

WORLDPAY TERMS AND CONDITIONS

DEFINITIONS

Access Code: information, including a personal identification number and/or password, to enable Merchant to access and/or use its Merchant Data Account and/or any Service.

Affiliate: in respect of a Party means any undertaking which Controls or is Controlled by or under common Control with or by such Party.

Application Form: the form completed by Merchant in respect of the Agreement.

Authorised User: an individual authorised by Merchant to access and use the Merchant Data Account.

Business Day: a day other than a Saturday or Sunday or public or bank holiday when banks are open for the transaction of business in the jurisdiction of the relevant Worldpay Party.

Buyer: a person who has ordered goods and/or services from Merchant and initiated a Transaction in respect of that order.

Claim: any action, cause of action, dispute, difference, controversy, complaint, suit, litigation, proceeding, claim, demand or assessment, fine or similar charge arising out of, relating to, or otherwise in connection with the Agreement or its subject matter or formation, and whether arising in contract, tort, violation of Law or otherwise.

Commencement Date: the date on which the first Transaction is processed hereunder.

Confidential Information: the Agreement and all business or technical information (other than Transaction Data) disclosed by a Party to the other Party in connection with the Agreement. Except for Personal Data, Confidential Information shall not include any information that: (a) was previously known; (b) is a matter of public knowledge; (c) was or is independently developed without reference to or use of the other Party's Confidential Information; (d) is released for disclosure with the other Party's written consent; or (e) is received from a third party to whom it was disclosed by the Disclosing Party without restriction.

Contract Year: each successive 12-month period commencing on the Commencement Date.

Control/Controlled: in respect of a Party, the exercise, or ability to exercise or entitlement to acquire, direct or indirect control over such Party by means of ownership, contract or otherwise, according to Law.

Controller: any Person who alone or jointly or in common with others determines the purposes for which and the manner in which Personal Data are, or are to be, Processed.

CPI: as defined in the relevant Regional Terms.

Data Processor: any Person which Processes Personal Data on behalf of the Controller.

Data Protection Authority: any authority having regulatory or supervisory authority over Worldpay or Merchant regarding protection of Personal Data.

Data Protection Laws: all applicable worldwide legislation relating to data protection and privacy which applies to the respective Party in the role of Processing Personal Data

under the Agreement; in each case as amended, repealed, consolidated or replaced from time to time.

Data Subject: an identified or identifiable natural person whose Personal Data is processed under the Agreement.

DPA Schedule: the document titled "Worldpay Data Processing Addendum" published online by Worldpay, accessible via the menu at the "Worldpay Merchant Services Terms and Conditions and Associated Documents" website at <https://www.worldpay.com/en-gb/worldpay-merchant-services-terms-and-conditions-and-associated-documents>.

Enabling Network: any provider of a payment method, payment system or third-party payment service provider involved in the processing or facilitation of a payment sent or received by Merchant using the Services which Worldpay may in its sole discretion make available on written notice (including by reference to the Pricing Schedule) to Merchant as a means for the Merchant to send or receive a payment as part of the Services.

Exchange Rate: reference currency exchange rate Worldpay may notify to Merchant from time to time.

Fees: amounts payable as set out in the Pricing Schedule.

Force Majeure Event: in relation to a Party, causes beyond such Party's control, including strikes, riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, telecommunications outage, acts of any military, civil or regulatory authority, acts of God or materially adverse economic volatilities caused by macroeconomic events.

GDPR: as appropriate and as amended from time to time: (a) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) (**EU GDPR**); and/or (b) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (**UK GDPR**).

Insolvency Proceeding: in respect of a Party, any corporate action, legal proceedings or other procedure or step is taking in relation to: (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) other than a solvent liquidation or reorganisation; (b) a composition, compromise, assignment or arrangement with any creditor; (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer; or (d) enforcement of any security over any of its assets.

Insolvent: in respect of a Party, any of the following events: (a) the relevant Party is unable or admits inability to pay its debts as they fall due, suspends making payments on any of its debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to reschedule any of its indebtedness; (b) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities); (c) a moratorium is declared in respect of any indebtedness.

IP Right: any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right, including any such IP Right in Worldpay Property.

Law: any law and regulation in force and applicable to a Party in relation to that Party's business (including in respect of Merchant any Transaction) or provision or receipt of the Services under the Agreement, including any order of a court



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of competent jurisdiction, the rules or directions of any Regulatory Authority and (as if that Party were an obliged entity thereunder in all cases) Sanctions.

Loss: any liability of any kind, loss, claim, damage, interest, fine, penalty, fee, charge, cost and/or expense (including on a full indemnity basis reasonable and properly incurred legal and other professional fee, cost and/or expense).

Merchant Bank Account: an account with a duly authorised financial institution in the jurisdiction in which Merchant resides (unless otherwise agreed in writing by Worldpay) held in the name of Merchant or a third party nominated by Merchant (and in each case as acceptable to Worldpay), used to receive Remittances and pay direct debited Fees.

Merchant Data Account: any electronic management information account in Worldpay's systems in which Transaction Data is recorded.

Merchant Operating Instructions: any instruction, guidance or manual made available by Worldpay that includes information and requirements relating to the Network Rules and the Services, as amended from time to time, including the documents presently located at <https://www.worldpay.com/en-GB/merchant-support> and developer guides presently located at <https://docs.worldpay.com/businesstype/enterprisemerchant>, as applicable.

Network Rules: the guidelines, bylaws, rules, policies, procedures, and regulations that impose requirements and obligations related to the use of the Enabling Networks, as may be amended by the Enabling Network at any time without notice to Merchant.

Party: a party to the Agreement and their successors and permitted assigns.

Payment Method a payment method which Worldpay may in its sole discretion make available on written notice (including by reference to the Pricing Schedule) to Merchant as a means for the Merchant to send or receive a payment as part of the Services.

Payment Method Provider: the provider of a Payment Method.

Person: any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, association, organisation, or trust (in each case, irrespective of the jurisdiction in or under the law of which it was incorporated, formed or otherwise exists), and includes reference to that person's permitted successors or assigns.

Personal Data: any information relating to an identified or identifiable natural person.

Pricing Schedule: the pricing schedule of the Agreement as may be amended from time to time.

Process/Processing: any operation which is performed upon Personal Data, whether or not by automatic means.

Regulatory Authority: any governmental, regulatory authority or law enforcement department, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity (including any stock exchange or central bank) that any of the Parties and/or their Affiliates thereof submit to or are subject to the jurisdiction of in respect of the Agreement, and any successor or replacement of any of the foregoing.

Restricted Person: either: (a) a Person that is listed on, or owned or controlled by a Person listed on any Sanctions List or otherwise a target of Sanctions; (b) a Person owned or controlled by, or acting on behalf of a Person under limb (a) above; or (c) a Person established or located in (wholly or in part), incorporated under the laws of, or owned or controlled by, or acting on behalf of, a Person located in or organised under the laws of a jurisdiction in or in connection with which Worldpay has determined to not provide its Services in view of the significant corruption, financial crime, terrorist financing, political or business risks this country or territory presents (including the Crimea Region of Ukraine, Cuba, Iran, North Korea, and Syria).

Sanction: any economic sanctions law, regulation, embargo, or restrictive measure administered, enacted or enforced by: (a) United States; (b) United Nations; (c) European Union and its Member States; (d) United Kingdom; (e) the jurisdiction in which Merchant resides; or (f) the respective governmental institutions and agencies of any of the foregoing (collectively a **Sanctions Authority**).

Sanctions List: Specially Designated Nationals and Blocked Persons list issued by OFAC; EU Consolidated Financial Sanctions List; UK Sanctions List; and Consolidated List of Financial Sanctions Targets issued by OFSI; or any similar list issued or maintained or made public by any Sanctions Authority.

Service: any service set out in the Order, as may be amended from time to time.

Tax: all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings, or liabilities wherever chargeable and whether of the USA, the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges, or costs relating to it.

Tax Authority: any taxing or other authority (in any jurisdiction) competent to impose, administer or collect any Tax.

Transaction: any transaction between Merchant and a third party permitted under the Agreement in relation to which the Services are supplied.

Transaction Data: Transaction Personal Data and any other data relating to a specific Transaction.

Transaction Personal Data: Personal Data relating to a specific Transaction and which it is necessary to Process in connection with the provision of the Services.

Worldpay Privacy Notice: Worldpay privacy notice available at <https://privacy.worldpay.com/policies/en/?name=notices>.

Worldpay Property: the Services, including any materials delivered to Merchant hereunder and any invention, development, product, IP Right, software program, or derivative thereof, developed in connection with providing the Services or during the term of the Agreement.

The agreement between Worldpay and Merchant is made up of WTC, each Order, the Application Form, and any documents attached to or incorporated by reference in those documents, as they may be amended from time to time (collectively, **Agreement**).

1. PROVISION OF SERVICES

1.1 Worldpay shall provide the Services from the Commencement Date in accordance with Law applicable to Worldpay as a provider of the Services. Worldpay may

make changes to the Services to comply with Law or Network Rules, or which do not materially diminish the nature or quality of the Services. If such changes lead to a material change in software, interfaces or operating procedures affecting Merchant, Worldpay shall notify Merchant as soon as reasonably practicable prior to implementation.

1.2 Each Party shall make reasonable efforts to implement the Services as soon as practicable following the date of the Agreement. Merchant shall only operate in accordance with the business description provided by Merchant as part of Worldpay's client due diligence processes from time to time (including in the Application Form). Merchant shall obtain Worldpay's prior written consent (not to be unreasonably withheld) before making any change to the goods and/or services sold by Merchant which commonly fall within Merchant's business and as set out in such client due diligence information (including the Application Form) and for which the Services are being provided.

1.3 Worldpay has no obligation to execute any Transaction or provide any Service to Merchant under the Agreement that Worldpay considers, in its sole discretion, would breach any Law or the Network Rules in any relevant jurisdiction.

2. MERCHANT'S GENERAL OBLIGATIONS

2.1 Merchant shall at all times comply with Law applicable to the use or provision of the Services. Merchant shall not use, nor allow the use of, the Services: (a) in a manner that could result in a violation of Law by Merchant or cause Worldpay to violate Law, including by engaging in any activity to provide the Services to any Person in violation of Law; or (b) for the provision of services to a Restricted Person; or (c) to manage or convert currencies for speculative trading purposes, currency conversion arbitrage, or any other activity that Worldpay reasonably determines is primarily for the purpose of gaining or making money based on currency conversion rates unless otherwise by Worldpay's written agreement.

2.2 Merchant shall: (a) comply with all applicable Network Rules including any provisions that the Network Rules require pass-through to Merchant by Worldpay, which provisions are incorporated into the Agreement by reference. Merchant assumes the risk of compliance with any provision of the Network Rules, regardless of whether Merchant is aware of such provisions. The Enabling Network and Worldpay may jointly and severally enforce such provisions against Merchant; (b) not do nor omit to do anything which Worldpay reasonably believes is capable of damaging the reputation or goodwill of Worldpay or any Enabling Network; and (c) comply with the Merchant Operating Instructions.

2.3 Merchant shall cooperate with Worldpay's initial and subsequent client due diligence processes, provide documentation and information, and perform such acts as Worldpay reasonably requires in connection with the Services and/or the Agreement. Merchant shall promptly notify Worldpay in writing of any material change to any such documentation or information, including any change of Control. Worldpay may rely on any information provided by or about Merchant in conducting client due diligence or otherwise in connection with the Agreement or providing the Services. Merchant represents and warrants that all information and documentation provided is true, complete, accurate, free of omissions and up to date.

2.4 Merchant represents and warrants as a continuing representation and warranty that neither it, nor any of its directors, officers, agents, employees, nor any person acting on behalf of the foregoing, is a Restricted Person and none of the foregoing act directly or indirectly on behalf of a Restricted Person. Merchant shall implement and maintain adequate procedures and controls to ensure that the Transactions and Merchant's use of the Services comply with Sanctions, as if each party is subject to such Sanctions, and shall not use the Services to provide services to any Restricted Person. Merchant shall provide copies of procedures, controls, and records relating to compliance with Sanctions within 10 days' request. Merchant shall to the extent permitted by law promptly provide Worldpay details of any Claim investigation against it with respect to Sanctions by any Sanctions Authority.

2.5 Unless approved otherwise by Worldpay in writing in advance, Merchant shall only submit Transaction Data to Worldpay directly from its own personnel and systems. Merchant shall only use the Services and/or process Transactions on Merchant's own behalf, unless Worldpay authorizes Merchant to do so in the Service Terms or Sector Terms.

2.6 Merchant shall maintain the Merchant Bank Account throughout the term of the Agreement and following termination for such period as may be required (in any case not less than 12 months) for the purposes of any applicable provisions of the Agreement. Merchant shall maintain a credit balance at all times sufficient to meet any sums due and payable to Worldpay.

2.7 Within 90 days' of the Order Effective Date (**CP Period**), the Merchant shall, to Worldpay's satisfaction, successfully complete Worldpay's on-boarding procedures including anti-money laundering, customer due diligence (and where applicable enhanced customer due diligence) and/or credit risk procedures ("On-boarding Process"), satisfactory completion of which will be determined and notified by Worldpay to Merchant in Worldpay's sole discretion. Worldpay has no obligation to provide any Service or process any Transaction pending successful completion of the On-boarding Process. If Merchant fails to complete the On-boarding Process by the end of the CP Period, including entering into any amendment to this Agreement or fulfilling any further condition imposed in connection with such On-boarding Process, this Agreement shall terminate immediately from that date and Worldpay shall bear no liability, and Merchant shall hold Worldpay harmless, in respect of any Service, Transaction, and costs incurred by Merchant under or in connection with the Agreement, including any Merchant implementation costs. The remaining clauses and paragraphs of this Agreement shall be subject to this clause.

3. MERCHANT DATA ACCOUNT

3.1 Worldpay is authorized to act on instructions received from Merchant in connection with the Agreement or the Services. Merchant shall maintain Access Codes securely and confidentially, shall notify Worldpay promptly of any actual or suspected compromise of Access Codes, and is responsible to grant Access Codes only to those Merchant personnel authorized to submit instructions to Worldpay.

3.2 Worldpay shall display the Transactions in the Merchant Data Account. Merchant is responsible for maintaining its own records related to Transactions, and for reconciling such records against the Merchant Data



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Account and shall notify Worldpay promptly and, in any event, no later than 5 Business Days after any unauthorised, incorrect or disputed entry is entered in the Merchant Data Account. Following the expiry of this period, the entries in the Merchant Data Account shall be deemed as agreed.

4. FEES AND OTHER SUMS DUE FROM MERCHANT

4.1 Merchant authorises any Worldpay Affiliate to invoice and collect Fees and other amounts owing to other Worldpay Affiliates. Other than Fees and other sums that are collected pursuant to clause 4.2, Merchant will pay Worldpay the Fees and any other sums payable under the Agreement within 30 days of receipt of the applicable invoice. Interest shall accrue on any amounts 30 days past due at the 12% per year (or, if lower, the maximum rate permitted by applicable Law), except for Disputed Amounts. Worldpay may increase the Fees: (a) if there is a change to the fees applied by third parties that apply to the Services such as scheme fees and interchange but only in proportion to such increases, and (b) once per calendar year by an amount not to exceed CPI or the index set out in the applicable Regional Terms. Professional service Fees may also apply to the extent Worldpay provides further integration, implementation or other professional services at Merchant's request. **Disputed Amount** means Fees invoiced by Worldpay that are disputed by Merchant in good faith for which Merchant provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts.

4.2 Any Worldpay Affiliate is authorized to deduct Fees and other amounts owing to any Worldpay Affiliates under the Agreement from amounts owed to Merchant, and Merchant authorises Worldpay and any Worldpay Affiliate collecting Fees and other amounts hereunder, at Worldpay's option, to debit the Merchant Bank Account for all sums payable in connection with the Agreement and shall execute such additional documents as Worldpay requests to authorize such debits or effect such authorization. Merchant shall not make any change to such authorization documents without Worldpay's prior written consent. Such authority shall remain in effect for 1 calendar year following the date of termination of the Agreement.

4.3 All Fees and other sums payable by Merchant under the Agreement are exclusive of any consumption-based tax that may apply to the provision of goods or services contemplated by the Agreement. Merchant will, upon receipt of a valid tax invoice or report from Worldpay according to local invoicing obligations, pay such tax to Worldpay that Law requires Worldpay to collect or pay on behalf of Merchant or be responsible for the payment of such taxes to the relevant Tax Authority. If Law requires Merchant to deduct or withhold from any payment due under the Agreement, Merchant will pay such additional amounts required to ensure that the net amount Worldpay receives equals the full amount that Worldpay would have received had no such deduction or withholding been made and/or no such liability to tax been incurred.

4.4 If Worldpay is jointly liable with Merchant for the payment of such Tax, Merchant agrees to pay the Tax to the relevant Tax Authority. Worldpay may at its sole discretion pay such Tax to the relevant Tax Authority. In the event that Worldpay pays any Tax owed solely or jointly by Merchant under the Agreement, Merchant agrees to immediately reimburse the amount paid to Worldpay within

7 Business Days from date of notice of the same. Alternatively, Worldpay may deduct such sums from any sums held or processed by Worldpay and owed to Merchant.

4.5 Any payment to the Merchant Bank Account under the Agreement will be made without a Tax deduction unless Law requires such Tax deduction. If Law requires such Tax deduction, Worldpay will make such Tax deduction and will pay such amounts to the relevant Tax Authority. Worldpay will not increase or gross-up any payment on account of any Tax deduction and will make the payment to the Merchant Bank Account (or as directed) net of any such Tax deduction. At Merchant's request, Worldpay will provide confirmation that the Tax deduction has been made and/or that the appropriate payment has been paid to the relevant Tax Authority.

4.6 If a Tax Authority requires information of Worldpay in relation to Merchant and/or Transactions processed under the Agreement, then Merchant hereby agrees that Worldpay may provide such information. Merchant will provide Worldpay with its Tax identification details on request.

4.7 Worldpay is authorised, without prior notice and both before and after demand, to set off the whole or any part of Merchant's present, actual or liquidated liabilities, against any sums held by Worldpay and owed to Merchant whether under the Agreement or any other agreement between Worldpay and Merchant. To the extent permitted by Law and if reasonably practicable, Worldpay shall notify Merchant before exercising these rights. Worldpay is entitled to convert and/or exchange any currency and is authorised to effect any such conversions at the then prevailing Exchange Rate. Merchant shall not set off Worldpay's liabilities under the Agreement against any liability owed by it to Worldpay. This clause shall be without prejudice and in addition to any other rights and remedies available to it under the Agreement or otherwise.

4.8 Any funds transfer made, at Merchant's direction, by Worldpay to a Merchant Bank Account in the name of a person other than Merchant will constitute good receipt by Merchant of the sum due and owing by Worldpay to it in relation to Worldpay's liability to Merchant under the Agreement.

5. SECURITY

On and from any event or series of events that: (a) materially adversely affects Merchant's ability to meet its liabilities or potential liabilities; or (b) increases Merchant's risk profile under the Agreement, Worldpay may require that Merchant procures, a guarantee, indemnity, cash reserve or other security as Worldpay may reasonably require to secure the performance of Merchant's obligations (including contingent or potential obligations) from time to time under the Agreement (**Security**) within 30 days of Worldpay's written request (or longer at Worldpay's reasonable discretion). Worldpay may charge Merchant for reasonable costs incurred in obtaining Security, provided such costs are notified in advance and Merchant has a reasonable opportunity to negotiate.

6. TERM AND TERMINATION

6.1 The Agreement continues for the Initial Term, or such other minimum period agreed for a particular Service unless terminated earlier. The term of the Agreement will

automatically renew for successive 1-year periods unless either Party notifies the other in writing of termination of the Agreement at least 1 month prior to the expiry of the Initial Term or renewal term.

6.2 A Party may at any time immediately suspend and/or terminate the Agreement or any Service by written notice if: (a) the other Party commits a material breach of the Agreement, which is not capable of remedy, or if capable of remedy, is not remedied to the notifying Party's reasonable satisfaction within 30 days of service of a notice requiring such remedy and describing the breach in reasonable detail; (b) the other Party becomes Insolvent or subject to Insolvency Proceedings; or (c) required by Law or a Party reasonably believes suspension and/or termination is necessary to avoid violation of applicable Law.

6.3 Worldpay may at any time and without liability immediately suspend and/or terminate the Agreement or any Service (in full or in part); and/or withhold or defer any amount held by Worldpay and owed to Merchant (whether under the Agreement or any other agreement between Worldpay and Merchant, to the maximum extent permitted by applicable Law), by written notice to Merchant if: (a) Worldpay reasonably believes Merchant has breached clause 4; (b) there is an event or series of events that: (i) materially adversely affects Merchant's ability to meet its liabilities or potential liabilities; or (ii) increases Merchant's risk profile under the Agreement; (c) Worldpay is entitled to enforce any Security, any Security is not provided within the required timeframe or there is a withdrawal, removal, termination or unenforceability of any Security; (d) Merchant becomes a Restricted Person, including by virtue of its ownership or control; (e) Merchant undergoes a change of Control, or a sale or other disposal of any substantial division or part of Merchant's business; (f) there is a withdrawal, material amendment, suspension, lapse or termination of any licence, permission or authorisation required to operate Merchant's business; (g) if any Regulatory Authority or court of competent jurisdiction (**Authority**) has taken action or made statements, orders, requests, directives or demands regarding the activities of Merchant or its industry (**Authority Event**) and Worldpay reasonably determines that the Authority Event may adversely affect the reputation or goodwill of Worldpay or any applicable Network Rules making body if Worldpay continues to process Transactions under the Agreement; or (h) Worldpay's agreement to use any third-party software or service upon which the Service relies expires or is terminated; provided that prior to any such termination, Worldpay shall use reasonable efforts to develop a workaround that allows Merchant to continue to receive the Service or similar software or services without material interruption, reduction in quality, or increase in fees.

6.4 Merchant agrees that it shall not apply to any Authority for any form of relief, including injunctive relief, that could constrain or prevent Worldpay from exercising any of its rights of suspension or termination.

6.5 Merchant will inform Worldpay immediately upon becoming aware of the occurrence of any of the events referred to under this clause.

6.6 All rights and obligations of any Party will immediately cease when the Agreement terminates, save that the provisions which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination and termination will not impact any right or obligation arising prior to termination. Upon termination, Worldpay shall have no obligation to

make available to Merchant any data relating to any Service or Transaction.

7. INDEMNITY

7.1 Merchant shall indemnify on demand, defend and hold harmless Worldpay from and against any Loss Worldpay incurs in relation to any Claim brought against Worldpay by a third party where such Claim is caused by Merchant or arises as a result of, or in connection with, any breach by Merchant of clauses 2.1, 2.2, 3 or 11, or any security breach, compromise or theft of Transaction Data held by Merchant or on Merchant's behalf (other than by Worldpay).

7.2 Worldpay shall indemnify on demand, defend and hold harmless Merchant from and against any Loss Merchant incurs in relation to any Claim brought against Merchant by a third party in respect of a breach by Worldpay of clause 11, or any security breach, compromise or theft of Transaction Data held by Worldpay on Merchant's behalf.

7.3 The obligations in this clause are contingent upon: (a) the indemnified party promptly notifying the indemnifying party in writing of any Claims for which it seeks indemnity, including all materials received by the party related to the Claim and an identification of the relevant Solution; (b) the indemnifying party having sole control over the defense and settlement of such Claims; (c) the indemnified party reasonably cooperating during defense and settlement efforts; and (d) the indemnified party not making any admission, concession, consent judgment, default judgment or settlement of such Claim or any part thereof.

8. EXCLUSION AND LIMITATION OF LIABILITY

8.1 Nothing in the Agreement excludes or limits a Party's liability: (a) for such Party's fraud or fraudulent misrepresentation; (b) for death or personal injury resulting from such Party's negligence; (c) in the case of Merchant, to pay any Fees or other monetary amounts due under the Agreement; (d) in the case of Worldpay, Worldpay's obligation to settle funds due to Merchant under the Agreement; or (e) to the extent that it cannot be lawfully excluded or limited. The rest of clause 8 is subject to this sub-clause.

8.2 Each Party is liable under the Agreement jointly and severally with its respective Affiliate Parties. Where a Parent is a Party to the Agreement, in consideration of Worldpay providing Services to each Merchant at the request of Parent, Parent shall indemnify Worldpay on demand in respect of any Loss Worldpay incurs in connection with any non-performance by Merchant of the Agreement.

8.3 No Party is liable for lost profits, lost business, lost or corrupted data or any incidental, special, consequential, indirect or punitive damages (whether or not arising out of known or foreseeable circumstances) suffered by any other Party, its customers, or any third party in connection with the Services.

8.4 Worldpay has no obligation nor liability under any provision of the Agreement for any Loss, performance problem, claim of infringement or other matter resulting, in whole or in part, from: (a) Merchant's breach of the Agreement, negligent, wrongful or bad faith act or omission; (b) compliance with a Merchant's instruction; (c) any of the data received by Worldpay being inaccurate or incomplete;

(d) Worldpay complying with Network Rules or Law; (e) any deferment, withholding or deduction permitted by the Agreement; (f) any modification of any Service (other than a modification made solely by Worldpay); (g) any use of a Service in breach of the Agreement; (h) any combination of the Service with any other software, hardware, product, technology, data or services; (i) any use of any version of a Service other than the supported services; (j) Merchant's failure to implement corrections or changes to a Service provided by Worldpay; or (k) any negligence or wrongful act or omission, or breach of the Agreement, by Merchant, or its Authorized Users or Buyers. Worldpay may make reasonable efforts to assess a transaction price and/or recover funds lost in an erroneous or misdirected Transaction resulting from such inaccurate or incomplete data and Worldpay may charge Merchant for any such efforts. Breach of the Merchant Operating Instructions by Worldpay is not a material breach.

8.5 Subject to clauses 8.1, 8.3, 8.4 and 8.6, under no circumstance shall the aggregate combined liability of Worldpay and all Worldpay Affiliates to Merchant and all Merchant Affiliates under or arising from the Agreement exceed the Fees paid under the Agreement, less any fees incurred by Worldpay under the Network Rules in respect of Transactions (**Net Fees**) during the 24 months immediately preceding the date of the event that is the basis of the first Claim (or 24 times the average monthly Net Fees if a Claim occurs in the first 12 months of the Agreement).

8.6 Clause 8.5 shall not limit Worldpay's liability under any indemnity provided under the Agreement.

8.7 Except as stated in the Agreement, the Services are provided "as is", and all other representations, warranties, terms and conditions, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, quality of information, or otherwise (including implied warranties, terms or conditions of merchantability, satisfactory quality, uninterrupted or error-free operation, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the extent permitted by applicable Law, disclaimed and excluded from the Agreement.

9. DATA

9.1 In the course of Worldpay providing the Services, Merchant may from time to time provide or make available Personal Data to Worldpay. The Parties acknowledge and agree that each Party is an independent Controller and shall independently determine the purposes and means of such Processing, except for the Pazien Services, for which Worldpay will be a Data Processor.

9.2 The DPA Schedule forms part of the Agreement and, amongst other things, governs the Processing of Personal Data by the Parties.

9.3 For the purpose of Worldpay carrying out due diligence on the Merchant under the Agreement, Worldpay may request information from the Merchant, including Personal Data of Merchant's beneficial owners and management. Worldpay will process such Personal Data as a Controller in order to conduct customer due diligence, anti-money laundering, counter-terrorist financing, Sanctions, anti-bribery and corruption, fraud prevention and similar checks. Merchant shall be responsible for ensuring that the information referred to in Data Protection Laws (including Article 13 and 14 of the GDPR) is made

available to the relevant Data Subjects and that the information is in a concise, transparent, intelligible and easily accessible form, using clear and plain language as required by Data Protection Laws. In jurisdictions where consent is required for disclosure of the Personal Data to Worldpay and/or for the transfer of Personal Data to another jurisdiction, Merchant will be responsible for collecting such consents in accordance with applicable Data Protection Laws.

9.4 Worldpay may make periodic searches of, and provide information about Merchant to credit reference, market research, customer feedback and fraud prevention agencies, and Worldpay's Affiliates and agents. Merchant acknowledges that any information provided to credit reference agencies may be used by other credit providers to take decisions about Merchant. Further information about how Worldpay uses this information can be found in Worldpay Privacy Notice.

9.5 Merchant acknowledges that Worldpay may disclose Personal Data to any Data Protection Authority, law enforcement authority or regulator. Merchant must also ensure that consents are obtained from Data Subjects to authorize sharing of Personal Data and Transaction Personal Data among Schemes, Issuers, bank or payment institutions and entities responsible for the settlement of payments and centralization of information exclusively for the provision of the Services.

10. INTELLECTUAL PROPERTY

10.1 Each Party hereby grants to the other Parties a royalty free non-exclusive, non-transferrable and revocable licence to use during the term of the Agreement its IP Rights, solely to the extent necessary to enable that Party to provide (on the part of the Worldpay Parties) or receive (on the part of Merchant) the Services, perform its obligations under the Agreement or as otherwise provided for in clause 9. Worldpay shall at all times retain exclusive title to the Worldpay Property. Merchant hereby unconditionally and irrevocably assigns, transfers, and conveys to Worldpay all of Merchant's right, title, and interest in and to any Worldpay Property. Worldpay may use all of Merchant's comments and suggestions for the improvement of any Worldpay Property without accounting or reservation.

10.2 Worldpay may refer to Merchant as being a client of Worldpay by using Merchant's name and standard logo in customer reference lists, sales presentations, trade shows and on Worldpay's website. In all other cases, each Party shall obtain the written consent of the other Party (such consent not to unreasonably withheld or delayed) prior to using or referring to any trademarks, logos, copyrighted materials, business names or other similar IP Rights of the other Party.

10.3 Merchant will not (and not permit a third party to) circumvent, attempt to circumvent, reverse engineer, duplicate, mimic, use or copy any technology of a proprietary nature, in whole or in part to which it is granted access in the provision of any of the Services.

11. CONFIDENTIAL INFORMATION

11.1 The Party receiving Confidential Information (**Receiving Party**) of the other Party (**Disclosing Party**) shall not use Confidential Information for any purpose except as necessary to implement, perform or enforce the Agreement and/or to manage or enhance the relationship

11.2 Receiving Party will use the same reasonable efforts as it uses to protect its own proprietary information (but in any event not less than a reasonable standard of care) to: (a) keep all Confidential Information of Disclosing Party strictly confidential; (b) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorised Recipients; and (c) only use Personal Data as permitted by applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. **Authorized Recipient** means: (i) with respect to Merchant, Merchant and any employee of Merchant, its Affiliates or agent, provided that the agent is not a competitor of Worldpay; and (ii) with respect to Worldpay, Worldpay, its Affiliates, and their respective employees, contractors, or agents, in the case of (i) or (ii) that has a reasonable need to know the Confidential Information in connection with the use or provision of the Services and who are required to protect and restrict the use of the other Party's Confidential Information in accordance with terms substantially similar to the requirements of the Agreement. Worldpay may use and disclose Merchant's name and logo as reasonably necessary to perform any Services.

11.3 If Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable Law, or Network Rule making body, Regulatory Authority, an order of a court of competent jurisdiction or in response to a request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable Law, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or Service specific information from any such disclosure or public filing, unless such omission is prohibited by Law. Worldpay may be restricted by Law and/or a Regulatory Authority from disclosing certain information to Merchant about Worldpay's actions in connection with the Agreement. Worldpay has no obligation to disclose to Merchant the details of its risk management or security procedures.

11.4 Worldpay's Confidential Information is subject to export control Laws. Merchant shall not import, export, or use Worldpay's Confidential Information where a license or other authorisation is required by Law without first securing such license or authorisation.

12. NOTICES

12.1 All notices given in connection with the Agreement (**Notice**) must be written in English or also in English if local law requires a different language. Notices delivered by Merchant shall be delivered via overnight or signed for delivery. Notices delivered by Worldpay shall be delivered via overnight or signed for delivery or email to Merchant. All notices shall be delivered to the address set forth in the Agreement and for Notice delivered via email to Merchant, to the email address provided in the Application Form, or in either case to such other address as a Party provides Notice of to the other Party. When giving notice to Worldpay of termination or any Claim, Merchant shall also send a copy (which shall not constitute notice) to the Chief Legal Officer at the same address. A Notice will be deemed received on the first business day following the date: (a) received or refused if delivered by overnight or signed for

delivery; or (b) sent by email provided no report of non-delivery is received by Worldpay.

13. MISCELLANEOUS

13.1 Merchant may not assign, novate, charge, declare a trust over or transfer the benefit of all or any part of the Agreement without Worldpay's prior written consent. Merchant may only use an agent or subcontractor in relation to the performance of its obligations with Worldpay's prior written consent which Worldpay may reasonably withhold or withdraw at any time. Merchant will remain liable to Worldpay for the acts or omissions of any of its agents or subcontractors, regardless of whether Merchant obtained consent for that person. The Services may be provided by Worldpay or its Affiliates or their respective subcontractors. Worldpay shall remain solely responsible for the work performed by such subcontractors. Merchant shall have no recourse, and shall assert no claim, against any subcontractor of Worldpay or its Affiliates. Worldpay shall be entitled to novate and/or assign any or all of its rights and obligations (as appropriate) under the Agreement to a third party at any time on giving Merchant at least 2 months' notice. Merchant will be deemed to have accepted such novation and/or assignment of the Agreement unless it serves written notice to terminate within 2 months from receipt of Worldpay's notice.

13.2 The Agreement states the entire agreement and understanding between the Parties and supersedes all prior representations, agreements, promises, assurances, and understandings between them (other than any securities, written pledges, or side letters), whether written or oral, relating to its subject matter. In entering into the Agreement, each Party agrees that it has not relied on any representation, warranty, collateral contract, or other assurance (whether negligently or innocently made), except those expressly set out in the Agreement. No Party shall have any Claim for innocent or negligent misrepresentation based upon any statement in the Agreement. Nothing in this clause shall operate to exclude any liability for fraud.

13.3 Worldpay may vary the provisions of the Agreement from time to time by giving Merchant prior written notice if there is a change to Law or the Network Rules that affects the Services but only to the extent required to comply with such change. Worldpay may otherwise vary the Agreement on 30 days' prior written notice, and any such variations shall be deemed accepted unless Merchant sends notice of termination of the Agreement within 30 days of the variation notice date (and such termination shall take effect accordingly only to the extent that the Agreement relates to the specific Service(s) affected by the given variation). Except as otherwise stated, the Agreement shall not be varied unless in writing signed by the Parties. In the event of any inconsistency among the WTC, Orders, Service Terms, Sector Terms, and Regional Terms, the documents will take precedence over each other in the following order and to the extent of the given inconsistency: (a) Regional Terms; (b) Sector Terms; (c) Service Terms; (d) Orders; (e) Service Levels; and (f) the WTC.

13.4 No waiver of any breach of the Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of the Agreement, nor will any single or partial exercise of such rights preclude or restrict the further exercise of such rights. Any waiver must be in writing to be effective.

13.5 If any provision of the Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of the Agreement will not be affected. If such provision would cease to be illegal, invalid or unenforceable if some part of that provision were modified or deleted, the provision in question will apply with the least such modification or deletion as may be necessary to make the provision legal, valid and enforceable. The use of the term "including" and derivations thereof means "including but not limited to" and "including without limitation". Words importing the singular include the plural and vice versa where the context so requires.

13.6 Except for Merchant's payment obligations, neither party shall be liable for any Loss or failure to perform caused by a Force Majeure Event. This provision does not relieve Worldpay from its obligations to maintain and test disaster recovery plans for the Services.

13.7 Merchant confirms that it is not a micro-enterprise or a charity within the meaning of Law where the Merchant is incorporated.

13.8 Worldpay is an independent contractor. Neither Worldpay nor any of its representatives are an employee, partner, agent, or joint venture of Merchant.

13.9 A person who is not Party to the Agreement will not have any right to enforce any provisions of the Agreement, except for any Worldpay Affiliate that provides Services on behalf of Worldpay. Except as otherwise set forth herein, the Parties do not intend, nor shall there be,

any third-party beneficiary rights, and the rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

13.10 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. Delivery of an executed counterpart by e-mail shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

14. GOVERNING LAW AND JURISDICTION

The Agreement will be governed by and shall be construed and enforced in accordance with the Laws of the jurisdiction set out in the Regional Terms relevant to Merchant. Each Party irrevocably agrees that the courts of the jurisdiction set out in the Regional Terms relevant to Merchant shall have exclusive jurisdiction to settle any dispute, difference, controversy, or claim arising, directly or indirectly, out of or in connection with the Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims). Merchant waives any objection to any proceedings in such courts on the grounds of venue or inappropriate forum. Each Party shall notify the other of any Claim it may have under the Agreement within 3 years of when the asserting Party first knew or reasonably should have known of the basis of the Claim.