

GENERAL TERMS AND CONDITIONS FOR ACQUIRING CARD NOT PRESENT TRANSACTIONS (March 2018)

1 Definitions

1.1 "**Agreement**" means jointly: a) the Merchant's application for the acquisition of Card transactions, b) Bambora's written grant of the application, c) these general terms and conditions, d) Instructions in force from time to time and e) appendices (if any) which are expressly stated as relating to these general terms and conditions and/or the application.

1.2 "**Bambora**" Bambora AB, registration number 556233-9423, is a company whose main operation is acquiring of card transactions. Bambora 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*).

1.3 "**Bambora Services**" Pursuant to the Agreement, Bambora shall acquire Transactions undertaken with a Card through Ingenico ePayments.

1.4 "**Business Day**" means a weekday on which the banks are generally open in Sweden (i.e. not Saturdays, Sundays and public holidays in Sweden).

1.5 "**Card**" means a card or other payment instrument correctly issued by an authorized and/or licensed card issuer, bearing a trademark and 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.

1.6 "**Cardholder**" means a natural person in whose name a Card has been issued.

1.7 "**Card Information**" means information embossed or printed on the front or back of the Card, including information which is stored in the Card's magnetic stripe or chip.

1.8 "**Chargeback**" means the return of funds to a customer due to the Merchant's inability to deliver the product and/or service or due to technical issues such as processing errors.

1.9 "**Designated Account(s)**" means the account(s) for settlement purposes only, established and maintained by Trust, as duly instructed and authorized by the Merchant.

1.10 "**Financial Exposure**" means the risk for Chargeback of paid for but undelivered goods or services.

1.11 "**Instructions**" means regulations, instructions, routine descriptions etc. issued by Bambora, based on the Network Regulations (as defined below) which Bambora is obliged to comply with and forward to merchant, in writing from time to time.

1.12 **“Local Law”** means applicable laws and regulations of the country where the Merchant is established or domiciled.

1.13 **“Merchant”** is the company set out in the Bambora Application Card Acquiring Form. The Merchant wishes to accept card transactions from customers as payment for goods and/or services.

1.14 **“Network Regulations”** means rules, regulations, directives, issued by Visa and/or MasterCard.

1.15 **“Ingenico ePayments”** shall mean Global Collect Services B.V. (doing business as ‘Ingenico ePayments’), company registration number 34140462, a private company with limited liability incorporated in The Netherlands.

1.16 **“Party”** means either Bambora or Merchant, both are jointly referred to as **“Parties”**.

1.17 **“Sales Method”** means the sales method(s) used by the Merchant in the sale of its goods and/or services. Examples of sales methods include sales over the Internet, and sales by mail order and/or telephone order. For each Sales Method, Instructions may be in place which supplements these general terms and conditions For this Agreement, the current applicable Card Not Present Instructions are published on Bambora’s website, www.bambora.com.

1.18 **“Transaction”** means 1) purchase transactions in which a Card is used as means of payment, and 2) returns leading to crediting/ refunding of corresponding purchase transactions.

1.19 **“Transaction Account”** means the account held by Bambora for the purpose of holding monies on behalf of contracted parties in accordance with the Swedish Funds Accounting Act (Sw. *Lag (1944:181) om redovisningsmedel*).

1.20 **“Trust”** means Global Collect B.V. (company registration number 34234950), a private company with limited liability incorporated in The Netherlands. The Trust owns the Designated Account(s) used for settlement by Bambora in accordance with a Merchant’s instructions under this Agreement. The Trust is a legally independent entity from GCS.

2. Compliance with the Network Regulations

2.1 The Network Regulations take precedence over the provisions of the Agreement. Accordingly, the Parties are aware and agree that the cooperation pursuant to the Agreement must at all times be conducted in compliance with such Network Regulations.

2.2 In the event it is established, at any time, that the co-operation is not conducted in compliance with the Network Regulations, Bambora shall notify Ingenico ePayments thereof immediately, whereupon Bambora shall, immediately, commence discussions with Ingenico ePayments, on behalf of the Merchant, with the aim of reaching an agreement as to the impact of such circumstance on the Parties’ cooperation. If, during

discussions, they are unable to reach an agreement within ten (10) Business Days calculated from the date on which discussions were initiated, each Party shall solely be entitled to terminate the Agreement by giving thirty (30) calendar days' notice of termination to the other Party.

2.3 However, in the event Visa and/or MasterCard complain that the co-operation is not conducted in accordance with the Network Regulations and, as a consequence thereof, demand that the deficiencies shall be rectified within a certain period of time, each Party shall at all times (i.e. irrespective of what is otherwise stipulated in the Agreement regarding termination periods and notice), where it has reasonable grounds to believe that the deficiency cannot/will not be rectified within the prescribed period of time, be entitled to give notice of termination of the Agreement, effective on the day prior to the day on which, in the opinion of Visa and/or MasterCard, the deficiency should be rectified.

3. Scope, etc.

3.1 Merchant desires to accept credit cards issued under license by Master Card and VISA or such card schemes as may be agreed from time to time as payment for Merchant's goods and/or services. Merchant has entered into a payment processing agreement with Ingenico ePayments for the provision of payment services, including but not limited to card payments ("**Merchant Agreement**"). Bambora is the service provider with whom Ingenico ePayments has entered into a separate agreement to assist Ingenico ePayments in processing Merchant's payment transactions ("**Acquiring Agreement**"). Bambora and Ingenico ePayments desire to offer payment processing services for the Sales Methods and related services to Merchant, as far as they relate to payments processed pursuant the Merchant Agreement.

3.2 The provisions of the Agreement with respect to purchase transactions shall also apply, where appropriate, to returns and/or crediting of purchase transactions ("**Refunds**").

3.3 Bambora will provide the Merchant with unique customer numbers for each Sales Method which shall be covered by the Agreement. Such customer numbers, which must always be used in conjunction with the Merchant's reporting of Transactions to Bambora, may not be used for Sales Methods or goods or services within a stated industry, other than as agreed upon.

3.4 Purchases of virtual currency or transfers to forms of payment other than Transactions, including gift certificates valid for longer than thirty-six (36) months, may only take place if Bambora has given its prior written approval.

4. The Merchant's obligations

4.1 The Merchant undertakes:

- to comply with the Agreement and any directions relating to the Agreement from Bambora or from any party retained by Bambora;
- to accept all Cards bearing a trademark and of a card type which the Parties have agreed shall be covered by the Agreement irrespective of amount, for payment for all

of the Merchant's goods and services agreed in accordance with the Merchant Agreement;

- to respond to Cardholders' disputes and handle Chargebacks in accordance with the Network Regulations ;
- 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;
- 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;
- not to use the Bambora trademark or the Ingenico ePayments's trademark for any purpose other than as agreed in writing between the Parties;
- to comply with applicable law and public authority regulations in force from time to time;
- not to create multiple purchase transactions in respect of a single purchase with the same Card; and
- not to transfer to Bambora Transactions which have been carried out by a party other than the Merchant.

4.2 Returns leading to crediting/refunding shall relate to a previously undertaken purchase transaction. The credit-/ refund amount may not exceed the amount of the purchase transaction. The refund/crediting shall take place using the Card which was used for the purchase transaction. The amount may not be refunded in cash unless otherwise agreed in writing between the Parties. In conjunction with returns and subsequent crediting/refunding, a signature receipt or equivalent basis for the Transaction shall be signed by the Merchant.

4.3 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 the 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.

4.4 The Merchant undertakes to comply with the PCI DSS standard as published from time to time on www.pcisecuritystandards.org. The Instructions contain additional information regarding PCI DSS as well as a description of matters to be observed by the Merchant in general in conjunction with the processing of Card Information. Bambora shall inform the Merchant - via Ingenico ePayments - of important news and changes to PCI DSS in a manner and with the frequency that Bambora deems appropriate.

4.5 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 and the Network Regulations.

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. The fee charged by the Merchant must be reasonable and in compliance with Local Law and the Network Regulations.

4.6 The Merchant shall submit all Transactions – via Ingenico ePayments - to Bambora in the currency in which those Transactions were originally effected.

4.7 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 is executed. 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.

4.8 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 Bambora - via Ingenico ePayments - and request rectification.

5. Bambora's undertakings

5.1 Bambora undertakes to make payment to the Designated Account for purchase transactions made using Cards, provided that 1) the purchase transaction is received by Bambora within the period of time prescribed in the Instructions; 2) the purchase transaction fulfils the requirements prescribed in the Agreement; and 3) the Merchant has otherwise fulfilled its obligations pursuant to the Agreement.

5.2 Bambora's liability pursuant to the Agreement extends only to Transactions which are actually received by Bambora. Bambora shall bear no liability for any claim, action or omission relating to the co-operation between the Merchant and Ingenico ePayments. Nor shall Bambora bear any liability for mistakes, errors or similar in Transactions which reach Bambora insofar as the error is due to circumstances attributable to Ingenico ePayments.

5.3 Bambora shall provide the Merchant – via Ingenico ePayments - with information, after the fact, regarding executed Transactions, i.e. information regarding the amounts of the Transactions, fees and, where applicable, exchange rates. The information shall be provided with the frequency and in the manner separately agreed in the Merchant Agreement and this Agreement.

5.4 Save for circumstances mentioned in sections 5.1 and 5.2 above, Bambora shall only be liable for any direct loss of the Merchant, if it is finally judicially determined that

Bambora's has acted with gross negligence, fraud or willful misconduct. However, Bambora shall not be liable under any circumstances for indirect loss, consequential loss or for loss attributable to a card issuer not consenting to the execution or implementation of a Transaction.

6. The Merchant's liability

6.1 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 as referred to below in section 6.3 d).

6.2 The Merchant's liability pursuant to section 6.1 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/subcontractor's goods and/or services, or 2) sells/brokers goods and/or services on behalf of a third party/subcontractor, 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.

6.3 The Merchant shall be obligated, upon request by Bambora, to reimburse Bambora for all amounts, plus interest and handling charges, which Bambora has paid/refunded to a card issuer, Cardholder or any other party (e.g. Visa or MasterCard) as a consequence of:

- a) the Merchant's obligations under sections 6.1 and 6.2 above;
- b) a card issuer's final debiting of Bambora in respect of a Transaction which is the subject of a complaint in accordance with Visa's and/or MasterCard's chargeback regulations;
- 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 unauthorized manner;
- d) the fact that the Merchant has in any respect breached its obligations pursuant to, or otherwise acted in contravention of, the Agreement; or
- e) applicable law or public authority regulations.

6.4 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 Bambora, to pay compensation for any amounts (e.g. fees and other economic sanctions) which Bambora is obliged to pay to Visa and/or MasterCard insofar as such amount is related to the Agreement and to 1) Transactions which are the subject of a complaint unless this is a result of any act or omission of Bambora; or 2) fraud, bad

faith or willful conduct of the Merchant. Bambora shall issue such notifications to Ingenico ePayments.

6.5 In the event Bambora, prior to any obligation to pay an amount pursuant to section 6.3 or section 6.4 above, receives any warning, order or suchlike (e.g. from Visa or MasterCard), Bambora shall notify Ingenico ePayments, without delay of the measures or suchlike which the Merchant must take in order, if possible, to avoid Bambora incurring an obligation to pay the amount.

6.6 Where the number of complaints lodged regarding purchase transactions during a rolling thirty-day period exceeds 0.5% of the number of total purchase transactions, Bambora shall be entitled to debit the Merchant 300 SEK.

In the event Visa and/or MasterCard has informed Bambora in writing that the Merchant has reached a level of complaints due to fraud, unauthorized purchases or complaints from Cardholders which is unacceptably high in relation to the total number of the Merchant's purchase transactions, Bambora shall be entitled to terminate the Agreement with immediate effect.

7. Payment terms and conditions

7.1 The applicable payment terms and conditions under this Agreement shall be agreed upon and invoiced by Ingenico ePayments to the Merchant.

7.2 If Bambora notices, at any given time, that its Financial Exposure or its credit risk assessment in relation to the Merchant has been increased, Bambora is entitled to change the payment terms agreed upon with Ingenico ePayments with immediate effect in order for them to correspond to the higher Financial Exposure or credit risk, which Ingenico ePayments shall pass through to Merchant. Bambora shall furthermore be entitled to request additional security if Bambora deems it necessary. Bambora will send Ingenico ePayments a notice of change for any changes to Payment terms and/or request additional security.

8. Bambora's right to withhold and/or delay payments and right of settlement by withdrawal

8.1 If Bambora believes in its reasonable opinion that the Merchant's credit risk or Financial Exposure has increased, where the Merchant fails to perform its obligations pursuant to the Agreement, or when the Merchant's solvency is reasonably deemed by Bambora to be questionable, or when notice of termination of the Agreement has been given, or when the services provided by Ingenico ePayments are suspended pursuant to the Merchant Agreement, Bambora shall immediately be entitled to withhold or delay payments to the Merchant until at least the expiration of the claim period.

8.2 In addition to the preceding section, Bambora shall be entitled to withhold or delay payments to the Merchant in the event Bambora reasonably suspects that a Transaction will be subject to a Chargeback. In such situation, Bambora shall be entitled to withhold and/or delay payment of an amount equal to the anticipated Chargeback.

8.3 Where notice of termination of the Agreement is given (for whatever reason) or if the Merchant deliberately ceases to send Bambora Transactions, the regular payments shall cease commencing on the date notice of termination of the Agreement is given, and payment of the funds withheld by Bambora shall be made in accordance with section 8.1 above.

8.4 A prerequisite for Bambora to release withheld funds, is that the Merchant shall, upon Bambora's request, provide Bambora – via Ingenico ePayments - 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 to the Designated Account or as otherwise determined by Bambora and conditioned on that the Merchant has provided Bambora with documentation deemed sufficient by Bambora. Bambora 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).

8.5 Payments which have been withheld or delayed pursuant to the aforesaid may be applied by Bambora in respect of all the Merchant's obligations/undertakings to Bambora pursuant to the Agreement. The aforesaid shall also apply to obligations which arise following the termination of the Agreement until the day Bambora pays the total amount of withheld or delayed payment on the Designated Account.

8.6 Settlement pursuant to sections 6.3 and 6.4 may take place through a deduction from the amount to be paid by Bambora in conjunction with the payment routines applicable between the Parties. Bambora shall inform Ingenico ePayments, without undue delay, about the reason for the Merchant's liability to compensate. In the event the Merchant considers that it is not liable to compensate, the Merchant shall immediately notify Ingenico ePayments, who shall inform Bambora thereof and specify the reasons therefor. This section 8.6 shall remain in force during the entire claim period applicable from time to time pursuant to the Network Regulations' provisions regarding Chargeback.

9. Prices

9.1 In consideration of the services which Bambora and Ingenico ePayments provide pursuant to the Agreement, the Merchant shall pay the prices and fees separately agreed between Ingenico ePayments and Merchant.

10. Term

10.1 This Agreement shall enter into force on the date of execution by the two Parties and shall remain in force indefinitely, unless terminated by a Party giving the other Party written notice of at least ninety (90) calendar days. The terminating Party shall send Ingenico ePayments a copy of the termination notice.

10.2 The Agreement shall automatically terminate in the even the services provided by Ingenico ePayments are terminated pursuant the Merchant Agreement in accordance with the terms of the Merchant Agreement.

10.3 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 if

such breach has not been remedied (if remediable) within 30 days of notification of such breach to the breaching Party by the other Party. In accordance therewith, Bambora shall *inter alia* be entitled to terminate the Agreement with immediate effect in the event that a notice of change has been provided to Merchant and not complied with by Merchant as soon as reasonably practicable or that payment is not made pursuant to section 9 above.

10.4 Bambora shall also be entitled to terminate the Agreement with immediate effect: 1) *in the event* of a significant change in the Merchant's ownership structure; 2) *where* the Merchant or a person (being any employee, officer, director or consultant) connected to the Merchant is, or becomes, registered in such a register as referred to in section 15.3 below or circumstances occur which constitute grounds for such registration; 3) *where* Bambora, upon an overall assessment, considers it its well-founded opinion likely that the Merchant must be deemed involved in, or otherwise associated with, criminal activity; 4) *where*, in Bambora's well-founded opinion, the number or nature of Transactions in respect of which complaints have been made deviates from what Bambora deems normal; 5) *where* the Merchant has provided incorrect, incomplete or misleading information; 6) *where*, in Bambora's well-founded opinion, the Merchant's business, branch affiliation or character has or will be changed, compared with the circumstances at the time of execution of the Agreement; 7) *where*, in Bambora's reasonable opinion, the Merchant's payment ability can be called into question; 8) *where*, in Bambora's reasonable opinion, the Merchant's insolvency may be anticipated; 9) *in the event* the Merchant materially fails to perform any of its obligations against the Cardholders; 10) *where* the Merchant does not accept all Cards covered by the Agreement; or 11) *where* the Merchant, in Bambora's reasonable opinion, through its behavior or manner of conducting its business may or could damage Bambora's reputation.

10.5 Notice of termination of the Agreement must be in writing. Notice of termination sent by email shall be deemed to have been given in writing. For the avoidance of doubt, the provisions of section 17.3 shall apply to a notice of termination.

10.6 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 Bambora, in its turn, shall no longer be entitled or obligated to accept Transactions from the Merchant.

10.7 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.

10.8 Upon termination of this Agreement pursuant to this section 10, the Parties shall mutually and without delay establish an exit plan in which all the steps, including costs attributable to the termination of the co-operation and their division, shall be presented. The Parties are hereby agreed that a winding-up shall be undertaken in such a manner as to minimize any possible inconvenience arising for the Parties.

[11. Intentionally left blank]

12. Merchant Reporting

12.1 The Merchant shall deliver the latest annual report (or similar information in case the Merchant is not obliged to prepare an annual report pursuant to Local Law) to Bambora in Swedish/Norwegian/Danish or in English, unless otherwise agreed. 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 adopted or otherwise become official.

Furthermore, the Merchant shall upon Bambora's request without delay and in no event not later than within two (2) weeks deliver to Bambora interim reports (e.g. half year and quarterly reports), if applicable, and any other information that may be of significance to the Parties' co-operation under the Agreement.

12.2 The Merchant shall notify Bambora – via Ingenico ePayments - immediately in writing regarding changes relating to, company name, ownership structure, address, telephone and e-mail address, relevant account numbers, changes in branch affiliation or activities and other circumstances which may be of significance under the Agreement.

12.3 A Party shall also notify the other Party – via Ingenico ePayments - 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.

13. Personal data

13.1 Bambora and Ingenico ePayment will each be controller of personal data (Sw: *Personuppgiftsansvarig*) regarding the personal data that each party processes in relation to the Agreement and Bambora and Ingenico ePayment shall both comply with applicable data protection legislation, including the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), in relation to this data.

Bambora and Ingenico ePayment shall process the Merchant's personal data such as contact information in order to provide the Merchant with the Bambora Services and administer the business relationship. The data may also be used for statistical analysis and business reports, in the event of fraud investigations and to comply with applicable laws and regulations. The Parties may disclose the data to other companies within the same company group as such Party. The data may also be transferred outside the EU/EEA area to a state that does not have the same level of protection of personal data. The transferring Party will in such cases implement appropriate measures to protect the data in accordance with applicable law. By providing personal data about other persons, the Merchant certifies that the Merchant has permission to pass on the data and in order for it to be used for the purposes and in the manner described here.

14. Force majeure

14.1 Bambora shall not 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 Bambora's control which prevents or renders materially more difficult timely performance of its obligations.

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

In the event that Bambora wishes to be released from its obligations under the Agreement by relying on this section 13.1, Bambora shall, where possible, notify the Merchant – via Ingenico ePayments - thereof without undue delay.

14.2 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, a Party shall, without liability, be entitled to terminate the Agreement by giving thirty (30) calendar days’ written notice to the other Party (and sending a copy of the termination notice to Ingenico ePayments).

15. Confidentiality and registration

15.1 The terms and conditions of the Agreement are confidential and the Parties shall not be entitled to disclose to any third party information regarding the contents of the Agreement. Nor may any Party disclose to any third party information regarding the other Parties’ business which may be considered a business or trade secret including Transaction data.

However, the Merchant consents to Bambora, in accordance with the duty of confidentiality of payment institutions, transferring such information as referred to in the preceding paragraph to 1) companies within the same group as Bambora in order to ensure the performance of the Agreement; 2) Visa and/or MasterCard, 3) companies with which Bambora co-operates, in order to ensure the performance of the Agreement in respect of, e.g. PCI DSS and other security issues, and 4) companies that Bambora is co-operating with, which have solicited the Merchant to Bambora. The Merchant consents to that Bambora may disclose information which is necessary in order to connect the requested service, such as the company name, registration number, contact details, customer number and MCC code, and other payment service suppliers. The first paragraph shall not prevent Bambora from disclosing such information as Bambora, under law, government regulation or regulation, as well as due to order of a competent authority or court, is obliged to disclose.

15.2 Registration in Special Registers may take place in the event the Agreement is terminated due to the Merchant’s breach of contract or due to the Merchant having provided incorrect, incomplete or misleading information, e.g. upon execution of the Agreement.

15.3 Such a register as referred to in section 15.2 is maintained by, e.g. Visa and/or MasterCard from time to time. In the Agreement “**Special Registers**” also includes the various monitoring systems maintained by Visa and/or MasterCard with respect to

acquiring agreements which have been terminated due to breach of contract or for other similar reasons.

16. Assignment

16.1 No Party may assign any of its rights and/or obligations pursuant to the Agreement to any third party without the other Party's written consent, which shall not be unreasonably withheld, delayed or made contingent on conditions. Bambora may, however, without the consent of the Merchant or Ingenico ePayment, assign its rights and/or obligations to companies within the same group as Bambora and shall notify Ingenico ePayments thereof who shall inform the Merchant.

17. Other

17.1 In the event of any discrepancy between these general terms and conditions and an Instruction, the Instruction shall take precedence.

17.2 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.

17.3 In respect of the day-to-day co-ordination pursuant to the Agreement, communication shall take place via Ingenico ePayments designated contact persons.

17.4 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.

17.5 All advertising, giveaway items, press releases, interviews or any other information referring to this Agreement that is directed at or which can be anticipated to come to the knowledge of a third party, containing a Party's company name in full or in abbreviated form, its brand marks, logotype or any other mark of identification, shall be approved in advance in writing by the Party so named. The Party's written approval, which shall not be unreasonably withheld, is required even if any fact referring to this Agreement is mentioned without the named Party's company name, mark of identification etc., being used.

17.6 Headings in the Agreement are for ease of reference only and shall not affect the interpretation of the Agreement.

17.7 Subject to the provisions of the following paragraph, a Party may retain subcontractors or third parties without the other Parties' consent. The Merchant shall, however, notify Ingenico ePayments immediately in the event such retention affects or could affect the Parties' cooperation pursuant to the Agreement. Where the Merchant intends to retain a subcontractor or third party, and such party may in any manner, process data regarding Cards (card data), such subcontractor or third party must be

approved by Bambora in advance. Each Party is primarily responsible and liable with respect to all acts and omissions of its subcontractors or third parties.

17.8 Each Party confirms that the Agreement (and any document referred to herein) constitutes the Parties' entire agreement on the issues to which the Agreement relates. All oral or written undertakings or representations made prior to the Agreement are replaced by the Agreement.

In any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this Agreement are contained in this Agreement and for the avoidance of doubt and without limitation, no Party has any right or remedy (whether by way of a claim for contribution or otherwise or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, this Agreement), to the extent permitted by law.

17.9 Unless otherwise stated herein, this Agreement may not be amended or modified except by written agreement signed by both Parties.

17.10 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.

17.11 No delay by or omission of any Party in exercising any right, power, privilege or remedy under this Agreement shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or future exercise thereof or the exercise of any other right, power, privilege or remedy. The waiver, express or implied, by any Party of any right under this Agreement or any failure to perform or breach by another Party shall not constitute or be deemed a waiver of any other right under this Agreement. The rights and remedies provided in this Agreement are non-exhaustive and not exclusive of any rights and remedies provided by law.

17.12 Bambora shall regularly verify how the information which the Merchant has provided to Bambora, 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.

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 Bambora's right to payment, etc., from time to time 1) correspond to the actual circumstances; and 2) are otherwise also in accordance with Bambora's guidelines and policies.

In the event that information provided by the Merchant differs from the actual circumstances, Bambora shall be entitled to take the measures which, in Bambora's reasonable opinion, are necessary to compensate for the difference. Such measures

may, for example (but without limitation), comprise Bambora demanding 1) *that* the Merchant provides new or changed security in order to secure Bambora's right to payment; or 2) *that* the payment terms and conditions are amended. In the event the Merchant does not accept the measures demanded by Bambora pursuant to the preceding paragraph, Bambora shall be entitled to terminate the Agreement with immediate effect.

17.13 Bambora shall be entitled to amend and issue new Instructions without the prior consent of the Merchant. Such amendments or new Instructions shall enter into force not earlier than thirty (30) calendar days after written notice to Ingenico ePayments. In the event the Merchant refuses to accept such amendments or new Instructions, the Merchant shall give written notice thereof to Bambora immediately, together with written notice of termination of the Agreement.

18. Applicable law and disputes

18.1 This Agreement shall be governed by Swedish law excluding its conflict of law provisions.

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

18.3 In the case of a dispute between the Parties as described in section 18.2, the Party making a claim shall provide the other Party with written notice setting out the details of the dispute or claim. If such dispute or claim has not been resolved to the mutual satisfaction of the Parties within thirty (30) calendar days of receipt of the notice of dispute by the relevant Party such dispute or claim shall be conclusively resolved in accordance with section 18.4 below.

18.4 Each Party irrevocably agrees that any dispute which has not been resolved to the mutual satisfaction of the Parties pursuant to section 18.3 above shall be finally resolved by the courts of Sweden with Stockholm District Court as first instance, and the Parties irrevocably submit to the exclusive jurisdiction of such court.
