General Terms and Conditions of Mondu Financial Services B.V. and Mondu GmbH for the Payment Postponement Model

V 1.6.0

1. Preamble

The Buyer can choose the payment postponement model on the platform of Mondu GmbH (“**Mondu DE**”) for its invoices from purchase, work, or service agreements ("**Agreements**") managed on that platform. These General Terms and Conditions of Mondu Financial Services BV ("**Mondu NL**") and Mondu DE for the payment postponement model ("**Payment Postponement Terms**") date; the respective agreement "**Payment Postponement Agreement**").

The Payment Postponement Agreement concluded in the Checkout Process corresponds to the **sample** attached to these Payment Postponement Terms.

2. Conclusion of the Payment Postponement Agreement

The conclusion of the Payment Postponement Agreement is subject to the condition precedent of payment by Mondu NL pursuant to section 3.

3. Execution of Payment by Mondu NL

If the Buyer selects the payment postponement model, Mondu NL may execute the payment amount mentioned in section 4 following a positive credit, money laundering, and fraud check and at its sole discretion (Sec. 267 para. 1 of the German Civil Code ("**BGB**")). The result of the aforementioned check is usually determined within 24 hours and communicated to the Buyer. In the event of payment by Mondu NL, the Buyer does not object to the payment by Mondu NL, and the Vendor does not refuse the payment by Mondu NL (Sec. 267 para. 2 BGB). With payment by Mondu NL to the Vendor, the Vendor's payment claim against the Buyer arising from the Agreement expires (fulfillment effect, Sec 362 para. 1 BGB).

In the event of payment by Mondu NL, the Mondu NL has a reimbursement claim against the Buyer in the amount of the payment made by Mondu NL to the Vendor. The Buyer is obligated to fulfill this reimbursement claim by the payment date specified in the Payment Postponement Agreement between the Buyer and Mondu NL ("**Payment Date**").

Mondu NL is free to sell and assign the reimbursement claim and all other claims under this Payment Postponement Agreement to a third party (assignee) and to transfer all rights and obligations arising from and in connection with the Payment Postponement Agreement to a third party, especially to Mondu Capital S.à r.l. acting for and on behalf of one of its compartments and its affiliated companies by way of contract transfer. The Buyer expressly consents to the procedure described in the previous sentence. The Payment Date also applies to the fulfillment of the reimbursement claim to the third party or assignee (the current holder of the claim a "**Respective Claim Holder**").

The Buyer must make the payment to the account to be named by Mondu DE.

4. Payment Amount

Buyer acknowledges that the Buyer owes Mondu NL the amount specified in the Checkout Process or at the latest communicated by email as reimbursement ("**Payment Amount**").

5. Service Fee

Mondu NL executes the payment for the Buyer in accordance with section 3 of this Payment Postponement Agreement (“**Service**”). For the provision of the Service, the Buyer shall pay to Mondu NL the fee specified in the Payment Postponement Agreement (“**Service Fee**”). All fees payable to Mondu NL pursuant to this agreement are exclusive of any VAT due on such fees by Mondu NL. If VAT is due by Mondu NL, it will issue a valid VAT invoice and the Buyer shall pay such VAT together with and at the same time as such fees. Unless otherwise provided for in the Payment Postponement Agreement, the Service Fee shall be payable with the Payment Amount.

6. Taxes

The Buyer shall make all payments under or in connection with this Payment Postponement Agreement (including, without limitation, the Payment Amount, the Service Fee, any default interest, reminder fees and chargeback costs) to Mondu NL or Respective Claim Holder, free and clear of any deduction or withholding for any Tax, unless required by law.

In the event that any Tax is imposed on or in connection with this Payment Postponement Agreement, such duties shall be borne exclusively by the Buyer.

Where any deduction or withholding is or may be required by law, the Buyer shall:

- determine whether such withholding applies to any amounts or any components thereof that are payable under or in connection with this Payment Postponement Agreement and inform Mondu NL as soon as possible of such determination;
- withhold and remit such amounts when due to the relevant authority;
- promptly provide the relevant payee (Mondu NL, and/or Respective Claim Holder) with satisfactory evidence of such remittance; and
- increase the payment so that the recipient receives the full amount it would have received had no deduction or withholding been required.

The Buyer shall pay the deducted or withheld amounts (together with any associated interest or penalties) to the competent authority.

The Buyer shall indemnify and hold harmless Mondu NL, the Respective Claim Holder from and against any taxes, duties, interest, penalties, costs and expenses arising out of or in connection with: (i) any failure by the Buyer or any person acting in the Buyer's name or on the Buyer's behalf to withhold or account as required by law; (ii) any shortfall in the gross-up required by this section; and (iii) any secondary or vicarious filing, registration or compliance obligation imposed on any such recipient as a result of payments contemplated by this Payment Postponement Agreement. The obligations in this section survive termination or expiry of this Payment Postponement Agreement.

"**Tax**" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), imposed by any governmental authority, including but not limited to, withholding taxes, stamp duties, financial transaction taxes, and documentary taxes.

7. Confirmation of Buyer

The Buyer guarantees that it has received the goods, work or services subject to the Agreement and that the underlying invoice was not issued later than 30 days from the date of dispatch of the goods or completion of the work or service as applicable.

8. Security transfer and assignment of claims

Once Mondu NL has executed payment in accordance with Clause 3 and to the extent enforceable under applicable law, the Buyer shall transfer title to all goods specified in the respective underlying invoice ("**Security Property**") to the Respective Claim Holder as security for the Respective Claim Holder reimbursement claim against the Buyer, subject to the condition subsequent that the Payment Amount is paid in full to the Respective Claim Holder.

For the purpose of transfer of title, the transfer shall be replaced by the agreement that the Buyer shall hold the Security Property in safe custody for the Respective Claim Holder. The Respective Claim Holder accepts the transfer of ownership.

The Buyer is entitled to use the Security Property and to resell it in the ordinary course of business as long as the Buyer is not in default. By way of security, the Buyer assigns to the Respective Claim Holder the payment claims against his customers arising from the sale of the Security Property. The Respective Claim holder accepts the assignment.

The Respective Claim Holder authorizes the Buyer to collect the claims assigned to the Respective Claim Holder in its own name and for its account. This shall not affect the right of the Respective Claim Holder to collect the payments itself. However, the Respective Claim Holder shall not collect the claims itself and shall not revoke the authorization as long as the Buyer is not in default.

In the event that the Buyer fails to pay the Payment Amount by the Payment Date, the Respective Claim Holder shall be entitled (i) to demand that the Buyer surrender the Security Property and withdraw the authorization of disposal, (ii) to demand that the Buyer notify the respective debtors of the assignment and hand over to the Respective Claim Holder all related documents and provide all information required by the Respective Claim Holder to recover the amounts from the debtors.

The Respective Claim Holder undertakes to release all or part of the security to which he is entitled, at the request of the Buyer, provided that the realizable value exceeds the value of the outstanding claims against the purchaser by 10%.

9. Payment by SEPA Direct Debit

Insofar as the Buyer has chosen the Mondu payment model Payment Postponement by SEPA Direct Debit, the Buyer hereby authorizes Mondu DE, upon settlement of the invoice amount or assignment of the claim, to issue a SEPA Direct Debit Mandate on behalf of the Buyer to the Respective Claim Holder, substantially in accordance with this sample.

10. Overpayments

In the event of overpayments by the Buyer to the account to be named by Mondu DE, the Buyer shall pay the Respective Claim Holder a contractual penalty in the amount of the overpayment, but no more than the lesser of EUR 10,- or 5 % of the Payment Amount. If the overpayment exceeds this limit, the contractual penalty shall be offset against any claims for repayment of the Buyer. The contractual penalty shall be offset against any claims for damages.

11. Default of Payment

For all Payment Amounts in default the Buyer undertakes to pay a flat-rate reminder fee of a maximum of EUR 40 in addition to default interest and compensation for damage caused by the default. The flat-rate reminder fee is due immediately.

12. Chargeback Costs

If the Buyer has issued a SEPA direct debit mandate to the Respective Claim Holder and a return debit note is issued, the Buyer shall indemnify the relevant Respective Claim Holder against any return debit note costs.

13. Reversal of and Refunds under the Agreement

If the Agreement between the Buyer and Vendor is reversed (e.g., due to withdrawal or goodwill by the Vendor) or refunds under the Agreement are otherwise required, the reversal and any refunds take place between the Buyer and Vendor. Notwithstanding the foregoing, in the event of a reversal of the Agreement, the Buyer shall (i) promptly inform Mondu DE, (ii) instruct the Vendor to pay the Payment Amount (as defined in section 4) to the Respective Claim Holder, (iii) pay any refund amounts received from the Vendor to the Respective Claim Holder, and (iv) pay the Service Fee (as defined in section 5). For the avoidance of doubt: The Buyer's obligation to pay the Payment Amount (as defined in section 4) to the Respective Claim Holder remains unaffected.

14. Services and Data Processing by Mondu

Mondu DE enables the Buyer to conclude the Payment Postponement Agreement. For this purpose, the processing by Mondu DE of the data that has been and/or will be collected in connection with the Payment Postponement Agreement is required. Mondu DE processes the personal data collected in this context for (i) the verification of the granting of the payment postponement and (ii) the claims management pursuant to Art. 6 (1) lit b) and f) of EU Regulation 2016/679 (General Data Protection Regulation, "**GDPR**"). Furthermore, the personal data may be used for marketing purposes (sending of information and offers) as well as for the creation of personal user profiles pursuant to Art. 6 para. 1 lit a) GDPR, provided a separate consent is obtained.

For more information on the data processing that takes place, your data protection rights and the contact details of our Data Protection Officer, please see https://www.mondu.ai/gdpr-notification-for-buyers/.

15. Applicable Law and Place of Jurisdiction

These Payment Postponement Terms as well as the Payment Postponement Agreement shall be governed by and construed in accordance with German law, excluding its conflict of law provisions. To the extent permitted by law, the place of jurisdiction for all disputes arising from or in connection with the Payment Postponement Agreement shall be the competent court at the registered office of Mondu DE.

Sample

Conclusion of Payment Postponement Agreement

Please check your details and conclude the Payment Postponement Agreement.

Payment details

Payment Amount	[●●●]
Service Fee	EUR [●●●] (including value added tax in the amount of EUR [●●●])
Payment Date	[●●●]

Buyer

[Name]
[Street, No.]
[Postal Code, City]

The General Terms and Conditions of Mondu Financial Services BV and Mondu GmbH for the payment postponement model apply to the Payment Postponement Agreement, which you can access here: [deep link].

[Button: "Conclude Now"]