

PAYMENT MANAGEMENT SERVICES AGREEMENT

This Payment Management Services Agreement (the "**Agreement**") is entered into as of <date> (the "**Effective date**") by and between:

<**Merchant name and address**> (hereinafter referred to as "**Merchant**"); and

NOVA POST POLAND SP. Z. O. O., address: **str. Mineralna, 15 zip-code, 02-274, Warszawa, województwo mazowieckie**. (hereinafter referred to as the "**Company**"),

(hereinafter collectively referred to as the "**Parties**" and separately – as the "**Party**").

RECITALS:

WHEREAS, Merchant, its subsidiaries and affiliates own the goods and have the right to provide services which Customers (*as defined below*) can purchase; and

WHEREAS, the Company provides services for accepting payments by a variety of payment methods from the Customers (*as defined below*) and further transfer to the Merchant through a partner - a **Payment Service Provider** (*as defined below*), and

WHEREAS, Merchant wishes to mandate and instruct Company to manage the collection of payments made by Customers (*as defined below*) for the Merchant's Services or Goods (*as defined below*), and Company wishes to render such services in good faith under the terms set forth herein;

NOW, THEREFORE, in consideration of the promises, conditions, covenants and warranties set forth herein, Parties hereby agree that the following terms and conditions, and those set forth in any executed exhibit(s) or amendment(s) attached hereto, or as may be mutually agreed upon in a separate writing(s) attached hereto at some future date, apply to the subject matter of this Agreement and shall be binding upon Parties.

1. DEFINITIONS

- 1.1. "**Business Day**" shall mean a day which is not a Saturday, a Sunday nor a public holiday, and means a day when banks are open for business either in the country of incorporation of Merchant (for the purpose of definition of time for obligations and other performances to be executed by Merchant) or in the country of incorporation of Company (for the purpose of definition of time for obligations and any other performances to be executed by Company).
- 1.2. "**Company Fee**" shall mean the remuneration that Company charges Merchant for the services under this Agreement, as specified in Exhibit A.
- 1.3. "**Customer**" shall mean the end-user, purchaser, or other natural person or entity that may potentially use the may potentially use the money remittance services to pay for the Merchant's Services or Goods.
- 1.4. "**Payment Service Provider**" shall mean a partner of Company, third party that offers services for accepting payments by a variety of payment methods and further transfer in favor of the Merchant; in the context of this agreement – TryPay S.A., registered at str. Mikolaja 8-11, 50-125, Wroclaw, Poland, code: 8971781665, NIP: 8971781665, entered in the register of the Polish Financial Inspectorate (Komisja Nadzoru Finansowego) as a National Payment Organization (Krajowa instytucja platnicza) dated 2014-07-08 under the number IP25/2014.
- 1.5. "**Merchant's Services or Goods**" shall mean any payable services, goods and/or items offered, made available at, or otherwise enabled by Merchant (*as defined below*) to Customers.
- 1.6. "**Settlement Amount**" shall mean the amount of money collected by Company from Customers for the Merchant's Services or Goods less the Company Fee.
- 1.7. In this Agreement, unless the contrary intention appears:
 - (i) Any references, expressed or implied to statutes or statutory provisions, shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application has been modified by other provisions (whether before or after the date hereof) and shall include any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision.
 - (ii) References to persons shall be deemed to include natural persons, companies and other entities, whether incorporated, unincorporated associations, partnerships, firms and government bodies, governments, states and any other organizations (whether or not in each case having separate legal personality).
 - (iii) A reference to any gender shall be deemed to include a reference to either gender. The singular shall be deemed to include the plural and vice versa.

2. SUBJECT MATTER

- 2.1. Merchant authorizes and instructs Company to manage collection of payments being made by Customers for the Merchant's Services or Goods through the applicable payment options of Payment Service Provider.

- 2.2. Company shall be responsible for collecting funds from Customers and timely and accurately remitting Settlement Amounts to Merchant.
- 2.3. Merchant shall provide the Merchant's Services or Goods to Customers who paid for such services or goods through the payment options of Company and its partnering Payment Service Provider.

3. ORDER PROCESSING; REFUND RIGHTS

- 3.1. ORDER PROCESSING. Company shall direct Customers to remit their payments through the applicable payment options of Payment Service Provider.
- 3.2. CUSTOMER CHARGES. Company shall charge Customers for the Merchant's Services or Goods only such prices that are clearly defined and specifically instructed by Merchant. Company shall not have the right to charge Customers any additional amounts in excess of the prices established by Merchant for the Merchant's Services or Goods.
- 3.3. REFUNDS. All refunds shall be initiated and approved only by Merchant, and Company shall not have the right to perform any refunds. All refunds are made without the Company's participation in accordance with the terms of services and the return policy of the merchant. The only exception is the case when the goods had been paid but weren't received by the recipient. In such cases all refunds should be made by the Company based on the claim of the consignee no later than the next working day.
- 3.4. TRANSFERRING MONEY TO MERCHANT. Payments accepted from Customers by the Company are transferred to the Merchant by the Payment Service Provider on a daily/weekly basis (*need to choose*). Transfers are made based on the reports provided by the Company to the Payment Service Provider on a daily/weekly basis(*need to choose*).

4. RIGHTS AND OBLIGATIONS OF MERCHANT

- 4.1. THE MERCHANT'S SERVICES OR GOODS. Unless otherwise specified in this Agreement, Merchant is responsible for all and any activities required by or otherwise related to the development, production, delivery, updating and promotion of the Merchant's Services or Goods, including all information used in the Merchant's Services or Goods.
- 4.2. CUSTOMER EXPERIENCE. Merchant shall make sure that the Company's payment options are available for Customers.

5. RIGHTS AND OBLIGATIONS OF COMPANY

- 5.1. COMPANY SERVICES. Company shall coordinate with Merchant technical personnel in order to make available payment options of Payment Service Provider to Customers. Company shall clearly disclose to Customers that payment options of Payment Service Provider are provided by Company and its partnering Payment Service Provider, independently of Merchant, and that the billing inquiries or requests regarding payment options of Company and its partnering Payment Service Provider should be directed to Company and not to Merchant.
- 5.2. RESPONSIVENESS TO CUSTOMERS. Company shall use commercially reasonable efforts to provide Customer service and support to Customers paying via payment options of Company and its partnering Payment Service Provider for the Merchant's Services or Goods within the response time normally provided by Merchant to its Customers.
- 5.3. NO UNAPPROVED MARKETING ACTIVITY. Company shall obtain prior written approval from Merchant for any public relations, marketing or advertising activities that Company desires to undertake if such activities involve any reference to Merchant or its affiliated entities, employees or consultants, products, brands, names, titles or any other intellectual property and/or other proprietary rights. No license, whether assumed, implied or explicit, is hereby granted for the use of any of the above under any circumstances without the prior written approval of Merchant.
- 5.4. CUSTOMER SUPPORT. Company shall bear the responsibility and the costs associated with providing Customer support services to Customers with regard to the availability and performance of the payment options of Company and its partnering Payment Service Provider.

6. REPORTING; PAYMENT TERMS

- 6.1. REPORTING. Company shall provide Merchant with daily, weekly and monthly reports, in accordance with the form specified in Annex A to this Agreement, by sending the Report to the e-mail address:_____
- 6.2. COMPANY FEE. Company shall be paid, and shall be entitled to deduct the Company Fee from the amounts received from Customers for the Merchant's Services or Goods under this Agreement. If the amount of the Company Fee exceeds the amount of the Merchant Settlement Amount for any applicable period, then the Company shall apply any unpaid balance of the Company Fee to, and deduct such Company Fee from, subsequent Merchant Settlement Amounts until such Company Fee is fully paid.
- 6.3. PAYMENTS. Company shall remit the Merchant Settlement Amount to Merchant as set forth herein. Company shall electronically disburse the Merchant Settlement Amount to a bank account specified by Merchant at the closest

business day after the end of the bi-weekly period in which Company receives the payments from Customers for the Merchant's Services or Goods.

- 6.4. CURRENCY. All payments under this Agreement shall be made to Merchant in the currency of PLN, US dollar and Euro.

7. WARRANTY AND INDEMNIFICATION

- 7.1. MERCHANT'S WARRANTIES. Merchant represents and warrants the following:

- (i) Power and authority. Merchant is duly organized, validly exists and finds itself in good standing under the laws of the country of its incorporation, and has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. This Agreement has been executed by Merchant's duly authorized representative and constitutes its valid and binding obligation. Furthermore, Merchant possesses all necessary rights and authority to execute and deliver this Agreement and perform its obligations hereunder.
- (ii) No conflict. Nothing contained in this Agreement or in the performance of this Agreement will place Merchant in breach of any other contract or obligation with any third party or agency.
- (iii) No violation. To the best of Merchant knowledge, Merchant's Services or Goods do not violate any laws, rules, or regulations nor infringe any third party's rights.

- 7.2. COMPANY'S WARRANTIES. Company represents and warrants the following:

- (i) Power and authority. Company is duly organized, validly exists and finds itself in good standing under the laws of the country of its incorporation and has the power and authority to enter into this Agreement and to fully perform its obligations hereunder. This Agreement has been executed by Company's duly authorized representative and constitutes its valid and binding obligation.
- (ii) No conflict. Nothing contained in this Agreement or in the performance of this Agreement will place Company in breach of any other contract or obligation with any third party or agency.
- (iii) Company shall take at least industry standard precautions and shall use best efforts to protect Customers' bank card information or other such sensitive financial information.

8. LIMITATION OF LIABILITY

- 8.1. The Parties' entire liability resulting from the other Party's failure to perform any of its obligations under this Agreement shall be the Parties' actual, direct damages as might be provable in a court of law.
- 8.2. Neither Party shall be liable to the other Party for any incidental, indirect or consequential damages such as, but not limited to, compensation or damages for loss of present or prospective profits or revenues, loss of actual or anticipated fees on sales or anticipated sales, or expenditures, investments or commitments made in connection with this Agreement or in connection with the performance of obligations hereunder.

9. TERM AND TERMINATION

- 9.1. TERM. The term of this Agreement shall commence on the effective date and shall continue in effect for a period of one (1) year (the "**Initial Term**"), unless terminated earlier in accordance with conditions this Agreement.

The Initial Term shall automatically be renewed for successive one (1) year periods unless either Party provides the other Party with the notice of its desire to terminate at least thirty (30) calendar days prior to the expiration date of the then-current term (the "**Renewal Term**"). The Initial Term and each Renewal Term are collectively referred to herein as the "**Term**".

- 9.2. EFFECT OF TERMINATION. Either Party has a right to terminate this Agreement without cause at any time upon serving a written notice to other Party specifying to the cause of termination, the date upon which the Agreement terminates, the obligations of Parties that each Party is required to fulfill within the period of time from the receipt of the notice and until the moment when the Agreement is deemed to be terminated.
- 9.3. EFFECT OF TERMINATION. Upon termination of this Agreement by either Party, Merchant shall be liable for all outstanding obligations to Company and Company shall be liable for all outstanding obligations to Merchant. Each Party shall immediately remove from its displays and cease use of any icons and other trademarks or logos that belong to the other Party. Company shall immediately terminate its Agreements with Payment Service Provider in the part related to the subject matter of this Agreement and promptly inform its other relevant partners that the Agreement between Company and Merchant has been terminated.

10. CONFIDENTIALITY AND NON-USE

- 10.1. CONFIDENTIAL INFORMATION. Each Party acknowledges that it will have access to proprietary or Confidential Information (the "**Confidential Information**") of the other Party, including, but not limited to, the terms of this Agreement. Confidential Information entitled to protection under this Agreement shall include, without limitation, technical data, trade secrets, any plans with regard to the products or services of the either Party, Customer or supplier lists including without limitation databases, marketing plans, software, source codes for various software, processes,

technology, inventions, and designs, either Party's financial information including, without limitation, its books and records, either Party's marketing information, either Party's or a third party's confidential product information, whether or not any such information is marked as confidential, and, in addition, any other information identified as confidential by appropriate markings on any documents exchanged or, if disclosed orally, on a subsequent written notice provided within ten (10) calendar days of disclosure.

- 10.2. PROTECTION OF CONFIDENTIAL INFORMATION. Each Party will protect the Confidential Information of the other Party in the same manner in which it protects its own Confidential Information (but in any event will use no less than reasonable care), except as may be specifically permitted hereunder.
- 10.3. EXCEPTIONS. The obligations of confidentiality and non-use specified above will not apply to any information of one Party which:
- (i) was known by the other Party prior to the date of this Agreement and not obtained or derived, directly or indirectly, from such Party or its affiliates, or if so obtained or derived, was lawfully obtained or derived and is not held subject to any confidentiality or non-use obligations or becomes public or available to the general public otherwise than through any act or default of the other Party in violation of the provisions of this Agreement;
 - (ii) is obtained or derived prior or subsequent to the date of this Agreement from a third party which is lawfully in possession of such information and does not hold such information subject to any confidentiality or non-use obligations;
 - (iii) is independently developed by such Party without use of the other Party's Confidential Information; or
 - (iv) is required to be disclosed by one of the Parties pursuant to applicable law or under a government or court order, provided, however, that the obligations of confidentiality and non-use will continue to the fullest extent not in conflict with such law or order; and, if and when a Party is required to disclose such Confidential Information pursuant to any such law or order, such Party will, to the extent legally permissible, give notice to the other Party to allow such Party to make efforts to obtain a protective order or take such other actions as will prevent or limit public access to, or disclosure of such Confidential Information.
- 10.4. ACCESS TO CONFIDENTIAL INFORMATION. Access to all Confidential Information shall be restricted to employees of the receiving Party, immediate organization, parent corporations, subsidiaries, and other persons, such as consultants, attorneys and other advisors having a need to know to perform services specifically requested by one Party or the other to fulfill the purpose of this Agreement. The receiving Party shall notify such employees or persons of the proprietary nature of the Confidential Information and shall require such employees or other persons to agree the form of a non-disclosure Agreement enforceable in the respective jurisdiction to maintain the confidentiality of the Confidential Information on the same terms as set forth herein. Except as expressly permitted by this Agreement, the Confidential Information shall not be disclosed to any third Party without the prior written consent of the disclosing Party.

11. GENERAL PROVISIONS

- 11.1. FORCE MAJEURE. No Party shall be deemed in breach of this Agreement to the extent that performance of its respective obligations or attempts to cure any breach are delayed or prevented by reason of any act of god, fire, natural disaster, accident, act of government, or any other cause beyond the reasonable control of such Party; provided, that the Party influenced by such force majeure circumstances shall, within the period of seven (7) calendar days, notify the other Party of emergency, type and expected duration of force majeure circumstances preventing the notifying Party from performing its obligations under this Agreement. The existence of such force majeure circumstances must be confirmed by a chamber of commerce or other independent body. If such notification is not sent in accordance with the above provision, the Party influenced by force majeure circumstances shall not have the right to refer to such force majeure circumstances as the reason of its non-performance of obligations under this Agreement. During the existence of force majeure circumstances releasing the Parties from their obligations hereunder, the Parties suspend the performance of their obligations without any sanctions. In the event of such force majeure circumstances exist for more than six (6) months, the Parties shall negotiate further performance of this Agreement. If the Parties do not come to an Agreement in this respect, each of the Parties has the right to terminate this Agreement unilaterally by sending the other Party a notice of termination.
- 11.2. NO PARTNERSHIP. Nothing contained in this Agreement shall be construed as creating any partnership, employer-employee relationship or joint venture between the Parties. Neither Party shall be authorized to act as an agent for the other, nor shall either Party enter into any Agreement or contract on behalf of the other as representative or agent.
- 11.3. ENTIRE AGREEMENT. This Agreement, combined with the schedules, exhibits and appendices attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and Agreements between the Parties hereto concerning the subject matter herein.
- 11.4. SEVERABILITY. Should any provision of this Agreement be unenforceable or prohibited by any applicable law, only such unenforceable provision shall be ineffective to the extent of such unenforceability or prohibition without

invalidating any other provision of this Agreement. The Parties agree and undertake to amend this Agreement as necessary and in such a manner as to legally permit them to fulfill their obligations hereunder.

11.5. NOWAIVER. Failure by Merchant to enforce any of its rights in connection with this Agreement, or to insist upon the strict performance of the terms of this Agreement, shall not be construed as a waiver or a relinquishment of any such rights for future breach or enforcement thereof.

11.6. HEADINGS. Headings of articles and clauses are inserted for convenience and shall not define, limit, construe nor describe the scope or extent of such articles or clauses.

11.7. WRITTEN MODIFICATION. No modification, addendum, amendment, clarification of this Agreement or of any provision hereof shall be effective unless in writing and signed by both Parties.

11.8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of Poland, without regard to conflicts or choice of law rules or principles.

Any dispute or conflict arising from this Agreement shall be submitted to the International Court of Arbitration of the International Chamber of Commerce and shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be _____. The language to be used in the arbitral proceedings shall be English.

Nothing contained in this clause shall limit the right of either Party to take proceedings against the other Party in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

11.9. FINAL PROVISION. This Agreement is made in English in two (2) copies of this Agreement, each of which together shall be deemed an original, but all of which together shall constitute one (1) and the same instrument.

11.10. ELECTRONIC ACCEPTANCE. This Agreement may be concluded in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent) and will be binding between the Parties. Both Parties agree that it will not contest the validity or enforceability of this Agreement because it was concluded in electronic form. Scanned documents that have been signed and delivered by facsimile transmission or by e-mail delivery must be made in a ".pdf" format data file with resolution no less than 300 dpi.

IN WITNESS WHEREOF, the undersigned hereby acknowledge that they have read and understand the terms of this Agreement, and that by signing this Agreement they agree to be bound by all terms, conditions, and obligations contained herein.

COMPANY:

MERCHANT:

NOVA POST POLAND SP. Z. O. O.

Managing director

Managing director

_____/ _____/

_____/ _____/

**EXHIBIT A
COMPANY FEE. COMPANY PAYMENT OPTIONS**

1. COMPANY FEE

The Company's remuneration is calculated at rates in the amount of ___% and is withheld by the Company from the amounts received from Clients for the Services or Goods of the Seller.

2. CURRENCY

All payments to Merchant under this Agreement shall be made in PLN, US dollars or Euro (the "**Currency of the Agreement**").

In the event that Company receives the payments from Customers in the currencies other than the Currency of the Agreement, Company shall, at Company's cost, convert the said amounts into the Currency of the Agreement based upon the agreed exchange rate as of the day when Merchant Settlement Amount is due to be transferred by Company to Merchant.

3. PAYMENT METHODS (REPORT)

Company shall have the right to make the following payment methods available to Customers through the Company Platform for the fees described below applicable to the electronically disbursement to a bank account in PLN, US dollars or Euro:

№	NUMBER SHIPMENT/HOME P SHIPMENT	PAYER NAME	DATE OF TRANSFER	AMOUNT	CURRENCY	WITHHOLDING COMMISSION	IBAN	CLIENT NAME	BENEFICIARY NAME

Company shall have the right to make the following payment methods available to Customers through the Company Platform for the fees described below applicable to the electronically disbursement in all other methods, except for PLN, US dollars or Euro

№	NUMBER SHIPMENT/HOME P SHIPMENT	PAYER NAME	DATE OF TRANSFER	AMOUNT	CURRENCY	WITHHOLDING COMMISSION	IBAN	CLIENT NAME	BENEFICIARY NAME

Company shall have the right to make the new payment methods (that are not listed in this Exhibit A) available to Customers only upon prior written approval of Merchant which shall not be unreasonably withheld. In the event that Company acquires the ability to make the new payment methods available to Customers, Company shall notify Merchant about this via email. In the event that Merchant decides to allow Company to include the new payment methods into the payment options, the Parties shall amend this Exhibit accordingly, specifying the new payment method, the Payment Service Provider (if applicable), processing fees imposed on Company by the Payment Service Provider (if applicable), as well as the Company Fee for supporting such new payment method.

Merchant shall have the right to revoke any of the payment methods from the payment options upon the written notice to Company provided via e-mail. Company shall disable the payment method from the payment options within 24 hours from the moment of receipt of such notice.

Company shall have the right at its sole discretion to disable any of the payment methods from the payment options upon the written notice to Merchant provided via e-mail.

COMPANY:
NOVA POST POLAND SP. Z. O. O.

MERCHANT:

Managing director
_____/_____/_____

Managing director
_____/_____/_____

