MERCHANT SERVICING AGREEMENT

The present Merchant Servicing Agreement (**the Agreement**) is concluded between Payswix, UAB, legal entity code 304604766, registered legal entity address at Lvivo str. 25-104, Vilnius, the Republic of Lithuania, represented by the CEO Liudvikas Kulikauskas (**the Company**) and the Merchant.

The Company and the Merchant each separately being referred to as a "Party" and jointly as "the Parties".

1. DEFINITIONS AND INTERPRETATION

1.1. **Acquirer** – a bank or other financial institution which is a member of the International Payment Systems and which provides services on processing of Transactions, Refunds and Chargebacks.

1.2. **Additional Chargeback Processing Fees** – such processing fees for Chargeback processing as are charged from time to time by International Payment Systems and the Company. The amounts of the Additional Chargeback Processing Fees as at the date of the Agreement are set out in the Special Terms and Conditions.

1.3. **Arbitration** – the procedure used to determine responsibility for a chargeback-related dispute between related parties – Card holder and Merchant. Is being reviewed by independent VISA/MasterCard Arbitration Committee.

1.4. **Authorization** – electronic procedure of the International Payment System in order to obtain the Issuer's authorization to conduct a Transaction after proper verification of the Card, Transaction Data, results of identification of the Cardholder and adequacy of funds on the Cardholder account.

1.5. **Business Day** – a day on which banks are open for normal business in Lithuania.

1.6. **Card** – payment card branded as *Visa, Visa Electron, MasterCard, JCB, Discover, American Express, Maestro, other payment card.* that shall be used as the means of payment when conducting the Transaction.

1.7. **Cardholder** – private individual or legal entity who holds and uses the Card to pay for the services and the goods of the Merchant in the E-Shop as well as a person who receives funds via an Original Credit Transaction.

1.8. **Chargeback** – a claim of the Issuer for return of a Transaction Amount drawn up according to the Rules of the International Payment Systems.

1.9. **Reserve** – a non-interest bearing security reserve to guarantee payment of any and all debt or liability from Merchant to Acquirer, to the Schemes or to the Company in connection with this Agreement, such as, without limitation, in connection with fees, Chargebacks, Refunds, customer disputes, assessments or any other actual or potential debt or liability.

1.10. **Confidential Information** – information received in connection with, or which a Party has learned in consequence of, the Agreement and Annexes to this agreement or its terms and conditions or relating to the commercial secret of the Parties, including know-how, value of services, information about customers, or employees, Card data, Transaction Data and information on the Cardholder. Confidential Information under this Agreement shall not include:

    1.10.1. information that is or becomes publicly available otherwise than in breach of this Agreement;

    1.10.2. information that is publicly available through no fault of a Party;

    1.10.3. information that was legally received by a Party before signing the Agreement.

1.11. **Current Account** – current account of the Merchant with the Company, details of which are specified in the Special Terms and Conditions.

1.12. **Data Centre** – a third party that according to the provisions of the signed agreement either with a Party or Parties shall provide processing of the Transaction Data, as well as sending and receiving of the Transaction Data (data routing) to/from the International Payment Systems.

1.13. **Data Protection Legislation** – any laws and regulations in any relevant jurisdiction relating to privacy or the use or processing of data relating to natural persons, including: (a) EU Regulation 2016/679 ("**GDPR**"); (b) EU Directives 95/46/EC and 2002/58/EC (as amended by 2009/136/EC) and any legislation implementing or made pursuant to such directives; and (c) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the forgoing; in each case, to the extent in force, and as such are updated, amended or replaced from time to time.

1.14. **Data Subject** – has the meaning set out in the GDPR.

1.15. **General Payment Service agreement** – the General Payment Service agreement signed between Merchant and Company, the conditions of which are applied to the Merchant.

1.16. **Payswix Payment Gateway** – software used to send the Transaction Data to the Company, including the Merchant's request for Authorization of the Transaction.

1.17. **Payswix Credentials** – the personalized log-in and password issued to the Merchant by the Company to enable the Merchant to access the Payswix Payment Gateway.

1.18. **DP Regulator** – any governmental or regulatory body or authority with responsibility under the Data Protection Legislation for monitoring, supervising, regulating or enforcing compliance by persons in a given jurisdiction with the Data Protection Legislation.

1.19. **Merchant** – a Client of the Company, a legal person registered in the Center of registers of a member country of the European Union or country supported by Acquirer, who has entered into the General Payment Service agreement with Company, the Merchant Servicing Agreement and, while selling goods and services uses the service of online payment collection

1.20. **Merchant Application** – a form which contains information on the Merchant, its E-Shop, its bank details, types of goods and services provided, the types of Cards acceptable for payment, or other additional information. The Merchant Application shall come into effect and shall become an integral part of this Agreement from the date on which this Agreement commences in accordance with Clause 13.1.

1.21. **E-Money** – electronic money as defined in the Republic of Lithuania Law on Electronic Money and Electronic Money Institutions, as amended from time to time.

1.22. **E-Shop** – the online electronic environment (website) of the Merchant where the Merchant offers its goods and services. Regarding each new E-Shop the Merchant shall inform of such an E-Shop via sending a completed Merchant Application to the Company.

1.23. **E-Wallet** – the account of the Company where Transactions and Transaction Amounts are reflected.

1.24. **E-Wallet Balance** – the Transaction amounts actually received by the Company from the Acquirer which are made available to the Merchant on transfer by the Company to the Current Account in accordance with the provisions of this Agreement and the Special Terms and Conditions.

1.25. **High Risk Merchant** – a Merchant whose type of business is in the list of businesses, that are classified by the International Payment Systems as a high-risk business. Such businesses are, but not limited to, Travel-related arrangement service, Telemarketing,

Betting, Lottery tickets, Casino gaming chips, Off-track betting and wagers at race tracks, Drug stores, pharmacies, Drugs, drug proprietaries, druggists' sundries, Cigar stores and stands, merchants selling cigarettes/electronic cigarettes in a card-absent environment. The list of high and can be unilateral change by the Company.

1.26. **International Payment System** – international payment system *Visa Europe/Visa Inc.* or *MasterCard Worldwide* or others, depending on the context, both hereinafter referred to as "the International Payment Systems".

1.27. **Issuer** – the credit institution or another legal entity who issued the Card.

1.28. **Minimal Account Balance** – balance on the Current Account, which has been set for the Merchant for providing Original Credit Transactions and which is specified in the Special Terms and Conditions.

1.29. **Original Credit Transaction (OCT)** – a credit transaction in which funds are transferred (via the International Payment Systems) from the Current Account balance to a specified Card.

1.30. **Personal Data** – has the meaning set out in the GDPR.

1.31. **PS Regulations** – the Law on Payments of the Republic of Lithuania, as amended from time to time.

1.32. **PCI DSS (Payment Card Industry Data Security Standard)** – International Payment Systems developed safety requirements for Card and Transaction Data registration, archiving and for other non-cash transactions related activities.

1.33. **Refund** – the procedure by which a Merchant requests a return of a Transaction Amount or a part of a Transaction Amount to a Cardholder.

1.34. **Representment** – the procedure by which a Merchant disputes a Chargeback in accordance with the Rules of the International Payment Systems.

1.35. **Rules of the International Payment Systems** – the rules of international payment systems *[MasterCard Worldwide](#)* and/or *[Visa Europe/Visa Inc](#).*, etc., which regulate the use of their trademarks, processing of the Transactions, the Refunds and Chargebacks requirements for the Cards' acceptance on the Internet, etc. Information on the Rules of the International Payment Systems is available on the public websites of these organizations www.mastercard.com and/or [www.visaeurope.com](#), etc.

1.36. **Security Deposit** – monetary funds of an amount specified in the Special Terms and Conditions withheld in favor of the Company in accordance with this Agreement to guarantee the fulfilment of the Merchant's obligations to the Company under the Agreement.

1.37. **Service Provider** – a third party that provides the Merchant with relevant software to ensure accepting of the Cards in the E-Shop.

1.38. **SSL** – (Secure Sockets Layer) a protocol for encrypting information over the internet.

1.39. **Successful Authorization** – consent of the Issuer to conduct the Transaction and to deduct the Transaction Amount and commission fees (if there are any) from the account of the Cardholder.

1.40. **Special Terms and Conditions** – Appendix 1 to the Agreement, which forms part of this Agreement, specifying fees, how fees are paid, Security Deposit, account numbers, payment currency and other parameters and fees.

1.41. **Transaction** – a financial operation using the Card to initiate a payment by the Cardholder to the Merchant for any of the goods or services declared in the Merchant Application and available in E-shop. A Transaction under this Agreement is also a transfer

of the funds and replenishment of the account existing in the electronic environment by the means of Card or the OCT if such service is provided to the Merchant.

1.42. **Transaction Amount** – sum of money specified in the inquiry for Authorization of Transaction confirmed by the Issuer for conducting the Transaction (Successful Authorization).

1.43. **Transaction Data** – information on the Transaction and the Card by means of which the Transaction was conducted, as well as information on the Cardholder's identification results and additional information for fraud monitoring purposes.

1.44. Headings are given for convenience and do not affect the interpretation of the Agreement.

1.45. References in the text of the Agreement to **Clauses**, **Sub-Clauses** and **Appendices** are references to clauses and sub-clauses of, and appendices to, this Agreement.

2. THE SUBJECT AND NATURE OF THE AGREEMENT

2.1. The Agreement shall determine and govern the legal relationship of the Parties in relation to acceptance of Cards in the E-Shop, processing of Transactions, Refunds and Chargebacks and the transfer of the Transactions Amounts to the Merchant or Cardholder according to the Agreement.

2.2. When using provided by this Agreement service, all conditions of the General Payment Service Agreement, additional conditions laid down in supplements and Rules of the International Payment Systems are applied to the Merchant. The Merchants confirm that they have read the present conditions and commits to comply with them. Rules of the International Payment Systems are also applied to the Merchant. In case of discrepancies between the Agreement and the General Payment Service Agreement, the provisions of the Agreement shall prevail in governing the legal relationship between the Parties specified in Clause 2.1 hereof. In case of discrepancies between the General Payment Service Agreement, its supplements and Rules of the International Payment Systems, Rules of the International Payment Systems shall prevail.

2.3. The Merchant warrants and represents to the Company that the statements it made in the Merchant Application are true.

2.4. Under this Agreement Merchant acknowledges and assigns the Company to process transactions and receive funds from Acquirers on behalf of Merchant.

3. THE RIGHTS AND OBLIGATIONS OF THE COMPANY

3.1. The Company undertakes to:

3.1.1. make the Payswix Payment Gateway available to the Merchant and to confirm to the Merchant the Payswix Credentials;

3.1.2. disclose to the Merchant in the Special Terms and Conditions details of the Acquirers and to notify in advance the Merchant if the Acquirer's credentials are changed;

3.1.3. accept the Transaction Amounts and Refunds from the Acquirer;

3.1.4. after receipt of the Transaction Amounts from the Acquirer within 2 (two) business days transfer the Transaction Amounts to the Current Account;

3.1.5. transfer an Original Credit Transaction amount to the Cardholder from the Current Account, in each case in accordance with this Agreement and the PS Regulations.

3.2. The Company shall deduct the applicable fees, reserves, chargebacks, charges and refunds, fines imposed by the Company, Acquirer or International Payment System from

the Transaction Amount transferred to the Current Account in accordance with the Special Terms and Conditions. Fees and charges are deducted at the same time as Transaction Amount is transferred to the Current Account.

3.3. If any transfer date specified in the Agreement or Special Terms and Conditions or required under the PS Regulations is not a Business Day, the transfer shall be made on the next Business Day.

3.4. The Company shall execute those transfers within terms set out in the Special Terms and Conditions but shall not be liable for any delay to a transfer caused by, or resulting from, the late or otherwise incorrect receipt of the Transaction Amounts from Issuer and/or any restrictions of or the Acquirer.

3.5. If for any reason the amount received by the Company from the Acquirer is less than the sum of the Transaction Amounts, the Company shall transfer the amounts actually received to the Merchant and deduct any sums in accordance with Clause 3.2.

3.6. The Company shall be entitled:

Fees, Charges, Deposit, Reserve, and other deductions

3.6.1. to deduct from the Transaction Amounts transferred to the Current Account any sums due to the Company from the Merchant, including those that are due, or become due, under Clause 4.1.36

3.6.2. to invoice the Merchant for the remainder of any sums due to the Company if the E-Wallet Balance or the Transaction Amounts received are not sufficient to satisfy all sums due to the Company from the Merchant under Clause 4.1.36;

3.6.3. to use the rights of set-off, retention and/or deduction in paragraph 6;

3.6.4. to use the Security Deposit according to the Agreement;

3.6.5. to change the Merchant's Reserve and/or Security deposit upon notice and at Company's sole discretion depending on refund ratios, fraud ratios, Chargeback ratios and other risk considerations;

3.6.6. to require Merchant to provide additional Reserve and/or Security deposit in the form and amounts as indicated by the Company.

Information Flows

3.6.7. to accept or reject the received Merchant Application in its absolute discretion;

3.6.8. to request from the Merchant transaction documents and substantive explanations about transfers conducted by the Merchant;

3.6.9. having reasonable grounds, to inform the International Payment Systems and/or appropriate law enforcement agencies of any suspected fraudulent operations of the Merchant;

3.6.10. to request from the Merchant to provide and to implement the Action plan acceptable to the Company, if the number of Chargebacks or fraudulent Transactions exceeds at least one of the following parameters:

3.6.10.1. on the Transactions conducted via the Cards issued under the brand of *"MasterCard", "Maestro", "Visa"* and *"Visa Electron"* – 10 (ten) Chargebacks or 0,65% (zero point sixty five percent) chargeback ratio of the total number of Transactions for the current month;

3.6.10.2. the amount of fraudulent Transactions conducted via the Cards issued under the brand of *"MasterCard"* and *"Maestro"* exceeds 5 000 USD (five

thousand US dollars) or 0,65% (zero point sixty five percent) of the total amount of Transactions for the current month;

3.6.10.3. the amount of fraudulent Transactions conducted via the Cards issued under the brand of "*Visa*" and *"Visa Electron"* exceeds 5 000 USD (five thousand US dollars) or 0,65% (zero point sixty five percent) of the total amount of Transactions for the current month.

Delays to Transfers

3.6.11. to delay transfer of any Transaction Amounts or processing of any Transaction where there is suspicion of the illegality of the Transaction or relating to the activity of the Merchant, or otherwise in accordance with the Rules of the International Payment Systems and/or the rules of the Acquirer;

3.6.12. immediately to delay transfer of any Transaction Amounts for up to 180 (one hundred eighty) calendar days or on demand of Acquirer for a longer term, where they relate to Transactions in which Chargebacks arose. If a Chargeback is found invalid according to the Rules of the International Payment System or was withdrawn by the Issuer, within 5 (five) Business Days of receiving the relevant sums from the Acquirer, the Company shall transfer those sums to the Merchant. If a Chargeback is justified, the sums specified in this Clause shall be used for redemption of liabilities towards the Cardholder and shall not be transferred to the Merchant;

3.6.13. to withhold the Transaction Amounts from any account of the Merchant in the Company if the Merchant has not provided documents/information according to Sub-Clauses 4.1.25 to 4.1.26 within 1 (one) Business Days from the moment the Company's request is notified to the Merchant;

Suspension of Services

3.6.14. to suspend, with immediate effect, the acceptance of Cards, the processing of any Transactions, Refunds, transfer of the Transaction Amounts and Original Credit Transactions, access to Payswix Payment Gateway until all the circumstances are clarified to the Company's satisfaction if the Company suspects:

3.6.14.1. that the Transactions relate to money laundering or financing of terrorism;

3.6.14.2. (or if the Merchant has notified the Company of a suspicion) that the Payswix Credentials has been lost, stolen, misappropriated or used in an unauthorized way.

In each case the Company shall have absolute discretion regarding when to resume accepting Cards, processing Transactions or Original Credit Transactions, Refunds and transferring the Transaction Amounts, taking into account the available information and any recommendations of the International Payment Systems;

3.6.15. to suspend, with immediate effect, the acceptance of Cards, the use of the Current Account, the processing of Transactions, Original Credit Transactions, Refunds, transfers of the Transaction Amounts, access to Payswix Payment Gateway until all the circumstances are clarified to the Company's satisfaction if the Merchant and/or the E-Shop breaches:

3.6.15.1. the Agreement; and/or

3.6.15.2. the Rules of the International Payment Systems and/or the rules of the Acquirer; and/or;

3.6.15.3. the Current Account is closed, suspended, or otherwise restricted.

The Company shall have absolute discretion following such a suspension as to when to resume accepting Cards, processing Transactions, Refunds and transferring the Transaction Amounts, taking into account the available information and any recommendations of the International Payment Systems and/or the Acquirer;

3.6.16. to suspend the provision of services under this Agreement:

3.6.16.1. if the Rules of the International Payment Systems and/or the Acquirer are subsequently amended in such a way as, in the reasonable opinion of the Company, to make the continued provision of services under this Agreement impracticable or economically unviable; and/or

3.6.16.2. if the Merchant is suspected of breaking those Rules;

3.6.17. to suspend, with immediate effect, the acceptance of Cards, the processing of Transactions and the transfer of the Transaction Amounts if the number of Chargebacks received in one calendar month exceeds at least one of the following parameters:

3.6.17.1. on the Transactions via the Cards issued under the brand of *"Visa"* and *"Visa*

Electron" in relation to a particular E-Shop:

3.6.17.1.1. for High Risk Merchants – 100 (one hundred) Chargebacks and 1% (one percent) chargeback ratio;

3.6.17.1.2. for all other Merchants – 15 (fifteen) Chargebacks and 0,8% (zero point eight percent) chargeback ratio;

3.6.17.2. on the Transactions via the Cards issued under the brand *"MasterCard"* and
"Maestro" in relation to a particular E-Shop:

3.6.17.2.1. for High Risk Merchants – 100 (one hundred) Chargebacks and 1% (one percent) chargebacks ratio;

3.6.17.2.2. for all other Merchants – 15 (fifteen) Chargebacks and 0,8% (zero point eight percent) chargebacks ratio;

3.6.18. to suspend, with immediate effect, the acceptance of Cards and the transfer of the Transaction Amounts if fraudulent Transactions in one calendar month exceeds at least one of the following parameters:

3.6.18.1. on the Transactions via the Cards issued under the brand of *"Visa"* and *"Visa*

Electron" in relation to a particular E-Shop:

3.6.18.1.1. for High Risk Merchants – 25,000 USD (twenty five thousands) or equivalent in any other currency at the Acquirer's rate and 1% (one percent) fraud ratio at the last day of respective calendar month reported fraud;

3.6.18.1.2. for all other Merchants – 7,000 USD (seven thousand) or equivalent in any other currency at the Acquirer's rate and 0,8% (zero point eight percent) fraud ratio at the last day of respective calendar month reported fraud;

3.6.18.2. on the Transactions via the Cards issued under the brand of *"MasterCard"* and *"Maestro"* in relation to a particular E-Shop:

3.6.18.2.1. for High Risk Merchants – 25,000 USD (twenty five thousands) or equivalent in any other currency at the Acquirer's rate and 1% (one percent) fraud ratio at the last day of respective calendar month reported fraud;

3.6.18.2.2. for all other Merchants – 7,000 USD (seven thousand) or equivalent in any other currency at the Acquirer's rate and 0,8% (zero point eight percent) fraud ratio at the last day of respective calendar month reported fraud;

3.6.19. to unilaterally revise cooperation conditions under the Agreement and to revise practicability of such a cooperation with the Merchant, if:

3.6.19.1. the Merchant has not provided the Action plan requested by the Company to the time specified in Sub-Clause 4.1.31 of the Agreement; and/or

3.6.19.2. the statistics of the Chargebacks and fraudulent Transactions of the Merchant does not improve during 1 (one) calendar months from the moment of receipt of the Action plan by the Company.

3.7. To the extent permitted by applicable laws and regulations, the Company shall notify the Merchant before exercising its rights under Sub-Clause 3.6.11 to 3.6.19 to provide information to the International Payment Systems (or law enforcement agencies), to delay transfers, or to suspend services. If the grounds for exercising those rights no longer exist, the Company shall notify the Merchant without undue delay after learning this and shall resume the normal provision of services.

3.8. At the request of the Merchant at any time during the term of this Agreement, the Company shall provide to the Merchant a copy of this Agreement and all the information referred to in the PS Regulations.

3.9. The Company shall make available to the Merchant in the Current Account and in the Payswix Payment Gateway or other systems provided by the Company data which shows the number of Card-based Transactions, Chargebacks, Refunds and the amount of service charge; and such information about the execution of Transactions, Refunds, Chargebacks and the receipt of payments as is required by the PS Regulations. If, at the Merchant's request, the Company provides additional information and/or more frequent information, the Company may charge a fee for doing so, which shall correspond to the Company's actual costs in providing that additional or more frequent information.

3.10. The Company applies limits on the value of single and monthly Original Credit Transactions it will process. These limits are set out in the Special Terms and Conditions. The Company may from time to time assess the Original Credit Transaction limits applicable and shall notify the Merchant prior to any updated limit taking effect.

3.11. The single and monthly limits specified in the Special Terms and Conditions apply in relation to Original Credit Transactions initiated in respect of any particular Cardholder (i.e. the recipient of the Original Credit Transaction).

3.12. The total amount of OCTs initiated by the Merchant during any Business Day shall not exceed the Minimal Account Balance in force from time to time.

3.13. The Company has the right, at its absolute discretion, to reject Original Credit Transactions if there is no sufficient funds in the Current Account or Minimal Account Balance is exceeded.

3.14. The Company has the right unilaterally change the fees, charges set out in Special Terms and Conditions. About made changes the Company will notify the Merchant in writing.

4. THE RIGHTS AND OBLIGATIONS OF THE MERCHANT

4.1.   The Merchant undertakes:

Operation of the E-Shop

4.1.1.   to submit a completed Merchant Application in relation to every E-Shop;

4.1.2.   to accept the Cards from Cardholders as the means of payment only for the goods and services offered by the Merchant in the E-Shop;

4.1.3.   to accept the Cards as the means of payment only for payment of goods and services declared in the Merchant Application and only in the E-Shop declared in the Merchant Application;

4.1.4.   to initiate an Original Credit Transaction only for the goods and services that are in conformity with the types of commercial activity of the Merchant specified in the Merchant Application and under this Agreement;

4.1.5.   to observe all applicable legislation and regulations (in particular those relating to consumers, distance selling and e-commerce) in the territory in which the Merchant sells the goods and/or provides its services;

4.1.6.   to ensure that the E-Shop conforms to the parameters and information listed in the Merchant Application;

4.1.7.   to observe the rules of the Acquirer, the Rules of the International Payment Systems and the technical requirements set by the International Payment Systems and by the Acquirer;

4.1.8.   to identify itself clearly in the E-Shop so that Cardholders can distinguish the Merchant from the other parties involved in processing of the Transaction;

4.1.9.   to confirm the identity of the Cardholder in full compliance with applicable law including but not limited to Anti-money Laundering directive and laws;

4.1.10.   to disclose prominently and clearly and inform the Cardholder at all points of interaction: (i) the location (physical address) of the Merchant and fixed place of business through which it conducts its business; and (ii) Cardholder is easily able to understand that the Merchant is responsible for the Transaction, including delivery of the goods (whether physical or digital) or provision of the services that are the subject of the Transaction, and for customer service and dispute resolution, all in accordance with the terms applicable to the Transaction. The Merchant location must be disclosed before the Cardholder is prompted to provide Card information. Merchant name and location, as disclosed to the Cardholder, must be the same as what is provided in authorization and clearing Transaction messages.

4.1.11.   to publish and keep up to date on Merchant website main terms and conditions, refund policy, shipping policy, complaints policy, privacy policy, contact details and specifications/descriptions of the goods and services offered by the Merchant in the E-Shop;

4.1.12.   to advise Cardholders that the Merchant is responsible for the delivery of the goods and/or the performance of the services underlying the Transaction and for all questions in connection with such goods and services (especially any complaints by the Cardholder);

4.1.13.   if the Cardholder rejects the goods or the services, purchased by Transaction, to return the Transaction Amount to the Cardholder in full or in part depending on the publicity available to Cardholders rules of the Merchant about cancelled Transactions;

4.1.14. to return the Transaction Amount to the Cardholder in full where required by the Rules of the International Payment Systems;

4.1.15. for the duration of the Agreement, to place in the electronic environment of the E-Shop the trademarks of those Cards that the Merchant accepts. The trademarks of the Cards should not be placed in such a way as to produce an impression that the International Payment Systems sponsor, produce or trade in the goods or services in the E-Shop;

4.1.16. after expiration of the Agreement for any reason, to remove the trademarks of Cards from the electronic environment of the E-Shop;

4.1.17. to use exclusively the Payswix Payment Gateway software for the acceptance and processing of Cards Transactions in the E-Shop which were initiated via Payswix Payment Gateway software;

4.1.18. always use the SSL and follow PCI DSS requirements;

4.1.19. to take all reasonable steps to keep safe the Payswix Credentials (including not recording it in writing or disclosing it to third parties), to prevent the Payswix Credentials from being used by any unauthorized third party, and to notify the Company using the contact information specified in Clause 18.6 and/or telephone number specified in Clause 18.7 as soon as possible and without undue delay on first becoming aware of the loss, theft, misappropriation or unauthorized use of the Payswix Credentials;

4.1.20. The Merchant does not present a Transaction for payment until the goods or services underlying the Transaction have been delivered or provided to the Cardholder or recipient of the goods/services, or the Cardholder explicitly has agreed to an advanced debit or a recurring debit on the payment method.

Information flows

4.1.21. to inform its employees, officials and involved persons promptly and in an appropriate manner of the main features of the Agreement, the Rules of the International Payment Systems and of the Acquirer, as well as to monitor and procure those individuals' ongoing compliance with the Agreement, the Rules of the International Payment Systems and the rules of the Acquirer throughout the term of the Agreement;

4.1.21. to inform the Company without undue delay (and in any case within 1 (one) months of the date of the relevant Transaction) after discovering an unauthorized, incorrectly executed or unexecuted payment transaction;

4.1.22. to inform the Company immediately, but not later than within 1 (one) Business Days of any cases of fraud or other illegal operations with the Cards suspected by the Merchant;

4.1.23. to act according to the Rules of the International Payment Systems when considering Chargebacks;

4.1.24. to provide the Company with such assistance in relation to Chargebacks as the Company may reasonably request;

4.1.25. to provide documents confirming the Transaction, Refunds and give explanations in relation to any Chargeback, immediately, but not later than within 1 (one) Business Days from receipt of the Company's request to do so;

4.1.26. to confirm to the Company immediately, but not later than within 1 (one) Business Days whether it intends to accept a Chargeback or to represent it by submitting requested documents to the Company. Additional Chargeback Processing Fee is applicable in case Merchant decides to represent Chargeback by submitting requested documents to the Company;

4.1.27. to keep the Transaction and Refunds confirmation records in electronic or printed format for at least 3 (three) years from the date of the Transaction and Refunds, except for those records where earlier deletion is mandatory by law, and to provide such records in readable format to the Company promptly following a request from the Company;

4.1.28. to store Card data according to the PCI DSS requirements as requested by the Rules of the International Payment Systems from time to time. Sensitive Card data (name, surname, card number, CVV code, expiration data) cannot be stored;

4.1.29. to implement on a daily basis, the procedure set by the Company which provides processing and aggregation of information on Transactions conducted by the Merchant during a Business Day, including rejected and returned transactions;

4.1.30. to inform the Company in writing immediately, but not later than within 3 (three) Business Days, of all changes in the information specified in the Agreement, its appendices or any other information given by the Merchant to the Company prior to entering the Agreement;

4.1.31. to provide the Action plan to the Company immediately, but not later than within 7 (seven) Business Days from the moment of reception of such inquiry from the Company;

4.1.32. to comply with applicable personal data protection requirements;

Funding and Reserve

4.1.33. to provide the Security Deposit according to the provisions of the Agreement and in the amount set in the Special Terms and Conditions;

4.1.34. to ensure that the Current Account contains at least the Minimal Account Balance every business day without exceptions;

4.1.35. to provide the Reserve in accordance with the terms set out in the Special Terms and Conditions.

Fees and Charges

4.1.36. to pay to the Company:

4.1.36.1. the commission fees to be paid to the Company by the Merchant as set out in the Special Terms and Conditions in the manner described therein and published on the Company website;

4.1.36.2. the amount of any Refunds;

4.1.36.3. the Chargeback processing fee and Additional Chargeback Processing Fees in the manner described in the Special Terms and Conditions;

4.1.36.4. on demand, the amount of any justified Chargeback;

4.1.36.5. on demand all charges, costs, expenses and/or damages imposed on the Company by the International Payment Systems or the Acquirer in connection with any breach of the Rules of the International Payment Systems or the rules of the Acquirer by the Merchant;

4.1.36.6. on demand all charges, costs, expenses, damages and losses (whether indirect or consequential) caused to the Company by any non-fulfilment of that Merchant's obligations or any actions or inactions of the Merchant under this Agreement or applicable laws or as a consequence of the Merchant breaching the terms of the Agreement and/or the Rules of the

International Payment Systems and/or the rules of the Acquirer and/or applicable laws and regulations;

4.1.36.7. on demand any indemnity due to the Company in accordance with Clause 5.8;

4.1.36.8. within 10 (ten) calendar days the Company's invoice under Clause 3.6.2.

4.2. The Merchant shall not be entitled:

4.2.1. to accept the Cards as the means of payment and monetary funds as Transaction Amounts for any other goods and services except as defined in accordance with the Merchant Application;

4.2.2. to levy a surcharge for payments made by Cards unless it does so in full compliance with applicable laws and regulations as amended from time to time and the Rules of the International Payment Systems, to the extent that they do not conflict with applicable laws and regulations;

4.2.3. to set any minimum or maximum Transaction Amount;

4.2.4. to accept a Card in order to pay or refinance already existing obligations, i.e. the Merchant shall accept Cards only as payment for the goods and services declared in the Merchant Application and only in the E-Shop that is declared in the Merchant Application;

4.2.5. to accept a Card if there is cause to doubt the identity of the Cardholder or to believe that the Card is being used fraudulently or illegally, unless the Merchant has taken steps to satisfy itself of the identity of the Cardholder and that the Card is being used legitimately;

4.2.6. within a Transaction to issue cash to the Cardholder;

4.2.7. within a Transaction to issue a commercial cheque, bill or any other document or instrument with which it is possible to make payments;

4.2.8. to divide a Transaction into parts;

4.2.9. to accept Cards as the means of payment for the commercial activity of third persons;

4.2.10. to issue electronic money as a result of the Transaction, except when the Merchant has corresponding license/certificate/permission for emission of electronic money, issued by institution, which is entitled to issue corresponding license/certificate/permission;

4.2.11. to use the Transaction Data for other purposes except lawful processing such data according to the Rules of the International Payment Systems; nor

4.3. The Merchant should notify the Company if monetary funds held with the Company belong to the Merchant's underlying clients ("client monies"). In addition to the rights of set-off, retention and deduction in Clause 6, the Merchant irrevocably authorizes the Company, without any additional agreement or authorization, to deduct from the Current Account and from the Security Deposit the amounts required in order to satisfy the amounts due to the Company under Sub-Clause 4.1.32 provided that:

4.3.1. if the Merchant has notified the Company that monetary funds held with the Company belong to the Merchant's underlying clients, the Company shall not deduct commission fees or monetary funds from such client monies; and

4.3.2. the amount deducted by the Company shall not exceed the amount of monetary funds transferred to the Merchant by any relevant third party.

4.4.   The Merchant warrants and undertakes to the Company that its activity and activity of the E-Shop complies with all applicable laws and regulations.

4.5.   If the Merchant wishes to dispute a Chargeback, all the costs arising from consideration of the dispute, including commission fees for consideration of the Chargeback, the Chargeback processing fee, Additional Chargeback Processing Fees and possible costs of the Arbitration, shall be paid by the Merchant. Any dispute of a Chargeback shall not limit the rights of the Company stipulated in the Agreement to delay the sums in the amount of Chargeback.

4.6.   If the Merchant is found non-compliant with PCI DSS and/or is engaged in Cardholder/account data compromise according to the Rules of International Payment Systems, the Merchant must collaborate with the Company, the Acquirer and/or the International Payment Systems in providing all necessary information and documents.

4.7.   The Merchant warrants and confirms that the Merchant agrees to be provided with the data in accordance with Clause 3.9.

4.8.   The Merchant bears full financial responsibility for all complaints and claims made by the International Payment Systems, the Acquirer or the Company, as well as undertakes independently to pay all the fines imposed by the International Payment Systems and/or the Acquirer and compensate the Company all the losses that are connected with the International Payment Systems' fines.

5.   LIABILITY OF THE PARTIES

5.1.   Each Party's liability to the other for fraud or for death or personal injury resulting from its negligence shall be unlimited.

Liability of the Company

5.2.   Where the Merchant acts as a payer when initiating an OCT it must provide the Company with the correct recipient Cardholder details (the "unique identifier") and Transaction details (Transaction amount, Transaction currency) in order for the Company to correctly process the OCT Transaction.

5.3.   The Company will not be liable to the Merchant if the Company executes a payment transaction in accordance with a unique identifier/and/or Transaction amount and/or Transaction currency provided by the payer, but where the unique identifier/and/or Transaction amount and/or Transaction currency provided was incorrect. Such transactions shall be deemed to be correctly executed by the Company and shall not be construed as unexecuted or incorrectly executed payment transactions for which the Company may have liability. However, the Company will make reasonable efforts to recover the funds involved in the payment transaction and the Merchant agrees that the Company may charge the Merchant for its actual costs in attempting any such recovery.

5.4.   The Merchant shall consent to the initiation of an OCT by sending OCT data via the Payswix Payment Gateway. The Merchant is not able to cancel an OCT once it has been confirmed and consented to in accordance with this Clause.

5.5.   Subject to Clauses 5.1 and 5.7, the Company's aggregate liability to the Merchant under this Agreement shall be limited to all events occurring in any given year (which for these purposes means each period of a year starting with the Agreement commencement date and each succeeding anniversary of the commencement date), to an aggregate amount equal to the fees paid to the Company by the Merchant during the said year (minus any costs, e.g. fees of the International Payment Systems).

5.6.   Subject to Clauses 5.1 and 5.7, the Company shall not be liable to the Merchant for:

5.6.1.   any business interruption, loss of profits, loss of business, loss of revenue, loss of goodwill, loss of opportunity, loss or injury to reputation or loss of anticipated

savings arising from or in connection with the Agreement, even if the Company was made aware of a possibility that such loss or damage could occur; or

5.6.2. any indirect or consequential loss or damage which may arise from or in connection with the Company's performance, purported performance or failure to perform its obligations under the Agreement; or

5.6.3. any loss or damage of a type which was not reasonably foreseeable when the Agreement was concluded, whether or not the possibility of that type of loss or damage was subsequently advised to or otherwise became known, or should have become known, to the Company after the date of the Agreement; or

5.6.4. any claim where the circumstances giving rise to a claim:

5.6.4.1. are due to an unusual and unforeseeable event, outside the Company's reasonable control and the consequences of which could not have been avoided even if all due care had been exercised (such as, for example, force majeure, events of war and acts of God, strike, lockout, traffic disruption, acts of domestic or foreign governmental authorities); or

5.6.4.2. were caused by the Company's compliance with applicable laws and regulations; or

5.6.5. any loss or damage to the extent that the Merchant contributed to that loss or damage by any action or omission (whether negligent or not) and the Merchant's liability in that instance shall be determined in accordance with the principles of contributing negligence; or

5.6.6. the actions or inactions of any intermediary service provider appointed by the Company, and the Company's liability in such instance shall be limited to using reasonable care in the selection, appointment and instruction of such intermediary service provider (but not of any third party such provider may use); or

5.6.7. any delay or shortfall in the receipt of funds from the International Payment Systems or Acquirer;

5.6.8. any failure or disruption in the technical infrastructure which the Merchant uses if such failure or disruption is due to abnormal and unforeseen circumstances beyond the Company's control.

5.7. Where the Merchant acts as payer, the Company will be liable to refund to the Merchant any incorrectly executed or unauthorized transactions in accordance with the PS Regulations. The Company's liability to the Merchant for any unexecuted or incorrectly executed or unauthorized Transaction, Refund or OCT shall be limited:

5.7.1. to the amount of the respective payment transaction plus an amount to restore the Merchant's Current Account to the state in which it would have been had the defective or unauthorized Transaction or Refund not taken place plus any charges for which the Merchant is responsible and any interest which the Merchant must pay as a consequence of the non-execution, defective execution or unauthorized nature of the Transaction or Refund; and

5.7.2. to those Transactions where the Merchant notified the Company without undue delay using the contact details provided at Clauses 18.6 and 18.7 on becoming aware of that unauthorized, unexecuted or incorrectly executed Transaction or Refund or in any event within three (3) months of the date of the payment transaction. That three (3) month period shall commence once the Company has made the relevant Transaction Data or information about the Refund available to the Merchant in accordance with terms of this Agreement.

Liability of the Merchant

5.8. The Merchant shall exercise the degree of care and expertise expected of a responsible businessperson and shall be liable for and shall indemnify the Company from and against all expenses, costs, claims, obligations or any liability and all other direct damage or loss arising from any breach by the Merchant of its obligations under the Agreement and/or of applicable laws and regulations.

5.9. Where the Merchant is acting as a payer, it bears all losses incurred in respect of an unauthorized payment transaction, arising from the use of a lost or stolen payment instrument (including the Payswix Credentials) or, where the Merchant has failed to keep safe personalized security features of the payment instrument, or has otherwise contributed to the misappropriation of the payment instrument.

Liability of the Service Provider, Acquirers

5.10. The Service Provider makes no warranty to the Merchant and disclaims all warranties of any kind to the Merchant, whether express or implied.

5.11. The Acquirer, Service Provider does not accept any obligation towards Merchant.

5.12. The Service Provider has no liability to the Merchant for any damages, whether direct, indirect, incidental, consequential or punitive, arising out of the use or license of the provided services by the Service Provider, regardless of the theory of liability (including negligence and strict liability).

6. RIGHTS OF SET-OFF, RETENTION AND DEDUCTION

6.1. The Merchant agrees that, in addition to any other rights it may have against the Merchant, the Company may:

6.1.1. set off any obligation owed by the Merchant to the Company under this Agreement against any sums owed by the Company to the Merchant; and/or

6.1.2. retain moneys in any account of the Merchant with the Company (other than one containing client monies) until such time as the Company, acting reasonably, considers that the Merchant has discharged its obligations under this Agreement; and/or

6.1.3. deduct sums owed by the Merchant to the Company from any account of the Merchant with the Company in order to settle the obligations of the Merchant to the Company.

6.2. If the obligations of the Parties are expressed in different currencies, the Company may convert either obligation in accordance with Clause 18.1 for the purpose of any set-off and/or deduction.

6.3. For as long as the Merchant has unfulfilled obligations to the Company, the Merchant shall not be permitted to pledge, charge, mortgage, assign, transfer, encumber or otherwise create security over moneys in any account of the Merchant with the Company.

7. SECURITY DEPOSIT

7.1. The Merchant should transfer the Security deposit to the Company's account in accordance with the Special Terms and Conditions.

7.2. The Company has the unilaterally right every 3 (three) months to review and change the amount of Security deposit specified in the Special Terms and Conditions. In the event of increasing of the Security Deposit, the Merchant should top up the Security deposit within 3 (three) business days.

7.3.   The Company shall release and return the Security Deposit to the Merchant via a transfer to the Current Account after 6 (six) months after the termination of the Agreement.

7.4.   The Company may, unilaterally and without prior notification, use the Security Deposit to:

7.4.1.   return Transaction Amounts to the Cardholder for justified Chargebacks and Refunds; and

7.4.2.   pay all sums due to the Company under Sub-Clause 4.1.36.

7.5.   If the Company following this Agreement use the Security Deposit, the Merchant should top up the Security deposit within 3 (three) business days.

8.   RESERVE

8.1.   The Company may at its sole discretion at any time and without prior notice draw and receive amounts from the Reserve as required to cover any amounts owed to Acquirer, to International Payment System or to the Company in connection with this Agreement.

8.2.   Unless otherwise indicated in the Special Terms and Conditions, the amount of the Reserve shall be ten percent (10%) of the total of all approved and settled Transactions within a specific calendar month and will be held and maintained for a minimum of six (6) months from the end of such calendar month, on a rolling basis.

8.3.   If after the six (6) month period there is still a risk of more Chargebacks, Refunds, customer disputes, Assessments or any other actual or potential debt or liability, then Company will have the right to withhold such money until such risk is eliminated. Upon expiration of this six (6) month period (or longer, as the case may be), any balance remaining as Reserve will be transferred to Merchant. Company will inform Merchant of any charges debited to the Reserve during this period.

8.4.   The Company may change the Merchant's Reserve upon notice and at Company's sole discretion depending on Refund ratios, Fraud Ratios, Chargeback Ratios and other risk considerations.

9.   CONFIDENTIALITY OF INFORMATION

9.1.   Each Party may disclose (when acting in such a capacity, the Party shall be referred to herein as the "Disclosing Party") to the other Party (when acting in such a capacity, the party shall be referred to herein as the "Recipient") certain Confidential Information (as defined below) owned or possessed by the Disclosing Party for the purpose of this Agreement.

9.2.   The Parties agree that "Confidential Information" shall include any information owned or possessed by the Disclosing Party, except for the exemptions specified in 8.4, regardless of form including not only written information but also information transferred orally, visually, electronically or by any other means. If the Recipient of information from the Disclosing Party does not know whether the information is viewed by the Disclosing Party as confidential, the Recipient must presume that it is viewed as confidential by the Disclosing Party and shall treat it as Confidential Information until the Disclosing Party affirmatively states otherwise in writing or other circumstances establish that the confidentiality restrictions of this Agreement shall not be enforced for such information.

9.3.   Each Party shall treat Confidential Information as strictly confidential and neither Party shall disclose Confidential Information without the prior written consent of the other Party, except as permitted by Clauses to 9.4.

9.4.   Each Party shall be entitled to disclose Confidential Information without prior notice to the other:

9.4.1. if required under applicable law and regulation, including of Lithuania and/or European Union; and/or

9.4.2. if requested by any government, law enforcement, supervisory or regulatory body or by any court, tribunal or other judicial or quasi-judicial body, in each case having jurisdiction over that Party; and/or

9.4.3. in order to disclose Transaction Data and information about Refunds and Chargebacks to the Data Centre, the Service Provider and/or the International Payment Systems; and/or

9.4.4. if the disclosure is to its professional advisers acting under a duty of confidentiality in relation to that Confidential Information;

9.4.5. The Company is entitled to disclose Confidential Information about the Merchant to International Payment Systems and Acquirer in accordance with the Rules of the International Payment Systems.

9.5. The Parties agree that information shall not be deemed Confidential Information and the Recipient shall have no obligation to hold in confidence such information, where such information:

9.5.1. is or becomes publicly known through no wrongful act of the Recipient, its employees, officers, directors, or agents;

9.5.2. is or will be available to the Parties from sources other than the Party to this Agreement on the condition that the party which is the source of information is not bound by the limitations imposed by the clauses and non-disclosure agreements with the Party to whom the Confidential Information relates, and the information was legally gained;

9.5.3. has been lawfully acquired by the Recipient or its Representatives from a person not under any obligation to the Disclosing Party with respect to disclosure of any Confidential Information;

9.5.4. is approved for release (and only to the extent so approved) by the Disclosing Party;

9.5.5. was independently conceived or discovered by the Recipient or its Representatives without the use of or reference to the disclosed information.

9.6. Each of the Parties shall be entitled to disclose the fact of signing the Agreement without prior notice to the other.

9.7. Obligations of the Parties:

9.7.1. retain the Confidential Information of the Disclosing Party in strict confidence, to protect the security, integrity and confidentiality of such information and to not permit unauthorized access to or unauthorized use, disclosure, publication or dissemination of Confidential Information except in conformity with this Agreement;

9.7.2. ensure compliance with the obligations resulting from the Agreement by its employees (and persons performing duties under civil law contracts), and other parties that have access to Confidential Information. The Recipient shall take reasonable steps to ensure that its representatives adhere to the terms of this Agreement and shall be responsible for any breach of this Agreement by any of its Representatives;

9.7.3. the Recipient shall not, directly, or indirectly, whether acting on its own behalf or as an agent, partner, consultant, affiliate or in any other capacity, in concert with or on behalf of any third party, use Confidential Information to interfere or compete in any way with the business operations, business relationships, contract rights or business opportunities of the Disclosing Party;

9.7.4. either Party shall take all reasonable steps and implement and/or use sufficient organizational and technological means to ensure the Confidential Information may not be obtained by or come to knowledge of any unauthorized third person. Such means shall be considered sufficient in case they have been implemented and applied with the same care and diligence that the Recipient uses to protect its own proprietary and confidential information, but in no case less than reasonable care;

9.7.5. If there is an unauthorized disclosure or loss of any of the Confidential Information by Receiving Party or any of its Representatives, Receiving Party will promptly, at its own expense, notify Disclosing Party in writing (within 24 hours since the breach became apparent) and take all actions as may be necessary or reasonably requested by Disclosing Party to minimize any damage to the Disclosing Party or a third party as a result of the disclosure or loss.

9.8. The obligations in this Section 8 shall survive the termination or expiration of the Agreement.

10.   DATA PROTECTION

10.1. For the purposes of this Section 10 "process", "Controller" and "Processor" have the meaning set out in the GDPR.

10.2. In relation to the performance of its obligations under this Agreement, each Party is separately and independently responsible for complying with the provisions and obligations that apply to it as a controller under the Data Protection Legislation and any equivalent legislation or regulations in any relevant jurisdiction. For the avoidance of doubt, Company shall only comply with Data Protection Legislation, directly applicable to it. This Section 10 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Legislation.

10.3. Each Party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the Data Protection Legislation and shall make such information available to any DP Regulator on request.

10.4. The Parties acknowledge and agree that they shall each be a Controller for the purposes of Data Protection Legislation. In particular the Company shall determine the purposes and manner of its own processing of Personal Data, including for the purposes of:

10.4.1. risk management including fraud monitoring, prevention, detection and prosecution;

10.4.2. regulatory compliance activity including anti-money laundering, financial crime compliance and identity screening;

10.4.3. the Company's compliance with the Rules of the International Payment Systems; and

10.4.4. the Company's compliance with any other applicable laws.

10.5. Where the Merchant transfers Personal Data to the Company, the Merchant warrants and represents to the Company that it has the right to transfer such Personal Data to the Company for the duration and purposes of this Agreement, and that it has either:

10.5.1. obtained all necessary consents to transfer the Personal Data to the Company at the appropriate time, or

10.5.2. secured another lawful basis, in accordance with applicable Data Protection Legislation, to process the Personal Data and to share such Personal Data with the Company for processing as envisaged by this Agreement, and   provided appropriate privacy notices to the relevant Data Subjects (as required by Data

Protection Legislation) to enable it to share the Personal Data with the Company for the purposes of providing the services envisaged by this Agreement.

10.6. Notwithstanding Clause 10.4, where (and only to the extent that) either party processes any Personal Data as a Processor on behalf of the other party in connection with this Agreement or the Services, the first party will comply with the provisions and obligations imposed on a Processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) of GDPR which shall form a part of, and be incorporated into, this Agreement as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of this Agreement. Such processing shall be in respect of Cardholder Data and for the purposes, set out in this Agreement, and such processing shall take place for the term of this Agreement.

10.7. Merchant acknowledges that, in order to provide the services under this Agreement, the Company may be required to share Personal Data with (i) payment processors, credit reference and fraud prevention agencies; (ii) any other person if required by applicable law or regulation (including, without limitation, statutory or regulatory reporting obligations); and (iii) any other person to whom the Company transfers its rights under this Agreement.

10.8. Obligations of the Parties:

10.8.1 If either Party receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data by the other Party or to either Party's compliance with the Data Protection Legislation, it shall promptly notify the other Party and it shall provide the other Party with reasonable co-operation and assistance in relation to any such complaint, notice or communication;

10.8.2. Upon becoming aware of a security incident, involving or impacting personal data (including Cardholder Data), affected Party without undue delay, but not later than within 24 (twenty-four) hours shall provide all information and cooperation as such other Party may reasonably require, including without limitation:

a) cooperation reasonably required by the other for the purposes of mitigating the effects of a security incident and/or coordinating any notifications to regulators, data subjects and other third parties as may be required by applicable Data Protection Legislation or which the Parties might otherwise consider prudent in the circumstances; and/or

b) updates on an ongoing basis regarding: (i) the nature and categories of the personal data concerned; (ii) the numbers of personal data records which have or may have been compromised; (iii) complaints and/or queries received in relation to the security incident from data subjects, data protection regulators or other third parties; and/or (iv) any other developments regarding the security incident. The affected Party shall further take all such measures and actions as are necessary to remedy or mitigate the effects of the security incident.

10.9. Each Party is solely responsible for any breach of Data Protection Legislation. The Company shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting from the Merchants breach of clause 10.5 of this Agreement together with clauses of Data Protection Legislation.

10.10. Third parties under this agreement are:

Acquirer: Nuvei Limited (email: financialpartners@nuvei.com) and/or Rapyd Europe hf. (email: partnersupport@rapyd.net) and/or PXP Financial Ltd (email: support"pxpfinancinal.com).

10.10.1. The Merchant acknowledges and agrees that the right to decide and select which third party is used in the provision of services belongs solely to the Company.

10.10.2. The Parties agree that the Company has the right to unilaterally change the list of third parties.

11. FORCE MAJEURE

11.1. Each Party shall be exempted from liability for complete or partial non-execution of obligations, as well as for improper execution of its obligations under the Agreement if such non-execution resulted from Force Majeure that arose after signing the Agreement and that the Party could neither foresee, nor prevent by reasonable measures and that directly influences the ability of the Party to execute its obligations under the Agreement.

11.2. At the commencement and cessation of Force Majeure, the Party for which it became impossible to execute its obligations, shall immediately, but not later than 3 (three) Business Days, inform the other Party about it.

11.3. If there is no due notification stipulated in Clause 11.2, the Party at fault must pay the damages to the other Party caused by no notification or late notification.

11.4. The Party for which it became impossible to execute its obligations shall be entitled not to execute only those obligations that were directly influenced by Force Majeure. The obligations free from Force Majeure shall be subject to execution pursuant to the Agreement.

11.5. The Party for which it became impossible to execute its obligations shall take all reasonable measures to eliminate Force Majeure and its consequences.

11.6. The Party which reasoned non-execution of its obligations under the Agreement with Force Majeure must prove the fact of presence of Force Majeure.

11.7. In case the circumstances of Force Majeure or their consequences last for more than 20 (twenty) calendar days, the Parties shall undertake to cooperate with the aim to determine new provisions for execution of the obligations under the Agreement. Should written agreement not be reached within the next 5 (five) calendar days, any of the Parties shall be entitled to unilaterally terminate this Agreement having informed the other Party 5 (five) calendar days beforehand.

12. AUDITS

12.1. Company, Acquirer are entitled to conduct annual or incident-based local audits of the Merchant's business, systems, and premises or related locations or systems of interest or service providers of the Merchant and the Merchant ensures that the necessary access is granted. The Merchant obligates to pay all costs arising in regard to an audit to Company, Acquirer.

13. DURATION AND TERMINATION OF THE AGREEMENT

13.1. The Agreement shall come into effect as soon as signed by both Parties and shall remain in force until terminated in accordance with its terms.

13.2. Each of the Parties may terminate the Agreement by giving 1 (one) month notice in writing to the other Party.

13.3. The Company has the right to terminate the Agreement immediately without notice if:

13.3.1. the Merchant has given inaccurate information to the Company about its financial position and such statements influenced the Company's decision to enter into the Agreement, to assume a particular level of risk and/or to set the security requirements at a particular level; or

13.3.2. there is a material adverse change of the Merchant's financial status or in the value of any security (including the Security Deposit) provided by the Merchant,

or there is a reasonable threat of such adverse change which may have an impact on the Merchant's ability to fulfil its obligations under the Agreement; or

13.3.3. the Merchant is in the course of winding up or is insolvent or if it disposes of its operation or business, either in whole or in part, outside the ordinary course of business; has not informed the Company about the changes in the submitted information; or

13.3.4. the Merchant fails to comply with a request to increase the amount of the Security Deposit within a period of time set by the Company, acting reasonably; or

13.3.5. a suspension under Sub-Clauses 3.6.14 to 3.6.18, inclusive lasts for more than 25 (twenty-five) Business Days; or

13.3.6. the Merchant breaches the Agreement or the Rules of the International Payment Systems, or the rules of the Acquirer and does not remedy (if remediable) such breach within a grace period of time set by the Company, acting reasonably; or

13.3.7. the proportion and/or the number of Chargebacks arising from the Transactions exceeds considerably the limits set out in Sub-Clause 3.6.17 of the Agreement; or

13.3.8. the proportion and/or the number and/or the amount of fraudulent Transactions, conducted via the Cards, exceeds considerably the limits set out in Sub-Clause 3.6.18 of the Agreement, or

13.3.9. the Merchant has not provided to the Company the Action Plan within the time period specified in Sub-Clause 4.1.31, or

13.3.10. the Company is advised by any governmental or other public or regulatory authority with jurisdiction over it to cease doing business with the Merchant, or

13.3.11. If International Payment System, Acquirer or Service provider demands it, or

13.3.12. if activity of Merchant deemed to be fraudulent or otherwise wrongful, or

13.3.13. if agreement with Service provider or Acquirer is terminated, or

13.3.14. based on other grounds provided in applicable laws.

13.4. If the Merchant closes the Current Account, the Company terminates the Agreement with immediate effect. Upon termination of the Agreement the funds due from the Company to the Merchant shall be transferred within T&C of the Agreement to the payment account of the Merchant opened with Financial institution established and licensed in the European Union.

13.5. The expiry or termination of the Agreement shall not prejudice the accrued rights of either Party.

13.6. The Company's right to use Security deposit, Reserve remains valid after expiry or termination of the Agreement.

13.7. In the event that the Agreement is terminated by the Merchant, any charges already paid under the Agreement will not be refunded.

14. GOVERNING LAW AND RESOLUTION OF DISPUTES

14.1. This Agreement is governed by the laws of Lithuania.

14.2. In carrying out any activity under this Agreement, the Parties shall observe the laws of Lithuania and the Rules of the International Payment Systems. In case of discrepancies between the laws of and the Rules of the International Payment Systems, the laws of Lithuania shall prevail.

14.3. The Parties shall settle all disputes and discrepancies arising from the Agreement and relating to execution, validity and abrogation of the Agreement in the courts of the Republic of Lithuania according to the location of the registered office of the Company. The Company may also sue the Merchant in connection with the Agreement in the jurisdiction in which the Merchant has its registered office (if different).

15. THIRD PARTY RIGHTS

15.1. No term of this Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a party to this Agreement.

16. INTELLECTUAL PROPERTY RIGHTS, TRADEMARKS

16.1. This Agreement does not transfer, and is not intended to transfer, to the Merchant any of the Intellectual Property Rights that Company own or any Intellectual Property Rights that Company creates, acquires or develops during the term of this Agreement.

16.2. The Merchant receives a non-transferable, non-exclusive, terminable and royalty-free license to use the Company trademark to the extent such serves the purposes of this Agreement. The Merchant shall follow the Company's instructions in regard to the use of said trademarks and name and accepts that said license may be altered or revoked at any time with immediate effect.

16.3. Each Party will comply with the other's Party's brand rules and requirements provided to each other from time to time and which govern the use of the other's brands and marks or other relevant intellectual property.

16.4. This Agreement does not transfer trademarks of Acquirer or participate of International Payment Systems. Acquirer or participate of International Payment System are the sole and exclusive owners of respective trademarks.

16.5. The Acquirer or participate of International Payment Systems may at any time, immediately and without advance notice, prohibit the Merchant from using any of the trademarks for any reason.

16.6. As the Company is responsible for the Card acceptance policies and procedures of the Merchant, the Company may require any changes to its website or otherwise that it deems necessary or appropriate to ensure that the Merchant remains in compliance with the rules governing the use of the trademarks.

17. REPRESENTATIONS AND WARRANTIES

17.1. Merchant hereby represents, undertakes and warrants that:
(a) It will not process pursuant to this Agreement any face-to-face Transactions without Company's prior written confirmation and the signature of the applicable addenda where required.

(b) This Agreement constitutes Merchant's legal, valid and binding obligation, enforceable against Merchant in accordance with its terms.

(c) It will perform all obligations hereunder with reasonable skill and care.

(d) The execution, delivery and performance by Merchant of this Agreement and the use of services provided by this Agreement will not conflict with or violate any applicable Law.

(e) This Agreement is duly authorized and that it has and shall continue to maintain during the term of this Agreement the full power and authority to execute, deliver and perform this Agreement.

(f) It shall at all times comply with all Data Protection Laws applicable to the conduct of its business and the performance of its obligations under this Agreement and shall not

do or omit to do, or cause or permit anything to be done or omitted to be done, which may cause or otherwise result in a loss, alteration, theft and/or abuse of Personal Data and/or a breach of the Data Protection Laws by the Merchant, Acquirer, International Payment System or others.

(g) It has examined and verified the legality of its operations in each jurisdiction.

(h) It has obtained and shall continue to maintain during the term of this Agreement all necessary regulatory approvals, certificates and licenses to conduct its business including without limitation the required regulatory approvals, certificates and licenses to operate as a Merchant, operate Merchant's websites, sell any product or provide any good and service Merchant intends to offer.

(i) There is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting Merchant which would impair its right to carry on its business as now conducted or affect its financial conditions or operations or its ability to perform the obligations required under this Agreement.

(j) It has full knowledge of the PCI-DSS and Merchant hereby undertakes to faithfully comply there with and apply best organizational and technical security measures and to prove compliance therewith in an appropriate manner to the Company upon request. Merchant shall only use service providers that are PCI-DSS compliant. Furthermore, Merchant will meet all costs associated with achieving compliance and is solely responsible for any Assessments arising from not being compliant. Without derogating from the generality of the above, Merchant assumes full responsibility in the event of total or partial non-compliance with the PCI-DSS.

(k) Any and all information and documentation provided by Merchant is true, accurate, complete and updated and no information, document or statement provided, made available or made are untrue, false, incorrect, incomplete or misleading.

(l) It shall not knowingly do anything or allow anything to be done which is likely to harm the Companie's reputation or the reputation of the International Payment System.

(m) Merchant, its directors, owners or personnel or any of the aforementioned immediate family members have not been entrusted with prominent public functions (a.k.a "Politically Exposed Persons" or "PEP").

(n) It is not a beneficially owned or controlled, directly or indirectly, by any governmental authority, governmental controlled entity, political party or candidate, or by any representative, officer and/or employee of any of the aforementioned.

(o) Merchant shall not (directly or indirectly) pay, offer, give or promise to pay or authorize the payment of, any portion of the compensation or reimbursements received hereunder or any other monies or other things of value to an officer or employee of a government or any department, agency, or instrumentality or public international organization; any political party or official thereof; any candidate for political office; or any other person, at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purpose or expectation of improperly obtaining, retaining or directing any business opportunity related to this Agreement or for purposes of influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, or engage in acts or transactions otherwise in violation of any applicable anti-bribery legislation, including the OECD Convention on Combating Bribery in International Business Transactions (as amended from time to time), and equivalent local laws, including the Foreign Corrupt Practices Act of the United States, the Bribery Act 2010 of the UK and similar multilateral anti-bribery agreements.

(p) It will not require a Cardholder to waive a right to dispute a Transaction or include any statement that waives or seeks to waive a right to dispute a Transaction with the respective Card issuer or alternative payment method provider.

17.2.   Merchant further represents, undertakes and warrants that:

(a) It is not involved and will not be involved in any act or traffic that constitutes or can be reasonably expected to constitute fraud or other illegal activity, including but not limited to money laundering, under any applicable law.

(b) It shall not use the services provided by this Agreement, directly or indirectly, in connection with any non-permitted, illegal or fraudulent business activities and shall not submit any transaction that is illegal or that Merchant should have known was illegal.

(c) All Transactions that will be processed in connection with the services provided by this Agreement, are owned by Merchant and only result from Transaction between Cardholder and Merchant and will be originated only from Company websites as such websites were declared by the Company.

18.   MISCELLANEOUS PROVISIONS

18.1.   If a Party needs to convert currency in order to perform an action under the Agreement, the Party shall apply the rate of the Acquirer at the moment of converting.

18.2.   All other services, which are not stipulated in this Agreement, but are provided to the Merchant by the Company, shall be provided in accordance with the fees of the Company, which are provided in the Special Terms and Conditions.

18.3.   The Merchant shall not be entitled to assign its rights and obligations under the Agreement without the prior written consent of the Company.

18.4.   The Company may assign its rights and obligations under this Agreement to another company at any time, on giving 2 (two) months' prior written notice to the Merchant. If the Company does this, the Merchant's rights under this Agreement will not be affected.

18.5.   The Company shall notify the Merchant in writing (which may include by email) of any amendments to the terms of this Agreement. Those amendments shall be deemed to have been accepted by the Merchant and shall take effect on the date stated in the notice (which shall be at least 2 months after the date of the notice) unless the Merchant notifies the Company in writing of its objection and the Company receives that objection before the date on which those amendments are due to take effect. Any notice from the Merchant objecting to the amendments shall operate to terminate the Agreement immediately prior to the proposed amendment becoming effective.

18.6.   All notifications and correspondence in connection to the Agreement shall be sent in English and in writing to the contact persons of the Parties and shall be considered as delivered, if such notifications and correspondence have been sent as follows:
18.6.1. Contact person of the Company:

e-mail: support@payswix.com;
address: Mėnulio g. 7, LT-04326 Vilnius, Lithuania.

18.6.2. Contact person of the Merchant shall be as set out in the Application Form which is an integral part of this Agreement. It is the responsibility of the Merchant to inform the Company of any changes to the contact details.

18.7.   If the Merchant:

18.7.1. knows or suspects that there has been a breach of security which might impact on the E-Shop, any Cardholder, any Transaction or otherwise, or

18.7.2. needs to contact the Company urgently for any other reason,

the Merchant should contact the Company as soon as possible on +370 (8) 52 07 5750. That number is available 24 (twenty four) hours a day, 7 (seven) days a week, including on public holidays.

18.8.   In the event that the Company needs to contact the Merchant in respect of suspected fraud or any other security threat it will do so in the manner that it deems to be most secure in the circumstances.

18.9.   The Agreement shall be legally binding for the legal successors of the Parties.

18.10. Each Party confirms that it has obtained all necessary authorizations permitting it to sign and execute the Agreement and that it is not bound by any previous agreements that would prohibit the execution of the Agreement.

18.11. If any provision of the Agreement becomes invalid, the other provisions shall remain effective and shall be interpreted in the context of aims of the Parties and in accordance with applicable laws.

18.12. The Agreement has been drawn up in English language in two copies. Each copy shall have equal legal effect. Each Party shall get one copy of the Agreement.