

**SECTOR SPECIFIC MERCHANT TERMS – MARKETPLACES**

**1. Marketplace Operator**

- 1.1 If you qualify as a marketplace for the purposes of the Card Schemes (a "**Marketplace**"), the additional provisions contained in these additional terms shall apply. A breach by you of any provision in these additional terms shall be considered a material breach of the Agreement.

**2. Amendments to the Agreement**

- 2.1 For the purposes of the Agreement, the following clauses are hereby amended (and where used in the Agreement, such provisions shall be interpreted mutatis mutandis):

(a) In clause 1.1:

- (i) the below definitions are deleted and replaced with the following:

**"Buyer"**: a person who has ordered goods and/or services from a Seller via the Marketplace;

**"Transaction"**: any transaction between a Seller (whether acting through your agency or otherwise) and a Buyer, which is conducted via the Marketplace and in relation to which the Services are supplied;

- (ii) the following new definitions are included:

**"Authorised Payment Institution"**: a Payment Institution (as defined under the Payment Services Directive EU 2015/2366 of the European Union ("**PSD2**") authorised by the competent person in accordance with PSD2 in the jurisdiction in which the relevant entity is incorporated;

**"Marketplace Location(s)"**: the Marketplace's principal place of business and any additional Marketplace location(s) permitted pursuant to the Network Rules;

**"Restricted Seller"**: a Seller whose agreement for the provision of acquiring services (directly with an acquirer or via a third party) has previously been terminated at the direction of a Card Scheme or a Regulatory Authority;

**"Seller"**: a provider of goods and/or services who sells such goods and/or services via the Marketplace;

**"Seller Programme Standards"**: the criteria, standards, policies and procedures to be used by you in your soliciting and assessment of Sellers, which as a minimum, are as set out in the annex to these additional terms, as amended from time to time by us in our sole discretion on fourteen (14) days written notice to you;

- (b) Clause 3.2(A) is amended to refer to "goods and/or services which the Seller has sold and supplied";
- (c) Clause 3.2(B) is amended to refer to "goods and/or services the sale and supply of which commonly falls within the Seller's business as identified to us".

**3. Merchant Obligations**

- 3.1 Throughout the term of the Agreement, you represent and warrant (as a continuing representation and warranty) that where required by Applicable Law, you have obtained and will maintain registration as

an Authorised Payment Institution and you: (i) have all necessary authorisations, licences and/or permissions to operate the Marketplace; and (ii) comply with all Applicable Laws applicable to the operation of a Marketplace, in each case in the Marketplace Location(s) and all other jurisdiction(s) in which you conduct business.

3.2 Throughout the term of the Agreement you undertake that:

- (a) a single Seller shall not:
  - (i) in any year, make sales in excess of USD 10 million (or currency equivalent) in value of Visa Card Transactions via the Marketplace (which, for the avoidance of doubt is not limited to the Transactions processed by us under this Agreement); and
  - (ii) constitute ten (10) per cent or more of the Marketplace's annual volume of Visa Card Transactions,

the "**Card Scheme Threshold**". You shall immediately notify us in writing if the Card Scheme Threshold is reached for any Seller at any time during the term of the Agreement.

- (b) each Seller shall comply with the Network Rules, Sanctions, Applicable Laws and the terms applicable to the Services, at all times;
- (c) all Transactions are compliant with Applicable Laws and Sanctions, including the Applicable Laws of the jurisdiction of both the Marketplace Location(s) and the Seller's location although we agree that you are permitted to accept Transactions from Sellers incorporated or otherwise located in a different jurisdiction to the Marketplace Location(s) in accordance with the Network Rules;
- (d) you shall enter into a contract with each Seller before you allow Transactions with that Seller to be submitted via the Marketplace;
- (e) you shall only submit Transactions for the provision of Services under the Agreement for orders completed via the Marketplace;
- (f) you shall not submit Transactions for the provision of Services under this Agreement originating from Restricted Sellers or from Sellers which do not satisfy the Seller Programme Standards;
- (g) you shall procure that each Seller will comply with all PCI SSC rules, regulations and/or standards as required of them respectively, directly or indirectly, by the Card Schemes, a Regulatory Authority, the Network Rules or Applicable Law; and
- (h) you shall provide us with such information and assistance you may require to enable us to: (i) register you as a Marketplace with the Card Schemes or as required by Applicable Law; (ii) apply for your annual re-certification and approval from the Card Schemes; and (iii) satisfy our reporting obligations to the Card Schemes or any Regulatory Authority in respect of you and/or the Marketplace.

3.3 You acknowledge and agree that:

- (a) We may at any time suspend or terminate the provision of Services in relation to Transactions from the Marketplace and/or any individual Seller:
  - (i) for any act or omission which we believe to be disreputable or which is otherwise capable of damaging the reputation or goodwill of Worldpay or any applicable Network Rules making body; or
  - (ii) where instructed to by a Network Rules making body; or

- (iii) if a Seller exceeds the Card Scheme Threshold; or
    - (iv) if any of the events or circumstances in clause 12.4(B), 12.4(C), 12.4(K), 12.4(N), 12.5(C), 12.5(F), 12.5(G) or 12.5(J) occur or apply in respect of the Marketplace or a Seller, as applicable;
  - (b) we may immediately suspend or terminate the Services and/or this Agreement in whole or in part if: (i) you cease to qualify as a Marketplace or (iii) if a Network Rules making body determines a different country or jurisdiction for the Marketplace Location(s) to that contained under this Agreement;
  - (c) you: (i) are liable for all acts, omissions, Buyer disputes and other Buyer customer service-related issues caused by a Seller; (b) accept financial liability for all Transactions; and (c) will be responsible for the handling of all disputed Transactions, credits and customer service related expenses;
  - (d) you shall not, and shall procure that a Seller shall not, transfer or attempt to transfer your or a Seller's financial liability by asking or requiring a Buyer to waive their dispute rights;
  - (e) you have all necessary and applicable rights, permissions and/or consents, whether under Law, contract or otherwise, from the Sellers to share data regarding the Seller and Transaction Data with us and Network Rules making bodies; in relation to its obligations in clause 17, you will further procure compliance with such obligations on behalf of your Sellers where necessary for Worldpay's provision of Services; and where you provide consent pursuant to clause 17, you also provide such consent on behalf of your Sellers where necessary for Worldpay's provision of Services and that you have all necessary authority to do so.
- 3.4 You undertake and agree to provide us with such evidence of compliance with this paragraph 3 as we may request from time to time, including the records of Transactions for each Seller, the contract between you and the Seller and the accounting records relating to the Marketplace Transactions.

#### 4. **Indemnity**

You indemnify us (and will keep us indemnified) on demand, defend us and holds us harmless from and against any Losses which we suffer or incur in relation to any Claim brought against us by a third party where such Claim is caused by a Seller or you or arises as a result of, or in connection with any breach or non-compliance by you of any provision of these additional terms.

### **ANNEX – SELLER PROGRAMME STANDARDS**

This annex B sets out our minimum standards and requirements that you must comply with in relation to Seller acceptance, management and monitoring.

#### 1. **Seller Recruitment**

You will:

- a) not contract with a Restricted Seller for the receipt of Services under this Agreement;
- b) before contracting with a Seller, conduct a screening exercise against the goods and/or services offered by a Seller to ensure they are permitted under Applicable Law, Sanctions and Network Rules;
- c) implement, maintain and comply with policies and procedures that are designed to verify Sellers' (including beneficial owners) identities and to detect and prevent money laundering, terrorist financing, Sanctions breaches, bribery and corruption, fraud, other abusive transactions, behaviours and/or financial crime (the "**AML & CDD Procedures**");
- d) obtain details of the Seller's location and/or jurisdiction of incorporation together with information regarding the ownership and management of the Seller (including any business registration numbers, business licences and, in relation to corporate suppliers, details of the directors and shareholders (including beneficial ownership)) in accordance with its AML & CDD Procedures ("**CDD Information**");

- e) conduct screening of persons to whom the CDD Information relates against Sanctions Lists; and
- f) conduct Seller bank account verification including to confirm that the account is valid and existing and that it is held in the name of the Seller.

## 2. **Seller Management**

You will:

- a) update the CDD Information on not less than an annual basis and in any case on the occurrence of any change in the Seller in accordance with the AML & CDD Procedures (and require in its contract with the Seller that the Seller immediately notifies you of any such change);
- b) ensure any changes to the Seller bank account are verified in accordance with the provisions in paragraph 1 above;
- c) conduct regular screening of the goods and/or services offered by the Seller to ensure they are compliant with Applicable Law and Network Rules and to take the necessary and appropriate action (including as may be required by us and/or Network Rule making bodies in their discretion) where contravening goods and/or services are identified;
- d) monitor the volume and value of Transactions processed via the Marketplace by Seller location and notify us immediately in writing if at any time, the volume/value of Transactions from Sellers located in a different country and/or jurisdiction to the applicable Marketplace Location(s) exceeds ten (10%) of the Marketplace's aggregate Transactions;
- e) on our request, provide us with quarterly reports of the Marketplace's aggregate Transaction values and/or volumes in that period and the percentage of Transactions originating from Sellers in a different location to the Marketplace Locations(s);
- f) monitor Seller Chargeback and Refund volumes/values on a regular basis and appropriately manage and regulate those Sellers who breach any agreed or otherwise reasonable thresholds;
- g) monitor each Seller's Transactions, trading performance and Transaction values and volumes against the Card Scheme Threshold and notify us if any Seller exceeds the Card Scheme Threshold; and
- h) on our request, provide us with the forecasted value and/or volume of Transactions by Card Scheme to be processed for each Seller via the Marketplace in the upcoming twelve (12) months.