

MERCHANT COOPERATION AGREEMENT FOR CARD ACCEPTANCE

In¹, on², the following parties:

A. The société anonyme with the corporate name “Nexi Payments Greece Société Anonyme” (hereinafter “**Nexi**”), having its registered office in Athens, at 15 Charilaou Trikoupi Str. (P.C. 10678), with GEMI no. 161553201000, which is legally represented for the execution of this agreement by, and

B. The merchant specified in Schedule I of this agreement, entitled “Merchant’s Details” (hereinafter the “**Merchant**”);

after taking into consideration:

- i. that Nexi is a société anonyme established under Greek Law, authorized and supervised by the Bank of Greece as payment institution (Bank of Greece Credit and Insurance Committee decision no 418/31.3.2022), pursuant to Greek law 4537/2018 on payment services transposing into Greek law Directive 2015/2366/EU;
- ii. that Nexi, within the framework of its activities, per its aforementioned operation license, is authorized to offer the payment service of acquiring payment transactions and is licensed as acquirer by the card organizations listed in Schedule II hereof (hereinafter the “**Card Organizations**”), as applicable from time to time;
- iii. that Nexi has acquired and further develops the existing network of merchants (including, among others, civil non-profit companies, non-profit organizations, associations, unions and generally legal persons pursuing non-commercial activities), with whom the credit institution with the corporate name Alpha Bank S.A., with registered office is at Stadiou Str 40, 102 52, Athens, Greece and registration number 159029160000 (hereinafter: “**Alpha Bank**”), has as of 30 June 2022 effective contracts for the acceptance of Cards (as defined below), as means of payment for the purchase of the goods they sell and/or the provision of services that they offer;
- iv. that the Merchant wishes to join the network of merchants of Nexi referenced in sub-section (iii) hereinabove;

agree, understand and mutually accept the following:

¹ Fill in the city where the agreement was executed.

² Fill in the execution date of the agreement.

1. Definitions

In this agreement (hereinafter the “**Agreement**”) and its schedules (hereinafter the “**Schedules**”, and each one of the a “**Schedule**”), together forming a single, indivisible whole, the following terms shall have the meaning set forth hereunder:

a) Card(s): The plastic cards issued by credit or financial institutions, domestic or foreign, bearing the marks of the Card Organizations referenced in Schedule II hereof as well as any other marks of card organisations to be notified to the Merchant by Nexi, via a document pursuant to paragraph 6 which, upon its receipt, shall supplement this Agreement and Schedule II (hereinafter the “**Marks**”). Any devices or media storing the Card’s data, in a manner enabling the performance of Transactions when used in an electronic environment (electronic card), shall also fall within the meaning of the Card.

b) Cardholder: The individual to whom a credit or financial institutions, domestic or foreign, have granted a Card, which Card shall be use only by such person to pay for the Transactions with the Merchant. In case of a plastic Card, the name of the Cardholder is imprinted on the front side and the Cardholder’s signature shall be placed on its reverse side (in the designated area). All Cards are strictly personal. By way of exception, the Cardholder’s name may not be imprinted on the Card (non-personalized card) and/or its reverse side may not feature a designated space for the Cardholder’s signature. In these cases, as in the case of electronic Cards, paragraph 3.2.1(d) of the Agreement shall not apply.

c) POS Device: The electronic terminal device approved by Nexi, which is either owned by the Merchant or the Merchant procures and installs such electronic terminal device by independent third-party provider designated by Nexi at the execution of the Agreement or by a provider of its choice and which is used by the Merchant for the performance of Transactions, by Card. The POS Device may be incorporated into another device or system of the Merchant.

d) Transaction: The sale of goods or provision of services by the Merchant to the Cardholder, the price of which is paid by use of Card.

e) PIN: The personal number (or series of digits) identifying and personalizing the Cardholder, which only the latter shall know and enter in the POS Device or the Payment Gateway in order to complete a Transaction, by use of Card.

f) Charge Receipt: The special receipt of a Card Transaction performed at the Merchant and charge of the Card’s account with the Transaction amount, which is either issued by the POS Device used for the performance of the Transaction or electronically sent to the Cardholder.

g) Credit Receipt: The special receipt recording the refund (crediting) of an amount to the Card's account by the Merchant, performed when the Cardholder returns goods or does not use the services and generally when disputes arising from Card Transactions between the Cardholder and the Merchant are settled in favor of the Cardholder. The Credit Receipt is either issued by the POS Device used for the performance of the initial Transaction or sent to the Cardholder electronically.

h) Instructions: The instructions of Nexi and/or the provider of the POS Device and/or the provider of the Payment Gateway relating to the POS Devices' and Payment Gateway's (as defined below) manner of operation, the Cards' verification and acceptance process, the resolution of any problems, the training of the Merchant's executives, employees and agents, in order to ensure proper implementation of the Agreement. The Instructions are notified to the Merchant by Nexi in the dedicated space of its website: <https://www.nexi.gr/el/oroi-kai-proypothesesis>, and/or the provider of the POS Device and/or the provider of the Payment Gateway by any suitable means and fill in this Agreement. Any changes to the Instructions are also uploaded to the same area, and the Merchant is notified of such changes in accordance with article 15 of the Agreement or any other suitable means in accordance with article 24 of the Agreement. Upon notification to the Merchant in accordance with the above, the Instructions, as in force from time to time, constitute an integral part of the Agreement and shall be strictly followed by the Merchant.

i) Security Instructions: The security specifications for Card acceptance, currently consisting of the Payment Card Industry Data Security Standards (PCI-DSS), as well as any standards or security instructions notified to the Merchant from time to time by Nexi, in the dedicated space of its webpage <https://www.nexi.gr/el/oroi-kai-proypothesesis>. Any changes to the Security Instructions are also uploaded to the same space, and the Merchant is notified of the changes in accordance with article 15 of the Agreement or in any other suitable manner in accordance with article 24 of the Agreement. The Security Instructions, as may be from time to time, constitute an integral part of the Agreement as of the Merchant's notification to the Merchant in accordance with the above, and shall be strictly applied by the Merchant.

k) Regulations of the Card Organisations: Regulations issued by the Card Organisation, as uploaded from time to time to the websites of the Card Organisations and made available to the Merchant via a hyperlink to Card Organisations' website, which is included in the designated area of Nexi's website <https://www.nexi.gr/el/oroi-kai-proypothesesis>, or by email or in any other suitable means under paragraph 24 of the Agreement.

l) Online Channel: The online channel used by the Merchant for the sale of its goods and/or services (e.g. APP, website, hyperlink to Payment Gateway, etc.).

m) Merchant Portal: The portal dedicated exclusively to merchants that allows for Transactions to be monitored, all updates sent by Nexi to be viewed, and also any proposed services to be activated.

n) Account: The account of the Merchant referred to in paragraph 10.2 of this Agreement.

o) Merchant Due Diligence: due diligence in relation to the Merchant, including due diligence obligations in accordance with the anti-money laundering and counter financing of terrorism legal and regulatory framework, as in force from time to time (hereinafter the “**AML/CTF Legal and Regulatory Framework**”), as well as risk assessment of the Merchant.

(r) Force Majeure: acts, events or circumstances beyond the control of Nexi, that are not the fault of Nexi and that render difficult or impossible the performance of its obligations under the Agreement, including but not limited to (i) legislative changes or administrative acts; (ii) natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking); (iii) breakdown of information systems or lack of access to electronic systems, or of damage to data maintained in these systems as a result of any of the reasons listed below under (iv) and (v), irrespective of whether Nexi or a third party is responsible for the operation of such systems; (iv) a power supply failure or failure in Nexi’s telecommunications systems; and (v) strikes, lockouts, boycotts or blockades, regardless of whether they are directed against or were caused by Nexi or by other Nexi Group’s entities, and regardless of their cause.

(s) Payment Gateway: the special application approved by Nexi for the management of the Card Not Present Transactions owned by the Merchant or is provided to the Merchant by Nexi or any other independent third party that allows the initiation of Card Not Present Payment Transactions with the use of Cards, subject to relevant electronic authorization.

(t) Payment Transaction: any act, initiated by the Cardholder or on its behalf or by the Merchant, which consist of debiting and transferring funds for the payment of the price of the Transaction, irrespective of any underlying obligation between the Cardholder and the Merchant. The Payment Transaction is initiated either with the simultaneous presence of the Cardholder and the Card at the Merchant (hereafter the “**Card Present Payment Transaction**”), or remotely via the internet or by use of any other means of communication that allows Transactions to be initiated remotely (hereafter the “**Card Not Present Payment Transactions**”).

2. Scope of the Agreement

By virtue of the present Agreement:

2.1 The Merchant undertakes to accept the Cards used by Cardholders, as means of payment of the price of the Transactions performed with the Merchant, according to the terms of the Agreement and the Schedules and the Regulations of the Card Organizations, and

2.2 Nexi undertakes to pay said amounts to the Merchant, according to the specific terms set out in the Agreement and the Schedules (the “**Acquiring Service**”).

3. Merchant’s obligations and representations

3.1 In order to serve the purpose of this Agreement, the Merchant undertakes the following obligations:

- a)** To provide Alpha Bank with all information required in accordance with paragraph 18.3 of the Agreement and update such information immediately in case of any change. The Merchant represents that all data collected by and held by Alpha Bank for the purposes of Merchant Due Diligence are true, accurate and up-to-date at all times;
- b)** To provide, at any time, all information requested by Nexi for the purposes of Merchant Due Diligence without delay and cooperate with Nexi in that respect;
- c)** To carry out Transactions with Cardholders, within the scope of its business activity, to accept, subject to the provisions of paragraph 3.2. hereunder, any Card used by a Cardholder as means of payment of the price of any goods legally sold by it and/or any service offered, to not impose additional charges for the use of the Card or set any restrictions to the use of the Card;
- d)** To neither accept nor use any Cards for Transactions not associated with the actual sale of goods or provision of services, regardless of whether this is intended to ensure the Merchant’s liquidity or for any other reason whatsoever.
- e)** Not to accept the split of Transactions in several Transactions of lower value, in order to avoid any rejection of the Transaction at its original amount, and, to refrain from submission of repeating requests for authorization on the same Card and for smaller partial amounts;
- f)** To adopt and update the security and authentication procedures of the Cardholder’s identity, as required pursuant to the provisions in force;
- g)** To accept the return or replacement of goods and/or services already provided to the Cardholder implementing the relevant rules that generally apply to its customers;

- h)** To keep, in the event that the purchased goods are to be produced or shipped, the proof of delivery or shipment of the goods after having agreed in writing with the Cardholder on the methods of shipment and delivery;
- i)** To pay Nexi the fees provided for in article 8 of and any other amounts referred under Schedule II;
- j)** request the refund of the amount of the Transaction if the Merchant accepts the Cardholder's request for the return of the goods, or in the event of total or partial non-use of the service, regardless of the procedure for Card acquisition. The refund of the amount of the Transaction to the Cardholder through cash or equivalent means is prohibited;
- k)** to cooperate with Nexi and/or the competent (judicial, police, supervisory) authorities for the purpose of investigating serious incidents related to the security of payments, including data breaches, in order to ensure the proper performance of the Acquiring Service under the Agreement;
- l)** not to acquire a Card as a means for the payment in cash to the Cardholder, unless Nexi exceptionally permits so explicitly and in writing;
- m)** to acquire Transactions with Card during periods featuring sales, special offers and reduced prices in general and never charge the Cardholder with higher prices than it does the rest of its clients;
- n)** Not to accept the use of the Card by a third party, even if presented with a power of attorney or an authorization or mandate, issued or granted by the Cardholder;
- o)** To provide the goods and/or services, acquired by use of the Card, free of any actual and/or legal defects or deficiencies and/or bearing the agreed specifications/features, in a timely manner, with due diligence, in the context of carrying out its legal business activity, in accordance with the applicable legislative framework on consumer protection, good faith and good commercial practices;
- p)** To install and operate the POS Devices and/or Payment Gateway in accordance with article 7 of the Agreement as well as use the Card on POS Devices installed at the Merchant and/or the Payment Gateway, pursuant to the provisions hereof unless another way to perform all or part of the Transactions has been designated by Nexi;
- q)** Take every care to ensure that the Cardholder's data, the Card's details, as well as any other information relating to Transactions, which are recorded or reflected in any way in POS Devices and/or Payment Gateway or in any other device or file, whether electronic or physical, of the Merchant, are securely maintained and, in any case, are not leaked or revealed to any third parties, with the sole exception of its specially authorized personnel, and that all the above are destroyed upon the lapse of the

deadline provided by paragraph 4.8.1 hereunder, unless a longer period of time is required by a legal provision or court judgment;

- r) Take into consideration any notification made by Nexi, whether in writing, by phone or electronically, in respect of the revocation, cancellation, loss, theft or forgery of Cards, not accept such Cards and strictly follow any relevant order thereof, by employing the necessary discretion, in order to safeguard the interests of Nexi, Merchant and Cardholder;
- s) if requested by the Nexi electronically, by message on the POS Device or by phone or any other suitable manner, the Merchant shall destroy or retain the Card. (In the latter case, the merchant shall deliver the Card to Nexi as soon as possible and keep it in safe place until its delivery;
- t) provide adequate instruction to its sales personnel on the procedures required for the performance of the Agreement so that the Card is accepted promptly and correctly;
- u) Not accept the Cards for the sale of goods and/or services expressly prohibited by the Regulations of the Card Organisations and the applicable law and not make available such goods and/or services for the performance of Transactions;
- v) The Merchant represents and warrants that the images and documentation relating to the goods or services displayed on and offered at its point of sale or Online Channel do not infringe any copyright, trademark or patent or other rights deriving from laws, contracts or custom.

3.2.1 Prior to performing a Payment Transaction using a POS Device or any other Card Present Payment Transaction at the Merchant, the Merchant is obliged to check whether:

- a) The month indicated on the Card, at the end of which its validity expires, has elapsed;
- b) The Card's external features (such as size, color, mark etc.) and/or data imprinted thereon (such as numbers, letters etc.), raise suspicions as to the Card's authenticity, based on common experience in transactions, and do not meet the specifications established by Card Organizations and Nexi, pursuant to its Instructions, as may be from time to time;
- c) The body of the Card has been worn, erased, cut or altered in any other way;
- d) The Cardholder's name which appears on the Charge or Credit Receipt is not the same as the name imprinted on the body of the Card.

In case of doubt regarding the identity of the cardholder, to check the identity of the cardholder, by reference to his/her ID card or any other identification document, and if it is established that the Cardholder is not the same as the person that presents it, to deny the transaction, inform Nexi to this respect and follow Nexi's relevant instructions.

3.2.2 In all the aforementioned cases, the Merchant is obliged to refuse completion of the Transaction and inform Nexi immediately.

3.3 The Merchant shall, following the relevant Instructions, immediately notify Nexi and request special permission, prior to proceeding to perform a Transaction, on any occasion where the Cardholder's behaviour during the Transaction seems unusual, based on common experience, thus raising valid suspicions as to its lawfulness, or if the Cardholder's signature is missing from the reverse side of the Card, regardless of the amount of the Transaction.

3.4 In the event that a Card is accepted in violation of the aforementioned provisions of this article and a Transaction is thereby completed, Nexi shall be under no obligation to pay the price of such Transaction to the Merchant, which, if paid shall be immediately reversed and refunded by the Merchant, by applying article 9 of the Agreement.

3.5 The Card's ownership belongs to the credit or financial institution that issued it and the Card has been given to the Cardholder only for use, so that only the Cardholder has the right to use the Card.

4. Making a Transaction on a POS Device

4.1 In accepting the Card as means of payment, after performing the checks referenced in article 3 hereinabove, the Merchant shall use the POS Devices in accordance with the provisions of paragraph 7 hereunder and the Instructions, as may be from time to time, unless another way to perform all or part of the Transactions has been explicitly agreed upon. Otherwise, any Transaction made in violation of the above, shall not be acknowledged as a valid transaction by Nexi, which shall be under no obligation whatsoever towards the Merchant, according to the provisions of paragraph 3.4 hereinabove.

4.2 Subject to paragraph 5 hereunder, a Transaction involving a Card shall be completed by the Cardholder, according to the provisions set forth in paragraph 4.3 and 4.4 hereunder, once it has been approved by its issuer.

4.3.1 The POS Device where the Transaction's amount is entered, is activated by swiping (or inserting) the Card at the POS Device's dedicated slot (or in any other designated manner such as contactless "tapping" of the Card to the POS Device). The Transaction is completed once a relevant message appears on the POS Device when the Cardholder alone types his/her PIN (in accordance with paragraph 4.4 hereunder) in the POS Device's keypad and subsequently presses the confirmation button, in which case, if it is approved a relevant Charge Receipt is issued in two copies, one of which is given to the

Cardholder, unless otherwise provided for in the applicable regulatory provisions, legislation and Instructions.

4.3.2 If the Merchant has installed a POS Device, which can read the data of the Card without the Card having to contact the POS Device (EET/POS contactless reader), the Transaction is completed contactless once the front side of the Card is swiped at the aforementioned POS Device, by the Cardholder alone, until the POS Device records the Transaction, the PIN is entered as referenced in paragraph 4.3.1 hereinabove, as may be required, the relevant message appears on the POS Device screen and the respective Charge Receipt is issued.

4.3.3 Transactions performed without the swipe, entrance or contactless “tap” of the Card in the POS Device (paragraph 4.3.1 and 4.3.2 hereinabove) are only permitted under the terms of paragraph 5 hereunder or in exceptional cases under the terms of paragraph 7.8 hereof.

4.3.4 In the cases of paragraph 4.3.1. and 4.3.2 hereinabove, the Merchant is under an obligation to take every care and appropriate measure to ensure that the PIN is indiscernible when entered by the Cardholder and the details of the Cardholder and/or the Card are not leaked to third parties, also including the Merchant’s personnel not working at the cash register.

4.4 By entering the PIN and pressing the confirmation button (paragraph 4.3.1) or swiping the Card in contactless Transactions (paragraph 4.3.2), the Cardholder approves the Transaction and instructs the credit or financial institution that issued the Card to charge the Transaction amount to either his/her Card account or the deposit account linked to the Card, depending on the Card type that was used, and respectively credit the Account, as referenced in paragraph 10.2 hereunder.

4.5 Taking into consideration the constant technological developments, which Nexi monitors and reserves the right to make other ways of conducting Transactions available to the Merchant in the future, by notifying the relevant terms to the Merchant, as defined under paragraph 6 of this Agreement.

4.6.1 Upon the Transaction’s completion, according to the aforementioned, the Merchant shall, subject to the provisions of paragraph 4.6.2 hereunder, deliver the goods and/or services to the Cardholder, as mentioned in paragraph 3.1 hereinabove.

4.6.2 In the event that any goods are returned or part or all of the services are not used, after being paid for by Card, the Merchant shall proceed to a refund Transaction of the price, in whole or in part, as the case may be, through the POS Device, request the issuance of a Credit Receipt and the crediting of the account of the Card used in the initial Transaction. To this end, the Merchant shall use the POS Device used to perform the

aforementioned initial Transaction and not pay cash for the refunded value of the goods or services. It is explicitly agreed that, when the Merchant requests the issuance of a Credit Receipt, the Merchant is obliged to ensure that the balance in its Account, as referenced in paragraph 10.2, is sufficient for covering the refunded value, otherwise paragraph 9 hereunder shall apply.

4.7 If the Cardholder wishes for the goods or the services he/she purchased by using the Card, to be delivered or provided to another location from the merchant's shop, and the issuer of the Card used for the Transaction informs Nexi that the Cardholder did not receive the goods that the Merchant undertook to deliver or did not receive the services he/she paid for by using his/her Card, the Merchant shall produce to Nexi, at the latest within the deadline of paragraph 4.8.2 hereunder, the receipt of delivered goods or services provided, signed by the Cardholder, along with any other evidence proving that the goods were delivered, otherwise the provision of paragraph 4.8.2 hereunder shall apply.

4.8.1 The Merchant shall keep the Charge Receipts (paragraph 4.3.1), Credit Receipts (paragraph 4.6.2) and the documents referenced in paragraph 4.7 hereinabove, for a period of at least thirteen (13) months from the date of each Transaction.

4.8.2 Nexi is entitled to request the Charge Receipts intended for the Merchant, the documents referenced in paragraph 4.7 hereinabove, along with any other data relating to Card Transactions which Nexi may deem necessary, at any time within the period of par. 4.8.1 hereinabove and the Merchant shall promptly deliver them. Failure to comply within the maximum deadline of fifteen (15) days from Nexi's relevant request shall entail a penalty clause equal to the nominal value of the Transaction, for which the requested documents were not delivered.

4.8.3 The penalty clause referenced in paragraph 4.8.2. hereinabove is acknowledged by the parties as being fair and valid, in view of the obligations borne by Nexi towards Cardholders and Card Organizations.

4.8.4 The above provisions of this par. also apply *mutatis mutandis* in the cases of paragraph 5 and 6 hereunder.

5. Card Not Present Transactions

5.1.1 The Merchant may provide goods or services to Cardholders by making Card Not Present Transactions, namely without the physical presence of Cardholder and Card at the Merchant at the time of the Transaction, either online ("**E-Commerce Transactions**") or by telephone/mail orders ("**MOTO Transactions**") either as Merchant initiated

Transactions (“**MIT Transactions**”), as long as the parties sign the relevant Schedule IV, on the terms and conditions governing the above Transactions, which is attached hereto.

5.2.1 On every occasion where Nexi accepts the Merchant’s request to perform Card Not Present Transactions, the former is entitled to set maximum quantitative thresholds for such Transactions, on a daily, monthly and/or annual basis, as determined in the relevant Schedules referenced hereinabove.

5.2.2 Nexi is entitled to change or reduce to zero the thresholds referenced in paragraph 5.2.1 hereinabove, at any time, considering the Merchant’s consistent compliance with the terms of this Agreement, the market conditions and the risk undertaken by Nexi from time to time. Such new thresholds shall be notified to the Merchant electronically, as provided for in paragraph 24 hereunder, and shall be effective immediately, from the date of the Merchant’s relevant electronic notification.

5.2.3 It is expressly agreed that the aforementioned thresholds and any change thereof are directly linked to the operational and/or credit risk undertaken by Nexi from time to time and therefore their change does not constitute an amendment to this Agreement.

5.2.4 Exceeding the aforementioned thresholds is strictly forbidden and, should this be the case, Nexi will not accept the Payment Transaction and will pay the Merchant only if and when the Cardholder either accepts the debit of the price of the transaction to the account of the Card used, or does not apply for a Chargeback within the relevant time limit, while Nexi shall be entitled, solely on this ground, to terminate with immediate effect the aforementioned Schedules on Card Not Present Transactions and/or this Agreement in its entirety.

5.3 Nexi may check at any time the type and features of the Transactions that the Merchant performs remotely as well as the Card Not Present Payment Transactions performed by the Merchant and reserves the right to refuse, at its absolute discretion, on business grounds and for reasons pertaining to the security of transactions and the increased credit and/or operational risk, the provision of the Acquiring Service, for all or part of the Transactions of this kind, by terminating or amending the relevant Schedule, according to the terms provided for therein.

5.4 Any Card Not Present Payment Transactions performed before the execution of Schedule IV shall not be acknowledged by Nexi, which shall be under no obligation to make any payment to the Merchant and where such payment is made, it shall return to Nexi the amount paid immediately, otherwise it has the right to offset it according to the terms of article 9 below.

5.5 The provisions of paragraph 4.6.2 hereinabove also apply *mutatis mutandis* in the case of Card Not Present Payment Transactions, per this article.

6. Special Transactions – New Products and services

6.1 Nexi may from time to time notify the Merchant in writing of any additional types of Cards, specifying the Card Organization to which the additional Card belongs as well as its name, brand, economic terms and conditions (including the fees under paragraph 8 of this Agreement), as well as the functionality and characteristics and that the Merchant is obliged to accept it. Nexi reserves the right, for technical or other reasons, to identify a third-party payment service provider, authorised to provide the payment transaction agreement service and able to provide the Acquiring Service with reference to the Card proposed by Nexi pursuant to this article, proposing to the Merchant the signing of the relevant addendum to this Agreement for the provision of the Acquiring Service with such third-party payment service provider.

6.2 If the additional Card offered by Nexi to the Merchant belongs to a card organisation that has not been included in Schedule II:

(a) the Merchant has the right to refuse the Card offered by Nexi, if the additional Card provides for economic terms and conditions exceeding the maximum economic terms and conditions applied to the Cards provided by the Card Organizations under Schedule II;

(b) the Card offered will be deemed to have been accepted by the Merchant with immediate effect, if the economic terms and conditions of the additional Card offered by Nexi to the Merchant are better or equal to the maximum economic terms and conditions applied to the Cards provided by the Card Organizations under Schedule II.

6.3 The Merchant may participate in plans for the performance of Transaction with Cards governed by special terms, supported by Nexi, such as indicatively plans for the payment of the price of the Transaction in interest-free instalments charged on Cards (see Schedule VII on interest-free instalments), upon submitting a relevant request. If Nexi accepts the above request, in whole or in part, in writing, it is attached hereto as an integral part of the Agreement.

6.4 For the purposes of paragraph 6.3 above, the Merchant is obliged to strictly apply the terms of any Card Transaction plan it may join, for as long as it is in force, otherwise Nexi shall be entitled to discontinue such cooperation, by also notifying Cardholders thereof, in a manner which it deems most appropriate.

6.5 The Merchant shall mention its membership to the Card Transaction plan in all its announcements or advertisements, for as long as such plan remains in force.

6.6 Unless there is specific term for the duration of the Card Transaction plan, Nexi reserves the right to modify or discontinue the above plans, by notifying the Merchant of its relevant decision. Such decision does not have retroactive effect and shall take effect in accordance with paragraph 20 of this Agreement.

7. POS Devices and Payment Gateway

7.1 For the purpose of this Agreement, if the Merchant owns no POS Device or a third-party provider, either proposed by Nexi, or chosen by the Merchant, shall install one or more POS Devices and/or the Payment Gateway, enabling the performance of Card Transactions.

7.2.1 The Merchant shall ensure that POS and/or the Payment Gateway provided by third parties or owned by the Merchant are certified and comply at all times with the Regulations of the Cards Organizations.

7.2.2 If the POS Devices and/or Payment Gateway are provided by third parties or owned by the Merchant:

(a) the Merchant is liable for any damage caused due to any non-compliance of the POS Devices and/or the Payment Gateway to the industry standards and/or the rules of the Regulations of the Card Organizations or due to non-replacement of the POS Devices and/or the Payment Gateway (in accordance with paragraph 19.6.2 below), as well as any damage caused due to non-compliance with the Instructions.

(b) the Merchant cannot invoke as a reason for the discharge of its obligations provided for under the Agreement any non-function or pause, even instantaneous, of the electronic system to which the POS Device or the Payment Gateway is connected.

7.3 Subject to Nexi's right to suspend the provision of the Acquiring Service in accordance with article 13 and/or to terminate the Agreement in accordance with article 21 of the Agreement, the Merchant shall indemnify Nexi against any damage, fines, or penalties, or surcharges imposed on Nexi by any third party and/or Cards Organizations) resulting from the fact that the POSs/Payment Gateways provided by third parties, or owned by the Merchant, do not comply with the industry standards and/or rules established by the Cards Organizations, as well as in the event that it has not made adjustments to the POS Devices and/or Payment Gateway to them or has not replaced them

7.4 The allocation and number of POS Devices to the Merchant or the connection of POS Devices or Payment Gateway to Nexi's systems by a provider selected by the Merchant, in order to enable the Merchant to perform Transactions in the context of this Agreement, rests on the business judgment and the relevant decisions made by Nexi and/or the provider, on a case-by-case basis.

7.5 Regardless of the POS Device and/or Payment Gateway provider, Nexi, the Merchant is not allowed to:

a) Further grant the use of the POS Device and/or Payment Gateway to any third party. For the purposes of this provision, the Merchant's personnel or agents shall not be considered as third parties.

b) Disconnect and reconnect the POS Device and/or Payment Gateway in a location other than where it was initially installed and in case of portable Devices, to transfer them to a location outside the Merchant's place of business.

c) Interfere in any way with the POS Device and/or Payment Gateway, as a complete set of software and hardware, and its configuration.

7.6 Following the execution of this Agreement and the installation of a POS Device and/or Payment Gateway, the Merchant is under the obligation to solely use them for all Card Transactions, regardless of the amount involved, according to Nexi's applicable Instructions, unless another way of performing Card Transactions has (also) been explicitly agreed on.

7.7 If the POS Device and/or Payment Gateway stops working or if it is malfunctioning, for any reason whatsoever, the Merchant shall immediately notify Nexi and the POS Device and/or Payment Gateway provider.

7.8 By way of exception alone and only upon the Merchant's request for a specific Transaction (such as when Nexi has been notified that a specific Card's magnetic strip or chip cannot be read), Nexi may allow (upon Merchant's request to Nexi's helpdesk) the Merchant to type the details (apart from the Transaction's amount: paragraph 4.3.1) into the POS Device, instead of swiping or inserting the Card in the POS Device, in which case the Transaction will be completed according to the provisions of the last sentence of paragraph 4.3.1 hereinabove. Nexi reserves the rights to prohibit the typing of the details of the details into the POS Device on the basis of the Customer Due Diligence assessment.

7.9 In the cases of paragraph 7.8, the Transaction is performed at the Merchant's sole responsibility, so that if it the Cardholder ever disputes it in writing, under article 14 hereunder, Nexi shall communicate such document to the Merchant and refund the Transaction amount, as set forth in paragraph 10.3 and article 14 hereunder.

7.10 The POS Device and/or Payment Gateway will be used by the Merchant's specially authorized personnel, who will be guiding Cardholders in completing their Transactions, as set forth in paragraphs 4.3.1 and 4.3.2, as well as in the exceptional cases referenced in par. 7.8. hereinabove.

7.11 All Transactions performed by use of POS Devices and/or Payment Gateway installed at the Merchant shall be deemed to be performed at the Merchant, which shall be solely responsible thereof.

7.12 Any Transaction performed in violation of the present provisions shall not be acknowledged by Nexi as valid and shall create no obligation for Nexi to pay the transaction amount to the Merchant, which, if paid, shall be sought or offset by Nexi under the terms of paragraph 9 hereunder.

7.13 It is explicitly hereby agreed that the installation and maintenance of POS Devices and/or Payment Gateway constitutes an obligation of the Merchant and/or the person who supplied them from time to time. If their breakdown or malfunction is due to their mishandling by the Merchant's personnel, the Merchant shall undertake all relevant responsibility and shall be obliged to pay the actual cost for their repair or replacement. The meaning of the POS Device's and/or Payment Gateway's mishandling indicatively includes interference of foreign objects or their placement or exposure in an area obviously unsuitable and harmful for them.

7.14 For the purposes of paragraph 7.13 hereinabove, the Merchant is obliged to grant unobstructed access to authorized Nexi's personnel and its specially authorized technicians, to the places where POS Devices and/or Payment Gateway are installed.

8. Nexi's fee

8.1.1 For the services provided by Nexi to the Merchant and the opportunities to develop and promote its sales, which are achieved through the Acquiring Service, the Merchant pays the agreed fee to Nexi. Such fee is determined in Schedule II hereof and consists of a percentage of the nominal value of Transactions performed via Cards and/or nominal amount per Transaction and/or over a specific period of time.

8.1.2 Apart from such fee, it is explicitly agreed that, in the event that Chargebacks or Disputes (as defined below under paragraph 14.1) exceed the number stipulated in the aforementioned Schedule II, Nexi will be paid the amount referenced in Schedule II for its administration costs.

8.2.1 Nexi is entitled to change its aforementioned fee, as well as all other charges, depending on the volume of Transactions performed at the Merchant with Card, the Merchant's consistent compliance with the terms of this Agreement and the general market conditions and competition.

8.2.2 In case of any increase of the applicable fee and/or any other charges, Nexi shall send written notice to the Merchant, in accordance with paragraph 20 and 24 hereunder. In case of any decrease of the applicable fee and/or any other charges, Nexi shall notify the Merchant in any way it deems appropriate in accordance with article 24..

8.3.1 It is explicitly agreed that, as long as the Merchant complies with its obligations under this Agreement, Nexi shall, subject to the provisions of article 9 hereunder, pay the price of each Transaction with Card at the Merchant, i.e. after deducting its abovementioned fee as well as the other charges including any costs for the management of the Chargebacks and/or Disputes (as defined below in accordance with paragraph 14.1) in accordance with

paragraphs 8.1.1 and 8.1.2, and under no circumstances shall such payment depend on whether or not the Cardholder pays the amount of the Transaction.

8.3.2 The payment time of the aforementioned fee is noted in Schedule II (paragraphs 10.2 hereof), and is subject to the provisions of paragraph 10.3, and articles 11 and 13 below.

8.4 Schedule II also includes, apart from the fee, all other charges or third-party fees for Card acceptance.

9. Offsetting

Nexi has the right to offset any claim against the Merchant, that is due or not, with counterclaims of the Merchant against Nexi. Nexi has the right to deduct its fees and/or any other costs including any costs for the administration of Chargebacks and/or Disputes (as defined in article 14.1 of the Agreement) in accordance with paragraphs 8.1.1 and 8.1.2., as well as the amount of any other claim it may have under this Agreement, by offsetting such amounts against the value of Transactions made via Cards at the Merchant, before such value is credited to the Account, until its claim is fully paid.

10. Payment to the Merchant - Reimbursement

10.1 The Merchant shall send Nexi the data of Transactions (the “**Data Package**”) performed by the POS Device and/or Payment Gateway, within the same day on which they were made, by appropriately handling the POS Device and the Payment Gateway, in accordance with the Instructions, as may be required.

10.2 The Merchant maintains an account with Alpha Bank (the “**Account**”), the number of which Account is referenced in Schedule II. Upon the request of Nexi, the Account is credited with the amount corresponding to the total value of the Transactions transmitted to it, after withholding any amount which, according to the provisions of paragraph 9 hereinabove, shall be returned or paid to Nexi by the Merchant under this Agreement. Such crediting shall be performed (subject to paragraph 10.3 and articles 11 and 13 hereunder) on the next business day after receipt of the relevant Data Package, unless a different time has been agreed to this end.

10.3 Without prejudice to Nexi’s right to suspend or reject Payment of the Payment of the Merchant in accordance with paragraph 11, payments to the Merchant according to the above shall always be subject to the fulfilment of all its obligations under this Agreement.

11. Suspension and rejection of payment of the Merchant

11.1.1 Without prejudice to Article 10.2 and 11.2 of the Agreement, Nexi reserves the right to suspend, at any time, the payment in relation to one or more Transactions of the Merchant for objectively justifiable reasons, including but not limited to reasons pertaining to the security of Transactions or combating fraudulent transactions, in order to ensure confirmation that the payment for the Transactions of the Merchant complies with the provisions of the Agreement and/or the Transactions have been correctly executed, in full compliance with the provisions of the Agreement.

11.1.2. In case of non-fulfilment of the obligation by the Merchant under this Agreement or any increase in the risk following Merchant Due Diligence, Nexi, at absolute discretion, is entitled – at any time – to suspend the payment for Merchant's Transactions under investigation, until such investigation is completed, and subsequently either not pay the amounts corresponding to irregular Transactions to the Merchant or seek any unduly paid amounts under the terms of par. 9 hereinabove.

11.1.3 If Nexi notifies the Merchant of the suspension of the payment for any Merchant's Transactions in accordance with paragraph 24 of the Agreement, the Merchant shall provide Nexi with full update and any information about the said Transactions, as well as to allow Nexi to conduct any type of controls, including tax documentation relating to the individual Transactions performed.

11.2 Nexi has the right to refuse payment of the Merchant relating to Transactions performed without complying with the obligations and procedures referred to in the Agreement.

11.3 In all cases referred to in this article, Nexi shall notify the Merchant of its refusal or the suspension of payment in relation to Merchant's Transactions and, where possible, of the related reasons of the refusal or suspension of payment of the Merchant, as well as the procedure for correcting any material errors attributed to the Merchant, to the extent that such errors have caused the refusal and/or suspension of payment of the Merchant.

12. Non-execution/Late execution of payment of the Merchant

12.1 A Merchant who becomes aware of any unexecuted payments, or late or incorrectly executed payments to the Merchant, has the right to obtain the rectification only if it gives relevant notice without delay to Nexi through the means specified in Nexi's website and/or the Merchant Portal. The notification shall, in any case, be made within 13 (thirteen) months from the date of the crediting.

12.2 The deadline of 13 (thirteen) months shall not apply if Nexi has failed to provide or make available the information relating to the Transaction in accordance with the

applicable provisions on transparency of conditions and information requirements for Transactions in force from time to time.

13. Suspension and temporary interruption of Acquiring Service

Nexi has the right to suspend and/or limit the operation of the Acquiring Service under this Agreement in whole or in part, at any time and with immediate effect, in the event of Force Majeure or in the presence of objectively justified reasons or due to increase of risk following application of Merchant Due Diligence, or for serious technical reasons and/or security reasons, including the case in which the Merchant does not comply with the obligations referred to in article 17 of this Agreement.

14. Disputed Transactions and Chargebacks

14.1. In the event of any dispute on the part of any Cardholder of any Transaction with Card (hereafter the **"Dispute"**) used at the Merchant, for any reason whatsoever, Nexi is entitled to request the Merchant to produce the respective Charge Receipt, as well as any other written evidence of a disputed Transaction and any other clarification necessary to rebut the chargeback request (hereafter the **"Chargeback"**).

14.2. Upon Nexi's relevant request, according to paragraph 14.1 of the Agreement, the Merchant shall produce the requested evidence within the deadline of par. 4.8.2. hereinabove, which also applies in this case.

14.3. Upon final acceptance of the Chargeback request of the Cardholder, within the framework of the regulations and procedures provided by the regulations of the Card Organizations, Nexi shall notify the Merchant to that respect and the Merchant shall immediately refund the total amount of the disputed Transaction, otherwise the provisions of paragraph 9 of the Agreement shall apply. In any case, Nexi has the right, pursuant to the provisions of paragraph 19.7 below, at any time and without prior notice to the Merchant, in turn, to debit the Account for the amount relating to the Transaction already credited, which was then disputed by the Cardholder, except in cases of wilful intent or gross negligence of Nexi in the fulfilment of the obligations under the Agreement.

14.4. Nexi shall be under no obligation to reassess a Cardholder's Chargeback Request, which has been resolved in a final and unchallengeable manner by the Regulations of the Card Organizations and in accordance with the procedures established by them.

15. E-statements

15.1 Nexi issues a statement (hereinafter the “**Statement**”) and makes it electronically available to the Merchant, via the Merchant Portal or e-mail, on a monthly basis, unless the Merchant opts to receive statements according to paragraph 15.3 below. The Statement shows all Transactions made by Cardholders using their Card, within the period between the issue date of two consecutive Statements and in particular: a) the code number or registration number identifying the Merchant in Nexi’s systems, b) the period of time covered by the Statement, c) the serial number of the Data Package sent to Nexi during the period covered by the Statement and the total number of Transactions included in each Data Package, d) the value and value date of each Transaction in the currency in which the Account is credited, for each Data Package and their total value per category of Card (as referenced in Schedule II hereof), e) the total value of such Transactions involving installments (paragraph 6.3 of the Agreement) for each Data Package and Card category, with the respective value date, f) the amount of Nexi’s fee for the aforementioned Transactions, along with the amount corresponding to third-party rights and charges, g) any offset amounts, according to article 9 hereinabove, h) the total amount credited (or debited) to the Account, after the settlement process.

15.2 Any transactions included in a Data Package sent to Nexi, which were not included in a Statement for any reason whatsoever, will be registered in the next Statement.

15.3 The Merchant may choose to receive statements on a fortnightly, weekly and/or daily basis, by undertaking the relevant cost, as set forth in Schedule II hereof.

15.4 All Statements are generated from the commercial/accounting records of Nexi, which are kept electronically. The Merchant, therefore, acknowledges that they constitute full evidence of the respective credits/debits of the Account resulting from the performance of Transactions with Card, while evidence in rebuttal shall be permitted.

15.5 In the event that the Merchant disputes the Statement’s content, it shall notify Nexi in writing by no later than fifteen (15) days from the date on which the Statement was made available to the Merchant. Such document shall detail the grounds of the dispute, as well as evidence proving the error. The lapse of this deadline entails the acceptance and acknowledgement of the Statement’s correct content by the Merchant.

16. Paper Statements

16.1. By way of exception, if the Merchant is unable to receive Statements in electronic form pursuant to article 15 hereinabove, and for as long as it is unable to do so, it may request Nexi in writing to receive monthly Statements in paper form. In this case, the

monthly Statements with the content set forth in par. 15.1 hereinabove, shall be mailed to the Merchant, to the address designated in Schedule II.

16.2 It is hereby explicitly agreed that any request made by the Merchant for the Statement in paper form to be issued, reissued, resent or for the provision of additional information to those set forth herein, shall entail for the Merchant the cost provided for in Schedule II.

16.3 Nexi is entitled under article 20 of the Agreement, to replace at any time the Merchant's aforementioned Statements in paper form with Statements in electronic form exclusively, pursuant to the terms of article 15 of the Agreement.

16.4 The provisions of paragraphs 15.4 and 15.5 hereinabove also apply in cases of Statements in paper form.

17. Security Instructions

17.1 The Merchant shall apply the Security Instructions to its systems, including but not limited to POS Devices and Payment Gateway, and strictly comply with the Security Instructions and shall exercise systematic supervision and control, in order to monitor and detect any electronic security breach or attempted electronic security breach of the Transactions made by Cardholders, as well as any unauthorized access to the data of Cardholders and Cards in order to prevent, among others, theft of personalised security credentials which can be used to commit fraud ("**Sensitive Payment Data**").

17.2 The Merchant shall ensure that any third-party service provider who, by virtue of a relevant contract with the Merchant, processes Cardholders' Transactions or has access to the data of Cards and/or Cardholders, fully complies with the applicable Security Instructions throughout the term of the Agreement and the Merchant shall be liable in any case.

17.3 Nexi reserves the right to verify the Merchant's compliance with the applicable Security Instructions. To this end, it may visit the Merchant's premises at any time and the Merchant shall allow free access to Nexi's representatives (including third parties specially authorized by Nexi) to the electronic systems and devices used by the Merchant, including but not limited to POS Devices and Payment Gateway, in the context of the Agreement, for the performance of such verification.

18. Changes to the Merchant

18.1 If the Merchant has branches or more than one shop selling goods or providing services or if it establishes such branches or shops in the future and wishes to perform sales by Card acceptance therein, it shall submit a relevant request to Nexi. If such request

is accepted, their details shall be filled in in Schedule I, whereas the premises indicated therein shall fall under the scope of the Agreement, and their staff shall be bound *ipso jure* by the Agreement. The Merchant accepts any Transactions made within such branches or shops by use of POS Devices or Payment Gateway provided to the Merchant for its other premises, prior to the written acceptance of the aforementioned request by Nexi, shall not be acknowledged as valid and the provisions of paragraphs 10.3 and articles 11 and 13 hereinabove shall apply *mutatis mutandis*.

18.2 If the Merchant is of seasonal nature or is going to operate seasonally, it shall notify Nexi of the exact periodicity of its operation, prior to the execution of this Agreement. If the relevant business decision is made after the execution of this Agreement or if seasonality changes, a relevant written notice shall be sent to Nexi, before the seasonal activity begins to apply or before its new time limits. Such notice shall include the operation commencement and end dates of the Merchant and each shop separately, as well as the full details and permanent residence address of its representative for each shop, in order to enable Nexi's communication with such person, even during the periods when the Merchant is not operating, and paragraph 24.2 of the Agreement shall apply *mutatis mutandis* in this case.

18.3 The Merchant shall notify Alpha Bank in writing, without undue delay, of any change to the information provided under Schedule I , and Alpha Bank shall notify Nexi, unless Nexi has notified any additional means of information to the Merchant . If Nexi has made any payments in accordance with the data declared by the Merchant prior to the notification of such change, the Merchant shall not be entitled to raise any objection or argument, based on the undisclosed change, and Nexi shall bear no responsibility whatsoever in relation to such payments.

18.4 If the Merchant is leased, subleased, sold, or transferred in any way, the Agreement is terminated *ipso jure* and the Merchant and its lessee, sub-lessor, acquirer, universal or special successor shall notify Nexi in writing, without undue delay. It is explicitly agreed that, until a new agreement is signed, any Payment Transaction with Card shall not be accepted by Nexi and Nexi shall be under no obligation to pay any relevant amount to the Merchant. Any amounts paid shall be sought pursuant to the terms of paragraph 9 hereinabove, applicable *mutatis mutandis*, while the Merchant and the persons referred above shall be jointly and severally liable towards Nexi.

18.5 The Merchant undertakes to notify Nexi of any material change to its financial standing or its assets, as soon as it occurs, without being specifically requested to do so.

18.6 The Merchant shall immediately notify Nexi of any material change to its activity, subject to Nexi's right to terminate the Agreement in accordance with article 21.2.2(g).

19. Miscellaneous

19.1 The Merchant shall display the signs of the Cards it accepts as means of payment for the performance of Transactions with Card, on prominent spots within its shops and at least at their entrance and cash registers, as well as in the Online Channel, and shall maintain them throughout the term of this Agreement. The Merchant shall be granted with the right of use of such signs by Nexi only in the context of this Agreement.

19.2 If the Merchant mentions the means of payment for the products or services it offers, in its advertisements and any kind of promotional activities, it shall also include therein the acceptance of Cards under the Agreement, in any case preserving Nexi's prestige and reputation.

19.3 By virtue of Agreement, Nexi provides the Merchant with the ability to accept Cards as means of payment of the Transactions preformed by Cardholders at the Merchant, thus Nexi not participating in any way or interfering in the sale itself, including the qualitative and quantitative elements of the sold products or services and the determination of their price, for which the Merchant is solely responsible.

19.4 Any differences or disputes arising between Merchant and Cardholder shall be resolved under the sole care and responsibility of the Merchant, without Nexi ever being involved, in any way whatsoever. Should Nexi be charged with any amount or cost, for any reason pertaining to a Transaction between Cardholder and Merchant, the Merchant shall promptly return said amount to Nexi, along with legal default interest from the date Nexi was charged, and the provision of paragraph 9 of the Agreement shall apply.

19.5 It is explicitly agreed that Nexi is entitled to check the Merchant at any time, in order to establish compliance of the Merchant, its employees, representatives or agents with the obligations deriving from the Agreement and the provisions of the applicable legislative framework, as in force from time to time. In the event that, at Nexi's discretion, any violation is established on the part of the Merchant, Nexi reserves the right to: (a) promptly terminate the Agreement, without considering any deadline provided for in paragraph 21.2.2 below, (b) suspend and/or refuse in accordance with par. 11, as the case may be, the payment in relation to Transactions of the Merchant, which were performed in breach of the Agreement or the Instructions; and (c) seek any amounts paid for Transactions falling under the previous section, immediate reparation of any loss incurred by Nexi (including the cost of any judicial or extra-judicial proceedings between Nexi and third parties) and payment of any amounts that Nexi may be forced to pay to any third party or imposed on Nexi in the form of a fine or other administrative penalty .

19.6.1 Nexi may require the Merchant to take any measure required as may be needed to prevent fraudulent transactions, disputes, Chargebacks or credit transactions (for instance

by upgrading or replacing POS Devices or the Payment Gateway, implementation of a system approved by Nexi for monitoring of fraud or manual monitoring of transactions.

19.6.2 If the number of Disputes, Chargebacks, fraudulent transactions or credit transactions results in additional costs for Nexi, (e.g. in the form of charges payable to one or more Card Organisations), Nexi reserves the right to pass such costs on to the Merchant.

19.6.3 Nexi has the right to monitor the authorisations of Payment Transactions granted and Transactions performed by the Merchant, as well as any Dispute, Chargeback or fraudulent transaction. If such monitoring reveals significant deviations from regular activity of the Merchant or within the Merchant's industry, or if Nexi, for any other reason whatsoever, suspects that fraud has occurred in the payments sector by the Merchant, Nexi will notify the Merchant thereof and carry out any investigations that it deems suitable and reserves its right to: (a) terminate the Agreement as per paragraph 22.2.2(d) below, with immediate effect; (b) suspend and/or refuse in accordance with article 11, as the case may be, payment in relation to Transactions of the Merchant, (c) to return to the Cardholder the value of Transaction that the issuer of the Card has confirmed as being instances of fraud, provided that the Merchant has not delivered the products or services (paragraphs 4.7 and 4.8 above); (d) to request Alpha Bank (in accordance with the provisions of paragraph 19.7 below) to block the Account the amounts of the Transactions for which Transactions there is suspicion of fraud, Dispute or a Chargeback must be applied, and in case that the balance of the Account is not adequate to cover the total amount of the relevant Transactions to be blocked, to debit or block, as the case may be, any amount credited thereafter to the Account, until the total amount to be debited or blocked, as the case may be, in accordance with the relevant instruction of Nexi is collected. .

19.7.1 For the performance of this Agreement, the Merchant irrevocably authorizes and instructs Alpha Bank to block or debit, upon Nexi's request, to the extent required for the exercise of Nexi's rights in accordance with the Agreement, the relevant amount deposited to the Account, and if such amount does not cover the total amount to be blocked or debited, to block or debit, as the case may be, any amount credited to the Account thereafter, until the total amount to be blocked in accordance with the relevant request by Nexi is collected. To this effect, the Merchant shall execute and return the executed Schedule VIII to Alpha Bank.

19.7.2 For the performance of this Agreement as well as for the purposes of the above authorization and instruction in accordance with paragraph 19.7.1 of the Agreement, the Merchant waives any right to invoke any professional and / or special banking secrecy under the law and/or an agreement between the Merchant and Alpha Bank and/or Nexi.

20. Amendment of terms

20.1 Nexi is entitled to unilaterally amend the terms of this Agreement, by notifying the Merchant of said amendments, while the latter is entitled not to accept them, within a deadline of sixty (60) days, and proceed to the termination of the Agreement in accordance with article 21 of the Agreement, which termination shall become effective on the date on which such amendment would have applied.

20.2 The lapse of the deadline of the previous paragraph without the Merchant declaring that it does not accept the amendments or the performance of transactions with cards following the notification in accordance with paragraph 20.1, entails the latter's acceptance of the amendments proposed in accordance with paragraph 20.1 hereinabove.

21. Term – Termination of the Agreement

21.1.1 The Agreement is of indefinite term.

21.1.2 Without prejudice to paragraph 21.1.3, the Agreement comes into effect upon its execution.

21.1.3 In any case, the entry into force of this Agreement is subject to the prior (a) positive outcome of the Merchant Due Diligence and positive assessment of Merchant's compliance with all other relevant Nexi's policies; (b) execution of Schedule VIII thereof; (c) existence/installation and operation of POS Device and/or Payment Gateway at the Merchant.

21.2.1.1 Nexi is entitled to terminate the Agreement at any time, by written notice, and the results of the termination shall take effect after the lapse of two (2) months from its receipt, unless a later date is indicated in the termination notice, in which case the Agreement shall be terminated upon the lapse of such date.

21.2.1.2 The Merchant is entitled to terminate the Agreement at any time, in writing the results of the termination shall take effect after the lapse of one (1) month from thereceipt of the termination notice by Nexi, unless a different date is indicated in the termination notice, in which case the Agreement shall be terminated by the lapse of such date.

21.2.2. Nexi reserves the right to immediately terminate the present Agreement, without considering any deadlines, in any case:

(a) the Merchant fails to comply with any obligation under the Agreement and/or the Schedules;

(b) the Merchant closes the Account;

(c) bill of exchange or promissory notes of the Merchant are protested, or cheques issued by the Merchant are not paid, or court payment orders are issued or enforcement actions or attachment are imposed against the Merchant or the financial condition of the Merchant has otherwise worsened;

(d) Nexi has grounds to suspect that the Merchant performs fraudulent Transactions or or receives unauthorised access to the details of the Cardholders and Cards;

(e) the Merchant does not comply with the AML/CTF Legal and Regulatory Framework;

(f) in Nexi's opinion, on the basis of the Merchants Due Diligence Nexi's exposure to the Merchant's activities or prefunding for the sale of goods or the provision of services is too high, or deviates significantly from what has been agreed on conclusion of the Agreement;

(g) in Nexi's opinion, the Merchant's activities or actions are outside the Merchant's declared scope of business and/or damaging and/or may damage the image/reputation of Nexi and/or the Card Organisations;

(h) the Merchant has revoked the authorization/instruction provided in accordance with the Schedule VIII.

21.2.3 Without prejudice to Nexi's right to terminate the Agreement at a later point in time, in the cases provided for under paragraphs 21.2.2 (a), 21.2.2 (c) and 21.2.2 (f), Nexi may opt, at its discretion, to demand from the Merchant the provision of a letter of guarantee or other type of security interest instead of terminating this Agreement.

21.3 Upon termination of the Agreement, for any reason whatsoever, the routing of Card Transactions' data to Nexi shall be stopped and the Merchant shall remove the signs provided to it by Nexi from its premises and/or the Online Channel (paragraph 19.1 of the Agreement), along with and any other distinguishing feature granted to it by Nexi. The Merchant shall also allow the removal of POS Devices installed by third parties acting under Nexi's instructions and/or Payment Gateway and return any kind of material that came to its possession by virtue of the Agreement, including in case where the Merchant has closed its point of sale or the Online Channel. Therefore, any Transaction with Card performed after the termination of this Agreement shall not be acknowledged as valid by Nexi and Nexi shall be under no obligation to pay the Merchant any amount, which if paid shall be sought according to the provisions of paragraph 9 hereinabove, which survives termination, until settlement is completed (paragraph 21.4).

21.4 It is hereby explicitly agreed that, in the event of termination, all pending financial liabilities under the Agreement shall be settled within a maximum time period of fifteen (15) days. Should it emerge from the above settlement that the Merchant has a debt towards Nexi, the provisions of paragraph 10.3, 11 and article 9 above shall apply.

21.5 The provisions of articles 9, 10, 11, 14, 15, 16, 18, 25 and 26 of the Agreement shall survive termination of the Agreement and shall remain in force until the parties' financial liabilities are settled in full.

22. Liability – Force Majeure

22.1 Without prejudice to paragraphs 7.2.2. and 7.3, the Merchant shall indemnify Nexi for any losses or claims, including but not limited to claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), as well as fines or fees that may be imposed on Nexi by any third party or Card Organisations as a result of the Merchant's breach of and/or failure to comply with the Agreement and/or relevant regulations and legislation applicable to the Merchant. The foregoing is without prejudice to Nexi's right to terminate the Agreement as per paragraph article 21.

22.2 The Merchant is liable for the actions and omissions of its suppliers, and shall only use suppliers that meet the Instructions and security requirements established by Nexi and/or the Card Organisations.

22.3 Nexi is not in any case responsible for interruptions of the Acquiring Service, even if only temporary, due to acts or events that are attributable or Force Majeure, any fortuitous event and, in general, any impediment or obstacle that is incapable of being anticipated or predicted by common due diligence. In such cases, Nexi undertakes to intervene as soon as possible, in order to restore the provision of the Acquiring Service.

22.4 Where Nexi has paid the amount corresponding to the Transaction to the Merchant in accordance with paragraph 10.2, Nexi subrogates itself in all rights, actions and any guarantees of the Merchant against the Cardholder.

22.5 It is agreed that the Merchant is liable for any disputes, complaints or claims of the Cardholder relating to the supply of goods and/or provision of services at the Merchant's point of sale or through the remote transactions.

23. Assignment/Substitution

It is hereby explicitly agreed that the Merchant is not allowed to assign any rights and/or obligations deriving from this Agreement to third parties and/or be subrogated by third parties, without Nexi's explicit prior written consent. The same does not apply to Nexi, which is entitled at any time to freely assign its rights and/or obligations and/or be subrogated by third parties in relation thereto, in this Agreement.

24. Communication

24.1 All documents relating to this Agreement, whether in paper or electronic form, shall be sent to the following address if intended for Nexi:

NEXI PAYMENTS GREECE S.A.

15, Charilaou Trikoupi Street

10678, Athens

or to the electronic address npgr.operations@nexigroup.com

24.2 Subject to paragraph 24.5 below and Nexi's right to notify any document (including for the avoidance of doubt any updates to the written notice for the processing of personal data) in paper or electronic form to the address specified in Schedule I, any document relating to the Agreement, if intended for the Merchant shall be available on the Merchant Portal. Therefore, for the proper performance of this Agreement, the Merchant shall connect to the Merchant Portal at least once per month in order to retrieve the Statements (in any case within fifteen (15) days from the date on which they become available to the Merchant), as well as any type of communication and updates, including any updates to Instructions/Security Instructions notified by Nexi.

24.3 Each of the parties is entitled to change the aforementioned address, postal or electronic, by means of a written notification whose results shall take effect upon its receipt by the counterparty to whom it is addressed and in the case of the Merchant it shall be deemed to amend Schedule I while in the case of Nexi it shall be deemed to amend paragraph 24.1 of the Agreement. The legal address of each party shall be deemed as the latest designated address.

24.4 If it is not excluded by law or by the Agreement, all notifications for which written form is required shall be deemed fulfilled by sending on a durable media to the email address indicated by the Merchant in Schedule I of the Agreement or to any different, subsequently indicated address. Such notifications may, however, be found by the Merchant within the appropriate area provided on the Merchant Portal.

24.5 In some residual cases, Nexi may use different modes of remote notification, such as for example calls for the transmission of automated message without human intervention. Subject to compliance with the provisions on the protection of personal data, telephone communications between Nexi and the Merchant may be recorded.

25. Confidentiality

25.1 Confidential and classified shall be the information, data, methods, techniques and procedure applied by Nexi for its organization, its product and pricing policy, its business plans and strategy, its know-how, collaborations, planning, development and marketing of its products and services, as well as any personal data, whether special or not, which is relevant to or associated with its clientele, natural or legal persons, Cardholders and their Transactions, regardless of whether or not they are identified as confidential or classified. In case of any doubt over how certain information qualifies, it should be considered as confidential. Confidentiality of information is not affected by whether it came to the Merchant's knowledge orally, in writing or electronically or in any other way or by how it was subsequently revealed or disclosed.

25.2 The Merchant hereby undertakes the explicit obligation to preserve the confidentiality and privacy of information, as set forth in paragraph 25.1 hereinabove, and any other material which may be disclosed to it or come to its knowledge in any way whatsoever, in the context of implementation of the Agreement's. To this end, the Merchant shall take all necessary measures, such as signing a similar confidentiality agreement, in order to prevent its staff, employees, partners of any kind or any of its agents from revealing or disclosing or directly or indirectly allowing disclosure or publication of confidential information to any third party. For the purposes of this article, the meaning of a third party shall include any person not directly or indirectly involved in the execution of this Agreement.

25.3 The Merchant is not allowed to announce, reveal, disclose or facilitate the revelation or disclosure of the aforementioned confidential information to any third party, without Nexi's explicit prior written consent, unless:

- a)** such information has already been disclosed, without breaching the confidentiality obligation or the terms of this Agreement, particularly because they have already been made public by Nexi itself; or
- b)** such disclosure is required by the applicable Greek legislation or an act or decision by a competent administrative or supervising or judicial authority, in which case the Merchant shall promptly notify Nexi of such event and inform the pertinent authority of the confidential nature of Nexi's information which is to be disclosed; or
- c)** Nexi informs the Merchant in writing that such information may be disclosed.

25.4 In any case of breach of the confidentiality obligation of this article by the Merchant, its employees, agents or partners, Nexi shall be entitled to terminate this Agreement and request reparation of any damages incurred in relation thereto, from the Merchant as well

as the employee, agent or partner, natural or legal person of the Merchant who violated it, who shall be jointly liable with the Merchant.

25.5 The obligations set forth in this article shall bind the Merchant for a time period of five (5) twelve-month periods, as of the date when each information came to the knowledge of the Merchant and/or its agencies, representatives or employees.

25.6 Without limiting the discretion of Nexi as regards the handling of information relating to the Merchant, the Merchant accepts that – subject to compliance with the applicable data privacy legislation - Nexi is in all cases entitled to disclose information about the Merchant to the Card Organisations, technical subcontractors and other companies, provided that such disclosure is required in order for Nexi to meet the applicable compliance and security requirements and for providing the Acquiring Service to the Merchant. Further, if Nexi and the Merchant have entered into the Agreement based on a reference, a lead, or mediation by or similar, from a cooperation partner to Nexi, Nexi may provide necessary information regarding the Agreement and the acquiring relationship to the cooperation partner (such as e.g. the Merchant's name, address, information regarding accepted Cards etc.), in order for Nexi to fulfil its obligations to inform such cooperation partner and to pay any agreed fee for the reference (referral fee) to it. For the avoidance of doubt this clause does not affect the legal basis under which the processing of the relevant data may take place under the applicable data privacy legislation.

26. Processing of Personal Data

26.1 Each of the parties processes the personal data of Cardholders (and-in particular with regard to Nexi-the personal data related to the Merchant as well), in order to serve the purpose of their activity. In particular, Nexi processes Cardholders' data for the Card's operation as means of payment and of the Merchant for the performance of the Agreement, in accordance with the written notice for the processing of personal data notified to the Merchant from time to time (the current issue of the written notification is attached as Schedule III) and the Merchant processes the data of the Cardholders for the completion of the sale of products and/or services offered to its clients. In this context, each of the parties is exclusively responsible for the processing performed in accordance with the above and thus for its compliance with the provisions of national and EU legislation on the protection of individuals with regard to the processing of their personal data.

26.2 Each of the parties undertakes to promptly inform its counterparty in the event that personal data processed also by the counterparty are leaked or their integrity is impaired and provide assistance, as required, in order to immediately address the incident.

In all cases, the Merchant is required to follow strictly the applicable data protection legislation with respect to any personal data processed within the context of the

relationship covered by this Agreement and shall also indemnify and hold harmless Nexi, its affiliates, its directors, employees and any other associated person for any damages they may suffer (including, but not limited to, fines and third-party claims) due to any breach on the part of the Merchant of the above requirement. Moreover, and without limiting the aforementioned liability of the Merchant, the Merchant shall implement all instructions issued by Nexi on such matters and shall inform Nexi on any issue known to the Merchant that may lead to a breach of the personal data privacy legislation by either the Merchant or Nexi.

26.4 In addition to the foregoing and without prejudice to their generality:

(a) The Merchant shall be making available to all interested data subjects any privacy statements issued by Nexi and delivered to the merchant or any notifications as to where such data privacy statements can be found. Such notifications shall be made available in the manner proposed by Nexi.

(b) The obligation of the Merchant to fully comply with the data privacy legislation requirements supplements any other associated obligations of the Merchant under this Agreement (for instance the data security obligations foreseen in par. 14 of this Agreement), and therefore all cases where a matter is regulated both under the GDPR and this Agreement the most protective provision shall be the one applicable.

26.5 The Merchant has read carefully the Data Privacy Notice of Schedule III hereof and confirms that he understands it fully, that it covers in a clear and transparent way everything that has to be covered and that he has no objections as to its content and the processing operations foreseen therein. Moreover, the Merchant undertakes that each time the Data Privacy Notice is updated by Nexi, the Merchant shall perform the same exercise without delay and shall inform Nexi about any needed clarifications or any objection as soon as possible and in any case no later than 7 business days as of receipt. For the avoidance of doubt, nothing in this Agreement shall prejudice the non-waivable rights that the Merchant may have under the data privacy legislation.

27. Complaints Handling

27.1 The Merchant may submit complaints to Nexi by email to:
npgr.complaints@nexigroup.com.

27.2 Each complaint must contain the details of the Merchant, that allow its identification, the facts on which the complaint is based as well as a signature or similar element that makes it clear that the relevant document comes from the particular Merchant.

27.3 Nexi will respond to the complaint within fifteen (15) business days of its receipt, indicating, in the event of acceptance, the expected times for the resolution of the problem. If Nexi is unable to respond within fifteen (15) business days for reasons, either beyond its control, or due to the complexity of the required investigation, Nexi will inform the Merchant for the reasons of the delay in answering to the complaint and will specify the deadline by which the Merchant will receive the final reply. In any event, the deadline for receiving the final reply shall not exceed thirty-five (35) business days.

28. Jurisdiction – Applicable Law

For any disputes arising from this Agreement, the competent courts shall be the Courts of Athens and the applicable law shall be Greek Law, including Law 4537/2018, on payment services, as amended and in force, transposing into Greek law Directive 2015/2366/EU.

29. Schedules - Transitional provision

29.1 This Agreement and the Schedules attached hereto, along with any other Schedule to be signed and attached to it in the future, form a single, indivisible whole, they constitute the complete agreement between the parties and abolish and replace any prior relevant agreement.

29.2 As of the effective date of this Agreement pursuant to paragraph 21.1 of the Agreement, the Merchant explicitly states and accepts that each Transaction performed by virtue of any previous agreement between Merchant and Nexi, even if performed prior to the effective date hereof and have not been settled yet, will be also governed by the terms of this Agreement.

This Agreement was executed in duplicate counterparts, each party receiving one.

THE PARTIES

**ON BEHALF OF NEXI PAYMENTS
GREECE S.A.**

ON BEHALF OF THE MERCHANT

.....

(full name)

(full name)

.....

(title)

(title)

.....

(signature)

(signature)