

GENERAL CONDITIONS:

1. Purpose and scope of application of the contract

1.1. This contract governs the adherence of the Establishment to the purchase service payments using cards belonging to the means of payment systems or card organisations which are accepted or with which PAYCOMET is associated from time to time and the Terms and Conditions under which the Establishment must process the payment operations for the acquisition of goods and services via the Point-Of-Sale Terminal (hereinafter, PST), both presential and non-presential or remote, which the Establishment has in operation and payment to the associated account in accordance with the terms agreed on herein. For the avoidance of doubt, a PST can be in the form of other hardware than a terminal, in combination with software (e.g., an application installed on a smartphone equipped with an internet connectivity).

PAYCOMET is exempt from any responsibility and claims for payment of transactions authorised by the POS using brands of cards for which the establishment has directly negotiated and contracted the processing, acceptance, management and settlement terms and conditions with companies such as American Express, Diners Club, Sabadell Consumer or any other company with which the establishment has directly negotiated terms and conditions; in this case, the establishment must submit the claim directly to each of these companies.

1.2. Given that the Establishment does not have the legal capacity of a "consumer",¹ as defined in Royal Decree-Law 19/2018 of 23 November on payment services (hereinafter, Royal Decree-Law), it is hereby expressly agreed that the provisions indicated below shall not be applicable to this contract entered into by the Establishment, unless the latter qualifies as a "micro-enterprise",² in which case they would apply, particularly as stipulated in this section of this contract as defined in the aforementioned Royal Decree-Law:

I. All of the articles established in Title II of the Royal Decree-Law governing the "Transparencia de las condiciones y requisitos de información aplicables a los servicios de pago y la resolución y modificación del contrato marco" (Transparency of terms and conditions and reporting requirements applicable to payment services and the termination and amendment of the master agreement), as well as their implementing provisions.

II. The following Articles set out in Title III of the Royal Decree-Law in relation to "Derechos y obligaciones en relación con la prestación y utilización de servicios de pago" (Rights and obligations in relation to the provision and use of payment services):

ZArticle 35.1. "Gastos aplicables" (Applicable expenses);

ZArticle 36.3. "Retirada consentimiento en operaciones de pago" (Withdrawal of consent in payment transactions);

¹ Consumers: consumers are natural persons acting for purposes unrelated to their economic, business or professional activity; as well as legal persons and entities without legal status engaging in non-profit activities unrelated to a commercial or business activity.

² Micro-enterprises: natural persons engaging in a professional or business activity, as well as legal persons that on the date of entering into the payment services contract have fewer than ten employees and whose annual business turnover or overall annual general ledger does not exceed two million euros. 2. Equipment

ZArticle 44. "Prueba de la autenticación y ejecución de las operaciones de pago" (Proof of authentication and execution of payment transactions);

ZArticle 46. "Responsabilidad del ordenante en caso de operaciones de pago no autorizadas" (Liability of the ordering party in the event of unauthorised payment transactions), with the exception of the penultimate paragraph of 46(1) in relation to cases of fraudulent activity or breaches caused deliberately or by severe negligence, which shall apply;

ZArticle 48. "Devoluciones por operaciones de pago iniciadas por un beneficiario o a través del mismo" (Refunds of payment transactions initiated by or through a beneficiary);

ZArticle 52. "Irrevocabilidad de una orden de pago" (Irrevocability of a payment order);

ZArticle 60. Responsabilidad del proveedor de servicios de pago en caso de no ejecución o de ejecución defectuosa o con retraso de una orden de pago. (Liability of the payment service provider in the event of the non-execution or defective execution of, or in the event of a delay in, a payment order);

ZArticle 61. Responsabilidad del proveedor de servicios de iniciación de pagos por no ejecución o ejecución defectuosa de operaciones de pago.

(Liability of the payment initiation service provider in the event of non-execution or defective execution of payment transactions).

2.1. Should the Establishment lack the necessary equipment to accept card payment, this can be supplied by PAYCOMET which shall decide the type of equipment to be supplied in respect of assignment of use. The equipment may not be transferred to third parties by the Establishment, nor located at an address other than that where it was delivered by PAYCOMET.

The expenses arising from the use of the PST such as the telephone line, communication system, etc., together with maintenance, upkeep and repair expenses when the equipment was furnished to the Establishment by PAYCOMET shall be borne by the Establishment. Should the Establishment fail to properly conserve, maintain and use the equipment, PAYCOMET may require payment for any damage and the immediate return and withdrawal of same.

The equipment may not be modified, altered or replaced. In the case of a PST supplied by the PAYCOMET, the Establishment undertakes to protect it from manipulation together with its internal memories, by personnel other than those directly authorized by the PAYCOMET.

2.2. In the case of an Establishment with its own PST which are not controlled initially during operation by PAYCOMET, in order to prevent third party access to the information of the card which is collected by the terminals and subsequent use in fraudulent activities, the Establishment belonging to PAYCOMET's card program must do its utmost to protect the said cards used in authorising and clearing the operations and shall be liable for the consequences arising from illicit use of same. Therefore, if the information were accessed and illicit use made of same, the Establishment owning the PST shall be liable for the fraudulent operations performed and the damages caused by this to the systems affected, to the entity issuing the cards or the holders of same.

2.3. Should the establishment intend to hire a technology services provider for the processing of its operations via its own systems, the Establishment undertakes to inform PAYCOMET in advance and in writing, identifying the said provider and to guarantee: That the technology services provider knows the contents of this contract and in particular knows and complies with the obligations referred to in section 8 of General Condition. The Establishment assumes without limit before PAYCOMET full liability for any act or omission of its technology services provider and therefore in relation hereto, it is understood that said providers acts at all times for and on behalf of the Establishment.

3. Service conditions

3.1. Means of payment.

The Establishment undertakes to accept for payment of the sales or the services provided any national or foreign card externally identifiable as belonging to any of the card systems contracted which are described in section "Discount fee for operations, to be applied for a different type of card", which appears in the particular conditions together with any other debit, credit or prepaid cards which can access the system in accordance with the agreements with the brands, and PAYCOMET shall inform on the different types of query limit and commission applicable.

The Establishment undertakes to accept any other means or system of electronic payment which the brands may establish in future as new technologies are developed and to comply with the operating and security procedures or requirements established by the card issuers.

PAYCOMET shall remain harmless from any incidents which may arise in the relations between the business and its customers which incident must be resolved by them without any liability on the part of PAYCOMET. In this regard, PAYCOMET is exempt from any incidents or claims that may arise if the Establishment is unable to fulfil the refund of transactions due to insufficient funds to cover the requested refunds.

3.2. General obligations of the Establishment.

3.2.1 The Establishment must, throughout the life hereof:

- a) Refrain from using the service to perform operations that are not of a commercial nature or different to those forming its habitual business, declared in the particular conditions of this contract.
- b) Instruct its employees in the rules governing the operation of the card systems and adopt the relevant measures to enforce their application, and shall be liable for their actions in accordance with the operating instructions provided by PAYCOMET.
- c) Comply with the law on offers and contracting, not to offer goods or services that do not comply with the regulations on their application and not to render services or distribution products that are prohibited.
- d) Include the total amount of the goods and/or services purchased at the same time in the same sales invoice.
Operations that are split may be charged back
- e) Refrain from distributing services or products that may incite violence or discrimination for any reason or infringe on children's rights.
- f) Not to assign the equipment and/or the payment solution offered by PAYCOMET to a third party or to place it in a different location for which it was delivered by PAYCOMET.
- g) Take all necessary measures to ensure the proper maintenance and functioning of the Point of Sale Terminals (PST), holding the Establishment solely responsible in the event of loss, theft, damage, or impairment of the PST.
- h) Place the emblems and distinctive signs of the card systems and the services offered which are provided by PAYCOMET in a highly visible place from outside the premises. At the same time it shall adopt the necessary precautions to ensure conservation of all the material received.
- i) To inform PAYCOMET of operations proposed or performed which show signs of being anomalous, in the swiftest manner possible after detecting these signs, so as to prevent the performance or repetition of irregular operations.
- j) To strictly comply with the operating procedures described below for each type of equipment the Establishment has installed or receives.
- k) Provide PAYCOMET with any documentation it requests in relation to the operations performed by the Establishment via the service.
- l) comply with any and all applicable anti-bribery and anti-corruption law. Notwithstanding, the foregoing sentence, the Establishment shall under no circumstances give someone (whether a private person or a public

official) a financial or other advantage to encourage that person to perform their functions or activities improperly or to reward that person for having already done so.

m) The Establishment must inform PAYCOMET in writing of any change in the circumstances reported to PAYCOMET with the application for the Agreement or as stated in the Agreement Form itself; including with respect to changes in:

- i) control of the Establishment; ii) the ownership of 25% or more of the Establishment or of the Establishment's share capital;
- iii) The Establishment's management (including its Board of Directors, management and general manager), as well as authorised signatories; iv) The Establishment's corporate form (e.g. a change from a sole proprietorship to a private limited company).
- v) The Establishment's line of business; vi) Address, telephone number, website address (URL)
- vii) E-mail address (including the e-mail address used
- viii) receive PAYCOMET' requests for copies of Receipts); ix) Bank account number;
- x) the documentation or information provided to PAYCOMET
- xi) for customer due diligence measures, cf. section 17 (Prevention of money laundering or terrorist financing);
- xii) The use of external suppliers for Card Payments; and xiii) any other change in the Establishment's circumstances of relevance to the Agreement.

3.3. Operating procedures

a) For the purposes of this contract, the following definitions apply:

- Non-automated establishment: That Establishment that uses equipment for manual processes. - Automated establishment That Establishment equipped with some form of electronic PST.

b) When a card belonging to one of the systems contracted is presented to the establishment, the Establishment must check that the card is in effect, unaltered and complies with the requisites of each issuer or system detailed in the emblems and signs sent to the establishment. Specifically, for VISA or MASTERCARD system cards, the establishment must check that the format, features and design of the card meet the minimum requisites:

- Visa Cards: On the front, brand symbol (two-colour flag with the legend "VISA" in the middle); hologram (dove figure); special "V" symbol (located to the right of the card expiry date). On the reverse, the panel for the signature formed by a two or three-colour legend repeating the card organisation.
- Mastercard cards: On the front, symbol of the brand ("MASTERCARD" legend on two coloured background); hologram (world map); special "MC" symbol (located to the right of the card expiry date). On the reverse, the panel for the signature formed by a three-colour legend repeating the card organisation.
- If the Establishment is equipped with an ultraviolet lamp, it can also check for the respective hidden hologram: For VISA , figure of a dove; for MASTERCARD , MC.

c) Identification of cardholder: When the transaction requires it, it must have the cardholder sign the bill printout/sales slip, checking that it matches that appearing on the card. If an unsigned card is presented, the Establishment will request the bearer sign in the appropriate panel and will subsequently check this signature against that on the sales slip and that appearing on the bearer's identification document in the event the transaction requires the signature of the holder. During the validity of this contract, PAYCOMET is authorized to require the establishment, by means of prior notification, to compulsorily make the identity checks relating to all types or a given type of card, operation or any other characteristic such as recording and maintaining a record at PAYCOMET's disposal, the identification number or any other data in accordance with the prevailing legal requirements for the capture and recording of personal data. The Establishment must require an official identify document be shown to prove the identity of the bearer and that it matches the cardholder.

If the identification requisites are not met satisfactorily, the Establishment will not conclude the sale and will retain and disable the card, whenever possible, and deliver it to PAYCOMET to be sent to the card issuing bank through the channels set out in section 16 of this

Contract.

d) For transactions using a cash card: it should be possible to insert the prepaid card into the appropriate device to register the operation and reduce the card balance. If any irregularity or suspicious circumstance is observed, the Establishment must telephone PAYCOMET's authorizations centre (24-hour service) or the relevant body indicated at the time, which shall decide the action to be taken.

e) The Establishment will safeguard the documents (invoices/sales tickets or any other document which proves the sale) during a minimum period of six years. PAYCOMET may request that the Establishment submits to PAYCOMET the documents required for the remediation of a charge received. Not submitting these documents may lead to charges deriving from the refusal of the respective card holders to accept the charges for corresponding transactions.

f) The Establishment shall check that the card shows no signs of being altered, and shall refrain from accepting it if in any doubt. It shall check the expiry date stamped in relief or printed on the front of the card. If expired, it must not be accepted.

3.4. When one of the cards belonging to PAYCOMET's payment system is presented to the Establishment, it must proceed as indicated below, depending on whether it is an automated or non-automated Establishment:

3.4.1. Non-automated establishments

a) The Establishment must prepare a sales slip, using the forms supplied for this purpose, reproducing the characters in relief on the card (card number, expiry date, special brand symbol, bearer name and company) using the appropriate printer.

b) The Establishment shall record on the sales slip the name and number of the Establishment and any other information required for the form, especially the date and amount of the operation.

c) The Establishment may not make sales or render services to a cardholder within a 24 hour interval if the joint amount of these sales and services exceeds the authorized query limit. This limit may only be exceeded with express authorization via PAYCOMET's authorization centre regarding the total amount of the operations performed by the holder within the said time interval. Therefore, in the case of purchasing several products or services whose total amount exceeds the query limit, the Establishment must request a single authorization for the global amount. Likewise, when the purchase refers to a single product or service whose amount exceeds the query limit, the Establishment may not split this amount and request authorization for each instalment but must also request a single authorization for the total amount.

d) When granting special authorization, the authorization centre will provide an authorization number which the Establishment must include on the sales slip for the amount of same to be authorised. If the special authorization number is not included in the sales slip or is incorrect, the Establishment will be liable for all the operations performed in the event of any loss. The limits may be modified in accordance with the credit card program policy, in which case the Establishment will be notified with due notice.

e) Should the Establishment receive instructions from the authorization centre to withhold the card, it must cancel the operation and deliver the disabled card to PAYCOMET branch to be sent to the card issuer.

f) The Establishment must give a copy of the sales slip to the customer, another to PAYCOMET for processing and filing and another for the Establishment's own records, which contains the holder's signature at PAYCOMET's disposal.

g) Comply with the requisites for payment data protection stipulated in condition 8.5, and especially, with section e.2

3.4.2. Automated establishments

a) Should the holder use the same card to acquire several products or services within a 24 hour period, the Establishment will include the total amount in a single operation, and not perform multiple operations for multiple products or services. When the sale or service provision refers to a single product or service, the Establishment may not split the payment by performing an operation for each division but must perform a single operation for the total amount.

b) Whenever possible, the Establishment must provide access to the PST to the cardholder to read same, check the transaction on the PST screen so as to request confirmation and conformity of PAYCOMET's authorization centre, withholding the card when so indicated by the terminal at the request of the issuing bank

and delivering the disabled card to PAYCOMET branch to be forwarded to the issuer. When authorisation cannot be obtained via the PST due to force majeure, the Establishment may proceed as indicated for non-automated Establishments. The Establishment will be liable for the entire operation and any undesired result of same if being able to use the PST it should fail to do so and to secure the compulsory authorisation.

- c) For cards with a chip, reading the chip will be compulsory for processing the transaction. Should the chip not be read, the operations shall be considered to be processed incorrectly for the purposes of any retrocession and set forth in General Condition 6 hereof.
- d) For cards equipped with Contactless technology, which enables the PST to read them by simply placing the card close to it, the Establishment must check that the readout of the card data has been performed correctly and will require or otherwise the PIN be captured in accordance with the operating instructions of the card issuer.
- e) Once the slip has been printed out, the Establishment will request the cardholder to sign it. For cards with a chip which require the PIN be captured, said capture shall be deemed to be equivalent to the holder's signature.
- f) The Establishment must give a copy of the sales slip to the customer and keep at the Establishment that which contains the holder's signature, which must be filed at PAYCOMET's disposal. Should the Establishment have equipment for digitalised signature capture, the obligation to conserve the signature shall be deemed fulfilled by using the said equipment. PAYCOMET may access the file where the signature of the operation is stored.

3.5. Special operations in automated Establishments

- a) In those cases in which the card number can be entered in the PST instead of the usual scanning of the magnetic strip or chip, the Establishment is obliged to generate a sales bill with the holder's signature.
- b) In those cases in which the Establishment can indicate to the PST the unconditional acceptance of an operation, the liability for the proper outcome of same falls entirely upon the Establishment, and PAYCOMET may reverse same without further ado.
- c) For those PST capable of processing operations independently and which must therefore communicate with PAYCOMET's authorization centre only periodically to send the operations stored and receive information, the Establishment will be liable for any incident which occurs due to the non-availability of a connection for the PST.

3.6. Cancellation or return of operations

In the event that goods are returned, services are not provided, or operations are cancelled, the following process will be followed: Upon receiving the return or cancellation request made by the Establishment via PST or through a manual credit note issued by the Establishment to the branch, the cardholder will be refunded, and the corresponding amount previously paid to the Establishment will be charged to the Establishment. This shall not apply if the service provider of the "associated account" stated in the specific conditions denies the transaction due to insufficient funds or other reasons, in which case PAYCOMET reserves the right to reject refunds that exceed the balance of outstanding sales transactions of the Establishment. These refunds will be pending until sufficient funds are available.

The Establishment, therefore, may not reimburse any cash in any of the cases described above, nor any other which leads to a return of goods or cancellation of operations acquired using a card.

In general, the Establishment may not generate credit notes that do not correspond to transactions previously paid with the card. The Point of Sale Terminal (PST) incorporates a control feature that verifies whether a previous sales transaction has been made using the same card. It also checks if the requested refund exceeds the amount credited by PAYCOMET to the associated account based on the previous sales slip.

If the Establishment submits a written request to PAYCOMET, explicitly asking for the control feature to be disabled, PAYCOMET reserves the right to either approve or reject the request. If approved, PAYCOMET may

lift the control feature, but it will caution the Establishment about the significant risk involved. Disabling the control feature means that refunds on the original sales transactions will not be monitored or regulated.

PAYCOMET may revoke such authorisation at any time by notifying the Establishment through the channels indicated in General Condition 16 of this Contract.

PAYCOMET shall not held liable for any potential claims related to fraud, misuse of the card, loss, theft, robbery, damage, or impairment of the PST. This exemption also applies to claims regarding the crediting of transactions authorised by the PST and any other claims that may arise due to the lifting of control over returns and the unconditional acceptance of transactions by the PST. In this regard, the Establishment shall indemnify and hold PAYCOMET harmless for any liability, loss, cost or expense resulting from such claims, as well as from the lifting of the control on refunds referred to above

3.7 Disputed card payments

3.7.1 The Establishment must respond to all disputes from cardholders. The Establishment undertakes to receive and process any claims from cardholders relating to the product/service offered by the Establishment to the cardholder. Such claims are to be settled directly between the Establishment and the cardholder, and should not involve PAYCOMET. The Establishment must not include a clause in its terms and conditions that refer the cardholder to a third party for claim handling.

3.7.2 If PAYCOMET receives a dispute of a Card Payment and PAYCOMET is unable to reject the dispute as unfounded, PAYCOMET will withdraw the full amount plus any fees from the Establishment's account, or offset it against the Establishment's settlement from PAYCOMET. If there are insufficient funds in the Establishment's account or insufficient revenue, PAYCOMET may invoice the Establishment.

Disputes may, for example, rest on the Cardholder's claim that:

- a) the amount was paid by other means;
- b) an ongoing Recurring agreement is no longer valid;
- c) the transaction exceeds the amount that the Cardholder approved;
- d) the ordered products/services were not delivered or on delivery to the Cardholder were found not to be in accordance with what was agreed;
- e) the Cardholder or the recipient of the product/service is making use of a statutory or contractual right of cancellation; or
- f) the Cardholder was not aware of the exact amount when approving the Card Payment and the Card Payment exceeds the amount that the Cardholder could reasonably have expected to pay (PAYCOMET may charge the Establishment for the full transaction amount in this situation as well).

3.7.4. Disputes may, for example, also be justified on the grounds that the Establishment:

- a) knew or should have known that the person who used the Payment Card had no right to do so;
- b) did not obtain an Authorisation Code or did not Authorise the entire purchase amount;
- c) failed to comply with the security provisions; or

d) did not comply with the special requirements and procedures set out in this contract or the card organisations rules for completions of the card payment in questions.

3.7.5. Moreover, PAYCOMET reserves the right to withdraw money from the Establishment or to offset any dispute concerning:

a) Card Payments made using payment terminals that do not read chips if (i) the Payment Card used was forged or counterfeit and/or (ii) the Cardholder claims that the Cardholder did not complete the Card Payment;

b) Card Not Present-Transactions carried out in the absence of Authentication using the latest version of 3-D Secure; and/or

c) Transactions on Cardholder-Activated Terminals completed without the use of a PIN.

3.7.6. If the Card Payment (i) was completed using the Payment Card's chip and PIN or (ii) was Authenticated by the Cardholder using 3-D Secure in the event of Card Not Present-Transactions, PAYCOMET will approve the Card Payment unless the Establishment knew or should have known that the customer was not entitled to use the Payment Card, or if the Establishment neglected to provide the necessary documentation for the transaction at PAYCOMET's request.

3.8 Continuing development of the service

PAYCOMET continuously strives to develop and improve the services delivered under this contract, so that the services meet the needs of the market. Therefore, PAYCOMET reserves the right to in its own discretion to make changes and updates to the services which PAYCOMET finds appropriate, without any obligation to inform the Establishment or obtain consent from the Establishment. This may include activating, implementing or removing functionality and services, and may occur without the consent of the Establishment as long as a change in prices is not made. Any update, new functional, services etc. will be subject to the terms of this contract.

4. Conditions for non-presential or remotes sales

4.1. Non-presential or remote sale is any transaction for the sale of products or services without the physical presence of the buyer or outside the Establishment's premises, provided that the offer and acceptance are made solely via a remote communication system and within an acquisition system organized by the Establishment, such as by mail, telephone, the Internet, etc.. PAYCOMET shall only accept for processing and settlement those operations with cards that meet the security requisites set out by PAYCOMET in accordance with the policies and procedures for the prevention of fraud with the cards applicable at the time.

4.2. The Holder or card issuer with which this type of transaction has been carried out may require it be returned due to fraud, improper card use, non-delivery of the goods or faulty delivery or non-provision of the service, in accordance with the law and/or the regulations of the card organisations. In such cases, the Establishment authorises PAYCOMET to debit from the associated account any operations whose reversal has been required by the cardholder or the card issuer.

4.3. With regard to distance online sales, PAYCOMET configures all of its virtual PSTs as "Secure Electronic Commerce" (SEC), for the purpose of increasing security and protecting the Establishment against possible claims of fraud or improper card use. This configuration exempts the Establishment from any responsibility ahead of possible card-payment based transaction claims of fraud or improper use of the same.

Nonetheless, and if so desired, the Establishment owner may request that the configuration of their Virtual PSTs is changed to "Unsecure Electronic Commerce" (NO SEC). To do so, the merchant owner must expressly send their request in writing to PAYCOMET. If authorisation is granted, this new configuration will imply that the Establishment assumes responsibility for the reimbursement of any transaction claimed by the cardholder to be a

fraudulent transaction, or improper use of the same, independently of whether or not the merchandise has been offered, or the service has been provided.

5. Payment of amounts billed

5.1. The amount of the sales bills, which have been completed in accordance herewith, shall be credited to the associated account by PAYCOMET. For each settlement a discount commission will be applied which is indicated in the Particular Conditions hereof together with the applicable taxes and surcharges. The invoices shall be credited to the Establishment as follows: -

- Non-automated establishments. Within three days of the sales date, the Establishment will submit a copy for PAYCOMET of the manual sales bills signed by the cardholders, together with the relevant summary (via the channels set out in section 16), for payment into the associated account.
- Automated establishments: For electronic transactions and those carried out using a prepaid card, payment of the amount of the operations shall be made into the associated account of the Establishment after closure of the payment system session responsible for processing, settling or offsetting the operations to which PAYCOMET is associated, provided the operating and security measures are fulfilled.

5.2. In all cases, the performance of this contract, the acceptance of any operation via the PST or the initial crediting of same to the Establishment's account do not guarantee nor signify the definitive charge of the operation, as this collection is dependent upon the incidents, the availability of funds, operating irregularities or any breach of contract detected by PAYCOMET or the claims PAYCOMET may receive in the event that the card issuer, the cardholder or the bank responsible for the payment system to which the cards belong detect or allege the existence of fraud, non-fulfilment or operating irregularities in accordance herewith.

5.3. The Establishment may request payment of its operations in the original currency of the operation. In these cases PAYCOMET is authorised to debit the amount initially deducted from the associated account in euros and make the subsequent payment of the nominal amount of the original operation in the relevant currency account, which will appear in the particular conditions of this contract.

6. Reversal of sales bills

6.1. The Establishment will be liable and will cover the amounts relating to the sales bills which the holder or issuer of the card with which this type of transaction has been performed to claim a refund due to fraud, improper card use or failure to delivery the goods or faulty delivery of same or non-provision of the service as provided in law and/or the regulations of the card organisations or due to any other breach on the part of the Establishment.

To this effect, the Establishment authorizes PAYCOMET to make any reversals effective for the amounts corresponding to the sales bills that may correspond to the aforementioned concepts, charged to the associated account -or if necessary, charged to the balances corresponding to the guarantee measures agreed with the Establishment and even by offsetting pending credits generated by subsequent payment transactions.

6.2. PAYCOMET may request that the Establishment submits to PAYCOMET the documents required in each case for the remediation of the charge received. Failure to submit these documents may lead to this being considered as a procedural defect for the purposes of repayment.

7. Risk assessment and collateral

7.1. PAYCOMET reserves the right to perform a risk assessment of the Establishment at any time in order to determine the Establishment's risk profile, including with respect to credit, fraud risk and non-compliance with contractual and statutory obligations.

7.2. For the purpose of carrying out the risk assessment, PAYCOMET may obtain relevant information relating to the Establishment and its owners, board members, management and authorised

signatories. The Establishment is obliged to inform its owners, board members, management and authorised signatories that they may be included in a risk assessment of the Establishment.

7.3. PAYCOMET may require that the Establishment provide any documentation and information which in PAYCOMET's discretion is necessary to complete the risk assessment, including but not limited to:

- a) Updated and recent financial information (audited and non-audited)
- b) Cash flow statements
- c) Forecasts and budgets
- d) Amount of pre-paid obligations
- e) Open Ticket Reports (OTR)
- f) Refund policy

7.4. The Establishment shall without undue delay comply with PAYCOMET's request for documentation etc. for the risk assessment,

7.5. If, on the basis of the risk assessment, PAYCOMET deems it necessary to do so, PAYCOMET may, with immediate effect:

- a) require the Establishment to provide collateral to PAYCOMET for its current and future debt to PAYCOMET, for example in form of a: (i) bank guarantee from a bank licensed in EU/EEA; (ii) pledge/escrowed account; (iii) parent company guarantee from a credit worthy company, (iv) rolling reserve, (v) deferred settlement, and (vi) fixed deposit; and/or
- b) change the settlement form from gross to net; and/or
- c) withhold settlement until the identified risk has been mitigated, cf. section 7.6.

7.6. PAYCOMET may with immediate effect withhold settlement of card transactions to the Establishment until (i) the expiry of the chargeback periods set by the relevant card organisations, (ii) the Establishment has paid all its debt to PAYCOMET, and (iii) until the Establishment has an acceptable risk profile for PAYCOMET, if:

- a) there are repeated complaints from cardholders;
- b) there is repeated use of counterfeit or stolen cards at the Establishment;
- c) there is reasonable suspicion of that the Establishment is involved in or subject to fraudulent activities;
- d) PAYCOMET, the card issuer, cardholder, card organisations, or any similar body responsible for the payment system to which the cards belong detect or allege signs of possible fraud, non-compliance or operating irregularities or irregularities in execution or procedure;
- e) there is Reasonable suspicion that total invoice amounts have been divided into several smaller amounts ;
- f) necessary to secure future claims of PAYCOMET against the Establishment due to chargebacks of transactions;
- g) necessary to secure future claims of PAYCOMET against the Establishment due to fees, fines, penalty charges and similar by the card organisations, to the extent that there is a reasonable expectation that such claims will arise; or
- h) the Establishment non-perform as a result of insolvency or ceasing of the Establishment's business.

7.7 If PAYCOMET exercises its right to withhold settlement of transactions, the withheld amounts shall be safeguarded and held pursuant to the applicable law on safeguarding of payment service user funds.

8. Other obligations of the Establishment

8.1. Establishments refrain from offering products or services whose trade is illicit or whose activity is restricted by VISA and MASTERCARD and especially those listed below, which include but are not limited to:

- a) Not to use the payment systems services offered by PAYCOMET for operations other than the habitual operations of the Establishment or those not of a commercial nature or those not performed by the Establishment's customers. In particular, the payment systems cannot be used:
 - For performing operations with the aim of self-financing.
 - For managing the collection of operations performed by another Establishment other than that signing this contract.
- b) Those affecting the public order, criminal investigation, public safety or national defence.
- c) Those which jeopardise public health or persons or the remote sale of medicine.
- d) Those which represent an attack on a person's dignity, the principle of non-discrimination on the grounds of sex, race, opinion, nationality, disability or any other personal or social circumstance or those inciting to violence.
- e) Those affecting the protection of infancy or which are detrimental to the proper development of the personality of children.
- f) The remote sale of audiovisual content of a pornographic nature or explicit sexual contents.
- g) Gambling activities via the Internet such as casinos, bingos and others, without the necessary administrative authorisation.

8.2. Establishments are obliged to instruct their personnel in the standards for the use of the payment systems services and to adopt the necessary measures for them to be applied in accordance with the operating instructions provided. The Establishment shall be solely liable for any actions on the part of its employees with regard to this service.

8.3. Establishments are obliged to inform PAYCOMET via any channel and as soon as possible of any operations which show signs of any anomaly, so that PAYCOMET may prevent their occurrence or repetition.

8.4. Establishments shall strictly abide by the regulations set out in the manual provided by PAYCOMET regarding the equipment supplied. PAYCOMET may update the contents of the said manual via its website (www.paycomet.com) or any other means it has established

8.5. Establishments are obliged to protect the payment details and:

- a) To know, apply and abide by the Security Standard PCI-DSS (Payment Card Industry-Data Security Standard), which is permanently updated at www.pcisecuritystandards.org and which, as described in the chapter "Introduction and general description of the PCI data security standards", this standard, was developed to foster and enhance the security of the cardholder's data and simplify the adoption of uniform security measures worldwide. The PCI DSS provide a reference for the technical and operating requisites developed to protect cardholder data. The PCI DSS are applied to all entities taking part in payment card processing, including Establishments, processors, purchasers, issuing entities and service providers and also the other entities that store, process or transmit CHD (cardholder data) or SAD (confidential authentication data).
- b) To know, apply and abide by the requirements established by the security programs of the international card organisations, especially VISA AND MASTERCARD, which are available on the website of said brands, www.visaeurope.com and www.mastercard.com or those requirements notified to them by the Bank on behalf of the brands. The expenses arising from the validation of compliance with the PCI-DSS, standard required by the brands and which are established in accordance with the annual volume of transactions shall be borne in full by the Establishment.
- c) To request and obtain PAYCOMET's prior authorisation for physical or digital storage of payment details and for any modification of its applications so as to confirm the security measures declared.

- d) Not to store on any type of physical or digital medium confidential authentication data after receiving the authorisation of the operation, even when encrypted. In particular, the following may not be stored:
 - d.1) The full content of any track on the card's magnetic stripe or equivalent data contained in the chip.
 - d.2) The value of the card validation code used to verify non-presential card operations.
 - d.3) The personal identification number or PIN.
- e) To store only the necessary payment information for the business, during the time strictly necessary, applying the necessary security controls and measures for its protection and to them securely destroy or delete them.
 - e.1) Should, for any technical or operational reason, it be necessary to store the Payment Card Number PAN (Primary Account Number), one of the control procedures must be implemented from among those contained in requirement 3.4 of the PCI DSS Regulation (hash, truncation, tokens and index assemblers, strong cryptography, etc) or any of those designated by said regulation as valid.
 - e.2) In the case of physical storage, safeguard any document containing payment card details (printed or handwritten), classifying this information as "confidential" and ensure this custody, transfer and secure destruction in accordance with the requisites of the PCI DSS.
- f) Not to transmit the payment card data in plain text via open public networks of end user messaging technologies (for example, email, instant messaging, , el chat, etc.)
- g) Restrict access to the card information to authorised personnel as stipulated in the PCI-DSS, standard and instruct employees on compliance with same.
- h) In the event payment applications or card data storage offered or marketed by third parties are used, use only payment applications registered on the list of certified payment applications which list is permanently updated at www.pcisecuritystandards.org (Validated Payment Applications).
- i) Provide at any time at PAYCOMET's request, and periodically upon maturity, within a maximum of 7 days, proof of compliance with the PCI DSS standard that the security programs of the brands establish, both those corresponding to the Establishment and, if applicable, those of the service providers retained by the Establishment.
- j) Immediately inform PAYCOMET by email to its offices of any unauthorised access of suspected access to the customer transaction data or any sign or indication of a security incident, once detected, in order to minimise the risk to the Payments System and to protect the possible customers affected and implement the procedures to prevent unauthorised or fraudulent use of the card data in accordance with the instructions, request for document and timeframes given by PAYCOMET or any entity designated by PAYCOMET to comply with the standards and procedures put in place by the card organisations VISA AND MASTERCARD. PAYCOMET will be in constant communication with the Establishment via the channels indicated in condition 16 hereof. Should a forensic investigation be required by the payment brands in the event of an incident, the Establishment must bear the full cost of this investigation, the hiring of a specialist (PFI - PCI Forensic Investigator) and any other associated cost.
- k) Allow PAYCOMET or any entity designated by the latter to audit, monitor and check its systems so as to verify compliance with the obligations specified in General Condition 8.
- l) Should the Establishment retain the services of a third party provider for the handling and/or processing of its operations via its own systems, and/or may have access to the payment data, the Establishment is under the obligation to:
 - 1.1) Report to PAYCOMET the identification details of said provider and to transfer to the latter the obligations referred to in general condition 8.5. PAYCOMET may request from the said third party supplier, either directly or via the Establishment, proof of compliance with the card data security measures in effect as provided by the card brands or international bodies responsible, in addition to those provided herein.
 - 1.2) Guarantee that the service provider complies with the Security Standard PCI-DSS (Payment Card Industry-Data Security Standard), which is permanently updated at www.pcisecuritystandards.org.

- 1.3) Guarantee that the service provider complies with the data security standards of the cards as established by the chief card brands, especially VISA, MASTERCARD or any other organisation that represents them in card data security matters and those accessible and at its disposal on the webpages: www.visaeurope.com and www.mastercard.com.
 - 1.4) Guarantee that the service provider will allow PAYCOMET or any entity designated by the latter to audit and check its systems so as to verify compliance with the obligations specified in general condition 8.
 - 1.5) Guarantee the compliance with Personal Data Protection applicable legislation and the appropriate security measures as described in this contract. At PAYCOMET's request, the Establishment shall furnish it with all the documentation relating to its provider's service provision documentation and the IT security measures the provider has implemented.
- m) Acknowledge and comply with the current law on personal data protection which the Spanish legal system applies via the following provisions: Organic Law 3/2018 dated 5 December on Personal Data Protection (LOPD) and Royal Decree 1720/2007 dated 21 December which approves the implementing regulation of said Organic Law.
- n) Guarantee, in accordance with the law mentioned above, the adoption of the relevant measures to inform their customers that the data of the cards used may be stored for future purchases at the store or that of a third party.
- o) Accept any liability to PAYCOMET and its customers for non-compliance with the obligations included under headings m) and n).
- p) Ensure that the IT environments are correctly segregated by applying the principle of minimum access, rolling out appropriate security solutions to protect the networks, pages, servers and communications systems from abuse and attacks, to monitor and ensure the traceability and manage the registers of the Internet payment services, apply the principle of minimisation of data under development and maintenance of the Internet payment services, conduct tests supervised by risk management to ensure the robustness of the payment services, carry out periodic independent audits (external or internal) of the security measures rolled out and the implementation of new functionalities.
- q) Support strong customer authentication for Internet payments in CNP (card not present) cases. Should alternative authentication measures be defined, they can be applied to low-value type payments in accordance with PSD or must be justified via a risk analysis so as to identify categories of low risk transactions based on the nature of the products/services offered, channels, customer behaviour and fraud monitoring capabilities by the Establishment.
- r) Provide a separation between the windows (webpages) of the Establishment and PAYCOMET when processing a payment order via the Internet so the customer can clearly identify with whom it is communicating.

PAYCOMET place at your disposal additional applicable security information in the Security Section at www.paycomet.com.

The Establishment may make any inquiries through the communication channels provided in General Condition 16 of this contract.

In the event of a breach by the Establishment or by the Service Provider retained by the former, of any of the obligations contained in general condition 8, and especially in the event of a security incident that jeopardises the holders payment data or failure to cooperate in more serious payment security incidents, by application of general conditions 7,10 ,12 and 14, PAYCOMET is authorised to temporarily block use of the service, withhold balance payments as a precaution measure against possible costs and penalties imposed by the card organisations, and to unilaterally terminate the contract without prior notice.

9. Associated account

PAYCOMET will settle the credit and debit transactions in the associated account designated in the particular conditions in accordance with the terms and conditions set forth in this contract (and in particular in General Conditions 7, 10 and 11). PAYCOMET may carry out both credit and debit transactions, either directly or through

a payment agent with whom it agrees to execute them. For this purpose, the associated account designated by the Establishment shall remain operative during the term of this Contract, without altering the ownership thereof, which shall be solely that of the Establishment.

If debits are processed through direct debit arrangements, the Establishment must provide documentary evidence that it has waived (to the payment service provider of the associated account) the right to a refund of the direct debits that PAYCOMET Payment Institution may direct against such account under this Contract by signing the "SEPA B2B direct debit mandate".

To this effect, at the time of signing this Contract, the Establishment formalises and delivers to PAYCOMET a mandate/direct debit order between PAYCOMET in which it specifies the acceptance of B2B operations and the latter's waiver of the right to a refund once its account has been debited.

PAYCOMET has the right to require that the Establishment use SEPA B2B Direct Debit as the mean to credit and debit transactions pursuant to this contract.

10. Liability, limitation of liability and charges from card organisations

10.1. General

10.1.1 Each party is liable for its acts and omissions under this contract in accordance with applicable law, subject to the terms set out in this contract.

10.1.2 Each party is responsible for its own subcontractors' acts and omissions. It is noted, that the Establishment shall only use subcontractors which complies with this contracts and the rules of the card organisations, and that the Establishment has the full liability towards PAYCOMET for such compliance.

10.1.3 The parties are not responsible for indirect losses and damages, including but not limited to business interruption, loss of data or loss of profits or sales, lost or reduced savings, loss or damage of data, costs of equipment, loss of existing or potential customer agreements.

10.1.4 PAYCOMET is not responsible for any losses, damages, errors, inconvenience, damage or delays attributable to the Establishment's or third parties' relationships, including interference on the internet.

10.1.5 PAYCOMET's total aggregate liability during any twelve (12) month period shall never exceed an amount equal to the charges paid by the Establishment within the preceding twelve (12) months for products and services under this Contract.

10.1.6 Any claims arising against PAYCOMET's breach of contract must be made by the Establishment within six (6) months from the date the Establishment became aware of cause relating to the claim or should have been aware of this. After this, the right to make any claims under this Agreement ceases.

10.1.7 The limitations of liability set out in this section 10.1 does not apply in case of wilful misconduct, gross negligence and bodily injuries.

10.2. Fines, fees etc. from card organisations

10.2.1 The Establishment shall indemnify PAYCOMET in respect of and hold PAYCOMET harmless for any costs, fines, fees and similar imposed on or any other claims brought against PAYCOMET by the card organisations (such as VISA and MASTERCARD) as a result of circumstances attributable to the Establishment, including such fines, fees etc. imposed by the Schemes due to the fact that the Establishment:

- a) e.g. has not complied with the requirements of PCI DSS ; or

- b) if the proportion of complaints exceeds the levels that Schemes apply at any given time; or
- c) Has submitted transactions non-compliant with the rules and procedures set out by the card organisations; or
- d) has used PST equipment not compliant with the rules set by the card organisations; or
- e) or its employees have acted in violation of the with the rules set by the card organisations.

10.2.2 PAYCOMET has the right to charge the Establishment for its cost and expenses related to an audit of the Establishment requested or carried out by the card organisations.

10.2.3 The Establishment shall reimburse PAYCOMET for the fees charged by the card organisations for registering in special Establishment programmes (e.g., adult entertainment, gambling or mail order of medicines or tobacco) and to cooperate with PAYCOMET to fulfil the card organisations' requirements for such registration.

11. Fees

11.1. Generally

11.1.1 PAYCOMET may charge for the maintenance of each of the terminals contracted hereunder with PAYCOMET by the Establishment via the appropriate annexes, the monthly fee indicated in same, which amount will be charged on a monthly basis to the associated account. This commission shall be increased by the Value Added Tax or equivalent tax applicable in accordance with current tax legislation.

11.1.2 PAYCOMET shall charge for each operation the applicable fee by type of card as appears in the particular conditions of this contract, debiting them from the Establishment's associated account.

11.1.3 The fees indicated in points 11.1.1 and 11.1.2 above will be charged to the associated account of the Establishment.

11.2. Exchange rates

11.2.1 The Establishment is also informed that the exchange rate fees applied by the VISA and MASTERCARD brands to the payment systems are available on the webpages www.visaeurope.com and www.mastercard.com, respectively

11.3. Other fees

11.3.1 PAYCOMET may charge the relevant fee in effect for supplying a second or successive copies on paper of this contract which the Establishment may request, the sum of which will be indicated at the time it is requested.

11.3.2 Moreover, PAYCOMET shall charge any other fee which is detailed in the particular conditions hereof and shall charge the Establishment for the expenses arising from providing additional or more frequency information or via means other than those agreed herein, provided it is in response to a request of the Establishment, the mail expenses and any others which are regulated by the chargeable fees and expenses schedule of PAYCOMET as reported to the Bank of Spain and made public on PAYCOMET's website.

11.4. Changes in interchange and scheme fees

11.4.1 If the interchange or card scheme fees applicable to card transactions with the Payment Cards (i.e. fees PAYCOMET shall pay to the card issuers and to card schemes) should increase and/or new fees are applied to PAYCOMET, compared to the fees at the time of signing of this contract, PAYCOMET is entitled at its reasonable discretion and without notice to adjust the prices payable by the Establishment or to introduce new fees accordingly. The Establishment is not entitled to terminate the contract based on such an adjustment or introduction.

11.4.2 PAYCOMET shall on written request from the Establishment provide documentation to the Establishment supporting that the conditions for PAYCOMET adjusting the prices etc. according to this section 11.4 (Changes in interchange rates and card scheme fees) are fulfilled and provide a price list showing the Establishment's current prices.

11.5. Right to offset

11.5.1 PAYCOMET has the right to offset any claims it or a PAYCOMET group company has against the Establishment with any claim the Establishment has against PAYCOMET, including claim on settlement funds.

11.6. Individual pricing information

11.6.1 At least once a month, PAYCOMET must make the following information available to the Establishment concerning the Payment Card transactions that the Establishment has completed during the preceding period

- a) A reference for the Card Payment;
- b) The transaction amount and the currency in which the
Establishment's payment account is being credited; and
- c) The amount of any fees associated with the transaction, separately identifying the Establishment service charge and the interchange fee

11.6.2 Such information may be made available via channels specific in section 16 in a format making it possible for the Establishment to store and reproduce the information in unchanged form, e.g. in PDF format.

11.6.3 The Establishment has consented to that the information listed in section 11.6.1 may be aggregated, by trademark, application, Payment Card category and the interchange fee rate applicable to the transaction.

11.6.4 Information on interchange fees and scheme fees (i.e. fees payable by PAYCOMET to issuers and Card Organisations) applicable with respect to each category and brand of payment cards issued within EU/EEA can be found on <https://www.paycomet.com/tasasdedescuento>.

11.7 Complaints over charged fees

If PAYCOMET have not received a written complaint from the Establishment 60 (sixty) days after a statement on the charged fees has been made available to Establishment in one or more of the channels set out in section 16, statement and the fees contained herein will be deemed definitely approved by the Merchant.

12. Security and control measures

12.1. PAYCOMET, at its own initiative or that of the entities or brands in charge of the corresponding system, reserves the right to preventively adopt any security and control measures that may be necessary to avoid any irregular or illegal use or any use that is contrary to the rules governing the system. In this regard, PAYCOMET is authorised to temporarily block the Establishment's use of this service when it detects or there are indications that the security, correctness or legality of the system may be compromised or when transactions of dubious validity are observed. PAYCOMET will inform the Establishment of the adoption of the indicated security and control measures.

13. Amendment of the contractual terms and conditions

13.1. In the event the Establishment qualifies as a Company, pursuant to the Royal Decree-Law, PAYCOMET may amend the terms and conditions of the contract by notifying the Establishment of such amendment thirty (30) days in advance; and 13.2 if the Establishment qualifies as a Micro-Enterprise, pursuant to the Royal Decree-Law, PAYCOMET may amend the terms and conditions of the contract by notifying the Establishment of such amendment two (2) months in advance.

13.3 PAYCOMET may amend the terms and conditions with a shorter notice if required by law or by the card organisation.

13.4 In accordance with the notice periods set out above PAYCOMET may by giving notice to the Establishment expand the scope of this contract to include other similar products and services than covered at the conclusion of the agreement. If the expansion is not to the disadvantage of the Establishment, the expansion can be made without notice.

13.5 In the event that PAYCOMET notify the Establishment of amendments to the disadvantage for the Establishment, these are considered to have been agreed and approved unless the Establishment, acting prior to the date of the amendment's entry into force, informs PAYCOMET that the Establishment does not wish to be subject to the new terms of contract. If the Establishment informs PAYCOMET that it does not wish to be subject to the new terms of contract, the contract is considered to have terminated on the date on which the new conditions enter into force. Any prepaid amount by the Establishment will not be refunded.

14. Duration of the contract

The duration of this contract shall have no specific end date. However, both the Establishment and PAYCOMET may terminate it at any time by giving written notice 15 days prior to the date on which it is to take effect.

In the event that the Establishment qualifies as a Micro-Enterprise, the deadline for unilateral termination by PAYCOMET will be two months.

Regardless of the duration of the contract, either party may terminate it at any time by notice to the other party, in the event of a material breach on the part of the other party of any of its obligations hereunder.

PAYCOMET is entitled, with immediate effect, to terminate or suspend this contract in full or related only to affected products and services, if:

- a) At the time the Agreement was entered into, the Establishment provided inaccurate or incomplete information about the industry in which it is active, or about the Establishment;
- b) The Establishment failed to provide information regarding changes after conclusion of the Agreement, cf. section 3.2.1, m);
- c) The number of disputes in which the Establishment is involved are disproportionately large;
- d) The number of credit transactions that PAYCOMET receives from the Establishment is disproportionately large;
- e) The Establishment carries out activities set out in section 8;
- f) There is reasonable suspicion of that the Establishment is involved in or subject to fraudulent activities;
- g) The Establishment fails to respond to PAYCOMET's request for information, or fails to implement the necessary precautions in the event of suspected fraud;
- h) The risk assessment of the Establishment is not satisfactory to PAYCOMET;
- i) The Establishment does not provide the documentation, information etc. or the collateral as requested by PAYCOMET pursuant to section 7 (risk assessment and collateral).
- j) The Establishment becomes subject to debt collection action or is entered in a debtors register;

- k) PAYCOMET assesses that its exposure regarding the Establishment's prepayments is too high, or deviates significantly from what was agreed conclusion of the Agreement;
- l) One or more Card Organisations requires PAYCOMET to amend, suspend or terminate the Agreement;
- m) In PAYCOMET's opinion, the Establishment's activities or actions are damaging or may damage the image/reputation of PAYCOMET and/or the Card Organisations;
- n) There is a change in control of the Establishment or a change in the ownership of more than 25% of the Establishment's share capital;
- o) Necessary to ensure PAYCOMET's, PAYCOMET affiliates' or PAYCOMET's cooperation partners' compliance with Sanction Law and/or if owners or other persons associated with the Establishment appear on OFAC's SDN list, EU's list of sanctions (restrictive measures), EEA member states' sanctions lists, United Kingdom's (HMT) sanctions list or Switzerland's sanction list;
- p) The Establishment does not provide the necessary documentation, information etc. required by PAYCOMET pursuant to Section 17 (Prevention of money laundering or terrorist financing);
- q) The Establishment does not comply with section 17.3 and 17.4 (Sanction Law);
- r) The Establishment does not comply with section 3.2.1, 1) (Anti-bribery);
- s) The Establishment goes into liquidation, is subject to compulsory winding-up or otherwise ceases trading or commences cessation proceedings; or
- t) The Establishment is declared insolvent, becomes subject to debt relief proceedings, enters into composition proceedings or similar debt relief arrangements, is declared bankrupt or enters into restructuring proceedings,

Should the Establishment be sold, rented, transferred or merged or in the event of the owner's death, the Establishment must inform PAYCOMET, without prejudice to PAYCOMET contracting the service with the new owner of the same Establishment, for which purpose the appropriate contract will be signed.

Should the contract be terminated by either of the parties, the Establishment shall continue to be liable for the operations performed prior to the said termination date. The Establishment shall return all the equipment and material supplied by PAYCOMET or another company on its behalf. If, in the seven business day period as from termination of the contract the Establishment should fail to return the PST which is the property of PAYCOMET and supplied by the latter, due to causes attributable to the Establishment, PAYCOMET is authorised to charge the Establishment the sum of 150 euros in respect of the residual value of the PST not returned. None of these cases of termination shall constitute any right to compensation.

15. Means of proof

Automated media, digital or otherwise, generated as a result of the operation are accepted as valid means of proof for the settlement of any questions or disputes between the parties, in or out of court.

16. Address and communications

The Establishment's sole address shall be considered that which appears in the particular conditions. Should it change address, the Establishment must notify PAYCOMET immediately in a verifiable manner.

PAYCOMET is expressly authorized to address all types of communications to the Establishment by means of an email sent to the email address indicated herein or that which the Establishment supplies at any time.

The Establishment expressly authorises PAYCOMET to provide any individualized communication by sending it to the address specified in the specific conditions or to the email address provided therein. Such communication shall be deemed received by the Establishment without any further requirement.

This communication may also be provided and accessible through the electronic channels provided by PAYCOMET, such as a portal.

Any variation in the domicile or email address must be reported by the Establishment to PAYCOMET ten days in advance to take effect.

PAYCOMET will make information regarding the payment transactions made using cards at their terminals, along with the details thereof, available to the Establishment, on a monthly basis, through the aforementioned channels.

For those cases in which the Establishment has contracted the services regulated in this contract through any of the branches of Banco de Sabadell, S.A., (or through any of the channels that this entity or any company of its group has enabled), the Establishment acknowledges and accepts that the Bank may carry out the activities of attracting Establishments on behalf of PAYCOMET, by virtue of the agreement it has signed with the latter as an interlocutor and independent collaborator and without acting for any purpose as an Agent under the terms provided in Law 12/1992, of 28 May. This contract is solely a matter between the Establishment and PAYCOMET and the Bank has not any liability or obligation pursuant to this contract. Notwithstanding the foregoing, the Bank, through its branches, may act as a mere interlocutor in the presentation and processing of possible claims or incidents.

17. Prevention of money laundering and financing of terrorism

17.1 The Establishment is obliged to:

- (i) Provide PAYCOMET immediately with the information on the customer, as well as the documentation that it may require in application of the due diligence and internal control measures required of PAYCOMET Payment Institution by the regulations on the prevention of money laundering and the financing of terrorism;
- (ii) Inform PAYCOMET of any variation affecting the information and documentation provided to PAYCOMET in compliance with the provisions of this Contract, submitting updated documentation; and
- (iii) Collaborate with PAYCOMET in the prevention and detection of any criminal activity related to money laundering and/or payment fraud, providing any information and documentation of its customers that may be required by PAYCOMET.

17.2 The Establishment is obligated to store the documents signed by its customers, or alternatively, the documents verified with a confidential number, as proof of transactions for the duration mandated by law. Furthermore, upon request from PAYCOMET, the Establishment must submit these documents within a maximum of 10 days. Likewise, PAYCOMET shall retain the documentation provided by the Establishment for a period of 10 years in accordance with

Law 10/2010 of 28 April, 2010, on the prevention of money laundering and the financing of terrorism.

17.3 The Establishment acknowledges that the services and/or products provided by PAYCOMET pursuant to this contract may be subject to Sanction Law. With Sanction Law shall be understood all applicable export control and trade, economic or financial sanction law of the United States of America, the European Union, member states of the

European Union, EEA member states, the United Kingdom and Switzerland.

17.4 The Establishment shall comply with Sanction Law and shall never ship, purchase, procure, import, export, receive, deliver or use the services provided by PAYCOMET pursuant to the Agreement in violation of Sanction Law.

18. Basic information on personal data protection.

Data Controller: PAYCOMET S.L.U., with registered office in Torrelodones (Madrid), Calle Camino de Valladolid 2, Local. Contact details of the data protection representative: DataProtectionOfficer@paycomet.com

Purpose and legitimate basis: The main purpose is the processing and performance of the request/contract/operation basing its legitimacy on the performance of the request/contract/operation. If you give your consent, your data will be processed for marketing profiling purposes. For all other purposes see the following section on Additional Information.

The personal data of the undersigned, acting as sole proprietor or as a representative(s) of the Holder (legal person) and of PAYCOMET, shall be processed for the sole purpose of managing and implementing this Contract, based on the legal basis of the same, for the duration of the relationship, and upon termination of such relationship the data shall be blocked during the statutory period of criminal, civil, mercantile and/or administrative responsibilities. You may exercise, via the corresponding address, your right to access, rectify, oppose, suppress, limit and portability in accordance with that set forth in EU Regulation 2016/679.

Recipients: Banco de Sabadell, S.A. with registered office at Avda. Óscar Esplá, núm. 37, 03007 Alicante. Banco de Sabadell, S.A. has been appointed as data processor for data processing activities performed on behalf of PAYCOMET. No data will be disclosed to third party outside the European Union. If it may be necessary to transfer personal data to recipients located outside the EEA, PAYCOMET will ensure before making the transfer that the recipient of the data can guarantee an adequate level of data protection or that you have consented to the transfer.

Source of the data: Data on compliance or non-compliance with monetary obligations from Common Credit Information Systems; and, if authorised: data available by PAYCOMET group entities or third parties and the General Treasury of the Social Security.

Data processing in case of non-fulfilment of monetary obligations: The signatory(ies) are hereby informed that, in the event of non-payment of the monetary obligations provided for in the contract in favour of PAYCOMET within the term provided for this purpose, the data relating to the non-payment may be disclosed to the Common Credit Information Systems for inclusion in the respective files (ASNEF; BADEXCUG; CIRBE; RAI) relating to the fulfilment or non-fulfilment of monetary obligations. In the case of natural persons, the requirements set forth in Article 20 of the Organic Law 3/2018, of 5 December, 2018, on Personal Data Protection and guarantee of digital rights or in the regulations that modify or replace it, must be met for this purpose.

Data retention period: PAYCOMET retains data for as long as is necessary for the provision of the services agreed in this contract taking also into account the obligations of the law and in any case for the period necessary to exercise, ascertain or defend a right of PAYCOMET in court.

Rights: You can write to the PAYCOMET's Data Protection Rights unit through its registered office or branches or via the following e-mail address: gdpr@paycomet.com, for the purposes of exercising the rights of access, rectification, opposition, deletion, limitation and portability and to exercise the right to object to automated individual decisions that may significantly affect you or may entail legal effects, in accordance with Article 22 of EU Regulation 2016/679.

Additional information: Further information may be found in the Annex published on the PAYCOMET website (i.e., www.paycomet.com, section "Information for customers" "*Annex with detailed information on personal data protection*").

In accordance with the provisions of Organic Law 3/2018, dated December 5, on the Protection of Personal Data and guarantee of digital rights, the signatory acknowledges the obligation of providing individuals who are subject to data processing due to their association (whether ownership or other obligations required by law 10/2010) with the Establishment with essential information on data protection as outlined in this contract and in the set of documents accompanying it, especially in the General Information Prospectus. This includes the information provided by PAYCOMET for the processing carried out by them, as well as any relevant information provided by

Banco de Sabadell, S.A. (when applicable) regarding the transfer of data in accordance with the aforementioned requirements.

19. Claims and dispute resolution procedures.

In case you need to contact PAYCOMET for any question or incident, you may do it through the contact channels available on the PAYCOMET's website. At present, you can contact PAYCOMET via the e-mail address:

www.paycomet.com

If the Establishment wish to make a complaint or claim, they can fill a specific written form/ survey - either in paper or in digital form - and submit it to PAYCOMET's Customer Care Service (SAC) via the following channels:

Zvia e-mail address to the following address: SAC@paycomet.com;
ZVia ordinary mail to the following address: Customer Care Service - Calle Camino de Valladolid, 2,
Local, 28250 Torrelodones, Madrid.

For further details on how complaints are handled, please refer to www.paycomet.com

A complaint is considered valid if it contains the details of the person making the complaint, the reasons underlying the complaint, and the signature of the Establishment or any other similar element that allows the certain identification of the Establishment itself.

The use of electronic means must comply with the provisions of the Regulation (EU) n° 910/2014 on electronic identification and trust services for electronic transactions in the internal market (eIDAS Regulation). The Establishment should therefore submit the complaint in accordance with the provisions of its Regulations, which are available at the following addresses through the offices and the Internet address: www.paycomet.com.

PAYCOMET will acknowledge and reply to the complaint within 15 business days maximum from its receiving, also indicating, whether accepted, the estimated time frame for the resolution of the concern raised. In exceptional situation beyond PAYCOMET's control that undermine the possibility to provide an answer within the above-mentioned timeframe, the Establishment will be duly notified of the delay in response and related reasons. A definitive response will be provided by PAYCOMET to the Establishment within 30 business days via e-mail or ordinary mail.

If not satisfied or when the Establishment does not agree with the ruling provided by PAYCOMET, the Establishment may:

Zfile a new claim to PAYCOMET through the above-mentioned claim submission channels; Zsubmit a claim to the Bank of Spain; Zpursue a judicial path.

Complaints and claims expressly resolved by PAYCOMET's SAC, as well as those rejected or dismissed (which are not finalised by an express resolution, unless they are accepted, withdrawn, settled or lapsed), may be reiterated before the Market Conduct and Claims Department of the Bank of Spain, by filing a claim through the following channels:

ZVia mail to Bank of Spain, Complaints Service, C/ Alcalá 48, 28014, Madrid;

ZOnline, via Bank of Spain website:

clientebancario.bde.es/pcb/es/menu-horizontal/pode-mosayudarte/consultasreclama/comorealizarrecl/

The claims submitted by users of payment services in relation to the rights and payment services in relation to the rights and obligations set out in Titles II and III of the Royal Decree-Law 19/2018 shall be resolved in accordance with the terms and form provided for in the aforementioned Royal Decree-Law 19/2018.

20. Adequate explanations.

PAYCOMET informs the Establishment of its right to request all and any prior explanations it may request concerning the characteristics of the service referred to herein and its effects together with any supplementary information it may require so as to adopt an informed decision and compare similar offers. For this reason, PAYCOMET informs the Establishment that it must only sign this document if it considers it has received sufficient, adequate explanations regarding the product or service contracted.

Furthermore, both parties affirm that they have thoroughly reviewed and agreed to the specific and general terms outlined within this contract. In witness thereof, they sign two identical copies of the contract, acknowledging that the Establishment has received a copy of this document, as well as the fee and commission schedule, along with the relevant expenses and valuation regulations applicable to the transactions encompassed by this contract, all of which they accept.

And they therefore sign this agreement in the place and on the date first mentioned.

If formalisation of the document is made through the ADD (Digital Documentation Area) of the Banc Sabadell's or PAYCOMET's digital platform, acceptance of the contract by the merchant will be deemed made by means of an electronic signature.