

GENERAL CONDITIONS OF USE FOR THE PAYMENT SERVICES PROFESSIONAL CLIENTS

Updated: October 2025

ARTICLE 1 PURPOSE

The purpose of these General Conditions is to define the respective rights and obligations of Stancer and the Client for the use by the Client of the Services provided by Stancer. The Client undertakes to comply with the provisions of the General Conditions, which apply to all the Services provided by Stancer.

ARTICLE 2 DEFINITIONS

In the Agreement (as this term is defined below), the following words or expressions shall have the meaning ascribed to them below:

3-D Secure	means the protocol allowing Payer authentication to be triggered for a remote Card-based payment;
ACPR	means the French Prudential Control and Resolution Authority (<i>Autorité de contrôle prudentiel et de résolution</i>), 4 place de Budapest, CS 92459, 75436 Paris Cedex 09, France (https://acpr.banque-france.fr/);
API	means the application programming interface allowing the Client to access the Services;
Card	means a category of payment instrument that allows the Payer to initiate a card-based transaction. The Card may bear one or more Brands. When the card is issued in the EEA, it shall state the Category of Card to which it belongs, according to the classification stated below or the equivalent in a foreign language;
Force Majeure Event	means a cause beyond the control of the Parties and/or which may be interpreted by a French court as a force majeure event. The Parties agree that a Force Majeure Event shall include, in particular, the following events: bad weather, acts or omissions of a public authority, including changes in any regulations applicable to the Services, failures or constraints linked to a means of telecommunications or a supplier, unrest, insurrection and acts of a similar nature, wars, whether declared or not, strikes, sabotage, theft, vandalism, explosions, fires, lightning, natural disasters, acts of third parties, etc;
Category of Card	means one of the following categories: credit card, debit card, prepaid card or commercial card, as such terms are defined in Article 2 of Regulation (EU) 2015/751;
Client	means any natural or legal person who resides or has their registered office in France, acting in their own right and for the purposes of a professional activity, who/which uses the Services proposed by Stancer by agreeing to comply with these General Conditions;
MFC	means the French Monetary and Financial Code
Stancer Account	means a payment account, within the meaning of Article L. 314-1 I. of the MFC, which is opened by Stancer in the name of the Client and used exclusively for executing payment transactions. Payments may (i) be credited to the Stancer Account, when the Client receives a payment and/or (ii) be debited from the Stancer Account, when the Client makes a payment to a third party;
Bank Account	means the bank account designated by the Client, for which the Client has provided the account details to Stancer;
General Conditions	means these general conditions of use for the payment services entered into between Stancer and the Client as well as any appendix thereto;

Pricing Conditions	means the pricing conditions that are applicable to the Services and that can be consulted on the Website;
Agreement	means the framework agreement for payment services entered into between Stancer and the Client, which includes, together: (i) the General Conditions, (ii) the Pricing Conditions, (iii) the Subscription Form and, (iv) any Specific Conditions entered into between Stancer and the Client as well as any appendix thereto;
Data	means all the Client's Personal Data and the Payer's Personal Data, including the Client's Identifiers;
Personal Data	means any information directly or indirectly relating to the Client (or, if the Client is a legal entity, the Client's managers and employees) and/or the Payer, in particular through reference to an identifier, such as a name, an identification number, location data, an online identifier, or to one or more elements specific to their physical, physiological, genetic, psychological, economic, cultural or social identity, which may be communicated or made available in connection with the implementation and performance of the Agreement;
EEA	means the European Economic Area;
Issuer	means the payment services provider which issues a Card to the Payer;
Electronic Equipment	means any device that is capable of reading a Card equipped with a chip that meets the <i>Europay MasterCard Visa</i> (EMV) standard or a magnetic stripe, either of which makes it possible to authenticate the Card holder and, as applicable, that uses <i>Near Field Communication</i> (NFC) technology. The Electronic Equipment shall be accredited or approved by the entity that is responsible for each of the Card Schemes for which the Cards are accepted on said Electronic Equipment. The accreditation or the approval of the Electronic Equipment shall take the form of a certificate of compliance with technical and functional specifications that are defined by each Card Scheme concerned, which has the list of the accredited or approved Electronic Equipment. Stancer can make Electronic Equipment available to the Client under the conditions provided for in the Terms and Conditions governing the use of the Electronic Equipment;
User Area	means a secure web page accessible online that is reserved for the Client, which the Client can access using their Identifiers and on which the Client can consult information relating to the Stancer Account and carry out certain operations;
IBAN (International Bank Account Number)	means a unique identifier allowing the Payer's bank account to be identified.
Identifiers	means the identifiers enabling the Client to access their User Area, consisting of the e-mail address provided by the Client during registration and their Password;
SEPA Creditor Identifier	means a unique identifier made up of thirteen (13) characters, which makes it possible to identify the Client and that is attributed by the Banque de France;
Contactless Payment Instrument	means (i) either a Card that has "contactless" technology, (ii) or a "contactless" mobile payment application, part of which is integrated into the secure system of a mobile telephone and part of which is integrated into the telephone itself, which makes it possible to execute payment transactions irrespective of the Brand;
AML-CFT	means the fight against money laundering and the financing of terrorism;
Direct Debit Mandate	means a form that was pre-completed by Stancer and signed by the Payer, which evidences the consent and the authorisation granted by the Payer (i) to the Client (the beneficiary) and (ii) to the Payer's payment services provider, to enable the Client (the beneficiary) to initiate a collection in order to debit the Payer's specified payment account and to make it possible for the Payer's payment services provider to comply with these instructions. Each Direct Debit Mandate shall be identified by a Unique Mandate Reference;
Brand	means any name, term, sign, physical or digital symbol or combination of these elements that can designate a Card Scheme under which the payment transactions linked to a Card are executed. The Brands that can be accepted by the Client are: "CB", "Visa", "Visa Electron", "VPay", "Mastercard" and/or "Maestro";

Password	means a combination of numbers and/or letters, chosen by the Client, which the Client must enter in order to access their User Area;
Tools	means the documentation, software libraries and any computer program aimed at facilitating the implementation and use of the Services made available to the Client by Stancer or a third party;
Contactless Payment	means a payment that is made using a Contactless Payment Instrument via Electronic Equipment that has NFC technology, which allows for the fast payment of purchases of goods or services via remote reading of the Contactless Payment Instrument, with or without entering the PIN;
Recurring Payments	means several successive and separate Card-based payment transactions (a series of transactions) that have amounts and dates that are defined or definable and/or that are made at times agreed between the Client and the Payer;
Payer	means the natural or legal person who makes a payment to the Client. For the Acquiring Service, the Payer is the person who holds the Card that is used to make the payment. In the context of the Transfer Receiving Service, the Payer is the person holding the payment account used to make the Transfer. In the context of the Direct Debit Service, the Payer is the holder of the payment account used for the Direct Debit;
Point of Acceptance	means, as applicable, the physical point of sale or the online point of sale (in particular a website or mobile application) from which the Card-based payment instruction is issued by the Payer;
Direct Debit	means any payment transaction initiated by the Client on the basis of the consent given by the Payer to the Client (the beneficiary) and/or Stancer, which is executed in euros and which serves to debit the Payer's payment account in order to credit the Client's Stancer Account by a corresponding amount;
Unique Mandate Reference	means a set of characters that makes it possible to identify, for each Client, each Direct Debit Mandate signed by each Payer. As part of the Direct Debit Service, the Unique Mandate References shall be generated by Stancer on behalf of the Client;
Personal Data Protection Legislation	means all applicable legal and regulatory provisions pertaining to Personal Data protection, specifically including Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ('GDPR'), the French Data Protection Act 78-17 of 6 January 1978 ('Loi informatique et libertés') and all successive amendments thereto;
Regulation (EU) 2015/751	means Regulation (EU) 2015/751 of 29 April 2015 on interchange fees for card-based payment transactions, as amended;
Payout	means any transfer of funds between the Bank Account and the Client's Stancer Account, in either direction, initiated by Stancer.
Card Scheme	means a payment card scheme within the meaning of Article 2 §16 of Regulation (EU) 2015/751;
Services	means, taken as a whole, the Acquiring Service, the Direct Debit Service, the Transfer Receiving Service, the Acceptance System and Additional Services, and all technical solutions relating to payment services (such as the Acceptance System, etc.) provided by Stancer to the Client;
Acquiring Service	means the service set out in Article 3.1 below;
Direct Debit Service	means the service set out in Article 3.2 below;
Transfer Receiving Service	means the service set out in Article 3.3 below;
Additional Services	means the services set out in Article 3.4 below;
Website	means the website available at stancer.com;
Stancer	means Iliad 78, a French simplified joint-stock company (<i>société par actions simplifiée</i>) with share capital of €8,852,633.30, having its registered office at 16 rue de la Ville l'Évêque, 75008 Paris, France, registered with the Paris Trade and Companies Register under the number 834 315 673

and accredited by the ACPR as a payment institution under the number 11758 (the list of payment services providers can be consulted at the URL <https://www.regafi.fr/>);

Acceptance System

means the Electronic Equipment, Apple Tap to Pay, software and protocols that comply with the specifications defined by each Card Scheme and that are necessary for the secure recording, transmission and processing of Card-based payment instructions via a Card that bears one of said Card Scheme's Brands; and

Transfer

means a payment transaction initiated by the Payer or their payment services provider, which is executed in euros and which serves to debit the Payer's payment account in order to credit the Client's Stancer Account with a corresponding amount.

ARTICLE 3 DESCRIPTION OF THE SERVICES

3.1 Acquiring Service

The Acquiring Service makes it possible for the Client to accept and receive Card payments, the amounts of which are credited to the Stancer Account and received by the Client at regular intervals on the Bank Account.

The operation of the Acquiring Service as well as the specific rights and obligations of the Parties with regard to this service are set out in Article 7 below.

3.2 Direct Debit Service

The Direct Debit Service makes it possible for the Client to receive payments via Direct Debits, the amounts of which are credited to the Stancer Account and received by the Client at regular intervals on the Bank Account.

The operation of the Direct Debit Service as well as the specific rights and obligations of the Parties with regard to this service are set out in Article 8 below.

3.3 Transfer Receiving Service

The Transfer Receiving Service makes it possible for the Client to accept and receive Transfer payments, the amounts of which are credited to the Stancer Account and received by the Client at regular intervals on the Bank Account.

The operation of the Transfer Receiving Service as well as the specific rights and obligations of the Parties with regard to this service are set out in Article 9 below.

3.4 Additional Services

- **IBAN verification service**

The IBAN verification service is an additional service alongside the Direct Debit Service which, on request of the Client via the API, allows technical and functional IBAN checks to be carried out on the basis of the IBAN details specified and the information supplied by the Payer. The result of these checks is sent to the Client via the API as specified in the Tools. Stancer does not guarantee that the result supplied is correct or that each IBAN is eligible for the Direct Debit Service. Furthermore, these checks do not constitute a mandatory prerequisite for the use of the Direct Debit Service.

3.5 Stancer Account

The Stancer Account is not a bank account. It does not accrue interest and cannot have a debit balance.

The Client cannot pay cash into or deposit cheques on the Stancer Account. Similarly, the Client may not make transfers from the Stancer Account, except to reimburse a Payer in accordance with the conditions set out in Articles 8.6 and 9.2 and below.

The amounts credited to the Stancer Account shall be transferred by Stancer to the Client into the Bank Account in accordance with the terms and conditions set forth in Article 10 below. The Client cannot ask Stancer to change the details of the Client's Bank Account more than three times over a one-year period.

3.6 Minimum amount

In order to ensure that the fees charged to the Client for a payment transaction (by Card, Transfer and/or Direct Debit) received by the Client are not too high in relation to the amount of said transaction, Stancer will automatically refuse to execute payment transactions (by Card, Transfer and/or Direct Debit) intended for the Client that are below a minimum amount.

The Client can view the applicable minimum amount in the Tools.

The Client may request that the minimum amount be deactivated at any time via their User Area. In this case, the deactivation shall be effective immediately and apply to payment transactions whose execution is requested following the deactivation request.

Unless the Client has deactivated the minimum amount using their User Area, the Client undertakes to clearly and expressly notify Payers of the existence of a minimum amount below which payment transactions (by Card, Transfer and/or Direct Debit) intended for the Client are automatically refused by Stancer.

ARTICLE 4 SUBSCRIBING TO THE SERVICES

4.1 Creation of a User Area

To subscribe to the Services, the Client must first create and activate their User Area on the Website. The Client must create a User Area to obtain access to the Services and benefit from the various tools associated with said Services.

The Client must be the holder of a valid e-mail address. The Client will receive confirmation of their subscription by e-mail. The Client must ensure that the e-mail address that they provided when creating their User Area is correct and is in fact the Client's own e-mail address. The Client exempts Stancer from all liability concerning the consequences that may result, either directly or indirectly, from a mistake in the e-mail address that is made by the Client.

4.2 Communication of the necessary documents and information concerning AML/CFT

When subscribing to the Services, the Client must provide Stancer with all the documents and information requested by Stancer in order to comply with its regulatory obligations with respect to AML/CFT. If the Client does not provide Stancer with the required documents and information, the subscription will be refused and the Client will not be able to benefit from the Services.

4.3 Collateral

In order to guarantee to Stancer that the Client will pay all sums that the latter may owe Stancer in respect of their obligations under the Agreement, the Client undertakes to establish collateral for the benefit of Stancer by entering into a cash collateral pledge agreement in accordance with the model set out in Appendix 3.

4.4 Right of withdrawal

If the Client was approached by Stancer within the meaning of Article L. 341-1 of the MFC, and without prejudice to the exceptions provided for by the regulations, in accordance with Article L. 341-16 of the MFC, the Client shall have a right of withdrawal that the Client can exercise within a maximum time-limit of fourteen (14) complete calendar days as from the date of acceptance of these General Conditions, without having to give any reasons or pay any penalties.

The exercise of the right of withdrawal within the aforementioned time-limit shall entail the rescission of the General Conditions as of right.

The Client can exercise their right of withdrawal by using the form attached in Appendix 1 of the General Conditions, or by any other declaration at the Client's discretion. In the event of a declaration at the Client's discretion, said declaration must be completely unambiguous and clearly express the Client's intention to withdraw.

If the Client exercises their right of withdrawal:

- the Client shall only be required to pay the price that corresponds to the use of the Services that were actually provided between the date on which the Agreement was entered into and the date on which the right of withdrawal was exercised, to the exclusion of all penalties;
- the Client shall return the Electronic Equipment made available by Stancer (as the case may be), in its original packaging, in a condition suitable for resale, accompanied by all its accessories, to the address mentioned for this purpose in their User Area, without undue delay, and in any event, within fourteen (14) days after giving notice of their decision to withdraw.

Should the Client fail to do so, Stancer will charge the Client based on the flat-rate compensation detailed in the Pricing Conditions. Any direct return expenses shall be borne by the Client.

The Client expressly agrees to Stancer providing the Client with the Services before the end of the time-limit for withdrawal.

ARTICLE 5 ACCESS BY THE CLIENT TO THEIR USER AREA

Access to the User Area is only possible after the Client has been identified using the Client's Identifiers. The Client is solely responsible for the custody and use of their Identifiers. Any connection or operation carried out using the Client's Identifiers shall be deemed to have been carried out by the Client.

Stancer reserves the right to modify the means of access to the User Area at any time, in light of, in particular, changes in technology or in its service offering. It is the responsibility of the Client to ensure that the IT or telecommunication tools or equipment at the Client's disposal are adapted to these changes.

ARTICLE 6 THE CLIENT'S GENERAL OBLIGATIONS

The Client undertakes to:

- (i) comply with the regulations that are applicable to the Client's activities (including, in particular, in the fields of tax and the protection of personal data) and, when the Client sells goods and/or provides remote and/or online services, with the professional rules and best practices that are applicable to remote sales and services, to e-commerce and, in particular to exchanges that use communication networks and various communication terminals (mobile telephones, computers, etc.);
- (ii) obtain all authorisations and/or approvals from the relevant authority that are required for the Client's activities;
- (iii) provide, when subscribing to the Services, the supporting documents in accordance with Article 4 above, and, at any time, at the request of Stancer, any additional documents or information enabling Stancer to carry out the verifications necessary to comply with its regulatory obligations with regard to AML/CFT;
- (iv) use the Services only in order to accept payments that are made in consideration for sales or supplies of services that are proposed to the Client's clientele and that the Client provides or performs themselves, to the exclusion of any issuance of cash or of any instrument that can be converted into cash for its face value;
- (v) inform Stancer immediately of any change in the Client's legal form, representatives or activity, in particular in the event of the addition or disposal of one or more lines of business or if an event occurs that modifies the conditions under which the Client does business;
- (vi) pay Stancer all the commissions, fees and/or penalties that may be due and, as a general rule, all monies that may be owed to Stancer in respect of the supply of the Services;
- (vii) take all relevant precautions so that unauthorised third parties cannot access the Client's Data or equipment (including any Electronic Equipment). The Client alone shall be responsible for the use and implementation of the security, protection and backup measures for the Client's equipment (including any Electronic Equipment), Data and software, and undertakes to take all appropriate steps in order to protect them. In particular, the Client acknowledges that it is their responsibility to ensure that any software they use, whether directly or indirectly in connection with the Services, is kept up to date in order to guarantee the secure use of the Services; and
- (viii) refrain from taking any action that could compromise the security of Stancer's information systems. It is prohibited for the Client to use the Services and/or the Data associated with them for fraudulent or illegal purposes or in a fraudulent or illegal manner, or to use the Services for a purpose other than that for which they were intended.

ARTICLE 7 OPERATION OF THE ACQUIRING SERVICE

7.1 Brands and Categories of Cards that are accepted

The Client undertakes to inform the public of the Brands and of the Categories of Cards that the Client accepts or refuses, by clearly displaying this information: (i) on the Client's website or on any other electronic or mobile media, when the Client sells goods or services online and/or (ii) on the screen of the Electronic Equipment and/or on any other communication media that is visible to the Payer at the time of payment, when the Client sells goods or services at a physical point of sale.

The Client also undertakes to display visibly, under the same conditions, any minimum amount as from which the Cards are accepted.

This information must be provided to the Payer in a timely manner before the Payer enters into an agreement with the Client.

In the event of a payment transaction that is executed using a co-badged Card, i.e., that bears the logo of two or more Brands, the Client undertakes to make it possible for the Payer to choose the Brand that the Payer prefers to use. The Client is reminded that they may select a Brand as a priority, provided that the Payer is given the possibility of refusing this pre-selection and of selecting another Brand from among those that are accepted by the Client.

For the Brand(s) that the Client accepts, they must accept all the Categories of Cards issued outside the EEA that bear said Brand(s).

7.2 The Client's obligations

7.2.1 Client's general obligations when using the Acquiring Service

The Client undertakes to:

- (i) use the Acceptance System(s) and while so doing refrain from all unlawful activity that would be punished under criminal law, such as endangering minors, engaging in paedophilia, infringements of works that are protected by an intellectual property right and of payment means or instruments, failure to ensure the protection of personal data, breaching the systems that automatically process said data, money laundering, failure to comply with the provisions on gambling and gaming, horse races and lotteries and with the provisions on the conditions under which regulated professions are practised, as well as all activity that is prohibited by the Card Schemes. The Client acknowledges having been informed that the performance of some activities may be prohibited, or subject to restrictions or authorisations by the Card Schemes. The Client shall hold Stancer, and, as applicable, the Card Schemes, harmless from all adverse consequences that may result for them from a breach by the Client of the obligations referred to in this paragraph (ii).
- (ii) abide by all present and future legal and/or regulatory obligations regarding anti-money laundering and the funding of terrorism, in particular the provisions of Book V, Section VI, Chapters I to IV of the French Monetary and Financial Code (*Code monétaire et financier*). For this purpose, the Client shall provide Stancer, speedily and on first demand, with any documents, information and/or other item that may be reasonably requested by Stancer for the purposes of any related checks by Stancer. Failure to supply any such items shall entitle Stancer to terminate contractual relations with the Client and halt all Payouts.
- (iii) inform Stancer in a timely manner in the event of the abnormal functioning of the Acceptance System or, as applicable, of the Electronic Equipment, and of all other anomalies;
- (iv) if a major security incident occurs, in particular in the event of the fraudulent collection and/or use of payment-related data, cooperate with Stancer and, as applicable, the relevant authorities. Refusal or failure to cooperate by the Client may lead Stancer to terminate the Agreement in accordance with Article 21 below.
- (v) refrain from collecting a Card-based payment under the Agreement for which the Client has not themselves received the Payer's consent;
- (vi) display visibly on any media, and in particular, as applicable, on the Client's website or on the screen of the Electronic Equipment or on any other electronic or mobile device, the amount to be paid as well as the currency in which said amount is expressed;
- (vii) comply with the maximum amounts that were notified to the Client, as applicable, by Stancer for the acceptance of a Card-based payment transaction;
- (viii) in order for the Payer not to have any difficulty in verifying and identifying the payment transactions the Payer has executed, check with Stancer the compliance of the information provided to identify the Client and/or, as applicable, the Point of Acceptance concerned. Said information must include a trade name or corporate name known to the Payer;
- (ix) abide by the special terms applying to each product and/or service subscribed to by the Client Obligations concerning compliance with the rules of Card Schemes and the security benchmarks; and
- (x) pay all amounts owed under this Agreement, which may be paid by means of a Payout.

7.2.2 Obligations concerning compliance with the rules of Card Schemes and the security benchmarks

With regard to Card-based payment transactions, the Client undertakes to:

- (i) use an Acceptance System supplied by Stancer and comply with the procedures for securing payment instructions given by the Payers, that are proposed by Stancer;

- (ii) comply with the "Acceptor Security Framework" published on the Website or as communicated by Stancer on request and the "PCI-DSS Security Framework" available on the website at <http://fr.pcisecuritystandards.org>
- (iii) in the Client's contractual relations with third parties, such as technical service providers or sub-contractors that are involved in the processing and storing of the data related to the use of the Cards, stipulate that said third parties will undertake to comply with the same security requirements and rules and agree to the audits referred to in paragraph (v) below being carried out on their premises, and to the reports potentially being disclosed as stated in said paragraph;
- (iv) report the identity of the technical service providers or sub-contractors referred to in paragraph (iii) above to Stancer annually, as well as in the event of change; and
- (v) allow Stancer and/or the Card Scheme(s) concerned, at the Client's expense and on the Client's premises or the premises of the service providers referred to in paragraph (iv) above, to arrange for the periodic verification and/or control by an independent third party of compliance both with the clauses of the Agreement and its appendices, and with the security requirements and rules referred to in paragraph (ii) above. Said verification, known as an "audit procedure", may take place at any time as soon as the Agreement is entered into and/or throughout the term thereof and shall be carried out in accordance with the control and audit procedures defined by the Card Scheme concerned. The Client shall authorise the disclosure of the resulting report to Stancer and to the Card Scheme concerned. If the audit report reveals one or more breaches of the Agreement or the security frameworks referred to in paragraph (ii) above, the Card Scheme may ask Stancer to suspend the supply of the Acquiring Service and, as applicable, to terminate the Acquiring Service.

7.2.3 Obligations concerning the acceptance of Recurring Payments

In the event that the Client accepts Recurring Payments, the Client undertakes to:

- (i) comply with the rules on the storage of personal data or data linked to the use of the Card defined by the French Data Protection Authority ("CNIL") decision no. 2013-358 of 14 November 2013;
- (ii) ensure that the Payer has consented to the data linked to the Payer's card being used to make Recurring Payments and, in this respect, to obtain from the Payer the authorisations and/or mandates that are necessary for the execution of the payments and to retain proof thereof for fifteen (15) months as from the date of the last payment;
- (iii) provide clear information to the Payer concerning the Payer's rights and, in particular, concerning the Payer's right to withdraw their consent at any time; and
- (iv) stop initiating payments as soon as the Payer withdraws their consent to the execution of the relevant series of payment transactions.

7.3 Stancer's obligations

Stancer undertakes to:

- (i) make available to the Client the information on the procedures for ensuring the security of the payment transactions;
- (ii) provide the Client with the information that directly concerns the Client regarding the functioning of the Card Schemes and any changes to them, the Categories of Cards and the Brands accepted by the Client, the fees that are applicable to each of the Categories of Cards and Brands accepted by the Client, including the interchange fees and the fees paid to the Card Schemes;
- (iii) respect the choice of the Brand and of the Category of Card used for the payment in accordance with the Client's choice or the Payer's choice;
- (iv) provide the Client with the list and the characteristics of the Cards (Brands and Categories) that may be accepted and provide the Client, at the Client's request, with the list of issuers' bank identification numbers (BIN);
- (v) notify and bill the Client for the fees to be paid, separately for each Category of Card and each Brand, according to the various levels of interchange fees. The Client may ask for the fees to be aggregated by Brand, payment application, Category of Card and by the interchange fee rate that is applicable to the transaction; and
- (vi) credit the Client's Stancer Account with the amounts that are owed to the Client, in accordance with the conditions provided for in Article 10.

7.4 Security measures

7.4.1 Security measures that are applicable at the time of payment

For remote Card-based payment transactions, the Client undertakes to apply, at the time of payment, the payment instruction security procedure published by Stancer on the Website.

For Card-present payment transactions, the Client undertakes, at the time of payment, to:

- (i) check the acceptability of the Card or have the acceptability of the Card checked, in other words
 - (a) the Brand and Card Category, which must be one of those that may be accepted by the Client under the Agreement; and
 - (b) the hologram that is displayed on the Card, if any, the Card chip, when it is stipulated by the Card Scheme, and the period of validity of the Card (the expiry date and the start date, if any);
- (ii) use the Electronic Equipment in compliance with the instructions displayed on the screen and by following the procedures for which the technical specifications have been notified to the Client. The Electronic Equipment must, in particular:
 - (a) after the Card chip has been read, when it is present:
 - i. allow for the PIN to be checked when requested by the chip,
 - ii. check the Card issuer code (BIN), the service code, and, as applicable, the Card's expiry date;
 - iii. control the Card number against the latest list of Cards that are blocked or cancelled, as provided by Stancer for the relevant Point of Acceptance;
 - (b) when there is no chip on the Card, after reading the stripe, check the Card issuer code (BIN), the service code, and, as applicable, the Card's expiry date;
- (iii) when the chip instructs the Electronic Equipment to do so, have the Payer enter their PIN under optimal confidentiality conditions. Proof of entry of the PIN shall be provided by the certificate that must be shown on the receipt issued by the Electronic Equipment and retained by the Client.

7.4.2 Security measures that are applicable after payment

After the payment, the Client undertakes to:

- (i) provide the Payer, at the Payer's request, with an electronic receipt that specifies, among other things, the method of payment used;
- (ii) refrain from storing, in any form whatsoever, the visual cryptogram for the Card, the entirety of the magnetic stripe or the Payer's PIN;
- (iii) take all relevant precautions to ensure the confidentiality and the integrity of the Payer's personal data that the Client needs to collect in the performance of their activity and, in particular when a Card-based payment transaction is executed, as well as the control of the access to said data, in accordance with the applicable regulations; and
- (iv) ensure that the payment transaction was indeed credited to the Stancer Account.

7.4.3 Specific provisions that are applicable in the event of Contactless Payment

The provisions of this Article shall apply solely in the event that the Client uses Electronic Equipment with "contactless" (NFC) technology.

The Client undertakes to inform the public that the Client accepts Contactless Payment by clearly displaying on the "contactless" Card reader part of the Electronic Equipment a pictogram to show that "contactless payment" is accepted.

The Client undertakes to comply with the directives that are displayed on the screen of the Electronic Equipment, in particular if a request is made to enter the PIN, under optimal confidentiality conditions.

The maximum unit amount of each Contactless Payment transaction with a physical Card shall be limited, with no PIN entry, to fifty (50) euros. Above the maximum unit amount, the conditions for executing the Card-present payment transaction provided for in Article 7.4.1 above shall apply.

When a certain number of successive Contactless Payments have been made, the Client may have to change to a non-contactless mode, even for a transaction of an amount that is less than the maximum unit amount stated above.

If the Payer uses a phone with "contactless" technology, Stancer shall not be held liable if the Electronic Equipment cannot be used due to a malfunction of the mobile phone and/or SIM card.

7.5 Reimbursement of payment transactions

If the Client wishes to issue Stancer with an instruction to reimburse a Payer, the Client must log in to their User Area using their Identifiers.

The partial or total reimbursement of a Card-based payment transaction must, with the Payer's agreement, be executed using the data of the Card that was used for the initial transaction. The Client must then use the "credit transaction" procedure under the rules of the Card Scheme that apply to the relevant payment transaction. The amount of the "credit transaction" shall not exceed the amount of the initial transaction.

If the Card used for the initial transaction has expired, it is the responsibility of the Client to agree on another method of reimbursement with the Payer.

Refund requests initiated by the Client will be fulfilled by Stancer only if sufficient funds are available in the Stancer Account.

7.6 Retention of Cards that are blocked or cancelled

As instructed by the authorisation server, the Client may be required to retain a Payer's Card that is blocked or cancelled. In this case, the Client shall use the management and return procedure for retained Cards, which is available upon request from Stancer.

7.7 Forgotten Cards

In case of Card-present payment transactions, if the Payer forgets their Card, the Client may return it to the Payer within a maximum of two (2) working days following the date on which the Card was forgotten, provided that the Payer provides proof of identity and after obtaining an agreement requested in accordance with the procedure notified by Stancer.

Once this time-limit has expired, the Client shall use the management and return procedure for forgotten Cards, which is available upon request from Stancer.

7.8 Unsigned Cards

If a Card has not been signed, and if the signature space is present on the Card, the Client must ask the Payer to prove their identity and to sign the designated signature panel on the back of the Card, and must also check that this signature corresponds to the signature on the identity document presented by the Payer.

If the Payer refuses to sign their Card, the Client must refuse payment using the Card.

7.9 Malfunctions

Stancer cannot be held liable for the impossibility of making payment in the event of a malfunction of the Card or Contactless Payment Instrument.

7.10 Provisions that are specific to the "CB" Card Scheme

When the Payer and the Client agree to execute a Card-based payment transaction in accordance with the rules of the "CB" Card Scheme, the following provisions shall apply.

The "CB" Card Scheme may, for security reasons, without notice and subject to the completion of the transactions in progress, suspend acceptance of "CB" Scheme Cards. As applicable, said suspension shall be preceded by a warning to the Client, or even by a reduction in the Client's authorisation request threshold. Said suspension shall be notified by the sending of a substantiated registered letter, with return receipt. The effect thereof shall be immediate. It may be decided due to, in particular:

- (i) abnormal use of lost, stolen or counterfeit Cards;

- (ii) use of an Acceptance System that is not accredited;
- (iii) a major risk of malfunction of the "CB" Card Scheme; and/or
- (iv) in the event of breaches that are exceptionally serious in nature or of fraudulent action by the Client.

The suspension period shall be a minimum of six (6) months, and may be renewed.

Upon expiration of said time-limit, the Client may, subject to the prior agreement of the "CB" Card Scheme, ask Stancer to resume the Acquiring Service, or enter into a new acceptance agreement with another acquirer of the Client's choice.

In the event of a breach that is exceptionally serious or of fraudulent action by the Client, the Client may be immediately removed from the "CB" Card Scheme or the suspension may be converted into removal. Said removal shall be notified by the sending of a substantiated registered letter with return receipt.

In the event of suspension or removal of the Client at the initiative of the "CB" Card Scheme in the above-mentioned conditions, the Client undertakes to return, as applicable, to Stancer, the Acceptance System, the "CB" Scheme technical and security devices and the documents in the Client's possession that are the property of Stancer, and to take down immediately from the Client's Point of Acceptance all signs that the Client accepts "CB" Cards or the "CB" Brand.

ARTICLE 8 OPERATION OF THE DIRECT DEBIT SERVICE

8.1 Request for a SEPA Creditor Identifier

In order to be able to use the Direct Debit Service, the Client must have a SEPA Creditor Identifier.

If the Client already has a SEPA Creditor Identifier, the Client shall provide it to Stancer in the Client's User Area.

If the Client does not have a SEPA Creditor Identifier, Stancer may, at the Client's request, take the requisite steps in order for the Client to obtain such an identifier. In this scenario, Stancer shall provide the Client with a list of information and/or documents to be submitted to Stancer, as provided for by the Banque de France procedure to obtain a SEPA Creditor Identifier. If the Client does not provide said information and/or documents to Stancer, the SEPA Creditor Identifier application cannot be completed and the Client cannot benefit from the Services unless the Client obtains a SEPA Creditor Identifier by another means (for example, from the Client's bank) and provides it to Stancer in the Client's User Area.

8.2 Issuance of Direct Debit Mandates by Stancer

In order to make a Direct Debit request, the Client shall log in to their User Area, then fill in the following information concerning the Payer: surname and first name(s), postal address, e-mail address, international bank account number (IBAN) of the Payer's bank account from which the amounts will be debited.

The Client shall also state whether the Direct Debit charged to the Payer is a single Direct Debit or whether recurring Direct Debits will be made.

On the basis of this information, Stancer shall proceed as follows:

- (i) preparation of the direct debit mandate, including the generation of the Unique Mandate Reference, which is pre-completed with the obligatory information and statements
- (ii) sending of a unique link (associated with this Direct Debit Mandate) by e-mail to the Payer for signing such Mandate; and
- (iii) archiving of the Mandate

8.3 Notification of Direct Debits to the Payers

The Client alone shall be responsible for informing the Payers of the date and the amount of each Direct Debit. The Client undertakes to send said information reasonably in advance of the execution of the relevant Direct Debit.

8.4 Amendment and/or withdrawal of a Direct Debit Mandate

The Client undertakes to inform Stancer immediately, via the Client's User Area, of any change in the information concerning the Client that is contained in the Direct Debit Mandate, of any change in the Payer's situation (change of address, bank account details, etc.) as well as of any request for withdrawal of a Direct Debit Mandate that is sent to the Client by the Payer.

If a request for withdrawal is made to Stancer by the Payer or by the Payer's payment services provider, Stancer shall inform the Client of this immediately via the Client's User Area.

In the event of the withdrawal of a Direct Debit Mandate, Stancer shall no longer execute Direct Debits on behalf of the Client pursuant to said mandate.

8.5 Monitoring of the Direct Debit Mandates and of the Direct Debit instructions

The Client shall have access, in the Client's User Area, to a record of the Direct Debit Mandates that were issued by Stancer at the Client's request and the Direct Debit instructions that the Client sent to Stancer, including, for each Direct Debit, the reference number for the transaction, the IBAN of the account debited, the amount of the transaction and the description of the direct debit.

The User Area shall state whether the Direct Debits have been honoured by the relevant Payers.

8.6 Refund by the Client to the Payer

The Client may refund, under the conditions agreed between the Client and the Payer, all or part of a payment transaction received from the Payer by Direct Debit. In such a case, the refund shall be made from the Client's Stancer Account and must be initiated by the Client from their User Area, using their Identifiers.

Refund requests initiated by the Client will be fulfilled by Stancer only if sufficient funds are available in the Stancer Account.

ARTICLE 9 OPERATION OF THE TRANSFER RECEIVING SERVICE

9.1 Receiving Transfers into the Stancer Account

The Client expressly authorises Stancer to receive payment transactions on their Stancer Account by means of Transfers from account(s) opened in the name of one or more Payers.

9.2 Refunding the Payer

The Client may refund, under the conditions agreed between the Client and the Payer, all or part of a payment transaction received from the Payer. In such a case, the refund shall be made from the Client's Stancer Account and must be initiated by the Client from their User Area.

Refund requests initiated by the Client will be fulfilled by Stancer only if sufficient funds are available in the Stancer Account.

ARTICLE 10 RELEASE OF THE FUNDS TO THE CLIENT'S STANCER ACCOUNT

10.1 Release of the funds subject to the payment(s) clearing

The crediting to the Client's Stancer Account of the funds that correspond (i) to the Direct Debit payments and/or (ii) to the Card-based payment transactions and/or (iii) to the Transfers received from the Payers (the "**Funds**") is contingent on the actual receipt by Stancer of the Funds, from which shall be deducted the fees listed in the Pricing Conditions (the "**Net Amount**").

The Client expressly agrees that Stancer shall deduct the fees owed to it by the Client before transferring to the Client the amount of the payment transactions for which they are the beneficiary.

Absent receipt of the Funds due to technical reasons, Stancer shall use its best efforts to finalise the transaction as soon as possible. Absent receipt of the Funds for any other reason, Stancer shall inform the Client as soon as possible of the impossibility of crediting the Stancer Account for the expected amount, so that the Client can contact the Payer.

10.2 Time-limit for the release of the Funds

The Net Amount shall be paid over to the Client on the Bank Account no later than seven (7) working days as from the date of receipt of the Funds by Stancer.

As an exception to the above provision, the Client may ask to receive the Net Amount on their Bank Account within a time-limit of less than seven (7) working days. In this case, the Client agrees to additional fees being charged to them in accordance with the Pricing Conditions.

10.3 Objection to a payment transaction by the Payer

The Client is informed and acknowledges that:

- (i) the Payer may make a request for reimbursement of a Direct Debit within eight (8) weeks of the date on which the funds were debited from the Payer's account; and
- (ii) in accordance with Article L. 133-24 of the MFC, the Payer may object to an unauthorised or incorrectly executed payment transaction by contacting their payment services provider within thirteen (13) months of the date on which the Payer's account was debited.

In the event that a payment transaction is the subject of a request for reimbursement or is cancelled by the Payer's payment services provider following an objection by the Payer, the Client agrees to Stancer reversing the transaction by debiting the Stancer Account for the corresponding amount.

If there are insufficient funds on the Stancer Account, the Client expressly authorises Stancer to debit the Client's Bank Account automatically for the amount that corresponds to the reversal.

Stancer reserves the right to suspend all payment transactions on the Stancer Account until amounts owed have been reimbursed or debited.

ARTICLE 11 QUALITY AND AVAILABILITY OF THE SERVICES

Stancer undertakes to implement all necessary means to ensure the availability and quality of the Services and the accessibility of the Client's User Area.

However, Stancer reserves the right to suspend the Client's access to the Services and/or to the User Area temporarily, without notice or indemnity:

- (i) in the event of a Force Majeure Event or any other significant event justifying an occasional interruption of access;
- (ii) in the event of a breakdown; and/or
- (iii) in order to make operational updates or changes, including with regard to the servers and accessibility times. In this case, Stancer shall endeavour, to the extent possible, to warn the Client ahead of time of any interruptions that will affect the supply of all or part of the Services.

In these scenarios, Stancer shall inform the Client by e-mail in a timely manner. Stancer's liability may on no account be triggered in the event that access is suspended in the aforementioned cases.

ARTICLE 12 SECURITY

12.1 Preservation of the Identifiers by the Client

The Client shall be solely responsible for the preservation and confidentiality of the Client's Identifiers as well as for the consequences of the voluntary or involuntary disclosure thereof to a third party.

When the Client chooses their Password, Stancer shall check whether the Password is secure enough before accepting it. Stancer shall inform the Client of the parameters to be respected in order for the Password to be deemed sufficiently secure.

The Client undertakes to use a Password that is different from the passwords that the Client already uses in information systems other than that of Stancer. The Client undertakes to change their Password regularly. Stancer shall oblige the Client to make this change at least once a year.

If the Client believes their Password to be compromised, the Client must immediately (i) change the Password, if possible, and (ii) inform Stancer of this under the conditions provided for in Article 12.2 below.

12.2 Notification in the event of theft, loss, misuse or unauthorised use of the Identifiers or the User Area

The Client shall inform Stancer as soon as the Client becomes aware of the loss or theft or any compromise of the confidentiality of the Client's Identifiers or of the misuse or of any unauthorised use of the Client's User Area or of the Client's Identifiers by a third party.

Notices shall be sent using a specific contact form that is available in the Client's User Area.

If Stancer detects suspicious use of the Client's Identifiers or in the event of suspected fraud, Stancer may, at any time, at its sole discretion and without notice, suspend the Client's access to the Client's User Area and/or oblige the Client to modify their Identifiers. In this scenario, Stancer shall inform the Client of this by e-mail in a timely manner.

12.3 Stancer's commitments concerning security

Stancer shall endeavour to protect each Client's Data against all damage, loss, misuse, hacking, disclosure, alteration or destruction. However, the Client acknowledges and accepts that Stancer is only under a best endeavours obligation.

Stancer shall comply with the *Payment Card Industry Data Security Standard (PCI DSS)* and has received PCI DSS certification.

All the Data shall be stored in accordance with the Applicable Regulations and under the responsibility of Stancer, which guarantees the integrity thereof.

Data processing carried out within the framework of this Agreement is governed by the terms and conditions set out in Article 18 below and in Appendix 2.

ARTICLE 13 STATEMENTS OF TRANSACTIONS AND FEES

13.1 Consultation of the Stancer Account balance and monthly statements

The Client may consult the list of the payment transactions executed on the Stancer Account and the associated fees in the Client's User Area. The Client is encouraged to consult this list regularly, in order to be in a position to detect, as necessary, any abnormal transactions on the Stancer Account.

Stancer undertakes to send the Client, at least once a month, a statement that contains, in particular, the following information concerning the transactions executed during the period elapsed:

- (i) the reference that enables the Client to identify the payment transaction;
- (ii) the amount of the payment transaction; and
- (iii) the amount of all the fees applied to the payment transaction, the amount of the service fee paid by the Client and, with regard to Card-based payment transactions, the amount of the interchange fee.

Said statement shall be available in the Client's User Area and can be downloaded to a durable medium.

With regard to Card-based payment transactions, the Client may ask for said information on the transactions executed to be aggregated by Brand, by payment application, by Category of Card and by the interchange fee rate that is applicable to the payment transaction.

The Client undertakes to take personal responsibility for all commercial or other disputes, and/or the financial consequences thereof, which may arise with Payers concerning goods and services, contributions or donations that were paid for by Card, by Transfer or by Direct Debit in accordance with the conditions of the Agreement.

13.2 Annual statement of fees

Stancer undertakes to provide to the Client, in January of each year, an annual statement that summarises, for the previous calendar year, the fees charged by Stancer and that shows, for each Service, the sub-total of the fees charged. Said annual statement shall be available in the Client's User Area and may be downloaded to a durable medium.

ARTICLE 14 CLIENT SERVICE DEPARTMENT AND PROCESSING OF CLAIMS

For all technical, administrative or commercial issues, or for all claims in connection with the use of the Services, the Client may contact the Stancer client service department directly from the Client's User Area or by e-mail to the address provided in the User Area.

With regard to Card-based payment transactions, all claims by the Client must be substantiated and made in writing to Stancer, within a maximum of six (6) months as from the date of the disputed transaction, under penalty of lapse of rights. As an exception, if the Stancer Account is debited as a result of an objection by the Payer, said time-limit shall be reduced to fifteen (15) calendar days as from the date on which the Stancer Account is debited.

In the event of a claim, Stancer shall use its best efforts in order to provide a response to the Client within a maximum of fifteen (15) working days as from the receipt of the claim. In exceptional situations, if a response cannot be provided within fifteen (15) working days for reasons that are beyond Stancer's control, Stancer shall send a holding response that clearly explains the reasons for the additional time that is necessary in order to respond to the claim and that states the deadline by which the Client shall receive a definitive response. In any event, the Client shall receive a definitive response at the latest within thirty-five (35) working days after receipt of the claim.

The Client is informed that there is no extrajudicial dispute resolution body that has jurisdiction over disputes that may arise between Stancer and the Client concerning the application of the regulations on payment services.

ARTICLE 15 AML-CFT

In accordance with the applicable regulations, in particular Articles L. 561-2 et seq. of the MFC, Stancer is required to identify and check the identity of the Client as well as, where applicable, of the Client's beneficial owner. Stancer is also required to collect certain information concerning the purpose and the nature of the business relationship with the Client, including, as applicable, information concerning the origin, the purpose and the destination of the funds that are received or transferred by the Client using the Services.

In addition to the supporting documents that must be provided by the Client when subscribing to the Services in accordance with Article 4 above, Stancer reserves the right to ask the Client, at any time, for any additional documents or information enabling Stancer to carry out the verifications necessary to comply with its regulatory obligations with regard to AML/CFT.

Stancer reserves the right to suspend the supply of all or part of the Services until the information and/or documents requested have been provided to it. If the Client does not provide Stancer with the documents and/or information requested within seven (7) business days as from the request, Stancer may terminate the Agreement without notice in accordance with Article 21 below.

ARTICLE 16 DORMANT STANCER ACCOUNTS

If the Stancer Account is deemed to be dormant within the meaning of Article L. 312-19 of the MFC, Stancer shall notify this, using any means at its disposal, to the Client, the Client's legal representative, the person empowered by the Client or, as applicable, the Client's beneficiaries who are known to Stancer. This information shall be provided annually.

The amount and the conditions governing the collection of the fees applied to dormant accounts are stated in the Pricing Conditions.

If the Stancer Account is deemed to be dormant within the meaning of the law, the amounts that are credited to it shall obligatorily be deposited by Stancer with the French Caisse des Dépôts et Consignations upon expiration of a time-limit of ten years as from the later of (i) the date of the last transaction on the Stancer Account or (ii) the date on which Stancer last heard from the Client, the Client's representative or the Client's agent. Said time-limit shall be reduced to three years as from the date of the Client's death, if no beneficiary has informed Stancer of their intention to assert their rights to the deceased's assets.

ARTICLE 17 PROFESSIONAL SECRECY

In accordance with the applicable regulations, Stancer, in its capacity as a payment institution that is accredited by the ACPR, as well as its officers and employees, are bound by professional secrecy.

The Client acknowledges that this secrecy may be waived in the cases provided for by the law, in particular in order to respond to requests made by the ACPR, the customs or tax administrations, and by the judicial authority when acting in criminal proceedings.

The Client expressly authorises Stancer to store, as applicable, secret or confidential data concerning the Client, as well as the Client's officers and employees, and to disclose said data to the entities that are involved in the functioning of the Card Scheme(s), for the sole purposes of processing the payment transactions, preventing fraud and processing claims, whether made by Payers or by other persons or entities.

ARTICLE 18 PROCESSING OF PERSONAL DATA

- 18.1 For the performance and administration of this Agreement, the Parties may gather, collect and/or have access to Personal Data. The Parties undertake to ensure that Personal Data processing is carried out pursuant to Personal Data Protection Legislation. The processing covered by this clause shall be carried out by the Parties in their capacity as Data Controller within the meaning of the GDPR. The Parties shall in no way be considered as joint data controllers

- or as data processors vis-à-vis each other in respect of the processing under consideration in this clause. Processing that is subcontracted shall be defined by the Personal Data Processing Agreement in Appendix 2 to this Agreement.
- 18.2 For the purposes of performance of the Agreement, the only processing to be subcontracted shall be processing whose purpose is to execute Stancer payment instructions on behalf of the Client. These instructions shall be governed by the Personal Data Processing Agreement in Appendix 2 to this Agreement.
- 18.3 All other processing carried out by the Parties for the purposes of the management and execution of the Agreement covered by this clause shall be carried out by the Parties in the capacity of Data Controller within the meaning of GDPR. The Parties shall in no way be considered as joint data controllers or as data processors vis-à-vis each other in respect of the processing under consideration in this clause
- 18.4 For processing undertaken for the purposes of this Agreement, each Party undertakes as follows:
- i) not to dispose of said Personal Data or make any use thereof whatsoever other than that specified in the Agreement except where permitted by Personal Data Protection Legislation or where the Party in question has obtained the express prior agreement of the Data Subjects;
 - ii) to comply with the Payment Card Industry Data Security Standard (PCI DSS) where this applies.
- 18.5 The Parties shall exchange the Personal Data of their employees for the purposes of entering into, managing and/or executing the Agreement (including making the User Area available).
- 18.6 Pursuant to Personal Data Protection Legislation, the Client shall authorise Stancer to conduct loyalty, prospecting, survey, and promotional campaigns targeting the contact attached to the Client.
- 18.7 Stancer shall also act in the capacity of Data Controller in the following cases:
- 18.7.1 when it provides the Services, including in the determination of the third parties to be used. In this respect, Stancer may supply Payer payment data to legitimate recipients, including but not limited to companies within the Iliad Group, Stancer sub-contractors, banks, providers of means of payment, payment services providers (including Issuers and consortia pertaining to any payment instrument), third-party service providers providing services or assistance to Stancer, credit institutions, competent authorities and the financial institutions specified in article L. 518-1 of the French Monetary and Financial Code;
 - 18.7.2 to evaluate and improve its services and develop new ones;
 - 18.7.3 for the purposes of improving security and/or fraud detection and prevention where Stancer, the Client, other clients of Stancer and/or Stancer's financial partners may be targeted;
 - 18.7.4 for the purposes of performing the IBAN verification service to mitigate fraud and improve security.

ARTICLE 19 EFFECTIVE DATE AND TERM OF THE AGREEMENT

The Agreement shall become effective between Stancer and the Client for an indefinite period of time from the date on which the Client accepts the General Conditions. The Agreement shall come to an end when it is terminated at the initiative of the Client or Stancer in accordance with the conditions set out in Article 21 below.

ARTICLE 20 SUSPENSION OF THE SERVICES

20.1 Cases of suspension applicable to all Services

Stancer may, at its sole discretion, without notice and at any time, suspend access to the Services without the Client being entitled to any compensation:

- (i) in the event that the Client commits an act that could compromise the security of Stancer's information systems; and/or
- (ii) in the event that the Client uses the Services or the Data related thereto for fraudulent or illegal purposes or in a fraudulent or illegal manner; and/or
- (iii) in the event that the Client diverts the Services from their intended purpose; and/or
- (iv) in the event that the Client fails to perform any of their obligations under the collateral agreement referred to in Article 4.3 of the Agreement.

Said suspension shall be notified by any means and must be substantiated. The effect thereof shall be immediate.

20.2 Cases of suspension applicable to the Acquiring Service

In addition to the case of suspension referred to in Article 7.10 above, Stancer may suspend the Client's acceptance of Cards bearing certain Brands for security reasons, without prior notice and subject to the completion of the transactions in progress, without the Client being entitled to claim any compensation.

Said suspension shall be notified by any means and must be substantiated. The effect thereof shall be immediate.

Suspension may be decided due to, in particular:

- (i) one or more breach(es) of the obligations provided for by the Agreement and, in particular, of the security requirements, which is/are revealed following the audit procedure referred to in Article (ix) above;
- (ii) a major risk of malfunction of the Acceptance System;
- (iii) participation in fraudulent activities, in particular abnormal use of lost, stolen or counterfeit Cards;
- (iv) repeated and unsubstantiated refusal to accept the Brand(s) and/or Category/ies of Card that the Client chose to accept or that the Client must accept;
- (v) repeated complaints by other members or partners of a Card Scheme that could not be resolved within a reasonable time-limit;
- (vi) a deliberate or unsubstantiated delay in providing supporting documents; and/or
- (vii) aggravated risk due to the Client's activities.

20.3 Consequences of the suspension

In the event of suspension, the Client undertakes to return to Stancer, where applicable, the technical and security devices (including, where applicable, the Electronic Equipment) and documents in their possession that are the property of Stancer. The Client also undertakes to immediately remove from their Point of Acceptance any sign indicating they accept the Cards in question, unless they have entered into one or more other acceptance agreements with one or more other acquirers for the same Card Brand(s).

The suspension period may extend over a minimum period of six (6) months, which is renewable. Upon expiration of said time-limit, the Client may ask Stancer to resume performance of this Agreement or enter into a new agreement with another payment services provider of the Client's choice.

In the event of suspension, Stancer and the Client shall have the possibility of terminating the Agreement without notice by following the procedure provided for in Article 21 below.

ARTICLE 21 TERMINATION OF THE AGREEMENT

21.1 Termination at the initiative of the Client

The Client may terminate the Agreement at any time subject to prior notice of one (1) month, solely via their User Area.

Termination of the Agreement by the Client shall entail the termination of all the Services provided by Stancer under the Agreement.

21.2 Termination at the initiative of Stancer

Stancer may terminate the Agreement at any time subject to prior notice of one (1) month, by means of notification sent to the Client on a durable medium.

Termination of the Agreement by Stancer shall entail the termination of all the Services provided by Stancer under the Agreement.

Notwithstanding the foregoing, Stancer reserves the right to stop providing the Services to the Client and to terminate the Agreement as of right and without notice (i) in the event that the Client fails to perform their obligations under the Agreement, (ii) in the event of any misuse of the Services, (iii) for any reason related to AML/CFT, (iv) in the event that the collateral agreement referred to in Article 4.3 of the Agreement is terminated, null and void or unenforceable or (v) in the event that the Client fails to perform any of their obligations under the collateral agreement referred to in Article 4.3 of the Agreement. In the event of the immediate termination of the Agreement, Stancer shall inform the Client thereof on a durable medium.

21.3 Consequences of the termination

The termination of the Agreement shall automatically lead to the closure of the Stancer Account and of the User Area, subject to the completion of the transactions in progress.

The amounts credited to the Stancer Account shall be returned to the Client within seven (7) working days from the closure of the Stancer Account.

The Client expressly authorises Stancer to debit the Client's Bank Account automatically for all amounts that are owed to Payers in respect of claims that may be filed after the Stancer Account is closed.

In the event of termination of the Agreement, the Client shall return to Stancer all technical and security devices (including, where applicable, the Electronic Equipment and all related accessories), the Acceptance System and all documents owned by Stancer in its possession, within no more than fifteen (15) days after the end of the Agreement, by registered post to the address specified for this purpose in its User Area.

If the Electronic Equipment is not returned within the stipulated time-limit or is not returned in full or is in poor working condition or in the event of damage that is attributable to the Client, Stancer shall invoice the Client the flat-rate indemnity that is mentioned in the Pricing Conditions.

Except in the event that the Client has entered into other acceptance agreements with one or more other acquirers, the Client undertakes to withdraw immediately from the Client's Point of Acceptance and the Client's communication media all signs of acceptance of the Cards, or Brands of the relevant Card Schemes.

ARTICLE 22 LIABILITY OF THE PARTIES

22.1 Stancer's liability

Stancer is under a best endeavours obligation and undertakes to use its best efforts to guarantee the general proper functioning of the Services.

Stancer shall not be held liable:

- (i) in the event of any inadvertent transmission of viruses or any other harmful elements, it being understood that the Client is responsible for protecting their equipment and software from such viruses or other harmful elements;
- (ii) in the event of any malicious intrusion by third parties on the Internet and/or on the API and/or on the Client's User Area;
- (iii) in the event of misappropriation of Identifiers and, more generally, of any information deemed to be sensitive for the Client and which might, for example, be used fraudulently by a third party;
- (iv) in the event of any damage resulting from the Client's failure to comply with the recommendations issued by Stancer with respect to use of the Services;
- (v) in the event of any damage resulting from the Client's failure to comply with their obligations with regard to Stancer;
- (vi) in the event of any work carried out by the Client on the Electronic Equipment;
- (vii) in the event of any use of the Services resulting from the disclosure, loss or theft of the Identifiers, and more generally, any use of the Services by an unauthorised person;
- (viii) in the event of a dispute linked to the underlying relationship that exists between the Client and the Payer, in particular in the event of failure by the Client to fulfil the Client's contractual obligations with regard to the Payer;
- (ix) in the event of the loss of the Client's Data.
- (x) in the event of any damage resulting from an act or omission of a third party; and/or
- (xi) in the event of the occurrence of a Force Majeure Event as defined in Article 28 hereof.

Stancer can only be held liable if it is proven to be at fault.

Stancer's liability is limited to direct physical damage, to the exclusion of any indirect and/or intangible damage and, in particular, any loss of turnover, profit, operations, clientele, commercial loss, economic loss or other loss of income, action by a third party, commercial disruption of any kind, damage to the reputation, renown or brand image, suffered by the Client in connection with the use of the Services.

To take into account the respective obligations of the Parties and the attractiveness of Stancer's pricing, Stancer's liability for physical and/or direct damage suffered by the Client in connection with the performance or termination of the Agreement, regardless of the

cause, shall be limited, for all damage suffered, to the amount of the fees and commissions paid by the Client for the Services in the last two (2) months prior to the occurrence of the event.

22.2 The Client's liability

The Client alone shall be liable for how they use the Services and the information that is present on the User Area, as well as for any damage that is suffered by the Client's computer and for any loss of Data as a result of browsing the User Area.

ARTICLE 23 AMENDMENT OF THE AGREEMENT

Stancer reserves the possibility of amending all or part of the Agreement at any time.

With respect to the Acquiring Service, Stancer may, in particular, make amendments relating to the acceptability of new Cards or revoke the acceptability of certain Cards.

Stancer shall notify all draft amendments to the Agreement to the Client on a durable medium, at the latest one (1) month before the date of application proposed for the entry into force thereof. As an exception, as regards the Acquiring Service, this period of one (1) month may be reduced to five (5) calendar days when Stancer or the relevant Card Scheme observes abnormal use of lost, stolen or counterfeit Cards. As a further exception, this period of one (1) month may be reduced to fifteen (15) calendar days when the amendments only concern the Pricing Conditions.

The Client shall be deemed to have accepted the proposed amendments if they have not informed Stancer that they do not accept them prior to the proposed date for the entry into force thereof.

If the Client refuses the amendments, the Client may terminate the Agreement, at no expense, before the proposed date of entry into effect of the amendments, in the manners described in Article 21 above.

Stancer may not, under any circumstances, be held liable for any loss, on any basis whatsoever, in connection with the amendment of the Agreement, if the Client does not terminate the Agreement and continues to use the Services after the date of entry into force of the amendments.

ARTICLE 24 INTELLECTUAL PROPERTY

The Parties expressly agree that Stancer and/or its suppliers shall at all times remain the full owner(s) of Stancer's equipment and that no title is transferred to the Client in respect of any of the elements of the Services, of the API, of Stancer's tools and equipment made available to the Client under the Agreement, including the Electronic Equipment and the elements providing access to the Services, as well as their software and documentation, booklets and technical instructions provided to the Client. Accordingly, the Client undertakes not to dispose of or permit any act whatsoever that is contrary to the title or licence rights of Stancer and/or its suppliers.

Whenever software is required for the Client to use Stancer's equipment, Stancer grants the Client a personal, non-exclusive and non-transferable right to use such software for the Client's own purposes only. This right is granted for the term of the Agreement. The Client shall refrain from adapting, modifying, duplicating or reproducing such software, regardless of its nature, as well as from installing it on other equipment and, in general, the Client shall refrain from any act that would infringe the rights of Stancer and/or its suppliers. Failure to return the software at the end of the Agreement shall be deemed unlawful use under intellectual property law and may constitute an act of infringement.

The Client agrees not to remove the "Stancer" trademark from any item provided or made available by Stancer, such as software, documents, or advertising banners.

The Client authorises Stancer to use their name and logo for marketing and promotional purposes, to the exclusion of any other use, on any medium and worldwide.

ARTICLE 25 SEVERABILITY

In the event that one or more provisions of the Agreement are held to be invalid or declared as such in application of a law or regulation or following a final decision of a court that has jurisdiction, the other provisions shall retain their full force and scope.

ARTICLE 26 NO WAIVER

Any failure by Stancer to invoke a breach by the Client of any of their obligations under the Agreement or the provisions thereof shall not be construed in the future as a waiver of the obligation or provision in question.

ARTICLE 27 AGREEMENT REGARDING WHAT CONSTITUTES PROOF

The Parties acknowledge that, under the conditions laid down in Article 1366 of the French Civil Code (*Code civil*), e-mails and messages received by fax have the same probative value as written documents on paper. Consequently, e-mails and messages received electronically shall be kept by the Parties in such conditions as to avoid any alteration of their form or content so as to constitute reliable copies.

ARTICLE 28 FORCE MAJEURE

The Parties shall not be liable for any damage, delay, non-performance or partial performance of their respective obligations under the Agreement resulting from a Force Majeure Event.

The obligations of the Party affected by the Force Majeure Event shall be suspended without incurring any liability whatsoever.

If a Force Majeure Event impedes one of the Parties from performing a material obligation under the Agreement for a period of more than five (5) consecutive working days, the Parties shall consult each other to reach a satisfactory solution. If no agreement on such a solution is reached within fourteen (14) working days following the expiry of the period of five (5) working days, either Party may terminate the Agreement, by registered letter with return receipt, without compensation due to either Party. Notwithstanding Article 21 above, termination will take place on the date on which the registered letter is received. However, the stipulations of Article 21.3 above shall continue to apply.

ARTICLE 29 ADDRESS FOR SERVICE

For the purposes hereof, the Parties choose their respective registered offices as their addresses for service.

ARTICLE 30 LANGUAGES – GOVERNING LAW – CHOICE OF FORUM

The Agreement is drawn up in French, which shall be the sole language of communication between Stancer and the Client.

The Agreement is governed by French law.

As the Client is acting in a professional capacity, the Parties expressly agree that the provisions of Articles L. 133-2 and L. 314-5 of the French Monetary and Financial Code shall not apply to this Agreement, with the exception of paragraph III of Article L. 314-7 and paragraph I of Article L. 314-13 of the same Code.

Stancer and the Client shall do everything within their power in order to resolve amicably any dispute that may arise with regard to the construction, the performance and/or the termination of the Agreement. Failing such amicable resolution, said dispute shall be subject to the exclusive jurisdiction of the competent courts within the territorial jurisdiction of the Paris Court of Appeal, including where such dispute involves a claim brought during the course of proceedings, a third-party claim for indemnity, impleader, or multiple defendants.

APPENDIX 1

WITHDRAWAL FORM IN THE EVENT OF BANK OR FINANCIAL SOLICITATION

FORM CONCERNING THE WITHDRAWAL PERIOD PROVIDED FOR BY ARTICLE L. 341-16 OF THE FRENCH MONETARY AND FINANCIAL CODE

The form should be returned at the latest fourteen (14) calendar days after the date on which the Agreement was entered into (as defined below), by registered letter with return receipt, to:

Stancer
16 rue de la Ville l'Évêque
75008 Paris

Description of the agreement: general conditions of use for the payment services (the “**Agreement**”).

In accordance with Article L. 341-16 of the French Monetary and Financial Code, the right of withdrawal may be exercised within a time-limit of fourteen (14) calendar days as from the date on which the Agreement was entered into or as from the receipt of the contractual terms and conditions, if the latter date is later.

This withdrawal shall only be valid if it is sent before the expiration of the time-limit of 14 calendar days provided for in Article L. 341-16 of the French Monetary and Financial Code, and provided that it is legible and has been completed correctly.

I, the undersigned _____, [duly empowered to represent [name of company]] (hereinafter the “**Merchant**”), declare that I hereby exercise the Merchant’s right of withdrawal and withdraw from the Agreement entered into on _____ with Stancer, the registered office of which is located at 16 rue de la Ville l'Évêque, 75008 Paris, France for the supply of payment transaction acquiring services and the execution of payment transactions that are linked to a payment account.

Executed in _____

On _____

Signature of the Client _____

APPENDIX 2

PERSONAL DATA PROCESSING AGREEMENT

For the purposes of implementing and performing the Agreement setting out the general terms and conditions of use of the payment services entered into between the Client and Stancer (the "Agreement"), Personal Data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data ("GDPR") may be transferred to and/or accessed by Stancer.

The purpose of this personal data processing agreement (the "DPA") is to define the respective rights and obligations of Stancer and the Client with respect to the personal data processing implemented in the course of use of the Services provided by Stancer.

This DPA forms an integral part of the Agreement and applies solely to the services covered by the Agreement for which the Client acts in the capacity of Data Controller within the meaning of the GDPR for Personal Data and Stancer acts in the capacity of Data Processor within the meaning of the GDPR.

The Client has ascertained, on the basis of the information provided by Stancer and other information at its disposal, that Stancer presents sufficient guarantees, in particular in terms of experience, resources, capacities and reliability, in order to implement the technical and organisational measures necessary to ensure that the Processing of Personal Data provided for in the Agreement is carried out in accordance with the Data Protection Regulations.

ARTICLE 1 DEFINITIONS

In addition to the terms and expressions defined in this DPA, the terms "**International Organisation**" and "**Data Protection Officer**" shall have the same meaning as given to them in the GDPR. In addition, the following words and expressions shall have the following meanings, whether used in the singular or plural form:

"**Personal Data**" means any information relating to a natural person who is directly or indirectly identified or can be directly or indirectly identified, in particular through an identifier, such as a name, an identification number, location data, an online identifier, or one or more elements specific to their physical, physiological, genetic, mental, economic, cultural or social identity, which may be provided or made available in the context of the performance of the Agreement;

"**Security Measures**" means the security measures provided for in the Data Protection Regulations and any other obligations under the Data Protection Regulations aimed at ensuring the security and confidentiality of Personal Data, including the activities to be carried out in the event of a Personal Data Breach, in particular in order to avoid or reduce the adverse effects of the Personal Data Breach on the Data Subjects;

"**Agent**" refers to the employees, authorised persons or any other natural person authorised to carry out Processing operations on Personal Data provided or made available by the Processor and/or any Sub-Processors;

"**Data Subject**" means the identified or identifiable natural persons to which the Personal Data relate;

"**Data Protection Regulations**" refers to the GDPR, French Act no. 78-17 of 6 January 1978 on Information Technology, Data and Civil Liberties (*Loi Informatique et Libertés*), and any successive amendments thereto ("**French Data Protection Act**"), Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, as well as any and all laws, regulations, guidelines, opinions, certifications, approvals, recommendations or final court decisions relating to the protection of personal data applicable to the Processing of Personal Data, already in force or which may come into force during the term of this DPA, and of any other competent authority. In the event of any inconsistency between the French Data Protection Act, the GDPR and/or the measures adopted by the competent authorities in the implementation thereof, the provisions of the French Data Protection Act and the measures adopted for its implementation shall prevail until 24 May 2018, and the provisions of the GDPR and the measures adopted for its implementation shall prevail as from 25 May 2018;

"**Processing**" means the processing of Personal Data within the meaning of the GDPR, which has been entrusted to the Processor within the framework of the Agreement and of this DPA.

"**Personal Data Breach**" means a security incident resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data transmitted, stored, or otherwise processed.

ARTICLE 2 PROCESSING SUBJECT TO SUBCONTRACTING

2.1 The Processing carried out by Stancer for the purposes of this DPA shall cover solely the categories of Personal Data and the categories of Data Subject defined by the Data Controller and under its responsibility, as defined in the Appendix "Description of Processing Operations and Security Measures".

2.2 The Client undertakes to provide the Processor with the data referred to in this DPA for the purposes of performing the Agreement.

ARTICLE 3 NATURE, PURPOSES AND METHODS OF THE PROCESSING

Stancer, as Processor, undertakes, at its own expense, to:

- a) process the Personal Data for the purpose of executing the Agreement within the limits and in accordance with the terms and conditions set forth in the Agreement, this DPA (including the Appendix) and the Data Protection Regulations;
- b) comply with the written instructions given by the Data Controller and to notify the Data Controller if it considers that any instruction infringes the Data Protection Regulations;
- c) process such Personal Data as is strictly necessary to perform the Agreement;
- d) process the Personal Data in a lawful manner, in accordance with the Agreement and this DPA, as well as with the requirements set out in the Data Protection Regulations;
- e) wherever possible, inform the Data Controller of any demand to modify, update, correct or delete Personal Data and undertakes to update, modify, correct or delete such data at the Data Controller's request;
- f) assist and collaborate with the Data Controller in the event of any request from the competent authorities or Data Subjects and with a view to complying with the obligations arising from the Data Protection Regulations;
- g) provide the Data Controller with all the information in its possession that is necessary in connection with the performance of the Agreement to demonstrate compliance with the obligations set out in the Data Protection Regulations;
- h) keep a record of all categories of activities relating to the Processing of Personal Data carried out on behalf of the Data Controller.

ARTICLE 4 DATA CONTROLLER OBLIGATIONS

4.1 The Data Controller shall bear sole liability for the Personal Data for the purposes specified in the Appendix.

4.2 Any collection, processing, transmission, dissemination or representation of information or Personal Data via the Services by the Data Controller, in its capacity as Data Controller, shall be carried out under the Data Controller's sole and entire responsibility and in strict compliance with applicable Data Protection Regulations.

4.3 The Data Controller undertakes, in particular, to:

- a) provide information to the Data Subjects concerned by Processing operations at the time Personal Data is collected;
- b) provide the Processor with documented instructions on how to process Personal Data. The Parties hereby agree that the Agreement and this DPA constitute the full, documented Client instructions with regard to the Processing being subcontracted;
- c) keep a register of processing activities mentioning the Processor for the relevant processing activities;
- d) carry out impact analyses or have them carried out under their responsibility, and as necessary, consult the competent supervising authority, when the envisaged Processing is likely to generate a high risk for the rights and freedoms of Data Subjects;
- e) determine the retention period, as well as the methods for archiving and erasing the Personal Data being processed;
- f) determine and apply technical and organisational measures related to the protection, security, and confidentiality of processed Personal Data; implement an internal procedure to identify and address Personal Data Breaches requiring notification to the relevant supervisory authority and/or Data Subjects;

ARTICLE 5 OBLIGATIONS RELATING TO AGENTS

5.1 Stancer undertakes to ensure that the Agents have access only to such Personal Data as is strictly necessary for the performance of the Agreement or for the fulfilment of legal obligations, and that, in all cases, the Agents Process such Personal Data solely in accordance with the terms and conditions of this DPA, the Agreement, and the applicable Data Protection Regulations.

5.2 Furthermore, Stancer undertakes to only allow the Processing of Personal Data to be carried out by Agents who:

- a) are capable, by virtue of their experience, skills and training, of ensuring compliance with the Data Protection Regulations and who must have access to such data in order to perform the Agreement;
- b) are bound to observe strict obligations of confidentiality during the Processing of Personal Data and to scrupulously ensure that the Agents carry out the instructions received and the obligations imposed upon them.

5.3 Stancer undertakes to set up physical, technical and organisational measures to ensure that:

- a) each Agent may have access only to the Personal Data that may be Processed in accordance with the authorisation granted to the Agent;
- b) any Processing of Personal Data constituting a breach of this DPA, the Agreement and/or the Data Protection Regulations is promptly identified and reported to the Data Controller, including in accordance with the procedure and within the time limits referred to in article 8 in the event of a Personal Data Breach; and
- c) on termination of the Agreement or the assignment entrusted to the Agent, the Data Processor shall immediately cease Processing the Personal Data in compliance with any applicable legal requirements.

ARTICLE 6 SUB-PROCESSORS

6.1 The Data Controller grants the Processor a general authorisation to subcontract part of its obligations under this DPA to another Sub-Processor. The Processor may use another processor ("**Sub-processor**") only for the purpose of having specific Processing activities carried out.

6.2 In the event that Stancer retains a Sub-Processor, Stancer shall ensure that each Sub-Processor provides adequate safeguards in accordance with the Data Protection Regulations with respect to the technical and organisational measures adopted for the Processing of Personal Data and shall ensure that each Sub-Processor immediately ceases the Processing of Personal Data if such safeguards are not provided. In the event that a Sub-Processor fails to comply with its obligations regarding the protection of Personal Data, Stancer shall remain fully responsible to the Data Controller for the Sub-Processor's performance of its obligations.

6.3 Stancer shall ensure that each Sub-Processor is bound by adequate confidentiality obligations and that the Sub-Processor undertakes to comply at least with the obligations set out in this DPA on behalf of and as instructed by the Data Controller through a written agreement which is similar in content to the Data Processing Agreement.

ARTICLE 7 SECURITY MEASURES

7.1 Stancer undertakes to assist the Data Controller in ensuring compliance with its security obligations under Article 32 to 36 of the GDPR, in light of the nature of the processing and the information at its disposal.

7.2 In particular, Stancer undertakes to:

- a) implement all appropriate Security Measures detailed in the Appendix;
- b) send, at the Data Controller's request, any information relating, in particular, to the physical, organisational and technical measures implemented in connection with the Services for the Personal Data Processing by Stancer and its Sub-Processors, if any, as well as any other additional information that may be reasonably requested by the Data Controller in relation to the physical, technical and organisational measures implemented in connection with the Personal Data Processing.

ARTICLE 8 BREACH OF PERSONAL DATA

In the event of a Personal Data Breach, Stancer shall:

- a) promptly notify the Data Controller after becoming aware thereof, by means of a written notification and provide them with the relevant information so as to enable them, if necessary, to notify the competent supervisory authority of the breach; and
- b) in collaboration with the Data Controller, take immediately and, in any case, without undue delay, any measure that may be necessary to minimise risks to Personal Data and to mitigate potential adverse effects, as well as contribute within the scope of the Services to determining the cause of the breach.

ARTICLE 9 RIGHTS OF DATA SUBJECTS

Stancer undertakes to cooperate with the Data Controller to a reasonable extent in order to ensure that the requests for the exercise of the rights of the Data Subjects provided for by the Data Protection Regulations are met within the time limits and in accordance with the procedures laid down by law. In this respect, Stancer undertakes to notify the Data Controller of any requests for the exercise of rights made by the Data Subjects.

ARTICLE 10 TRANSFER OF PERSONAL DATA OUTSIDE THE EUROPEAN ECONOMIC AREA

If, for the purposes of performance of the Agreement, Stancer has to transfer Personal Data to a third party located outside the European Economic Area, it shall, at its discretion, ensure that:

- (i) the transfer is to a third country with an adequacy decision under Article 45 of Regulation (EU) 2016/679 which covers the onward transfer;
- (ii) the third party otherwise provides appropriate safeguards in accordance with Articles 46 or 47 of Regulation (EU) 2016/679 in respect of the relevant processing;
- (iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or
- (iv) the onward transfer is necessary to protect the vital interests of the data subject or another natural person.

ARTICLE 11 AUDITS

11.1 Stancer undertakes to provide the Data Controller, upon request, with any document reasonably necessary to ensure that it complies with the obligations arising from this DPA.

11.2 Stancer acknowledges that the Data Controller may, subject to prior written notification to Stancer within 30 days and at its own expense and no more than once a year, cause the organisational, technical and security measures implemented by Stancer in connection with the Personal Data Processing for the sole performance of the Services, to be assessed by a trusted third party, which is recognised as an auditor independent of the Parties and appointed by Stancer. Such assessment shall be carried out under the conditions to be defined by Stancer and the Data Controller and insofar as is necessary to maintain the Services and the confidentiality and security of Stancer's other Data Controllers. The Data Controller shall bear the costs of the audit.

ARTICLE 12 TERMINATION OF THE AGREEMENT

Upon termination of the Agreement for any reason whatsoever, Stancer shall immediately cease all Processing of Personal Data and delete the Personal Data and any copies thereof, unless the Personal Data is required to be retained by applicable law, in which case such retention shall only be within the limits strictly provided for by such law. Therefore, the Data Controller shall be responsible, within the scope of the Services, for ensuring that its Personal Data is retained prior to the termination of the Agreement.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 This DPA is governed by French law. The courts within the territorial jurisdiction of the Paris Court of Appeal shall have exclusive jurisdiction over any dispute arising out of or in connection with this DPA.

13.2 Amendments to this DPA shall be valid only if they are made in writing and signed by the authorised representatives of the Data Controller and the Processor.

13.3 This DPA may not be assigned to any third party without the Controller's prior written consent.

13.4 In the event of any inconsistency between this DPA and the other provisions of the Agreement, this DPA shall prevail with respect to matters relating to the Processing of Personal Data.

APPENDIX: DESCRIPTION OF PROCESSING OPERATIONS AND SAFETY MEASURES

This Appendix forms an integral part of the DPA.

Description of Processing operations

Nature of the operations carried out on the Personal Data	Collecting, recording, storing, modifying, using, communicating, deleting, etc.
Categories of Data Subjects	Payer (as defined in the Agreement)
Personal Data Processed	<ul style="list-style-type: none"> - Identification data - Information pertaining to the means of payment and the transaction carried out
Purpose of the Processing	Execution of payment instructions on behalf of the Client
Duration of Processing	Term of performance of the Agreement and/or as required by the Applicable Regulations
Place(s) of Processing (including storage of Personal Data)	Stancer datacentre

Description of Security Measures

Measures	Details
Physical and material security measures	Controls carried out to ensure Stancer's compliance with PCI-DSS standards
Logical security measures	Controls carried out to ensure Stancer's compliance with PCI-DSS standards
Security measures for computer channels	Controls carried out to ensure Stancer's compliance with PCI-DSS standards
Measures to ensure the confidentiality, encryption, backup and integrity of Personal Data	Controls carried out to ensure Stancer's compliance with PCI-DSS standards
Measures designed to regularly test, analyse and assess the effectiveness of the technical and organisational measures to ensure the security of the Processing	Controls carried out under Stancer's Internal Control Plan, which is mandatory pursuant to its status as a payment institution.

APPENDIX 3

CASH COLLATERAL PLEDGE AGREEMENT TEMPLATE

BETWEEN:

[●], a [legal form] _____ company with share capital of €_____, having its registered office at _____, registered with the _____ Trade and Companies Register under the number _____, represented by _____ in their capacity as _____, duly authorised for the purpose hereof,

hereinafter referred to as the "**Client**", party of the first part,

AND

ILIAD 78, a French simplified joint-stock company (*société par actions simplifiée*) with share capital of €8,852,633.30, having its registered office at 16 rue de la Ville l'Évêque, 75008 Paris, France, registered with the Paris Trade and Companies Register under the number 834 315 673 and accredited by the ACPR as a payment institution under the number 11758,

hereinafter referred to as "**Stancer**", party of the second part.

The Client and Stancer are hereinafter referred to jointly as the "**Parties**" or individually as a "**Party**".

RECITALS:

- A. On [●], the Parties entered into a framework payment services agreement setting out the conditions of use of the payment services provided by Stancer to the Client (the "**Agreement**").
- B. In order to secure payment of all sums that the Client owes or is likely to owe Stancer under the obligations provided for in the Agreement (the "**Secured Obligations**"), and, in particular, any sum that may be owed by the Client to Stancer in respect of disputed or invalid card-based payment transactions and/or any commissions or penalties, the Client has undertaken to establish collateral for the benefit of Stancer (the "**Collateral**") by entering into this cash collateral pledge agreement (the "**Cash Collateral Pledge Agreement**").
- C. The purpose of the Cash Collateral Pledge Agreement is to set out the terms and conditions applicable to the Collateral.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

Any capitalised terms used in the Cash Collateral Pledge Agreement that are not defined in the Cash Collateral Pledge Agreement shall have the meaning given to them in the Agreement.

ARTICLE 1 ESTABLISHMENT OF COLLATERAL

The Client hereby constitutes the Collateral by transferring full ownership of the sum of one (1) euro (the "**Initial Collateral Amount**") to Stancer, the beneficiary. It is hereby agreed that the amount of Collateral may be adjusted throughout the duration of the Agreement as specified in article 4.

Stancer undertakes to repay the Collateral thirteen (13) months after the effective date of termination or expiry of the Agreement lapses, less any fees, commission, and/or other amounts owed by the Client.

The Client acknowledges and accepts that the amounts they provide as collateral under this Cash Collateral Pledge Agreement are transferred in full ownership and are booked as Stancer's own assets.

The Client authorises Stancer to debit the Amount of the Collateral from their Stancer Account.

ARTICLE 2. TERM

The Cash Collateral Pledge Agreement shall take effect on the date on which it is signed and remain in effect for thirteen (13) months after the effective date of termination or expiry of the Agreement.

Stancer shall release the Collateral in writing.

ARTICLE 3 OBLIGATION TO RETURN THE AMOUNT OF THE COLLATERAL

Where this Cash Collateral Pledge Agreement terminates pursuant to Article 2 above, Stancer undertakes to repay the Collateral thirteen (13) months after the effective date of termination of the Agreement, less any fees, commission, and/or other amounts owed by the Client.

Stancer may, at its own discretion, decide to repay the Collateral in advance, either in whole or in part.

The Collateral shall be returned by bank transfer to the Client's Bank Account.

ARTICLE 4 ADJUSTMENT OF THE AMOUNT OF THE COLLATERAL

The "Required Collateral Amount" means the result of the following calculation:

$$\begin{aligned} \text{Required Collateral Amount}_{\text{Month } M} \\ = \text{Disputed Amounts}_{\text{last 13 months}} \times \frac{\text{Collections}_{\text{Month } M}}{\text{Average Collections}_{\text{last 13 months}}} \\ + \text{any amounts owed by the Client under the Agreement} \end{aligned}$$

"**Disputed Amounts**" means the sum of the amounts disputed by the Client's Payers over the course of the last thirteen (13) months.

"**Collections**" means the sum of all payment transactions received by the Client on the Stancer Account during the course of a calendar month.

"**Average Collections**" means the monthly arithmetic mean of Collections over the last thirteen (13) months.

If the Required Collateral Amount exceeds the amount of Collateral, the Client authorises Stancer to debit its Stancer Account at any time for the amounts necessary to ensure that the amount of Collateral equals the Required Collateral Amount.

If the Required Collateral Amount is less than the amount of Collateral, Stancer shall return the excess amount to the Stancer Account.

In the event that there are insufficient funds in the Stancer Account, the Client undertakes to credit their Account, by any means and immediately, with the amounts necessary to enable such debit.

In the event of a breach of this obligation, Stancer may suspend performance or terminate the Agreement under the terms of said Agreement.

Notwithstanding the above, in the case of the Client having demonstrably failed to meet its obligations, Stancer reserves the right to assign all or part of the amounts held on the Stancer Account to the Client Collateral.

ARTICLE 5 TAXES AND FEES

The Client undertakes to pay any tax or indirect tax that may be due in connection with the enforcement of the Collateral. More generally, the Client undertakes to bear any costs whatsoever to which this Cash Collateral Pledge Agreement may give rise, including the enforcement of the Collateral.

ARTICLE 6 CLIENT'S REPRESENTATIONS AND WARRANTIES

On the date of entering into the Cash Collateral Pledge Agreement and throughout its term, the Client represents and warrants to Stancer that:

- i. they have full ownership of the amounts pledged as collateral before they are transferred to Stancer under the Cash Collateral Pledge Agreement;
- ii. they are properly incorporated and carry on their activities in accordance with the laws, decrees, regulations and articles of association (or other incorporating documents) applicable to them;
- iii. they are acting on their own account and for the purposes of a professional activity, have full power and capacity to enter into the Cash Collateral Pledge Agreement and, where applicable, the Cash Collateral Pledge Agreement has been validly authorised by their management bodies or by any other competent body;

- iv. the Cash Collateral Pledge Agreement is entered into by a person or persons duly authorised for the purposes thereof;
- v. the Cash Collateral Pledge Agreement constitutes a set of rights and obligations that are binding upon the Parties in all of their terms;
- vi. the entering into and performance of the Cash Collateral Pledge Agreement does not contravene any provision of the laws, decrees, regulations and articles of association (or other incorporating documents) applicable to the Client or any agreement to which the Client is a party or which relates to their assets; and
- vii. if the Client is a company, the granting of the Collateral is in line with its corporate interest.

The Client undertakes to immediately notify Stancer if any of the statements made above should prove to have been inaccurate at the time it was made or reiterated or ceases to be accurate.

ARTICLE 7 ADDRESS FOR SERVICE

For the purposes of any judicial or extrajudicial notification in connection with any action or proceeding, and without prejudice to any other means of notification permitted by any applicable law:

- i. if the Client is a legal entity, it irrevocably chooses the address of its registered office indicated at the beginning of this document as address for service; and
- ii. Stancer irrevocably chooses as its address for service the address of its registered office indicated at the beginning of this document.

ARTICLE 8 GOVERNING LAW

The Cash Collateral Pledge Agreement is governed by French law.

ARTICLE 9 CHOICE OF FORUM

Any dispute relating in particular to the validity, construction or performance of the Cash Collateral Pledge Agreement shall be subject to the exclusive jurisdiction of the Commercial Court (*Tribunal de Commerce*) of Paris.

Executed in Paris on [●],

Client's signature

Stancer signature