

## SECTOR SPECIFIC MERCHANT TERMS – CONTRACTS FOR DIFFERENCE

Where you accept payments from and/or make Refunds to Buyers in connection with contracts for difference investments (including forex, binary or analogous investments), the following additional provisions apply to you:

### 1. YOUR ADDITIONAL OBLIGATIONS

#### 1.1 You must not:

- a) submit any Transaction Data to us in respect of Transactions relating to the purchase of contracts for difference (including forex, binary or analogous) investments ("**CFD Investments**") where the Buyer is located in a country where such Transactions are contrary to any Applicable Law;
- b) use our facilities to provide, or to assist others in providing, CFD Investments to any Person located in a country where such provision would be contrary to any Applicable Law;
- c) use our facilities to process or assist others in processing Transactions relating to CFD Investments from any Person located in a country where such processing would be contrary to any Applicable Law;
- d) make payments in relation to Transactions relating to CFD Investments to any Person located in a country where such payments would be contrary to any Applicable Law, from accounts held with us; and/or
- e) pay any revenues/profits arising from Transactions relating to CFD Investments initiated or carried on in a country where such transactions are contrary to any Applicable Law, into accounts held with us.

### 2. MATERIAL BREACH

- 2.2 You acknowledge and agree that any breach of these provisions shall be a material breach of your Agreement with Worldpay.

### 3. COMPLIANCE

- 3.1 You represent and warrant that throughout the term of the Agreement, you have and shall maintain appropriate technical and organisational measures in relation to your business to ensure compliance with all Applicable Laws, all Sanctions, all Network Rules and the terms of the Agreement which includes adequate and appropriate Transaction and Buyer monitoring systems involving the real-time screening of customers, customer accounts and/or Transactions.
- 3.2 You undertake to provide us with such information as we may reasonably request within thirty (30) days of the end of each calendar quarter as we require to assess your financial performance and health and your compliance with your obligations under the Agreement. Such information may include financial statements and accounts (including but not limited to your profit & loss account, balance sheet and cash-flow statement); details relating to the number, type (e.g. retail or professional) and profile of Buyers; and evidence of the goods/services provided by you and underlying assets classes, in each case for the calendar quarter we request.