

Service Agreement for “MasterPass” between the Customer and PayEx Sverige AB (“**PayEx**”) with regard to participation in the MasterPass scheme on the Swedish market.

1. Background

The Service Agreement for MasterPass enables the Customer to become a MasterPass-affiliated merchant with access to Programme-related services and payment methods for the Merchant’s transactions with its individual customers (“**End Users**”) on the Internet and in other electronic environments.

PayEx and the Customer have entered into a framework agreement for payment services, which consists of individual service agreements for separate payment services and establishes general terms and conditions for all services in the relevant Nordic countries (“**Framework Agreement**”). The Service Agreement for MasterPass hereby constitutes an integral part of the framework agreement.

The Service Agreement requires that:

- (i) the parties have entered into a Framework Agreement and that the agreement is in force for the entire validity period of the Service Agreement,
- (ii) the Customer has entered into an agreement with an Acquirer governing card transactions and that the agreement is in force for the entire validity period of the Service Agreement,
- (iii) the Customer has entered into an agreement with PayEx for the Card Payments service and that the agreement is in force for the entire validity period of the Service Agreement, and that
- (iv) the Customer has understood and agreed to be bound by the MasterPass Operating Rules.

The terms used in this Service Agreement shall have the meanings as defined in the MasterPass Operating Rules unless specified otherwise in the Service Agreement.

2. Obligations of the Customer

The Customer hereby undertakes

- (i) not to use the MasterPass network in a way that has a negative impact on the MasterPass network or in any way could damage, put out of order, overload or threaten the security of or damage any of PayEx’s or MasterCard’s own technology (including, but not limited to, servers and networks),
- (ii) to comply at all times with all Standards and applicable laws and regulations in connection with the Customer’s access to and use of the MasterPass network,

(iii) in the event of updates or upgrades to the MasterPass network, Programme or related Specifications – to contribute without delay to modifications in the Customer’s integration and/or of MasterPass-connected websites or other e-commerce applications for which the Customer is responsible and, at the Customer’s own expense, to help ensure that each and every one of them continues to function correctly with all the necessary elements in the applicable version of the Specifications and the Programme at the time,

(iv) to implement “checkout post-back” (where the payment solutions provider sends the transaction receipt to the merchant’s affiliate programme with notice of the transaction for crediting of affiliates) immediately, as described in the MasterPass integration guide for merchants and in the MasterPass integration guide for service providers without modification and to ensure that the result of the transaction (successful or unsuccessful) is communicated via the Specifications,

(v) not to charge the End User any fees for his/her use of the MasterPass network, neither per transaction nor in any other way. For the avoidance of doubt, the Customer has the right to charge fees for the underlying purchase transaction to the extent this is permitted by the payment network/company associated with the purchase transaction,

(vi) to comply at all times with the Payment Card Industry Data Security Standard (PCI DSS) and Payment Application Data Security Standard (PA DSS), as applicable,

(vii) to assume responsibility for its registration for, use of and access to the Services and to have the right, authority and ability to commit itself to and implement these terms and conditions and the MasterPass Operating Rules,

(viii) to provide PayEx with the name or company name under which the Customer sells goods and services,

(ix) to ensure that all Transactions that are initiated by the Customer, or by PayEx on behalf of the Customer, comply with all applicable laws and regulations relating to the Customer’s business, including all applicable tax legislation and regulations in connection with the services,

(x) not to use the Services, either directly or indirectly, for fraudulent purposes or in any way that disrupts the use of the Services,

(xi) not, through the fulfilment of its obligations hereunder, to act in breach of any other agreement to which it is a party.

3. Compensation

The Customer shall compensate and indemnify PayEx and its service providers (and its and their respective employees, managers, officers, shareholders, agents and representatives, in the knowledge that MasterCard is one such service provider) for and against all claims, costs, losses, damages, judgments, tax penalties, fines, interest and expenses (including, but not limited to, reasonable legal costs) that may arise as a result of any claim or any legal proceedings, audit, examination or investigation or other proceedings initiated by a person or entity and which arise as a result of or in relation to: a) any actual or alleged breach of the Customer's obligations as specified in this Service Agreement or in the MasterPass Operating Rules, including, but not limited to, breach of MasterCard's rules, b) the Customer's use of the Services, c) measures approved by the Customer and carried out by any person (including developers and/or administrators) or unit in order to integrate or obtain access to the Services on behalf of the Customer and d) any Transaction initiated by the Customer using payment information provided to PayEx through the Services.

4. Duration and termination of the agreement

This service agreement comes into force on the date it is signed and runs for an initial period of one (1) year from the implementation of the first Debit and is thereafter extended on an ongoing basis for one (1) year at a time, unless notice of termination has been given in writing no later than three (3) months before the end of the current period.

PayEx may, at its own discretion, suspend the Customer's participation if **a)** the Customer is in breach of the provisions of the MasterPass Operating Rules (including Standards), **b)** the Customer constitutes an unacceptable risk of fraud for PayEx or MasterCard or **c)** the Customer provides false, incomplete, inaccurate or misleading information (including, but not limited to, registration information) or otherwise acts in a fraudulent or illegal manner.

On the termination of the Customer's participation in the Programme, PayEx shall cease to provide all access to the MasterPass network for the Customer and the Customer's right of access, use and/or participation in the Programme (and all other rights) shall cease immediately. PayEx has no liability to the Customer for the termination or suspension of access to the MasterPass network, including, and without limitation, with regard to compensation, refund or damages as a result of loss of anticipated earnings, anticipated sales, goodwill or for

expenses, investments or commitments in connection with the Customer's use of the MasterPass network.