General Terms and Conditions of Mondu GmbH and Mondu Financial Services B.V. for the provision of Services and the processing of Payments and Assignment of Receivables

V 1.7.4

Preamble

A. Mondu DE operates an online Platform in the B2B sector that allows Merchants to offer their Buyers the payment of purchase prices and remuneration from purchase, work and service agreements with the Merchants either in full at a later date (*'Payment Postponement Model'*) or in monthly installments (*'Installment Payment Model'*). 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.

B. Mondu NL is an Electronic Money Institution licensed and supervised by the Dutch central bank (De Nederlandsche Bank) (Reg.-No. R193672) and, where applicable, is responsible for the provision of any payment services under this agreement.

C. The Merchant is a B2B merchant with a seat in the EEA or Switzerland and would like to cooperate with Mondu DE and Mondu NL in order to offer Payment Models via the Platform to Buyers, who are in no case consumers as defined by applicable regulations in the jurisdiction of the Buyer, and to have the underlying payments processed by Mondu NL.

D. The Merchant offers the Payment Models to the Buyers through the Platform technically provided by Mondu DE, either through a user interface embedded in the Merchant's online store ('MonduOnline') or through the MonduSell Application ('MonduSell Application').

E. Buyers may select a Payment Model as a payment method for the purchase price, work wage payment or other payment under a Buyer Contract. When choosing the Payment Postponement Model or Installment Payment Model, Buyers shall provide Mondu DE with certain information. After the provided information has been verified, Buyers and Merchants will conclude a Payment Agreement. For the conclusion of Payment Agreements with its Buyers, Merchants use the respective current template provided by Mondu DE to Merchants as amended from time to time.

F. Merchants will offer Mondu NL to process Payments from the Payment Agreements. Therefore, Merchants will inform Mondu DE in detail and at regular intervals of the individual accrued Payments that are being offered to Mondu NL for processing. As agreed separately between Mondu DE and each Merchant, Mondu DE will draw up Payment Lists on this basis, which are sent to Mondu NL. Mondu DE will only include Payments into the Payment List which meet certain criteria that have been agreed between Mondu NL and Merchants as set out in **Annex 1** ("**Eligibility Criteria**")

G. The transmission of the Payment List to Mondu NL will be regarded as an offer by the Merchant to Mondu NL to have the Payments included in the Payment List processed by Mondu NL. In this context, Mondu DE acts as messenger for the Merchant and submits the Merchant's offer to Mondu NL as further set out below.

H. Mondu NL shall pay the Merchant the Payout Amount regardless of the status of the processing of the individual Payments to be processed. After payment of the Payout Amount to the Merchant, Mondu NL will have a Repayment Claim against the Merchant in the amount of the Payout Amount.

I. Mondu NL purchases the respective Receivable from the Merchant and the Merchant assigns the respective Receivable against the Buyer to Mondu NL pursuant to the terms of the Individual Acquiring Agreement.

J. For the avoidance of doubt, only the Receivable is assigned from the Merchant to Mondu NL. Mondu NL does not thereby become a party to the Buyer Contract. The Merchant remains the sole contractual partner of the Buyer.

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 "**Agreement**" means the respective individually concluded agreement consisting of the respective Order Form (and any incorporated or separately concluded framework agreement) and the General Terms and Conditions.

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

1.3 "**Amendment Effective Date"** has the meaning given to it in section 23.3 .

1.4 **"Amendment Proposal"** has the meaning given to it in section 23.3.

1.5 "**Assignee**" has the meaning given to it in section 6.1.

1.6 **"Assignment"** means the sale and assignment of the Receivable by Merchant to Mondu NL.

1.7 "**Business Day**" means every day (except Saturdays and Sundays) on which commercial banks are open for business in Amsterdam, the Netherlands.

1.8 "**Buyer**" means the Merchant's business customers.

1.9 "**Buyer Contract**" means the purchase, work or service contracts concluded between a Buyer and a Merchant.

1.10 "**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.

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

1.12 "**Discount Amount**" has the meaning given to it in section 2.6.

1.13 "**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.

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

1.15 "**Force Majeure Event**" means 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.

1.16 "**General Terms and Conditions**" means these General Terms and Conditions.

1.17 "**Go-Live**" means the point in time at which the integration phase is completed and the Merchant generates revenue via ManduOnline and/or ManduSell.

1.18 "**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 and regardless of their payment term or due date).

1.19 "**Individual Acquiring Agreement**" has the meaning given to it in section 3.2 .

1.20 "**Insolvency Event**" means the occurrence of one or more of the following events (i) the Merchant is overindebted or insolvent or is unable to pay its debts when due under applicable law; and/or (ii) a liquidation, insolvency, or restructuring procedure is initiated against or by the Merchant (including for Germany, *Stellung eines Insolvenzantrags*); and/or (iii) the Merchant proposes to one or all of its creditors an out-of-court arrangement or settlement to avoid any of the aforementioned procedures; and/or (iv) an insolvency administrator or receiver is appointed for a substantial part of the Merchant's assets.

1.21 "**Installment Payment Model**" means the ability of Buyers to pay the purchase price from agreements concluded with the Merchant in monthly installments.

1.22 "**Invoice Creation**" means the submission by Merchant to Mondu DE via the Platform of an invoice document issued to Buyer in relation to an order subject to a Payment Model accepted by Mondu DE.

1.23 "**Merchant Compliance Declaration**" means the warranties and certifications given by Merchant in section 1 of Annex 2

1.24 "**Merchant Compliance Information Obligations**" mean the obligations of Merchant set out in section 2.1 and 2.2 of Annex 2.

1.25 "**Model Agreements**" means the general terms and conditions of the Merchant on installment purchase or invoice purchase, as the case may be, and the agreement underlying these general terms and conditions, as the case may be, entered into by the Buyers via ModuOnline or the ModuSell Application, a template of which is provided to Merchant by Mondu DE.

1.26 "**Mondu DE**" means Mondu GmbH, a German limited liability company, with commercial register number, HRB 232626 B.

1.27 "**Mondu Entities**" means Mondu DE and Mondu NL collectively.

1.28 "**Mondu NL**" means Mondu Financial Services B.V., a Dutch limited liability company, with commercial register number 86653938.

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

1.30 "**ModuSell Application**" means the multi-channel application "*ModuSell*" provided by Mondu DE through which the Merchant interacts with and provides information to Mondu DE.

1.31 "**Offer**" has the meaning given to it in section 3.4 .

1.32 "**Order Form**" means the offer of contract by Mondu DE and/or Mondu NL to the Merchant. If the Merchant accepts this offer, the Order Form, together with the General Terms and Conditions (and any separate framework agreement between Merchant and Mondu NL if applicable), constitutes the Agreement between parties.

1.33 "**Payment Agreement**" means the payment agreement, on the basis of the Model Agreements, concluded between Merchant and Buyer on an individual basis when a Buyer chooses a Payment Model in relation to payments under a Buyer Contract.

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

1.35 "**Payment Information**" has the meaning given to it in section 3.4 .

1.36 "**Payment List**" has the meaning given to it in section 3.4 .

1.37 "**Payment Postponement Model**" means the possibility for Buyers to pay the purchase price from agreements concluded with the Merchant in full at a later date.

1.38 "**Payment Model(s)**" means the Installment Payment Model and the Payment Postponement Model.

1.39 "**Payment Term**" means the period in the Payment Postponement Model within which Buyers are required to pay their invoices. This period depends on the number of days between Proof of Shipment and the due date of the invoices of the respective Buyers.

1.40 "**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.

1.41 ""**Payment to be processed"** means a Payment included in the Payment List and which the Merchant authorizes Mondu NL to process according to an Individual Acquiring Agreement.

1.42 “**Payout Amount**” means the amount equal to the Payment Amount less (i) the Discount Amount and (ii) the statutory value added tax (if applicable) due thereon.

1.43 “**Payout Period**” means midnight on the Business Day following receipt of the respective Payment List by Mondu NL

1.44 "**Payout Target**" means the payout target prospect that is granted to the Merchant upon the successful procurance of an acquirer to process the Payments and subsequent conclusion of Individual Acquiring Agreements.

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

1.46 "**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.

1.47 "**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.

1.48 "**Processed Payments**" means the sum of all Payments processed by Mondu NL.

1.49 “**Purchase Price**” has the meaning given to it in section 4.1.

1.50 “**Purchase Price Claim**” means the claim of the Merchant against Mondu NL for payment of the Purchase Price.

1.51 "**Receivables**" means all payment claims of the Merchant against the Buyer underlying the Payments .

1.52 "**Refund Claim**" means any claim of the Buyer against the Merchant for any reason which gives rise to a claim for repayment of any amount already paid by the Buyer to Mondu NL in respect of a Receivable.

1.53 “**Repayment Claim**” has the meaning given to it in section 3.7 .

1.54 "**Respective Receivable Holder**" means the respective owner of relevant Receivable from time to time once it has become the subject of an Assignment, being Mondu NL or, as applicable, the relevant Assignee. “**Restricted Goods**” means any goods emanating from any Restricted Industry.

1.55 “**Restricted Industry**” has the meaning given to it in Annex 1.

1.56 “**Restricted Services**” means either any services relating to any Restricted Industries, illegal or sanctioned services, adult services, dating and matchmaking services, legal services, deceptive or predatory services and/ or services of a similar kind.

1.57 “**Right of Use**” has the meaning given to it in section 2.12 .

1.58 “**Safeguarding Foundation**” means the safeguarding foundation Stichting Custodian Mondu Financial Services, which holds the funds of Mondu NL in trust for Mondu NL.

1.59 "**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.

1.60 “**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.”

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

2. Provision of Services by Mondu DE

2.1 In order to provide the Services, the Merchant transfers various data agreed between the Merchant and Mondu DE 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 ModuOnline, the data consists of the Buyer entries and the data supplemented by the Merchant. When transferring the data via the MonduSell Application, the Merchant enters the data, which can be supplemented by the Buyer with additional data, if necessary. 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, or transferred by the Merchant via the MonduSell Application and supplemented by the Buyer, as the case may be, in accordance with section 2.1, generally in real time and checks, according to internally determined criteria and at its own discretion, whether the Payments resulting from the Payment Models are eligible for the processing by an acquirer and notifies the Buyer or the Merchant of the result via MonduOnline or via the MonduSell Application, or by other means. The Merchant itself does not make a pre-selection but leaves to Mondu DE all Payments requested by the Buyers under the Payment Models and authorizes Mondu DE to examine the possible agreement of a 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 Payment Model by modifying:

i. the due date in the case of Payment Postponement Model, or

ii. the amount to be paid in installments, as well as the number, the payment date and the amount of these installments in the case of Installment Payment Model.

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 Payment Models are 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. When the data is transferred via the MonduSell Application, in the event the shopping cart exceeds the maximum amount for real-time verification specified in the Order Form, the result of the verification performed in accordance with section 2.2 may only be communicated up to 48 hours after the data transfer.

2.5 The 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 respective Payment Models. Merchant acknowledges that the Payment Models concluded with Buyers are subject to the condition subsequent of non-shipment of the goods or non-provision of the work or service within 50 days of conclusion of the respective 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.

2.6 After the conclusion of a Payment Model and after providing Proof of Shipment and Invoice Creation, Mondu DE communicates the Payments resulting from the Payment Model to Mondu NL. For these purposes, the Merchant, with the advice of Mondu DE, will set a Discount at which the respective Payments can be offered for processing to Mondu NL (the amount resulting from this discount the "**Discount Amoun**t").

2.7 The 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 ManduOnline. 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 the Right of Use for the duration of the business relationship.

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

2.9 Mondu DE will provide the Services to the Merchant, including the provision of the Platform and MonduOnline and/or the MonduSell Application, 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 Payment Models to the Buyers via MonduOnline and/or the MonduSell Application and process Buyer requests for the Payment Models.

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

2.11 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.

2.12 For the use of the Platform, Mondu DE grants the Merchant a right of use that, in addition to the use of the Platform itself, includes the right to use Mondu DE's trademarks and brands, which Mondu DE has provided to the Merchant for use via the Platform ("**Right of Use**"). The Right of Use is granted to the Merchant for the sole purpose of obtaining the Services and performing its obligations under this Agreement 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.

2.13 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.

2.14 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.

2.15 Mondu DE may subcontract all or part of its performance obligations under this section. 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.

3. Payment Processing

3.1 Upon conclusion of the Agreement on the basis of these General Terms and Conditions, Mondu NL regularly processes Payments in connection with Buyer Contracts (including independent and dependent ancillary rights arising from the respective Payment Agreement) in accordance with the procedure as set out in this section.

3.2 On the basis of this Agreement, an individual acquiring agreement is concluded between the Merchant and Mondu NL, pursuant to which (i) the Merchant authorizes Mondu NL to process the Payments to be processed and (ii) Mondu NL purchases the Receivables ("**Individual Acquiring Agreement**"). Accordingly, Mondu NL is in particular entitled to accept Payments from Buyers to the Merchant. Upon conclusion of the Individual Acquiring Agreements, Buyers may only pay to the Respective Receivable Holder with debt-discharging effect. The due date of the individual Receivables results from the respective Payment Agreements.

3.3 The Payment Amount communicated by Merchant to Mondu NL via Mondu DE shall be authoritative in determining the amount of the Payment to be processed.

3.4 Offers by Merchant for the processing of Payments are made to Mondu NL on a regular basis by Merchant sending certain information ("**Payment Information**") to Mondu DE. Mondu DE and Merchant will agree or have agreed on details of such information separately, in particular on the content of the information to be provided and on the frequency and the format in which the Payment Information will be submitted to Mondu DE. Based on the Payment Information, Mondu DE will prepare and send a list of Payments ("**Payment List**") to Mondu NL. The transmission of the Payment List to Mondu NL will be regarded as Merchant's offer ("**Offer**") to enter into Individual Acquiring Agreements with Mondu NL with regard to the Payments contained in the Payment List. In this context, Mondu DE will act as a messenger for the relevant Merchant with regard to the individual Offers. The details, particularly the interval and the way of sending the Payment Lists, will be agreed separately between the Merchant, via Mondu DE as messenger for the Merchant, and Mondu NL.

3.5 Mondu NL accepts the Offer by paying the Payout Amount to the Merchant, thereby waiving the Merchant's declaration of acceptance of the Offer. Mondu NL processes the Payments contained in the Payment Lists in accordance with the provisions set out in the respective Payment Agreements. For the avoidance of doubt, the processing of the Payments to be processed shall in any event not take place prior to the payment of the Payout Amount to the Merchant. The parties acknowledge that Mondu NL has the right to revoke the processing of certain Payments, in particular if facts exist that indicate that the underlying Buyer Contract is connected to a criminal act, the Merchant or its beneficial owner(s) have not fulfilled their identification and/or verifications obligations or there are new facts raising doubts regarding their identification and/or verification.

3.6 For the avoidance of doubt, if and to the extent Safeguarding Foundation pays the Payout Amount to the Merchant on behalf of Mondu NL in accordance with section 5.1 within the Payout Period, the Offer for the Payments shall be deemed accepted by Mondu NL for processing. The payment of the Payout Amount to the Merchant does not extinguish the Receivable against the Buyer, but has solely a financing function vis-à-vis the Merchant. As such, the payment of the Payout Amount to the Merchant is a loan in line with section 3:29 of the Dutch Financial Supervision Act (*Wet op het financieel toezicht, Wft*) and section 40c of the Regulation on prudential rules Wft (*Besluit prudentiële regels Wft*).

3.7 Mondu NL shall have a repayment claim against the Merchant in the amount of the Payout Amount **("Repayment Claim")** after payment of the Payout Amount to the Merchant. The Repayment Claim shall become due with the maturity of the respective Receivable. In the installment payment option, the Repayment Claim shall become due at the maturity of the last installment of the underlying Receivable.

3.8 On the occurrence of an Insolvency Event all amounts owed by the Merchant to Mondu NL become immediately due and payable without notice. This applies in particular to the Repayment Claims then outstanding.

4. Purchase and Assignment of the Receivables

4.1 Mondu NL purchases the Receivable subject to the conclusion of an Individual Acquiring Agreement. The purchase price for the Receivable ("**Purchase Price**") shall be equal to the Payout Amount.

4.2 Payment of the Purchase Price to the Merchant is due at maturity of the respective Receivable. In the installment payment option, the Purchase Price is due on the due date of the last installment.

4.3 The Merchant hereby assigns (*cedeert*) to Mondu NL the respective Receivable subject to the conclusion of an Individual Acquiring Agreement. Merchant undertakes to notify the Buyer about the transfer of the Receivable to Mondu NL and acknowledges that Mondu NL is authorised to give such notice itself. In this regard, the Merchant agrees to fully cooperate with Mondu NL and follow its instructions.

4.4 Mondu NL hereby accepts the assignments under section 4.3.

5. Payment of the Payout Amount

5.1 Mondu NL shall pay the Payout Amount to the Merchant (pre-financing) within the Payout Period.

5.2 Payment of the Payout Amount to the Merchant shall be made on the instructions of and on behalf of Mondu NL by Safeguarding Foundation.

6. Assignment or Transfer to a Third Party

6.1 The Mondu Entities may each sell, assign or transfer all or any of its rights and obligations arising under and in connection with this Agreement and/or each Individual Acquiring Agreements (including, for the avoidance of doubt, any Receivable and rights related thereto) to any third party without consent from Merchant ("**Assignee**").

6.2 Merchant is obliged to cooperate fully with any assignment or transfer of contract as set out in this section and, if requested by Mondu NL, undertakes to notify Buyers of any sale, assignment or transfer.

6.3 Merchant explicitly agrees to the provisions of this section 6.

7. Del Credere Risk

The default risk with regard to the Payments to be processed due to subsequent non-payment or default by the respective Buyer (del credere risk) will be borne by Mondu NL.

8. Obligations of Merchant

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

8.2 Merchant is obliged to offer the Payment Models 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. The Merchant is obliged to use the separately provided Model Agreements for the conclusion of a Payment Model. The Merchant is also obliged to provide the Buyers with the bank details provided by Mondu DE for payments by the Buyers as well as the Payment Term in case of Payment Postponement Models.

8.3 Merchant authorizes Mondu DE to adapt the Model Agreements, in particular the general terms and conditions, with regard to the naming of the Merchant. .

8.4 Merchant's obligation in accordance with section 8.1 to inform the Buyers of the Payment Models and to offer them to them already exists before the conclusion of a specific purchase, work or service agreement and lasts until and including invoicing.

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

8.6 The information required under section 8.1 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.

8.7 Merchant shall ensure the Invoice Creation occurs within 50 days after the Buyer places an order subject to a Payment Model through MonduOnline or MonduSell and accepted by Mondu DE and no later than 10 days after shipment of goods or rendering of services. Merchant ensures that it maintains a feature to automate Invoice Creations. If no Invoice Creation occurs within the timeframe or the order is cancelled without invoice before that time, Merchant shall, without prejudice to other rights of Mondu NL, pay to Mondu NL an approval fee of (i) 2 EUR for Orders with a value below 5,000 EUR, (ii) 10 EUR for orders with a value above 5,000 EUR up to 50,000 EUR, (iii) 20 EUR for orders with a value above 50,000 EUR.

8.8 If, despite the authorization of Mondu NL 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 Respective Receivable Holder.

8.9 In the event of non-payment resulting in the uncollectibility of the Merchant's claim for the purchase price, wages, or remuneration from the Buyer, the Merchant shall be obliged (i) to apply for an adjustment of the VAT owed and a refund of the overpaid taxes to the competent tax office as soon as Mondu NL provides the Merchant with the necessary information and (ii) to immediately forward the amounts refunded by the tax office in this respect to the Respective Receivable Holder.

8.10 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.

8.11 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.

8.12 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.

8.13 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.

8.14 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.

8.15 Merchant shall provide Mondu DE via the Platform or API 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. In case Merchant is unable to provide the required information via the Platform or API after integration referred to in section 2.8 Mondu DE reserves the right to charge a one-time limited integration fee of 5,000 EUR.

8.16 Merchant shall inform Mondu DE immediately about any Disputes and, without limiting any other rights that Mondu NL may have under section 12, pay to Mondu DE a fee of EUR 20 per Dispute in case of Disputes decided in favour of Buyer.

8.17 Merchant shall inform the respective Buyers immediately (i) if Receivables are assigned to Mondu NL, (ii) on request by Mondu NL if Receivables are assigned to another Respective Receivable Holder and (iii) in the event of a cancellation or termination of a Buyer Contract,, if Receivables are (re-)assigned to the Merchant by Mondu NL or the Respective Receivable Holder.

8.18 When processing requests from Buyers for the conclusion of Payment Models via the ModuSell Application, the Merchant shall

- inform the Buyers in accordance with Article 13 and on behalf of Mondu DE in accordance with Article 14 of Regulation (EU) 2016/679 (General Data Protection Regulation, "**GDPR**") before the Merchant enters any data of the Buyers into the MonduSell Application and transfers it to Mondu DE, without prejudice to section 21;

- immediately notify the affected Buyers of the results of the check carried out in accordance with section 2.2;

- in the event of positive verification results, (i) offer the Buyers the conclusion of a Payment Model with the notification of the verification result and (ii) pay a verification fee of EUR 10 to Mondu GmbH unless the Buyer concludes a Payment Model within 5 Business Days of notification of the verification result.

8.19 Merchant acknowledges and understands that Mondu NL is a regulated entity subject to regulatory obligations and in particular required to perform certain KYC/ onboarding processes as dictated by regulatory authorities. Merchant shall, in case required by Mondu NL, offer reasonable assistance to Mondu NL to enable Mondu NL to comply with its regulatory obligations.

8.20 Merchant shall provide the Mondu Entities promptly upon request with any documents, confirmations or other information, in particular its audited annual financial statements, required by any regulator or other authority, insurance or bank.

8.21 Merchant remains the sole contractual partner of the respective Buyer even after the authorization of Mondu NL to process the Payments to be processed and the Assignment of the Receivables to Mondu NL. Mondu NL does not become a contracting party. In the event that a Buyer or another third party should nevertheless assert claims against the Respective Receivable Holder in connection with the Payments, the Merchant shall indemnify the Respective Receivable Holder upon first request for any loss suffered. The obligation to indemnify pursuant to this section also covers legal costs and fees incurred by Mondu NL in case of any litigation or out-of-court disputes in relation to any such claim. This includes, in particular, the fees of any lawyers hired by Mondu NL which are chosen at Mondu NL's discretion and remunerated in accordance with customary hourly fee rates.

9. Representations of Merchant

9.1 Merchant guarantees upon (i) conclusion of this Agreement, (ii) conclusion of each Individual Acquiring Agreement, (iii) authorizing Mondu NL to process the Payments to be processed, and (iv) any Assignment of Receivables to Mondu NL that:

9.1.1 Merchant is acting in the course of business;

9.1.2 Buyers are not consumers, i.e., Buyers are persons acting in the context of a trade, profession or occupation;

9.1.3 the transaction underlying the Individual Acquiring Agreement is a commercial transaction for Merchant and the Buyer;

9.1.4 the Payments are not payments from an ongoing current account that is managed by the Merchant for the respective Buyer;

9.1.5 there is no reason to file for bankruptcy proceeding against Merchant (insolvency, imminent insolvency and/or overindebtedness);

9.1.6 Merchant meets all its obligations arising from and in connection with taxes, including VAT (if any), and, in particular, discharges, taxes timely, correctly and fully;

9.1.7 Buyer Contracts and Payment Agreements are subject to the laws of the jurisdiction in which the Merchant is domiciled and have been validly concluded in accordance with these laws;

9.1.8 Buyer Contracts as mentioned in section 9.1.7 are not subject to a secret reservation or a lack of seriousness and are not simulated transactions;

9.1.9 Buyer Contracts as mentioned in section 9.1.7 cannot be cancelled by unilateral notice (e.g. contestation) at the time of the respective authorization of Mondu NL with the processing;

9.1.10 Merchant fulfils Buyers claims in case of a cancellation or termination of a Buyer Contract according to section 12;

9.1.11 no party to any Payment Agreement is an affiliate of the Merchant or otherwise closely connected with the Merchant;

9.1.12 Merchant's products and services are marketable and are not Restricted Goods and/or Restricted Services;

9.1.13 Merchant is the sole commercial owner of the Receivables and is not restricted in any way in its right to authorize a third party to process the Payments to be processed and assign the Receivables;

9.1.14 Merchant has not and will not otherwise dispose of the respective Receivables prior to assignment to Mondu NL, and has not granted and will not grant any third party any rights on or to the Receivables;

9.1.15 at the time of the Assignment, it has sole legal and beneficial title to the relevant Receivable and is entitled to transfer and assign the Receivable free from any security interest or other third-party rights. To the extent that any of the Receivable is subject to any extended retention of title arrangements, Merchant further represents and warrants that it is entitled under the relevant retention of title agreement to sell and transfer the respective Receivable to Mondu NL. In particular, Merchant warrants with respect to such Receivable that: (i) Merchant obtained all necessary consents or authorizations from the relevant supplier to assign the Receivable, (ii) the consideration received by Merchant for the Assignment is at least equal to the amount payable to the relevant supplier in connection with the assigned Receivable, and (iii) Merchant will promptly settle any amounts outstanding to the relevant supplier in accordance with the underlying supply agreement or retention of title arrangement upon receipt of the Payout Amount;

9.1.16 Merchant has duly paid its business partners, in particular its suppliers. In the case that contrary to section 9.1.15 an extended retention of title has been agreed between Merchant and any supplier, Merchant in particular guaranties that relevant supplier has been paid and undertakes to pay the relevant supplier without undue delay after receiving the Payout Amount;

9.1.17 the Buyer Contracts are not subject to litigation or out-of-court disputes at the time of the respective authorization of Mondu NL with the processing;

9.1.18 all purchase price, wages or remuneration claims are subject to the provisions set out in the respective Payment Agreements (to be) concluded between Merchant and Buyer as set out in the Model Agreements;

9.1.19 Buyers do not have any rights under a Buyer Contract to refuse or reduce payment of the respective Payments or to meet payment obligations by means of set-off, other than the rights referred to in section 12.1. In the case of Payments resulting from contracts for work and labor, the Merchant warrants that the work has been accepted by the Buyer prior to the Offer;

9.1.20 the amount of the Payments communicated by Merchant to Mondu NL via Mondu DE through the relevant Payment List is exactly equivalent to the amount of the Payment Amount of the Payments due under the respective Payment Agreement;

9.1.21 Merchant will effectively cooperate with Mondu DE in the prevention of fraud and to comply with Mondu DE's Fraud Protection Policy. In this respect Merchant maintains appropriate measures and processes to detect and/or prevent any cases of fraud in its own company or by the Buyer. In the event of any suspected fraud, Merchant will immediately (i) inform Mondu DE and, if necessary, delay the shipment of the goods in question by up to 24 hours to allow for additional checks, (ii) on request by a Mondu Entity stop the shipping of goods that has not yet taken place.

9.1.22 in case of any shipment of goods under a Buyer Contract, (i) the shipping address and the invoice address are identical and Merchant and/or third parties, (in particular transportation companies) will not redirect such shipments, unless Mondu DE agreed to a different shipping address at the time of the conclusion of the Payment Agreement, (ii) the Merchant has provided the Buyer with the option of tracking the shipment and (iii) obtain Proof of Delivery when shipping goods and share the Proof of Delivery with Mondu DE upon request within 48 hours and (iv) retain any Proof of Delivery for a minimum period of 9 months after delivery;

9.1.23 Merchant will resolve any Dispute within 5 Business Days amicably or by a final court judgment or final arbitration award;

9.1.24 Merchant complies with all data protection regulations;

9.1.25 Merchant complied with the process set out in section 8.17 above;

9.1.26 Invoice Creation in respect of each Buyer Contract no later than 30 days after shipment of the goods or after the work or service has been rendered.

9.1.27 The (corporate) name of the Buyer approved by Mondu DE pursuant to section 2.2 exactly corresponds to the Buyer name on the invoice submitted;

9.2 Where a guarantee given under section 9.1 has been infringed, Mondu NL and/or the Respective Receivable Holder particularly has the right to rescind the relevant Individual Acquiring Agreement in text form (email sufficient).

9.3 Merchant expressly makes the Merchant Compliance Declaration and agrees to the Merchant Compliance Information Obligations.

10. Remuneration and Taxes

10.1 For the provision of the services in connection with the respective Individual Acquiring Agreement, the Merchant shall pay Mondu NL the Discount. Subject to the terms of this Agreement, the Discount covers all costs for the Merchant in connection with the processing of Payments and the Services. A separate disclosure of individual Services does not take place.

10.2 The Discount is determined in accordance with the Order Form.

10.3 Unless otherwise agreed in text form between the parties, 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 Mondu NL.

10.4 Mondu NL shall (i) provide Merchant with a monthly summary invoice with respect to the services provided comprising the Discount Amount and the VAT due thereon (if any) for each Individual Acquiring Agreement and (ii) pay the respective VAT applicable on the Discount Amount (if any) directly to the competent tax authorities in accordance with the applicable statutory provisions. For clarification: All fees payable to a Mondu Entity under this Agreement are exclusive of VAT due on such fees by such Mondu Entity. If VAT is due by the relevant Mondu Entity, it will issue a valid VAT invoice and the Merchant shall pay such VAT together with and at the same time as the relevant fees.

10.5 Buyers of the Merchant do not pay any remuneration to the Merchant for the use of the Payment Models. 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.

10.6 The Merchant shall make all payments under or in connection with this Agreement or any Individual Acquiring Agreement to any Mondu Entity or the Respective Receivable Holder clear of any deduction or withholding for any Tax, unless required by law. For the purpose of this Agreement, in the event that the Discount or other fee is deducted from any amount paid to the Merchant by Mondu NL, this deduction shall be considered to constitute a payment. If any deduction or withholding is required, the Merchant informs the relevant Mondu Entity accordingly as soon as reasonably possible and shall increase the amount payable so that the recipient receives the full amount it would have received had no deduction or withholding been made, and the Merchant shall pay the deducted or withheld amounts (together with any interest or penalties relating thereto) to the competent authority and, on request, provide the relevant Mondu Entity and/or the Respective Receivable Holder with satisfactory evidence of such payment.

10.7 In the event that any stamp duties, transfer taxes, registration fees, or similar duties or charges are imposed on or in connection with the transfer or acquisition of Receivables pursuant to this Agreement, such duties shall be borne exclusively by the Merchant.

10.8 The Merchant shall indemnify and hold harmless the Mondu Entities, any Respective Receivable Holder against any Taxes, costs and expenses arising out of or in connection with: (i) any failure by the Merchant or any person acting in its name or on its behalf to withhold or account to relevant authorities for any Tax as required by law; (ii) any shortfall in the gross-up required by this section, (iii) any secondary or vicarious filing, registration or compliance obligation imposed on any Mondu Entity or Respective Receivable Holder as a result of payments contemplated by this Agreement; and (iv) any Tax or registration fees incurred by the Mondu Entities as a result of the transfer or acquisition of Receivables under this Agreement. The obligations in this section survive termination or expiry of this Agreement.

10.9 The Merchant shall pay any amounts due under this section within 2 Business Days of demand, provided that the Merchant agrees that Mondu NL may set off any amounts due under this section (without making any demand or giving notice to the Merchant) against any amounts due by Mondu NL to the Merchant.

11. Netting

11.1 Mondu NL is entitled to offset claims to which it is entitled against the Merchant against claims of the Merchant against Mondu NL (Netting). In this context, Mondu NL is in particular entitled to offset the Repayment Claim to which it is entitled against the Merchant with Purchase Price Claim.

11.2 The Respective Receivable 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 Respective Receivable Holder and the Merchant has a debt-relieving effect with regard to (i) future payment claims of the Merchant against Mondu NL and (ii) repayment claims of the Respective Receivable Holder against the Merchant.

11.3 Mondu NL and the Merchant hereby agree that the Purchase Price Claim and the Repayment Claim shall be automatically set off against each other once they mature. Such automatic set-off or netting shall also occur if the Repayment Claims become due and payable without notice in accordance with section 3.8 and the Repayment Claims shall be automatically netted against the Purchase Price Claim. No further declaration or action by the parties is required for the set-off to become effective. Upon the automatic set off agreed in this section taking effect in respect of the respective Receivable (i) Mondu NL hereby waives all financial claims from the Repayment Claim against Merchant, and (ii) Merchant hereby waives all claims from the Purchase Price Claim against Mondu NL. This, in the view of the fact that the Payout Amount shall irrevocably remain with Merchant and that Mondu NL shall bear the Buyers' default risk (del credere risk; as governed by section 7).

12. Cancellations

12.1 This section applies upon the occurrence of any of the following with respect to a Buyer Contract or Payment Agreement: (i) a goodwill cancellation of a Buyer Contract in full or in part initiated by Merchant ("**Goodwill Cancellation**"); (ii) a termination by the Buyer of its underlying Buyer Contract or refusal to pay the Receivable in full due to a Dispute; or (iii) the rescission, avoidance, or voidness of the Buyer Contract or Payment Agreement, however arising (each a "**Cancellation Even**t").

12.2 Mondu NL agrees that Merchant may effect Goodwill Cancellations after Assignment, provided that, measured on a rolling monthly basis, the aggregate nominal value of transactions subject to goodwill cancellation does not exceed five percent (5%) of the total transaction volume processed in the same period. Mondu NL may reasonably request supporting records to verify compliance with this cap. For clarity, cancellations exceeding the 5% cap require Mondu NL's prior written consent (not to be unreasonably withheld or delayed).

12.3 If a Cancellation Event occurs in respect of the whole of a Buyer Contract and/or Payment Agreement after Mondu NL has paid the Payout Amount in respect of the relevant Receivable, the Merchant shall immediately indemnify Mondu NL for an amount equal to the aggregate of (i) an amount equal to the Payout Amount, and (ii) the Discount Amount applicable to such Receivable, less any amount paid by the Buyer to Mondu NL in respect of such Receivable as of the date of the Cancellation Event. For clarity, the Discount Amount is determined by reference to the original Payment Amount. If the Cancellation Event occurs before payment of the Payout Amount, the Merchant shall indemnify Mondu NL for an amount equal to the Discount Amount.

12.4 Where a Cancellation Event occurs in respect of part of a Buyer Contract and/or Payment Agreement and Mondu NL has already paid the Payout Amount, the Merchant shall immediately indemnify Mondu NL for an amount equal to the portion of the relevant Receivable that has been cancelled or reduced. For clarity, the applicable Discount Amount is determined by reference to the original Payment Amount without reference to any cancellation or reduction

12.5 If a Refund Claim arises, the Merchant (i) authorises Mondu NL to pay an amount equal to such Refund Claim to the Buyer with debt-relieving effect in favour of the Merchant and (ii) shall indemnify Mondu NL for an amount equal to such amount paid by Mondu NL to the Buyer.

12.6 The Merchant shall pay any amounts due under this section within 2 Business Days of demand, provided that the Merchant agrees that Mondu NL may set-off any amounts due under this section (without making any demand or giving notice to the Merchant) against any amounts due by Mondu NL to the Merchant, including by deducting such amount from the Payout Amount to be paid by Mondu NL in respect of any other Payment to be processed.

13. Receivables Management

13.1 Mondu DE is entitled to provide support services to Mondu NL and the 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.

13.2 For the purpose of claim management, Merchant authorizes the Respective Receivable Holder, if necessary, via Mondu DE as a messenger, to commission third parties at its own discretion. Section 2.15 shall apply accordingly.

13.3 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 authorization. Mondu DE merely acts as a messenger for the Respective Receivable Holder.

14. No Assignment and/or Set-Off by Merchant

14.1 Any rights and duties from Merchant under and in connection with the Agreement, cannot, wholly or partially be assigned, pledged and/or otherwise transferred by Merchant to third parties, without the prior written consent of Mondu DE and Mondu NL.

14.2 Any set-off and/ or assertion of rights of retention and/ or rights to refuse performance by the Merchant to Mondu DE and/or Mondu NL is excluded unless the set-off and/ or right of retention and/ or right to refuse performance is based on claims which are undisputed or res judicata.

15. Limitation and Exclusion of Liability

15.1 Mondu DE is not liable for the following damages:

15.1.1 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;

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

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

15.2 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 Discount Amounts paid or to be paid by the Merchant to Mondu NL for the processing of the Processed Payments pursuant the Individual Acquiring Agreements between the Merchant and Mondu NL in the respective calendar year.

15.3 Subject to section 15.4, any liability of Mondu NL is excluded.

15.4 Liability for (i) intent or gross negligence, (ii) damages resulting from injury to life, body or health, (iii) the fulfillment of Mondu DE's and Mondu NL's primary main performance obligations shall remain unaffected by the limitation or exclusion of liability. In case of Mondu NL the primary performance obligation shall be considered to be its obligation to pay the Payout Amount to the Merchant.

16. Force Majeure

16.1 Insofar as and as long as a Force Majeur Event exists, the Parties are temporarily released from their contractual obligations.

16.2 If a Party is prevented by a Force Majeur Event from fulfilling its contractual obligations under the Agreement or if the provision of these contractual obligations is delayed, the Party concerned is obliged to:

16.2.1 to inform the other Party immediately of the occurrence of a Force Majeur Event, stating the beginning and (expected) extent of the force majeure, its cause and its expected duration, 16.2.2 make reasonable efforts to minimize the effects of the Force Majeur Event on the performance of their obligations under the Agreement, and

16.2.3 to resume the fulfillment of their obligations as soon as possible after the cessation of the Force Majeur Event.

17. Intellectual property

17.1 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.

17.2 Merchant may not modify or otherwise misuse the trademarks and other protected signs granted as part of the Right of Use 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.

17.3 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.

18. Mentioning as a Reference Customer

18.1 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.

18.2 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 18.1 requires the Merchant’s consent in text form.

18.3 The granting of the rights set out in section 18.1 shall be free of charge.

19. Technical Support

To resolve technical malfunctions on the Platform, MonduOnline or the MonduSell Application, 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.

20. Confidentiality

20.1 Each 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.

20.2 Information shall not be deemed to be confidential for the purposes of section 20.1 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.

20.3 An exception to the obligation to maintain confidentiality pursuant to section 20.1 exists in the following cases:

20.3.1 Disclosure to directors, officers, consultants and employees or professional advisers bound to secrecy, insofar as they need to know the confidential information for the purpose of fulfilling the Agreement;

20.3.2 Disclosure to affiliates and assignees and potential assignees of Mondu Entities and to insurers, lenders, investors or potential investors of Mondu Entities, their affiliates, assignees or potential assignees.

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

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

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

21. Data Exchange and Privacy

21.1 The Mondu Entities will exchange data obtained in the context of the conclusion of this Agreement, any Buyer Contract and/or Payment Agreement with each other and share data with financing and/or insurance partners. Merchant explicitly agrees to the exchange and sharing of such data.

21.2 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. Any collection, processing and use of personal data shall be carried out in compliance with the latest version of Mondu's privacy policy accessible at this website.

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

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

21.5 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.

22. Notices and Declarations

22.1 Unless otherwise specified, any notices or other communication between the Merchant and the Mondu Entities in connection with the Agreement must be made in text form, whereby an electronic notification, e.g. via the Platform or e-mail, is sufficient for this purpose.

22.2 In the cases where Mondu DE is acting as a messenger for Merchant, Mondu DE has the right to accept declarations on Merchant's behalf as well as to submit declarations in connection with Payments.

23. Amendments

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

23.2 There are no verbal ancillary agreements.

23.3 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 and Mondu NL may terminate the Agreement with immediate effect.

24. Term and Termination

24.1 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 (i) the Merchant and/or (ii) the Mondu Entities terminate the agreement with 90 days' notice to the end of the respective term.

24.2 Any termination refers to this Agreement only and not to the Individual Acquiring Agreements which cannot be terminated, i.e., any Payments offered for processing and already accepted by Mondu NL remain unaffected by any termination of this Agreement. Section 17.2 remains unaffected.

24.3 Notwithstanding the ordinary right of termination under section 24.1, 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.

24.4 In addition to section 24.3, an extraordinary reason for termination shall also be given in the following cases:

24.4.1 The respective other party has ceased its business activities.

24.4.2 A Force Majeur Event occurs and lasts longer than one month.

24.4.3 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.

24.4.4 Merchant is in breach of a warranty given in under section 8.17 or in breach of guarantee under sections 9.1.11 and/or 9.1.12

24.4.5 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.

24.5 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 24.1, 24.2 or 24.3, shall, unless expressly provided otherwise, have the following effects:

24.5.1 The Right of Use shall cease to exist.

24.5.2 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 20, and shall not continue to use such Confidential Information.

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

25. Final Provisions

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

25.2 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.

25.3 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.

25.4 The present Agreement and each Individual Acquiring Agreement are subject to the laws of the Netherlands and the UN Sales Convention. The legal effect of the Assignment vis-à-vis third parties, including the requirements for the Assignment to be effective against third parties (third-party effect), shall be governed by the conflict of laws rules under the applicable private international law of the relevant jurisdiction. To the extent that the applicable private international law does not provide specific conflict of laws rules for the third-party effect of assignments, the third-party effect shall be governed by the law governing the assigned receivable (the law of the claim/statute of the claim).

25.5 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. The headings are included for reference only and shall not be used to interpret any individual section of the agreement.

25.6 To the extent permitted by law, the exclusive place of jurisdiction for all disputes (i) arising from or in connection with the Agreement any Individual Acquiring Agreement is Amsterdam, the Netherlands.

Annex 1 - Eligibility Criteria

Criteria
Conclusion of a Buyer Contract
No Restricted Goods/ no Restricted Services/ no Restricted Industry
No sanctioned Buyers
Underlying Receivable is not due at the time of Assignment
Item shipped, service rendered or work accepted by Buyer (respectively)
Item shipped or service rendered and Invoice Creation within 50 days of completion of an order subject to the Payment Model
Proper use of Payment Agreement, i.e., template for Instalment Payments or template for Payment Postponements
Positive up-to-date Merchant KYC/ AML check
Aggregate Nominal Value of Payments to be processed ≤EUR 750k

For the purpose of this Annex 1 - Eligibility Criteria, the following terms have the following meaning:

"**Restricted Industry**" means either of prostitution, adult entertainment and eroticism, narcotics, drugs and drug paraphernalia, explosives and fireworks, child labor and forced labor, gambling, casinos, gemstones and precious metals, production and/or trading in endangered species, weapons and defense industry, network marketing, multi-level marketing, prohibited goods, works and services, those involving a significant adverse environmental impact, those involving the provision of military services which are not being provided by a government or regular force, those involving products that infringe the intellectual property of others, including (but not limited to) counterfeit goods and illegally copied software, money laundering, terrorism financing, corruption, bribery, tax evasion, fraud and/ or industries of a similar kind;

Annex 2 - Merchant Compliance Declaration and Merchant Compliance Information Obligation

1. **Merchant Warranties and Certifications**

1.1. The Merchant hereby warrants, and certifies that, to the best of their knowledge,

a) none of the Buyers using a Payment Model are engaged in activities prohibited by law or applicable sanctions regimes;

b) all goods and services financed, sold, or transacted utilising services provided by the Mondu Entities (i) are lawfully sourced and not subject to sanctions, embargoes, or export restrictions; (ii) are intended for lawful, non-restricted end-use and in compliance with applicable local and international regulations; (iii) are not classified as dual-use items under Regulation (EU) 2021/821 or equivalent national legislation, unless explicitly disclosed and authorised by Mondu NL; (iv) are intended for lawful civilian end-use and are not intended, directly or indirectly, for use in connection with weapons, military, or proliferation activities.

1.2. Merchant hereby warrants, and certifies that, to the best of their knowledge, their operations, products, and supply chains comply with all applicable laws and regulations relating to forced labour, environmental protection, and human rights. This includes compliance with the U.S. Department of Labor's List of Goods Produced by Child or Forced Labor, the EU Conflict Minerals Regulation (EU Regulation 2017/821), and the UK Modern Slavery Act 2015.

1.3. Merchant further certifies that it does not, and will not, directly or indirectly engage in, support, or source from any entity involved in forced labour, child labour, human trafficking, or other human rights violations.

(the **"Merchant Compliance Declaration"**).

2. **Merchant Compliance Information Obligations**

The undersigned Merchant acknowledges and agrees:

2.1. to notify the Mondu Entities without undue delay if they suspect or become aware

a) of any customer activities that may be prohibited by law or applicable sanctions regimes;

b) that any goods or suppliers become subject to restrictions or allegations related to forced labour, human rights violations, or significant environmental breaches;

c) of any other circumstances that conflict with the warranties and certifications made in the Merchant Compliance Declaration;

2.2. to provide the Mondu Entities, upon request, with

a) additional information regarding the origin or supply chain of goods and services financed, sold, or transacted utilising services provided by the Mondu Entities;

b) relevant documentation (e.g. invoices, contracts, or end-use statements), certifications, or audit reports to substantiate the warranties and certifications made in the Merchant Compliance Declaration;

c) additional information or documentation to verify compliance with applicable Environmental, Social and Governance (ESG) and human rights standards.