

## PAY N PLAY AGREEMENT

### 1. BACKGROUND

- 1.1. The Provider provides a service which enables for the Merchant to receive certain personal data relating to the Users and enabling the Users to register an account with the Merchant in a lean and frictionless way at the same time as making a deposit (“**Pay N Play**”) as further described in Section 2.2.
- 1.2. Under Pay N Play, the Provider offers a pure Pay N Play product (“**Pure Pay N Play**”) and a hybrid Pay N Play product (“**Hybrid Pay N Play**”) as further described in Section 3.1 and 4.1 respectively.
- 1.3. The Merchant has declared that it wishes to implement Pay N Play whereby the Parties have agreed on the following additional terms and conditions (hereinafter referred to as the “**Pay N Play Agreement**”).

### 2. PAY N PLAY

- 2.1. The Parties hereby agree that the Merchant shall be provided with Pay N Play on the terms and conditions set out in this Pay N Play Agreement and the Service Agreement.
- 2.2. Pay N Play is a service in which the Provider collects information on the User(s). This information is used to identify and authenticate the User(s) and allow the User(s) to deposit funds within the same flow.
- 2.3. The information on the User(s) is obtained by the Provider through third parties and may contain name, address and bank (from which the payment was initiated), but may vary depending on the e.g. User's bank. Any and all such personal data are hereinafter referred to as “Data”.
- 2.4. The Provider is providing Data to the Merchant which the Merchant can subsequently use in its KYC and customer registration process. The Data can be provided to the Merchant in different manners; for instance, through Backoffice or API. The manner in which the Data can be provided to the Merchant may vary from time to time.
- 2.5. The Merchant shall adhere to any and all instructions relating to the handling of the Data as provided by the Provider from time to time in order for the Provider to comply with applicable laws and regulations. The Merchant warrants and undertakes to treat the Data provided to the Merchant under this Pay N Play Agreement is strictly confidential and only for the purposes of the Merchant verifying the end-users as a step in the Merchant's own KYC and registration process, in line with its obligations to ensure compliance with applicable laws and regulations (including, but not limited to, anti-money laundering and laws regarding prevention of terrorism). The Merchant acknowledges and agrees that the Merchant may not forward or use the Data provided under this Pay N Play Agreement for any other purpose than the purpose set out in this Lean KYC Agreement.
- 2.6. The Merchant warrants and undertakes to ensure the security of the Data at all times. The Merchant shall utilize robust precautions to protect the confidentiality and security of the Data, by using technical and organizational security safeguards, such as firewalls and internal security procedures as required by applicable law and regulations. Moreover, the Merchant shall inform its Users of the registration procedure and that the Provider is used to obtain the Data.
- 2.7. The obligations in 2.4 – 2.6 are further elaborated upon in the Personal Data section of the Terms & Conditions.

### 3. PURE PAY N PLAY

- 3.1. Pure Pay N Play is a service in which the Provider is the sole payment provider and sole means for a User to log in to the Merchant's platform, which allows for closed loop payments as well as a unified customer journey and on-boarding.
- 3.2. The Parties acknowledge that in relation to Pure Pay N Play, the first User login shall always be conducted in conjunction with a deposit via the Provider's service. A returning User may log into the Merchants platform by identifying themselves via Pure Pay N Play either by making a deposit or by verifying its identity alone.
- 3.3. The Merchant agrees that in relation to Pure Pay N Play, the Provider shall be the Merchant's exclusive provider of pay-in and pay-out payments.

#### 4. HYBRID PAY N PLAY

- 4.1. Hybrid Pay N Play is a service in which the User(s) can utilize Hybrid Pay N Play to login to the Merchant's platform and to make deposits but the Provider is not the sole payment provider or sole means for the User to register and login.
- 4.2. The Parties acknowledge that in relation to Hybrid Pay N Play, all User logins via the Provider's Service shall always be conducted in conjunction with a deposit. A returning User may log into the Merchant's platform by identifying themselves via the Provider's Service and making a deposit or by another means of identification (e.g. username and password).
- 4.3. The Merchant agrees that in relation to Hybrid Pay N Play, the Provider shall be the Merchant's exclusive provider of bank pay-in and pay-out payments. Furthermore, the Merchant agrees to position the Provider's payment service at the top (top meaning the highest position in a vertical orientation and/or the most left position in a horizontal orientation) of the cashier and/or the deposit/pay-out page(s) and to have the Provider's payment service pre-selected for the end-user.

#### 5. BREACHES OF EXCLUSIVITY

- 5.1. Should the Merchant be in breach with the terms stipulated in Section in 3.3 or 4.3, the Merchant shall during the breach on a monthly basis pay to the Provider the highest monthly charges accrued and paid to and/or deducted by the Provider in one of the three months preceding the breach multiplied by a factor of 1.25 ("**Monthly Penalty Fee**").
- 5.2. In relation to the Monthly Penalty Fee, when the Merchant is in breach the Provider has a right to immediately and retroactively increase the charges paid by the Merchant with 25 percent ("**Actual Charges**"). The Actual Charges are due and reserved by the Provider continuously as they are incurred from funds deposited with the Provider.
- 5.3. At the end of each month, the Provider will provide the Merchant with a compilation of the Monthly Penalty Fee and the Actual Charges. Any difference between the Monthly Penalty Fee and the Actual Charges will either (i) be deducted from the Merchant's deposited funds or (ii) refunded to Merchant (as the case may be).
- 5.4. Notwithstanding Section 5.1 and 5.2, the Provider may at its sole discretion, at any time and regardless of the Merchant being in breach with Section 3.3 or 4.3, revert to the fee structure set out in Appendix 1.

#### 6. PRICING

- 6.1. The Parties have agreed on the charges for Pay N Play as set out in Appendix 1.
- 6.2. The charges owed by the Merchant to the Provider under this Pay N Play Agreement shall be deducted from the Merchant's processing account balance.
- 6.3. The exclusivity and commitments from the Merchant under Section 3 and 4 has been taken into consideration when deciding the charges under this Pay N Play Agreement.

#### 7. LIABILITY

- 7.1. The Merchant will hold harmless and indemnify the Provider for any and all cost and/or loss of benefit occurring as result of the Merchant breaching against its undertakings under this Pay N Play Agreement.
- 7.2. The Merchant acknowledges that the Provider offers Pay N Play by forwarding the Data received from third parties and that, consequently, the Provider cannot guarantee the correctness of the Data as such (for example should the Data not have been duly updated with such third parties or should the Data have been tampered with at its origin).
- 7.3. The Merchant acknowledges that the Merchant, at all times, is solely liable for ensuring that the Merchant meets all regulatory requirements as set out by its relevant supervisory authorities and that Pay N Play does not replace any obligations, as such, in this regard.

- 7.4. The Provider is not liable for any indirect damage or loss of benefit relating to Pay N Play. This limitation of liability shall not apply where the Provider has acted with intent or gross negligence.

## **8. MISCELLANEOUS**

- 8.1. The Provider reserves the right to change the terms of this Pay N Play Agreement, if necessary for the Provider to comply with applicable laws, regulatory requirements and/or if otherwise deemed necessary by the Provider. Any such change will take place thirty (30) days after the Provider's notification of the change by e-mail to the Merchant's primary contact person. If the change is material or has an adverse effect on the Merchant, the Merchant may at its discretion terminate the Pay N Play Agreement with immediate effect as an alternative to accepting the change of terms. Any such termination must be made by the Merchant within said thirty (30) days notification period.
- 8.2. This Pay N Play Agreement supersedes any and all prior oral or written agreements between the Parties relating to Pay N Play. In all other aspects (apart from those specifically set out in this Pay N Play Agreement), the Service Agreement shall still apply on its current terms and conditions (including but not limited to governing law).

**FEE STRUCTURE (CHARGES)**

<b>Pure Pay N Play</b>			
Fee per	EUR	%	Details
Pay-In	[...]	[...]	Fee per transaction (the highest of the EUR fee or the % fee)
Pay-Out	[...]	[...]	Fee per transaction (the highest of the EUR fee or the % fee)
Gateway	0.2	-	Gateway fee per transaction
<b>Hybrid Pay N Play</b>			
Fee per	EUR	%	Details
Pay-In	[...]	[...]	Fee per transaction (the highest of the EUR fee or the % fee)
Pay-Out	[...]	[...]	Fee per transaction (the highest of the EUR fee or the % fee)
Gateway	0.2	-	Gateway fee per transaction