

THIS AGREEMENT is made on \_\_\_\_\_ 2023

## BETWEEN

- (1) **The persons listed in Schedule 4, Part A**, each of whom enters into this Agreement individually (and each of whom is a "Merchant" or "Parent", as indicated in Schedule 4);
- (2) **The persons listed in Schedule 4, Part B**, each of whom enters into this Agreement individually (and together "Worldpay").

## IT IS AGREED AS FOLLOWS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, and in addition to the defined terms included in any of the Schedules, the following capitalised terms have the following meanings:

**"Access Code"**: a personal identification number and/or password provided to enable Merchant to access and/or use its Merchant Data Account and/or any Service;

**"Access Information"**: information provided to Merchant to enable it to access the Merchant Data Account;

**"Agreement"**: the Application Form and these terms and conditions including the Schedules, each as may be amended from time to time;

**"Application Form"**: the form completed by Merchant in respect of this Agreement;

**"Authorised User"**: an individual authorised by Merchant pursuant to clause 4.2 to access and use the Merchant Data Account;

**"Business Day"**: a day other than a Saturday or Sunday or public or bank holiday when banks are open for the transaction of business in England;

**"Buyer"**: a person who has ordered goods and/or services from a Merchant and who has initiated a Transaction in respect of that order;

**"Claim"**: any action, cause of action, dispute, difference, controversy, complaint, suit, litigation, proceeding, claim, demand or assessment, fine or similar charge arising out of, relating to, or otherwise in connection with this Agreement or its subject matter or formation, and whether arising in contract, tort (including negligence or breach of statutory duty) or otherwise;

**"Commencement Date"**: the date on which the first Transaction is processed hereunder;

**"Confidential Information"**: means this Agreement and all business or technical information (other than Transaction Data) disclosed by a Party to the other Party in connection with the Agreement;

**"Contract Year"**: each successive twelve (12) month period commencing on the Commencement Date;

**"Control" or "Controlled"**: in respect of a Party, the exercise, or ability to exercise or entitlement to acquire,

direct or indirect control over such Party by means of ownership, contract or otherwise;

**"Controller"**: any Person who alone or jointly or in common with others determines the purposes for which and the manner in which Personal Data are, or are to be, Processed;

**"Data Processor"**: any Person which Processes Personal Data on behalf of the Controller;

**"Data Protection Authority"**: any authority having regulatory or supervisory authority over Worldpay or Merchant regarding protection of Personal Data;

**"Data Protection Laws"**: all applicable worldwide legislation relating to data protection and privacy which applies to the respective Party in the role of Processing Personal Data under the Agreement; in each case as amended, repealed, consolidated or replaced from time to time;

**"Data Subject"**: an identified or identifiable natural person whose Personal Data is processed under this Agreement;

**"DPA Schedule"**: the document titled "*Worldpay Data Processing Addendum*" published online by Worldpay, accessible via the menu at the "*Worldpay Merchant Services Terms and Conditions and Associated Documents*" website at <<https://www.fisglobal.com/en-gb/merchant-solutions-worldpay/worldpay-merchant-services-terms-and-conditions-and-associated-documents>> and presently located at <https://www.fisglobal.com/en-gb/merchant-solutions-worldpay/-/media/D2F67B2C43FB4248A155AF2FEC335E51.ashx>;

**"Event of Force Majeure"**: in relation to a Party, causes beyond such Party's control, including strikes, riots, earthquakes, epidemics, terrorist actions, criminal acts by unrelated third parties, wars, fires, floods, weather, power failure, telecommunications outage, acts of any military, civil or regulatory authority, or acts of God;

**"Exchange Rate"**: the reference currency exchange rate Worldpay may notify to Merchant from time to time;

**"Fees"**: the amounts payable as set out in the Pricing

Schedule, as may be amended from time to time, or otherwise payable to Worldpay for any product or service provided in connection with this Agreement;

**"GDPR"**: as appropriate and as amended from time to time: (i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) ("**EU GDPR**"); and/or (ii) the EU GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 ("**UK GDPR**");

**"Group Company"**: in respect of a Party means any undertaking which Controls or is Controlled by or under common Control with or by such Party;

**"Initial Term"**: a period of three (3) years commencing on the Commencement Date;

**"Insolvent"**: in respect of a Party, any of the following events: (a) an execution or other process issued on a judgment, decree or order of any court in favour of a creditor of the relevant Party that is returned unsatisfied in whole or in part; (b) the relevant Party is unable to pay its debts as they fall due, or the value of the relevant Party's assets is less than the amount of its liabilities, taking into account its contingent and prospective liabilities; (c) the relevant Party agrees to a moratorium, or a moratorium is agreed or declared in respect of all or a material part of (or a particular type of) its debts or otherwise proposes, seeks or agrees to defer, reschedule or readjust any of its debts; (d) the relevant Party proposes or makes: (i) a general assignment of any of its debts; or (ii) an arrangement or composition with, or for the benefit of, some or all of its creditors in respect of all (or all of a particular type of) its debts in each case other than a solvent re-financing in the normal course of business; (e) the relevant Party is the subject of: (i) a petition for an administration order or an application for an administration order, or if an administrator is appointed to it, or if a notice of intention to appoint an administrator is filed at any court; or (ii) any step to enforce security over, or a distress, execution or other similar process is levied or served against, the whole or a substantial part of the relevant Party's assets or undertaking, including the appointment of a receiver, administrative receiver, manager or similar officer to enforce that security; (f) the relevant Party passing a resolution for its winding up, a court of competent jurisdiction making an order for its winding up or the presentation of a petition for the Party's winding up which is not dismissed within seven (7) days; or (g) the relevant Party suffers or is subject to any equivalent event, circumstance or procedure to those set out above in this definition in any other jurisdiction;

**"IP Rights"**: any copyright, trademark, trade name, trade secret, patent, database rights or other intellectual property right, including any such IP Right in Worldpay Property;

**"Law"**: all laws and regulations in force and applicable to a Party in respect of its rights and obligations under this Agreement, or to any Transaction (in respect of Merchant), including any order of a court of competent jurisdiction and the rules or directions of any Regulatory

Authority;

**"Losses"**: any liability of any kind, loss, claim, damage, interest, fine, penalty, fee, charge, cost and/or expense (including reasonable and properly incurred legal and other professional fees, costs and/or expenses);

**"Merchant Bank Account"**: an account with a duly authorised credit institution held in the name of Merchant or a third party nominated by Merchant (and in each case as acceptable to Worldpay), used to receive remittances and pay Fees and other sums due to Worldpay hereunder;

**"Merchant Data Account"**: an electronic management information account in Worldpay's systems in which Transaction Data is recorded;

**"Merchant Operating Instructions"**: any instructions, guidance or manuals made available by Worldpay, including at <https://www.fisglobal.com/-/media/fisglobal/worldpay/docs/general/customer-operating-instructions-2019.pdf?la=en-au>, that include information and requirements relating to the Network Rules and the Services, as amended from time to time;

**"Network Rules"**: those third party rules which apply in respect of the Services identified in schedule 1;

**"Party"**: a party to this Agreement and their successors and permitted assigns;

**"Person"**: any individual, company, body corporate, corporation sole or aggregate, government, state or agency of a state, firm, partnership, association, organisation or trust (in each case, irrespective of the jurisdiction in or under the law of which it was incorporated, formed or otherwise exists);

**"Personal Data"**: any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier;

**"Pricing Schedule"**: the pricing schedule of this Agreement as may be amended from time to time;

**"Processing"**: any operation which is performed upon Personal Data, whether or not by automatic means, and "Process" will be construed accordingly;

**"Sanctioned Person"**: a person that is (i) listed on, or owned or controlled by a person listed on any Sanctions List; or (ii) otherwise a target of Sanctions;

**"Regulatory Authority"**: any governmental, regulatory authority or law enforcement department, agency, commission, board, tribunal, crown corporation or other law, rule or regulation making entity (including any stock exchange or central bank) that any of the Parties and/or their Group Companies thereof submit to or are subject to the jurisdiction of in respect of this Agreement, and any successor or replacement of any of the foregoing;

**"Restricted Person"**: a person that is located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organised under the laws of a country or territory with which or in which Worldpay has determined to not

provide its Services in view of the significant corruption, financial crime, terrorist financing, political or business risks this country or territory presents (namely, the Crimea Region of Ukraine, Cuba, Iran, North Korea, and Syria);

**"Sanctions"**: any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the United States; (ii) the United Nations; (iii) the European Union and its Member States; (iv) the United Kingdom; or (v) the respective governmental institutions and agencies of any of the foregoing, collectively referred to in this Agreement as **"Sanctions Authorities"**;

**"Sanctions List"**: means the "Specially Designated Nationals and Blocked Persons" list issued by OFAC, the EU Consolidated Financial Sanctions List, the UK Sanctions List and the Consolidated List of Financial Sanctions Targets issued by OFSI, or any similar list issued or maintained or made public by any of the Sanctions Authorities;

**"Services"**: those services set out in schedule 1, as may be amended from time to time;

**"Tax"**: all forms of tax and statutory, governmental, state, federal, provincial, local, government or municipal charges, duties, imposts, contributions, levies, withholdings or liabilities wherever chargeable and whether of the USA, the UK or any other jurisdiction and any penalty, fine, surcharge, interest, charges or costs relating to it.

**"Tax Authority"**: any taxing or other authority (in any jurisdiction) competent to impose, administer or collect any Tax.

**"Transaction"**: any transaction between Merchant and a third party permitted under this Agreement in relation to which the Services are supplied;

**"Transaction Data"**: Transaction Personal Data and any other data relating to a specific Transaction;

**"Transaction Personal Data"**: Personal Data relating to a specific Transaction and which it is necessary to Process in connection with the provision of the Services;

**"UK"**: the United Kingdom of Great Britain and Northern Ireland;

**"Worldpay's Privacy Statement"**: the Worldpay privacy statement available on Worldpay's corporate website; and

**"Worldpay Property"**: the Services, including without limitation, any materials delivered to Merchant hereunder and any invention, development, product, IP Rights, software program, or derivative thereof, developed in connection with providing the Services or during the term of this Agreement.

1.2 Any reference to a clause will be to the relevant clause of these terms and conditions and a part or paragraph will be to the relevant part or paragraph of the relevant Schedule. Any reference to a Schedule will be to a Schedule to these terms and conditions.

1.3 The use of the term "including" and derivations thereof means including but not limited to.

1.4 References to a person include a natural person, corporate or unincorporated body (whether or not having separate legal personality) and include reference to that person's successors or assigns. References to an undertaking means a body corporate or partnership, or an unincorporated association carrying on a trade or business, with or without a view to profit.

1.5 Words importing the singular include the plural and vice versa where the context so requires.

1.6 In the event of any inconsistency between these terms and conditions and any Schedule, the provisions of such Schedule will prevail to the extent of such inconsistency (Schedule 4, Part B prevailing among the Schedules) and each shall take precedence over the Application Form to the extent of such inconsistency.

1.7 Any reference to Worldpay in this Agreement shall be a reference to the entity providing the relevant Services as described in Schedule 4, part B.

## 2. PROVISION OF THE SERVICES

2.1 In consideration of Merchant paying the Fees, Worldpay will, in accordance with all Laws, provide the Services from the Commencement Date.

2.2 Each Party will make reasonable efforts to implement the Services as soon as practicable following the date of this Agreement. Worldpay is only required to provide the Services in respect of Merchant's business as set out in the Application Form at the Commencement Date and only to the extent permitted by Law. Merchant must obtain Worldpay's prior written consent before making any change to the goods and/or services sold by Merchant which commonly fall within Merchant's business and as set out in the Application Form and for which the Services are being provided.

2.3 Neither Worldpay nor any Group Company is obliged to execute any Transaction or provide any Service that fails to comply with any Law or the Network Rules, in any jurisdiction. Merchant therefore acknowledges and agrees that Worldpay is not obliged to execute any Transaction or provide any Service to Merchant under this Agreement that Worldpay considers, in its sole discretion, would breach any Law or the Network Rules in any jurisdiction.

## 3. MERCHANT'S GENERAL OBLIGATIONS

3.1 Merchant must at all times comply with all Laws, all Sanctions, all Network Rules and the terms applicable to the Services received, as if Sanctions applied directly to Merchant. Merchant must not use, or allow the use of, the Services provided by Worldpay in a manner that would result in a violation of Sanctions by Merchant or that could cause Worldpay to violate Sanctions, including by engaging in any activity to provide the Services to any person, including any legal entity or government, in violation of Sanctions.

3.2 Without prejudice to clause 3.1, Merchant will not do nor omit to do anything which Worldpay



reasonably believes to be disreputable, or which is otherwise capable of damaging the reputation or goodwill of Worldpay or any applicable Network Rules making body.

3.3 Merchant will ensure its systems and processes meet Merchant Operating Instructions and are able to receive the Services at Merchant's expense.

3.4 Merchant shall not (and shall not permit a third party to) circumvent, attempt to circumvent, reverse engineer, duplicate, mimic, use or copy any technology of a proprietary nature, in whole or in part to which it is granted access in the provision of any of the Services.

#### 4. MERCHANT DATA ACCOUNTS

4.1 Worldpay will provide Merchant with Access Information and one or more Access Codes for use with the Merchant Data Account.

4.2 Merchant will notify to Worldpay in writing the names of its Authorised Users from time to time.

4.3 Merchant authorises Worldpay to act on any instruction received from an Authorised User. Where Worldpay receives any instruction from a person using an Access Code or Access Information, Worldpay shall be entitled to treat such instructions as having been received from an Authorised User. Worldpay is under no obligation to check the authenticity or accuracy of instructions or other data received from an Authorised User.

4.4 Merchant will ensure that none of the Access Codes or Access Information is disclosed to any person, except for those of its Authorised Users who need to know them. Merchant will ensure that its Authorised Users are aware of the requirement to keep the Access Codes and Access Information secure and confidential.

4.5 Merchant agrees that it is solely responsible for establishing, applying and maintaining robust security systems and procedures sufficient to monitor effectively all access to, and use of, the Access Codes and Access Information and ensure that all Transaction Data and any data that has been accessed, printed or otherwise downloaded from the Merchant Data Account is retained securely at all times.

4.6 If Merchant suspects or becomes aware that there has been or may be, any unauthorised use of the Access Codes or Access Information, Merchant will notify Worldpay immediately of the same by telephone and will confirm the same in writing as soon as possible thereafter using such contact details as Worldpay provides from time to time. Upon receipt of any such notification, Worldpay will disable the Access Codes so notified.

4.7 Unless approved otherwise by Worldpay in writing in advance, Merchant will only submit Transaction Data to Worldpay directly from its own personnel and systems.

4.8 Worldpay will display the Transactions in the Merchant Data Account. Merchant is responsible for maintaining its own records related to Transactions, and

for reconciling such records against the Merchant Data Account and must notify Worldpay promptly and, in any event, no later than one (1) month after any unauthorised, incorrect or disputed entry is entered in the Merchant Data Account, whether in relation to the Exchange Rate applied or otherwise. Following the expiry of this period, the entries in the Merchant Data Account shall be deemed as agreed.

#### 5. FEES AND OTHER SUMS DUE FROM MERCHANT

5.1 Merchant will pay Worldpay the Fees and any other sums payable under this Agreement within eighteen (18) days of receipt of the applicable invoice. Interest shall accrue on any amounts thirty (30) days past due at the rate of twelve percent (12%) per year (or, if lower, the maximum rate permitted by applicable Law), except for Disputed Amounts. "**Disputed Amount**" means Fees invoiced by Worldpay which are disputed by Merchant in good faith for which Merchant provides a reasonably detailed notice of the dispute before such amounts are past due. A dispute will not exist as to an entire invoice merely because certain amounts on the invoice are Disputed Amounts.

5.2 Worldpay shall be entitled to deduct from any amounts owing by it to Merchant, its Fees and such other amounts as are owing to it hereunder.

5.3 Merchant authorises Worldpay, at Worldpay's option, to debit the Merchant Bank Account for all sums that become due and payable by Merchant to Worldpay under or in connection with this Agreement.

5.4 Worldpay shall, if practicable, notify Merchant in advance of any sums payable by Merchant to Worldpay which Worldpay intends to debit by direct debit.

5.5 All Fees and other sums payable by Merchant under this Agreement are exclusive of VAT and any other applicable taxes that may apply hereto under any Law. Merchant will pay such tax upon receipt of a valid tax invoice therefor. If Merchant is required by Law to make a deduction or withholding from any payment due under this Agreement, it shall pay such additional amounts as are required to ensure that the net amount received and retained by Worldpay equals the full amount that would have been received and retained by it had no such deduction or withholding been made and/or no such liability to tax been incurred.

5.6 Any Tax payable in respect of the Services provided or payments made under this Agreement (other than Tax payable on Worldpay's net income, profits or gains) will be payable by Merchant. In the event that Worldpay and Merchant are jointly liable to a Tax Authority for any Tax, such sums will be payable by Merchant. Worldpay may at its sole discretion, but shall not be obliged, to pay any such Tax to the relevant Tax Authority. In the event that Worldpay pays any Tax owed by Merchant under this Agreement, Merchant agrees to immediately indemnify Worldpay against, and reimburse Worldpay for, such sums. Worldpay may, at its sole discretion, deduct such sums from any Remittance, Outward Payment or sums held by Worldpay and owed

to Merchant.

5.7 Subject to clause 5.6, any Remittance or Outward Payment will be made without a deduction or withholding for, or on account of, Tax imposed or levied by or on behalf of a Tax Authority (a "Tax Deduction") unless such Tax Deduction is required by Law, in which case Worldpay will make such Tax Deduction in the minimum amount required by Law and will pay such amounts as are due to the relevant Tax Authority required in connection with the Tax Deduction within the time allowed by Law. For the avoidance of doubt, Worldpay will not be obliged to increase or gross-up any payment on account of any Tax Deduction and will pay the Remittance or Outward Payment to the Merchant Bank Account (or as directed) net of any such Tax Deduction. At Merchant's request, Worldpay will provide confirmation that the Tax Deduction has been made and/or that the appropriate payment has been paid to the relevant Tax Authority.

5.8 In the event that a Tax Authority requires information of Worldpay in relation to Merchant and/or Transactions processed under this Agreement then Merchant hereby agrees that Worldpay may provide such information. Merchant agrees to provide Worldpay with its Tax identification details on request.

## 6. MERCHANT BANK ACCOUNT

6.1 Merchant shall open and maintain the Merchant Bank Account throughout the term of this Agreement and for such period as may be required thereafter (in any case not less than twelve (12) months after termination) for the purposes of any applicable provisions of this Agreement.

6.2 Promptly following a request by Worldpay, Merchant will establish and maintain (or where applicable procure the establishment and maintenance of) a direct debit mandate or equivalent in a form reasonably acceptable to Worldpay, authorising Worldpay to debit from the Merchant Bank Account all Fees and other sums that become due and payable by Merchant to Worldpay under, or in connection with, this Agreement and will ensure that the Merchant Bank Account at all times has a credit balance sufficient to meet any sums due and payable to Worldpay hereunder. Merchant shall not make any change to such direct debit mandate without Worldpay's prior written consent.

6.3 Clauses 5 and 6 shall not prejudice Merchant's rights under Law or the UK Direct Debit Guarantee Scheme to recover payments made to Worldpay by direct debit.

6.4 Merchant will notify Worldpay in writing in advance of any change to the Merchant Bank Account (other than general administrative changes) which it or a third party (including the relevant bank) wishes to make, and not implement any proposed change without Worldpay's prior written consent (such consent not to be unreasonably withheld or delayed).

6.5 Any Remittance made, at Merchant's direction, by Worldpay to a Merchant Bank Account in the name of

a person other than Merchant will constitute good receipt by Merchant of the sum due and owing by Worldpay to it in relation to Worldpay's liability to Merchant under this Agreement.

## 7. SET-OFF

7.1 Worldpay Group may and is authorised, without prior notice and both before and after demand, to set off the whole or any part of Merchant's liabilities to Worldpay, whether such liabilities are present or future, actual or contingent, or liquidated or unliquidated, against any sums held by Worldpay and owed to Merchant whether under this Agreement or any other agreement between Worldpay and the Merchant.

7.2 For the purpose of exercising its rights under clause 7.1: (a) Worldpay is entitled to convert and/or exchange any currency and is authorised to effect any such conversions at the then prevailing Exchange Rate; and (b) if Merchant's liability is contingent and/or unliquidated then Worldpay may set off the amount it estimates in good faith will be the liquidated amount.

7.3 Merchant is not entitled to set off any of Worldpay's liabilities under this Agreement against any liability owed by it to Worldpay (or any of them).

7.4 Any exercise of any of Worldpay's rights under this clause 7 shall be without prejudice and in addition to any other rights and remedies available to it under this Agreement or otherwise.

## 8. GUARANTEE AND SECURITY

8.1 Worldpay may at any time require that Merchant procures, within thirty (30) days of receiving Worldpay's written request, that Merchant, and/or a person (or persons) reasonably satisfactory to Worldpay, provide Worldpay with a guarantee, indemnity, cash reserve or other security (including the replacement of any existing security) in such form and over such assets (including the Merchant Bank Account) as Worldpay may reasonably require to secure to Worldpay's reasonable satisfaction the performance of Merchant's obligations (including contingent or potential obligations) from time to time under this Agreement ("Security").

8.2 Worldpay will be entitled to charge Merchant for its reasonable costs incurred in obtaining the Security referred to in this clause 8.

## 9. TERM AND TERMINATION

9.1 This Agreement comes into force on the date set out at the head of this Agreement and subject to any other term hereunder, unless otherwise terminated (in whole or in part) earlier in accordance with its terms, will continue for the Initial Term or such other minimum period agreed for a particular Service.

9.2 The term of this Agreement will automatically be renewed for successive one (1) year periods unless either Party gives written notice to the other Party, at least two (2) months prior to the scheduled date of expiration of the Initial Term or any renewal term, that this Agreement shall terminate.

9.3 Without prejudice to any other rights and remedies available to it under this Agreement, Merchant may at any time immediately terminate this Agreement or any Service by written notice to Worldpay if:

- (a) Worldpay commits a material breach of this Agreement which is not capable of remedy, or if capable of remedy, is not remedied to Merchant's reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy and describing the breach in reasonable detail;
- (b) Worldpay becomes Insolvent; or
- (c) Merchant or a Group Company of Merchant, becomes entitled to terminate for a material breach, any other agreement it has with Worldpay; or
- (d) Merchant is required to do so under Law.

9.4 Without prejudice to any other rights and remedies available to it under this Agreement, Worldpay may at any time immediately suspend and/or terminate this Agreement or any Service (in full or in part), by written notice to Merchant if:

- (a) Merchant commits a breach of clauses 3.2 or 5.1;
- (b) Merchant commits a material breach of any other of its obligations under this Agreement which is not capable of remedy, or if capable of remedy, is not remedied to Worldpay's reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy and describing the breach in reasonable detail;
- (c) the risk profile of the Merchant increases significantly and/or Merchant or any Parent becomes Insolvent;
- (d) Merchant or any Parent ceases or there is a reasonable likelihood of it ceasing to carry on all or a material part of its business, except for the purpose of a bona-fide solvent reconstruction, amalgamation, reorganisation, merger or consolidation;
- (e) there is an occurrence of any circumstance, event or series of circumstances or events that materially adversely affects Merchant's ability to meet its current or future liabilities (or potential liabilities) or obligations under this Agreement;;
- (f) Merchant uses, or permits the use of, any of the Services or Worldpay's systems for any purpose contrary to Law;
- (g) Worldpay, or any Group Company of Worldpay, becomes entitled to terminate for a material breach, any other agreement it has with Merchant;
- (h) Worldpay becomes entitled to enforce any Security granted pursuant to clause 8 or such Security is not provided within the required timeframe;

- (i) there is a threatened or actual withdrawal, removal, termination or unenforceability of, any Security granted pursuant to clause 8;
- (j) Worldpay is required to do so under Law, Network Rules or its internal policies, or reasonably believes (in its sole discretion) that the Transaction or this Agreement or the performance of it may be contrary to Law, Network Rules, its internal policies or Sanctions, including by providing the Services to a Sanctioned or Restricted Person;
- (k) Merchant becomes a Sanctioned or Restricted Person, including but not limited to by virtue of its ownership or control;
- (l) Merchant undergoes a change of Control, or a sale or other disposal of any substantial division or part of Merchant's business;
- (m) there is a withdrawal, material amendment, lapse or termination of any licence, permission or authorisation required to operate Merchant's business;
- (n) if any Regulatory Authority or court of competent jurisdiction (an "**Authority**") has taken action or made statements, orders, requests, directives or demands regarding the activities of Merchant or another person operating in the same industry ("**Actions or Communications**") and Worldpay determines in its sole and absolute discretion that the Actions or Communications of any Authority may harm or otherwise adversely affect, directly or indirectly, the reputation or goodwill of Worldpay or any applicable Network Rules making body if Worldpay continues to process Transactions under this Agreement; or
- (o) Worldpay's agreement to use any third-party software or service upon which the Service relies expires or is terminated; provided, however, that prior to any such termination, Worldpay shall use reasonable efforts develop a work around that allows Merchant to continue to receive the Service or similar software or services without material interruption, reduction in quality, or increase in fees.

9.5 Merchant acknowledges and agrees that suspension or termination by Worldpay in accordance with clause 9.4 or under the Schedules shall in no way create any cause of action, Losses, Claim or any other right ("**Action**") in favour of Merchant against Worldpay whether under Law, contract, equity or otherwise. Without prejudice to the foregoing and notwithstanding clause 18.1, Merchant hereby waives, and fully releases and discharges Worldpay and its Group Companies from, any Action Merchant may otherwise have arising from Worldpay exercising such suspension or termination right, including any challenge in relation to the exercise of Worldpay's discretion, and Merchant agrees that it shall not apply to any Authority for any form of relief, including (without limitation) injunctive relief, that could constrain or prevent Worldpay from exercising any



of its rights of suspension or termination.

9.6 Merchant will inform Worldpay immediately upon becoming aware of the occurrence of any of the events referred to under sub-clauses 9.4(a), (c), (d), (e), (f), (i), (j), (k), (l), (m) and (n).

## 10. CONSEQUENCES OF TERMINATION

10.1 Upon termination of this Agreement all rights and obligations of any Party will cease to have effect immediately, save that the clauses and paragraphs which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination (including clauses 5, 6, 7, 10, 11, 12, 12.8, 16, 17.5, 18, 18.1, 20, 22.1, 22.3, 22.4, 22.7, 22.8, 23 and 24); and termination will not affect accrued rights, obligations and liabilities of any Party under this Agreement as at the date of termination.

10.2 If this Agreement is terminated pursuant to clause 9.2, Worldpay will, if requested to do so and subject to agreeing in advance the charges payable for such assistance, provide Merchant with reasonable assistance during the relevant notice period to facilitate Merchant's arrangements for the transfer of the terminated Services to another service provider.

10.3 Upon the termination of this Agreement for whatever reason: (a) Worldpay will have no obligation to retain, store or make available to Merchant any data (including Transaction Data), records or other information relating to any of the Services or Transactions; (b) each Party will remove any reference to the other from any promotional material or literature, agreement or website; and (c) Merchant shall (i) discontinue all use of the affected Services and (ii) promptly return to Worldpay any related Worldpay Property.

## 11. INDEMNITY

11.1 Merchant indemnifies (and will keep indemnified) on demand, defends and holds harmless Worldpay from and against any Losses which Worldpay suffers or incurs in relation to any Claim brought against Worldpay by a third party where such Claim is caused by Merchant or arises as a result of, or in connection with any breach by Merchant of clauses 3.1 (in respect of Law, Sanctions and Network Rules only), 4 or 16, or any security breach, compromise or theft of Transaction Data held by Merchant or on Merchant's behalf (other than by Worldpay).

11.2 Worldpay indemnifies (and will keep indemnified) on demand, defends and holds harmless Merchant from and against any Losses which Merchant suffers or incurs in relation to a Claim brought against Merchant by a third party in respect of a breach by Worldpay of clause 16, or any security breach, compromise or theft of Transaction Data held by Worldpay on Merchant's behalf.

11.3 In addition to clause 12.9, the obligations in this clause 11 are contingent upon the indemnifying Party having sole control over the defence and settlement of such Claims.

## 12. EXCLUSION AND LIMITATION OF LIABILITY

12.1 Nothing in this Agreement will operate to exclude or limit a Party's liability:

- (a) for such Party's fraud or fraudulent misrepresentation;
- (b) for death or personal injury resulting from such Party's negligence;
- (c) (in the case of Merchant) to pay any Fees or other monetary amounts due under this Agreement; or
- (d) to the extent that it cannot be lawfully excluded or limited,

and each of the following provisions of this clause 12 is subject to this clause 12.1.

12.2 Each Worldpay Party will be liable under this Agreement jointly and severally and, where there is more than one Merchant, each Merchant will be liable under this Agreement jointly and severally. In the event there is at any time a Parent who is a Party to this Agreement, in consideration of Worldpay providing Services to each Merchant at the request of Parent, Parent will indemnify Worldpay on demand and keep Worldpay indemnified in respect of any Losses which Worldpay may suffer or incur or other amounts for which Worldpay is or becomes liable (including any penalty, fine, surcharge or costs related thereto) in connection with any non-performance by a Merchant (including, where one or more accession agreements have been entered into, any new merchant thereunder) of any of its obligations under this Agreement.

12.3 Subject to clause 12.1, under no circumstances will a Party (or any of its Group Companies providing or receiving the Services under the Agreement) be liable to any other Party for any of the following types of Losses arising under or in connection with this Agreement (whether arising for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence or strict liability), breach of statutory duty, liability under indemnities or otherwise):

- (a) any special, incidental, exemplary, punitive, consequential or indirect: loss; damage; cost; and/or expense whatsoever; or
- (b) any lost profits, lost goodwill (or any other damage to reputation), loss of revenue, loss of business, loss of contracts, loss of anticipated savings, business interruption, loss of opportunity, loss of bargain, or lost or corrupted data, in each case regardless of whether any of these types of Losses are direct, indirect or consequential;

even if that Party was advised or was aware of the possibility that such Losses might be incurred by another Party.

12.4 Worldpay will not be liable for any failure to perform (nor any defective or delayed performance of)

any of its respective obligations under this Agreement, if and to the extent that such failure, defect or delay is due to:

- (a) Merchant's breach of this Agreement, negligent, wrongful or bad faith acts or omissions;
- (b) a suspension of any Services under or in connection with clause 9.4 or schedule 1;
- (c) Worldpay complying with any of its obligations under any Network Rules, Law or Sanctions, as determined in Worldpay's sole discretion; and/or
- (d) any deferment, withholding or deduction under or in connection with schedule 1.

12.5 Worldpay will not:

- (a) be liable for any Loss suffered by Merchant which arises directly or indirectly from its compliance with a Merchant's instruction, or any of the data received by Worldpay being inaccurate or incomplete. Without prejudice to the foregoing, Worldpay may make reasonable efforts to assess a transaction price and/or recover funds lost in an erroneous or misdirected Transaction resulting from such inaccurate or incomplete data and Worldpay may charge Merchant for any such efforts; or
- (b) be obligated nor liable under any provision of the Agreement for any performance problem, claim of infringement or other matter resulting, in whole or in part, from: (i) any modification of any Service (other than a modification made solely by Worldpay); (ii) any use of a Service in breach of the Agreement; (iii) any combination of the Service with any other software, hardware, product, technology, data or services; (iv) any use of any version of a Service other than the supported services; (v) Merchant's failure to implement corrections or changes to a Service provided by Worldpay; or (vi) any negligence or wrongful act or omission, or breach of the Agreement, by Merchant, or its Authorized Users or Buyers.

12.6 Subject to clauses 12.1, 12.3 and 12.7, under no circumstances shall the aggregate combined liability of all entities within the definition of "Worldpay" to all Merchant(s) howsoever arising out of, under or in connection with the Services or this Agreement including (but not limited to) liability for breach of contract, misrepresentation (whether tortious or statutory), tort (including but not limited to negligence), breach of statutory duty or otherwise exceed, in relation to all Claims (connected or unconnected):

- (a) made in the first Contract Year, a sum equal to the average monthly Fees paid under this Agreement, less the average monthly fees incurred by Worldpay under the Network Rules in respect of Transactions, in each case in the period between the Commencement Date and the first event giving rise to the first such Claim, multiplied by twelve (12);

- (b) made in each Contract Year thereafter, a sum equal to the Fees paid under this Agreement, less any fees incurred by Worldpay under the Network Rules in respect of Transactions, in each case in the twelve (12) months immediately preceding the first event giving rise to the first such Claim; and
- (c) made after termination or expiry of this Agreement, a sum equal to the Fees paid under this Agreement, less any fees incurred by Worldpay under the Network Rules in respect of Transactions, in each case in the twelve (12) months immediately preceding the first event giving rise to the first such Claim.

12.7 Clause 12.6 shall not limit Worldpay's liability under any indemnities provided under this Agreement.

12.8 Except as expressly stated in the agreement, the services are provided "as is", and all other representations, warranties, terms and conditions, oral or written, express or implied, arising from course of dealing, course of performance, usage of trade, quality of information, quiet enjoyment or otherwise (including implied warranties, terms or conditions of merchantability, satisfactory quality, uninterrupted or error-free operation, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the fullest extent permitted by applicable law, disclaimed and excluded from the agreement. Any information provided outside of the Merchant Data Account does not imply any representation, warranty or undertaking not expressly given in this Agreement as to its suitability for use by Merchant and should not be relied upon by Merchant in making its commercial decisions including in relation to the setting of its pricing for Buyers.

12.9 In relation to any Loss which is the subject of a Claim, indemnity or liability action hereunder, each Party will: (i) promptly notify the other Party in writing of such claim, including all materials received by the Party related to the Claim and an identification of the relevant Service(s); (ii) reasonably cooperate during defence and settlement efforts; (iii) in respect of the claimant, not make any admission, concession, consent judgment, default judgment or settlement of such Claim or any part thereof; and (iv) will take all reasonable steps to mitigate any Loss which is the subject of such Claim.

## 13. DATA

13.1 In the course of Worldpay providing the Services under the Agreement, Merchant may from time-to-time provide or make available Personal Data to Worldpay. The Parties acknowledge and agree that each Party is an independent Controller and shall independently determine the purposes and means of such Processing, except for the Pazien Services, for which Worldpay will be a Data Processor.

13.2 The DPA Schedule forms part of this Agreement and, amongst other things, governs the Processing of Personal Data by the Parties.

13.3 Worldpay may periodically conduct due



diligence on Merchant and Merchant's business during the term of this Agreement. For this purpose Worldpay may request information from the Merchant, including Personal Data of Merchant's beneficial owners and management. Worldpay will process such Personal Data as a Controller in order to conduct customer due diligence, anti-money laundering, counter-terrorist financing, Sanctions, anti-bribery and corruption, fraud prevention and similar checks. Merchant shall be responsible for ensuring that the information referred to in Data Protection Laws (including Article 13 and 14 of the GDPR) is made available to the relevant Data Subjects and that the information is in a concise, transparent, intelligible and easily accessible form, using clear and plain language as required by Data Protection Laws. In jurisdictions where consent is required for disclosure of the Personal Data to Worldpay and/or for the transfer of Personal Data to another jurisdiction, Merchant will be responsible for collecting such consents in accordance with applicable Data Protection Laws.

13.4 Worldpay may make periodic searches of, and provide information about Merchant to credit reference, market research, customer feedback and fraud prevention agencies, and Worldpay's Group Companies and agents. Merchant acknowledges that any information provided to credit reference agencies may be used by other credit providers to take decisions about Merchant. Further information about how Worldpay uses this information can be found in Worldpay's Privacy Statement.

13.5 Merchant acknowledges that Worldpay may disclose Personal Data to any Data Protection Authority, law enforcement authority or regulator.

#### 14. INTELLECTUAL PROPERTY

14.1 Without prejudice to clause 14.2, each Party hereby grants to the other Parties a royalty free non-exclusive, non-transferrable and revocable licence to access and use during the term of this Agreement its IP Rights, solely to the extent necessary to enable that Party to provide (on the part of the Worldpay Parties) or receive (on the part of Merchant) the Services, perform its obligations under this Agreement or as otherwise provided for in clause 12.8. Worldpay shall at all times retain exclusive title to the Worldpay Property. Merchant hereby unconditionally and irrevocably assigns, transfers, and conveys to Worldpay all of Merchant's right, title, and interest in and to any Worldpay Property and all IP Rights therein or thereto. Worldpay may use all of Merchant's comments and suggestions for the improvement of any Worldpay Property without accounting or reservation.

14.2 Upon execution of this Agreement, Worldpay may refer to Merchant as being a client of Worldpay in customer reference lists, sales presentations and on Worldpay's website but shall not otherwise refer to Merchant without the prior written consent of Merchant (such consent not to be unreasonably withheld or delayed). In addition Worldpay and Merchant may issue a mutually agreed press release on signature of this Agreement. Subject to the foregoing, each Party shall

obtain the written consent of the other Parties (such consent not to unreasonably withheld or delayed) prior to using or referring to any trade marks, logos, copyrighted materials, business names or other similar IP Rights of the other in any promotional materials or literature, agreements or on any website.

#### 15. SERVICE ADJUSTMENTS AND AGREEMENT VARIATIONS

15.1 From time to time, Worldpay may make changes to the Services which are necessary to comply with any Law or Network Rule, or which do not materially affect the nature or quality of the Services. Such changes shall come into effect upon notice to Merchant. If such changes lead to a material change in software, interfaces or operating procedures affecting Merchant, Worldpay will notify Merchant as soon as reasonably practicable prior to their implementation.

15.2 Worldpay may vary the provisions of this Agreement from time to time by giving Merchant at least one (1) month's prior written notice. Upon receiving Worldpay's notice of variation, Merchant will be entitled to terminate this Agreement immediately by providing written notice to Worldpay, provided that such notice is served upon Worldpay within one (1) month of the date of the notice of variation. Otherwise, Merchant will be deemed to have accepted any such variation with effect from the date one (1) month from the notice of variation. Subject to the foregoing, this Agreement shall not be varied unless in writing signed by a duly authorised representative of each Party.

15.3 Notwithstanding clause 15.2, Worldpay may vary the provisions of this Agreement from time to time by giving Merchant prior written notice if:

- (a) there is a change to Law or the Network Rules that affects the Services but only to the extent required to comply with such change; or
- (b) (in respect of any line item of pricing contained in the Pricing Schedule or otherwise any Service provided) there is a change to the fees applied by third parties that apply to the Services such as card scheme fees and interchange but only to the extent of and to reflect such change.

#### 16. CONFIDENTIAL INFORMATION

16.1 The Party receiving Confidential Information ("**Receiving Party**") of the other Party ("**Disclosing Party**") shall not use Confidential Information for any purpose except as necessary to implement, perform or enforce the Agreement and/or to manage or enhance the relationship between the Parties.

16.2 Except for Personal Data, neither Party shall be obligated to preserve the confidentiality of any information that:

- (a) was previously known;
- (b) is a matter of public knowledge;
- (c) was or is independently developed without reference to or use of the other Party's

Confidential Information;

- (d) is released for disclosure with the other Party's written consent; or
- (e) is received from a third party to whom it was disclosed by the Disclosing Party without restriction.

16.3 Receiving Party will use the same reasonable efforts as it uses to protect its own proprietary information (but in any event not less than a reasonable standard of care) to: (i) keep all Confidential Information of Disclosing Party strictly confidential; (ii) not disclose the Confidential Information of Disclosing Party to anyone other than its Authorised Recipients; and (iii) only use Personal Data as permitted by applicable Laws. Receiving Party will promptly notify Disclosing Party if Receiving Party discovers any improper use or disclosure of Confidential Information and will promptly commence all reasonable efforts to investigate and correct the causes of such improper use or disclosure. "Authorised Recipient" means: (a) with respect to Merchant, Merchant and any employee of Merchant, its Group Companies or agent, provided that the agent is not a competitor of Worldpay; and (b) with respect to Worldpay, Worldpay, its Group Companies, and their respective employees, contractors, or agents, in the case of (a) or (b) that has a reasonable need to know the Confidential Information in connection with the use or provision of the Services and who are required to protect and restrict the use of the other Party's Confidential Information in accordance with terms substantially similar to the requirements of the Agreement. Worldpay may use and disclose Merchant's name and logo as reasonably necessary to perform any Services.

16.4 If Receiving Party believes the Confidential Information must be disclosed or made publicly available under applicable Law, or Network Rule making body, Regulatory Authority, an order of a court of competent jurisdiction or in response to a request from a governmental regulator, Receiving Party may do so provided that, to the extent permitted by such applicable Law, court of competent jurisdiction or governmental regulator, the Disclosing Party is given a reasonable opportunity to contest such disclosure and obtain a protective order, and shall in any event omit all pricing, service level or Service specific information from any such disclosure or public filing, unless such omission is prohibited by Law.

#### 17. ASSIGNMENT AND SUB-CONTRACTING

17.1 Merchant may not assign, novate, charge, declare a trust over or transfer the benefit of all or any part of this Agreement.

17.2 Merchant may only use an agent or subcontractor in relation to the performance of its obligations with Worldpay's prior written consent which Worldpay may reasonably withhold, or withdraw at any time. Merchant will remain liable to Worldpay for the acts or omissions of any of its agents or subcontractors, regardless of whether Merchant obtained consent for that person. The Services may be provided by Worldpay

or its Group Companies or their respective subcontractors. Worldpay shall remain solely responsible for the work performed by its Group Companies and its, or its Group Companies', subcontractors. Merchant shall have no recourse, and shall assert no claim, against any subcontractor of Worldpay or its Group Companies.

17.3 Merchant shall notify Worldpay at least fourteen (14) Business Days before it changes its place of incorporation or establishment from that identified in this Agreement. If in Worldpay's reasonable opinion such change is likely to have an adverse impact on Worldpay (including where Merchant's proposed new place of incorporation or establishment falls outside of the scope of Worldpay's regulatory licences or other permissions required for it to provide the Services), then Worldpay shall be entitled to terminate this Agreement without liability immediately on notice to Merchant.

17.4 Worldpay shall be entitled to novate and/or assign any or all of its rights and obligations (as appropriate) under the Agreement to a third party at any time on giving Merchant at least two (2) months' notice. If Worldpay does this Merchant shall be entitled to serve written notice to terminate the Agreement within two (2) months' of receiving the notice of the novation and/or assignment. Merchant will be deemed to have accepted the novation and/or assignment of the Agreement two (2) months from receipt of the notice if no such notice of termination is served.

17.5 The Parties agree that, upon the execution of an accession agreement in the form substantially as set out in schedule 4 to this Agreement (the "**Accession Agreement**") between Worldpay and any Group Company of Merchant, as an "Affiliate" (an "**Acceding Affiliate**"), the Acceding Affiliate shall be deemed to be a Merchant under, and for the purposes of, this Agreement as if it were an original party to this Agreement, and references to Merchant in this Agreement shall include such Acceding Affiliate. Each Merchant agrees that it will be jointly and severally liable with an Acceding Affiliate under this Agreement upon the execution of the Accession Agreement by the Acceding Affiliate.

#### 18. WAIVER

18.1 No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement, nor will any single or partial exercise of such rights preclude or restrict the further exercise of such rights. Any waiver must be in writing to be effective.

#### 19. NOTICES

19.1 Subject to clauses 19.2 and 19.5, any notice, demand or other communication given or made hereunder (a "Notice") must be in writing in the English language and must be delivered by e-mail, delivered via overnight or signed for delivery. Each Notice must be sent (as applicable): (a) to the receiving Party's address as set out at the head of this Agreement and/or, where Merchant does not have a place of business in the

United Kingdom, to Merchant's agent's address referred to in clause 19.4; or (b) to the receiving Party's e-mail address (as set out on the Application Form or otherwise notified by one Party to the other from time to time in accordance with this clause 18.1), or in each case, to such other address(es) as by the Parties may agree from time to time.

19.2 A Notice will be deemed received if: (a) delivered by post within the United Kingdom, one (1) Business Days (or on the date of signature if signed for delivery) after posting; or (c) sent by email, on the day on which the Notice is sent, provided no report of non-delivery is received by the sender. If any Notice would, when made in accordance with the above, be deemed to be given or made either on a non-Business Day or after 17:00 on a Business Day, such Notice will be deemed to be given or made at 09:00 on the next Business Day.

19.3 Notice from Merchant to Worldpay to terminate or to bring a Claim in respect of this Agreement may not be delivered by e-mail and shall include a copy (which shall not constitute notice) to the Chief Legal Officer at the same address.

19.4 If Merchant or Parent does not have a place of business in the United Kingdom, it must within five (5) Business Days of the date of this Agreement appoint a process agent in the United Kingdom authorised to receive notices and inform Worldpay of the agent's name, postal and email address for service of Notices. If for any reason such agent ceases to act as agent for Merchant or Parent as applicable or no longer has an address in the United Kingdom, Merchant or Parent as applicable shall immediately appoint a substitute agent within the United Kingdom acceptable to Worldpay and notify Worldpay of the new agent's name, postal and email address for service of Notices.

19.5 If there is more than one Merchant under this Agreement, each Merchant agrees that Worldpay may (at its option) provide a Notice to the first listed Merchant in Schedule 4 (or where there is only one Merchant at the time of signing this Agreement, the first Merchant) and that such Merchant shall be authorised to receive such Notice on behalf of each Merchant and such Notice shall be deemed to have been received by each Merchant and any Parent under this Agreement in accordance with clause 19.2.

## 20. ENTIRE AGREEMENT

20.1 The Agreement states the entire agreement and understanding between the Parties and supersedes all prior representations, agreements, promises, assurances, and understandings between them (other than any securities, written pledges or side letters), whether written or oral, relating to its subject matter. In entering into the Agreement, each Party acknowledges and agrees that it has not relied on any representation, warranty, collateral contract or other assurance (whether negligently or innocently made), except those expressly set out in the Agreement.

20.2 No Party shall have any Claim for innocent or negligent misrepresentation based upon any statement

in this Agreement.

20.3 Nothing in this clause 20 shall operate to exclude any liability for fraud.

## 21. FORCE MAJEURE

21.1 A Party (the "**Affected Party**") shall not be deemed to be in breach of this Agreement or otherwise liable to another Party (the "**Non-affected Party**") for any delay in performance or any non-performance of any of its obligations under this Agreement (and the time for performance shall be extended accordingly) if and to the extent that the delay or non-performance is due to an Event of Force Majeure provided that the Affected Party has used reasonable endeavours to mitigate the effect of the Event of Force Majeure and to carry out its obligations under this Agreement in any other way that is reasonably practicable.

21.2 The Affected Party shall promptly notify the Non-affected Party of the nature and extent of the circumstances giving rise to the Event of Force Majeure.

21.3 If the Event of Force Majeure continues for more than fourteen (14) Business Days then, without limiting any other rights it may have, either Party may terminate this Agreement by giving written notice to the other.

21.4 This clause 21 shall not impinge upon Merchant's obligations to pay Fees due hereunder.

21.5 This provision does not relieve Worldpay from its obligations to maintain and test disaster recovery plans for the Services.

## 22. MISCELLANEOUS

22.1 If any provision of this Agreement is held by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the legality, validity and enforceability of the remainder of this Agreement will not be affected. If such provision would cease to be illegal, invalid or unenforceable if some part of that provision were modified or deleted, the provision in question will apply with the least such modification or deletion as may be necessary to make the provision legal, valid and enforceable.

22.2 Merchant confirms that it is not a micro-enterprise or a charity within the meaning of the UK Payment Services Regulations 2017, as amended from time to time and agrees that none of the provisions of Part 6, nor regulations 66(1), 67(3) and (4), 75, 77, 79, 80, 83, 91, 92 and 94 of the Payment Services Regulations 2017 (or any equivalents thereof which have been implemented locally where Merchant is incorporated) applies to this Agreement.

22.3 Worldpay is an independent contractor. Neither Worldpay nor any of its representatives are an employee, partner, agent or joint venturer of Merchant.

22.4 A person who is not Party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provisions of this Agreement, except for any Worldpay Group Company



that provides any of the Services on behalf of Worldpay. Except as otherwise set forth herein, the parties do not intend, nor shall there be, any third-party beneficiary rights, and the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

22.5 At any time after the date of this Agreement, Merchant will, at Worldpay's request, execute or procure the execution of such documents and do or procure the doing of such acts and things as Worldpay may reasonably require for the purpose of giving effect to this Agreement.

22.6 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall be deemed to be one and the same agreement. Delivery of an executed counterpart by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

22.7 Merchant represents and warrants as a continuing representation and warranty during the term of this Agreement that neither it, nor any of its directors, officers, agents, employees, nor any person acting on behalf of the foregoing, is a Sanctioned or Restricted Person and none of the foregoing act directly or indirectly on behalf of a Sanctioned or Restricted Person.

22.8 Merchant represents and warrants as a continuing representation and warranty during the term of this Agreement that it has implemented adequate procedures and controls to ensure that the Transaction, this Agreement and the performance of it comply and will continue to comply with Sanctions, as if each party is subject to such Sanctions. Within ten (10) days' written notice from Worldpay, Merchant will provide Worldpay and/or, with a view to protecting Confidential Information, its duly authorised representatives, copies of procedures, controls, and records relating to compliance with Sanctions.

22.9 Merchant shall to the extent permitted by law promptly upon becoming aware of them supply to Worldpay details of any Claim, action, suit, proceedings or investigation against it with respect to Sanctions by any Sanctions Authority.

22.10 Worldpay's Confidential Information is subject to export control Laws, including those of the United States of America. Merchant shall not import, export or use Worldpay's Confidential Information where a license or other authorisation is required by Law without first securing such license or authorisation.

## 23. DISPUTE RESOLUTION

23.1 Without prejudice to either Party's rights or remedies hereunder and subject to the provisions of clause 24, if any dispute, difference, controversy or Claim between the Parties (each a **"Disputing Party"**)

arising, directly or indirectly out of or in connection with this Agreement or its subject matter, formation, validity or enforceability (including non-contractual Claims) (each a **"Dispute"**) then, except as expressly provided in this Agreement, the Disputing Parties shall follow the dispute resolution procedure set out in this clause.

23.2 Either Disputing Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**"Dispute Notice"**), together with any relevant supporting documentation. Following service of the Dispute Notice, the representatives of each of the Disputing Parties shall attempt in good faith to resolve the Dispute.

23.3 If the representatives of the Disputing Parties are for any reason unable to resolve the Dispute within fourteen (14) Business Days of service of the Dispute Notice, either Disputing Party shall be entitled to commence proceedings under clause 24.

23.4 If the Dispute is resolved by the representatives within fourteen (14) Business Days of service of the Dispute Notice in accordance with clause 23.2, the settlement shall be recorded in writing and signed by each of the Disputing Parties within seven (7) Business Days of the end of the period referred to in clause 23.3.

23.5 Nothing in this clause 23 shall prevent either Disputing Party from making any application for injunctive relief that it considers necessary to protect its position.

## 24. GOVERNING LAW AND JURISDICTION

24.1 This Agreement and any Dispute will be governed by, and shall be construed and enforced in accordance with the Laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute, difference, controversy or claim arising, directly or indirectly, out of or in connection with this Agreement, or the breach, termination or validity thereof (including non-contractual disputes or claims). Merchant waives any objection to any proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inappropriate forum.

24.2 Each Party agrees that it must notify the other of any Claim it may have under this Agreement within twelve (12) months of when the asserting Party first knew or reasonably should have known of the basis of the Claim. Any service of process in relation to such Claim must also be made within that time period, otherwise the Claim is extinguished.

24.3 Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations or proceedings are not permitted. Merchant and any Parent hereby waive any right to participate in a class action against Worldpay.

24.4 The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement or its subject matter.