



MANGOPAY SERVICE AGREEMENT

ADDENDUM

IBANISATION FEATURE

AGREED BETWEEN:

MANGOPAY SA,

A limited liability company incorporated in Luxembourg registered offices at 2 Avenue Amélie, L-1125 Luxembourg, listed under Number B173459 on the Luxembourg Trade and Company Register, approved as an Electronic money institutions by the Financial Sector Regulator (CSSF) and authorised to carry out its business in Europe,

hereinafter referred to as "**MANGOPAY**"

AND

MANGOPAY FRANCE SA, French branch, listed under Number 831 958 996 RCS PARIS on the French Trade and Company Register, registered at 4 rue de la tour des Dames, 75009 Paris,.

hereinafter referred to as "**the Branch**"

AND

Hero24 Oy,

a Company incorporated in FI

with a share capital of

and registered offices at Tallberginkatu 2 00180 Helsinki Helsinki FI ,

listed under Number 10261968

at the

Trade Register,

and represented by Haarlaa, Pirkka duly authorised for the purpose hereof.

hereinafter referred to as "**the Partner**",

the Party of the second part.

Hereinafter jointly referred to as the "**Parties**".

Context



MANGOPAY and the Partner have entered into, today contract entitled MANGOPAY SERVICE AGREEMENT, (hereafter referred to as “the Agreement”) in order to define the conditions under which (i) the Partner integrates MANGOPAY payment solution (MANGOPAY’s API) on its online platform and (ii) MANGOPAY provides payments services to the Partner’s users or to the Partner itself.

The Parties wish to include into this contractual field the option for MANGOPAY to process payin by bank wire via LU-Ibans or FR- Ibans, being specified that FR-Ibans will be generated by the Branch. It is specified that the Branch is duly authorized by the CSSF (Commission de Surveillance du Secteur Financier), to provide payment services in France, including the opening and holding of payment accounts identified by a FR IBAN.

This addendum (the Addendum) forms part of the contractual documentation of the Agreement applicable to the Parties.

Article 1 – Defined terms

Capitalized terms used but not otherwise defined herein shall have the meanings given thereto in the Agreement. Defined terms in this Addendum shall be deemed incorporated into the Agreement.

Article 2 – Purpose of the Addendum

The Parties agree that MANGOPAY can generate LU- Ibans in the name of Customers for the processing of payin by bank wire and that the Branch can generate FR- Ibans in the name of Customers for the processing of payin by bank wire.

Article 3 – Fees

Payin by bank wire through LU-Ibans or FR- Ibans are charged, either by MANGOPAY or by the Branch, in the same way as provided in the financial condition of the Agreement (« Bank Wire -Cash in »).

Article 4 – Effective date – duration

This Addendum takes effect on this signature date and is entered for the duration of the Agreement.

Made in Helsinki

On



For MANGOPAY and the Branch

For the Partner



MANGOPAY Service Agreement

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Mangopay SA,

A limited liability company incorporated in Luxembourg and registered offices at 2 Avenue Amélie, L-1125 Luxembourg, listed under Number B173459 on the Luxembourg Trade and Company Register, approved as an Electronic money institution by the Financial Sector Regulator (CSSF) and authorised to carry out its business in Europe,

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AND

Hero24 Oy,

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with a share capital of

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listed under Number 10261968

at the Trade Register,

and represented by **Pirkka Haarlaa**

duly authorised for the purpose hereof.

hereinafter referred to as "**the Partner**",
the Party of the second part.

Hereinafter jointly referred to as the "**Parties**".



IT HAS BEEN AGREED AS FOLLOWS:

1. The Partner is standard B2C marketplace that connects professional service providers with customers in need.
2. The Partner has entered (or will enter) into relationship with natural or legal persons, affiliated to its Website. The Partner wants to offer its clients the opportunity to open a Mangopay account in Mangopay's books, and thus to use the Payments services provided by Mangopay.
3. Mangopay is an E-Money Institution licensed to provide payment services in the European Union and European Economic Area.
4. Mangopay has designed an innovative payment solution implemented by an API (application programming interface), branded under the name of Mangopay API. This solution may be provided on the basis of freedom of services under the Mangopay's EU-passport in any Member State of the European Union and the European Economic Area.
5. The Partner and Mangopay have agreed to enter into a business partnership, allowing the Partner to interface the Mangopay API on its Website, thereby ensuring that payments to the Customers are made via an approved and regulated institution without, at any time, the Partner controlling or entering into possession of the Customer's funds.
6. The Parties have agreed on the following conditions for providing the API.

IN PURSUANCE THEREOF, IT HAS BEEN AGREED AND DECIDED THAT:

1. Definitions

The words used within this Agreement shall have the meaning provided hereafter:

Agreement	Means this Service Agreement, its Appendices (including the Terms and Conditions) and the amendments concluded between the Parties.
API	Means the « <i>Application Programming Interface</i> » or « <i>programming interface</i> » between the Platform and the Website required to grant the Payment Services to the Customers.
Authorized Persons	Means any representative or person designated by the Partner in order to access the API.
Bank	Means Crédit Mutuel Arkéa or any bank authorized in a member state of the European Economic Area, as replaced from time to time by Mangopay.
Bank Account	Means an account opened in the Customer's name by a bank supervised by a regulatory authority in a European Union Member State or in a state which is party to the EEA, or in a third country that imposes equivalent requirements regarding combatting money laundering and financing of terrorism.



Confidential information	Means any non-public information or document concerning one Party's marketing offer, strategy, financial information, processes or procedures.
Customer	Means the legal or natural person affiliated to the Partner's Website and using the Payment Services provided by Mangopay in order to receive the funds related to its activity on the Website, according to the Partner's terms and conditions. The Customer holds a Bank Account.
Deliverables	Means all documents, products and materials developed by Mangopay or its agents, subcontractors, consultants and employees in relation to the API in any form, including computer programs, data, reports and specifications (including drafts).
Hub	Mean the interface that is made available by Mangopay to the Partner on Mangopay's website and through which the Partner has access to several functionalities to facilitate its use of the Mangopay Platform.
Terms and Conditions	Means the framework agreement between Mangopay and a Customer for the provision of the Payment Services.
Mean of Payment	Means any means of payment agreed between the Partner and Mangopay to be made available by Mangopay on the API and enabling a User to remit funds to a Customer through the Website.
Mangopay account	Means an account opened by Mangopay on behalf of the Customer to register payment transactions. The payment transactions and the account are denominated in the same currency. The account does not constitute a bank deposit and bears no interests.
Payment Order	Means a payment instruction by a Customer to Mangopay, as agreed in the Terms and Conditions.
Payment Services	Means the services provided by Mangopay to the Customer according to the Terms and Conditions and described in Appendix 8, and including the management of the Mangopay account, the execution of a Payment Transaction and the acquisition of Means of Payment.
Payment Transaction	Means the transfer of funds executed by Mangopay on the basis of a Payment Order from the Customer, according to the Terms and Conditions.
Platform	Means the secure electronic system placed under Mangopay's control and responsibility for the creation and management of the Mangopay accounts.



Services	Mean Software Services and Deliverables provided by Mangopay to the Partner under this Agreement, in order to grant the use of the API.
Start date	Means the effective date of the Agreement.
Software Services	Means Mangopay's software including any error corrections, updates, upgrades, modifications and enhancements to it provided to the Partner to maintain the access of the Payment Services to the Customers.
Users	Means users of the Website, who remit funds to a Customer by any Mean of Payment accepted by Mangopay. Users are Payers, as defined in Appendix 5.
Website	Means the Internet website(s) or/and the mobile application(s) operated by the Partner, as designated is Appendix 3.

2. Purpose

2.1. *Purpose of the Agreement*

The purpose of this Agreement is to provide:

(i) the conditions under which Mangopay grants the use of the API to the Partner and provides the Payment services to the Customers. In return, Mangopay will receive a fee as provided by Article 4 of this Agreement.

and,

(ii) the conditions under which the Partner interfaces its Website with the Platform, via the API and provides technical and commercial services to Mangopay;

The Parties agree that the funds received on behalf of Customers are exclusively collected and controlled by Mangopay on an account opened by the Bank in its name, as described in Article 13 of the Agreement. The Partner shall (i) not be involved in the execution of a Payment Transaction and (ii) have no access to Customers' funds on a Mangopay account. In this condition, the Partner remains a commercial agent within the meaning of the PSD2 (second European directive on payment services).

2.2. *Contractual documentation*

This Agreement constitutes the entirety of the Parties' obligations with respect to its purpose. It cancels and replaces any previous document or agreement made between the Parties relating to the subject matter of this Agreement and in connection with the Website.

The Agreement is composed of this Contract and its Appendices:

- Appendix 1 - Service level agreement;
- Appendix 2 - List of Partner's identification documents;
- Appendix 3 - Website identification and Commercialisation of the Terms and Conditions
- ;
- Appendix 4 – SET UP: 3D Secure Payment Security Protocol;



- Appendix 5 – Financial conditions;
- Appendix 6 – Best practices for fighting fraud
- Appendix 7 – Protection of Personal Data
- Appendix 8 - Payment Services

2.3. *Compliance due diligences*

As a regulated entity, Mangopay needs to conduct some due diligences regarding its business' relationships. Hence, the Partner shall transfer to Mangopay all the information and documents listed in Appendix 2. The Partner shall notify Mangopay of any substantial modification regarding these documents or information, as well as any modifications regarding the ultimate beneficial owners.

During the term of the Agreement, Mangopay can, at any time, request the Partner to provide the update of all documents and information that Mangopay deems necessary to perform the relevant due diligence (and in particular, but not limited to, information and documents listed in Appendix 2). The Partner undertakes to cooperate with Mangopay and to provide to Mangopay, in due time, any update of the information and documents requested by Mangopay for this purpose.

The Partner has the obligation to inform Mangopay of any occurrence that is likely to have a significant impact on the Partner's ability to perform the outsourced tasks mentioned under Article 5 effectively and in compliance with current legislation and regulatory requirements.

2.4. *Fighting fraud and prohibited activities*

The Partner undertakes to carry out internal fraud monitoring in compliance with the risks linked to its business. In this regard, the Partner shall refer to the best practices defined in Appendix 6.

If requested by Mangopay, and in case of high-risk business, the Partner shall provide Mangopay with documents addressing the following subject matters:

- Internal processes and control activities in place to monitor flows and transactions;
- Anti-fraud policy.

During the execution of this Agreement, the Partner undertakes to not enter into any prohibited activities and shall make sure that the Customers comply with the list of prohibited business of Mangopay. The Partner and all activities conducted through its Website shall comply with the list of prohibited businesses of Mangopay. The prohibited activities include any activity that is illegal according to the applicable laws, as well as the activities prohibited by Mangopay under its anti-money laundering procedures (the list of activities prohibited by Mangopay is available on the website: https://www.mangopay.com/en_UK/prohibited-businesses/. This list can be updated at any time by Mangopay).

2.5. *Effective date of the Agreement (Start Date)*

The Agreement will be effective at the date of signature, provided that (i) the Partner submitted all the documents and information listed in Appendix 2 and (ii) Mangopay has validated the compliance of the Partner's business with its AML policies and considers the due diligences completed. If not, the Agreement will be effective once the abovementioned cumulative conditions will have been fully performed.

2.6. *Scope of Mangopay's Services*

The Partner undertakes to use the Services and that Customers use Payment Services only for the Website and only for the activities and through the payment flow provided by the Partner to Mangopay via the Hub during the compliance due diligences performed before the Start



Date or validated by Mangopay during the onboarding process, to the exclusion of any other activity and/or any other payment flow.

In case the Partner wants to use the Services (or the Customers use the Payment Services) for other purposes, the Partner must obtain Mangopay's prior written consent.

3. Service description

3.1. Software Services

The Software Services shall consist of the provision of the Mangopay payment API and shall include in particular all error corrections, updates, extensions, modifications and improvements provided to the Partner within this framework. The Software Services are described in detail in the technical documentation ("Documentation") on the Mangopay website (<https://docs.mangopay.com/>)..

Furthermore, Mangopay provides a test environment (referred to as "sandbox") that runs the same environment as the production workload, and is publicly available on Mangopay's website.

Hence, by signing this Agreement, the Partner states that:

- It has previously requested to Mangopay all information about the API's features and functionalities that may be needed, in addition of the information available in the documentation;
- At the signature date, the API meets its expectations and its needs;
- During the test period in the « sandbox » environment, all the API integration tests were operated in a way corresponding to the intended use in the production phase.

The Partner supervises the continuity of the interface between the Platform and the Website, in order to make the Payment Services available to the Customers during the term of the Agreement.

The Partner hereby acknowledges that the Mangopay API is a standard solution and that no specific development is carried out for the needs of the Partner.

The Mangopay API is accessible via the Internet network which is not part of the Software Services provided. The Partner acknowledges and accepts that Mangopay cannot be held responsible for Internet malfunctions and that as such its responsibility cannot be engaged in any way.

3.2. Service level

Mangopay provides the Partner with a technical assistance service that is available on working days from 9.30am to 7.00pm (CET). The Partner must provide Mangopay as soon as possible with information and data in its possession in order to facilitate Mangopay's identification and correction of faults.

As soon as the Customer experience is deemed to be inadequate by Mangopay's technical staff, the Website shall automatically be put under "corrective maintenance". By "inadequate customer experience", Mangopay means any technical issues preventing the performance of this Agreement.

Mangopay hereby reserves the possibility of exceptionally interrupting the Software Services for maintenance, improvement or correction works. This interruption shall not generate any compensation for the Partner. Maintenance periods shall be communicated to the Partner in



advance as soon as possible. The Partner is invited to subscribe to the <http://status.mangopay.com/> page in order to be notified in advance of any scheduled maintenance. If the purpose of the maintenance is the correction of errors, it shall last until all the errors have been corrected. During maintenance periods, the Partner shall acknowledge that the Partner will not be able to use the API and that the Customers shall not be able to use the Payment Services.

Mangopay shall make all reasonable efforts to make the API available as described in the Service level agreement in Appendix 1.

The Partner undertakes to use the API in accordance with the Documentation and with any information or recommendation provided by Mangopay.

3.3. Data and Archiving

The Partner acknowledges that, after the termination of the Agreement, Mangopay safeguards and retains the data provided by Customers in order to comply in particular with its obligations as regards the prevention of money-laundering and the financing of terrorism, for the duration provided by the law. Mangopay may be required to retain other information for various periods of time in accordance with its legal and regulatory archival obligations.

3.4. Means of Payment and currencies

At any time, the Partner can contact Mangopay to request the activation of a Mean of Payment or a currency. The list of available Means of Payments and currencies is accessible on Mangopay's website: www.mangopay.com.

Mangopay undertakes to make its best effort to respond as soon as possible. If relevant, Mangopay will inform the Partner of specific terms and conditions relating to the integration of the Mean of Payment requested. If the Partner does not notify Mangopay that the terms and conditions are not accepted before the proposed date of activation, the Partner is deemed to have accepted those terms and conditions. If the Partner refuses the terms and conditions, the Mean of Payment won't be activated.

4. Financial elements

4.1. Mangopay's fees

For the provision of the Services, the Partner shall pay to Mangopay the fees agreed between the Parties and described in Appendix 5 and according to the payment terms defined in Appendix 5.

Mangopay shall issue an invoice to the Partner, on an aggregated basis at the end of each month for the fees charged to the Partner in relation to its operations for the month.

4.2. Modification of Mangopay's fees

4.2.1 Capped price increase

The Parties agree that Mangopay may change, at its sole discretion, and no more frequently than every 12 months, any of the fees provided in Appendix 5, provided that such increase will not in the aggregate exceed (i) five percent (5%) per annum or (ii) the amount of the inflation



based on the yearly European Union Consumer Price Index (for the most recent 12 month period for which data is available) whichever the lower (hereinafter referred to as the “**Caped Price Increase**”).

The Caped Price Increase cannot occur during the first 12 months from the signing of the Agreement.

Mangopay shall inform the Partner of the Caped Price Increase at least one (1) month prior to the date the Caped Price Increase will become effective. The Partner shall be informed of the Caped Price Increase in writing by any means whatsoever (e.g., by email, to the email address registered by the Partner when subscribing to the Services, via a notification through the Hub or via any other way, provided it is in writing).

4.2.2 Price increase due to costs increase

The Parties acknowledge that the pricing detailed in Appendix 5 has been agreed between the Parties on the basis of a calculation taking into account the fees of any third-party providers of Mangopay applicable at the time of the signing of the Agreement and in particular, but not limited to, the scheme and interchange fees, the acquiring bank fees or any financial network partners fees (the “**Mangopay Providers Fees**”).

The Parties acknowledge that the evolution of the Mangopay Providers Fees cannot be foreseen by Mangopay. As a consequence, in case of increase of any of the Mangopay Providers Fees, the Partner agrees that Mangopay will be free to increase the fees detailed in Appendix 5 proportionally to the increase of the Mangopay Providers Fee(s) (hereinafter referred to as the “**Price Increase Due to Costs**”).

Mangopay shall inform the Partner of the Price Increase Due to Costs at least one (1) month prior to the date the Price Increase Due to Costs will become effective. The Partner shall be informed of the Price Increase Due to Costs in writing by any means whatsoever (e.g., by email, to the email address registered by the Partner when subscribing to the Services, via a notification through the Hub or via any other way, provided it is in writing).

4.2.3 Other price modification

In addition to the provisions set out in paragraphs 4.2.1 and 4.2.2 above, the Parties agree that Mangopay is free to modify any fees detailed in Appendix 5, at any time and without having to provide any reason (hereinafter referred to as the “**New Pricing**”), provided that Mangopay informs the Partner in writing at least two (2) months prior to the date the New Pricing will become effective (the “**Reflection Period**”).

The Partner shall be informed of the New Pricing in writing by any means whatsoever (e.g., by email, to the email address registered by the Partner when subscribing to the Services, via a notification through the Hub or via any other way, provided it is in writing).

During the Reflection Period, the Partner can refuse the New Pricing. Such refusal must be notified by the Partner in writing to Mangopay in the way required by Mangopay.

The New Pricing is deemed accepted by the Partner if, before the end of the Reflexion Period, the Partner has not explicitly refused the New Pricing within the foregoing conditions. If the Partner has not explicitly refused the New Pricing, the New Pricing will automatically enter into



force on the date specified to the Partner when being informed by Mangopay about the New Pricing.

In the event that the Partner notifies Mangopay of its refusal of the New Pricing in accordance with the foregoing conditions, the notification of refusal shall be considered as a notice of termination of the Agreement, which will be automatically terminated at the end of a four (4) months' notice period from the end of the Reflection Period. It is specified that during this notice period, the Agreement will continue in accordance with the pricing in force prior to notification of the New Pricing.

4.3. Non-payment

Without prejudice to the stipulations on the termination of the Agreement, failure to pay on the due date of an invoice or any other sum due to Mangopay (e.g. chargebacks) shall result in:

- All invoices will be automatically and immediately accelerated and will become immediately payable.
- The right for Mangopay to make the subsequent provision of Services subject to specific financial guarantees or to stricter payment terms.
- Deactivation of some of the API's feature, if the sums due to Mangopay remain unpaid after one reminder sent by email.
- The suspension of Software Services, ten (10) calendar days following a formal notice sent by registered letter with acknowledgement of receipt, shall remain without effect. It is hereby specified that the suspension of Software Services shall not affect the possibility for Customers to obtain the funds available in their Mangopay accounts.

5. Interface and commercial services rendered by the Partner to Mangopay

5.1. Onboarding Customers

Mangopay allows the Partner to interface the API on the Partner's Website, in order to offer clients the opportunity to open a Mangopay account in Mangopay's books. For this purpose, the Partner shall provide the Terms and Conditions to the potential Customers, who will be the users of the Payment Services provided by Mangopay.

The Partner shall make sure that only persons regarded as Customers as defined in Article 1 are accepting the Terms and Conditions, meaning only persons who need to receive funds in regards of their activity on the Website.

The Partner is authorised to provide the version(s) of the Terms and Conditions, as agreed between the Parties in Appendix 3. For the duration of the Agreement, the Partner cannot provide another version of the Terms and Conditions without prior and written consent of Mangopay. The Partner is not allowed to conduct any amendment to the Terms and Conditions.

The Partner acknowledges that it has to display on its website, on behalf of Mangopay, the Terms and Conditions version in force, available at the URL mentioned in Appendix 3. The Terms and Conditions shall be easily available on its Website for all potential Customers.

The Partner shall collect, on behalf of Mangopay, Customer's consent to the Terms and Conditions by way of an on-line procedure, that the Partner ensures is legally binding on the Customer. If Customers using the Website are regarded as consumers, the Partner undertakes to implement a process of validation compliant with the applicable consumer law. The Partner



shall also implement archiving systems of all the Terms and Conditions concluded with the Customers.

Mangopay shall notify the Partner by e-mail of any modification of the Terms and Conditions. The Partner shall display the updated version of the Terms and Conditions, available at the URL mentioned in Appendix 3, and notify, on behalf of Mangopay, the modification to Customers according to the terms of the Terms and Conditions in force.

Mangopay reserves the right to refuse any request to open a Mangopay account. This decision will be notified to the Partner and Mangopay will not be liable for compensation for such decision. Mangopay may request any information or additional evidence from the Customer before carrying out any Transaction, and may suspend or close a Mangopay account, on its own initiative and without giving a reason or a right to compensation.

The Partner shall provide, on its interface, an environment allowing Customers to transfer directly to Mangopay all the information and documents requested by Mangopay to identify and verify the identity of the potential Customer, according to anti-money laundering regulations.

The information and identification documents of the Customers shall be transmitted to Mangopay through the API. Regarding Mangopay's requirements for Customer due diligences, the Partner shall refer to Mangopay's website: www.mangopay.com. On Mangopay's request, the Partner shall require a Customer to transfer any additional information or documents relating to its identity or a Transaction.

Following a Customer's first acceptance of the Terms and Conditions, a Mangopay account is opened by Mangopay in the name of the Customer. The Payment Services will be provided by Mangopay to the Customer, in accordance with the terms and conditions of the Terms and Conditions.

Mangopay will only credit the Customer's Mangopay account with the funds that it has effectively received. Each Payment Transaction shall be executed by Mangopay on the basis of a Customer's Payment Order.

5.2. Customer service

The commercial Customer service is delegated to the Partner under the responsibility of Mangopay. The Partner undertakes to make available to Customers a multi-channel communication service to manage the relationship with each Customer.

If the Partner receives complaints related to the provision of Payment Services, it shall inform the Customer that such complaints must be directly addressed to Mangopay, according to the procedures defined in the Terms and Conditions and on Mangopay's website.

5.3. Reporting

The Partner shall give access, to each Customer, on the Website, to the reporting of all payment transactions without any right of modification, by way of downloading the data from the API. Such reporting shall cover each payment transaction and be downloadable by the Customer on a durable medium.

5.4. Customer authentication

The Partner shall implement Customer authentication procedures in order to ensure that only the Customer (or any person duly authorized by the Customer) is able to access the



information related to the payment transactions, and to initiate a payment transaction. Mangopay cannot be held liable in case of fraud resulting from a lack of security on the Partner's platform.

6. Audit

Mangopay may, no more than once in any year (unless strictly required under applicable laws), carry out audits in order to ensure that the interface and the commercial services rendered by the Partner comply with the Agreement and the applicable regulations.

This audit may be carried out by a Mangopay internal auditing service or by an outside firm subject to professional secrecy. Subject to giving a minimum 15 days' notice, Mangopay must advise the Partner in writing of its intention to carry out an audit in situ or based on provided documents. Any firm must be previously approved by the Partner. The Partner can refuse an external firm only for conflict of interest reasons. If the firm is refused, Mangopay will appoint another one.

The audit report shall be communicated to both Parties. The fees of the audit will be at the expense of Mangopay.

If the conclusions of certain audits contain recommendations to modify or enhance the audited rules and procedures, the implementation of these recommendations shall be organised by a steering committee created for this purpose and include a representative from each Party. The Partner shall bear the costs relating to the implementation of such recommendations.

The Parties agree that no modification or enhancement of rules and procedures shall result in the Partner becoming a regulated payment institution or e-money institution or a payment agent or e-money agent.

The Parties agree that the auditing procedure or its non-implementation does not in any way exempt the Parties from compliance with their contractual obligations.

7. Liability

- General provisions

The Partner hereby acknowledges that Mangopay is external to any commercial dispute that may arise between the Partner and a Customer (or a User) with regards to the services provided by the Partner to the Customers (or the Users). The Partner shall be fully and indefinitely liable to Mangopay of any damages caused by a Customer (or a User) to Mangopay in connection with the activity of the Customer (or a User) on the Website.

In relation to any claim, damage or loss that may result from the performance of its obligations under the Agreement, Mangopay may only be held liable to the extent of an actual and proven material damage which is the immediate and direct consequence of a breach of its obligations under the Agreement.

The Parties expressly agree that Mangopay can under no circumstances be held liable for any indirect losses and/or non-material losses, and in particular, but not limited to: loss of clientele, loss of orders, loss of profit, loss of income or loss of business opportunities, and any damage to the image and/or reputation of the Partner, even if Mangopay was aware of the possibility that such loss or damage might be incurred by the Partner.

In addition, to the maximum extent permitted by applicable law, the Parties agree that the maximum aggregate liability of Mangopay (including its affiliates or subcontractors) to the Partner for any and all claims, damages or liability of any type under or in connection with this Agreement and all the services in general (including the Services) , shall not exceed the



amount, excluding taxes, of the fees actually paid to Mangopay by the Partner during the twelve (12) month period immediately preceding the date of the first event giving rise to liability under the Agreement. In case such event occurs less than 12 months after the entry into force of the Agreement, Mangopay's total financial liability for the whole duration of the Agreement shall be calculated by taking into account the amount equal to the average monthly fees collected by Mangopay since the entry into force of the Agreement, multiplied by 12 months. The limitation of liability set out in this article does not apply in the event of (i) death or personal injury, (ii) intentional wrongdoing, (iii) wilful misconduct or (iv) any other liability that cannot be limited by law.

- 3 DS

Mangopay operates an anti-fraud module including the 3D Secure payment security protocol covering any credit or debit card transaction. Depending on the amount of the transaction, this authentication system is flexible and allows selection of criteria based on the payment source. In this regard, the Partner shall comply with Appendix 4. Mangopay has a set of procedures, policies, systems, and controls in place to mitigate the risk exposure related to fraud, money laundering and terrorism financing. During the business relationship, the Partner undertakes to comply with all Mangopay's requirements deemed necessary, in order for the latter to fulfil its own obligations and to comply with the aforesaid procedures.

- Chargebacks

The Partner must bear all the consequences of any dispute or any other action that constitutes a chargeback, irrespective of the means of payment, the reason and the origin of the chargeback. A chargeback or dispute is the return of funds to a User, initiated by the issuing payment services provider of the Mean of Payment used by a User to remit funds. Any chargeback will be charged by Mangopay to the Partner the month the dispute occurred. The Partner acknowledges that relevant payment services regulation and/or certain payment scheme rules allows any person that initiate a payment (e.g. User) to dispute an unauthorised payment order for a maximum period of 13 months starting from the debit on the account linked to the payment instrument (Means of Payment) used (and up to 15 months in certain circumstances).

The Partner agrees to pay Mangopay the chargebacks, according to the payment terms defined in Appendix 5.

If the chargeback's rate exceeds the threshold defined in Appendix 5, the Partner hereby agrees, upon Mangopay's request, to transfer to Mangopay a certain amount that will be held by Mangopay on behalf of the Partner (Reserve) to cover financial risks identified by Mangopay. The terms and conditions applicable to the Reserve (and in particular the amount thereof) are detailed in Appendix 5.

- API Access

The Partner undertakes to implement authentication procedures sufficiently effective in order to secure the access to the API to ensure that only Authorized Persons are able to access the API. The Partner is solely responsible for the access to the API. The Partner determines the Authorized Persons and shall provide secure identification data for each Authorized Person. The Partner is solely responsible for any use of their identification data.



Mangopay cannot be held liable in case of fraud resulting from a lack of security of the authentication procedures implemented by the Partner or of any fraud concerning the access to the API not attributable to Mangopay. The Partner shall bear all the consequences, and in particular financial consequences, arising from or in connection with any unauthorized access to the API or any fraudulent use of the API, whether by Authorized Persons or by third parties and shall indemnify, keep indemnified and hold harmless Mangopay from and against any loss which Mangopay may suffer arising from or in connection with any unauthorized access or any fraudulent use of the API, whether by Authorized Persons or by third parties. The Partner must immediately inform Mangopay of any fraudulent access to or unauthorized use of the API in order to request that it be blocked. Any request to block an access must be confirmed without delay by the Partner by letter signed by the latter, delivered or sent by registered post, or email, to Mangopay.

8. Prevention of money-laundering and financing of terrorism

Mangopay is subject to all Luxembourg regulations governing the prevention of money-laundering and the financing of terrorism.

Under the provisions of Luxembourg laws concerning the transfers of funds of financial institutions in combating money-laundering and the financing of terrorist activities, for any transaction or business relationship Mangopay is required to ascertain from every Customer the source, purpose and destination of the Transaction. Additionally, it must carry out all necessary investigations to check the identity of the Customer and of the beneficial owner, where necessary.

These investigations form part of the Terms and Conditions, as accepted by Customers prior to using Mangopay's Payment Services.

The Partner undertakes to provide Mangopay on first demand with any requested document or data. The Partner shall comply with all monitoring requirements regarding Anti-Money Laundering (AML) and Counter Terrorist Financing (CTF) rules and regulations.

The Partner acknowledges that Mangopay may need to implement new features regarding its monitoring systems designed to prevent money-laundering and the financing of terrorism. The Partner agrees unconditionally to comply therewith.

The Partner acknowledges that, in the absence of sufficient details about the purpose or nature of transactions and purchases, Mangopay may at any time stop or postpone the use of a Customer's Mangopay account or the carrying out of transactions. The Partner is aware that a payment transaction carried out via Mangopay may be communicated to national financial intelligence units in Europe in accordance with applicable law. No legal proceedings or civil liability action may be brought or professional sanction pronounced against Mangopay, its authorised representatives, its managers or its employees who have in good faith stated their suspicions to such national authority.

A list of prohibited activities, and activities for which Mangopay shall be contacted upfront, is available on Mangopay's website: www.mangopay.com.

9. Licence to use and exploit intellectual property

9.1. General provisions

Any reproduction of Mangopay's brand names or trade names in any form, whether verbal or semi-figurative (logos), by the Partner is subject to obtaining Mangopay's express prior approval.

In any event, each Party retains all the elements of its intellectual property.



Other authorisations regarding any other element of intellectual property provided for in this Agreement involve only temporary usage rights restricted to the performance of this Agreement and with no transfer of property.

The Parties undertake not to apply, or cause to be applied in their name or on behalf of third parties, for intellectual property rights over designs using, incorporating or implementing all or part of the Confidential Information as specified hereinafter.

9.2. Non-exclusive license granted by the Partner to Mangopay

The Partner states that:

- It owns the logo(s) and trademark(s) (hereinafter « The Trademarks ») that are clearly recognisable on its Website;
- It has full rights to grant license for the exploitation of the Trademarks and to authorize the inclusion of the Trademarks into Mangopay's marketing channels.

The Partner hereby grants to Mangopay a non-exclusive, non-transferable and non-sublicensable license to use the Trademarks for the whole territory covered by the registration. The license includes the ability for Mangopay to circulate and to display the Trademark on any paper or digital medium, for example on Mangopay's website, newsletters, e-mails, sales presentations, flyers and other promotional materials (on and offline channels).

Mangopay shall use the license only to promote the services provided by Mangopay and shall at all time respect and preserve the Partner's brand image and reputation. The license is granted for free to Mangopay and for the whole duration of the Agreement.

The Partner guarantees Mangopay against any third-party action or claim on the basis that the use of the Trademarks contravenes a license, a copyright, a trademark, a trade secret or any other intellectual property right owned by a third party. The Partner shall compensate Mangopay for any financial prejudices arising for such claim.

10. Secrecy and Confidential Information

The Parties undertake to keep strictly confidential all information and data exchanged between them (including those from the pre-contractual negotiation stage) as well as the terms of the Agreement, for the duration of the Agreement and for a period of three (3) years after its expiry for whatever reason.

Consequently, each Party expressly undertakes to:

- take all appropriate measures to prevent the direct or indirect disclosure of the Confidential Information to any person other than their own legal representatives, employees, suppliers or sub-contractors, beyond what they need to know in order to carry out the tasks for which they are responsible;
- maintain and ensure the strictest secrecy as regards the Confidential Information;
- when the contract is terminated for any reason whatsoever, return all the Confidential Information to the other Party within maximum five (5) working days.

The Party, which has received the information, undertakes to inform the persons concerned of the confidential nature of the information.



Each Party guarantees that its employees, representatives and duly authorised subcontractors shall comply with the aforementioned undertaking of confidentiality.

This clause does not apply to information that is in the public domain or information that the Parties have received from a third party and whose communication is not in breach of another confidentiality agreement, or information that was already known by the Parties prior to its communication.

The Parties may moreover disclose the Confidential Information if this disclosure is forced upon them by a statutory or regulatory requirement (including the rules of any stock exchange or financial regulator to whose jurisdiction a Party or its group are subject), particularly an injunction by a competent judicial or administrative authority.

In this case, the Party required disclosing such information, undertakes:

- to inform the other Party, in writing prior to the actual disclosure, of the obligation it is under to disclose the Confidential Information,
- to restrict the disclosure to what is strictly necessary to fulfil its obligations.

The Partner acknowledges that Mangopay, as well as all persons who work for it, are bound by the obligation of professional secrecy, without prejudice to the cases covered by criminal law.

11. Duration, modification and termination

11.1. Duration

This Agreement is concluded for an unlimited period and shall be terminated in accordance with Article 11.3 or as otherwise provided in this Agreement.

11.2. Modification

The Agreement cannot be amended without written consent of each Party, unless otherwise provided in a specific clause of the Agreement.

11.3. Termination

11.3.1 Termination without cause

Each Party may terminate this Agreement, at any time, by giving at least six (6) months written notice. The Agreement shall terminate and cease to have effect at the end of the six (6) months notice period.

11.3.2 Termination with cause

Notwithstanding the above and in addition to any other provision of the Agreement dealing with termination:

Each Party may terminate this Agreement (without recourse to the courts) by simple written notification to the other Party by registered letter with acknowledgement of receipt, without



notice and with immediate effect, in case Mangopay is no longer authorised to provide payment services due to a decision by the competent authorities or a change in the regulations in force.

In addition, Mangopay is free to terminate this Agreement (without recourse to the courts) by simple written notification to the Partner, without notice, in the following cases:

- At any time and with immediate effect, if the Partner, Customer(s) and/or User(s) carries out activities prohibited by Mangopay or carries out activities or conducts business not accepted by Mangopay's banking or funds acquisition providers.
- At any time and with immediate effect, if the Partner uses the Services and/or if Payment Services are used for a purpose other than the one agreed between the Parties without having obtained Mangopay's prior written consent (e.g., activity operated by the Partner on the Website and/or the payment flow differ(s) from the one(s) registered by the Partner and agreed with Mangopay during the onboarding process or if it turns out that the Partner use Services and/or if Payment Services are used for a business other than the one operated on the Website), provided that Mangopay has sent the Partner in writing a formal notice to remedy the breach and if the Partner has failed to fulfil its obligations within seven (7) days from this formal notice.
- At any time and with immediate effect, in the event of non-compliance by the Partner with Mangopay's requirements related to compliance due diligences required by Mangopay and in particular if the Partner refuses, at Mangopay's request, to provide the update of the information and documents listed in Appendix 2 or of any other information that Mangopay deems necessary to perform the relevant due diligence, provided that Mangopay has sent the Partner in writing a formal notice to remedy the breach and if the Partner has failed to fulfil its obligations within seven (7) days from this formal notice;
- At any time and with immediate effect, in the event the Partner has failed to inform Mangopay of any substantial modification regarding the information and documents provided to Mangopay for the conduct of the compliance due diligence (e.g., information and documents listed in Appendix 2, UBO) and if such substantial modification puts Mangopay at risk or is contrary to Mangopay's internal policies;
- At any time and with immediate effect in the event the Partner does not comply with its obligations under articles 5 and 8 of the Agreement;
- At any time and with immediate effect, in the event of non-payment by the Partner of any invoice or any other payment obligation under the Agreement, provided that Mangopay has sent the Partner in writing a formal notice to remedy the breach and if the Partner has failed to fulfil its obligations within one (1) month from this formal notice.
- At any time and with immediate effect, if the Partner is insolvent or is under any insolvency proceedings.
- At any time and with immediate effect in the event the Partner is considered inactive during a period of one year. The Partner is deemed to be inactive if there is no PAY-IN (as defined in Appendix 5), no PAY-OUT (as defined in Appendix 5) and no transfer between Mangopay accounts for a period of one year.

Finally, in the event of non-performance by one of the Party of a material contractual obligations (other than the one mentioned above), the other Party shall send the breaching Party a formal notice by registered letter with acknowledgement of receipt. If the breaching Party fails to fulfil its obligations within fifteen (15) days from receipt of this formal notice, the other Party may, in its own right, terminate the Agreement without additional notice.



After the end of the notice period, the financial amounts due by any of the Parties to the other one remain due. The Partner acknowledges that the financial amounts above-mentioned include chargebacks as described in article 7 of the Agreement.

Mangopay reserves the right to require the payment of the chargebacks received after the notice period. The Partner acknowledges that chargebacks can occur 540 calendar days from the transaction processing date.

11.4. Consequences of termination

Before effective termination of the Agreement:

- The Partner shall make its best effort to actively communicate to the Customers to withdraw their Mangopay account before the effective date of termination of this Agreement.

On the day when the Agreement terminates:

- The Parties shall cease to use the intellectual property elements of the other Party.
- The API, links, interfaces and navigation system referred to in Article 3 shall be deactivated and/or removed.

12. Force majeure

An instance of force majeure is deemed to be any event recognised as such according to the Luxembourg law.

If one Party experiences an instance of force majeure, it is required to notify the other Party as soon as possible after becoming aware thereof. The Party suffering the effects of this instance of force majeure must do everything in its power to limit the effect that such an event may have on the fulfilment of its obligations under the Agreement.

In the event of an instance of force majeure, the Parties' respective obligations shall be suspended and neither Party shall be held liable thereto.

If an instance of force majeure continues to prevent one of the Parties from fulfilling a substantial part of its obligations under this Agreement for more than one month, the other Party shall be entitled to automatically terminate this Agreement by sending the first Party a written notification by registered letter with acknowledgement of receipt, giving thirty (30) calendar day's notice.

13. Safeguarding of the funds

The Customers' funds received by Mangopay are held separately in a ring-fenced account in compliance with the requirements concerning safeguarding of funds in accordance with the Luxembourg Law of 10 November 2009 governing the payment services, the activity of e-money institutions. The Partner undertakes to inform the Customers of such safeguarding of their funds.

The account is opened and maintained by the Bank in the name of Mangopay to safeguard the funds corresponding to the amount credited to each Mangopay account opened by Mangopay.

The funds thus segregated:



- are not part of Mangopay's own assets and, being solely for the benefit of the Customers, are protected from the claims of Mangopay's other creditors; and
- are not included as part of the assets of Mangopay in its capacity as a electronic money institution in the event of its liquidation, bankruptcy or any other situation affecting its creditors' rights.

14. Insurance

Each of the Parties undertakes to take out and maintain in accordance with its legal and regulatory obligations the necessary insurance policies that are sufficient to cover the consequences of its civil and professional liabilities arising from its performance of this Agreement.

15. Non-exclusivity and non-competition

The Partner declares that at the date of the Agreement, it has not concluded any exclusive partnership or non-competition agreement with any company offering products or services that compete directly or indirectly with the services offered by Mangopay.

16. Assignment of the Agreement

Neither Party may assign this Agreement without the prior written consent of the other Party.

17. Subcontracting and outsourcing

Mangopay is authorised to subcontract or outsource all or part of its activities and obligations under this Agreement, whilst strictly complying with the Luxembourg legal provisions applicable to it as an authorised Electronic money institution.

The Partner may subcontract all or part of its obligations under this Agreement only with Mangopay's prior written consent.

The Partner that requests such authorisation is required to provide Mangopay with all the information necessary for its decision.

In all instances of subcontracting or outsourcing, the Party having recourse to a subcontractor is responsible for the consequences of the subcontractor's acts, negligence or omissions, in accordance with the terms of the Agreement.

18. Independence of the Parties

The Parties are entering into this Agreement as legally and financially independent businesses. Consequently, the Agreement cannot in any circumstances be interpreted as creating a joint entity, a *de jure* or *de facto* association or an employer/employee relationship between the Parties.

19. Non-waiver

Unless otherwise stated, the failure of one or other of the Parties to pursue any breach by the other Party of any of its contractual obligations shall not be interpreted as being a waiver of the obligation in question.

20. Invalidity and severability of contractual terms

If one or more of the terms of the Agreement are held to be invalid or considered as such according to a law, regulation or competent court decision, they shall not affect the validity of the Agreement and the other terms shall remain in force.



21. Notifications

Unless otherwise specified any notice, notification or other communications between the Parties in connection with the Agreement shall be in writing and will be, in particular, validly given, if sent by mail or by email to the mail or the email address provided by the relevant Party for that purpose.

Each Party undertakes to inform the other Party in writing and without undue delay of any change in its contact information, including, but not limited to its business name, the address of its registered office, contact name and contact details. Unless a Party has notified the other Party of a change, each Party will continue to use the information initially provided without being held liable for doing so.

22. Miscellaneous

The Parties certify their adherence to all the regulations concerning distance selling and consumer protection.

The Partner is informed that installation of Mangopay Payment solution involves modification of the Website's payment pages and the display of graphic or contextual elements referring to Mangopay.

23. Protection of personal data

The role and obligations of each Party in relation to the processing of personal data under this Agreement are described in Appendix 7. MANGOPAY reserves the right to update this Appendix 7 from time to time for important reasons (such as to reflect legislative changes, developments in jurisprudence or changes in the way MANGOPAY operates or provides the Services and/or Payment Services). Any changes in Appendix 7 shall be proposed by MANGOPAY by any means one (1) month before its proposed date of application. If the Partner does not object to the changes by written notification to MANGOPAY before the proposed date of their entry into force, the Partner is deemed to have accepted those changes and undertakes to comply with the revised Appendix 7. In the event the Partner raises an objection to the changes within the one (1) month period, the Parties agree to engage into good faith negotiations.

24. Applicable law and settlement of disputes

This Agreement is subject to Luxembourgish law.

Any dispute concerning the conclusion, the validity, the interpretation or the performance of this Agreement shall be referred exclusively to the courts located in Luxemburg City (Luxembourg), notwithstanding the multiplicity of defendants or the introduction of third parties, even for emergency or protective measures requested under a summary application or appeal.



Made in Helsinki

On

For Mangopay

For the Partner



Appendix 1: Service level agreement

I. Definitions and General rules :

Incident: Any situation generating a malfunction or a reduction in the quality of Mangopay API.

Major Incident: An Incident that creates material loss of functionality where key use cases that are critical to the activity of the Website are dysfunctional (loss of ability to make payments on the Website) **and** the size of the impact can be quantified at more than 20% of total transactions processed by Mangopay.

Unavailability or Unavailable: period during which Mangopay API is inaccessible owing to a Major Incident and that leads to compensation, as specified in Section II of this Appendix “Service Level and Compensation in case of Unavailability”.

P = Mangopay Availability Percentage

NHDM = Estimated number of hour per month

NHIM = Number of hours when the Mangopay API is unavailable over a month

Monthly fees: Calculate from your pricing base

CT = Maximum Compensation

ECF = Eligible Compensation Factor

AT = Actual Compensation

Unless otherwise specified, the time definitions are 7 days a week and 24 hours a day.

Incidents are classified at the time they are discovered during the triage stage of the Incident management.

For the avoidance of doubt, the payment authorisation rates will not contribute to any Unavailability metric but shall be seen as a characteristic of the payment processing domain itself, and therefore it should be excluded from the calculation of the overall Unavailability.

II. Service Level and Compensation in case of Unavailability:

MANGOPAY agrees to use its best efforts to make the Mangopay API available with an availability level of 99%, this commitment applies only for Major Incidents (as defined in Section I “Definitions and General Rules”).

This commitment does not apply to any Unavailability of the following nature:

(iv) **Caused by factors beyond Mangopay’s control: it being understood that the failure of Mangopay’s Data Center does not constitute a factor beyond Mangopay’s control,**

(ii) Which results from any action or inaction by the Partner or a service provider of the Partner,



(iii) Which results from hardware, software or other technology, owned by a third party (other than facilities under the direct responsibility of the Partner) or by the Partner,

(iv) which results from a planned maintenance window, extension or rectification, that has been communicated to the Partner in advance.

Calculation base for Compensation:

$$P = (NHDM - NHIM) \times 100 / NHDM$$

- **NHDM** =
 - In a full month there are 720 hours (30d x 24h = 720h)
 - However, as we apply a discount of 50% for the hours included between midnight and 8am of the morning, the monthly hours are assumed as 600 hours (30 x 16 + 30 x 8 x 50% = 600h)
- **NHIM** = the number of hours of system unavailability
- **CT** = Monthly Fees * (1 - P)
- **AT** = CT * ECF

Example :

Let's take the example of a 30 hours service unavailability and a monthly bill of 27500€/month (220M€ / 12month x 0,15 (price on the transfer)):

- **NHDM** = (30 x 16) + (30 x 8 x 50%) = **600 hours**
- **NHIM** = **30h**
- **P** = (600 - 30) * 100 / 600 = **95%**
- **CT** = 27500 * (1 - 0.95) = **1375€**
- **AT** = We must then refer to the grid below to look up the Eligibility Compensation Factor (ECF). In our example the availability (P) is 95%, which falls under 97%, hence we shall assume the eligible compensation factor (ECF) of **100%**
- Hence, the total actual compensation is : 1375€

Availability (P) to Eligible compensation Factor (ECF) mapping:

Availability ranges	Eligible Compensation Factor (ECF)
99% - 98.5%	30%
<98.5% - 97.5%	50%
<97.5% - 97%	70%
< 97%	100%

This SLA (and in particular the compensation sets out in section II "Service Level and Compensation in case of Unavailability") states Mangopay's sole and entire liability and the Partner's sole and exclusive remedy for any failure by Mangopay to meet the requirements set out in this SLA and in particular for any unavailability of Mangopay API whatever the type of incidents (including incidents other than Major Incident(s)).



Appendix 2: List of Partner's identification documents

The Partner shall provide the following information and documents:

1. Certified articles of association up to date, complete and signed
2. Extract from the Company Register issued within the last three months
3. Copy of the Identity cards of the Director / Legal representative empowered to act on behalf of the Partner
4. Power of the director if not mentioned in the extract from the Company Register
5. Information regarding your company (as required during the onboarding process):
<https://www.mangopay.com/start/register-your-company/>
6. Official Bank statement (compulsory to be European Economic Area based)
7. The Intra-Community VAT identification number
8. Declaration of the company's beneficial owners (according to the template provided hereafter)
9. If relevant, an organization chart representing the group organizational structure, duly signed by the legal representative.
10. a copy of proof of identity for all ultimate beneficial owners, owning directly or indirectly (through a holding) 25% or more of the company's capital.

Mangopay shall also require additional documents, depending on the business operated by the Partner:

- Certificate that the Director has no criminal convictions
- Supporting documents related to the business model description such as pitch deck
- If the activity is regulated, a proof that the Partner is duly authorised by the relevant authority

Any additional document justifying that the Partner is duly authorised to perform its activities



Beneficial ownership statement

Declaration of the company's beneficial owners

In accordance with European anti-money laundering and counter terrorist financing regulation, Electronic Money Institutions are required to satisfy certain identity verification requirements. One of these requirements is to formally verify the identity of their client's beneficial owners.

Any natural person who owns or controls part or all the share capital of the company, or any legal person for whom a transaction is carried out or an activity conducted will be considered a "beneficial owner".

The following will be considered a "beneficial owner" of a company:

- **Direct** owner of at least 25% of the company's capital: ownership of at least 25 per cent (25%) by any natural person will be treated as direct ownership.
- **Indirect** owner of at least 25% of the company's capital: ownership of at least 25 per cent (25%) by a holding company owned by one or several natural persons will be treated as indirect ownership.
- **Other means of ownership**; such as a company listed on a regulated market that is subject to disclosure requirements consistent with EU legislation or subject to equivalent international standards which guarantee suitable transparency of information relating to ownership.
- In the absence of a direct or indirect holding of the company and after having exhausted all possible means of investigation without finding any grounds for suspicion, the **main director** will be considered the **beneficial owner**.

Declaring the beneficial owners is complementary to the company's articles of association, which do not necessarily disclose the shareholding, or simply mention the holding companies. The declaration is, therefore, useful to obtain up-to-date information.



1. Reporting company information *(Please contact Mangopay if the Partner has more than 4 ultimate beneficial owners)*

HERO24 (10261968), whose head office is situated in Tallberginkatu 2 00180 Helsinki Helsinki FI, confirms that the following individual(s) is/are the **beneficial owners of the company**:

Full name	Address	Date and place of birth	Nationality	Shareholding type (and %)*
Sampo Haarlaa	Pellervonkatu 7 a 4 a4 08100 Lohja Uusimaa FI	1979-09-01 Espoo FI	FI	33%
Tuukka Haarlaa	Pellervonkatu 7 a 4 a4 08100 Lohja Uusimaa FI	1976-04-19 Espoo FI	FI	33%
Hanna Oikarinen	Pellervonkatu 7 a 4 a4 08100 Lohja Uusimaa FI	1997-02-10 Espoo FI	FI	33%

***Shareholding type:**

- 1) Direct holding of at least 25% – please specify the percentage
- 2) Indirect holding of at least 25% (via a holding company) – please specify the percentage
- 3) Other holding type (please specify)
- 4) Legal representative: Main company director (in the case where there is no beneficiary with at least 25% of the company shares and of any other mean of ownership)



2. Further information

Box 1 There are no other beneficial owners than the ones mentioned in the table(s) above.

Full name and signature of the legal representative:

Pirkka Haarlaa

Date and place of signature:

Helsinki



Appendix 3: Website identification and commercialisation of the Terms and Conditions

Internet website or / and mobile application operated by the Partner

At the Start Date, the Partner states that it operates the following Website(s):

Step 1 Internet website(s). The **exhaustive** list of URLs operated by the Partner are the following:

https://hero24.com/in-english/

Step 1 Mobile application(s). Designation of the application(s) (name, store where the application can be downloaded):

The Partner shall inform Mangopay in writing of any changes regarding the Website(s) (website(s) or mobile application(s)) operated, and Mangopay remains free to refuse to provide its services on new website(s) and/or new mobile application(s), what the Partner acknowledges and agrees.

Versions of the Terms and Conditions

At the Start Date, the Partner must provide to the potential Customers the last version in force of Terms and Conditions available at the following URL: <https://Mangopay.com/terms-and-conditions/eu/payment-services>, in the appropriate language version.

The Partner acknowledges that Mangopay can update the Terms and Conditions at any time and that only the last version in force of the Terms and Conditions that is available on Mangopay’s website shall be provided to the potential Customers.



Appendix 4: Card Fraud setup: SCA and 3D Secure Payment Security Protocol - Exemptions through frictionless authentication

As described in Article 7, Mangopay offers an anti-fraud module including the 3D Secure payment security protocol for card-based payments, with a view to preventing the occurrence of disputes linked to unauthorised use of a card. 3D Secure is the generic name given to the cardholder authentication scheme developed by the card schemes. Visa branded their implementation "Verified by Visa" (or VbyV) and MasterCard branded theirs "SecureCode".

We recommend **to read carefully this Appendix and to ensure that the settings set forth in section A below and 3D Secure exemptions consequences are understood and suitable to the Partner's fraud exposure.**

Important: 3D Secure DOES NOT reduce the risk of disputes arising in relation to card transactions other than fraud-related disputes. For the avoidance of doubt, fraud-related disputes refer to disputes for card transactions which the cardholder did not authorise. Therefore other disputes/chargebacks (including, but not limited to, disputes for commercial reasons) may still occur irrespective of the use of 3D Secure protocol.

A. Partner security parameters regarding card transactions fraud risks

The three following anti-fraud settings are set by default at the time of signature and applied to all card transactions of the Partner, unless otherwise requested:

Parameter	Value
Maximum Frictionless Amount (MFA) setting under 3DS2 <i>See section C for further explanation on exemptions.</i>	TheCustom MFA requested by the Partner is: <u>50 €^{1*}</u> <i>Subject to Mangopay Anti-Fraud Department approval. In the absence of a custom value, the default value is 50€*</i>
Maximum Card Payment Amount (MCPA)	TheCustom MCPA requested by the Partner is: <u>2 500 €^{1*}</u> <i>Subject to Mangopay Anti-Fraud Department approval. . In the absence of a custom value, the default value is 2500€*</i>
Acceptance of non-SCA Eligible Cards²	<div>Box1</div> Acceptance of non-SCA Eligible Cards requested by the Partner (custom value: YES) <i>If the Partner does not check this box, non-SCA Eligible Cards won't be accepted.</i>

* Or the equivalent amount in other currencies.

¹ Following the occurrence of disputes and/or fraudulent card transactions recorded, **Mangopay reserves the right to change the requested custom amount, following a prior seven (7) calendar days notice sent to the Partner by email or any equivalent medium.**



² Those cards are not 3DS2-compatible; they do not permit SCA of the cardholder and therefore do not offer liability shift. See section B below.

B. Strong Customer Authentication: principle and application

In accordance with the requirements laid down under PSD2 on Strong Customer Authentication (“**SCA**”), any payments initiated by a payer must be duly authenticated by payment service providers (PSP) using two factors.

Important: 3D Secure and SCA associated liability shift to payer’s PSP in case of unauthorised card payment **only applies to cards issued by a EEA/EU PSP and/or any third-country PSP issuing 3DS2 compatible cards** (those cards are referred to “**SCA Eligible Cards**”).

With respect to online card payments, 3D Secure (including its new protocol version “**3DS2**”) designates card-industry SCA technical solution aiming at reducing risks of unauthorised card payments through two-factor authentication of the cardholder. When SCA is performed during a card payment transaction through 3DS2, card-issuing PSP will authenticate the cardholder with a second factor.

If SCA is successfully performed at the time of a card payment, the card-issuing PSP endorses the responsibility for fraudulent transaction dispute, should the cardholder dispute the transaction in spite of the SCA. This is referred to as the liability shift. Accordingly, the payee (and its PSP) does not bear the financial consequences of an unauthorised transaction (i) if the cardholder has passed SCA or (ii) if such SCA was requested by the payee. This liability is borne by the payer’s PSP (i.e. the card-issuing PSP).

From 31 December 2020, as per European Banking Authority opinion, SCA must be applied on all EU/EEA card payment transactions, which is done by using 3DS2 on SCA Eligible Cards transaction of major card schemes that are members of EMVCo.

C. Available exemptions to SCA

Notwithstanding the above, Regulation (EU) 2018/389, completing Directive 2015/2366/EU (“**PSD2**”), provides for exemptions to SCA on certain payment transactions meeting conditions that can be used on card payments with 3DS2.

In comparison with 3DS1, 3DS2 introduces a **seamless negotiation between PSPs when acquiring card transactions, allowing to request SCA exemption (referred to as frictionless authentication) on transactions up to a certain amount** (this amount is defined as the “**Maximum Frictionless Amount**” or “**MFA**”). This frictionless authentication relies **on a transaction risk analysis made between the payer’s PSP and Mangopay**. Where a card transaction below the MFA presents low-risks factors, 3DS2 allows the card-issuing PSP to perform a card payment authorisation without use of a second authentication factor within the exemptions allowed under PSD2. 3DS2 helps to improve the payer experience while complying with the PSD2.

D. Mangopay 3DS2 exemption requests for transactions under the Maximum Frictionless Amount (MFA)

For card transactions equal or below the MFA, Mangopay allows the Partner to choose the appropriate **SCA exemption request** that can be used under 3DS2, based on frictionless authentication, depending on its sensibility and/or exposure to fraud in relation to unauthorised card transactions.



Disclaimer: even though SCA exemption can be requested by the Partner for specific card transactions which amount are below the MFA, card-issuing PSPs remain entitled to conduct SCA of the cardholder. Therefore, no guarantee can be given by Mangopay that an SCA exemption request will be accepted when processing card payment.

Exemption requests negotiation can be configured according to the following three different parameters in the Mangopay API when acquiring a card payment transaction through the SecureMode parameter (for further information, please refer to [Mangopay API Documentation](#)):

SecureMode value	SCA Exemption status under 3DS2	Liability shift with respect to unauthorised card use
DEFAULT	<p>The Partner requests to avoid as much as possible SCA, where exemptions can be applied.</p> <p><i>This value allows the Partner to request SCA exemption for a frictionless authentication, up to the MFA.</i></p> <p><i>If exemption to SCA is accepted by the card-issuing PSP, no SCA is performed. The card-issuing PSP may decline the exemption request and perform a SCA.</i></p>	<p>Liability remains on the Partner where an exemption under frictionless authentication is requested and accepted.</p> <p>Depending on the risks of the Partner's activity, this potentially means a higher number of fraud-related chargebacks (unauthorised).</p>
NO_CHOICE	<p>The Partner lets the card-issuing PSP choose whether to apply any exemption.</p> <p><i>With this parameter, the Partner does not ask for exemption and lets the card-issuing PSP analyse fraud risk and decide whether the cardholder should be strongly authenticated.</i></p>	<p>Liability is transferred to the card-issuing PSP in case of fraudulent (unauthorised) card transaction.</p>
FORCE	<p>The Partner requests the card-issuing PSP to perform SCA.</p> <p><i>This parameter allows the Partner to request SCA of the cardholder. Recommended option in case of suspicion of fraudulent transaction.</i></p> <p><i>If the card-issuing PSP does not perform SCA despite the request to perform SCA by the Partner, the latter bears liability in case of unauthorised card payment.</i></p>	<p>Liability is transferred to the card-issuing PSP for fraudulent (unauthorised) card transaction.</p> <p>This parameter reduces the risk of chargeback in case of fraudulent (unauthorised) card transaction since SCA is requested by the Partner.</p>

Important: if a card transaction is made with a **non-Eligible SCA Card** (e.g. non-EEA card, anonymous card or certain commercial cards), liability will remain in all cases on the Partner since SCA cannot be performed. The Partner may decide to accept or decline this type of card (see section A above - item 3).



Where the Partner does not populate the SecureMode parameter value when creating a PayIn via the API, Mangopay will automatically use DEFAULT value as generic parameter.

As described in Article 7, the Partner **undertakes to bear any loss resulting from chargebacks and/or disputes that are either fraud-related (if no SCA has been performed or where SCA could not be performed) or other than fraud-related. All chargebacks will be charged by Mangopay to the Partner the month the dispute occurred. In cases of suspected or established fraud, and if the funds are still available, Mangopay may ask the Partner to process refunds in order to avoid a chargeback procedure on a fraudulent transaction.**

For card transactions above than the MFA, Mangopay will automatically request SCA, irrespective of the SecureMode parameter value specified by the Partner in the API.



E. Partner undertaking

The Partner commits to take responsibility for any chargeback occurred with the abovementioned card security rules defined above and undertakes to implement first level permanent customer due diligence process by:

- Supervising the behavior of its users, using the support of his commercial and technical team ;
- Detecting unusual behavior or transactions ; and
- Notifying any unusual behavior to **fraud@mangopay.com**.

It is hereby reminded that security rules defined in section A above can be amended from time to time, following a prior written notice by e-mail or any other durable medium (cf. note 1).

Furthermore, the Partner acknowledges that this Appendix can likewise be amended by Mangopay following any significant changes to any relevant applicable regulation regarding SCA and/or card-industry practices, following a prior written notice by e-mail or any other durable medium;

Signature of the Partner:

Date of signature:



Appendix 5: Financial conditions

Definition

The words used within this Appendix shall have the meaning provided hereafter:

Basic orchestration	Means integrating and managing the acquisition of payments process by Mangopay, including managing payment authorisation, routing transactions, and handling settlements.
Customer	Means any legal or natural person using the Payment Services provided by Mangopay in the context of this Agreement.
SDD Failure	Means any payment attempted by a Payer that does not result in a successful Transaction.
PAY-IN	Means funds that are collected by Mangopay in the context of the Agreement.
PAY-OUT	Means the transfer of funds executed by Mangopay to an external Bank Account in the context of this Agreement.
PAY-OUT Domestic	Means the following PAY-OUTS: <ul style="list-style-type: none"> - EUR: PAY-OUT SEPA with an account type IBAN - GBP: PAY-OUT in the UK with an account type GB - USD: PAY-OUT in the US with an account type US - CAD: PAY-OUT in Canada with an account type CA - Nordics: PAY-OUT in the Nordics with an account type IBAN - PLN: PAY-OUT in Poland with an account type IBAN
PAY-OUT Non-Domestic	Means any PAY-OUT other than PAY-OUT Domestic (as defined above).
Refunds	Means the reimbursement of a Transaction upon Customer's request.
Standard Customer support	Means the customer support service provided by Mangopay to the Partner, reachable by different channels such as email, phone or Mangopay's website, for any question related to Mangopay's services and Payment services.
Standard Reporting	Means the self-service reports available in the Partner's dashboard.
Transaction	Means PAY-IN and/or PAY-OUT and/or transfer between Mangopay accounts and/or conversion between Mangopay accounts, as the case may be.
Transaction volume	Means the total volume (in value) of Transactions processed through Mangopay.
Payers	Means legal or natural person who remit funds through Mangopay in the context of this Agreement.

1. Mangopay's Fees

Mangopay's fees are determined in accordance with the following.

All Mangopay Fees mentioned below are exclusive of VAT which Mangopay will add to its invoice at the appropriate rate, where applicable.



1.1. Transaction fees

The following financial conditions are based on a tiered pricing model.

Pricing per tiers applies to all Transactions processed within the related tier per payment method and currency. The Partner is invoiced in the currency of the Transaction (one invoice per currency).

Your products and pricing in EUR

Means Of Payment

PAY-IN	Cards CB, Visa, Mastercard
Fee on Transaction volume	1,40%
Fixed fee per Transaction	0,25 €
Fixed fee per Refund Transaction	0,25 €

PAY-IN	Payin Bankwire
Fee on Transaction volume	0,50%
Fixed fee per Transaction	N/A
Fixed fee per Refund Transaction	N/A

PAY-IN	Payin - Bankwire Ibanised FR
Fee on Transaction volume	0,50%
Fixed fee per Transaction	N/A
Fixed fee per Refund Transaction	N/A

PAY-IN	ApplePay
Fee on Transaction volume	1,40%
Fixed fee per Transaction	0,25 €
Fixed fee per Refund Transaction	N/A



PAY-IN	GooglePay
Fee on Transaction volume	1,40%
Fixed fee per Transaction	0,25 €
Fixed fee per Refund Transaction	N/A

PAY-OUT	Fixed fee per Transaction
Payout Domestic	0,20 €
Payout Non Domestic	8,00 €

Payout Instant payment

0,40 €

The Instant Payment Service (IP Service) is available only in EUR and within the SEPA Zone. The IP Service is a feature available for the execution of SEPA instant Credit Trans-fers (SCT-inst) and allows the execution of such SCT-inst within tens of seconds.

Mangopay does not commit to a timeframe for the execution of instant credit transfers under the IP Service. In case of failure of the IP Service, the Partner acknowledges that (i) Mangopay cannot be held responsible; (ii) the credit transfer will be executed as a standard pay-out transaction and will be invoiced accordingly (please refer to the table "PAY-OUT" above for the corresponding pricing).

MANGOPAY FEE

Mangopay fee	Cost
Platform Fee	49,00 € / month

PLATFORM FEE

The Platform fee is a monthly fee charged by Mangopay to the Partner. This fee is Mangopay's remuneration for making the following services available (to the Partner or its Customers, as the case may be) on the Partner's Website:

- Unlimited wallets (as defined in the technical documentation of Mangopay);
- Unlimited transfers (as defined in the technical documentation of Mangopay);
- Unlimited virtual IBAN;
- Standard Customer support;
- Standard Reporting;
- Basic orchestration.



ADMINISTRATION FEES

The availability of Mangopay's payment solution to Customers on the Website generates costs for Mangopay that the Partner accepts to bear. Those costs lead to the invoice of administrative fees that are calculated per Customer whose identity is verified and validated by Mangopay, which amount to:

	Administration Fees
Administrative Fees for natural Customers validated - EEA, UK & US	1,00 €
Administrative Fees for natural Customers validated - Rest of the world	5,00 €
Administrative fees for legal Customers validated - EEA, UK & US	5,00 €
Administrative fees for legal Customers validated - China	20,00 €
Administrative fees for legal Customers validated - Rest of the world	15,00 €

Legal Customers are businesses, sole traders and organizations.

CHARGEBACK FEE

The Partner will pay to Mangopay a chargeback fee for every chargeback due by the Partner to Mangopay (chargebacks "Closed" and "Lost" in the "Dispute" section of the Partner's dashboard). This chargeback fee partly covers the costs incurred by Mangopay for the dispute handling and the possible costs applied by Mangopay providers in relation to such chargebacks. In case of a charge-back that has been rightfully contested and which has not led to any return of funds to a Payers (charge-back "won" in the "Dispute" section of the Partner's dashboard), the chargeback fee will not be charged to the Partner.

For the avoidance of doubt, it is specified that the chargeback fee is due to Mangopay in addition to the payment of the chargeback itself as stated in article "Liability" of the Agreement and according to which the Partner remains responsible towards Mangopay of all the consequences of a chargeback irrespective of the means of payment, the reason and the origin of the chargeback.

The amount of the Chargeback fee for each chargeback is provided in the table below:

	Chargeback Fee
Chargeback	15,00 €

Reserve if chargebacks are higher than a chargeback rate

Mangopay reserves the right to ask the Partner to transfer, on an account opened by Mangopay in the Mangopay environment on behalf of the Partner (the "Reserve Wallet"), a certain amount if the chargebacks' rate exceeds 0,25% of the total amount of Transactions' volume (which is calculated in value) processed for at least one calendar month. This rate is assessed monthly for each Means of payment.



The amount that the Partner can be required to transfer on the Reserve Wallet will correspond to the higher of the following:

- 1% of the Partner's monthly total Transaction volume (regardless of the Means of payment).
- 1000 euros (or equivalent in the relevant currency).

The funds registered in the Reserve Wallet, held on the Partner's behalf, are blocked by Mangopay. These funds aim to cover financial risks Mangopay identifies, such as non-payment of chargebacks by the Partner. The funds held in the Reserve Wallet will be blocked by Mangopay (i) until the termination of the Agreement, if the Partner does not use direct debit as means of payment and (ii) if the Partner uses direct debit as means of payment, until a period of eight (8) weeks after the termination of the Agreement. In case of non-payment of any invoice and/or chargebacks within the payment terms agreed by the Parties, the Partner acknowledges and agrees that Mangopay will have the right to set-off the funds held by Mangopay on behalf of the Partner in the Reserve Wallet against any sums due by the Partner to Mangopay.



II - Payments terms

General principles

The fees detailed above are invoiced monthly to the Partner. The monthly invoice is sent by Mangopay to the partner in the first half of the following month.

The invoices are payable in the currency in which they are issued. In case of exchange rate, the Parties agree that the applicable exchange rate is the one that appears on the invoice and the Partner undertakes to comply with this exchange rate.

Mangopay's failure to charge one or more of the fees listed in Section 1 "Mangopay's fees" above does not constitute a waiver for Mangopay of its right to charge such fees in the future.

Payment terms

The Parties agree that:

- Unless otherwise specified, invoices will be paid by the Partner within 30 days following the date of the invoice.
- Chargebacks (as defined in Article "Liability") will be paid by the Partner within 30 days from the moment the chargeback is "Closed" and "Lost" in the Partner's dashboard.

In addition to any other relevant provisions provided in the Agreement, in case of non-payment of invoices and/or chargebacks within the above mentioned deadlines, the Parties agree that:

- Mangopay has the right to set-off any funds held by Mangopay on behalf of the Partner against any sums due by the Partner to Mangopay, and
- Mangopay reserves the right to deactivate some of the API's features (e.g., activation of the 3DS to all payments if applicable, deactivation of the access to the Mangopay dashboard, suspension of all activated Means of payment and currencies, etc.) if the invoices and/or chargebacks remain unpaid after one reminder sent by email.

Method for the payments of invoices and chargebacks

Payment of invoices (for the payment of Mangopay's Fees)

For the payment of invoice, the Parties agree that Mangopay first deducts the amount due by the Partner under the invoice from the amount of the Partner's commissions collected by the Partner through Mangopay and held by Mangopay on behalf of the Partner on a dedicated account (the Collected Partner's fees).

When the amount of the Collected Partner's fees is equal or greater than the amount invoiced, the Partner has nothing to pay to Mangopay.

When the amount of the Collected Partner's fees is lower than the amount invoiced, the Partner has to pay the balance (the "Total to be Paid") to Mangopay according to the following.

For the Total to be Paid (remaining amount due by the Partner to Mangopay under the invoice), the Parties agree that this payment will be made only via direct debit. The Partner hereby agrees to use only the direct debit to pay its invoices, to the exclusion of any other method of payment. The activation of the direct debit



is made through an email or directly via the Partner's dashboard. The Partner agrees to undertake any action necessary for the validation of the direct debit mandate with its payment services provider, where relevant and applicable. The Partner agrees not to cancel the direct debit mandate without prior notification to Mangopay and to ensure a valid direct debit mandate in favour of Mangopay is in place at all times during the term of the Agreement.

The payment of invoices by direct debit is an essential condition for Mangopay and any failure of the Partner to pay its invoices via direct debit would constitute a serious failure allowing Mangopay to terminate the Agreement, pursuant to article "Termination" of the Agreement.

Payment of chargebacks

Chargebacks must be paid to Mangopay by bank wire.

Notwithstanding the above, the Partner acknowledges and agrees that Mangopay reserves the right to require the Partner, at any time, to pay the chargebacks by Direct Debit under the same conditions as those described above in article 2.3.1 for the payment of invoices. In such a case, the Partner agrees that conditions described above in article 2.3.1 will automatically apply to the payment of chargebacks (instead of the first paragraph of this article).



Appendix 6: Best practices for fighting fraud
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Mangopay recommends the Partner to implement mechanisms in order to prevent fraudulent activities and chargebacks.

The Partner shall monitor the behaviour of the Website's users in order to make decisions regarding payments and payouts.

Hence, the Partner may:

- create triggers to alert the Partner's team when a user has made multiple payments within a day, allowing the Partner to review user activity and make real time decisions on suspicious behaviour;
- flag a user who wants to register a new bank account;
- flag Mangopay accounts that have multiple transactions with refusal codes such as lost, stolen, fraud suspected by the bank or 3DS failed;
- flag payments that are above merchant's average basket size spread (% of average basket above or below);
- flag payments made by the same users multiple times during a day, a week or a month;
- flag users who spend more than the average basket size.
- flag users who request funds withdrawal shortly after receiving payments on their account



Appendix 7 – Protection of Personal Data

This Appendix shall reflect the Parties' respective Personal Data Processing obligations, in accordance with the requirements of Applicable Data Protection Laws and Regulations. All capitalized terms not defined herein shall have the meaning set forth in the Agreement or under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, which entered into force on 25 May 2018 ("GDPR").

DATA PROCESSING TERMS

1. Definitions

The words used within this Appendix shall have the meaning provided hereafter:

"Applicable Data Protection Laws and Regulations" means all laws and regulations applicable to the Processing of Personal Data under the Agreement, including laws and regulations of the European Union, the European Economic Area and their Member States, in particular Regulation (EU) 2016/679 ("GDPR"), and.

"Data Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Data Processor" means the entity that Processes Personal Data on behalf of the Data Controller.

"Data Subject Request" means a request from a Data Subject to obtain access to, request rectification, restrict the processing, object to processing, transfer (portability) or deletion of that person's Personal Data.

"Data Subject" means the individual to whom Personal Data relates. In the context of the Agreement, Data Subjects shall mean Users and Customers of the Partner's Website services.

"Instructions" means section 2.2. and any further written agreement or documentation under which MANGOPAY instructs the Partner to perform Processing on behalf of MANGOPAY.

"Processing" or "Process" means any operation or set of operations which is performed by MANGOPAY or Partner upon Personal Data for purposes related to performance of the Agreement, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Personal Data" means any information relating to an identified or identifiable natural person ("Data Subject") that is Processed as part of MANGOPAY's Platform, Payment Services, Services, Means of Payment and Partner's Website services.

"Personal Data Breach" means a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to the Personal Data

"Sub-processor" means a third-party Data Processor engaged by the Data Processor to Process Personal Data

2. Scope and role of the Parties

2.1. MANGOPAY and Partner as independent Data Controllers of Users' and Customers' Personal Data



The Parties acknowledge and agree that they shall be acting as separate Data Controllers for the Processing activities described under the present section 2.1.

MANGOPAY shall be acting as a separate Data Controller within the context of the Payment Services provided to the Data Subjects as an electronic money institution and through the use of Means of Payment offered through the Partner's Website. MANGOPAY shall process Personal Data, in particular, for the following purposes:

- (a) opening and managing the MANGOPAY account;
- (b) receiving and executing payment transactions;
- (c) ensuring Anti-Money Laundering and Counter Financing of Terrorism ("AML/CFT") compliance, including Know-Your-Customer/Business ("KYC/B") obligations;
- (d) responding to Data Subjects' requests relating to their Personal Data processed in the context of providing Payment Services and enabling the use of Means of Payment offered through the Partner's Website by MANGOPAY;
- (e) managing customer complaints relating to Payment Services and enabling the use of Means of Payment offered through the Partner's Website by MANGOPAY.

The Partner shall be acting as a separate Data Controller within the context of the Website services provided to the Data Subjects. The Partner shall process Personal Data, in particular, for the following purposes:

- (a) opening and managing the user accounts on the Website for purposes of providing Website services to Data Subjects;
- (b) managing client relationship with Website Users and Customers;
- (c) responding to Data Subjects' requests relating to their Personal Data processed for the purpose of providing Website services by the Partner;
- (d) managing customer complaints relating to Website services provided by the Partner.

The Parties confirm that for the purpose of enabling provision of Website services by the Partner, executing payments by MANGOPAY or fraud prevention and management, it may be necessary for the Parties to share certain Personal Data with each other in their capacity as separate Data Controllers. Such transfers of Personal Data will, depending on circumstances, be carried out based on:

- (i) the contract concluded between MANGOPAY and the Data Subject; and/or
- (ii) the contract concluded between the Partner and the Data subject; and/or
- (iii) legitimate interest of MANGOPAY, and/or the Partner and/or the Data Subject in ensuring execution of payments requested by the Data Subject.

Each Party, acting as a separate Data Controller, undertakes to comply with its obligations under Applicable Data Protection Laws and Regulations.

Each Party guarantees that the Personal Data is:

- Processed lawfully, fairly, and in a transparent manner in relation to the Data Subjects;
- Collected for specified, explicit and legitimate purposes;
- Adequate, relevant, up-to-date and strictly limited to what is necessary to achieve the defined purposes;
- Kept in a form which enables identification of the Data Subjects for no longer than is necessary for the purposes for which the Personal Data are being Processed;



- Processed in a manner that ensures appropriate security of the Personal Data, including protection against unauthorized or unlawful Processing and against accidental loss, destruction, or damage using appropriate technical and organizational measures.

2.2. Partner acting as a Data Processor on behalf of MANGOPAY

Insofar as the Partner is required to collect and transmit Customer's Personal Data which is exclusive to Mangopay's purpose of ensuring Anti-Money Laundering and Financing of Terrorism ("AML/CFT") compliance, including Know-Your-Customer/Business ("KYC/B") obligations and is not related to any of the Partner's own Processing activities, the Partner acts as a Data Processor on behalf of MANGOPAY for the collection and transmission of Customer's Personal Data.

2.2.1. Partner's obligations when acting as Data Processor

MANGOPAY entrusts the Partner with Processing of the following categories of Personal Data: Customers' identification data and AML/CFT related information. The Processing shall encompass transfer of such Personal Data to MANGOPAY and the Personal Data shall be deleted by the Partner once transferred.

The scope of Personal Data Processing shall include the following operations performed on the Personal Data: collecting, transferring, deleting the Personal Data.

To the extent that the Partner acts as a Data Processor on MANGOPAY's behalf, Partner will:

- a. only Process the Personal Data on the Instructions. Subsequent instructions may also be given by MANGOPAY throughout the duration of the Processing activity. Any subsequent instructions shall always be documented;
- b. immediately inform MANGOPAY if, in its opinion, the Instructions or further instructions infringe Applicable Data Protection Laws;
- c. only Process the Personal Data for the specific purpose of the Processing, as set out in the Agreement;
- d. ensure that access to the Personal Data is restricted to duly authorized members of its personnel on a need-to-know basis and who have committed themselves to confidentiality in writing or are under an appropriate statutory obligation of confidentiality;
- e. implement the technical and organisational measures to ensure the security of the Personal Data. In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing and the risks involved for the Data Subjects;
- f. make available to MANGOPAY all information necessary to demonstrate compliance with the obligations that are set out in the present section 2.2.1. and stem directly from Applicable Data Protection Laws and Regulations. At MANGOPAY's request, the Partner shall also permit and contribute to audits of the Processing activities covered by section 2.2., at reasonable intervals or if there are indications of non-compliance. In deciding on a review or an audit, MANGOPAY may take into account relevant certifications held by the Partner.
- g. notify MANGOPAY of any Personal Data Breach as soon as it becomes aware of it and at the latest within a maximum period of forty-eight (48) hours. Personal Data Breaches shall be notified at the following email address: legalteam@mangopay.com. The notification shall be accompanied by any relevant documentation to enable MANGOPAY, if necessary, to notify this Personal Data Breach



to the competent supervisory authority. The Partner undertakes to assist MANGOPAY by any means if the latter considers that the Personal Data Breach must be communicated to the Data Subjects.

- h. provide MANGOPAY with reasonable assistance in conducting data protection impact assessments and prior consultations with a supervisory authority, taking into account the nature of the Processing and the information available to the Partner;
- i. notify MANGOPAY of any Data Subject Request it has received from a Data Subject within a maximum of forty-eight (48) hours from receipt. The Partner shall not respond to the Data Subject Request itself, unless it is authorised to do so by MANGOPAY. Such notifications shall be sent to the following email address: dpo.mangopay@mangopay.com and shall include any information in the Partner's possession that is considered as necessary for MANGOPAY to reply to the Data Subject Request.
- j. effectively delete or anonymise, in an irreversible way, the Personal Data, and any copies thereof, processed under section 2.2. as soon as it is transferred to MANGOPAY. Upon request of MANGOPAY, the Partner undertakes to provide supporting evidence of the effective deletion or anonymisation of the Personal Data.

2.2.2. Sub-processors

The Partner shall be entitled to authorize a third-party Sub-processor to process the Personal Data only upon written authorization of MANGOPAY. The Partner shall specifically inform in writing MANGOPAY of any intended changes of Sub-processor(s) through the addition or replacement of Sub-processors at least thirty (30) days in advance, thereby giving MANGOPAY sufficient time to assess the Sub-processor and provide consent for its appointment. The Partner shall provide MANGOPAY with the information necessary to enable such assessment.

Where the Partner engages a Sub-processor for carrying out specific processing activities (on behalf of MANGOPAY), it shall do so by way of a contract which imposes on the Sub-processor, in substance, the same data protection obligations as the ones imposed on the Partner under the present Appendix. The Partner will remain liable for the performance of the Sub-processor's obligations.

Upon request, the Partner shall make available to MANGOPAY a current list of Sub-processor(s) for the Processing activity under section 2.2. (Sub-processor List), as well as copies of the implemented provisions regulating the Sub-processing.

2.2.3. Data transfers

Any transfer of Personal Data to a third country or an international organisation by the Partner under the present section 2.2., shall be done with MANGOPAY's prior authorization and on the basis of documented instructions from MANGOPAY and shall take place in compliance with Applicable Data Protection Laws and Regulations.

MANGOPAY agrees where the Partner engages a Sub-processor in accordance with section 2.2.2. for carrying out specific processing activities (on behalf of MANGOPAY) and those processing activities involve a transfer of Personal Data to a third country which is not recognized as adequate by a competent authority, the Partner and the Sub-processor can ensure compliance with Applicable Data Protection Laws and Regulations by relying on a valid data transfer mechanism, such as standard contractual clauses, provided the conditions for the use of those standard contractual clauses are met and, where applicable, additional safeguards are put in place. MANGOPAY shall have the right to request a copy of the data transfer mechanism concluded between the Partner and the Sub-processor.



3. Collaboration obligations

3.1 Data Subject Requests and complaints

Due to the white-label nature of the Platform provided by MANGOPAY to the Partner, the Parties acknowledge that Data Subjects may contact the Partner with requests to exercise their rights and/or to file complaints solely related to provision of MANGOPAY's Processing activities as an independent Data Controller. Moreover, insofar as the Partner's Website serves as the sole point of contact with the Data Subjects, it may be necessary to provide the Data Subjects with information required by the GDPR through the Partner's Website (as stipulated in Section 3 below). It is therefore agreed that the Partner shall notify MANGOPAY of any Data Subject Request and/or complaints it has received from a Data Subject within a maximum of forty-eight (48) hours from receipt. The Partner shall not respond to the Data Subject Request itself, unless it is authorised to do so by MANGOPAY. Such notifications shall be sent to the following email address: dpo.mangopay@mangopay.com.

3.2. Personal Data Breaches

In case of a Personal Data Breach which may relate to Personal Data of which the other Party is a Data Controller, each Party shall inform the other without undue delay, and at the latest twenty-four (24) hours after having become aware of it. The notification shall include the information listed under article 33 of the GDPR. Each Party notifies on its own the breach to its competent authority. The Parties undertake to cooperate in good faith to make sure that their respective notification obligations can be met within the seventy-two (72) hours deadline imposed under Applicable Data Protection Laws and Regulations.

Notifications shall be sent to the following e-mail addresses:

- (i) legalteam@mangopay.com for MANGOPAY;
- (ii) [to be provided by the Partner] for the Partner.

The Parties shall cooperate in order to determine if the breach needs to be communicated to the relevant Data Subjects, that is, if the breach may result in a high risk to the rights and freedom of a natural person. If so, the Parties shall meet in order to determine the modalities and the content of the communication to be conducted with the Data Subjects.

3.3. Provision of compulsory information to the Data Subjects

In accordance with Applicable Data Protection Laws and Regulations, Data Controllers have an obligation to provide information to Data Subjects regarding the Processing activities carried out on Personal Data. The collection of Personal Data being carried out exclusively through the Partner's Website and because of the white-label nature of MANGOPAY's Platform, the Parties agree that all the compulsory information under articles 13 and 14 of the GDPR shall be provided by the Partner. The Partner undertakes to communicate this information in a manner that complies with Applicable Data Protection Laws and Regulations. The Parties agree that this shall be done by identifying MANGOPAY as Payment Service Provider, as well as inserting a direct link to MANGOPAY's privacy statement, in the Partner's own privacy policy. MANGOPAY's privacy statement is easily accessible at the following address: <https://mangopay.com/privacy-statement>.

The Partner undertakes to demonstrate compliance with the obligations set forth in the present section 3.3. by providing any supporting evidence or information that may be requested by MANGOPAY.

4. Relation with the supervisory authorities



Each Party is subject to supervision of its own competent authority. The Partner is informed that MANGOPAY falls under the competence of the Luxembourg authority, the National Commission for Data Protection (15, Boulevard du Jazz, L-4370 Belvaux ; Grand-Duché du Luxembourg).



Appendix 8: Payment Services

Payment Services offered by Mangopay to Customers include the:

- Opening and management of a Mangopay account in the name of the Customer,
- Crediting funds to the Mangopay account equal to the amount duly received by Mangopay following the acquisition of card orders or any Mean of payment accepted by Mangopay,
- Debiting funds from the Mangopay account to the Bank Account on the basis of the Customer's Payment Order,
- Debiting the amount of any reversal from the Mangopay account, as required by the card scheme and/or the card issuer or payment scheme operator,
- Debiting funds from the Mangopay account and re-transferring them to the User in case of a payment cancellation

Viimeistelysertifikaatti

Kirjekuoren tunnus: 4C6CA61955D343788691C099AC646A4D
 Aihe: MANGOPAY - Your new contract - MANGOPAY Service Agreement
 Lähdekirjekuori:
 Asiakirjan sivumäärä: 50
 Sertifikaatin sivumäärä: 5
 Autom. siirtyminen: Käytössä
 Kirjekuoren tunnuksen leimaus: Käytössä
 Aikavyöhyke: (UTC+01:00) Brussels, Copenhagen, Madrid, Paris

Tila: Lähetetty

Kirjekuoren lähettäjä:
 Salvatore Scaletta
 VAT Number : LU 259391452 Avenue Amélie
 Luxembourg, . 1125
 salvatore.scaletta@mangopay.com
 IP-osoite: 85.222.158.8

Tietueiden seuranta

Tila: Alkuperäinen
 8.11.2023 13.34.36

Haltija: Salvatore Scaletta
 salvatore.scaletta@mangopay.com

Sijainti: DocuSign

Allekirjoittajan tapahtumat

Pirkka Haarlaa
 pirkkahaarlaa@outlook.com
 Suojaustaso: Sähköposti, Tilin todennus (ei mitään)

Sähköistä tietuetta ja allekirjoitusta koskeva ilmoitus:

Hyväksytty: 8.11.2023 16.37.07
 Tunnus: 7726db6f-a5d2-49ad-b1f9-e01fb79df53f

Compliance
 onboarding@mangopay.com

Suojaustaso: Sähköposti, Tilin todennus (ei mitään)

Sähköistä tietuetta ja allekirjoitusta koskeva ilmoitus:

Hyväksytty: 25.4.2022 16.11.15
 Tunnus: 6337f47e-55a8-4a37-97a5-8b42d6164f2c

Carlos Sanchez
 carlos.sanchez@mangopay.com

Suojaustaso: Sähköposti, Tilin todennus (ei mitään)

Sähköistä tietuetta ja allekirjoitusta koskeva ilmoitus:

Ei tarjottu DocuSignin kautta

Henkilökohtaisen allekirjoittajan tapahtumat

Allekirjoitus

Aikaleima

Muokkaaajan toimitustapahtumat

Tila

Aikaleima

Edustajan toimitustapahtumat

Tila

Aikaleima

Välittäjän toimitustapahtumat

Tila

Aikaleima

Sertifioidut toimitustapahtumat

Tila

Aikaleima

Kopiotapahtumat

Tila

Aikaleima

Todistustapahtumat

Allekirjoitus

Aikaleima

Notaaritapahtumat

Allekirjoitus

Aikaleima

Kirjekuoren yhteenvetotapahtumat

Tila

Aikaleimat

Kirjekuori lähetetty
 Kirjekuori päivitetty

Hajautettu/salattu
 Turvatarkastettu

8.11.2023 13.38.24
 8.11.2023 16.21.12

Maksutapahtumat	Tila	Aikaleimat
Sähköistä tietuetta ja allekirjoitusta koskeva ilmoitus		

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