FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

1. Identification of the parties

1.1. On one side, Prisma Payments EP SA, with Tax Identification Number A85785905, domiciled at Calle Leganitos 47, Planta 9ª, 28013 Madrid, registered in the Business Registry of Madrid, Sheet M-488476, Volume 27111 ("**Prisma**"). Prisma is a payment institution regulated and supervised by the Bank of Spain (C/ Alcalá 48, 28014 Madrid, Spain), listed in its Special Register of Payment Institutions under number 6849. Its activity encompasses the provision of payment services.

1.2. On the other side, the natural or legal person entering into this payment services framework agreement, identified in the contractual form attached as an addendum to this framework agreement ("**Client**").

2. Sole Agreement

2.1. The clauses herein and their addenda, as agreed upon by the parties from time to time, constitute a single, comprehensive contract that includes all contractual conditions governing the relationship between the parties and the provision of services contemplated herein ("**Framework Agreement**"). In the event of any inconsistency, the terms set forth in the addenda shall prevail over those set forth in these clauses.

2.2. The Framework Agreement can be executed electronically, at which point it shall become fully legally effective. The Client acknowledges that an electronic signature shall hold the same legal status as a handwritten signature on a physical document. As per the Client's status or the agreement between the parties, the Client may request and receive a copy of the Framework Agreement and the brochure containing the legally required information and contractual conditions in printed form or on any other durable medium.

2.3. The Framework Agreement may be executed in either Spanish or English language, at the Client's discretion. The provision of services and communications between the parties will be conducted in the language of the Framework Agreement, unless a different language is mutually agreed upon.

3. Object

3.1. The purpose of this Framework Agreement includes those services related to foreign currency exchange; the execution of payment transactions, including the transfer of funds, via a payment account held by the user or another payment service provider; issuance of payment instruments and acquiring of payment transactions; and money transfers ("**Services**"). The Services are governed by Royal Decree Act 19/2018, of 23rd November, on payment services and other urgent measures in financial matters ("**Payment Services Act**"), and their implementing regulations.

3.2. It is expressly agreed that the Client does not qualify as a consumer under the definition provided in the Payment Services Act (a consumer being a natural person acting for purposes outside their trade, business, or profession in payment service contracts).

3.3. Furthermore, it is expressly agreed that certain provisions of the Payment Services Act, or its implementing regulations that are optional between the parties, shall not apply when the Client is not a consumer or micro-enterprise as defined under the Payment Services Act. For the avoidance of doubt, a micro-enterprise is defined as an entity, encompassing both natural persons engaged in professional or entrepreneurial activities, and legal entities, that employ fewer than ten individuals and have an annual turnover or a total balance sheet not exceeding two million euros at the time of entering into the payment services agreement, pursuant to the criteria outlined in Articles 1 and 2, paragraphs 1 and 3, of the Annex to the Commission Recommendation of 6 May 2003, on the definition of micro, small, and medium sized enterprises. By way of example, this exclusion specifically pertains to the entirety of Title II and Articles 35.1, 36.3, 44, 46, 48, 49, 52, 60, and 61 of the Payment Services Act.

3.4. The Client may use the Services either as payer or payee and will be designated as such in the Framework Agreement, as applicable, assuming the rights and obligations arising from the specific role it adopts in each transaction executed under this Framework Agreement.

3.5. The Client undertakes to inform Prisma of any changes in its personal and/or economic situation that may affect its status as a user of the Services (consumer, non-consumer, or micro-enterprise).

3.6. Prisma maintains commercial relationships with natural or legal persons ("**Collaborator**") who, through digital sites accessible through the Internet or software applications or tools for mobile devices or other electronic or telematic means ("**Interface**"), provide the Client with access to Prisma's payment services when the services offered by a Collaborator require payment operations, without this implying, in any case, that the Collaborator provides payment services on behalf of Prisma. The Client expressly and irrevocably accepts that, in such cases, Prisma may require that communications, actions or operations under the Framework Agreement be carried out or channelled, in whole or in part, electronically through the corresponding Collaborator´s Interface.

3.7. In the cases indicated in clause 3.6 above, the Client accepts and acknowledges that its relationship with Prisma will be governed solely and exclusively by this Framework Agreement and that Prisma is completely unrelated to any contractual relations between the Client and the Collaborator.

4. Representations and Warranties by the Client

The Client hereby represents and warrants that:

a) They possess full legal capacity to contract and are acting freely and voluntarily in entering into the Services.

b) If the Client is a legal entity, it is duly organized and validly existing under applicable law, and the natural persons acting on its behalf in entering into the Services have proper authority.

c) The Services contracted will be used solely for professional, commercial, or entrepreneurial purposes, acknowledging that consumer protection laws, particularly those arising from

Royal Legislative Decree 1/2007, of 16th November, approving the revised text of the General Law for the Defence of Consumers and Users, do not apply to the Services.

d) All information and documentation provided to Prisma by the Client is accurate, complete, and, where appropriate, a true copy of the original.

e) Prisma has made available, in a readily accessible manner, all legally required information regarding the conditions under which the Services are provided, considering the Client's status. The Client confirms having thoroughly reviewed this information and this Framework Agreement before agreeing to contract any Service, even when said consent is given electronically by clicking on the "Accept" button.

5. Know Your Customer (KYC) and Fraud Prevention

5.1. The Client shall consistently provide Prisma with any information or documentation requested, as deemed necessary or pertinent for acquiring or updating Know-Your-Customer ("KYC") obligations to be fulfilled by Prisma. This includes, but is not limited to, information pertaining to their identity, capacity, legal status, beneficial ownership, the nature of their financial, commercial, or professional activities, solvency, and economic standing. In instances where the Client is a legal entity, this extends to the identity and capacity of legal representatives and/or directors acting on behalf of the entity in engaging the Services. Additionally, it includes those individuals acting on behalf of the Client, their ultimate beneficiaries, and all natural or legal persons involved in the control chain, all in accordance with the rules, policies, and procedures for regulatory control and compliance as established by Prisma at any given time, and in adherence to anti-money laundering and terrorist financing prevention regulations, as well as any other applicable tax or legal requirements.

5.2. The Client is committed to actively collaborating in the prevention, detection, and investigation of any fraudulent or illicit activities associated with the Services. This collaboration extends to implementing measures outlined in the control and regulatory compliance regulations, policies, or procedures that Prisma deems necessary. Prisma reserves the right to suspend or block the provision of Services, or to unilaterally terminate the Framework Agreement, should there be any suspicion, signs, or incidents related to the aforementioned activities.

5.3. The Client expressly and irrevocably authorizes Prisma to, at its discretion, (a) verify the accuracy of the information or documentation obtained from the Client, confirm its revenue sources or economic activities, including, without limitation, requesting information or documentation on the Client's behalf from any public or private entity; or (b) report any information or incidents pertaining to the matters outlined in this clause to the Bank of Spain, anti-money laundering and terrorist financing prevention authorities, State police or law enforcement authorities, or any other relevant authorities. This also extends to communicating with lending institutions or other payment service providers related to the transaction, sharing the necessary information or details of the incident as deemed appropriate.

5.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Prisma may require that the provision of the information or documentation referred to in the previous clauses be carried out through the Collaborator, and expressly and irrevocably authorizes Prisma to receive from the Collaborator said information or documentation obtained by the latter.

6. Correspondence

6.1. All notifications, information transmissions, orders, instructions, or general correspondence between the parties shall be conducted via the remote communication methods available to Prisma at any given time, potentially including telematic, electronic, telephone, or similar means. Nevertheless, Prisma reserves the right to utilize alternative communication methods, such as printed correspondence, postal mail, or courier services, when deemed necessary or advantageous for operational, technical, or legal reasons. In instances involving multiple product or service holders, a notification will be considered validly issued upon transmission to any one of them.

6.2. The contact details for correspondence shall be as specified in the recitals and the relevant addendum attached to the Framework Agreement for Prisma, and as provided in the subscription form for the Client. Any changes to these contact details must be promptly communicated to the other party. The Client expressly agrees that any changes to Prisma's registered office published in an official journal shall be deemed effective as notice of such change.

6.3. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts that Prisma may require that the communications and operations associated with the Framework Agreement or the Services, including, without limitation, requests for payment orders or notifications regarding modifications to the Framework Agreement or the Services, are made through the Collaborator´s Interface.

7. Access or Use of the Services

7.1. The Client shall access and use the Services through electronic, telematic, or telephone means made available by Prisma at any given time, which may include digital sites accessible via the Internet, or mobile device applications or other software tools.

7.2. Access or use of the Services by the Client shall be conducted securely, utilizing the identity authentication or verification methods required by Prisma at any given time, which may include, without limitation, access codes, personal identification numbers, passwords, or official electronic identity documents. These authentication methods shall be personal and non-transferable.

7.3. In situations requiring the application of enhanced authentication measures for accessing or using the Services under European or Spanish regulations, Prisma may require the Client to perform additional authentication actions deemed necessary, potentially including SMS verification, mobile notifications, biometric authentication, or the use of authentication applications.

7.4. The Client is responsible for securely maintaining the authentication methods provided by Prisma, ensuring their proper use and confidentiality. In cases of loss, theft, misappropriation, or unauthorized use of these authentication methods, the Client must immediately notify Prisma so that appropriate security measures can be implemented (such as the interruption or blocking of the payment transactions). For security reasons, repeated incorrect use of authentication methods may result in their invalidation and an interruption or temporary block on associated payment transactions.

7.5. All actions conducted by the Client using the authentication methods provided by Prisma are deemed valid, accurate, and authorized by the Client. These authentication methods shall substitute the need for the Client's physical signature and shall have full legal efficacy. For such purpose the electronically assigned data will be considered for all purposes and will have the same legal value as the Client's handwritten signature on physical documents.

7.6. While Prisma commits to providing reasonable technological means to facilitate continuous access or use of the Services, it reserves the right to occasionally interrupt or restrict access for maintenance operations in its systems or technological resources or when deemed necessary in accordance with its fraud prevention policies or its regulatory obligations, particularly under the request of a competent authority.

7.7. Prisma shall not be liable for damages or losses incurred by the Client or third parties due to factors beyond Prisma's reasonable control, including but not limited to failures of electronic or telematic systems, unauthorized third-party actions, or computer viruses or failures or disconnections in functioning and access to Internet. Furthermore, Prisma shall not be responsible for losses or misappropriations resulting from unauthorized, incorrect, negligent, or fraudulent use of identification or authentication methods.

7.8. The Client irrevocably authorizes Prisma to record computer and telematic logs related to access or use of the Services through remote channels, in compliance with applicable laws. The Client acknowledges the admissibility of these records as evidence in any legal or extrajudicial proceedings.

7.9. Prisma may use these records to verify the content of the Client's orders or instructions in case of discrepancies and may disclose these records if required by legal or judicial order. In disputes regarding orders or instructions issued by the Client, the Client may request access to or a written transcript of the relevant records.

7.10. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Prisma may require that access or use of the Services be carried out through the Collaborator's Interface, applying substitute or complementary security measures. of those described in the previous clauses.

8. Financial Conditions of the Services

8.1. The fees, charges, and applicable exchange rates payable by the Client for the Services, and the other economic conditions applicable to the Client, including any guarantees of compliance with their obligations, are detailed in the relevant addendum attached to the Framework Agreement. Both parties agree that the financial conditions specified in the addendum shall apply in all cases, regardless of whether they are individually or explicitly mentioned in other clauses of the Framework Agreement.

8.2. The Client authorizes Prisma to deduct applicable fees and charges from any transferred amounts for which the Client is the payee. Additionally, Prisma is authorized to debit any fees and charges due for the provision of the System from Prisma's payment accounts or any other bank or payment accounts held in the Client's name at third-party institutions. To facilitate this, the Client agrees to execute any required banking mandates or standing order forms as requested by Prisma.

8.3. The Client further authorizes Prisma to offset any due, liquid, and demandable debts owed to Prisma by the Client, at any time and even after termination of the Services. Prisma is entitled to use available balances in the payment account to settle any outstanding amounts owed by the Client.

8.4. When the contracting of the Services is carried out through the Interface of a Collaborator, the Client expressly and irrevocably accepts (a) that it may be informed of the economic conditions of the Services by the Collaborator, (b) that the economic conditions applicable to the Services may be those that the Collaborator agreed with the Client, (c) that the billing and collection of any amount associated with the Services may be carried out or managed by the Collaborator and (d) that any other rights of Prisma established in this clause 8 may be exercised by the Collaborator.

9. Payment Account and Protection of the Client's Funds

9.1. Provision of the Services may necessitate the opening of one or more payment accounts in the Client's name, depending on the operational method chosen by the Client. Funds received into a payment account do not constitute deposits, electronic money, or other repayable funds and their purpose shall be solely limited to performing payment transactions to execute the Framework Agreement.

9.2. Prisma shall promptly inform the Client of the confirmation of each payment account opening or, if relevant, the decision to refuse such opening, as well as instances of these accounts being blocked or terminated as stipulated in the Framework Agreement.

9.3. The ownership of the payment accounts is nominative and non-transferable. Nevertheless, depending on the Client's status and the nature of the Services, either sole proprietorship or the simultaneous existence of multiple account holders (co-holders) may be permissible.

9.4. In the event of multiple account holders, all references to the Client in the Framework Agreement shall be deemed to apply to each of them. Any one of them may access or utilize the payment account or the Services, jointly and severally assuming all rights and obligations resulting from actions undertaken by any one of them, and notifications made to one shall be deemed effective with respect to the others.

9.5. Similarly, the Client may permit a non-holder to access or utilize the payment account or the Services, provided that it is a precondition for the Client to complete a non-holder authorized persons form, which will be attached as an addendum to the Framework Agreement. The Client explicitly agrees to be bound by the actions taken by the non-holder authorized person regarding access or utilization of the payment account or Services, as if these actions were taken by the Client themselves.

9.6. Notwithstanding the above, should conflicting instructions be received from co-holders or non-holder authorized persons, Prisma reserves the right to choose whether to act upon or disregard such instructions, and shall bear no liability for the results, damages, or losses that may arise from acting upon or disregarding them.

9.7. Without prejudice to the provisions of this clause, the Client may stipulate that certain payment transactions require joint authorization, necessitating the involvement of more than one co-holder or non-holder authorized person for their initiation. The Client expressly acknowledges and agrees that in such instances, Prisma may impose restrictions on the means or channels available for transmitting such orders.

9.8. If the payment account records no transactions over a period of one (1) calendar year, Prisma reserves the right to close the account, transferring any remaining funds to another account specified by the Client. For the purposes of this clause, deposits and withdrawals of funds made by the Client themselves shall not constitute a transaction.

9.9. Prisma shall provide the Client with information regarding payment transactions executed under the Framework Agreement, retaining proof, records, and documentation of transactions conducted, in digital archives for the legally mandated retention periods.

9.10. Funds received by Prisma on behalf of each Client shall be always segregated from the funds of any other natural or legal persons. While in Prisma's possession and until they are delivered to the beneficiary or transferred to another payment service provider at the close of the subsequent working day following the day on which the funds were received, these funds shall be held in one or more separate accounts at a banking institution. The funds held in separate accounts shall be safeguarded, and in the event of Prisma's insolvency proceedings, the Client shall have an unequivocal right of segregation with respect to said accounts, notwithstanding potential claims by other creditors of Prisma.

10. Unique Identifier of the Client

10.1. For the accurate execution of a payment order, the Client must provide Prisma with its unique identifier, which may be the IBAN (International Bank Account Number), the BIC (Business Identifier Code), or any other combination of letters, numbers, or symbols allocated by Prisma to the Client for this purpose.

10.2. Prisma shall not be held liable for non-execution or defective execution of a payment transaction if the unique identifier provided by the Client is incorrect. Nevertheless, in such instances, Prisma shall make reasonable efforts to retrieve the funds from the payment transaction. If recovery of the funds proves impossible, and upon written request, Prisma shall provide the Client with all available information, potentially useful for the Client to initiate legal proceedings to retrieve the funds.

11. Authorisation of Payment Transactions

11.1. Payment transactions are deemed authorized when the Client provides its prior written consent, utilizing the forms, resources, or electronic or telematic channels made available by Prisma at any given time, and with proper authentication of the executing party. Once authorized by the Client, payment transactions cannot be revoked and are considered irrevocable, except in cases where imperative regulation expressly provides otherwise.

11.2. The moment of receipt of an order to execute a payment order is when Prisma receives that order. If the moment of receipt falls on a non-working day for Prisma, the payment order is deemed received on the next working day. Similarly, any payment order received by Prisma after the hours noted in the addendum to the Framework Agreement is considered to have been received on the following working day.

11.3. If the Parties agree that execution of the payment order should commence on a specific date, at the end of a defined period, or on the day the funds become available to Prisma, the moment of receipt of the order is deemed to be the agreed-upon day. If this day is not a working day for the payment service provider, the payment order is considered received on the next working day.

11.4. Following receipt of the payment order, its execution is contingent upon the Client having a sufficient balance in its account to conduct the transaction, upon payment of appropriate commissions or expenses to Prisma, and upon the payment order containing complete, accurate, legible information required for processing. For this purpose, the information must be provided in the format and within the timeframe required by Prisma, in accordance with the forms provided in advance for such purpose.

11.5. If Prisma declines to execute a payment order, it must inform the Client of this decision and, to the extent possible, the reasons for the rejection, as well as the procedure for correcting any potential errors that may have led to the refusal. All orders that have been rejected by Prisma are considered not received.

12. Execution Term, Value Date, and Availability of Funds

12.1. Unless there is an agreement between the Parties regarding the execution term for payment orders, as per clause 11.3 above, Prisma shall execute the payment orders by the end of the next working day following receipt of the payment order for: (a) payment transactions in euros; (b) national payment transactions in the currency of a Member State not in the eurozone; or (c) payment transactions involving only currency conversion between the euro and the currency of a Member State not in the eurozone, and in the case of cross-border payment transactions, when the cross-border transfer is conducted in euros.

12.2. Payment transactions within the European Union not covered by clause 12.1 above may be executed by Prisma within four (4) working days from the moment of receipt of the payment order.

12.3. Payment transactions not covered by clauses 12.1 and 12.2 above are not subject to the aforementioned terms, and in each case, they must comply with the terms determined for each specific transaction.

12.4. The value date for crediting the beneficiary's account shall not be later than the working day on which the amount of the payment transaction was credited to the beneficiary's account. Prisma shall ensure that the amount of the payment transaction is made available to the beneficiary immediately after that amount has been credited to Prisma's account, provided that, regarding Prisma: (a) there is no currency conversion, or (b) there is a currency conversion between the euro and the currency of a Member State, or between the currencies of two Member States.

12.5. The debit value date for the payer's payment account shall not be earlier than the time at which the amount of the payment transaction is debited to that account.

13. Unauthorised or Improperly Executed Payment Transactions

13.1. Upon becoming aware of an unauthorized or improperly executed payment transaction, the Client must immediately notify Prisma via electronic mail to the address provided in the relevant addendum to this Framework Agreement, enabling Prisma to take corrective action. Such notification must be made within a maximum period of thirty (30) days from the date of the debit.

13.2. In the event of an unauthorized transaction being executed, Prisma shall reimburse the Client, as the payer, the amount of the unauthorized transaction no later than the end of the next working day after Prisma becomes aware of the transaction, restoring the debited payment account to the state it would have been in had the unauthorized transaction not occurred.

13.3. The restoration and terms provided in clause 13.2 shall not apply if Prisma has reasonable grounds to suspect fraud. In such cases, Prisma reserves the right to withhold the reimbursement and to take necessary measures in accordance with applicable regulations, or if the Client establishes that the transaction was not authenticated, accurately recorded, and accounted for. For Clients with micro-company status, reimbursement shall not apply if Prisma can demonstrate that the transaction was authenticated, accurately recorded, and accounted for, and that it was not affected by a technical fault or other deficiency.

14. Liability for execution of payment transactions

14.1. The Parties acknowledge and agree that the provisions contained in this clause 14 shall be applicable exclusively when the Client holds the micro-company status.

14.2. In cases where the payment orders are initiated directly by the Client, acting as the ordering party:

a) Prisma is responsible for the correct execution of the payment transaction, unless it can demonstrate to the Client, and where applicable, to the beneficiary's payment service provider, that the payment has been received by the latter provider in accordance with the conditions outlined in clause 9 of the Framework Agreement and pursuant to the legally prescribed terms. In such a scenario, the beneficiary's payment service provider holds the responsibility to ensure correct execution of the payment transaction to the beneficiary.

b) If liability lies with Prisma as per the conditions stipulated in paragraph (a), it shall promptly refund the ordering party the relevant amount of the unexecuted or defectively executed payment transaction, and where necessary, restore the balance of the payment account to the state it would have been in had the defective payment transaction not occurred. The value date for crediting the Client's payment account shall not be later than the date the amount was debited.

c) When the beneficiary's payment service provider is found liable, it must immediately make the necessary amount of the payment transaction available to the beneficiary, and as required, credit the relevant amount to the beneficiary's payment account. The value date of the payment into the beneficiary's payment account shall not be later than the date on which the amount would have been due in the event of a properly executed transaction, in accordance with the conditions outlined in clause 9 and applicable legal provisions.

d) In cases of delayed execution of a payment transaction, the beneficiary's payment service provider must ensure that, upon request from the ordering party's payment service provider acting on its behalf, the value date for the payment to the beneficiary's payment account is not later than the date the amount would have been due had the transaction been executed correctly.

e) If a payment transaction is not executed or is executed defectively, and the ordering party initiated the payment order, the ordering party's payment service provider must, upon request, immediately trace the payment transaction and notify the ordering party of the results, at no cost to the ordering party.

14.3. In cases of payment orders initiated by the beneficiary or through the beneficiary:

a) The beneficiary's payment service provider is responsible for correctly transmitting the payment order to the ordering party's payment service provider, in accordance with clause 9 of the Framework Agreement and applicable legal provisions and must immediately return the amount of the payment order to the ordering party's payment service provider.

b) The beneficiary's payment service provider holds responsibility for correctly processing the payment order in accordance with applicable legal provisions and must ensure that the amount of the payment transaction is returned and made available to the beneficiary immediately upon receipt in its own account.

c) The value date corresponding to the crediting of the amount to the beneficiary's payment account, including in cases of delayed transmission of the payment order, shall not be later than the value date that would have been assigned to the amount in the event of correct execution of the transaction.

d) In the event of a payment transaction that is not executed or defectively executed, the beneficiary's payment service provider must, upon request and regardless of the liability determined under this paragraph, immediately trace the payment transaction, and notify the beneficiary of the results, at no cost to the beneficiary.

e) In cases where the payment orders are not executed or are executed defectively, and the liability does not lie with the beneficiary's payment service provider, the ordering party's payment service provider holds responsibility to the ordering party and must return to the ordering party, as applicable and without unjustifiable delay, the amount of the unexecuted or defectively executed payment transaction, and restore the charged payment account to the state it would have been in had the defective payment transaction not occurred. The value date for the payment to the ordering party's payment account shall not be later than the date the amount was debited.

f) The obligations of the ordering party's payment provider outlined in paragraph (e) do not apply if it can demonstrate that the amount of the payment transaction has been received by the beneficiary's payment service provider, even if the payment was delayed. In such cases, the beneficiary's payment service provider must assign a value date for the crediting of the amount to the beneficiary's payment account that is not later than the date on which the amount would have been due had the transaction been executed correctly.

14.4. The liability of Prisma, acting as the payment service provider to the payer or the payee as described in the preceding paragraphs, is understood to be without prejudice to any grounds for exemption from liability for the payment service provider that may arise in relation to payment transactions, in accordance with the conditions set forth in applicable laws and regulations and in the Framework Agreement. This includes, but is not limited to, circumstances where: (a) the user of payment services fails to notify of an transaction subject to complaint within the prescribed period; (b) the unique identifier provided by the user of payment services is incorrect; (c) there are exceptional and unforeseeable circumstances beyond the control of the payment service provider, the consequences of which would have been unavoidable despite all reasonable efforts to the contrary; or (d) other legal obligations are imposed on a payment service provider.

15. Limitation of Liability

15.1. Prisma shall not be held liable in cases of exceptional, unforeseeable circumstances beyond its control, the consequences of which would have been inevitable despite all reasonable efforts to the contrary, or in cases where other legal obligations are imposed on it.

15.2. Subject to the terms set forth in other clauses of the Framework Agreement, and except where mandatory laws specifically provide otherwise, the Parties agree that Prisma's maximum liability for damages arising out of the Framework Agreement shall be limited, in financial terms, to the total amount of commissions and fees actually collected by Prisma from Client under this Framework Agreement during the twelve (12) months preceding the incident that caused the damage.

15.3. Under no circumstances shall Prisma be liable to the Client for indirect damages or loss of profits, such as loss of earnings, loss of customers, damage to reputation, or equivalent concepts that are not directly attributable to the damage caused.

15.4. When the Services are contracted through a Collaborator's Interface, the Client expressly and irrevocably accepts that Prisma will not have any liability towards the Client, neither contractual nor extra-contractual, for any damages of any nature associated or derived from any contractual relationship. between the Client and the Collaborator.

16. Personal Data Protection

16.1. In compliance with the provisions of Regulation (EU) 2016/679 on the Protection of Personal Data ("GDPR") and other applicable data protection legislation, the signatories and the Parties expressly agree that personal data provided or obtained by virtue of entering into or executing the Framework Agreement will be included in an automated file controlled by Prisma, which ensures that the data will be processed with adequate technical and organizational measures to guarantee its protection.

16.2 The legal basis for processing personal data obtained under this Framework Agreement is your consent, as well as Prisma's legitimate interest in processing such data for the purpose of providing the agreed Services. The personal data subject to processing under the Framework Agreement will be processed by Prisma for the following purposes:

a) Managing the formalities to subscribe to the requested Services, as well as executing operations and transactions requested by any means;

b) Performing checks related to combating money laundering and counter-terrorist financing, conducting customer due diligence, compiling statistics to improve Prisma's tools, managing requests related to individuals' rights, and managing Prisma's technical resources;

c) Managing the Customer Care Service, managing identification mechanisms and Client password systems, as well as maintaining its commercial relations, for which Prisma may send warnings or alerts regarding their activity to their mobile phone, email, or any other contact means available to Prisma; or

d) Conducting risk assessments, as well as data extraction and storage, and the necessary statistical studies for Prisma to be able to carry out its business activities."

16.3. The Client and its authorized representatives must provide written notification of all changes to their personal data as soon as they occur, to keep it up to date. Prisma shall not be held liable for the consequences that may arise for the Client due to a lack of diligence in updating such data.

16.4. Prisma may disclose personal data related to the Client to the Bank of Spain, the Ministry of Finance and Treasury, the Tax Authorities, the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, as well as to account auditors, external experts in anti-money laundering matters, and personal data protection auditors, to comply with its legal obligations. Prisma may also share its data with any Collaborator or any other payment service providers, entities in the financial sector, as well as the actual payment systems and providers of technological services related to those that transmit the data to carry out each transaction.

16.5. Prisma shall maintain and retain the information recorded for the purposes described for the duration of the contractual relationship and for an additional period of ten (10) years from the termination and conclusion of the Framework Agreement or business relations entered into with the Client. After this period, your data will be deleted, ensuring confidentiality in both processing and subsequent deletion."

16.6. The Client and its authorized representatives may exercise their rights of access, rectification, restriction, objection, erasure, data portability, and to not be subject to automated individual decision-making, by submitting a request to Prisma at the postal address provided above. Likewise, both the Client and its authorized representatives are hereby informed of their right to lodge a complaint with the Spanish Data Protection Agency (www.aepd.es) in the event that they consider the processing of their data to be unsatisfactory.

17. Confidentiality

17.1. The Parties commit to confidentially process and maintain secrecy and restrictions on all Confidential Information both during and after the term of the Framework Agreement.

"Confidential Information" refers to any information or documentation exchanged by the Parties during the preparation, negotiation, or execution of the Framework Agreement, even if it has not been specifically identified as such by the disclosing party.

17.2. Consequently, each party commits to the strict custody and safeguarding of all Confidential Information provided by the other party in connection with the Framework Agreement, as well as not to disclose or provide it, in whole or in part, to any third party without the specific, prior written consent from the other party, except for collaborators, contractors, professionals, and employees of each party who need to access the Confidential Information and have previously signed a confidentiality agreement with the concerned party, containing obligations similar to or equivalent to those established in the Framework Agreement. Furthermore, such consent is not required when an administrative or judicial authority, law, or final court judgment imposes the obligation to facilitate or disclose such information.

18. Term, Termination, and Amendment of the Framework Agreement

18.1. The Framework Agreement shall remain in effect indefinitely. Notwithstanding this, any party may terminate the Framework Agreement at any time, provided they give one (1) month's advance notice prior to the anticipated termination date.

18.2. Prior to termination of the Agreement, Prisma shall complete all pending payment transactions, providing the Client with the balance that, as applicable, is established in its favour in the payment account, after deducting the relevant commissions and expenses.

18.3. Prisma may propose amendments to the contractual conditions, by giving at least one (1) months' notice (or two (2) months in the case of micro-companies) before the proposed amendments are to take effect. The Client may accept or reject the amendments to the

Framework Agreement prior to their effective date, using the same means by which they were notified of the amendments. However, any amendments that are unequivocally more favorable to the Client may be applied immediately. In such cases, the Client will be deemed to have accepted the amendments if it does not notify Prisma of its non-acceptance before the proposed effective date of the amendments.

18.4. If the Client is a micro-company, (a) it may terminate the Framework Agreement at any time, without any prior notice, in which case Prisma shall process the termination within twenty-four (24) hours of receiving the Client's request; (b) it shall pay Prisma any agreed termination commissions or expenses if the Framework Agreement has been in effect for less than six months; and (c) it shall be deemed to have accepted any amendments to the conditions unless it informs Prisma of its rejection prior to the proposed effective date of the amendments, in which case the Client shall have the right to terminate the Framework Agreement at no cost, effective at any time before the amendments would have taken effect, without prejudice to the terms set forth in letter (a).

19. Applicable Law, Jurisdictional Competence, and Claim Proceedings

19.1. The Framework Agreement shall be governed by Spanish common law.

19.2. The Parties, expressly waiving any other jurisdiction to which they might otherwise be entitled, agree to submit any disputes arising out of or in connection with the Framework Agreement to the exclusive jurisdiction of the Courts and Tribunals of the city of Madrid, which is the place of fulfilment of the obligations arising from the Framework Agreement.

19.3. Prisma maintains a customer care service to address and resolve any complaints and claims made by the Client in relation to the Framework Agreement or the Services. The terms governing this service are established in its operating regulations, which are available on Prisma's website. The Client must contact this service before filing any complaint with the Bank of Spain.

Prisma Payments EP SA	**Client**
______________________________	______________________________
Date:	**Date:**

Addendum 1

Onboarding Form

CLIENT DETAILS		
Name and surname / Company name		**Document/Identification Number**
Name: Legal Representative		**Identification document of the legal representative**
Adress		
Zip Code:	**Country**	**Region**
Phone:	**Mobile**	**E-mail:**

By signing this Contracting Form, the Client consents to the contracting of the services of Prisma Payment and Finance, E.P., S.A. in accordance with the provisions of the Framework Agreement.

Please read the Master Agreement carefully before acceptance. You can ask Prisma Payments EP SA any questions you may have about them and their effects.

In the event that the Client is a natural person, he/she declares that the contracting of the services of Prisma Payment and Finance, E.P., S.A. is carried out for a business or professional activity:
SI_____ NO_____

In the event that the Client is a natural person carrying out a professional or business activity or a legal entity, he/she declares that he/she has the status of a micro-enterprise (one that, on the date of contracting the services of Prisma Payment and Finance, E.P., S.A. employs less than ten people and whose annual turnover or annual balance sheet does not exceed two million euros):
SI_____ NO_____

Prisma Payments EP SA	**The Client**
________________________________	________________________________

Addendum 2

Communications

We inform you of the appropriate contacts at Prisma Payment & Finance in order to get in touch with the corresponding department according to your needs.

DEPARTMENT	CONTACT EMAIL
Account Management	accountmanagement@@prismapay.com
Billing	billing@prismapay.com
Compliance	compliance@prismapay.com
Operations	operations@prismapay.com

Addendum 3

Form for non-holder authorised persons

The "LIST OF AUTHORISED PERSONS AND SWORN DECLARATION" (hereinafter jointly referred to as the "ADDENDUM") is an integral part of the principal Framework Agreement and provides the LIST OF AUTHORISED PERSONS that will have access to issue payment orders related to the Services, in particular with regard to the execution of transactions through the Payment Services provided by Prisma.

1) The term "AUTHORISED PERSON" may be used indistinctively with "AUTHORISED USER" throughout the Agreement and both terms shall have the same meaning.

2) The Client shall provide a list of the AUTHORISED USERS who will be responsible for the day-to-day operation of the Client's account with Prisma in connection with the Services.

3) Together with this list of AUTHORISED USERS, the Client shall provide a copy of the identification documents, proof of address and any other supporting documents that may be requested by Prisma, as well as signing the SWORN DECLARATION, stating that the Client assumes full responsibility for the activities carried out by the AUTHORISED USERS in the management and use of the Services offered by Prisma.

4) The AUTHORISED USERS will be provided with a personal and non-transferable ACCESS CODE, which will be used to identify the AUTHORISED USER in question when contacting Prisma's personnel, and it is the ultimate responsibility of these AUTHORISED USERS, and ultimately of the Client, to maintain the confidentiality of such ACCESS CODE.

5) Any changes to this list may be made by the Client's legal representative using the appropriate form "AUTHORISED USER LIST CHANGE FORM AND SWORN DECLARATION" to be provided by Prisma upon request.

Company:

				User Role	
#	**User Name**	**Email**	**ID user**	**Read Only**	**Executor**
1					
2					
3					
4					
5					
6					
7					

#	Department	Contact Name	Phone	Email
1	Operations			
2	Finance			
3	Billing			
4	Sales			
5	Customer Relationship			

Instructions:

1. **Username**: The user's first and last name.
2. **Email**: Primary email address for the contact.
3. **User ID**: Official identification number.
4. **User Role:** Roles assigned to the user: Read Only, Executor.
    1. Read-only: View the profile to review the account.
    2. Executor: An administrator profile capable of executing and signing payments.

The Client, through its legal representative, who undersigns this ADDENDUM, declares that it has requested the Prisma to add the persons listed in the table above as operators of the Client's account with the Prisma and, therefore, the Client assumes full responsibility for any and all actions performed by the persons listed above in carrying out any activity related to such account with the Prisma, In any case, the Client is liable to Prisma for any liabilities and obligations arising from the aforementioned actions, and to this end, the Client waives, exempts, indemnifies and holds Prisma harmless from any related liabilities, obligations and claims, and must also hold Prisma harmless from claims by third parties arising from this circumstance.

The Client:

____

Name:
ID number:
Job Position:

Addendum 4

Financial conditions and timetables

1) Commissions and expenses applicable to the Services

The following expenses may be applicable on a case-by-case basis and will be considered on a case-by-case basis:

- Expenses arising from notification of additional information to that required by the legal or regulatory standards, or with greater frequency than that required by these, or due to this being transmitted by means of communication other than those specified in the Framework Agreement, when the information is provided at the request of the Client.

- Expenses due to notification that execution of a payment order has been rejected. -

Expenses for revocation of a payment order.
- Expenses for recovery of funds by incorrect unique identifier.
- Expenses for termination of Framework Agreement.
- Late payment fee (as indicated in Item 3-1C of this Addendum)
- Restoration of service charges2) Exchange rates applicable to the transactions

Include the exchange rates to be used or, if reference exchange rates are used, the calculation method and the index or base to calculate such reference rates.

Date of application of variations in the exchange rates ***[these may be varied and applied immediately without prior notice to the Client, as long as this has been established in the Framework Agreement and this is based on the agreed reference exchange rates]***.

However, changes in exchange rates that are more favourable to the Client may be applied without prior notification.

3) Invoice collection procedure

Prisma has established the following terms and conditions, which define the procedure for the collection of invoices from the Client, differentiated according to the service provided.

1. Billing procedure for SEPA services

a) Invoicing

Invoices for Services provided during the previous month shall be issued during the first five (5) days of the following month. Invoices will be issued on a monthly basis.

b) Payment deadline

The Client shall have until the twentieth (20th) day of the month in which the invoice is issued to settle the payment.

c) Notification of late payment surcharges and account blocking(s)

At the end of the payment period, Prisma will send the Client a communication informing of the following points:

- A late payment surcharge of 5% of the total amount of the invoice will be applied, regardless of when the payment is made, between the twenty-first (21st) and the last day of the month. The total amount due will be notified to the Client.
- If the Client has not paid the total amount due by the last day of the month, Prisma will block all the Client's accounts as of the next working day.

d) Blocking of the account(s)

If, by the last day of the month, Prisma has not received payment of the outstanding amounts from the Client, all accounts will be blocked as of the next working day, without the need for prior notification by Prisma to the Client. The accounts will remain blocked until the outstanding amounts have been paid in full by the Client.

e) Restoration of the service

If, after the Client's account(s) have been blocked, the Client pays the outstanding amounts, the Service will be restored immediately under the same conditions as before, without prejudice to Prisma's right to charge the costs of this restoration, in which case the Client will be informed in advance.

2. Billing procedure for SWIFT services

For SWIFT transactions, the Client shall pay Prisma the amount of the fees and expenses corresponding to the services provided and the exchange rates applicable prior to the execution of the transaction, and thus payment shall be made immediately.

3. Billing procedure for Remittance Services

For Remittance Services, the Client shall pay Prisma the amount of the commissions and expenses corresponding to the services provided prior to the execution of the transaction, and thus payment shall be made immediately.

4. Billing procedure for Acquirer Services

For the execution of Acquirer Services, the same collection procedure is applied as described in point 1.

4) Guarantee

1.- In order to ensure the provision of the Services offered by Prisma, the Client shall pay into the bank account specified by Prisma an amount as a guarantee for the fulfilment of the Client's obligations under the Framework Agreement. This guarantee is calculated on the basis of the Client's estimated payment volume for the first year and the economic conditions offered by Prisma and must be paid within five (5) days of the execution of the Agreement.

2.- In the event that the Client's payment volume increases by more than 20% in a given month compared to the previous month, the Client shall increase the amount of the guarantee in proportion to the increase in the payment volume. The Client must make such

an increase within the first five (5) days of the month following the increase in payment volumes giving rise to the increase in the guarantee. If the payment volume decreases at any time, the guarantee will be maintained.

3.- In the event that Prisma blocks the Client's account(s), as provided for in the Addendum governing the collection procedure, and the Client fails to pay the outstanding amounts, Prisma reserves the right to automatically terminate the framework agreement. In this case, the Client authorises Prisma to set-off the balance of the guarantee against any certain, liquid and enforceable debt that the Client owes to Prisma for any concept. If there are no outstanding amounts to be paid by the Client, or if there is a remaining amount after Prisma has collected the outstanding amounts, Prisma will return the balance of the guarantee to the Client.

4.- Prisma reserves the right to terminate the framework agreement automatically at any time in the event that the Client fails to fulfil any of the obligations relating to the guarantee.

5) Deadlines as of which a payment order is considered to be received during the following working day:

- Ordinary transfers: 16:00 hours;
- Transfers ordered on listed media: 15:00 hours, (presented 24 hours in advance) • Transfers ordered on magnetic media: 14:00 hours
- Transfers by Bank of Spain ordered at branches: 15:00 hours

Addendum 5

Pricing Proposal

Prisma Payments Card Terms Corporate

Corporate Terms and Conditions for Business Visa Debit Cards issued by Prisma Payments EP SA, ("Prisma").

These terms and conditions apply to your business debit card. You accept these terms and conditions by activating your debit card.

These Terms shall be carefully read before activating your Debit Card.

In these terms and conditions "you" means :

a) the Business.

These terms shall apply to You as referred in the clauses below.

"We", "us" or "our" means Prisma".

Corporate Terms and Conditions for Business Visa Debit Cards issued by Prisma.

These terms and conditions apply to your business debit card. You accept these terms and conditions by activating your debit card. You should read them carefully before activating your debit card. In these terms and conditions "you" means the Business and/or the named debit Cardholder authorised by the Business to use the Card. "We", "us" or "our" means Prisma.

1. Definitions

In these terms and conditions the following words and expressions have the following meanings:

- **"Account"** means the electronic money account associated with the Card;
- **"Agreement"** means this Agreement of open-ended duration between you and us incorporating these terms and conditions, as amended from time to time;
- **"Authorised" and "Authorisation"** mean the act of authorising a payment transfer by using the Card together with (i) the PIN code; or (ii) the CVV code and Expiry Date; or (iii) the use of contactless technology; or (iv) the signature of the Cardholder or representative of the Business;
- **"Available Balance"** means the value of unspent funds in the Account which are available for a Cardholder to spend;
- **"Business"** means the party authorised to fund the Account and to whom the electronic money is issued, which for the avoidance of doubt is not a Micro-Enterprise
- **"Business Day"** means a day other than a Saturday or Sunday on which banks are open for business in Spain
- **"Card"** means a Card, which is a Visa debit card, provided by us to a Cardholder whereby the Cardholder can spend Available Balance;
- **"Card Partner"** means Orenda Finance, a third-party company with its own customer base for the provision of the Services detailed in these Terms. The Partner hereby acts solely as a business contributor and is responsible for first level customer service, but does not provide Payment Services under any circumstances.;
- **"Card Partner's App"** Means the Card Partner's mobile application relating to the Account and the Card
- ● **"Card Distributor's Website"** means https://orenda.finance/, being the website belonging to the Card Distributor;
- **"Cardholder"** means the person authorised by the Business to use the Card to spend Available Balance in the person's capacity as a representative of the Business and not in its own personal capacity. For the avoidance of doubt a Cardholder is not acting as a consumer for the purposes of this Agreement;
- **"Card Distributor's Website"** means https://Prisma-ep.com/, being the website belonging to the Card Distributor;

- **“Card Distributor”** means Prisma;
- **“Expiry Date”** means the expiry date of the Card, which will usually be printed on the Card;
- **“Fee”** means any fee assessed against a Card, as referenced in the Fees Schedule;
- **“Fees Schedule”** means the fee schedule which may be updated from time to time. The current version is available on the Card Partner’s Website or Card Partner’s App;
- **“Issuer”** means Prisma, further details of which are set out in clause 30;
- **“KYC”** means ‘know your customer’ which means the requirements for knowledge of and information on customers of regulated entities in order to comply with anti-money laundering and counter-terrorist financing law;
- **“Merchant”** means a retailer or any other person that accepts Cards
- **“Micro-Enterprise”** means an entity which is engaged in an economic activity of and form which employs fewer than 10 people and whose annual turnover and/or balance sheet total that does not does not exceed €2 million
- **“PIN”** means the personal identification number associated with a Card which can be used as one method of Authorising Transactions;
- **“Provider”** means any of our banking providers and any other business partners.
- **“Shortfall”** means when the balance of Available Balance is negative for whatever reason, including when a Transaction has been Authorised when there was not a sufficient Available Balance;
- **“Transaction”** means: (i) paying a Merchant for goods and/or services through Authorising the Card; and (ii) obtaining cash from an ATM or bank by Authorising the Card;
- **“Virtual Card”** means where applicable a non-physical Card;
- **“you”** means the Business and/or the Cardholder, as the context may require.

2. Contact Details

The Card can be activated and managed online via the Card Partner’s Website and/or via the Card Partner’s App.

The Card Distributor, after the Partner should be your first point of contract if you have any issues with the Card or this Agreement. The Card Distributor’s contact details are as follows:

Email address: info@prismapay.com

Card Distributor’s Website: https://prismapay.com/

3. This Agreement

This Agreement governs the relationship between you and us for the provision of the Card by us to the Cardholder. This Agreement also contains important warnings and information that may affect your rights. By using your Card, you will be deemed to have accepted and fully understood the terms and conditions set out in this Agreement and you agree to comply with these by your use of the Card and/or by indicating your acceptance. The Card remains our property. The Card is not transferable.

4. The Card

The Card is a debit card; it is not a credit, charge or prepaid card. The Card is associated with your Account. After having received funds from you, we issue electronic money at par value. Please note that electronic money held in the Card shall not be interpreted as a deposit or other repayable funds and the Business will not earn any interest on any funds sent to the Account.

You must ensure that there is sufficient Available Balance to enter into each Transaction that you enter into using the Card (including value added tax and any other taxes, charges and Fees that are applicable).

Depending on your program you may receive a Virtual Card. In such cases we will provide You with the number of the Virtual Card, the Expiry Date of the Virtual Card and the CVV2 code. If for any reason a Transaction is processed and the Transaction amount exceeds the Available Balance, the Business must repay us the amount of such excess immediately and we will be entitled to stop any existing or subsequent Transactions from proceeding.

5. KYC

We require evidence of who you are for our KYC procedures. We may ask the Cardholder or the Business to provide some documentary evidence to prove this and/or we may carry out checks on you electronically.

The files of credit reference agencies may be searched to assist in the identity verification process. This is not a credit search and does not have a detrimental effect on an individual's credit score/rating or influence an individual's ability to obtain or raise credit. The credit reference agency will keep a record of any search and this will show as a 'soft footprint' on your credit record to alert you that a search was conducted.

6. Funds in the Account

Only the Business can add money to the Account. The Cardholder will not be able to add money to the Account.

At your request, part or all of electronic money held on the Account will be redeemed at their par value at any time, except if otherwise established under this Agreement or legal acts. You can choose the amount of redeemed electronic money. Where redemption of electronic money is requested by you on or up to one year after the date of the termination of this Agreement, the total monetary value of the electronic money held by you will be redeemed.

We reserve the right to suspend or terminate the right to add money to the Account at any time without notice.

The Business solely owns the funds representing the Available Balance and is the beneficial owner of these funds.

7. Service limits

Transactions may be restricted by Card type, individual usage patterns and payment risk profiles. For anti-money laundering and anti-fraud reasons, we reserve our right to change particular payment restrictions (including from those published or included herein) without notice and to the extent required to meet our regulatory obligations.

8. Use of the Card

To activate the Card you will need to log onto the Card Partner App or Card Partner's Website and use the activate card function.

We will be entitled to assume that a Transaction has been Authorised by You where (i) the magnetic strip on the Card was swiped by the Merchant; (ii) the Card was inserted into a chip & PIN device and the PIN was entered; (iii) relevant information was supplied to the Merchant that allows them to process the Transaction, for example, providing the Merchant with the 3-digit security code on the back of the Card in the case of an internet or other non-face-to-face Transaction; or (iv) the Card is tapped against a contactless-enabled reader and accepted by such reader.

The Cardholder should only use the Card as permitted by the Business. If the Cardholder uses the Card, we are entitled to presume that the Cardholder has the Business' permission to spend the Available Balance until notified to the contrary by the Business. The Cardholder can use the Card up to the amount of the Available Balance for Transactions (i) via the Internet, (ii) at Merchants and (iii) to make cash withdrawals from ATMs, provided that such application is included in the card program.

We will deduct the value of the Transactions from the Available Balance in the Account. We will also deduct any applicable Fees as soon as they become payable by the Business based upon the Fees Schedule.

ATM withdrawals may also be subject to fees, foreign exchange rates, maximum withdrawal limits, rules and regulations of the relevant ATM operator or bank. It is your responsibility to check whether any such additional fees apply, as they cannot be refunded once the cash has been withdrawn.

Like other card issuers, we cannot guarantee a Merchant, an ATM operator or a bank will accept the Card.

We may at any time suspend, restrict or terminate the Card and/or the Account, refuse to issue or replace a Card or refuse to authorise a Transaction for reasons relating to the following:

- if we have reasonable grounds to believe that the Card is being in a way which is not approved by the Business;
- if we have reasonable grounds to believe that the security of the Card has been compromised or suspect that

the Card is being used in an unauthorised or fraudulent manner;

- if there is insufficient Available Balance in the Account at the time of a Transaction to cover the amount of the Transaction and any applicable Fees;
- if there is an outstanding Shortfall in the Account;
- if we have reasonable grounds to believe that you are acting in breach of this Agreement;
- if we have reasonable grounds to believe that a Transaction is potentially suspicious or illegal (for example, if we believe that a Transaction is being made fraudulently) or because of errors, failures (whether mechanical or otherwise) or refusals by Merchants, payment processors or payment schemes processing Transactions, or
- if we need to do so in order to comply with the law.

If we do this, we will inform you of the action taken and its reasons in advance or, if that is not possible, immediately after, unless to do so would compromise reasonable security measures or be otherwise unlawful. We will reactivate the Account and where appropriate issue you with a replacement Card if after further investigations we reasonably believe that the reasons for the action no longer apply.

The Business will remain responsible to the Issuer for the use of the Card. Your ability to use or access the Card may occasionally be interrupted, for example, if we need to carry out maintenance on our systems. Please contact us using the contact details set out in clause 2 to notify us of any problems you are experiencing using the Card or Account and we will endeavor to resolve any problem.

You can manage the Card and view your e-statements by accessing the Account online via the Card Partner's Website or Card Partner App. You may at any time view the details of the Transactions in the Account using the relevant credentials. You must keep your credentials safe and not disclose them to anyone. The Account will include all Transactions notified to us up to the evening of the previous Business Day.

Your transaction information ("e-statement") will contain: (i) a reference enabling you to identify each Transaction; (ii) the amount of each Transaction; (iii) the currency in which the Card is debited/credited; (iv) the amount of any Transaction charges including their break down, where applicable; the exchange rate used in the Transaction and the amount of the Transaction after the currency conversion, where applicable; and (v) the Transaction debit/credit value date.

9. Conditions of use at certain Merchants

In some circumstances we or Merchants may require you to have an Available Balance in excess of the Transaction amount.

Some Merchants may not accept payment using the Card. It is your responsibility to check the policy with each Merchant. We accept no liability if a Merchant refuses to accept payment using the Card.

10. Keeping the Card secure and liability

You are responsible for the Card, Account and PIN. Do not share the Card or Account security details with anyone.

You must take all reasonable steps to keep the PIN safe and separate from the Card or any record of the Card number and not disclose it to anyone else. This includes:

- not keeping your PIN with the Card;
- not storing the PIN on a device which is not password protected;
- never sharing your PIN with anyone;
- when entering your PIN, taking all reasonable steps to ensure it cannot be observed by others;
- not entering your PIN into any terminal that appears to be modified or suspicious, and
- if you believe that anyone has gained unauthorised access to your PIN, notifying us without undue delay following

the procedures in clause 16.

You will need a PIN in order to make payments at a Merchant or cash withdrawals (from an ATM or a bank) with the Card. If you forget your PIN, you may retrieve the PIN or request a replacement PIN by using the contact details set out in clause 2.

We recommend that you check your Available Balance in your Account regularly on the Card Partner's Website or Card Partner's App. You will be provided with your Available Balance and a statement of recent Transactions on the Account either by electronic means or on the Card Partner's Website or on the Card Partner App at any time. We also recommend and instruct you to go thoroughly over all the Transactions on a regular basis on the Card Partner's Website or Card Partner's App.

The Business will be liable for all losses, including any related fees and charges, for any unauthorised Transaction if we can show that you have (i) acted fraudulently or (ii) failed with intent or gross negligence to use and keep safe the Card, Account or PIN in accordance with this Agreement.

The Business will also be liable for all losses, including any related fees and charges, for any unauthorised or incorrectly executed Transaction if you fail to notify us without undue delay on becoming aware of the Transaction, and in any event within 30 days of the Transaction debit date. In all other circumstances the maximum liability will be as set out in this clause 10 and in clauses 16 and 18.

If you believe that someone else knows the Account or Card security details, you should contact us without undue delay. Once any Card on the Account has expired or if it is found after you have reported it as lost or stolen, you agree to destroy it by cutting it in two through the magnetic strip.

The Business agrees to indemnify and hold us harmless from and against all reasonable costs of any legal action taken to successfully enforce this Agreement arising out of a material breach of any of the terms and conditions of this Agreement by you or by your fraudulent conduct.

11. Authorising and executing Transactions

Once a Transaction is Authorised, it cannot be withdrawn or revoked. Within the European Economic Area (EU countries plus Iceland, Liechtenstein and Norway) we will usually execute the Transaction by transferring the amount of the Transaction to the payment service provider of the Merchant by the end of the next Business Day following the receipt of the instructions to transfer the amount. If we receive the instructions after 4:30 pm, they will be deemed received by us on the following Business Day. If the payment service provider of the Merchant is located outside the EEA, we will execute the Transaction as soon as possible.

12. Communications regarding the Account

You can check the Available Balance and Transaction history at any time by logging onto the Card Partner's Website or Card Partner's App.

13. Cancelling the Card and terminating the Agreement

If you wish to terminate this Agreement at any time, you must request cancellation or termination by contacting us using the contact details set out in clause 2 informing us of your wish to terminate.

The Agreement also terminates upon Card expiry subject to clause 14.

Once we have received all the necessary information from you and we have completed and are satisfied with the outcome of applicable anti-money laundering, fraud and other illegal activity checks (including KYC), and once all Transactions and applicable fees and charges have been processed, we will send any Available Balance to the Business's designated payment or bank account less any fees and charges payable to us, provided that no law, regulation, law enforcement agency, court or regulatory authority requires us to withhold the Available Balance. If we are not able to send the Available Balance for whatever reason, it will be safeguarded pursuant to clause 28 until the relevant funds can legally become our property. A fee will be charged during this period until either the Available Balance is sent to the Business or it is exhausted. The Available Balance will be sent as soon as it is possible to do so.

A Fee may be charged for cancellation (see clause 20 below) unless you have arranged to transfer any unused funds to another Card managed by us for the Business.

If, following distribution of the Available Balance to the Business, any further Transactions are found to have been made or charges or fees incurred using the Card or we receive a reversal of any prior Transaction, we will notify the Business of the amount and the Business must immediately repay us such amount on demand as a debt.

14. Expiry & redemption

The funds on the Account will no longer be usable following the Expiry Date of the most recent Card that was issued under the Account until a replacement Card is issued. The Card and this Agreement will terminate on the Expiry Date unless you are issued a renewal Card prior to the Expiry Date. You may not use the expired Card after the Expiry Date. If a Card expires before the Available Balance is exhausted, the Available Balance on the Expiry Date will be returned to the Business as set out in and subject to clause 13.

We will have the right to set-off, transfer, or apply part or all of the Available Balance to satisfy all or any liabilities and fees owed to us by the Business that have not been paid or satisfied when due. Authorisation will be requested for a Transaction at the time of the Transaction. In the unlikely event, for any reason whatsoever, a Transaction is completed when there are insufficient funds on the Account for that Transaction which results in a Shortfall, the Shortfall will be repaid by the

Business unless it is due to:

- an error on the part of the Merchant to which the Card was provided by you as the means of payment, or
- an error on the part of the Issuer.

Should the Business not repay this amount immediately after receiving an invoice or notification from us or the Card Distributor, we reserve the right to take all steps necessary, including legal action, to recover any monies outstanding.

15. Termination and suspension of Card and Account

We may terminate the Agreement for any reason by giving you at least 30 days' notice. We may terminate the Agreement without prior notice if:

- you breach an important part of this Agreement, or repeatedly breach the Agreement and fail to resolve the matter in a timely manner;
- we so agree with the Business;
- the Business fails to pay fees or charges that you have incurred or fail to cure any Shortfall, or
- we are required to do so by law or by the card scheme (for example, where the provision of the Card to you becomes unlawful).

We may also terminate this Agreement or suspend the Card or Account without prior notice if:

- we reasonably believe the Card is deliberately being used by you to commit fraud or for other illegal purposes, or
- we discover that any of the information you provided us with when you applied for the Card was incorrect.

If we terminate the Agreement without prior notice, we will tell you as soon as practicable afterwards unless we are prohibited by law from doing so.

16. Lost and stolen Card and the right to a refund for unauthorised Transactions

If you know or suspect that the Card is lost or stolen, or that the PIN code is known to an unauthorised person, or if you think a Transaction has been unauthorised, you must tell us without undue delay by calling us using the contact details set out in clause 2 of this Agreement.

A Transaction will be considered to be unauthorised if you have not given your consent for the Transaction to be made by Authorising it. In order for any unauthorised Transaction amount to be refunded to the Account, you must report the Transaction without undue delay upon becoming aware of it. A refund cannot be made for any unauthorised Transaction reported after 30 days have passed following the debit date of the Transaction.

Despite the possible 30 day's refund period, a refund cannot be made for an unauthorised Transaction if the

Transaction was correctly displayed in the Account activity online and you failed to inform us about the Transaction being unauthorised without undue delay upon seeing the Transaction in the Account activity online. In this respect we urge you to check the Account activity online on a regular basis and review the Transactions carefully.

When you call using the contact details set out in clause 2, you will be asked to provide us with the Card's number where possible and some other identifying details. If there is an Available Balance remaining in the Account, we will replace the Card for the Account. Alternatively, the Available Balance can be redeemed to the Business. If we replace the Card, the Card will be delivered to the registered address subject to possible Fees.

We will refund as soon as possible, and no later than by the end of the day on which the unauthorised Transaction is reported by you, the full amount of any unauthorised Transaction reported by you, including any associated Fees and charges, provided you notify us of the

Transaction in accordance with this Agreement except that:

- we will refund at the beginning of the next Business Day any unauthorised Transactions reported on a day that is not a Business Day or reported after 4:30 pm on a Business Day;
- if there is evidence that you acted fraudulently or have with intent or gross negligence failed to comply with the Agreement in relation to the use of the Card and safety of the Card's security details, we will first carry out a prompt investigation to determine whether the Transaction was Authorised by you and will only refund if the investigation shows that the Transaction was not Authorised by you, and
- if the Card was lost or stolen or you have failed to keep your PIN or other security details safe from misappropriation, the Business will be liable for losses up to a maximum of EUR 50 (or equivalent in another currency) per instance of loss, theft or misappropriation.

The Business will be liable for all losses incurred in respect of an unauthorised Transaction where you have acted fraudulently or have with intent or gross negligence failed to comply with the Agreement in relation to the use of the Card and safety of its security features.

Except where you have acted fraudulently the Business will not be liable for any losses incurred in respect of an unauthorised Transaction arising after you notify us of the Transaction in accordance with the Agreement. The Business is not liable for any losses that occur where the Card has been used in a 'card not present' environment except where you have acted fraudulently or with intent or gross negligence.

If there is evidence that you checked the online Account and did not notify us of the unauthorised Transaction without undue delay, we may not refund the Account. We reserve the right to investigate any disputed Transaction or misuse of the Card before and after a refund. In order to do so we may need more information and assistance from you and you are required to reasonably cooperate with any investigation by us or any law enforcement agency or other competent authority. If we make a refund following the claim and subsequently establish that the conditions for the refund have not been met, we may deduct it from the Available Balance after notifying you. If there is no sufficient Available Balance, the Business must repay us the amount immediately on demand.

17. Our liability

We will not be liable for any loss arising from:

- your inability to use the Card as set out or for any reason stated in clauses 10 and 13;
- any cause which results from abnormal or unforeseen circumstances beyond our control, consequences of which would have been unavoidable despite all our efforts to the contrary, including but not limited to fault in or failure of data processing systems, lack of funds, maximum withdrawal limits set by ATM operators;
- a Merchant refusing to accept the Card;
- any issue with the goods or services that are purchased with the Card;
- any loss or theft that is reported later than 30 days following the debit date of the Transaction in question;
- our compliance with legal and regulatory requirements;
- our suspending, restricting or canceling the Card or refusing to issue or replace it in accordance with clause 8 above, or
- loss or corruption of data unless caused by our wilful default.

From time to time, your ability to use the Card may be interrupted, e.g. when we carry out maintenance to improve and keep the service running for our customers. If this happens, the Business may be unable to add funds to your

Account, and/or you may be unable to:

- use the Card to enter into a Transaction, and/or
- obtain information about the funds available in your Account and/or about the recent Transactions.

We will not be liable for any loss arising from such interruptions.

We are also not liable for:

- business interruption, loss of revenue, goodwill, opportunity or anticipated savings, or
- any indirect or consequential loss arising from your total or partial use or inability to use the Card, or the use of the Card by any third party.

To the fullest extent permitted by relevant law, and subject to clauses 16 and 18, our total liability under or arising from this Agreement will be limited as follows:

- where the Card is faulty due to our default, our liability will be limited to replacement of the Card; and
- where sums are incorrectly deducted from the Available Balance due to our fault, our liability will be limited to payment to the Business of an equivalent amount, and
- In all other circumstances of our default, our liability will be limited to repayment of the amount of the Available Balance.

No party will be liable for, or be considered in breach of this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence.

The above exclusions and limitations set out in this clause 17 will apply to any liability of our affiliates, such as Visa or other suppliers, contractors, agents or distributors and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement.

18. The right to a refund for Authorised and incorrectly executed Transactions

A refund may be made for an Authorised Transaction if (i) your Authorisation of the Transaction did not specify the exact amount at the time of the Authorisation, and (ii) the amount exceeded what you would have reasonably expected taking into consideration your previous spending patterns and other relevant circumstances. A claim for a refund of such a Transaction must be made within 30 days from the date on which the funds were deducted from the Available Balance. We may require you to provide us with such information as is reasonably necessary to ascertain whether the conditions for the refund are met. Within ten (10) Business Days of receiving (i) the claim for a refund or (ii) where applicable, any further information we requested from you, we will either refund the full amount of the Transaction to the Account or provide you with justification for refusing the refund.

In order to receive a refund to the Account for an incorrectly executed Transaction (including non-executed or defectively executed Transaction), you must report the Transaction without undue delay upon becoming aware of it. A refund will not be made for any incorrectly executed

Transactions reported after 30 days have passed following the debit date of the Transaction. Despite the possible 30 days refund period a refund will not be made for an incorrectly executed Transaction if the Transaction was correctly displayed in the Account activity online and you failed to inform us about the Transaction being incorrectly executed without undue delay upon seeing the Transaction in the Account activity online. In this respect we urge you to check the Account activity online on a regular basis and review the Transactions carefully.

As soon as practicable after you have notified us of a disputed Transaction in accordance with this Agreement, you must confirm the disputed Transaction in writing by email or by post, setting out full details of the Transaction and your reason for disputing it. You must provide us with all receipts and information that are relevant to the claim.

Where we are liable for an incorrectly executed Transaction, we will without undue delay refund the amount of the Transaction to the Account, restore the Account to the state it would have been had the defective Transaction not taken place and refund any charges and interest that have arisen as a consequence of the non-execution or defective execution of the Transaction provided you notify us of the Transaction in accordance with this clause 18.

If we make a refund following a claim and subsequently establish that the conditions for the refund have not been met, we may deduct it from the Available Balance after notifying you. If there is no sufficient Available Balance, the Business must repay us the amount immediately on demand. If you are not satisfied with the justification provided for refusing the refund or with the outcome of the refund claim, you may submit a complaint as described in clause 25.

19. Changes to this Agreement

We may change the Agreement by notifying you by e-mail or other agreed means 2 weeks before the change is due to take effect. You will be deemed to have accepted the notified change unless you tell us that you do not agree to the change prior to the change being effective. In this case, the Agreement will terminate upon expiry of the notice. You also have a right to terminate the Agreement immediately and without charge at any point during the notice. In such circumstances we will refund the Available Balance on the Account in accordance with clause 13 and you will not be charged a Fee for closing the Account.

We may make immediate changes to the exchange rate used to convert money from one currency to another as part of a Transaction.

20. Fees and limits

We may charge Fees in connection with any of our services and facilities that you have made use of or requested based on our Fees Schedule. The Fees Schedule is subject to changes. The most recent update of schedule will be available on the Card Partner's Website or Card Partner's App.

We may charge you an administration charge as set out in the Fee Schedule in the following circumstances:

- in the event that you make any payment to us that is subsequently reversed after sixty (60) days due to inadequate account information or inadequate KYC documentation, and
- to cover our reasonable costs and expenses in providing you with manual support on the Account not otherwise required under the Agreement (e.g. a request for legal, police, court or other judicial support).

We may charge you a Fee for chargebacks as set out in the Fees Schedule where a receiving bank declines receipt of a payment following a request to transfer the funds from the Card. We have the right to review and change the amount of Available Balance you are able to have in the Account and the spending limits on the Card at any time and will notify you accordingly.

21. Cardholder and Business details

You must let us know as soon as possible if you change your name, address, phone number or e-mail address. If we contact you in relation to the Card or the Account, for example, to notify you that we have cancelled the Card, we will use the most recent contact details you have provided to us. We will not be liable to you if your contact details have changed and you have not informed us.

22. Data protection

You agree that we can use your personal information in accordance with our privacy policy which is set out at https://prismapay.com/ The Card Distributor may also use your personal information in accordance with its privacy policy which is set out on the Card Partner's Website. Please note that us and the Card Distributor are each independent data controllers. Each privacy policy includes details of the personal information collected, how it will be used, and who it is passed onto. You can tell us if you do not want to receive any marketing materials from us.

To comply with applicable KYC-and anti-money laundering rules and regulations our bank, the Issuer, the Card Distributor and the relevant programme manager and/or any other business Provider (all together a "Distributor") who will introduce the Cardholder to the Card Distributor and the Issuer, shall be entitled to carry out all necessary verifications regarding the Cardholders identity.

The above mentioned Provider and the Card Distributor may use a recognised agency for this verification purposes (details of the agency used will be provided to you on request). In this respect, the Cardholder's personal data will be transferred to the Card Distributor and the Issuer and will be processed also outside of Spain.

23. Payment disputes with Merchants

In relation to any dispute between you and a Merchant, provided you are able to satisfy us that you have already made all efforts to resolve the dispute with the relevant Merchant, we will attempt to assist you so far as is reasonably practicable. We may charge you a Fee as referenced in the Fees Schedule for any such assistance we may give you with any such dispute. If there is an irresolvable dispute with a Merchant in circumstances where the Card has been used for a Transaction, you will be liable for the Transaction and will have to resolve this directly with the relevant Merchant.

24. Communication

Unless required otherwise by other provisions of this Agreement, if you have an enquiry relating to the Card, you can call us using the contact details set out in clause 2.

This Agreement is concluded in English. All communications with you will be in English. We may contact you by email, text message or post unless provided otherwise under the Agreement. You must maintain a valid e-mail address, a valid mobile telephone number and a valid address registered with us and must notify us of any changes in your registered details without delay. You agree to check for incoming messages regularly.

Any email will be deemed received as soon as it is sent unless within 24 hours the sender receives a failure notice indicating that the email has not been transmitted. Any email will be deemed received by the recipient on the day it is received in his e-mail inbox if received before 4.30 pm on a Business Day. If received at any other time, it will be deemed received on the next Business Day.

Any communication or notice sent by post will be deemed received three (3) days from the date of posting for the Spanish post or within five (5) days of posting for international post. Any communication or notice sent by text message will be deemed received the same day.

25. Complaints

If you are not satisfied with the Card or the way it is managed, tell us by contacting us using the contact details set out in clause 2 so that we can investigate the circumstances for you. You may also request to be provided with a copy of our complaints procedure at any time. Any complaints you have will be dealt with quickly and fairly and you agree to cooperate with us and provide the necessary information for us to investigate and resolve the complaint. If the Card Distributor does not deal with your complaint adequately, please contact us via email to info@prismapay.com .

We have internal procedures for handling complaints fairly and promptly in accordance with the National Bank of Spain requirements. A copy of our complaints' procedure is available on our Website and may also be submitted to you directly upon request.

We will respond to your complaint in writing or using another Durable Medium within 15 (fifteen) Business Days after the receipt of complaint. In exceptional cases, due to reasons which are beyond our control, we may send you a preliminary response by indicating reasons for delay and the term by which you will receive our final response. In any case the term for provision of final response will not exceed 35 (thirty-five) Business Days after the receipt of complaint. Handling of complaints is free of charge. Should you not be satisfied with our final response, or should we fail to respond to you, you always have a right to apply to the National Bank of Spain or the competent court as described below.

26. Assignment

We may assign this Agreement to another company at any time. If we assign the Agreement to another company you will be given prior notice of this. Unless you tell us within 2 weeks that you do not want to continue with the Agreement after the assignment, you agree that we can assign the Agreement in this way. Your rights will not be affected by such an assignment should it happen. You may not assign the Agreement to a third party. Your right to terminate the Agreement under clause 13 is not affected.

27. Governing law

This Agreement will be governed by Spain law and the Spanish courts will have exclusive jurisdiction regarding any legal proceedings between us, except where prohibited by EU law. Before referring the dispute to court, you and us will endeavour to resolve the dispute by amicable negotiations.

28. Protection of funds

We ensure that once we have received the funds they are deposited in a secure account, specifically for the purpose of redeeming Transactions made by the Card. In the event that we become insolvent, funds against which the Issuer has already issued electronic money are protected against the claims made by creditors.

29. Business opt-out

Prisma as the payment service provider, and you, as a payment service user which is not a consumer, can deviate from provisions of Law on Payments of Spain and agree to be bound by this Agreement as they are worded, including any such deviations.

30. The Issuer of the Card

The Card is issued by Prisma Payments EP SA, ("Prisma") with registered office at Calle Leganitos 47 9ª Planta, 28013 Madrid, Spain and C.I.F. number A-85785905, is registered in the Mercantile Registry of Madrid, Volume 27111, Folio 157, Section 8, Page M-488476, inscription I/A 1º. Prisma is a payment institution regulated and supervised by the Bank of Spain (C/ Alcalá 48, 28014 Madrid, Spain).

31. Third Party Payment Service Providers

This clause 31 applies when you use the services of an AISP (or PISP). We may deny an AISP (or PISP) access to the online account connected to the Card for reasonably, justified and duly evidenced reasons relating to unauthorised or fraudulent access to the online account by that AISP (or PISP, including the unauthorised or fraudulent initiation of a transaction.) If we do deny access in this way, we will notify you of the denial and the reason for the denial in advance if possible, or immediately after the denial of access, unless to do so would compromise reasonably justified security reasons or is unlawful. We will allow AISP (or PISP) access to the online account once the reasons for denying access no longer apply.