General Terms and Conditions of Mondu GmbH for the Platform Service Agreement (PayNow)

V 1.1.1

Preamble

A. Mondu DE operates an online Platform in the B2B sector that allows Merchants to offer their Buyers the possibility to pay purchase prices and remuneration from purchase, work and service agreements with the Merchants by initiating a bank transfer in the Merchant's checkout ('PayNow Payment Model'). The agreement on a payment with the PayNow Payment Model is concluded between the Merchant and the Buyers on an individual basis.

B. Mondu DE enables the credit or financial services institutions cooperating with Mondu DE (*'Acquirers'*) to process the payments (*'Payments'*) resulting from the PayNow Payment Model and accepted by Mondu DE on behalf of the Acquirers (*'Orders'*) on a case-by-case basis (the processed Payments are then *'Processed Payments'*) and to have the receivables ('Receivables') underlying the Payments assigned to them.

C. The Merchant is a B2B merchant and would like to cooperate with Mondu DE in order to offer the PayNow Payment Model via the Platform to Buyers, who are in no case consumers within the meaning of section 13 of the German Civil Code or corresponding regulations in the respective jurisdiction, and to have the Payments processed by the Acquirer. If the PayNow Payment Model is concluded between the Merchant and the Buyer, the Merchant authorizes the Acquirer to process the resulting Payment.

D. Mondu DE is the technical operator of the Platform, brings the parties together and, unless expressly stipulated otherwise, acts only as a messenger between the parties.

E. Merchant offers the PayNow Payment Model to the Buyers through the Platform technically provided by Mondu DE through a user interface embedded in the Merchant's online store ('ModuOnline') .

1. Definitions

In these General Terms and Conditions, as well as in the respective Order Form, the following terms have the following meanings:

1.1 "**Acquirer**" means Mondu Financial Services B.V., Piet Heinkade 55, 1019GM, Amsterdam, the Netherlands.

1.2 "**Acquiring Framework Agreement**" means the framework agreement with the Acquirer on the processing of Payments.

1.3 "**Additional Receivable Holder**" means the Respective Receivable Holder who acquires the ownership of the Receivable after the Acquirer.

1.4 "**Agreement**" means the respective individually concluded Platform Service Agreement consisting of the respective Order Form and the General Terms and Conditions.

1.5 "**Average Shopping Cart**" means the average shopping cart of the last twelve months before returns and reversals.

1.6 "**Buyer**" means the Merchant's customers.

1.7 "**Complaints**" means allegations by the Buyer that the purchased goods, works or services are defective (or have been defective) or have not been delivered or provided in full. Complaints are not based on the Buyer's mere unwillingness or inability to pay the owed Payment amount.

1.8 "**Discount**" means the individual fee proposed by Mondu DE to the Merchant for each Payment Processing, which the Merchant pays to the Acquirer.

1.9 "**Dispute**" means any dispute between Merchant and Buyer resulting from Complaints or from disagreements with regard to the existence, validity or terms of a Payment Agreement.

1.10 "**Factor**" means the multiplier required to calculate the Discount.

1.11 "**General Terms and Conditions**" means these General Terms and Conditions relating to the Platform Service Agreement.

1.12 "**Go-Live**" means the point in time at which the integration phase is completed and the Merchant generates revenue via MonduOnline.

1.13 "**Gross Invoice Amount**" means the sum of all Payment Models completed in a calendar month and refers to the full gross invoice amount (including VAT).

1.14 "**Model Agreement**" means the General Terms and Conditions of the Merchant and the agreement underlying these General Terms and Conditions, as the case may be, entered into by the Buyers via MonduOnline .

1.15 "**Mondu DE**" means Mondu GmbH, Unter den Linden 16, 10117 Berlin, Germany.

1.16 "**MonduOnline**" means the electronic user interface provided by Mondu DE through which Buyers interact with and provide information to Mondu DE.

1.17 "**Order Form**" means Mondu DE's offer of contract to the Merchant. If the Merchant accepts this offer, the Order Form, together with the General Terms and Conditions, constitutes the Agreement between the Marketplace and Mondu DE.

1.18 "**Payment Amount**" means the nominal value of the individual Payment.

1.19 "**Payments**" means all payments under an agreement of a Payment Model between the Merchant and the Buyers that the Merchant reports to Mondu DE and that Mondu DE has accepted.

1.20 "**PayNow Payment Model**" means the possibility for Buyers to initiate a bank transfer in the Merchant's checkout for the payment of the purchase price from agreements concluded with the Merchant in full.

1.21 "**Payout Target**" means the payout target prospect that is granted to the Merchant upon the successful procurance of an Acquirer and subsequent conclusion of individual acquiring agreements.

1.22 "**Platform**" means the platform technically provided by Mondu DE.

1.23 "**Proof of Delivery**" means a confirmation from the transportation company that the ordered goods have been delivered, stating the name of the transportation company, the name and address of the recipient, the date and time of delivery as well as the tracking number and, for orders with a value of EUR 1,000.00 or more, with a signature of the Buyer, and in the case of intangible assets, works or services, a confirmation from the Buyer of the receipt and, if applicable, the acceptance of the intangible assets, works or services.

1.24 "**Proof of Shipment**" means the Merchant's notification to Buyers that the goods have been shipped, the intangible asset has been delivered or that the work or service has been provided in full.

1.25 "**Processed Payments**" means the sum of all Payments processed by the Acquirer.

1.26 "**Receivables**" means all payment claims of the Merchant against the Buyer underlying the Payments, which the Merchant sells and assigns to the Acquirer.

1.27 "**Respective Receivable Holder**" means the respective owner of the Receivables, i.e., first the Merchant, then the Acquirer and, if applicable, other persons that acquired ownership of the Receivables by purchase and assignment (*Additional Receivable Holder*).

1.28 "**Services**" means the provision of the Platform and the provision of other services set out in the Order Form and the General Terms and Conditions which enable the Merchant to offer to the Buyers the conclusion of a Payment Model or to process Buyer Applications for the Payment Models.

1.29 "**Transaction Volume**" means the revenue generated by the Merchant via the Payment Models.

2. Subject matter of the Agreement

The subject matter of the Agreement is the provision of the Services by Mondu DE to the Merchant described in more detail below.

2.1 In order to provide the Services, the Merchant transfers various data agreed between the Parties to Mondu DE via the Platform. This data includes, among other things, the name and registered office or address of the Buyers, invoice amounts, shopping cart contents, Proof of Shipment and, if applicable, other order details and histories. When transferring the data via MonduOnline, the data consists of the Buyer entries and the data supplemented by the Merchant, Mondu DE collects and processes this data for its own purposes.

2.2 Mondu DE analyzes the data entered by the Buyer via MonduOnline and supplemented by the Merchant, in accordance with section 2.1 generally in real time and checks, according to internally determined criteria and at its own discretion, whether Payments resulting from the PayNow Payment Model are eligible for the processing by an Acquirer and notifies the Buyer or the Merchant of the result via MonduOnline , or by other means. Merchant itself does not make a pre-selection but leaves to Mondu DE all Payments requested by the Buyers under the PayNow Payment Model and authorizes Mondu DE to examine the possible agreement of a PayNow Payment Model and the facilitation of payment processing.

2.3 In the event of a positive result of the verification in accordance with section 2.2 and before the conclusion of the agreement between Merchant and Buyer, Mondu DE will affect the agreement between Merchant and Buyer for the conclusion of a PayNow Payment Model by modifying the due date.

2.4 When the data is transferred via MonduOnline, in individual cases, in particular for fraud prevention purposes, the result of the verification carried out in accordance with Section 2.2 may only be communicated after completion of the ordering process. In these cases, the PayNow Payment Model is granted subject to reservation, so that the Buyers can first complete the order process. Mondu DE will inform the Merchant about these individual cases and their reason and will ensure that the result of the verification is in any case determined before the time of the Proof of Shipment.

2.5 Merchant issues an invoice to the Buyer within 60 days after the Buyer places an order subject to the PayNow Payment Model through MonduOnline and accepted by Mondu DE. Merchant ensures that it maintains a feature to automate such issuance of invoices.

2.6 Merchant informs the Buyers by means of Proof of Shipment that the goods have been shipped, that the intangible asset has been delivered or that the work or service has been provided in full. The time of Proof of Shipment triggers the payment deadlines of the PayNow Payment Model. Merchant acknowledges that the PayNow Payment Model concluded with Buyers are subject to the condition subsequent of non-delivery of the goods or non-provision of the work or service within 60 days of conclusion of the PayNow Payment Model. In such cases, the legal consequences between Merchants and Buyers, including the Buyer's obligation to pay the purchase price, shall be governed exclusively by the underlying purchase, work or service agreements.

2.7 After the conclusion of the PayNow Payment Model, Mondu DE communicates the Payments resulting from the PayNow Payment Model to the Acquirer. For these purposes, the Merchant, with the advice of Mondu DE (as provided for in section 3.2), will set a Discount at which the respective Payments can be offered for processing to the Acquirer.

2.8 Merchant is responsible for the technical connection to the Platform and MonduOnline as well as the required internet connection. Depending on the type of integration, Mondu DE will provide the Merchant with the technical specification for the connection and integration with Mondu DE, including the necessary software modules (e.g. a corresponding shop plug-in), so that the Merchant can implement the technical integration according to Mondu DE's specifications.

Should a direct integration of the Merchant take place, Mondu DE will only provide the Merchant with the technical specifications required for communication between its system, Platform and MonduOnline. The Merchant is responsible for the compatibility of the software with the Merchant's sales channel. Insofar as

Mondu DE makes software available to the Merchant in the course of the technical connection, the software remains the property of Mondu DE. Mondu DE grants the Merchant a right of use in accordance with section 3.4 for the duration of the business relationship.

2.9 Merchant shall use best endeavours to achieve Go-Live in accordance with the technical specifications and guidance provided by Mondu DE. Merchant shall cooperate with Mondu DE to address any technical or operational issues that may arise during the integration phase.

3. Obligations of Mondu DE

3.1 Mondu DE will provide the Services to the Merchant, including the provision of the Platform and MonduOnline, for the duration of the Agreement. The provision of the Services includes the provision of online access to the Platform, through which the Merchant can offer the PayNow Payment Model to the Buyers via MonduOnline and process Buyer requests for the PayNow Payment Model .

3.2 Mondu DE advises the Merchant on the Discount at which the Payments can be processed by the Acquirer, taking into account all costs related to the operation of the Platform and the costs related to the financing.

3.3 Where applicable, Mondu DE will assist the Merchant in fulfilling its legal obligations to correct VAT in the event of uncollectible purchase price, wages or remuneration payments. In this context, Mondu DE would provide the Merchant with the information to apply for the correction of the VAT owed and the refund of the overpaid taxes at the competent tax office.

3.4 For the use of the Platform, Mondu DE grants the Merchant a right of use. In addition to the use of the Platform itself, the right of use includes the right to use Mondu DE's trademarks and brands, which Mondu DE has provided to the Merchant for use via the Platform. This right of use is granted to the Merchant for the sole purpose of obtaining the Services and performing its obligations under section 4 and is limited to the extent necessary to perform such obligations and exercise its rights under the Agreement. Redistribution or reproduction, as applicable, is prohibited.

3.5 Mondu DE ensures a system availability of 99.9% on an annual average. Usual maintenance and downtime for which Mondu DE is not responsible will not be taken into account when calculating system availability. If the security of network operation or the maintenance of network integrity is compromised, Mondu DE may temporarily restrict access to the Services as required.

3.6 Mondu DE shall, at its own expense, obtain and maintain all licenses, authorizations and consents necessary for the performance of its obligations under the Agreement for the duration of the Agreement.

3.7 Mondu DE may subcontract all or part of its performance obligations under this section 3. When engaging subcontractors, Mondu DE remains responsible in relation to the Merchant for the proper performance of the respective service as well as for all actions of the subcontractor. The involvement of a subcontractor does not release Mondu DE from its liability under the Agreement.

4. Obligations of Merchant

4.1 Merchant is obliged to inform the Buyers of the PayNow Payment Model enabled by Mondu DE and to offer them the conclusion of the PayNow Payment Model. This offer shall have the scope as set out in the Order Form and this section 4.

4.2 Merchant is obliged to offer the PayNow Payment Model to the Buyers in accordance with all applicable legal requirements and to operate its distribution channels accordingly. When initiating the conclusion of the respective agreement, the Merchant will not provide the Buyers with false, inaccurate or misleading information. Merchant is obliged to use the separately provided Model Agreement for the conclusion of the PayNow Payment Model. The Merchant is also obliged to provide the Buyers with the bank details provided by Mondu DE for payments by the Buyers .

4.3 Merchant authorizes Mondu DE to adapt the sample contracts to be used pursuant to section 4.2, in particular the general terms and conditions, with regard to the naming of the Merchant.

4.4 Merchant guarantees the marketability of the products offered and, in particular, will not offer goods or services from the following areas: adult content or services, dating services, dating services, eroticism, gambling, prohibited goods and services, precious stones and metals, products that infringe the intellectual property of others (in particular counterfeit goods and illegally reproduced software), non-approved goods, illegal services, legal services, misleading or predatory services, weapons, explosives, fireworks, drugs, drug paraphernalia, network marketing, multi-level marketing, pseudo-drugs and/or industries of a similar nature.

4.5 Merchant further guarantees that neither party to the PayNow Payment Model is an affiliated company of the Merchant within the meaning of section 15 of the German Stock Corporation Act and/or closely associated with the Merchant within the meaning of section 138 of the German Insolvency Code. In case the Merchant has its registered office outside Germany, the regulations of the respective jurisdiction corresponding to the aforementioned provisions shall apply.

4.6 Merchant's obligation in accordance with section 4.1 to inform the Buyers of the PayNow Payment Model and to offer it to them already exists before the conclusion of a specific purchase, work or service agreement and lasts until and including invoicing.

4.7 Merchant is obliged to conclude an Acquiring Framework Agreement with the Acquirer selected by Mondu DE.

4.8 Merchant shall provide Mondu DE with its bank details to which payments are to be made in connection with the Agreement.

4.9 The information required under section 4.1 is provided to the Buyers in the checkout of the Merchant. Especially to improve the acceptance and conversion rate, Mondu DE is entitled to modify the design of MonduOnline. In the event of a modification, Mondu DE is obliged to take due account of the legitimate interests of the Merchant.

4.10 If, despite the authorization of the Acquirer to process the Payments, the Merchant nevertheless receives payments from the Buyer, the Merchant shall notify Mondu DE of these payments via the Platform and forward them immediately to the Acquirer or the Respective Receivable Holder.

4.11 In the event of non-payment, which leads to the uncollectibility of the purchase price, wages or remuneration claim of the Merchant against the Buyer, the Merchant is obliged, as far as possible, to apply to the competent tax office for an adjustment of the VAT owed and a refund of the overpaid taxes as soon as it has the necessary information and to forward the amounts refunded by the tax office in this connection to the Respective Receivable Holder without delay.

4.12 Merchant shall inform Mondu DE immediately of:

- any reversals of purchase, work or service agreements underlying the Processed Payments, in particular on the amount of the Processed Payment to be reversed.
- any planned or already occurring change in the Merchant's representation or ownership structure, insofar as a single owner or several jointly acting owners directly or indirectly (i) acquire a share of more than 10 % in the Merchant, (ii) increase their current share in the Merchant and thereby acquire a 25 % or more stake in the Merchant or (iii) otherwise exercise control over the partner;
- any planned or already occurred name change of the Merchant;
- the imminent loss of an official permit or license essential to the business operated by the Merchant or a violation of other essential legal requirements; as well as
- the inclusion of new product categories in the product range; a product category is considered new if it is a new product category added to the Merchant range according to the overview of product categories provided by Mondu DE in its current version, which can be viewed in the Merchant dashboard of the Platform.

Merchant shall provide Mondu DE with the information and documents necessary to take these events into account; in the event of a change in the representation relationships or the ownership structure of the Merchant, in particular extracts from the commercial register and/or lists of shareholders.

In addition, Merchant shall provide Mondu DE upon request with any documents, confirmations or other information required by any regulator or other authority, insurance or bank and Merchant shall, by complying with such request, consent to the sharing of personal data (if any) connected with the request.

4.13 Merchant shall take at least the security precautions customary in the market to avoid unauthorized access by third parties to Mondu DE's Services in its sphere. In any case, the security precautions taken by the Merchant shall no longer be deemed to be customary in the market if negligent behavior on the part of the Merchant leads to unauthorized account accesses. Merchant shall indemnify and hold Mondu DE harmless from any loss or damage incurred by Mondu DE as a result of unauthorized access by a third party to Mondu DE's Services in the merchant's sphere. Merchant will not promote viruses, trojan horses, malware or other programming routines that attempt to gain unauthorized access to, damage, disrupt, misuse, impair or intercept data exchanged with Mondu DE's systems, data and information.

4.14 Merchant's access to the Platform is password protected. Mondu DE is entitled to make requirements for the security quality of the password. The Merchant will treat the password required for access confidentially. If the password has been compromised, the Merchant shall notify Mondu DE immediately, at the latest within 24 hours of becoming aware of it.

4.15 For the performance of the Agreement, the Merchant may only use such promotional materials or marketing statements that have either been provided to the Merchant by Mondu DE or that Mondu DE has given its written consent to use.

4.16 Merchant shall, at its own expense, obtain and maintain all licenses, authorizations and consents necessary for the performance of its obligations under the Agreement for the duration of the Agreement.

4.17 Merchant shall provide Mondu DE with all documents and information necessary for the provision of the Services (in particular the invoice documentation, proof of shipment and, if applicable, information on the order, order confirmation and delivery note, payment advice) and customer data, as well as all other documents and information required to comply with anti-money laundering regulations.

4.18 Merchant shall effectively cooperate with Mondu DE in the prevention of fraud and to comply with Mondu DE's Fraud Protection Policy. In this respect Merchant shall put in place appropriate measures and processes to detect and/or prevent any cases of fraud in its own company or by the Buyer. Merchant agrees to (i) only ship any ordered goods to the shipping address approved at time of verification according to section 2.2, unless Mondu DE expressly agrees in text form to a shipping address deviating from the original shipping address, (ii) obtain Proofs of Delivery when shipping goods and share the Proofs of Delivery with Mondu DE upon request within 48 hours and (iii) retain any Proof of Delivery for a minimum period of 9 months after delivery. In the event of any suspected fraud, the parties undertake to inform each other in this regard and, if necessary, the Merchant shall delay the shipment of the goods in question by up to 24 hours to allow for additional checks. Failures in the delivery of the goods, as well as any violations of the fraud protection obligations mentioned above by the Merchant or any third parties commissioned by the Merchant, in particular transportation companies, which lead to respective Receivable being uncollectible, entitle the Respective Receivable Holder by way of a genuine contract in favor of third parties within the meaning of Section 328 paragraph 1 of the German Civil Code to rescind the respective individual agreement with the consequence of repayment of the amount received for the respective Processed Payment by the Merchant concurrently against the reassignment of the respective Receivable to the Merchant and payment of the agreed Discount by the Merchant.

4.19 Merchant shall (i) inform Mondu DE immediately about any Disputes, and (ii) resolve any Dispute within 5 business days either amicably or by a final court judgment or final arbitration award, (iii) pay to Mondu DE a fee of EUR 20 per Dispute. Breaches by the Merchant of the aforementioned obligations resulting in non-payment or late payment by the Buyer, entitle the Respective Receivable Holder by way of a genuine contract in favor of third parties within the meaning of Section 328 paragraph 1 of the German Civil Code to rescind the respective individual acquiring agreement with the consequence of repayment of the amount received for the respective Processed Payment by the Merchant concurrently against the reassignment of the respective Receivable to the Merchant and payment of the agreed Discount by the Merchant.

4.20 Merchant shall inform the respective Buyers immediately (i) if Receivables are assigned to the Acquirer and (ii) in the event of a rescission, if Receivables are (re-)assigned to the Merchant by the Acquirer or the Respective Receivable Holder.

5. Discount; Rescission; Netting; No remuneration

5.1 The Discount covers all costs for the Merchant in connection with the processing of Payments and all associated Services. A separate disclosure of individual Services does not take place.

5.2 The amount of the Discount is set out in the Order Form.

5.3 The Discount is deducted from the payment to the Merchant in connection with the processing of the respective Payment in accordance with the individual acquiring agreement between the Merchant and the Acquirer. The Acquirer shall accordingly account to the Merchant and issue a proper invoice for the Discount plus any VAT applicable thereto (if any).

5.4 If a purchase, work or service agreement is rescinded and the Buyer has not yet made any payment under the PayNow Payment Model to the Respective Receivable Holder, the Merchant shall pay 100% of the Payment Amount of the affected Processed Payments to the Respective Receivable Holder. If the Buyer has already made payments to the Respective Receivable Holder, the amount of the affected Processed Payments to be repaid by the Merchant to the Respective Receivable Holder shall be reduced accordingly. For the avoidance of doubt, the Discount remains unaffected to the extent that it continues to be calculated based on the original Payment Amount, without deduction of any rescission amounts.

5.5 If Merchant (i) does not issue an invoice to Buyer as specified in section 2.5 and/or (ii) fails to deliver the goods or provide the services or works respectively within 60 days where Mondu DE approved the conclusion of the PayNow Payment Model and/or (iii) causes the recission of an agreement of the PayNow Payment Model prior to processing of the payment by the Acquirer, Merchant shall pay to the Acquirer 50 percent of the Discount that would have been payable had the Acquirer processed the underlying payment in accordance with the terms of the Acquiring Framework Agreement.

5.6 Additional Receivables Holder may net amounts owed by Merchant to the Respective Receivable Holder against Merchant's counterclaims resulting from individual acquiring agreements. A set-off between the Acquirer and the Merchant has a debt-relieving effect with regard to (i) future payment claims of the Merchant against the Acquirer and (ii) repayment claims of the Additional Receivable Holder against the Merchant.

5.7 Buyers of the Merchant do not pay any remuneration to the Merchant for the use of the PayNow Payment Model. The Merchant does not charge the Buyers any remuneration in this respect. Regardless of the agreed Discount, Mondu DE may charge a service fee from the Buyer. This service fee is agreed separately between the Buyer and Mondu DE and is not part of the Agreement.

5.8 In the event of Complaints, which result in the Buyer either not paying or only paying partially the Payment Amount to the Respective Receivable Holder, the Merchant shall indemnify the Respective Receivable Holder for any resulting damage. The damage to be indemnified by the Merchant shall also include the damage incurred by the Respective Receivable Holder due to the Buyer's default in payment, including any collection and legal costs.

6. Receivables Management

6.1 Mondu DE is entitled to provide support services to the current Respective Receivable Holder within the framework of its Receivables management. For this purpose, Mondu DE forwards any declarations of the Respective Receivable Holder to the Buyers as a messenger of the Respective Receivable Holder.

6.2 For the purpose of claim management pursuant to section 6.1, Merchant authorizes the Respective Receivable Holder, if necessary, via Mondu DE as a messenger, to commission third parties at its own discretion. Section 3.7 shall apply accordingly.

6.3 For the avoidance of doubt, Mondu DE will at no time collect the Receivables for the Respective Receivable Holder or carry out any other activity subject to authorisation. Mondu DE merely acts as a messenger for the Respective Receivable Holder.

7. Limitation and Exclusion of Liability

7.1 Mondu DE is not liable for the following damages:

7.1.1 Delays or omissions in the provision of the Services, to the extent that such delay or omission is caused by a breach of duty by the Merchant under the Agreement or by technical problems and malfunctions within the internet beyond Mondu DE's control;

7.1.2 Unrealized profit expectations, business losses, losses of goodwill or similar losses, as well as damages due to loss or damage to data or information.

7.1.3 Deviation from or change of the invoice and/or shipping address provided by the Buyer when concluding the PayNow Payment Model from the time of shipment.

7.2 Mondu DE's total liability per calendar year is limited to the lower amount of (i) EUR 100.000,00 or (ii) the sum of all Discounts paid or to be paid by the Merchant to the Acquirer for the processing of the Processed Payments pursuant to separate individual acquiring agreements between the Merchant and the Acquirer in the respective calendar year.

7.3 Liability for intent or gross negligence as well as for damages resulting from injury to life, body or health shall remain unaffected by the limitation or exclusion of liability in this section 7. Receivables for the fulfillment of primary main performance obligations are not excluded by this section 7.

8. Force Majeure

8.1 Insofar as and as long as a case of force majeure exists, the Parties are temporarily released from their contractual obligations.

8.2 Force majeure is an external event, caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically tolerable means even by the utmost care reasonably expected according to the circumstances, and is also not to be accepted because of its frequency.

8.3 If a Party is prevented by force majeure from fulfilling its contractual obligations under the Agreement or if the provision of these contractual obligations is delayed, the Party concerned is obliged to:

8.3.1 to inform the other Party immediately of the occurrence of force majeure, stating the beginning and (expected) extent of the force majeure, its cause and its expected duration,

8.3.2 make reasonable efforts to minimize the effects of force majeure on the performance of their obligations under the Agreement, and

8.3.3 to resume the fulfillment of their obligations as soon as possible after the cessation of force majeure.

9. Intellectual property

9.1 All property rights to the Platform, including copyrights, trademarks, company rights or other distinctive signs and know-how, if any, are the property of Mondu DE.

9.2 Merchant may not modify or otherwise misuse the trademarks and other protected signs granted for use in section 3.4 and may not transfer them to third parties. Furthermore, the Merchant may not use any other trademarks and other signs that could be confused with Mondu DE's trademarks and other protected signs.

9.3 Merchant shall immediately notify Mondu DE of any unauthorized use of the trademarks and other protected signs by third parties that the Merchant becomes aware of. This also applies to all competition violations as well as all infringements of industrial property rights.

10. Mentioning as a Reference Customer

10.1 The Merchant allows Mondu DE to name the Merchant as a reference customer and to refer to the cooperation. The consent is limited to mentioning of the Merchant's company name and to the use of Merchant's logo in marketing materials (e.g. company presentations) and on the website.

10.2 Any use of the Merchant's logo, the mentioning of the Merchant's company name or any other use of the logo for a purpose other than that described in section 10.1 requires the Merchant's consent in text form.

10.3 The granting of the rights set out in section 10.1 shall be free of charge.

11. Technical Support

To resolve technical malfunctions on the Platform, Mondu DE provides technical support within normal business hours (Monday to Friday between 8 a.m. and 6 p.m., except on public holidays in Berlin, Germany). Support can be contacted by email at contact@mondu.ai.

12. Confidentiality

12.1 Either party undertakes to treat the confidential information and business secrets disclosed by the other party (regardless of whether they are marked as confidential or not) as strictly confidential, in particular not to communicate them to third parties or to make them accessible.

12.2 Information shall not be deemed to be confidential for the purposes of section 12.1 if it (i) has been developed by the respective other party independently of the party claiming confidentiality, (ii) is already publicly known at the time of conclusion of the Agreement or becomes so later through no fault of either party.

12.3 An exception to the obligation to maintain confidentiality pursuant to section 12.1 exists in the following cases:

12.3.1 Disclosure to consultants and employees bound to secrecy, insofar as they need to know the confidential information for the purpose of fulfilling the Agreement;

12.3.2 Disclosure to competent authorities to clarify the admissibility of the business model or due to legal or official or court-ordered notification obligations.

12.4 In addition, each party undertakes to use the disclosed information exclusively for the purpose of fulfilling the cooperation set out in the Agreement.

12.5 The obligations set out in this section 12 shall apply for the duration of the Agreement and for a period of two years after termination of the Agreement.

13. Privacy

13.1 Should personal data be processed in conjunction with the execution of the Agreement, the respective processing Party shall ensure that the applicable data protection regulations are complied with.

13.2 Personal data will only be processed to the extent necessary for the execution of the Agreement.

13.3 Merchant is obliged to support Mondu DE in fulfilling the legal information obligations pursuant to Art. 14 GDPR. Mondu DE will provide appropriate documents, texts, etc. to the Merchant.

13.4 If necessary, the parties will conclude a data processing agreement in accordance with the provisions of Art. 28 GDPR. In this context, all employees - in particular employees and officers who have access to personal data - are obliged to comply with the requirements of Art. 28 para. 3 lit. c in conjunction with Art. 32 para. 4 GDPR.

14. Term and Termination

14.1 The Agreement shall be effective upon signature of the Order Form by both parties and shall have the Minimum Term stipulated in the Order Form, which also includes the integration phase between signing the Order Form and the Go-Live. The term of the Agreement shall be extended by 12 months at a time unless one of the parties terminates the agreement with 90 days' notice to the end of the respective term.

14.2 Notwithstanding the ordinary right of termination under section 14.1, either party may terminate the Agreement extraordinarily and with immediate effect if the other party has breached a material obligation under the Agreement that cannot be remedied or, if it can be remedied, will not be remedied within 30 working days of receipt of notification of such breach.

14.3 In addition to Section 14.2, an extraordinary reason for termination shall also be given in the following cases:

14.3.1 The respective other party has ceased its business activities.

14.3.2 There is an event of force majeure within the meaning of section 8.2, and it lasts longer than one month.

14.3.3 The parties have not been able to agree on an adjustment of the amount of the Discount or the Factors and four weeks have elapsed after unsuccessful negotiations.

14.3.4 Merchant is in breach of a warranty given in under sections 4.4 and 4.5. .

14.3.5 Merchant becomes over-indebted, insolvent, or is unable to pay its debts as they become due under applicable laws, initiates proceedings for liquidation, bankruptcy, or reorganization, or has a receiver appointed for a substantial part of its assets.

14.4 Termination of the Agreement, whether by expiry of the Term in accordance with the Minimum Term and Notice Period stipulated in the Order Form or by notice of termination in accordance with sections 14.1, 14.2 or 14.3, shall, unless expressly provided otherwise, have the following effects:

14.4.1 The rights of use granted under section 3.4 shall cease to exist.

14.4.2 Either party shall surrender to the other party, to the extent possible, or destroy at the written request of the other party, all items received by the other party in connection with the Agreement, including all confidential information referred to in section 12, and shall not continue to use such Confidential Information.

14.5 Notices of termination of the Agreement shall be in writing.

15. Notices and Amendments to the Agreement

15.1 Unless otherwise specified, any notices or other communication between the parties in connection with the Agreement must be made in text form, whereby an electronic notification, e.g. via the Platform, is sufficient for this purpose.

15.2 Amendments and addendums to the Agreement (including this section 15.2) require the delivery of an electronically signed document (e.g., PDF) by e-mail or via the Platform to comply with the text form prescribed in section 15.1. This does not apply if a stricter form is required under mandatory law.

15.3 Amendments to the present General Terms and Conditions will be proposed to the Merchant no later than two weeks prior to their proposed effective date ("**Amendment Effective Date**") (each such proposal an "**Amendment Proposal**"). The Amendment Proposal shall become effective on the Amendment Effective Date if the Merchant has not rejected the Amendment Proposal in writing no later than one day prior to the Amendment Effective Date. If the Merchant has effectively rejected the Amendment Proposal, Mondu DE may terminate the Agreement with immediate effect.

16. Final Provisions

16.1 The Agreement does not establish an independent partnership between the parties, e.g., in the form of a partnership under civil law.

16.2 The Agreement contains all agreements of the parties and replaces all oral or written negotiations and agreements previously concluded between the parties with regard to the subject matter of the Agreement. There are no ancillary agreements to the Agreement.

16.3 If a provision of the Agreement is or becomes invalid, void or unenforceable in whole or in part, the remaining provisions of the Agreement shall not be affected. Instead of the invalid, void or unenforceable provision, the valid and enforceable provision shall be deemed to have been agreed, with which the economic purpose of the Agreement is implemented as precisely as possible. The same applies in the event of an unplanned loophole.

16.4 To the extent permissible by applicable law, Mondu DE is entitled to assign or otherwise transfer its rights under the Agreement, in whole or in part, to a third party without the Merchant's prior written consent, provided that the third party agrees in writing to be bound by these General Terms and Conditions. The Merchant is only entitled to assign or otherwise transfer its rights and obligations under the Agreement with the prior written consent of Mondu DE. The provisions of sections 3.7 and 6.2 shall remain unaffected.

16.5 The Agreement is subject to German law without regard to conflict of law principles. The exclusive place of jurisdiction for all disputes arising from and in connection with the Agreement is Berlin, Germany.

16.6 The General Terms and Conditions are drawn up in English and Dutch. The Parties agree that in the event of a dispute about the interpretation of this Agreement, exclusively the English version shall be binding.