

GENERAL TERMS AND CONDITIONS

1. COMPANY INFORMATION; ROLE OF FLATPAY

Flatpay Inc. ("Flatpay") is a Delaware corporation with its principal office at 42 West 57th Street, New York, New York. Flatpay offers embedded solutions and services that allow its merchant customers to access financial services and products provided by third parties, including payment gateways and acceptance of payments (the "Solution" or the "Service," as the case may be). Flatpay acts solely as a technology provider, equipment reseller and lessor, gateway facilitator, and referral partner in connection with the Customer's relationship with Third Party Providers (as defined below). Flatpay is not a bank, payment processor, acquiring institution, or registered payment facilitator. Flatpay does not receive, hold, settle, transmit, or control settlement funds or merchant proceeds in connection with payment processing services. All settlement and funding activities are performed exclusively by the applicable Third Party Providers, Acquirer, or sponsoring financial institution.

2. SCOPE OF SERVICES AND ACCEPTANCE

These general terms and conditions, together with any application or order form ("Order Form"), pricing schedule, and any other document expressly incorporated by reference (collectively, the "Agreement"), apply to all arrangements entered into between Flatpay and Flatpay's customers identified on the Order Form (each, a "Customer"). The Agreement is effective from the Customer's acceptance of an Order Form or an offer, and by accepting, the Customer represents that it has read, understood, and agreed to the terms of the Agreement ("Effective Date").

The Customer shall provide Flatpay with accurate, complete, and current information as required for the Customer's Order Form and application and for the provision of the Services or the Solution. The Customer shall promptly notify Flatpay in writing if there is a change in the information supplied, including a change in the Customer's directors, managers, beneficial owners, officers, business or trade name, legal status, or business address, and shall provide full details of such change and any supporting documentation reasonably requested by Flatpay. The Customer shall also promptly notify Flatpay, in writing, of any actual or impending insolvency event, change of control, or material adverse change to its business. The Customer shall promptly provide any information and documentation as Flatpay or any Third Party Provider may reasonably request in relation to this Agreement. Without limiting the foregoing, the Customer shall: (a) cooperate with PCI-related investigations or audits; (b) provide updated ownership, beneficial ownership, and KYC information as reasonably requested; and (c) comply with reasonable requests for documentation related to the Customer's business, products, and transaction activity.

3. THIRD PARTY PROVIDERS AND SHARING OF DATA

In providing Solutions and Services, the Customer acknowledges that Flatpay may engage one or more sub-contractors or partners (the "Third Party Providers") for the supply of certain embedded financial services and products, including regulated financial or acquiring services.

The Customer accepts and acknowledges that, depending on the nature of the Customer's business and the services provided, industry, transaction patterns, or risk profile, Flatpay and/or the Third

Party Providers may conduct risk assessments, know-your-customer ("KYC"), anti-money laundering ("AML"), or other regulatory and/or due diligence checks and/or measures.

The Customer accepts and acknowledges that, as part of the Solution, Flatpay shares certain data, such as personal data, across the Flatpay group and with the Third Party Providers (e.g., to be used by a Third Party Provider for processes and procedures, including the provision of services). See also the data privacy policy of Flatpay at <https://www.flatpay.us/>.

4. EQUIPMENT

4.1 Equipment Lease and Ownership

Flatpay may provide equipment, including but not limited to terminal(s), point-of-sale equipment ("POS"), and other accessories to the Customer in connection with the Services or Solutions ("Equipment"). The Equipment must not be transferred by the Customer to any third party in any manner. The Equipment will be owned by Flatpay, Flatpay's financing company, or any other lessor ("Lessor"). In such cases, the Equipment will remain the property of the Lessor throughout the entire period unless otherwise agreed upon in writing.

The Customer shall be responsible for any upfront setup fees as set forth in the applicable Order Form or price list. Flatpay reserves the right to charge fees for the lease, use, or provision of Equipment, including any fees or costs imposed by or passed through from a Lessor, in each case as set forth in the Order Form, the applicable price list, or as otherwise notified to the Customer in accordance with this Agreement.

In cases where the provided Equipment is owned by another Lessor, Flatpay will, at Lessor's request, ensure that information about the location and the company possessing the Equipment is forwarded to Lessor. Customer understands and agrees that this information is passed on to Lessor. FLATPAY MAKES NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Except where required by applicable law, Customer shall not make changes, modifications, or similar alterations to any Equipment without the express consent of Lessor. This applies to all Equipment, including but not limited to machines, physical accessories, and software.

4.2 Possible Relocation of Equipment

The Customer is entitled to move the Equipment or parts thereof to other premises for the use of the Customer's business in the state where the Customer is located when initially onboarded with Flatpay or as otherwise approved in writing by Flatpay. The Customer's relocation of Equipment requires prior written notification to Flatpay and must be carried out in accordance with Section 4.3 (shipment of Equipment).

4.3 Shipment of equipment

For security reasons, it is required that all transportation/shipping of Equipment be carried out through a courier service designated by Flatpay. The Customer is obligated to familiarize themselves with approved courier services and may be required to enter into separate terms and conditions with a courier service prior to any transportation/shipping/relocation of Equipment.

4.4 Return of Equipment

Upon termination of the agreement between Flatpay and the Customer, all Equipment must be returned to Flatpay in accordance with Section 4.3 (Shipment of Equipment) promptly, and in any event, no later than fifteen (15) business days of the notice of termination. The Equipment must be sent to the address provided by Flatpay. If leased Equipment is not returned within fifteen (15) business days, the Customer will be invoiced for it in accordance with Flatpay's current price list, which can be found on Flatpay's website at <https://www.flatpay.us>.

4.5 Defective Equipment

Flatpay strives to provide troubleshooting for defective Equipment via remote support in accordance with Section 8 (Support). If Flatpay determines that the Equipment cannot be repaired without Flatpay's inspection of the defective Equipment, the Customer must send the Equipment to Flatpay in accordance with Section 4.3 (Shipment of Equipment).

If the Equipment needs to be repaired or replaced and this is not due to an error by Flatpay, the Customer will be invoiced for this in accordance with the current price list, which can be found on Flatpay's website at <https://www.flatpay.us>.

5. DATA AND COMMUNICATION CONNECTION

5.1 Data and Communication Connection

Flatpay is not responsible for the delivery, setup, initiation, or maintenance or failures arising from or in connection with: any internet, network connectivity, or third party software, hardware, or other equipment that the Customer connects to or uses in conjunction with the Equipment. Flatpay is not responsible for any potential lack of Wi-Fi, internet, or mobile coverage, or the consequences this may entail. For Wi-Fi and mobile-based Equipment, Flatpay can be contacted for detailed requirements for the standard setup of the connection. It is the Customer's sole responsibility to ensure the availability of adequate internet, Wi-Fi, and/or mobile coverage, as this is a prerequisite for the use of the Equipment. Mobile coverage may vary depending on where the Equipment is used and which telecom provider is used.

5.2 Subscription for Data and Communication Connection

In connection with the delivery of Equipment, Flatpay also provides one or more mobile data subscription(s). Payment for this mobile data subscription is included in the Customer's payment for the Service. The mobile data subscription may only be used for data traffic related to payment or POS transactions conducted on Equipment provided by Flatpay.

6. OTHER SERVICES

6.1 Payment Card Processing (acquirer service) and embedded financial services and products

Flatpay does not itself process payment card transactions. For this, Flatpay has entered into partnership agreements with Third Party Providers, including card processors ("Acquirers") and financial institutions (the "Financial Partner").

In order to use the services of such Third Party Providers, the Customer shall, e.g. via a power of attorney, enter into terms, conditions, agreements, or policies that a Third Party Provider requires the Customer to accept or execute ("Third Party Provider Terms").

The Customer must be approved by the Third Party Provider in accordance with its onboarding rules and processes, including any KYC process, and the Customer must meet the requirements at all times as required by the Acquirer, the Financial Partner and/or by applicable law. The Customer is aware that certain personal data and transactional data will be transferred from Flatpay to the Acquirer and the Financial Partner as part of the onboarding process.

The Customer is aware that the Customer cannot change the Third Party Providers, or otherwise opt out of the use of any Third Party Provider in relation to the Services and Equipment provided by Flatpay. Flatpay is entitled at any time to change the Acquirer and Partner on behalf of the Customer.

6.1.1 Acquiring - Charging of Transaction Fees and Payouts

At the time of entering into an agreement with Flatpay, the Customer's transaction fee per transaction is determined as a percentage of the transaction amount ("Transaction Fees"). The agreed transaction price covers both Flatpay's Services related to acquiring and the services from the Acquirer (processing of payment card transactions) and from integrations/plugins. Costs associated with both the payment gateway and software are included in the current transaction price at any given time.

Depending on the Third Party Provider and the setup applicable to the Customer, the Transaction Fees and/or other acquiring-related fees may be (i) charged either by the Acquirer pursuant to the Acquirer's Third Party Provider Terms, or (ii) invoiced by Flatpay. The Transaction Fees are applied by the Acquirer and/or Flatpay to each transaction. Settlement with the Acquirer occurs simultaneously with the transaction and the payment being processed by the Acquirer.

It is also the Acquirer that makes payouts to the Customer. The Customer is aware and acknowledges that this is not handled by Flatpay, and thus the Customer is aware that no payouts go through Flatpay.

6.1.2 Embedded financial services and/or products

Flatpay may enable the Customer to access embedded financial services and/or products provided by a Financial Partner. The relevant service or product is provided by the Financial Partner and governed by the Financial Partner's Third Party Provider Terms.

When such services are provided to the Customer, the Customer will enter into a direct agreement with the Financial Partner and/or accept the Financial Partner's Third Party Provider Terms (including product-specific terms). Access to these services is subject to the Financial Partner's compliance requirements (including KYC checks), and the Financial Partner may restrict, suspend, or terminate the financial service in accordance with its Third Party Provider Terms and applicable law. The Customer must comply with the requirements set by the Third Party Provider and follow the instructions and security requirements of the Third Party Provider.

Applicable fees for embedded financial services will be disclosed in the Order Form, price list and/or the Financial Partner's Third Party Provider Terms. To the extent permitted by law, the Customer authorizes Flatpay and/or the Financial Partner to deduct, withhold and/or set-off amounts the Customer owes to Flatpay and/or the Financial Partner against funds held by Financial Partner for the Customer or otherwise payable to the Customer (including balances and/or settlement amounts).

6.2 Gateway and Software License

The Customer is aware that payment gateways are provided by Flatpay or by a Third Party Provider, and the Customer solely acquires a limited right of use to the payment gateway. Flatpay provides either directly or through a Third Party Provider the necessary software, and the Customer solely acquires a limited right of use to the necessary software. The Customer is obligated to receive, install, and use the latest version of the software/program as provided. Licenses for the use of payment gateway (whether in physical trade or online) and terminal/POS software are mandatory Services, and the Customer cannot opt out of the delivery of these Services through Flatpay.

6.3 Exclusivity

The Customer shall process all card transactions exclusively through the Equipment and Services provided by Flatpay. The Customer shall not use any third-party equipment, payment terminal, payment processing service, or similar solution for the acceptance or processing of card transactions at any location or channel where the Equipment or Services are deployed, unless Flatpay has provided its prior written consent. For the avoidance of doubt, this exclusivity obligation applies to all card transactions conducted by the Customer during the term of this Agreement.

7. [Intentionally left blank]

8. SUPPORT & SERVICE

Flatpay and its service providers shall have the exclusive right to service the Solutions and related Services. The Customer may not perform or have others perform service, maintenance, troubleshooting, etc., on Equipment, payment gateway, or software provided by Flatpay. Upon request, the Customer must ensure Flatpay unhindered access to perform troubleshooting on the Equipment, payment gateway, or software. If the Customer fails to release the affected Equipment, Flatpay's obligations will be suspended until the release has taken place. If troubleshooting requires a complete or partial interruption of the affected Equipment, the Customer will be informed accordingly.

The Customer shall, at its sole expense, assist in any troubleshooting by providing qualified personnel and necessary machine time, data, etc., as necessary, including machine time on

Equipment that is not faulty but is related to the Equipment, payment gateway, or software that requires service.

The Customer agrees to stay informed about support, including contact details, on Flatpay's website www.flatpay.us/.

In the event of downtime or other operational issues regarding the Services and Equipment provided to the Customer by Flatpay, and if these Services and/or Equipment are provided by Third Party Providers, Flatpay will assist in having its Third Party Providers resolve the issues in a reasonable manner.

8.1 Exclusions from Support & Service.

Flatpay shall not provide, and shall have no responsibility or liability for, the following:

- Support and service on services, equipment, software, etc., that are not provided by or through Flatpay or errors caused by such equipment or software on the Equipment covered by Agreement.
- Rectification of consequential damages, including updating or reconstruction of programs or directories that may be damaged, lost, or altered.
- Replacement of consumables.
- Reporting faults to other suppliers who are not Third Party Providers of Flatpay.
- Troubleshooting resulting from servicing or intervention in the Equipment, payment gateway, and/or software covered by the agreement by anyone other than Flatpay or one of Flatpay's approved subcontractors.
- Troubleshooting resulting from errors and negligence on the part of the Customer, such as operator error, abnormal use, or disregard of operational environment requirements.
- Troubleshooting of Equipment resulting from accidental events, such as loss of Equipment, liquid spills on or in the Equipment, tampering with the Equipment, vandalism, water damage, fire.
- Short-circuiting/lightning strikes and irregularities in power supply.
- Faults on cables, telephone lines, power supplies, and similar at the Customer's address.
- External modems, power supplies, and rechargeable batteries on mobile payment terminals are not covered by the Order Form.
- Troubleshooting on webshop platforms not provided by Flatpay.

The Customer may request that Flatpay provide assistance or services that are not within the scope of the support services described in this Agreement. If Flatpay accepts such request, the Customer will be responsible for paying the fees charged by Flatpay for such assistance or services, as applicable.

9. Notice of Issues

If Customer becomes aware of any defects and deficiencies in the Services, Solutions, or Equipment, it must provide notice to Flatpay in writing no later than 8 days after the Customer has discovered or should have discovered the defect/deficiency. If Customer fails to provide such notice, Flatpay shall not be liable or responsible for resolving the defect or deficiency, or for any losses that arise from them.

10. PRICES AND FEES

10.1 Customer's Prices & Fees

The Customer shall pay all fees and other amounts due under this Agreement, including without limitation Transaction Fees, monthly service fees, Equipment, and any other charges set forth in the applicable Order Form and/or in the price list.

In addition to the Transaction Fees, Flatpay may charge, and Customer shall pay, additional fees for the Customer's use of integrations/plugins. These fees can be found at www.flatpay.us.

As for prices and fees not included in the offer accepted by the Customer, Flatpay's current price list applies. All Flatpay's prices are stated in U.S. dollars and are exclusive of applicable taxes. The price list can be found on Flatpay's website www.flatpay.us. In addition to the Transaction Fees and other fees for Third Party Provider services and products, the Customer separately pays for various additional services provided by Flatpay (for example, upfront fees, receipt rolls, cash register setup, etc.), according to the current price list, if these are selected. These Services are invoiced directly from Flatpay to the Customer. The Customer is solely responsible for all taxes arising from the Services or the Third Party Providers' services. In the event that taxes are incurred, Flatpay will include such tax costs and fees on an invoice in accordance with Section 11.

If the Customer owes any amount to Flatpay or a Third Party Provider under this Agreement, whether or not then due, Flatpay may, without prior notice, set off such amount against (i) a security deposit, if any, (ii) any settlement amounts, credits, rebates, or other funds held by or payable through Flatpay or any Third Party Provider for the benefit of the Customer, and (iii) any other amounts that Flatpay or a Third Party Provider may owe to the Customer, in each case to the extent permitted by applicable law. The exercise of any set-off right under this Section shall not limit or waive Flatpay's right to pursue any and all other remedies available at law or in equity, including commencing litigation or other proceedings to recover any unpaid amounts.

10.2 Price adjustments

The prices for the Services and Solutions may be adjusted with a notice period of 30 days, and if so, will be notified in accordance with Section 18 (Changes).

10.2.1 Lack of Usage/Turnover Limits

The Customer will be invoiced \$50.00 per month per terminal/payment solution, for months where the total processing volume through each terminal and/or payment solution is less than

\$2,000.00 per month. This fee will be collected via ACH debit from the Customer's designated bank account.

10.2.2 Adjustment Due to Volume Deviation

If the Customer's actual transaction volume deviates by more than twenty-five percent (25%) from the transaction volume estimated by the Customer when signing the first Agreement with Flatpay, pricing may be changed to Flatpay's then-current listing price (available at www.flatpay.us), effective from the start of the following calendar month.

11. PAYMENT TERMS

11.1 Payment terms and fees

Transaction Fees and other fees for acquiring, account, and card services provided by Flatpay and/or a Third Party Provider will be deducted from the Customer's settlement amounts or, where applicable, charged to the Customer's linked account.

Fees for ancillary services (such as sign-up fees, low-usage fees, and receipt rolls) will be invoiced separately by Flatpay, and Customer shall be required to make such payment within eight (8) days from the date of the invoice. The Customer hereby authorizes Flatpay to initiate debits from the Customer's designated bank account for the collection of any amounts due under this Agreement. If Flatpay is unable to collect the amounts owed by debiting Customer's designated bank account, the Customer shall remit payment manually no later than the due date stated on the applicable invoice.

If at any time the Customer's settlement account reflects a negative balance, Flatpay reserves the right to recover the outstanding amount by ACH debit from the Customer's designated bank account, and will provide the Customer with notice of such withdrawal.

In case of late payment, Flatpay reserves the right to charge interest at the lesser of 1.5% per month or the maximum rate permitted by applicable law, plus reasonable collection costs and attorneys' fees.

In the event of the Customer's non-payment of any amount due under this Agreement, Flatpay shall be entitled to suspend or disable the Services, Solutions, or the functionality of the Equipment, or to terminate this Agreement. Following any such suspension, Flatpay shall only reinstate the Services or Solutions upon payment of the outstanding amount and a reactivation fee of \$250.00. The exercise of any suspension, disablement, or termination right under this Section shall not limit or waive Flatpay's right to pursue any and all other remedies available at law or in equity, including commencing litigation or other proceedings to recover any unpaid amounts.

12. DURATION AND TERMINATION

12.1 Duration

This Agreement shall be effective from the Effective Date for an initial term of thirty-six (36) months (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically continue on a month-to-month basis until terminated by either party in

accordance with this Section 12 (the Initial Term together with any continuation period, the "Term").

12.2 Termination Fee

After expiration of the Initial Term, either party may terminate this Agreement by providing at least thirty (30) days' prior written notice to the other party.

If the Customer terminates this Agreement, or if Flatpay terminates for the Customer's breach of this Agreement, before the end of the Initial Term, the Customer shall pay Flatpay an early termination fee of \$50.00 per remaining month in the Initial Term (the "Early Termination Fee"). Flatpay may, in its sole discretion, invoice the Early Termination Fee as a lump sum or on a monthly basis. The Early Termination Fee is in addition to, and not in lieu of, any other amounts owed by the Customer, including without limitation amounts due for unreturned Equipment, accrued fees, chargebacks, and indemnification obligations.

12.3 Additional Termination Rights

The Customer may terminate this Agreement if Flatpay materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the Customer specifying the breach in reasonable detail.

In addition to any other termination or suspension right set forth in this Agreement, Flatpay may terminate this Agreement at any time, for any reason or no reason, by providing the Customer with at least thirty (30) days' prior written notice. Without limiting the foregoing, if the Acquirer or a Third Party Provider terminates the customer relationship with the Customer due to unusual behavior and/or suspicion of misuse, Flatpay may terminate the Agreement with respect to the Customer with immediate effect.

12.4 Return of Equipment upon Termination

If the Customer does not return Flatpay's leased Equipment within 15 business days after the expiration or termination of the Agreement, the Customer will be invoiced for the replacement value of the Equipment according to Flatpay's current price list at www.flatpay.us.

13. BREACH OF CONTRACT

13.1 Customer's breach

Without limiting Customer's other obligations in the Agreement, the occurrence of one or more of the following non-exhaustive circumstances shall be considered a material breach of the Agreement by Customer:

- The Customer fails to pay fees or any other amounts owed to Flatpay or any Third Party Providers.
- The Customer acts contrary to these general terms and conditions and the agreements otherwise (including but not limited to agreements with Third Party Providers).
- The Customer misuses or neglects Flatpay's or Third Party Providers' Equipment.

- The Customer is subjected to bankruptcy proceedings, enters reconstruction, or otherwise demonstrates insolvency.
- The Customer does not comply with applicable PCI requirements or other legal or network requirements regarding the protection of card data or privacy data.
- The Customer opens the Equipment, infiltrates the payment system, uses the Software or Service, or otherwise gains unauthorized access to data and/or software in violation of the Third Party Provider TlRTerms, the Agreement, and/or applicable law.
- The Customer uses the payment gateway on an unapproved website, if the website is no longer owned by the Customer, or if the webshop undergoes significant changes (including but not limited to name/URL address, change of shop platform, change in product types/categories, etc.) or if the webshop is not available to customers.
- The Customer uses another payment gateway with the Equipment.
- The Customer fails to comply with its exclusivity obligations under Section 6.3, including by processing card transactions through any equipment or service not provided by Flatpay.
- The Customer does not comply with turnover limits and/or terminates before the end of the Initial Term.
- Service on the Equipment is performed by anyone other than Flatpay or a service provider designated by Flatpay.
- Termination of the acquiring services by the Acquirer for whatever reason.
- Termination of any of the embedded financial services or products by the Financial Partner for whatever reason.
- The Customer modifies, reverse engineers, decompiles, makes derivative works based upon, or disassembles the Services, the Solution, the payment gateway, or any component thereof; takes any action inconsistent with a Third Party Provider's or the Equipment manufacturer's ownership of the Equipment, software, or other products and services; or removes, alters, or obscures any proprietary notices on the Equipment.
- The Customer has not fully and transparently informed Flatpay about all categories of products and services delivered by the Customer to its users from time to time, including incorrect information about merchant category codes ("MCC").
- The Customer sells or distributes banned, illegal or otherwise prohibited products or services, or otherwise does not comply with applicable law. The Customer uses the Service or Solution (whether Equipment, acquiring, and/or financial embedded services or products) for illegal purposes, or in a way that causes significant harm to Flatpay, Third Party Providers, or any other third party, including but not limited to circumventing any intended limitations of the Services or Solutions.
- The Customer fails to use the Services or the Solution in compliance with applicable law or the network rules, or any product or service sold by the Customer fails to comply with applicable law.
- The Customer is, or becomes, a sanctioned person, including by being listed on the U.S. Department of the Treasury's Specially Designated Nationals and Blocked Persons List, or otherwise violates applicable sanctions, anti-money laundering, or anti-terrorism laws.

- Any information provided by the Customer in its Order Form or otherwise submitted to Flatpay is inaccurate, incomplete, or misleading.

13.1.1 Flatpay's rights in the event of Customer's breach

In the event of a breach by Customer, Flatpay may terminate the Agreement with immediate effect. Flatpay also reserves the right to terminate or suspend the right to use the payment gateway and/or licenses. In this context, Flatpay reserves the right to charge the Customer (i) if such breach occurs during the Initial Term, the Early Termination Fee for the remaining number of months until the end of the Initial Term, as well as (ii) 100% of the Equipment's current list replacement price (<https://www.flatpay.us>) if the Equipment is not returned within 15 business days.

In the event of non-compliance, Flatpay is also entitled to disconnect the Equipment for which payment has not been made. This can be done without further notice, and Flatpay cannot be held liable for any operational loss, loss of profit, consequential damages, or other indirect losses of any kind related to the disconnected connections. Data loss is considered an indirect loss.

13.2 Customer's Compliance with Law

The Customer shall comply with all applicable federal, state, and local laws, regulations, and orders in connection with its use of the Services or the Solution and its acceptance of card transactions, including but not limited to: (a) all applicable rules and regulations and payment network rules and operating regulations, including application of services, service charges, fees, cash discounts, surcharge etc. (including any requirements to cardholder information and disclosures, displays, signs etc.); (b) the Payment Card Industry Data Security Standards (PCI DSS) and other applicable security standards; (c) applicable law regarding disclosure to customers on how and why personal information and financial information is collected and used; (d) all security protocols, advisories, standards, and guidelines required by the payment networks; and (e) all Third Party Provider Terms and Acquirer requirements applicable to the Customer.

13.2.1 Flatpay's liability

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, SOLUTIONS, SOFTWARE, EQUIPMENT, AND REPORTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, FLATPAY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Flatpay shall not be liable for indirect losses, including lost profits, production losses, operational losses, and losses resulting from the termination, breach, or similar failure of an agreement between the Customer and a third party. Data loss is considered an indirect loss.

In no event shall Flatpay be liable for the Customer's losses resulting from the non-functionality of Equipment, payment gateways, software, or similar, preventing the Customer from charging its customers. Without limiting the foregoing, in no event shall Flatpay be liable for any potential losses incurred by the Customer due to Equipment, payment gateways, services, or software being out of operation or defective. The same applies to the Customer's configuration errors, connection errors, lack of coverage on data and communication connections, and errors by Third Party Providers or subcontractors. No compensation is provided for the time during which Equipment or other items cannot be used due to arising errors.

Flatpay shall not be held liable for claims regarding the processing of payment cards, as this service is provided by the Acquirer. Flatpay shall not be liable for any loss resulting from the Customer's email address being inactive, inoperative, etc., or the Customer not providing Flatpay with a correct email address.

13.2.2 Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FLATPAY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY, INDEMNITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND REGARDLESS OF WHETHER FLATPAY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SHALL NOT EXCEED THE NET FEES ACTUALLY PAID TO FLATPAY (EXCLUDING INTERCHANGE, PAYMENT NETWORK FEES, PROCESSOR FEES, TAXES, FINES, AND PASS-THROUGH AMOUNTS) DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. Flatpay assumes no responsibility for the legality of the Customer's use of Flatpay's Services and Equipment. It is solely the Customer's responsibility to comply with applicable laws and regulations, including requirements that Third Party Providers may impose on their own customers and third parties.

13.3 INDEMNIFICATION

By Customer. The Customer will defend, indemnify, and hold harmless Flatpay, its Third Party Providers, and their respective affiliates, officers, directors, employees, and agents from and against any and all claims, investigations, fines, assessments, losses, chargebacks, costs, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) the Customer's business, goods, or services, including any product liability or consumer protection claims; (b) the Customer's transactions and customer disputes; (c) the Customer's breach of this Agreement; (d) the Customer's violation of applicable law or payment network rules; (e) any data compromise or failure to maintain PCI DSS compliance attributable to the Customer; (f) the Customer's fraud, gross negligence, or willful misconduct; or (g) acts or omissions of the Customer's personnel, agents, or service providers.

14. ASSIGNMENT OF THE RELATIONSHIP

Flatpay reserves the right to transfer all rights and obligations to a third party at any time, in whole or in part, without prior consent from the Customer. The Customer may only transfer its rights and obligations to a third party, including but not limited to another company owned by the Customer or a family member, with prior written consent from Flatpay.

15. COMMUNICATION

15.1. Conclusion of agreement and correspondence

The Customer agrees that the conclusion of the agreement and all correspondence between the Customer and Flatpay will take place via email or any other form of electronic communication.

15.2. Customer's Contact Information

It is crucial that Flatpay can always communicate with the Customer, and it is the responsibility of the Customer to ensure that Flatpay always receives written information about which email address Flatpay may use in its relationship with the Customer.

16. CUSTOMER'S RELOCATION & CHANGES TO PAYMENT INFORMATION, ETC.

The Customer must provide written notice to Flatpay no later than 30 business days before any relocation of the Customer's business (as the relocation of Equipment must be carried out in accordance with Section 4.2 (Equipment Relocation)), if the webpage of the Customer changes name/URL address, or if the Customer changes banking information or other relevant changes to the agreement with Flatpay. Certain changes may incur expenses for Flatpay, for which the Customer will be billed in accordance with the applicable rates.

If the Customer has entered into an agreement with Flatpay for online payments, the Customer agrees that the gateway for online payments may only be used on a website owned by the Customer for the Customer's business, as agreed upon at the outset and approved by Flatpay. Any changes must be approved by Flatpay, and Flatpay must be notified at least 30 days before the change can take effect.

17. CONFIDENTIALITY AND DATA

17.1 Confidentiality

Flatpay and the Customer are both obligated to keep any non-publicly available information they may become aware of about the other party or its affairs confidential and any disclosure by a party of confidential information may occur only with the prior express consent of the other party. However, this does not apply where the Parties are required by applicable law and regulation to disclose the confidential information, nor does it apply to the disclosure of information to Third Party Providers in accordance with Section 3 (Third Party Providers) and Section 17.2 (Personal Data), nor to the disclosure of confidential information required by professionals subject to a duty of confidentiality, such as accountants, lawyers, or others for them to assist one of the parties. This provision does not apply if the information has become

publicly available. Flatpay is also entitled to disclose confidential information in connection with a possible transfer of the agreement while complying with applicable law.

17.2 Personal Data

To the extent that personal data is processed on behalf of the Customer, Flatpay and Flatpay's Third Party Providers and/or subcontractors act only on the Customer's instructions. The Customer accepts that necessary personal data (including email, name, telephone number, identification documentation, etc.) are transferred to Third Party Providers and/or subcontractors. Flatpay implements the necessary technical and organizational security measures to ensure compliance with Flatpay's obligations under applicable law. The Customer has the right at any time to be informed of what customer data Flatpay holds, as well as to object to it and have the data deleted. An updated privacy policy can be found at www.flatpay.us/.

17.3 PCI DSS compliance and card data

To accept card payments, the Customer must comply with the Payment Card Industry Data Security Standards (PCI DSS), which are global requirements for protecting cardholder data.

The Customer is responsible for:

- Maintaining PCI DSS compliance at all times and validating this annually via a Self-Assessment Questionnaire (SAQ).
- Securing its systems and access by enforcing strong authentication requirements for every user, e.g. passwords of minimum 12 characters long or another method of secure authentication, such as token device, smart card or biometric controls.
- Never storing any cardholder data either physically or electronically. All processing must be handled by PCI DSS-compliant third party providers.
- Never storing sensitive authentication data (e.g. CVC/CVV codes) outside of the payment solution.
- Maintaining and implementing an incident response plan, consisting as a minimum of immediate notification to its payment Third Party Provider in the event of a (potential) breach.
- Protect payment devices from tampering and substitution, perform regular inspections and ensure relevant personnel are trained to identify and report any suspicious activity.
- Keeping a list of all devices, service providers, and the services they provide (accessible in the Flatpay portal).
- Having a written agreement with each provider (accepted by the Customer under the power of attorney), accessible in the Flatpay portal.

18. CHANGES

Flatpay reserves the right to modify this Agreement at any time. Minor changes may occur without notice. Significant changes will be notified electronically to either the email provided by

the Customer and on Flatpay's portal or on Flatpay's website with a 30-day notice. Changes can be made unilaterally and therefore do not require the Customer's consent. The current general terms and conditions can be found at www.flatpay.us.

19. IP AND OTHER RIGHTS

19.1 Intellectual Property Rights

The Customer does not acquire any intellectual property rights, including but not limited to patent or copyright, to either Equipment, Services, payment gateways, services, or software, etc. The Customer is – except where such a right may arise from mandatory legislation – not entitled to in any way copy or misuse all or parts of the payment gateway and the software to which the Customer is granted a right to use via the contractual relationship with Flatpay. This also applies to codes and documentation related to both the payment gateway and software.

The Customer shall not take any action inconsistent with Flatpay's, the Equipment manufacturer's, or any Third Party Provider's ownership of the software, and shall not reverse engineer or bypass any technological measure that controls access to the Equipment or related software.

19.2 Marketing and displays

Flatpay has the right, for marketing purposes, to inform third parties that the Customer uses Flatpay's Equipment and/or Services. The Customer is not entitled to use Flatpay's logo, trademark, and other intellectual property rights without Flatpay's prior written consent. Nevertheless, the Customer agrees to properly display that it is using Flatpay's Equipment and/or Services by using the materials provided by Flatpay.

20. POTENTIAL DISPUTES

Any dispute between Flatpay and the Customer arising from these general terms and other agreements between the Customer and Flatpay shall be governed by the laws of the State of New York, without regard to its conflict of laws principles. Any dispute which cannot be resolved through good-faith negotiation within thirty (30) days of written notice shall be resolved by binding arbitration conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), by a single arbitrator, seated in New York, New York. The arbitral award shall be final and binding. Each Party retains the right to seek judicial assistance to compel arbitration, obtain interim measures, or enforce any award. Disputes involving non-payment of monies owed need not be submitted to arbitration. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

21. DISPUTES REGARDING CARD TRANSACTIONS

A cardholder may dispute a card transaction with their card issuer. The card issuer will then contact the Parties to investigate whether a refund (chargeback) should be made to the cardholder. Reasons for a dispute may include the cardholder denying knowledge of the transaction, the transaction being run multiple times for the same purchase, payment being made in another way, the cardholder not receiving the agreed-upon goods or services, or the

cardholder returning the received goods. The Customer is obliged to promptly provide all relevant documentation concerning the disputed card transaction upon Flatpay's request. If the Customer cannot substantiate its position, either Flatpay or Flatpay's Third Party Provider may choose that the payment(s) is returned to the cardholder and any settlement(s) to the Customer is withheld. The decision regarding a dispute is final and cannot be appealed to the courts. The Customer is required to provide good service to cardholders to avoid disputes. A fee of \$15.00 will be assessed for each chargeback (the "Chargeback Fee"), regardless of the number of chargebacks in a calendar month. Flatpay may deduct the Chargeback Fee from the Customer's settlement amounts, set it off in accordance with Section 10.1, or collect it by ACH debit from the Customer's designated bank account. A high number of disputes may also result in additional fines and assessments from Flatpay, Flatpay's Third Party Providers and/or payment networks (such as Visa and Mastercard). Such dispute fees and fines will be invoiced by Flatpay to the Customer. An administrative fee of up to 25% of such payment network fines and assessments may be added.

22. LANGUAGE

In case of discrepancies between any translation and English versions of this Agreement, the English version shall take precedence.