Account with sufficient funds as soon as possible upon notification by CashSentinel or the Institution. The Institution is entitled to offset this debt against any other reciprocal receivables it may have against the Submerchant in accordance with this Agreement, and the Institution may use all remedies at its disposal to recover amounts owed by the Submerchant.

#### **6.8 Refunding**

A Submerchant wishing to refund a Customer may give instructions for a Refund to CashSentinel. The Refund functionality is available only for Payment Methods that permit this operation, and in accordance with the rules specific to each Payment Method. Depending on the Payment Method activated, the Submerchant is informed, and hereby accepts, that the rules governing refunding and disputes can be subject to foreign regulation. In the event of request for refund, the Institution will reverse the received Payment Operation. The issuer of the Payment Method is solely responsible for returning the funds to the Customer.

Should the Submerchant Payment Account lack sufficient funds to make the refund, the Institution is entitled to refuse it.

No Customer request for the Refund of a Payment Operation will be accepted by the Institution or CashSentinel.

Regarding acquiring Payment Orders by Card, in order to initiate refunds, the Submerchant can log in to their Personal Space and communicate the refund instruction, which may not exceed the available Balance on their Payment Account. The Refund operation is to be executed by CashSentinel and the Institution as soon as possible following said request and within the limits of the relevant Payment Method rules. The amount of the Refund order may in no case exceed the amount of the corresponding Payment Order. The Refund operation does not permit waiving the Fees owed to CashSentinel for the Operation subject to the Refund.

## 6.9 Payment Operations debited to the Account

The Submerchant may issue Transfer Orders to a Bank Account in their name (“pay out”) or to a payment account opened on the Institution’s books, on behalf of a third party, for the payment of Commission.

To transfer funds to their Bank Account (“pay out”), the Submerchant will send the full bank details (IBAN) of an account opened in their name to an established bank in a Member State of the European Union or a state that is party to the European Economic Area agreement.

Single Euro Payments Area (SEPA) credit transfers are governed by a common set of rules and practices defined by the European institutions and the European Payments Council (EPC). They are denominated and issued in euros between two (2) bank or payment accounts opened by the SEPA Payment Service Providers. International transfers are denominated in the currency of the Payment Account and are sent to an Account opened by a Payment Service Provider.

The Institution reserves the right to refuse registration of any Bank Account. Under no circumstances, may the Submerchant request a transfer of any amount into their Bank Account if the Institution deems necessary additional documents or information about them.

The Submerchant grants CashSentinel a Power of Attorney (mandate) to make transfers to pay Commissions to 3<sup>rd</sup> parties, in accordance with Article 12).

CashSentinel regularly executes automatic Transfers Orders. the Transfer Order may not exceed the Balance available in their Payment Account.

Transfer Orders are issued to the credit of the bank account provided by the Submerchant in the CashSentinel Portal. Changing the bank account details is subject to a 2<sup>nd</sup>-level authentication. If the bank account details or any other information required to execute the transfer is incorrect, CashSentinel is not responsible for the improper execution of the Transfer Operation.

Transfer Orders cannot be revoked once received by CashSentinel. The time of receipt of a Transfer Order is the date on which the Order is received by CashSentinel. The time of receipt is the starting point of the completion time of the transfer. If CashSentinel receives the Transfer Order on a day that is not a Working Day, the Transfer Order is considered to be received the following Working Day. This period is extended by one (1) additional Working Day for Transfer Orders written on paper. A Transfer Order received after 15:00 will be considered as received on the following Working Day.

Transfer Orders are to be authorised by the Institution prior to being made. Transfers will be made by the Institution no later than at the end of the Working Day following receipt of the transfer request. In case a Transfer Order is incomplete, inaccurate, or otherwise, the Institution may refuse to execute the Order. No overdraft benefitting the Submerchant is allowed on the Payment Account. If the Payment Account has insufficient funds, the Transfer Order will be automatically declined.

The Submerchant must reissue the Order to bring it into compliance. The Institution may also refuse to execute a Transfer Order if it suspects fraudulent use of the Payment Account or a security breach of the Account, or in the case that assets should be frozen. CashSentinel will be sure to inform the Submerchant

by a message in the CashSentinel Portal of the reason for the refusal, except when impossible or legally prohibited. If the refusal is the result of an error CashSentinel will, if possible, indicate the procedure for correcting the anomaly.

A Transfer Order declined by CashSentinel is considered as not received and may not engage the responsibility of CashSentinel or the Institution for any reason whatsoever.

The transfer will be executed after deduction of any Fees owed to 3<sup>rd</sup> parties or CashSentinel.

## 7) Specific provisions that apply to payment initiation and account information services provided by a Third-party PSP

The Institution may deny a Third-party PSP, which provides payment initiation or account information services, access to the Payment Account for objectively motivated or documented reasons related to unauthorised or fraudulent access to the Payment Account by said service provider, including the unauthorised or fraudulent initiation of a Payment Operation.

In the above-mentioned cases, the Submerchant will be informed by a message in the CashSentinel Portal of the denial of access to the Payment Account and the reasons thereof. If possible, this information is given to the Submerchant before the access is denied and, at the latest, immediately after this denial, unless said information cannot be communicated for objectively justifiable security reasons or is prohibited by virtue of another provision of the law of the European Union or national law.

Access to the Payment Account by the Third PSP account is restored as soon as the above reasons cease to exist.

When applicable, the Submerchant may not revoke the Payment Order after giving their consent for the Third-party PSP providing the payment initiation service to initiate the Payment Operation.

If the Submerchant denies authorising a Payment Operation that has been executed, or claims that the Payment Operation was not executed properly and that the Payment Order was initiated through a Third-party PSP providing a payment initiation service at the behest of the Submerchant, the Third-party PSP is responsible for proving that the Payment Order was received by the Institution and that, for its part, the Payment Operation was authenticated, duly recorded, properly executed and not affected by a technical failure whatsoever with regard to the service it provides, whether non-completion, poor completion or late completion of the Operation.

When an unauthorised, non-executed or poorly executed Payment Operation is initiated through a Third-party PSP that provides a payment initiation service, the Institution will immediately, and in any event no later than the end of the first following Working Day, refund the Submerchant for the amount of the operation in question and, if applicable, restore the debited Account to its condition prior to said operation. The value date on which the Submerchant Payment Account is credited will not be later than the date on which the Submerchant had been charged.

## 8) Statement of Operations

The Submerchant may consult their Payment Account balance and the history of Operations (including any Commission) at any time by logging in to their Personal Space.



For each Operation, the history shows at the minimum:

- a reference for identifying the Operation concerned.
- the amount of the Operation in question and, if necessary, its purpose.
- the amount of Fees charged to the Payment Account, if necessary.

The history is updated after every is Operation executed.

The details of each Operation will be available online for a duration of 24 months minimum.

The Submerchant agree to regularly check the accuracy of the Operations appearing on their Account and report any discrepancies to CashSentinel, within a period of sixty (60) calendar days after the Operation is listed on their Operation Account.

CashSentinel freely provides the Submerchant with a statement of Operations on a durable medium in their Personal Space accessible from the CashSentinel Portal platform, on request. The Statement of Operations presents a summary of the debit or credit Operations in chronological order over the given period.

Should CashSentinel take any fees, the Submerchant will be provided with an annual statement of fees in January of each year, to be delivered on a durable medium to his Personal Space. This document summarizes a total of the amounts collected by CashSentinel during the previous calendar year for use of the Solution. CashSentinel may, at the request of the Submerchant, send this statement in paper form.

## **9) Notification in the event of refusal to execute an Operation**

When the Institution refuses to execute a Payment Operation, the Submerchant is informed immediately by notification in his Personal Space, and in any event, within a period of three (3) Working Days of the refusal. CashSentinel will tell the Submerchant the reasons for this refusal whenever possible and barring any national or European legislation to the contrary.

## **10) Pricing Conditions**

### **10.1 Account opening, utilization and closing**

The access, the use and the termination of the Services on the Platform is free of charge for Marketplace-Merchants and Submerchants alike.

If there are any outstanding Transactions, and / or funds, the termination of the Services will be delayed until all Transactions have settled and been paid to your Bank Account.

Should any Chargeback or Fee be claimed after the termination of the Services, they will remain due regardless of such termination.

### **10.2 Marketplace-Merchant Commissions**

Marketplace-Merchant's Commissions are established pursuant to an agreement between the Marketplace-Merchant and the Submerchant.

For each Operation credited to their Payment Account, the Submerchant expressly authorises CashSentinel to charge the corresponding Fees directly from the Submerchant Payment Account and to transfer them to the Marketplace-Merchant Payment Account.

Fees are charged following registration of the Operation to be credited to the Submerchant Payment Account.

The amount of Commission paid to the Marketplace-Merchant in respect of each Transaction is expressly disclosed and visible on the CashSentinel Portal.

It remains the Submerchant's responsibility to ensure that the Marketplace-Merchant's Commissions levied are correct. Any query with regards to said Commissions should be addressed directly to the Marketplace-Merchant.

### **10.3 Administrative fees for incidents**

CashSentinel reserves the right to charge administrative fees and debit it from the Submerchant's Payment Account in case of repeated incidents imputable to the Submerchant (payment rejections, Chargebacks, etc).

CashSentinel reserves the right to block or close the Submerchant Account should the Fees for the delivery of Payment Services remain unpaid.

## **11) Submerchant commitments**

### **11.1 Information on the Submerchant's situation**

The Submerchant guarantees that the information provided is accurate on the day the request is made to open an account and agrees to update it whenever necessary. Submerchants are especially responsible for providing their exact address to CashSentinel via their Personal Space as well as any subsequent changes thereof. They must also inform CashSentinel of any changes affecting their role as users of the Payment Services (e.g. phone number, address, e-mail, family name). Failing information of any change, CashSentinel cannot be held liable for the harmful consequences affecting the Submerchant, such as freezing the account or blocking access to services specific to each Payment Method.

Furthermore, the Submerchant agrees to provide via the CashSentinel Portal, within a period of five (5) Working Days, any identification documents requested by CashSentinel.

### **11.2 Personalised Security Data**

The Submerchant agree to keep their Login Information confidential. If multiple accounts are enabled to access the Submerchant's Personal Space, each authorised person sets his or her password and is responsible for the confidentiality of his or her Login Information, and agrees not to disclose this information to third parties. the Submerchant agree not to disclose this information to third parties and to take the appropriate measures to protect this confidentiality. the Submerchant must not, in particular, write it down on any document, and see to it that this information is protected from prying eyes when typed. In the event of unauthorised use of the Payment Account by a third party, the Submerchant will bear the losses resulting from fraudulent activity on their behalf or from negligence of their obligations as set forth herein. The Submerchant will immediately inform CashSentinel of the loss, disclosure or theft of an access code. An access codes reset procedure will be transmitted to the Submerchant.

## **12) Power of Attorney**

### **12.1 Power of Attorney to a Submerchant- designated natural person**

The Submerchant may assume full responsibility to authorise a natural person or agent to execute Payment Operations on the

Payment Account. For this purpose, the Submerchant must complete and sign The power of attorney in the Form. It will become effective only upon receipt of CashSentinel's consent, by any means.

## 12.2 Power of attorney (Mandate) for CashSentinel

The Submerchant instructs CashSentinel to make recurring transfers from their Payment Account, e.g., to handle "pay-outs" or pay Commissions.

For this purpose, by accepting the present agreement, the Submerchant gives a mandate to CashSentinel to do so.

The Submerchant hereby authorizes CashSentinel to carry out the following transfer operations on its behalf and under its responsibility :

- Transfer of the Available Balance to the Submerchant's Bank Account;
- Reversals of cancelled Transfer Transactions following the transmission of a refund request to CashSentinel;
- Chargebacks received from a Payment Method Provider;
- Payment of Commissions due by the Submerchant to 3<sup>rd</sup>-parties registered on the CashSentinel Portal in accordance with the financial terms agreed between themselves.

This mandate takes effect from the date of acceptance of this agreement by the Submerchant, for as long as he/she uses the Payment Service.

Should the Submerchant desire to revoke this mandate, the access to the Payment Service and CashSentinel Portal will also be terminated.

The power of attorney releases the Institution from the duty of banking secrecy for Submerchant Payment Account data with regard to the agent.

## 13) Freezing of the Payment Account

Upon discovery of the loss or theft of their Login Information, or of fraudulent use of their Payment Account, the Submerchant must immediately inform CashSentinel to block access to their Personal Space and Payment Account, and stop payment.

This stop-payment request must be made by a phone call, during business hours, to CashSentinel at +33 1 82 88 24 76. Acknowledgement by a message in the CashSentinel Portal or an e-mail regarding the stop-payment by CashSentinel will be considered as notification of the Submerchant's stop-payment request. The stop-payment request must be confirmed by registered letter with acknowledgement of receipt and sent to the following address: 21 place de la République 75003 Paris, France. CashSentinel will process the stop-payment request upon being notified.

The Submerchant will be contacted by the support team that acknowledges receipt of said request and sends a notification confirming the stop-payment as confirmation thereof. The stop-payment request is recorded and time-stamped. CashSentinel will keep a trace of the stop payment for eighteen (18) months and provide it to the Submerchant on request during this same period. CashSentinel cannot be held liable for the consequences of a stop-payment request made by someone other than the Submerchant. In case of theft or fraudulent use of the Login Information, CashSentinel is authorised to request a receipt or a copy of the complaint from the Submerchant.

The Payment Account will be reactivated at the initiative of the Submerchant, as needed, following the procedure required for changing their Login Information. An e-mail is to be sent to the Submerchant confirming the removal of stop-payment and the change of password.

CashSentinel and the Institution reserve the right to freeze the Payment Account in the following cases:

- Suspicion of fraud by the Submerchant.
- Suspicion of money laundering or financing of terrorism.
- Measures taken by a government authority to freeze assets.
- Chargeback or refund rate higher than stipulated in CashSentinel's prudential rules.
- If the actual beneficiary to the Submerchant is identified as a politically exposed person.
- Ruling by a court or competent authority.

Freezing the Account precludes any Payment Operation to be made on the Account, with the exception of Operations executed before the freezing of the Account and any Refund operations. The Submerchant is liable for fees owed to CashSentinel.

## 14) Disputing Transfer Operations

### 14.1 Time period and terms of dispute

The Submerchant should dispute any Transfer Operation not authorised by him or her, or improperly executed, as promptly as possible after the discrepancy is reported and, at the latest, within two (2) months following registration of the disputed Operation on the Payment Account.

To dispute an Operation, the Submerchant will contact CashSentinel via the CashSentinel Portal or by any other means indicated in Article 16) herein. CashSentinel will study the legitimacy of the dispute before validating the request.

### 14.2 Improperly executed Operations

Only disputes over the improper execution of, or the failure to execute, a Payment Operation by CashSentinel or the Institution, are admissible.

The Institution and CashSentinel are responsible for properly completing Transfer Operations for the Submerchant.

In case a Transfer Operation is improperly executed due to an error by CashSentinel or the Institution, they will make their best efforts to rectify the situation. Should the Institution or CashSentinel fail to rectify the Operation, the Institution will restore the Account to its previous state prior to the disputed Operation.

### 14.3 Unauthorised Operations

In the event a Transfer Operation is not authorised by the Submerchant, the Institution will immediately, and at the latest by the end of the first available Working Day, refund the Operation and restore the Account to its previous state prior to the disputed Operation, except in the case of fraud, negligence, a fault on the part of the Submerchant, force majeure or the act of a third party.

Unauthorised Transfer Operations executed after the notification of a stop-payment request are chargeable to CashSentinel, except in cases of fraudulent behaviour on the part of the Submerchant or gross negligence of security obligations concerning Personalised Security Data.

## 15) Communication and Evidence

The Parties agree that the language to be used in their pre-contractual and contractual relations, as well as all communications, is English or French. The Submerchant accepts that communication with CashSentinel is to be conducted primarily by electronic means. The Submerchant accepts this means of communication and recognises, insofar as it is within the law, that this electronic communication has the same value as communication on paper.

Messages and replies displayed on the Personal Space are admissible before the courts and are proof of the data and facts they contain.

the Submerchant understand and accept that CashSentinel may contact them and request information as part of operations for maintaining, repairing or improving the Solution. Generally, the Submerchant accept that CashSentinel may contact them by letter or by telephone if needed.

Evidence of Operations executed on the Payment Account by the Submerchant is the responsibility of CashSentinel and is a product of the accounting records thereof, barring evidence to the contrary provided by any means available to the Submerchant who is required to keep the receipts of the Operations (statements of Operations). The Parties declare by express agreement that the data sent or recorded by the CashSentinel computer systems are bona fide.

The Submerchant and CashSentinel acknowledge, in their reports, the validity and the probative force of messages in the CashSentinel Portal, e-mails and documents exchanged between them under this Agreement, as well as any communications made through the Personal Space including, more broadly, any electronic record kept by CashSentinel.

## 16) Claims

Any request for information or claims related to providing Payment Services and using the Solution should be addressed by the Submerchant to the CashSentinel support team:

- by a message in the CashSentinel Portal.
- by mail to the following address 21 place de la République 75003 Paris, France.

The Submerchant agree for CashSentinel to respond to their claims on a durable medium. The response will be transmitted as quickly as possible and, at the latest, within a period of fifteen (15) business days following receipt of the claim by CashSentinel. However, for reasons beyond its control, CashSentinel may be unable to respond within this period of fifteen (15) Working Days. In this case, it will provide the Submerchant with an answer specifying the reasons for this additional delay as well as the date on which it will send the definitive answer. Nevertheless, the Submerchant will receive a definitive answer at the latest within a period of thirty-five (35) Working Days following receipt of the claim.

In case of dispute, the Submerchant may to apply to a competent out-of-court settlement body by sending a simple mail to:

- Monsieur le médiateur de l'Association française des Sociétés Financières (ASF), 24, Avenue de la Grande Armée – 75854 Paris Cedex 17, France

Tel. +33 (0)1 53 81 51 51 – e-mail: [asfcontact@asf-france.com](mailto:asfcontact@asf-france.com) ; [www.asf-france.com](http://www.asf-france.com)

The Submerchant can obtain more information on this body and the conditions for recourse by contacting CashSentinel.

## 17) Duration, amendments and termination of the Agreement

### 17.1 Duration of the Agreement and withdrawal period

This Agreement is concluded for an unlimited duration as of the date of acceptance by the Parties.

The Submerchant solicited under the conditions provided in Article L. 341-1 and following of the French Monetary and Financial Code, and fulfilling the criteria under Article D. 341-1 of same code, reserves the right of withdrawal in accordance with Article L. 341-16 of the French Monetary and Financial Code that may be exercised within a period of fourteen (14) calendar days as of the conclusion of this Agreement. the Submerchant do not have to justify the reason for their choice and will face no penalties by exercising their right of withdrawal. Submerchant wishing to withdraw must send their request by registered letter with acknowledgement of receipt to the address referred to in Article 16) herein. Exercising the right of withdrawal does not entail a dispute of any Payment Operations previously made. Fees for Operations executed prior to said withdrawal are still owed by the Submerchant.

### 17.2 Amendment to the Agreement

CashSentinel and the Institution reserve the right to modify this Agreement and its Appendices at any time. CashSentinel will transmit any project to amend the Agreement to the Submerchant on a durable medium via a message in the CashSentinel Portal or by e-mail no later than fifteen (15) calendar days prior to the proposed effective application date of said amendment.

Failing any dispute brought by the Submerchant within this fifteen (15) day period by registered letter with acknowledgement of receipt, the Submerchant is deemed to have accepted these amendments. In the event the Submerchant refuses the proposed amendment, the Submerchant may terminate this Agreement, without fees, upon written request prior to the effective date of the proposed amendments. This request does not affect any of the amounts payable (e.g. Fees, Refunds, transfers) for which the Submerchant remains liable.

Any legislative or regulatory provision that would necessitate amending all or part of this Agreement, will apply as of its effective date, without notice.

### 17.3 Termination of the Agreement

Either Party may terminate the Agreement at any time, by sending a registered letter with acknowledgement of receipt. Termination will go into effect upon expiry of three (3) month's notice after receipt of said mail by the other Party. the Submerchant agree to maintain a sufficient balance on their Payment Account to ensure the proper completion of outstanding Payment Operations.

In the event of a serious breach by one of the Parties to its obligations herein, this Agreement may be terminated with immediate effect by registered letter with acknowledgement of receipt addressed to the other Party. Termination will take effect as of receipt of said letter by the other Party.

Serious breach by the Submerchant means:

- suspicion of money laundering or the financing of terrorism.
- the exercise of any illegal activity or activity referred to in Article 22) herein.
- providing false information or refusal to provide information requested by CashSentinel as part of the fight against money laundering and the financing of terrorism.
- default in payment of Fees.
- threats against the CashSentinel or Institution staff.
- breach of an obligation with respect to this Agreement.

Serious breach by CashSentinel or the Institution means:

- communication of false information.
- initiation of legal proceedings for reorganisation or liquidation.
- breach of an obligation under this Agreement.

Deactivating a Payment Method does not cause the automatic termination of the Payment Account.

The death of the Submerchant as natural person will terminate the Agreement as soon as CashSentinel is thereby informed. Any Operations occurring following the death are, unless approved by dependents or notary/lawyer in charge of the estate who would honour them, considered as not authorised. The Payment Account is to be kept open for the time needed to settle the estate, and CashSentinel ensures the payment of the balance with the consent of dependents or notary/lawyer in charge of the estate. Once the estate is settled, CashSentinel will close the Payment Account.

In the event of the opening of collective proceedings against the Submerchant, this Contract shall be automatically terminable after formal notice, addressed to the administrator and remaining unanswered for more than one (1) month, to decide on the continuation of said Contract pursuant to the provisions of the French Commercial Code.

#### **17.4 Effects of termination and closure of the Account**

Following said termination and after settlement of outstanding operations, CashSentinel will close the Submerchant's Payment Account provided that all sums owed under this Agreement have been paid by the Submerchant. The request for termination affects neither the Payment Operations initiated before the effective date of the termination, which will be executed in accordance with the Agreement, nor the possibility to dispute Transfer Operations, in accordance with the terms of Article 14) herein.

CashSentinel will transfer the amount equal to the available Balance, less the Fees, to the Submerchant Bank Account as provided to CashSentinel in accordance with Article 5.2 herein. The transfer to the Submerchant will be made within a maximum of three (3) Working Days.

### **18) Force majeure and Liability**

The Parties cannot be held liable in the event of force majeure, as defined in Article 1218 of the French Civil Code and by the French case-law. In particular, CashSentinel and the Institution may in no case be held liable for a suspension of Payment Services caused by an event of force majeure. If the force majeure event cannot be resolved within a period of thirty

(30) days, either Party may terminate the Agreement by sending the other Party a registered letter with acknowledgement of receipt, taking effect upon receipt of said mail.

In addition, CashSentinel will make every effort to ensure the availability of the Solution 24 hours a day, 7 days a week. CashSentinel cannot, however, be held liable to the Submerchant in the event of malfunction, error or interruption of the Solution due to an event of force majeure. In particular, interruption of the telecommunications network constitutes an event of force majeure.

Moreover, CashSentinel cannot be held liable for:

- A failure to pay due to a technical malfunction of the Submerchant's computer platform.
- Suspension of service in case of proven fraud or external crisis that are not attributable to CashSentinel, to the Institution or to the Payment Service Provider.
- Internal fraud on the Submerchant's side.
- Any malfunction attributable to the Submerchant, the Interbank Network, and the Payment Service Provider or to the issuing entity for the Payment Method;
- Direct or indirect damages arising from previously declared disputes.

In general, in the event that CashSentinel is held liable to the Submerchant, CashSentinel's liability cannot not exceed the amount of the Fees collected by CashSentinel from the Submerchant during the month preceding the event on which the possible claim is based, except in the event of intentional fault by CashSentinel causing damage to the Submerchant.

The Institution does not provide a guarantee for executing the acquisition of Payment Operations, specified in Article L. 522-2 of the French Monetary and Financial Code.

### **19) Inactive Account**

When the Submerchant Payment Account is considered inactive according to Article L. 312-19 I 1° of the French Monetary and Financial Code, CashSentinel will inform the Submerchant thereof by any means available. Failing a response from the Submerchant, or any new Operation on the Account, and if the balance is positive, the Account will be closed at the end of a period of ten (10) years from the date of the last Operation on said Account. The Submerchant will be informed thereof by any means six (6) months before the effective closure of the Account. The balance will be deposited at the Caisse des Dépôts et Consignations (French Deposits and Consignations Fund) and the funds may be claimed by the Submerchant or his beneficiaries for twenty (20) years from their date of deposit. If the account has a zero balance, CashSentinel will close it.

After the Submerchant's death (natural person), if the beneficiaries have not contacted CashSentinel after a period of twelve (12) months following the date of death, the Payment Account is to be considered inactive according to Article L. 312-19 I 2° of the French Monetary and Financial Code. When the Account balance is positive, it will be closed after a period of three (3) years from the date of the Submerchant's death. The Account balance will be deposited at the Caisse des Dépôts et Consignations and funds that might be claimed by the Professional Customer's beneficiaries, for twenty-seven (27) years from their date of deposit.

CashSentinel reserves the right to debit annually any fees for managing the inactive account, within the limits authorised by law. Any inactive Payment Account whose balance becomes zero

as a result of the collection of management fees will be closed by CashSentinel subject to compliance with a notice of thirty (3) calendar days.

## 20) Protection of Submerchant's funds

In accordance with the provisions of Article L. 522-17 I. 1° of the French Monetary and Financial Code, the funds received by the Institution on behalf of the Submerchant are deposited, at the end of each Working Day following the day on which they were received, in an escrow account opened with a credit establishment whose name is communicated to the Submerchant upon request. These funds are to be isolated in accordance with Article L. 522-17 I. of the French Monetary and Financial Code.

The Submerchant's funds are protected under the conditions provided in Article L. 613-30-1 of the French Monetary and Financial Code against recourse by other creditors of the Institution. This includes any insolvency or enforcement proceedings against the latter.

## 21) Fight against money laundering and the financing of terrorism

Pursuant to the provisions of Articles L.561-2 et seq. of the French Monetary and Financial Code on the participation of financial institutions in the fight against money laundering and the financing of terrorist activities, the Institution, as an electronic money institution and CashSentinel, as an Agent, are bound by certain obligations. They must, in particular, carry out all necessary steps to identify the Submerchant and actual beneficiary. In addition, they must consult the Submerchant regarding any business relations or operation originating thereof, or pertaining thereto, and the destination of funds.

The Submerchant agrees to perform all steps necessary for the Institution and CashSentinel to perform a thorough review of operations, to inform them of any exceptional operations as compared to operations usually recorded on the Submerchant Account and to provide them with any required documents or information.

The Submerchant acknowledges that the Institution and CashSentinel may deem it necessary to implement surveillance systems in the fight against money laundering and the financing of terrorist activities.

The Submerchant acknowledges that the Institution or CashSentinel may, at any time, prevent or delay the opening of a Payment Account or the completion of an Operation, in the absence of sufficient details on the purpose or nature thereof. The Submerchant will be informed that any operation carried out in accordance with this Agreement may be reported to France's financial intelligence unit (TRACFIN).

Thus, no proceedings based on Articles 226-13 and 226-14 of the French penal code, or any civil liability action, nor any professional sanctions, may be taken against the Institution or CashSentinel, their senior managers or employees who have in good faith made the declarations referred to in Articles L 561-15 et seq. of the French Monetary and Financial Code.

## 22) Prohibited activities

The Submerchant may not use the Payment Solution to pay the purchase price for goods or services in connection with any activities:

- contrary to public order, the law or common decency.
- directly or indirectly insulting, defamatory, racist,

xenophobic, homophobic, revisionist or injurious to the honour or reputation of others.

- directly or indirectly inciting discrimination against, or hatred of, an individual or group on the grounds of origin, sexual orientation, ethnicity, nationality or religious convictions.
- threatening an individual or a group.
- zoophilic or paedophilic in nature, offering or inciting to the use of prostitution or escort services.
- urological or scatological in nature, trading in or inciting to trade in elements and products of the human body.
- degrading or injurious to human beings, their dignity or integrity.
- inciting to commit an offence, crime or act of terrorism or seeking to justify war crimes or crimes against humanity.
- inciting to suicide.
- appealing to public generosity or for donations from the public.
- offering or proposing online gambling services and betting services not authorised under current regulations (including, if required, "Instant Wins" games) or other chance paying games that would not be allowed by local laws and regulations, which would require financial sacrifice by the player and might create a hope for gain of any kind whatsoever.
- enabling third parties directly or indirectly to procure i) software modified or distributed without authorisation or license, ii) serial numbers of pirated software, iii) software enabling acts of intrusion into IT, telecommunication and automatic data processing systems, iv) virus and other logic bombs.
- enabling third parties directly or indirectly to procure illicit substances or products.
- in violation of the private nature of correspondence.
- confidential by virtue of a legislative measure or legal deed (in particular, privileged internal information, possession of which would constitute insider trading or breach of professional confidentiality).
- considered to be event services prohibited by competition authorities.

Should the Solution be used to exercise one of these activities, the Agreement will be terminated on the initiative of CashSentinel under the terms of Article 17.3 herein.

Additional activities may be prohibited depending on the rules specific to each Payment Method.

## 23) Professional secrecy

All information herein is covered by professional secrecy under the conditions of Article L. 526-35 of the French Monetary and Financial Code.

The Submerchant accepts that its contact information and personal information will be transmitted by CashSentinel to the Institution and operational service providers with whom the latter hold a contractual relationship for the purposes of ensuring the proposed transactions and services, provided that these third-party recipients of data are subject to regulation guaranteeing an adequate level of protection as defined in Article L. 561-7 II b of the French Monetary and Financial Code.

The list of third-party recipients of information covered by professional secrecy is available on request from the CashSentinel Head of Compliance and Internal Control (RCCI). This information

is stored by CashSentinel, and any company so authorised, under the legal and regulatory requirements.

In accordance with the law, professional secrecy can be lifted under legal, regulatory or prudential obligation, in particular at the request of supervisory or court authorities. The Submerchant may also release the Institution from the obligation of professional secrecy by informing it in writing of all third parties authorised to receive confidential information concerning the Submerchant. The Submerchant also discharges the Institution of the obligation of professional secrecy with regard to persons authorised to execute Transfer Operations to the Payment Account.

## **24) Personal data**

To implement this Agreement, CashSentinel and the Institution will jointly act as managers to process Personal Data relating to the Submerchant.

The Institution and CashSentinel agree to comply with all relevant legislative and regulatory provisions for protecting data of a personal nature and privacy, and to see to it that their staff honour these provisions.

To implement this Agreement, the Institution and CashSentinel are required to collect and process Personal Data relating to the Submerchant. The Submerchant agrees for the Institution and CashSentinel to collect and process this data for the purposes of providing Payment Services.

CashSentinel has a Data Protection Officer (DPO) who is reachable by phone, message on the CashSentinel Portal, e-mail or post mail.

The Institution will designate a delegate to protect the Personal Data whose contact information is available on the Institution website (<https://www.okali.eu>).

Personal data is accessible and viewable only by CashSentinel and Institution personnel who are duly entitled and authorised thereto because of their job functions and capacity, and within the strict limits of what is required of them to perform their duties.

The Institution and CashSentinel agree to preserve the security and confidentiality of Personal Data, and in particular, ensure that it is not distorted, damaged or communicated to unauthorised individuals.

This data is primarily collected for the following purposes: conclusion of this Agreement and the management of relations in providing Payment Services; maintaining the Payment Account in the Submerchant name; risk assessment, security and prevention of chargebacks and fraud; processing of customer requests and claims; honouring legal and regulatory obligations including the fight against money laundering and the financing of terrorism; and the fight against inside and outside fraud.

The Institution and CashSentinel agree not to make copies of the entrusted Personal Data, except when required for the purposes of implementing this Agreement, and not to disclose said Personal Data to other individuals or entities, whether private or public, natural or legal. They also agree to take all necessary measures to avoid the pirating or fraudulent use of computer files and ensure the preservation of the Personal Data processed throughout the duration of this Agreement.

Some information may permit the right of access and modification to be exercised in accordance with terms and conditions provided by legislation and regulation that apply to

Personal Data. The Submerchant may at any time obtain a copy of the information by simple request addressed to the CashSentinel DPO. The Submerchant may also send a written request to the same address to delete or correct said information.

The Personal Data will be stored by CashSentinel for the maximum legal or statutory period applicable depending on the purpose of each data processing run. In the event the data is transferred outside the European Union, the Submerchant will be informed in advance by CashSentinel.

The Submerchant may at any time object to the receipt unsolicited commercial materials, change their contact information, or object to its being distributed, by written notification sent by mail to the address mentioned in Section 16) herein.

## **25) Intellectual property**

CashSentinel retains exclusive ownership of intellectual property rights related to the use of Payment Services. The Submerchant agree not to violate the aforementioned rights and acknowledge that no intellectual property right is transferred to them under this Agreement.

## **26) Transfer of rights and obligations**

The Agreement cannot be transferred by the Parties, wholly or partially, freely or in exchange for payment.

This provision does not preclude any operations involving capital that affect one or other of the parties including, but not limited to, the following: transfer, split, merger, acquisition, lease management. However, where such operations concern the Submerchant, he or she must send CashSentinel the information and supporting documents required for verification of the Submerchant's identity (listed in the Form) in accordance with the obligations of the Institution in anti-money laundering and financing of terrorism prevention. The Institution may terminate this Agreement if its analysis justifies it in that regard.

## **27) Independence of stipulations**

The nullity or invalidity of one or more terms of this Agreement will not affect the validity of the Agreement or the other stipulations herein. Therefore, the Agreement and other clauses will remain in force.

## **28) Law and applicable language – Competent Courts**

The law applicable to this Agreement is French law. Any dispute related to the creation, validity, interpretation, execution or breach of the Agreement falls under the exclusive competence of the Parisian courts.

Notwithstanding the foregoing, the Submerchant is informed that some issuers of Payment Methods may be subject to foreign regulations as stipulated in section 6.6, which will apply to the Solution upon acceptance of the Payment Method.

## **29) Election of domicile**

For the execution of the Agreement as well as its consequences, the Parties respectively elect domicile at their head offices or addresses indicated at the top of this Agreement.

