Merchant Schedule

Table of contents

This Merchant Schedule applies, in addition to the Master Subscription Agreement, to Customers using Cleeng Merchant.

1. Definitions

In this Merchant Schedule, the following terms written with a capital letter shall have the meaning as set out below:

"Chargebacks", these refer to the return of funds to Managed Users, forcibly initiated by the issuing bank of the payment method used by Managed Users for their purchase.

"Covered Territories" currently include the following countries: EU member states, the United Kingdom, Switzerland, the United Arab Emirates, the United States, Canada, Japan, Philippines.

"Funds Collected" means funds for purchase of Customer's Content collected by Cleeng on behalf of a Customer from Managed Users.

"Indirect Taxes" mean taxes that are levied on services provided by Cleeng. They can take the form of Value Added Tax (VAT), Sales Tax, Goods and Services Tax (GST), Consumption Tax or similar.

"Merchant of Record" means Cleeng as a legal entity that is responsible for managing the entire payment process of Managed Users for the access to the Customer's Content, ensuring tax compliance within the Covered Territories, PCI compliance, handling regulatory obligations, and assuming liability for transaction-related risks such as fraud, Chargebacks, and Refunds, to the extent further specified in this Merchant Schedule.

"Payment Processor" means Adyen B.V., Checkout SAS, dLocal Limited, and PayPal Inc. The list of Payment Processors may be at any time expanded by Cleeng and you will be notified of any such changes accordingly.

"Refund" means the opportunity for the Managed Users to request refunds from the Customer, in particular, if the content bought is not as described, or if the Customer's Content was not delivered according to the agreement between the Managed User and the Customer.

"Services' Related Fees" mean Fees for Merchant, Fees for processing Chargebacks and Refunds, all overage Fees related to Cleeng SaaS, and other transactional fees.

"Transaction" means an online payment made via one of the Payment Processors for access to Customer Content. This includes, but is not limited to, requests for payment, payment authorization, rejection, refund or chargeback, and other similar payment requests processed by Cleeng when Cleeng acts as the Merchant of Record for the Customer.

Otherwise, terms written with a capital letter shall have the meaning as set out in the Master Services Agreement.

2. Scope of Merchant and Fees

a. When providing Merchant, Cleeng acts as a Merchant of Record on the Customer's behalf. This means that Managed Users shall register to Cleeng User Agreement, and Cleeng will run the authorization process of their Transaction in their chosen payment method (depending on the payment methods available upon checkout) and assume certain responsibilities regarding data privacy, online services compliance, and financial risks management. Cleeng will also manage fraud settings, retry logic

settings, Customer Content subscribers registration, billing, Indirect Taxes collection and remittance for Transactions where a Managed User is located in one of the Covered Territories, fund collections, fund payouts, Chargeback and Refund handling and dispute process. The Merchant is provided in addition to the Core Product and/or the other Products offered by Cleeng, as further specified in an applicable Order Form.

b. The Customer acknowledges and accepts that Cleeng will send on the Customer's behalf receipts to the Customer's Managed Users, related to the Customer's Content, and that the Cleeng name and/or logo shall be present at all times in such communication. In no instance, Cleeng will send, acting on its own behalf, promotional marketing messages to the Customer's Managed Users.

c. The Customer is able to download the Managed User information (including offers entitlement) via the Cleeng SaaS at any time during the Term. Cleeng stores limited payment information, sufficient for Cleeng to be able to identify a specific Transaction in Cleeng's system. The detailed payment information is collected and stored by Payment Processors. Cleeng certifies being fully compliant with the regulations in place such as PCI DSS, PSD2 via respective agreements with Payment Processors or via Cleeng's own data storage processes.. The Customer is able to access daily payment performance analytics through the Merchant dashboard.

d. Standard scope of Merchant covers the following:
   - End-to-end payment authorization process, including 3DS when relevant, integration with Payment Processors, authentication services;
   - Access to various pre-integrated payment methods; including common credit cards, debit cards, and PayPal, as further defined in the Documentation.
   - Payment performance analytics;
   - Fraud detection features such as customized risk rules, payment session throttling, etc.;
   - Indirect Tax calculation, collection and remittance for the Covered Territories;
   - Compliance with local regulations such as PSD2 in Europe or PCI DSS regarding Managed User's data privacy;
   - Chargeback and Refunds handling and disputes.

   For details regarding the standard scope of Merchant please refer to the Documentation.

e. Additional services are available upon request.

f. The applicable Cleeng Merchant Fees are: 1) a fixed Fee per Transaction; and 2) a variable Fee applicable to the gross value of a Transaction (including Indirect Tax).

3. Payment Processing

a. Cleeng provides a number of online checkout options to the Customer with adapted payment options per country, that helps the Customer manage the collection of funds with Managed Users.

b. When using Merchant, Cleeng is the payment underwriting, and provides a payment data transmission service that helps the Customer integrate with different Payment Processors. Cleeng reserves the right to change the Payment Processor(s).

c. The processing and settlement of the Transactions ("**Payment Processing**") are carried out by the Payment Processors. The Payment Processor's role is to accept and

process credit card, debit card and other types of payment methods with respect to sales of the Customer's Content.

d. The Customer acknowledges that Visa Europe Ltd., Visa U.S.A., Inc., Visa Canada Inc., Visa International, MasterCard International Incorporated, Discover, American Express and other applicable card networks (collectively, the "**Payment Networks**") have established rules and regulations for payments in the form of the Payment Schemes ("**Payment Schemes**"). The Customer is required to comply with the Payment Schemes that are applicable to merchants. In so far as the terms of this Merchant Schedule are inconsistent with the Payment Schemes, the Payment Schemes shall prevail.

e. All pre-integrated payment methods, supported by Cleeng Merchant API as explained in the [Documentation,](#) are readily available and require the Customer to comply with the ones the Customer chooses among the list of pre-integrated payment methods. Any new payment method requested by the Customer will be assessed by Cleeng and, in the case of a new integration being built by Cleeng, the Customer shall comply with the regulations applicable to this payment method.

f. Managed Users are required to provide consent to be charged for a Transaction in compliance with applicable legal requirements and Payment Schemes to get a valid entitlement to access the Customer's Content.

g. The Customer acknowledges that Managed Users are required to enter into an end-user license agreement with Cleeng in order for them to be able to process payment for the access to the Customer's Content. The Customer warrants that due to regulatory requirements with Payment Schemes the Customer shall incorporate and keep at all times available the below statement regarding the Cleeng User Agreement in the agreement between the Customer and Managed Users for which Cleeng acts as a Merchant of Record:

> "[The Customer's NAME] monetization partner - Cleeng B.V. ("Cleeng") - handles the subscriptions and payment and billing on our behalf. For this purpose, Cleeng will act as the Merchant of Record on our request. The services of Cleeng are subject to the terms and conditions of Cleeng, which are hereby incorporated, please refer to https://cleeng.com/cleeng-user-agreement.

h. The Customer will indemnify Cleeng, and hold Cleeng completely harmless from any failure to do so, from any failure to acquire the consent of the Customer's customers to be charged for a Transaction and from any breach of the Payment Schemes.

i. Cleeng's logo shall be clearly displayed on the purchase page and a payment confirmation (receipt) sent to the Managed User will indicate Cleeng as a seller.

4. Fund collection and payout

a. Except if specifically agreed otherwise, Cleeng will collect funds (Funds Collected). Funds Collected will be accumulated in a default currency as set up by the Customer in the Cleeng SaaS. For details related to the currencies supported by Cleeng please refer to the [website.](#) If Customer's Content purchases are made by Managed Users in a currency different from the default currency as set up in the Cleeng SaaS, such Funds

Collected will be automatically converted into the Customer's default currency. The conversion shall be calculated using the daily exchange rates of the European Central Bank plus 2.5% currency conversion fees.

b. Cleeng will - if Funds Collected have been received in a given calendar month - send the Customer a monthly payout statement. The values on the monthly payout statement are presented in the Customer's default currency as set up in Cleeng SaaS. A monthly payout statement will be available via the Cleeng SaaS. The statement shall include the amount of Funds Collected, the number and value of Transactions successfully completed, the amount of approved Refunds and Chargebacks, Indirect Taxes, if applicable, deducted Services' Related Fees, the deposit values (the returned deposit value and the current deposit value), and the total payout value.

    In addition to the monthly payout statement, Cleeng will issue 2 fiscal documents: 1) a Sales Invoice detailing all Services' Related Fees due from the Customer to Cleeng; and 2) a Self-Billing Payable Invoice, providing comprehensive information on the Funds Collected, decreased by the value of Refunds and Chargebacks. The invoices shall also indicate the amount of Indirect Tax applied, in line with the applicable tax regulations.

c. If the Customer does not dispute the monthly payout statement before the 10th of each month, Cleeng will make a payment of the total payout value as indicated on the Self-Billing Payable Invoice to the Customer before or on the 15th of that month, provided that the Customer has correctly provided the bank transfer details. Payment shall be made by means of bank transfer to the bank or PayPal account indicated by the Customer. Payment shall be made in the Customer's default currency, depending on the preferences in the Cleeng SaaS, in accordance with the terms specified further on our website. Cleeng will cover the bank transfer fees, yet certain banks may charge extra fees that Cleeng cannot be held liable for.

d. Before Cleeng processes the first payment to the Customer or after the Customer changes any payment details, Cleeng will send the Customer an email request to validate the data for the transaction processing. Moreover, if the Customer of the value exceeds EUR 50,000.00 (or its equivalent in the Customer's default currency), to prevent fraud or errors, Cleeng will process a test transaction of EUR 1 value and will request the Customer's confirmation of the receipt of the funds before processing the actual payment.

e. Cleeng shall not make payment if the payout amount in a given month is less than EUR 100 (or its equivalent in the Customer's default currency). The payment will be postponed until the total accumulated amount exceeds EUR 100.

f. To cover for claims of abuse, financial risks, including Refunds and Chargebacks, Cleeng shall keep a deposit equivalent to 5% of the value of the Funds Collected in the previous month decreased by the Services' Related Fees. Deposit amount is calculated monthly in accordance with the mechanism described above.

g. Moreover, the deposit amount may be adjusted automatically at any time would the risk profile of the Customer's account reasonably justify so, in particular, if the previous deposit was insufficient, and/or if the amount of claims for Chargebacks and Refunds is significantly higher than what is usual in respect of comparable clients, and/or if there is a financial risk linked to the Customer's Content, and/or if a Payment

Processor increases Cleeng's deposit, such a reasonable justification is present. If this happens, and upon the Customer's request, Cleeng will provide the Customer with the information, estimations and assumptions used to establish the then current deposit level.

h.   Unless we identify justified reasons for the deposit increase, as specified above, a deposit for a given month is released the following month.

i.   Subject to timely payment of Funds Collected, the Customer is not entitled to interest accrued over the Funds Collected that Cleeng has collected on the Customer's behalf and over the deposit.

5. Indirect Taxes

a.   When providing Merchant Cleeng is responsible to determine what, if any, Indirect Taxes apply to the sale of Customer's Content to Managed Users processed by Cleeng as a Merchant of Record in the Covered Territories.

Cleeng's responsibilities related to Indirect Taxes cover: 1) collecting Indirect Taxes on Transactions processed by Cleeng, 2) submitting tax returns to declare Transactions processed by Cleeng with Managed Users; 3) remitting taxes associated with the Transactions processed by Cleeng; and are limited to Covered Territories only. If any taxes, other than Indirect Taxes, in particular, direct taxes (eg. CIT, DST) or withholding taxes, should be applied, or if the Indirect Taxes should be applied in territories other than Covered Territories, then the Customer remains fully responsible for collecting, submitting tax returns and remitting all such taxes.

b.   In respect of the Covered Territories, Cleeng applies the following regime:
- if the Customer is selling the Customer's Content in the European Union, the United Kingdom and/or Switzerland, and/or the United Arab Emirates, VAT is calculated based on the location of the Managed User (customer purchasing the Customer's Content). In all the territories listed in this paragraph Cleeng will collect and remit the applicable VAT to the relevant authorities on behalf of the Customer based on the location of the Managed User. In the European Union Cleeng adheres to the VAT OSS scheme.
- if the Customer is selling the Customer's Content in the United States or Canada, Cleeng will apply sales tax as per the recommended calculations provided by Cleeng's partner spacialised in tax services, based on the location of the Managed User (customer purchasing the Customer's Content). Cleeng will collect and remit tax per applicable state.
- if the Customer is selling the Customer's Content <u>outside</u> the US, the United Kingdom, Switzerland, United Arab Emirates and the European Union, the Customer is responsible for setting up the right tax rate as part of the price for the Customer's Content and to remit it to the authorities.

c.   The list of Covered Territories may be subject to expansions, and relevant notice shall be provided.

d.   Tax Audit Responsibilities: (i) Cleeng is solely responsible for managing and resolving audits, examinations, or tax proceedings related to Indirect Taxes in Covered Territories; (ii) The Customer is solely responsible for handling and resolving all other tax matters, including Indirect Taxes outside Covered Territories; (iii) The responsible party must notify the other within five (5) working days of receiving an audit notice

regarding Indirect Taxes in Covered Territories and cooperate throughout the process; (iv) The responsible party must keep the other informed about the audit's progress, assist with any reasonable audit request, and indemnify the other for reasonable, direct costs incurred; (v) The Customer will pay any taxes, penalties, or interest due to their negligence, and reasonable costs incurred by Cleeng due to an audit related to Indirect Taxes in Covered Territories (vi) Neither party reimburses the other for taxes on net income or gross receipts.

   e. All documentation and reporting related obligations arising from the statutory obligations related to Indirect Taxes in the Covered Territories are managed solely by Cleeng. Cleeng disclaims any and all liability arising from tax proceedings except those specifically directed to Cleeng by the relevant authorities and related to the Indirect Taxes in the Covered Territories.

6. Management of Refunds and Chargebacks

   a. Managed Users are able to file Refund requests regarding their purchase of/subscription to Customer's Content. Such Refund requests can be based on various circumstances, including, but not limited to, the quality of Customer's Content, availability of Customer's Content, misleading descriptions of Customer's Content etc.

   b. The Customer can access the Refund request in the Cleeng SaaS. Within the dashboard, the Customer has the opportunity to manage the Refunds. The Customer can do so within 72 hours of the initial Refund request. The Customer acknowledges that Refund escalations with Managed Users may result in a Chargeback. If the Customer does not answer within that time, based on the conditions described in Cleeng's standard Refund Policy, Cleeng shall determine whether or not a Refund request should be considered valid or not. If Cleeng is of a reasonable opinion that a valid Refund request was issued, the Managed User shall be refunded by Cleeng, refund fees will apply and the respective amount(s) deducted from the Collected Funds.

   c. By law, Managed Users are entitled to file Chargeback requests through their bank, financial institution or PayPal. The Customer acknowledges that Cleeng does not have any control over a Chargeback request, nor the defense approval or refusal from the financial institutions. Cleeng cannot be held financially or operationally liable for Chargebacks.

   d. As part of the Merchant service, Cleeng will do its best to defend the Customer's interest and prevent a Chargeback. If the Chargeback is granted to the Managed User, chargeback fees will apply, and the respective amount(s) deducted from the Collected Funds.

   e. Cleeng will – notwithstanding any other rights - retain a fixed 1 Euro fee (or its equivalent in the Customer default currency) for processing a Refund or 8 Euro fee (or its equivalent in the Customer default currency) for the management of a Chargeback.
   The fees associated with Chargebacks and Refunds may be subject to change in response to fluctuations in market conditions, regulatory updates, or changes in third-party processing costs. We reserve the right to revise these fees at our sole discretion. In the event of any changes, we will provide at least thirty (30) days' notice

prior to the effective date of the new fees, communicated through our official channels. By continuing to use our services, you acknowledge and accept the possibility of fee revisions as described herein.

 f. In the event the deposit level turns to be insufficient to cover for all approved Chargebacks and Refunds in a given month, the Customer shall, as requested by Cleeng, transfer to Cleeng, within 5 working days, the relevant funds, to enable timely settlement of the said Chargebacks and Refunds by Cleeng. Failure to do so may result in the suspension of a Cleeng SaaS account. Moreover, in the event the deposit does not cover for the Refunds requested in a given month, Cleeng reserves the right to suspend payout of the Refunds until the Customer replenishes the deposit to the relevant value.

 g. In the event that the Customer experiences excessive Refunds and Chargebacks for more than 45 days, outside of Cleeng's responsibility, above the standard monthly levels, namely:
- 4% or more of your Managed Users request a Refund in that period; or
- 1% or more of your Managed Users request a Chargeback in that period,
Cleeng – without prejudice to any other rights - reserves the right to charge the Customer an additional fee of 20 Euro fee per each received Refund or Chargeback request.

7. Managing Users' purchases

 a. Cleeng shall handle Managed Users purchases of Customer's Content with care and according to the instructions provided by the Customer. The Customer understands that it is responsible for the management of the settings and preferences for purchases using the Cleeng SaaS.

 b. For specific payment methods chosen by the Managed Users, for example PayPal, iDeal, or telco billing, Cleeng may automatically add transaction fees to the purchase, based on the actual cost paid to payment providers. The Customer's Collected Funds will not be impacted.

 c. Together with the Payment Processors, Cleeng is at all times compliant with applicable Payment Card Industry Data Security Standards ("PCI-DSS") and the Payment Application Data Security Standards ("PA-DSS"). The Customer assumes full responsibility for the security of data on the Customer's website or otherwise in the Customer's possession or control. The Customer agrees to comply with all applicable laws and rules in connection with the collection, security and dissemination of any personal, financial, payment, or transaction information.

8. Customer's Content

Payment Processors prohibit or restrict the use of their services for, but not limited to, the following purposes: gambling, pornography, virtual games where participants receive cash or cash equivalents or prizes with/of material value, multi-level marketing, offering unauthorized goods, investments or money services. Details of the prohibited services can be found on the Payment Processors websites (Adyen, PayPal, Checkout and dLocal).

Use of the Merchant for the above prohibited or restricted purposes is forbidden and may result in an immediate termination of the Agreement by Cleeng without any liability to the Customer.

9. Fraud and security settings

The Services as provided by Cleeng meet the market standard security requirements. When providing Merchant Cleeng applies fraud mitigation measures. All Transactions processed by Cleeng are screened by Cleeng to detect any fraudulent activity. However, fraud screening performed by Cleeng does not guarantee the prevention of fraudulent Transactions, nor against resulting Chargebacks or fines.

It is the Customer's responsibility to ensure that the relevant fraud prevention measures are in place on their website and/or applications. The customer shall implement the adapted security practices to prevent fraud, and timely follow Cleeng's instructions and recommendations, communicated from time to time, regarding the appropriate fraud and security settings.

Cleeng shall not be held liable for any consequences of fraudulent Transactions. Any fines or Chargeback fees imposed on Cleeng shall be passed on to the Customer.

10. Personal Data

Cleeng operates as a data controller/business when providing services under this Merchant Schedule. The privacy policy applicable to these services is available via [link].