

AGENCY AGREEMENT

EXHIBIT A

TERMS AND CONDITIONS

1 Definitions and Interpretation

1.1 In this agreement the following capitalised terms have the following meanings:

Acquirer: a payment processor or payment service provider licensed as an acquirer by the operator of a card payment scheme to enable merchants to accept card-based transactions.

Agency Services: has the meaning given in clause 2.4.

Applicable Laws: all laws or regulations applicable to a party (including a party's rights or obligations) for the time being in force in the Territory.

Authorised Recipient: has the meaning given in clause 10.2(a).

Card-acquiring Services: services provided by an Acquirer relating to the acceptance and processing of card-based transactions on behalf of a merchant.

Customer Agreement: means the agreement entered into between the Agent and the Principal for the provision of Terminal Solutions.

Data Protection Laws: means the GDPR, the UK GDPR, the UK Data Protection Act 2018, the General Data Protection Regulation (EU) 2016/679, the Privacy and Electronic Communications (EU Directive) Regulations 2003 and all applicable EU directives, regulations or codes of practice (to the extent that such codes of practice have legal effect) relating to data protection or the privacy of individuals, and any replacement or amendment legislation implemented by the United Kingdom ("UK") pursuant to the withdrawal of the UK from the European Union, in each case as amended, replaced or updated from time to time, and any judicial or administrative interpretation of any of the above, including any guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant supervisory authority.

DPA: the Data Processing Addendum attached to this agreement including Annex 1.

Due Diligence Information: means all anti-money laundering and compliance information requested by an Acquirer to on-board the Principal as a merchant for Card-acquiring Services.

Due Diligence Information Form: means the application form(s) produced and provided by the relevant Acquirer to the Agent from time to time.

Good Industry Practice: the exercise of skill, care, prudence, efficiency, foresight and timeliness which would be expected from a reasonably and suitably skilled, trained and experienced person.

Insolvent: in respect of a party, any of the following events:

- a) the affected party becomes unable to pay its debts or is deemed to be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (assuming, if necessary, that section 123 aforesaid applies to the affected party);

- b) a winding-up petition is presented in respect of the affected party;
- c) the affected party enters into liquidation either compulsory or voluntary (save for a solvent reconstruction or amalgamation) or a provisional liquidator is appointed in respect of the affected party;
- d) notice of intention to appoint an administrator is served in respect of the affected party or an application for an administration order in respect of the affected party is filed at court;
- e) an administrator, administrative receiver, receiver or manager or similar officer is appointed in respect of the whole or any part of the affected party's assets;
- f) the affected party proposes to enter or enters into any composition or arrangement with its creditors generally or any class of creditors;
- g) distress execution or other legal process is taken or steps are taken to enforce any encumbrance over all or part of the assets and/or undertaking of the affected party; or
- h) the affected party is subject to an event analogous to any of (a) to (g) above in any other jurisdiction.

Merchant Services Agreement: an agreement and/or the Acquirer terms and conditions for the provision of Card-acquiring Services in the form provided by the Acquirer.

Terminal Solutions: has the meaning given in recital (A).

Territory: means the United Kingdom of Great Britain and Northern Ireland.

UK GDPR: means Regulation (EU) 2016/679 as it has effect in UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended by subsequent UK legislation from time to time.

1.2 In this agreement, unless otherwise specified:

- (a) headings shall not affect the interpretation of this agreement;
- (b) words in the singular shall include the plural and vice versa;
- (c) a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and
- (d) any words following the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 Appointment

2.1 The Agent has integrated its Terminal Solutions with various Acquirers.

2.2 The Agent provides the Principal with its Terminal Solutions under the terms and conditions of a separate agreement between the parties.

2.3 Each party acknowledges receipt of £1.00 from the other party, paid in consideration of it entering into this agreement. Each party acknowledges that this amount constitutes sufficient consideration for the purposes of this agreement and that this agreement is effective.

2.4 The Principal hereby appoints the Agent as its sole agent to carry out the following services in the Territory in the name of and on behalf of the Principal to:

- (a) select (at its discretion) an Acquirer for the provision of Card-acquiring Services to the Principal;
- (b) provide all Due Diligence Information relating to the Principal to an Acquirer that that Acquirer may request in relation to it onboarding the Principal as a merchant to receive Card-acquiring Services;
- (c) submit the Principal's completed Due Diligence Information Form to the Acquirer;
- (d) conclude and enter into a Merchant Services Agreement with an Acquirer for and on behalf of the Principal;
- (e) notify the Principal once the Agent has entered into a Merchant Services Agreement for and on behalf of the Principal;
- (f) terminate a Merchant Services Agreement with an Acquirer for and on behalf of the Principal without cause, provided that:
 - (i) the relevant Merchant Services Agreement permits termination without cause by the Principal;
 - (ii) the Agent complies with the termination and notices provisions of the relevant Merchant Services Agreement; and
 - (iii) the Agent has obtained the prior written consent of the Principal to terminate the relevant Merchant Services Agreement;
- (g) notify the Principal of the effective date of termination where the Agent has terminated the relevant Merchant Services Agreement under clause 2.4(f)

(the **Agency Services**).

2.5 The Principal shall not appoint any other person, firm, or company as its agent to perform services similar to the Agency Services in the Territory during the term of this agreement.

3 Agent's obligations

3.1 The Agent will provide the Principal with:

- (a) reasonable assistance in completing the Due Diligence Information Form, for example responding to questions about the relevant Acquirer's on-boarding process and Card-acquiring Services; and
- (b) a copy of the relevant Merchant Services Agreement via the Agent's customer portal.

3.2 The Agent will inform the Principal that the Card-acquiring Services are provided by the Acquirer on the basis of the Acquirer's own terms and conditions as set out in the relevant Merchant Services Agreement.

- 3.3 The Principal acknowledges that the Agent receives a commission fee from the Acquirer for Card-acquiring Services provided on behalf of the Principal under a Merchant Services Agreement. This commission fee is calculated per transaction and is included in the total transaction price payable by the Principal to the Agent under the Customer Agreement.
- 3.4 The Agent will perform the Agency Services in accordance with Good Industry Practice and all Applicable Laws.
- 3.5 The Agent will not take part in any dispute or commence or defend any court or other dispute proceedings on behalf of the Principal or settle or attempt to settle or make any admission concerning any such proceedings in respect of any Merchant Services Agreement.
- 3.6 Chargebacks and card payment transaction disputes or complaints about the Card-acquiring Services shall be resolved solely between the Principal and the Acquirer pursuant to the Merchant Services Agreement. For the avoidance of doubt, the Agent shall have no responsibility for such disputes or complaints.

4 Principal's obligations

- 4.1 The Principal will promptly provide all Due Diligence Information and reasonable co-operation that is requested by the Agent for the performance of the Agency Services.
- 4.2 The Principal represents and warrants that the Due Diligence Information and the information contained in the completed Due Diligence Information Form is accurate. The Principal shall ensure that the Due Diligence Information is accurate and kept up to date throughout the duration of the relevant Merchant Services Agreement.
- 4.3 The Principal is solely responsible for the performance of and will comply with its obligations under any Merchant Services Agreement entered into by the Agent for and on behalf of the Principal.
- 4.4 The Principal shall hold the Agent harmless and shall indemnify the Agent and keep the Agent indemnified at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other reasonable costs and expenses suffered or incurred by the Agent arising out of or in connection with any Merchant Services Agreement between the Principal and any Acquirer.

5 Limitation of liability

- 5.1 Nothing in this agreement limits or excludes any liability of the parties which cannot legally be limited or excluded.
- 5.2 Subject to clause 5.1, the Agent's total liability under or in connection with this agreement (regardless of whether such liability arises in tort, contract, or in any other way and whether or not caused by negligence or misrepresentation) shall not exceed the sum of £10,000 (ten thousand pounds).
- 5.3 Subject to clause 5.1, the Agent shall have no liability to the Principal for any wasted expenditure, loss of profits (including loss of anticipated savings), loss of business or business opportunity, loss of use or corruption of software, data or information, loss of or damage to goodwill, special, indirect or consequential loss, costs, damages, charges or expenses suffered or incurred by the Principal which arise out of or in connection with any Merchant Services Agreement entered into by the Agent for and on behalf of the Principal.

- 5.4 The Agent shall have no liability to the Principal for any liabilities which result from or arise in connection with the Principal entering into or exiting from a particular Merchant Services Agreement.
- 5.5 To the maximum extent permitted by law, all terms, conditions and warranties, other than those expressly set out in this agreement, are excluded, including all implied and statutory terms, warranties and conditions relating to satisfactory quality or fitness for any particular purpose. For the avoidance of doubt, the Agent makes no warranty to the Principal in respect of any Acquirer's performance of any Card-acquiring Services.

6 Duration and termination

- 6.1 This agreement will commence on the Effective Date and will continue until terminated by either party giving not less than thirty (30) days' notice in writing to the other party (or such other period of notice as agreed between the parties) at any time.
- 6.2 Without affecting any other right or remedy available to it, a party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days (or such other period as agreed between the parties) after being notified in writing to do so;
 - (b) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that other party's conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (c) the other party becomes Insolvent; and/or
 - (d) it is required by Applicable Law to terminate the agreement.

7 Consequences of termination

- 7.1 On termination of this agreement the Agent will immediately cease to provide the Agency Services.
- 7.2 Termination of this agreement will not affect the continuation in force of any Merchant Services Agreement entered into by the Agent for and on behalf of the Principal. For the avoidance of doubt, the termination of any Merchant Services Agreement must be carried out separately in accordance with its terms.
- 7.3 Termination of this agreement will not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the effective date of termination, including the right to claim damages for any breach of the agreement which existed at or before the effective date of termination.

8 Further assurances

- 8.1 The Principal agrees to execute all necessary further documentation or instruments required by the Agent as may be necessary or desirable to give effect to clause 2.4.

9 Assignment and other dealings

- 9.1 The Agent may at any time assign, transfer, subcontract, delegate, or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Principal.
- 9.2 The Principal will not assign, transfer, subcontract, delegate, or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Agent (such consent not to be unreasonably withheld or delayed).

10 Confidentiality

- 10.1 Each party undertakes that it will not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 10.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, subcontractors or professional advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement (and, in the case of the Agent, to the Acquirers for the purpose set out in clause 2.4(c) (together the **Authorised Recipients**). Each party shall ensure that its Authorised Recipients to whom it discloses the other party's confidential information comply with this clause 10.2; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 10.3 Neither party may use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

11 Data Protection

- 11.1 The parties acknowledge that they may need to process personal data in connection with this agreement. Where they do so, the means and purposes of processing, and the role and obligations of each party are set out in the DPA attached to this agreement.
- 11.2 For the avoidance of doubt, neither clause 11.1, nor the DPA are intended to amend, replace or alter any language agreed by the parties under any other agreements, namely those for the provision of Terminal Solutions referenced under clause 2.2.

12 Announcements

- 12.1 Neither party shall make, or permit any person to make, any public announcement or release any promotional material concerning the existence, subject matter or terms of this agreement, the wider transactions contemplated by it, or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any court of competent jurisdiction or any governmental or regulatory authority.

13 Entire agreement

- 13.1 This agreement constitutes the entire agreement between the parties relating to its subject matter.
- 13.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it has no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

14 Variation

- 14.1 No variation of this agreement will be effective unless it is in writing and signed by the parties (or their authorised representatives).

15 Severance

- 15.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of this agreement.
- 15.2 If any provision or part-provision of this agreement is deemed deleted under clause 15.1 the parties will negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

16 Notices

- 16.1 All notices to be given to a party under this agreement shall be in writing in English and shall be marked for the attention of the person and sent by email to the email address detailed for the other party on the front sheet of this agreement. The subject line of the email must identify that it is a notice being given under this agreement.
- 16.2 A party may change the contact details recorded for it in the front sheet of this agreement by notice to the other in accordance with clause 16.1.
- 16.3 A notice shall be treated as having been received at the time of email transmission.
- 16.4 If deemed receipt under clause 16.3 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.4, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

17 No third party rights

- 17.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 17.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

18 Governing law

- 18.1 This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

19 Jurisdiction

- 19.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Data Processing Addendum (“DPA”)

1. In this DPA, “**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**processing**” and “**supervisory authority**” shall have the meanings given in the Data Protection Laws (and any cognate terms shall be construed accordingly), and **personal data** shall include those special categories of personal data described in Article 9(1) UK GDPR. Terms capitalised have meaning ascribed to them under the agreement.
2. In the event of any inconsistency between this DPA and the agency agreement, then the former shall prevail in relation to its subject matter.

Roles of the Parties

3. The parties acknowledge and agree that it is the factual arrangement between them which dictates the role and duties of each party under the Data Protection Laws in respect of the sharing and processing of any personal data under or in connection with the agency agreement, and nothing in this DPA is intended to limit or exclude either Party's responsibilities or liabilities under the Data Protection Laws. However, nothing in the agency agreement or in this DPA make them, or is intended to make them, joint-controllers of personal data.
4. Principal acknowledges and agrees that Agent may need to process personal data in relation to Principal’s representatives in its capacity as controller in order to:
 - a. administer the agency agreement;
 - b. compile, dispatch and manage the payment of invoices relating to services or any other payments due;
 - c. manage the agency agreement and resolve any disputes relating to it, including in judicial or quasi-judicial proceedings, or before regulatory bodies;
 - d. respond and/or raise general queries relating to the agency agreement and performance of their obligations and receipt of the benefit under the agency agreement;
 - e. comply with regulatory obligations, or obligations vis-à-vis any other third-party (including Acquirers);
 - f. for any other lawful business purpose, including to develop new business and/or products.
5. Notwithstanding the foregoing, the parties acknowledge and agree that where data is collected or shared for the purposes of providing the services agreed under clause 2.4 of the agency agreement, then the Principal is a controller, the Agent is an appointed processor of the Principal, and that the particulars of said processing are described in Annex 1 (Data Processing Description) of this DPA.
6. Where the parties act as controllers, they will each process their personal data in accordance with their respective privacy policies, and will ensure that the use of this personal data by them complies with applicable Data Protection Laws.
7. The parties further agree to comply with the Data Protection Laws and shall not by any act or omission knowingly place the other party in breach of the Data Protection Laws.

Controller to Controller Obligations

8. Where the parties act as independent controllers, it is agreed that each party shall:
 - (a) work collaboratively to prepare a fair processing notice to set out the information required by Article 13 of UK GDPR in relation to the envisaged processing in relation to the services provided by Agent to Principal shall use reasonable efforts to ensure that a copy of such is made available to all data subjects in accordance with the Data Protection Laws and for the purposes of the agency agreement;

- (a) disclose or process the personal data (as applicable) in accordance with all Data Protection Laws;
- (a) that any data disclosed to the other party is disclosed securely and in a lawful manner;
- (b) it shall ensure that, having regard to the state of technological development, it has in place appropriate technical, security and organisational measures necessary or desirable to ensure that personal data is protected against loss, destruction and damage and against unauthorised access, use, removal, copying, modification, disclosure or other misuse;
- (c) it shall comply with any reasonable request of the other party to provide reasonable assistance and information in order for that party to access or demonstrate compliance with Data Protection Laws;
- (d) it shall provide reasonable assistance and co-operation to the other party to enable them to comply with requests from data subjects to exercise their rights under Data Protection Laws, and to respond to any other queries, requests or complaints from data subjects and/or regulators;
- (e) provide, where required, all reasonable cooperation, information and assistance to the other party in relation to any data privacy impact assessment which is necessary for compliance with the Data Protection Laws; and,
- (f) where and to the extent that either party suffers a personal data breach, or suspects it has suffered one, shall promptly and without undue delay notify the other party. The party who has suffered the personal data breach shall:
 - (i) provide all reasonable information to the other party, including in phases as it becomes available;
 - (ii) seek to recover the compromised data;
 - (iii) notify the supervisory authority and any data subjects, where required by the Data Protection Laws.

Controller to Processor

9. Agent shall, where acting as the Principal's processor, hereunder:

- (a) process the personal data only on the documented instructions of Principal, except to the extent that any processing is required by applicable law and where processing of the personal data is required by applicable law, notify Principal of the relevant legal requirement before processing unless such law prohibits Agent from doing so;
- (b) ensure that its personnel who are authorised to process the personal data both are informed of the confidential nature of the personal data and have contractually committed themselves to confidentiality;
- (c) notify the Principal where it reasonably believes any documented instructions from the Agent in respect of processing the personal data infringe the Data Protection Laws
- (d) implement and maintain appropriate technical and organisational measures to protect against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access and against all other unlawful forms of processing. Having regard to the state of the art and cost of their implementation, the parties agree that such measures shall ensure a level of security appropriate to the risks presented by the processing and the nature of personal data to be protected;
- (e) be permitted to appoint a third party (including any subcontractors and affiliates) to process such personal data under the general authorisation of the Principal – which authorisation, for the avoidance of doubt, is hereby given or reiterated, and the Agent

shall be liable for the acts and omissions of any such third party it appoints as if they were the acts and omissions of the Agent;

- (f) taking into account the nature of the processing, promptly assist the Principal at the Principal's sole cost, insofar as this is possible, for the fulfilment of the Principal's obligations to respond to requests for exercising the data subject's rights under the Data Protection Laws;
- (g) provide such information and such assistance to Principal, at Principal's sole cost, as the Principal may reasonably require to allow the Principal to comply with its obligations under the Data Protection Laws, including, but not limited to, the following:
 - (i) security of processing;
 - (ii) data protection impact assessments; and
 - (iii) prior consultation with the supervisory authority regarding high risk processing;
- (h) in the event it becomes aware of a personal data breach affecting the personal data, notify the Principal without undue delay and:
 - (i) provide all reasonable information to Principal, including in phases as it becomes available;
 - (ii) seek to recover the compromised data;
 - (iii) assist Principal to notify the supervisory authority and any data subjects, where required by the Data Protection Laws; and
- (i) be entitled to process personal data, including by using sub-processors, as reasonably required in connection with the agency agreement, in the United Kingdom, Denmark, or anywhere else in the world, provided the personal data is exported lawfully and is subject to appropriate safeguards, including, where necessary, to any transfer risk assessment, and appropriate contractual terms with any recipient of the personal data outside of the country in which the Agent is located.

Retention, return and deletion of personal data

10. Except if Data Protection Laws allow otherwise, Agent will return or delete the personal data it processes on behalf of Principal on expiry or termination of the agency agreement.

Records and Audit

11. Upon reasonable notice, and subject to the wider confidentiality obligations set out in the agency agreement, Agent shall:
- (a) at the reasonable request of Principal, make available to Principal such information necessary to demonstrate Agent's compliance with the terms of this DPA; and
 - (b) no more than once in any 12 month period, unless otherwise required by a supervisory authority, allow Principal and/or its authorised representatives, upon no less than 30 days' prior written notice to Agent, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this DPA as such apply to the personal data and the performance of Agent's obligations under the Agreement. Principal shall ensure that such audits shall be carried out with the minimum disruption possible (acting reasonably) to Agent's operations; any information obtained by Principal under this DPA shall be confidential information.

Annex 1

Data Processing Description

1 Contact details

For personal data queries arising from or in connection with the agency agreement, the parties shall contact one another at the addresses filled out in the agency agreement.

2 Data Processing Description Table

#	Processing activity (Subject Matter of Processing, nature and purpose)	Duration of the Processing	Type of Personal Data	Categories of Data Subject	Processing Role
	Provide Due Diligence Information and complete and submit relevant application forms to Acquirer on behalf of Principal	Variable (at least until conclusion of Merchant Services Agreement, potentially longer for the purposes of refreshing KYC)	Business card data, including full name and address, contact details, bank account information, official identification documents	Ultimate Beneficial Owners, Shareholders, Directors, and/or officers of the company and connected parties (current, former and future)	Processor
	Conclude and enter into a Merchant Services Agreement with an Acquirer for and on behalf of the Principal	Variable (until conclusion of Merchant Services Agreement)			
	Support the relationship between Principal and Acquirer for the duration of the Merchant Services Agreement	Variable (until termination of Merchant Services Agreement)			