

## Merchant Processing Agreement

This Merchant Processing Agreement (“Agreement”) is between CITCON USA LLC (“Citcon,”) and you, the Merchant (“Merchant,” “you” or “your”) accepting any payment credentials from your customers’ payments for goods and services (“Transactions”) and with the terms described in the attached Schedule A, which we may agree to process for you from time to time (collectively, “Credentials”). This Agreement governs your use of the payment processing services (“Payment Services”) provided by Citcon, and both parties agree to be bound by the terms hereinafter. The Payment Services may only be used for business purposes, and may not be used to accept payments for personal, family, or household purposes other than the Transactions. The Payment Services may only be used in the designated territory(ies).

## I. Payment Services

### 1. Our Role

Citcon is acting as an authorized agent for the limited purpose of accepting and processing Credentials from Customers on your behalf for Transactions. Citcon is not a bank, a money services business (“MSB”) or a money transmitter, and Citcon does not offer banking services or MSB services as defined by the US or Canadian laws. The Payment Services enable you to accept Credentials from Customers in payment for Transactions.

In order to serve in this role, we must enter into an agreement with payment providers (“Acquirer Agreement”). The Acquirer Agreement sets forth certain rights and obligations of payment providers (collectively, “Providers”), Citcon, Merchants, and License Partner if applicable.

A License Partner is an acquirer with local acquiring license and Payment Providers’ authorization in its designated territory(ies). Citcon and the License Partner may work together to provide full functional acquiring and transaction processing services to you. The License Partner, when applicable, uses Citcon’s processing technology to process transactions and conduct reconciliations and settlements. The License Partner may conduct fund settlements. The License Partner also authorizes Citcon to sign a merchant processing agreement with a merchant.

If applicable, Citcon and the License Partner together work as a full-function acquiring role. In the following paragraph, unless expressly specific otherwise, we refer to Citcon and License Partner together as “we,” “our,” or “us” within the context of this Agreement.

### 2. Your Authorization

You authorize us to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf in connection with the Payment Services. Based on your authorization, we may generate an electronic funds transfer in order to settle the proceeds of each Transaction that you authorize, less any applicable Fees (as defined in Section 6) (“Fees”). Your authorization will remain in full force and effect until your Merchant Account (as defined in Section 9) is closed or terminated and all outstanding

Transactions processed.

You acknowledge and agree that our processing of a Transaction, and our subsequent receipt of funds, in connection with a Transaction on your behalf, satisfies your Customer's obligations to make payment to you. We will settle to you funds actually received by us from Providers on your behalf, less amounts owed to us, subject to any Refunds (as defined in Section 16). Your authorization permits us to debit any Linked Account (as defined in Section **Error! Reference source not found.**) at any time for the purposes specified in this Agreement. By agreeing to the terms of this Agreement, you also agree to be bound by and comply with any applicable rules of Financial Institutions governing associations and/or any applicable Clearing House, such as the *National Automated Clearing House Association* in the United States, *Payments Canada* in Canada, the *European Automated Clearing House Association* in Europe, or any similar clearing house in respective jurisdictions where the transactions take place.

### 3. Exclusivity

In consideration of its obligations set forth in this Agreement, Citcon shall throughout the term of this Agreement and any additional or renewed terms thereafter remain to you the sole and exclusive mobile payment service processor for the payment Credentials we agree to process for you. The terms of this Section 3 shall continue to apply so long as

- (i) Citcon is capable of providing the mobile payment processing meeting or exceeding the common industrial standards in its business;
- (ii) this Agreement is in full force and effect, and
- (iii) Citcon does not materially breach the contractual obligations between you and Citcon under this Agreement.

By executing this Agreement, you agree that during the term or any additional or renewed terms of this Agreement and at least two years after the termination of this Agreement per Section 46, you will not seek other payment service processors in direct or indirect competition with Citcon within the territory Citcon does business, as long as Citcon is capable of providing a service for processing the payment Credentials.

### 4. Payment Methods

You may only process payments when authorized to do so by your Customers. You are responsible for verifying the identity of your Customers, if required by applicable law, ensuring that Customers have authorized the

Transactions, determining their eligibility to purchase your products and services, and for using the Payment Service in accordance with this Agreement and applicable laws (as described further in Section 4). Citcon does not guarantee or assume any liability for Transactions not authorized, or authorized and completed that are later reversed or refunded (see Section 19) if such reversal or refund is not caused by acts or omissions of Citcon.

## 5. Prohibited Use of the Payment Services

You may not use the Payment Services for any Transaction that is prohibited by applicable laws and regulations in the designated jurisdictions. You represent and warrant that the goods or services sold to Customers shall not contain articles prohibited or restricted from being sold to Customers under applicable laws and regulations or the goods or services listed [www.citcon.com/legal](http://www.citcon.com/legal), which may be updated by Providers from time to time. You further represent and warrant that the goods or services sold to Customers do not infringe upon any third party's rights and interests, including, without limitation, intellectual property rights and other proprietary rights. As provided for in Section 53, we reserve the right to terminate your Merchant Account for any reason, including due to policy changes with respect to the types of goods or services sold to Customers using the Payment Services.

## 6. Fees

You agree to pay the applicable fees listed on our Schedule A ("Fees"). We reserve the right to change our Fees upon thirty (30) days' advance notice by making a change to the Fees. By continuing to use the Payment Services, you agree to any such changes. Fees charges, and payments collected or paid through the Payment Services are denominated in the currency agreed upon in the Schedule A. All Fees are charged at the time we process a Transaction. Fees paid to us are not refundable or revocable.

## 7. Errors

If we determine that we made an error in connection with a Transaction through the Payment Services, we will address it by either crediting your Merchant Account or debiting your Linked Account (as defined in Section **Error! Reference source not found.**) for the difference. We will only correct Transactions that you process incorrectly if you promptly notify us of such an error. You waive any rights to amounts owed if you fail to notify us of such an error within sixty (60) days of when it first appeared on your electronic

Transaction history.

## 8. Taxes

It is your responsibility to (i) pay any applicable taxes, in addition to Fees listed in our Schedule A; and (ii) determine what, if any, taxes apply to your sale of your goods and services in connection with your use of Payment Services, as well as the payments you receive for such sales. You are responsible for assessing, collecting, reporting, or remitting, as appropriate, the correct taxes to the proper tax authority. We are not obligated to, nor will we, determine whether or what taxes apply. We are also not obligated to, and will not, calculate, collect, report, or remit any taxes to any tax authority arising from any Transaction. Nevertheless, you acknowledge that we may be required make certain reports to tax authorities regarding Transactions, as well as regarding Merchants.

## 9. Chargebacks

### 9.1 Chargebacks

A Chargeback is typically caused when a customer disputes a charge that appears on its bills. A Chargeback may result in the reversal of a Transaction which you are immediately liable for the amount of the Transaction.

You can be assessed Chargebacks for

- (i) customer disputes;
- (ii) unauthorized or improperly authorized transactions;
- (iii) transactions that do not comply with Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or
- (iv) any reversals for any reason by the Card Network, us or the acquiring or issuing banks.

When a Chargeback is issued, you are immediately liable to Citcon for the full amount of the Transaction related to the Chargeback plus any associated fees, fines, expenses or penalties (including those assessed by the Card Networks us, the acquiring or issuing banks). You agree that we may recover these amounts by debiting your Bank Account, debiting the Reserve Account, or setting off any amounts owed to you by us.

If we are unable to recover funds related to a Chargeback for which you are liable, you agree to pay us the full amount of the Chargeback immediately upon demand. Where such amounts are not immediately paid to us, you agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid Chargebacks unpaid by you.

If we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur.

Chargebacks may not be applicable to one or more Providers. In addition, you may also be liable for all claims that a Provider, in its sole and absolute discretion, finds in favor of the Customer under its Purchase Protection program for the goods or services sold, or under its Operating Rules and Regulations (as described on [www.citcon.com/legal](http://www.citcon.com/legal)), if applicable.

## 9.2 Contesting your Chargebacks

Either you or we may elect to contest Chargebacks assessed against you. We may provide you with assistance including notifications and support to help contest your Chargebacks, but we do not assume any liability for our role or assistance in contesting Chargebacks.

You agree to provide us with the necessary information, in a timely manner and at your expense, to investigate or help resolve any Chargeback. You also grant us permission to share records or other information required with financial institutions and Card Networks to help resolve any disputes. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible Chargeback being assessed.

If the Chargeback is not resolved in your favor, we may recover the Chargeback amount and any associated fees from you. We reserve the right, upon notice to you, to charge a fee for mediating or investigating Chargeback disputes.

## 9.3 Excessive Chargebacks

At any time, the Networks, or our payment processors may determine that you are incurring excessive Chargebacks. Networks typically consider Chargeback volume approaching 1% of your total processing volume

to be excessive, although the level at which you are considered to have excessive Chargebacks may be more or less than that. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in (a) additional controls and restrictions put on your use of Citcon Payments, including without limitation, (i) changes to the terms of your Reserve Account, (ii) increases to your applicable Fees, or (iii) delays in your Payout Schedule; or (b) possible suspension or termination of your Merchant Account and access to our Services. The Card Networks or Providers may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

---

## **II. Payment Account Setup**

### 10. Merchant Account

To use the Payment Services, you will first have to register for a Merchant Account (“Merchant Account”). By registering a Merchant Account, you confirm that you are a merchant who is a business entity authorized to conduct business as permitted by applicable laws. You must use your business’ true and accurate name when registering for the Merchant Account. This name will appear in your account history for all payments you accept from your Customers using the Payment Services. The Merchant Account may be maintained by Citcon or our License Partners.

When you register, we will collect basic information including your company name, location, tax identification number, and phone number. We may also collect basic information about any majority owners of the Merchant including their names, home addresses, date of birth, social insurance number (optional) and driver’s license numbers, if applicable.

When you register, you also must provide information about an owner or principal of the business authorized to act on behalf of the business, and to bind the business to this Agreement (“Authorized Representative”). When the Authorized Representative executes this Agreement, the Authorized Representative is accepting the terms and conditions of this Agreement on behalf of your business.

When you register, you also will be required to provide an email address and password for your Merchant Account. You may not register if we have already rejected an account registration for your business. If you believe that we have rejected your account application in error, please contact us.

### 11. Linked Account

We will settle Proceeds via electronic funds transfer to a bank account (“Linked Account”) you provide when registering your Merchant Account.

Your Linked Account(s) must be located at a bank branch or financial institute within the designated territory, or in a country authorized by Citcon, and held in the name of your business.

You are responsible for the accuracy and correctness of information provided regarding your Linked Account(s), including inputting the correct information as part of registering or updating your Linked Account(s). The actual timing of the settlement of funds to your Linked Account will be subject to the Payout Schedule (as defined in



Section 17).

## 12. Identity Verification and Audit

Per applicable laws and regulations, we will review the information you submit including your business identity, status, the owners, principals and Authorized Representatives, in connection with your request for the Payment Services. We, or through our partners, affiliates, representatives, or a third party, for as long as this Agreement is in full force and effect, may periodically request additional information from you, or obtain additional information about you, the owners, principals and Authorized Representatives of your business, including from business references, background checks, financial institutions and credit reporting agencies, for the limited purposes of investigating and verifying your credit and financial information, verifying the identity and creditworthiness of your owners and principals, and determining whether you continue to be eligible for Merchant Account the Payment Services, as permitted and required by the applicable laws and regulations in the designated territory(ies). For example, Citcon may ask you to present invoices from your suppliers, a business license, or other information. If you refuse any of these requests, your Merchant Account may be suspended or terminated. As part of this verification and auditing process, you acknowledge that information including social insurance numbers (if provided) and dates of birth may be used for credit matching and identity verification. We may use, collect, obtain, or exchange information with a third party such as financial institutions and Providers for the limited purpose of verification and audit, as permitted by laws and regulations, in order to provide you with the requested Payment Services, and for security measures in relation to your Merchant Account, or as otherwise permitted by law.

By requesting Payment Services, you consent to the collection, use, or disclosure of information by us in accordance with our Privacy Policy listed on [www.citcon.com/legal](http://www.citcon.com/legal) to administer and service of your Merchant Account and to enforce this Agreement. If you provide us with personal information relating to an owner, principal or Authorized Representative, you represent and warrant to us that you have obtained their consent to provide their personal information for these purposes.

Citcon represents and warrants that it fully complies with all applicable local, national and international laws pertaining to data privacy and hereby indemnifies Merchant, including its subsidiary and affiliates for any actual or alleged violations of any data privacy laws within the designated territory, in connection with the subject matter of this Agreement.

Personal information will be maintained in electronic files, and will be accessible only by our authorized employees and agents. You acknowledge that in order to provide the Payment Services. Personal information may

also be subject to applicable foreign laws and regulations including lawful requirements to disclose personal information to governmental authorities under certain circumstances. For more information about Citcon's personal information handling practices, including our use of service providers, or to request access to or correction of personal information, please review our Privacy Policy or contact our Privacy Officer at [support@citcon.com](mailto:support@citcon.com).

### 13. Reserve Account

In certain circumstances, we may determine that a Reserve Account is necessary to provide the Payment Services to you. When necessary, we may, in our sole discretion, set the terms of your Reserve Account and notify you of such terms, which may require that a certain amount (including the full amount) of the funds received for your transaction is held for a period of time or that additional amounts are held in a Reserve Account. We may, in our sole discretion, elect to change the terms of the Reserve Account at any time for any reason based on your payment processing history or as requested by our payment processors.

### 14. Security Interest

You grant us a lien and security interest in the Reserve Account, all Transactions (including future Transactions), any rights to receive credits or payments under this Agreement, and all deposits and other property of yours maintained by us on your behalf. You will execute, deliver, and pay the fees for any documents we request to create, perfect, maintain and enforce this security interest, even if such request is made after you have established a negative balance with us.

---

### **III. Use of Your Merchant Account for Payment Services**

#### 15. Access to Proceeds

We will settle Proceeds to your Linked Account, subject to the Payout Schedule (defined in Section 17). If we are not able to debit or credit your Linked Account as may be required pursuant to this Agreement, your Linked Account may be de-linked from your Merchant Account and we may suspend your access to the Payment Services until such time as you are able to establish, subject to our verification and approval, a new Linked Account.

#### 16. Setoff Rights

You grant us a security interest in, as well as a right of setoff against, your Merchant Account. You further assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under this Agreement, all of your right, title, and interest in the Merchant Account. You authorize us, without any prior notice to you, to collect, charge, and/or setoff the indebtedness against any such accounts and other obligations. We retain the option to administratively freeze or direct any third-party bank holding funds associated with your Merchant Account to freeze any such accounts so that we are able to protect our security interest and related rights are provided for in this section. Such authorization is valid without prior notice to you, and regardless of whether we make any demand to you under this Agreement or the obligation is contingent, matured or unmatured, to the extent permitted by applicable laws.

#### 17. Payout Schedule

The “Payout Schedule” is specified in the Schedule A. The Payout Schedule below describes the time it takes for us to initiate the settlement of funds to your Linked Account in the amount of the Proceeds from Transactions processed through the Payment Services. We will initiate settlements of Proceeds to your Linked Account in accordance with the Payout Schedule. Settling of Proceeds may be delayed until your Linked Account is verified; and if we are unable to verify a Linked Account, we may not be able to provide the Payment Services to you. We are not responsible for any action taken by Providers or the financial institution holding your Linked Account that may result in some or all of the Proceeds not being credited to your Linked Account or not being made available

to you. With respect to the Payment Services, we reserve the right to change the Payout Schedule, suspend payouts to your Linked Account, or initiate a Reversal without a notice, should we determine such an action is necessary for reasons of pending disputes, excessive Chargebacks or Refunds, or other suspicious activities related to your use of our services, or if required by applicable laws or court orders.

#### 18. Availability of Proceeds

If we or the Providers need to conduct an investigation or resolve any pending dispute related to your use of the Payment Services, we may defer payout or restrict access to your Proceeds. We may also do so if requested by any governmental entity, or if we believe it is necessary to comply with applicable laws or court orders.

#### 19. Refunds and Returns

By accepting Credentials through the Payment Services, you agree to process returns of, and provide to us, refunds and adjustments for your goods or services (“Refunds”) in accordance with this Agreement and the Operating Rules. If a Refund is required by your refund policy and you notify Customer that you will make a Refund, we will provide the Refund to Providers and you will provide us with funds equivalent to the amount of the Refund in a timely manner. You authorize us to deduct the amount of the Refund from the Proceeds for purposes of compensating us for the Refund. If your Proceeds are not sufficient to compensate us for the Refund, you authorize us or the Licensed Partner to deduct the amount of the Refund from future Proceeds until we have satisfied the amount of the Refund. We will only accept Refund instructions if received within 90 days from the date of a Transaction, except for air travel products (for example, air ticket) if both you and us agree, where a refunding period of 365 days is applicable. We have no obligation to, and will not accept any returns of any of your goods or services from your Customers on your behalf.

#### 20. Transaction History

The records of Transactions that are processed using the Payment Services (“Transaction History”) will be updated in your Merchant Account.

Transaction History for the previous twelve (12) months will be available to you in your Merchant Account. Notwithstanding that we will provide Transaction History in your Merchant Account, you are responsible for

retaining records of all Transactions and other data associated with your Merchant Account, and the accuracy of such records, as may be required for your business by applicable laws. We have no obligation to maintain the Transaction History in your Merchant Account for a prolonged time and may change the duration of the Transaction History from your Merchant Account at any time.

## 21. Pooled Accounts

Before we settle Proceeds to your Linked Account, funds to be settled may be co-mingled and held with other Merchants' funds in one or more pooled accounts maintained by us at one or more banks, on your behalf and for the benefit of you and other Merchants ("Pooled Account"). We have the sole discretion over the establishment and maintenance of such a Pooled Account. You will not receive interest or any other earnings on any funds that we handle for you, including the funds held in a Pooled Account. We will not voluntarily make funds held in a Pooled Account available to our creditors in the event of bankruptcy or for any other purpose except as specified in this Section 21. As a consideration for using the Payment Services, we take all rights and legal ownerships to any interests and/or other earnings generated or attributable to our holding of funds in such a Pooled Account.

## 22. Dormant Merchant Accounts

If you do not process payments through your Merchant Account for an extended period of time of six (6) months or do not have a verified Linked Account, your Merchant Account may be deemed dormant. In the event a dormant Merchant Account, we will provide you with notice and instructions for how to obtain remaining funds, if any. The remaining funds may be deemed unclaimed or abandoned after a certain period of time under applicable laws.

## 23. Your License to Use the Payment Services

Subject to the terms and conditions of this Agreement, we hereby grant to you a personal, limited, non-exclusive, revocable and non-transferable license, without the right to sublicense, to electronically access and use the Payment Services and any Additional Materials (as defined hereinunder), within the designated territories, in accordance with this Agreement and any documentation or other policies or instructions made available to you by us, as necessary to (a) use of the Payment Services, and (b) accept and receive payments through the Payment

Services. The “Additional Materials” mean documentations, images, support pages, any APIs, and any updates thereto, provided to you hereunder by us. If any such updates are subject to new or additional terms, we may update this Agreement (in accordance with Section 49 below) or otherwise provide notice to you of such new or additional terms. We may revoke this license at any time if you access or use the Payment Services or any Additional Materials for purposes other than as expressly permitted by this Agreement. This license shall not convey any ownerships, IP rights (Intellectual Property rights), or any other property rights to you and we reserve all rights not expressly granted to you in this Agreement. The Payment Services and the Additional Materials may be protected by trademark, copyright, trade secret, and other intellectual property laws. We own all interests, titles, and other IP Rights (as defined in this Section 23) in the Payment Services and the Additional Materials, and all copies thereof.

Except as otherwise expressly permitted by this Agreement, you will not permit or enable any third party to:

- (i) use the Payment Services or any Additional Materials for any purpose or in any manner other than as expressly permitted in this Agreement;
- (ii) rent, sell, lease, lend, convey, redistribute, sublicense or otherwise provide any third party with use of the Payment Services or Additional Materials without a prior consent from us;
- (iii) modify, decompile, reverse engineer, alter, tamper with or create derivative works of any Payment Services or Additional Materials;
- (iv) use the Payment Services or Additional Materials in a manner that infringes or violates any third-party rights or any applicable laws; or
- (v) access legacy or internal application programming interfaces or data feeds that are not available or intended by us to be available.
- (vi) Upon any termination of this Agreement, you will promptly cease accessing and using the Payment Services and the Additional Materials, and delete any copies of the Additional Materials in your custody or control.

For the purposes of this Agreement, “IP Rights” means all patent rights; copyrights, including rights in any derivative works; moral rights; rights of publicity; trademark, trade dress, and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or hereafter come into existence, including all applications and registrations, renewals, and extensions thereof, under the laws of any country, territory, or jurisdiction.

## 24. Receipts

If such payment Credentials are enabled for you, for any Card Transaction where your Customer is present and the Transaction is greater than a certain amount as defined by the Card Provider, you will request that your Customer personally sign for such Transactions. For any Transaction greater than a certain amount as defined by the Card Provider, you will also make a receipt available to your Customers unless the Customer declines such a written receipt.

## 25. Customer Service

You are solely responsible for customer service relating to the goods or services you sell to Customers. In performing customer service, you will always hold out yourself as a separate entity from us. As between you and us, we are only responsible for customer service issues related to your Merchant Account.

#### IV. Warranties and Representations

##### 26. Your Warranties and Representations

With each Transaction you process through the Payment Services, you represent, warrant and covenant to us that:

- (a) you are a business engaged in the sale of products or services that are not otherwise prohibited pursuant to this Agreement;
- (b) if you are a sole proprietor, you are at least 18 years of age;
- (c) you are eligible to register your Merchant Account, use the Payment Services, and have the right, power, and authority to enter into and perform under this Agreement on behalf of the Merchant;
- (d) the information you provide to us as part of your registration is current, accurate, and complete;
- (e) any Transaction submitted by you is a bona fide Transaction for permitted products or services;
- (f) any Transaction submitted by you will accurately describe the products or services sold and/or delivered to a Customer;
- (g) you will not engage in any unfair, deceptive, or abusive acts or practices when utilizing the Payment Services;
- (h) you will fulfill all your obligations to each Customer for which you submit a Transaction and will resolve any consumer dispute or complaint directly with the Customer;
- (i) you and all Transactions initiated by you will comply with all laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations;
- (j) no Transaction submitted by you through the Payment Services will represent a sale to any principal, partner, proprietor, or owner of your entity, with the exception of Transactions in the ordinary course of business; and
- (k) you will not use the Payment Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner interfering with the normal operation of the Payment Services.



## 27. Citcon's Warranties and Representations

Citcon represents and warrants to the other party that:

- (a) Citcon is duly organized and validly existing under the laws of the country, state, and/or province of its formation, and has the full power and authority to conduct businesses as well as to execute this Agreement and perform its obligations thereunder;
- (b) it has the power and authority to enter into this Agreement and the execution of this Agreement is not in violation of any applicable laws to the best of its knowledge;
- (c) it will perform all services in a professional and workmanlike manner and in accordance with prevailing industry standards;
- (d) it will (and it will procure that its affiliates will) obtain, hold and maintain all filings, licenses, permits and consents as may be required pursuant to any applicable laws in order for it to conduct its business and perform its obligations under this Agreement;
- (e) it will not engage in any unfair, deceptive, or abusive acts or practices when providing the Payment Services; and
- (f) it will not knowingly provide the Payment Services for any fraudulent or illegal undertaking, or in any manner interfering with the normal operation of the Payment Service; and
- (g) the Payment Services and Additional Materials do not infringe or misappropriate any patents, copyrights, trademarks, trade secrets or other similar IP Rights of any third party.

In addition, Citcon represents, covenants, and warrants that the Payment Services do not violate any applicable laws including (without limitation) any laws in regards to anti-corruption, anti-bribery and anti-money laundering (any such violation being a material breach of this Agreement); and shall promptly notify you in writing in the event of any actual or alleged violation of such laws.

## V. **Liability; Disclaimer of Warranties; Limitations on Liability**

### 28. Your Liability

Refunds, reversals, claims, fines, fees, penalties and other liability arising out of or related to your use of the Payment Services and your breach of this Agreement are your sole responsibility including but not limited to fines and fees from government agencies, regulatory bodies, financial institutions, or card network associations. You are also responsible for the use of lost or stolen Credentials to purchase products or services from your business if such the lost or stolen Credentials are caused by your acts or omissions. You are responsible for selecting and implementing security controls that are consistent with the nature, size, and scope of your business. You agree to reimburse any impacted party for any and all such liability that may arise due to the loss or theft of Credentials, whether such reimbursement is due to a Customer, us, Providers, or an impacted third party.

In addition, you agree to reimburse us for any liability incurred due to your fulfillment obligations to Customers, including delivery of goods or services.

### 29. Indemnification

Each Party (the “Indemnifying Party”) agrees to indemnify and hold harmless the other Party (the “Indemnified Party”) and its affiliates, officers, directors, employees, and agents from and against any claim, suit, demand, loss, liability, damage, action or proceeding (including costs, expenses, and reasonable attorneys’ fees) from a third party (collectively, “Loss”) arising out of or related to: (i) Indemnifying Party’s noncompliance with the Security Standards and Provider rules, or a breach of this Agreement or (ii) a Data Compromise Event (as defined in this Section 29) caused by the Indemnifying Party’s acts or omissions; (iii) Indemnifying Party’s gross negligence or willful misconduct in association with the Payment Service; (iv) Indemnifying Party’s infringement of a third party’s IP rights in association with the goods or service or the Payment Services; (iv) Indemnifying Party’s violation of applicable laws and regulations in the designated territory. This indemnification does not apply to a claim or complaint to the extent the Indemnified Party is comparatively at fault due to its own gross negligence, willful misconduct or breach of this Agreement. “Data Compromise Event” means an occurrence that results, or may have resulted, directly or indirectly, in the unauthorized access to, acquisition, or disclosure of Payment Data in the possession or control of Indemnifying Party or its subcontractors, agents or service Providers. The obligation to indemnify in the case of a Data Compromise Event shall include all (i) reasonable costs directly

associated with notifications that are legally required to be sent to individuals affected by such Data Compromise Event including call-center, website or similar notification-related support therefor, (ii) fines, assessments, penalties, costs, liabilities, or other obligations imposed by a governmental authority or Providers as a result of such Data Compromise Event, and (iii) costs associated with providing monitoring for individuals impacted by the Data Compromise Event, as required by an applicable governmental authority.

### 30. No Warranties

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PAYMENT SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE PAYMENT SERVICES, OR FROM US OR THE PROCESSORS, SUPPLIERS OR LICENSORS OF CITCON OR PROVIDERS, WILL CREATE ANY WARRANTY FROM ANY OF THESE DISCLAIMING ENTITIES TO YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER CITCON, ITS LICENSE PARTNER, NOR PROVIDERS HAVE ANY CONTROL OVER THE GOODS OR SERVICES THAT ARE PAID FOR WITH THE PAYMENT SERVICES, AND NEITHER CITCON, ITS LICENSE PARTNER, NOR PROVIDERS CAN ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR ARE AUTHORIZED TO DO SO.

ADDITIONALLY, THE PAYMENT SERVICES MAY BE OPERATED FROM FACILITIES LOCATED IN A DIFFERENT COUNTRY THAN THE DESIGNATED TERRITORY(IES). WE MAKE NO REPRESENTATIONS OR GUARANTY THAT THE PAYMENT SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE AT ANY TIME AND IN ALL LOCATIONS. THOSE WHO ACCESS OR USE THE PAYMENT SERVICES DO SO AT THEIR OWN RISKS OF VIOLATION OF LOCAL RULES, REGULATIONS, OR LAWS IN THEIR PERSPECTIVE JURISDICTIONS AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LOCAL LAWS AND REGULATIONS, INCLUDING BUT NOT LIMITED TO EXPORT AND IMPORT REGULATIONS. THE PAYMENT SERVICES SHALL NOT BE USED BY ANY PERSONS OR ENTITIES (A) IN A COUNTRY EMBARGOED BY THE UNITED STATES, CANADA, THE UNITED KINGDOM, OR THE EUROPEAN UNION, OR (B) BLOCKED OR DENIED BY THE UNITED STATES GOVERNMENT, OR BY THE COUNTRIES IN THE DESIGNATED TERRITORY(IES).

### 31. Limitation of Liability and Damages

EXCEPT IN THE CASE OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD, ANY AMOUNTS TO BE PAID PURSUANT TO THE INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY HEREUNDER (COLLECTIVELY, THE “EXCLUDED LIABILITY CATEGORIES”) AND SUBJECT TO BELOW, IN NO EVENT SHALL WE OR OUR RESPECTIVE AFFILIATES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF ANY INFORMATION OR ADDITIONAL MATERIALS, INCLUDING UNAUTHORIZED ACCESS BY THIRD PARTIES OF ANY INFORMATION OR ADDITIONAL MATERIALS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM CAUSES OUTSIDE OUR CONTROL. EXCEPT IN THE CASE OF THE EXCLUDED LIABILITY CATEGORIES, OUR MAXIMUM LIABILITY ARISING FROM THE SUBJECT MATTER OF THIS AGREEMENT FOR ANY CLAIM OF ANY KIND IN THE AGGREGATE SHALL BE NO MORE THAN THE AMOUNT OF FEES RECEIVED BY US PURSUANT TO THIS AGREEMENT FOR THE IMMEDIATELY PRECEDING 12 MONTHS REGARDLESS OF FORM OF ACTION OR LEGAL THEORY.

## **VI. Compliance with Applicable Law and Operating Rules**

### 32. Restricted Use

You will not act as a payment processor or otherwise resell the Payment Services to any third party. You shall only use the Payment Services for your own account, and you shall not use the Payment Services for any third party.

### 33. Unauthorized or Illegal Use

You will only accept Credentials for Transactions permitted by applicable laws. We reserve the right to not authorize or settle any Transaction if we reasonably believe it is in violation of applicable laws, regulations, or rules, or that it may harm you, your Customers, other Merchants, Providers, or us. If we suspect that your Merchant Account has been used for an unauthorized, illegal, or criminal purpose, including a purpose explicitly barred by this Agreement, you give us express authorization to share information about you, your Merchant Account, and any of your Transactions, at our sole discretion, with law enforcement and our financial institution partners and Providers for a limited investigative purpose.

### 34. Operating Rules

By using the Payment Services, you agree to comply with all applicable bylaws, rules, and regulations set forth and amended from time to time by Providers (“Operating Rules”). Operating Rules can be found on [www.citcon.com/legal](http://www.citcon.com/legal). We may change this Agreement in connection with amendments to the Operating Rules. In the event of inconsistency between the Operating Rules and this Agreement, and except as otherwise agreed by Providers, the Operating Rules shall apply.

### 35. Card Network Rules

The Card Networks have established guidelines, bylaws, rules, and regulations (“Network Rules”). You agree to comply with all applicable Network Rules that are applicable to you. You can review portions of the Network Rules by contacting the Providers. The Card Networks may amend the Network Rules from time to time. We

reserve the right to amend the Agreement at any time as necessary to comply with Network Rules.

### 36. Logos and Marks

The Providers' logos shall be displayed in parity with, and identified as prominently as, all other forms of payment supported by the Merchant. The Providers' logos shall be used only for the purpose of indicating acceptance of the Providers by the Merchant as a form of payment, unless otherwise authorized by the Provider. Merchant shall present a truthful description of the Payment Services.

### 37. Intellectual Property

You acknowledge that Providers own all right, title, and interest in and to the service offered by Providers, including the right to all IP (Intellectual Property) thereto. Providers may permit us to use their IP for the limited purpose of providing the Payment Services, consistent with the Acquirer Agreement.

### 38. Data Privacy

Each Party agrees to protect information about identifiable individuals that it may collect or otherwise have access to in connection with (i) in the case of Merchant, any Payment Credential identifier (such as an account number) you accept for a Transaction or (ii) in the case of us, performance of the Payment Services (in each case, "Personal Information"), and agrees to only use such Personal Information for the purpose of fulfilling your obligations under this Agreement and for other purposes permitted by laws. "Personal Information" includes any information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, collected by either you or us during the operation, management or administration of the Payment Services. Each Party agrees to comply with all applicable laws and rules in connection with its collection, security and dissemination of any Personal Information, financial, card, or Transaction information. Each Party shall take all commercially reasonable steps to ensure that such Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and shall promptly notify the other Party of any loss of, or any unauthorized disclosure of or access to, such Personal Information. Each Party is permitted to retain records of Payments for purposes of complying with applicable laws and internal compliance requirements. Each Party is fully responsible

for the security of data in its possession, including, in the case of Merchant, on your site, mobile app or POS.

### 39. Your Data Security Obligations

You are fully responsible for the security of data on your site, through your app, or otherwise in your possession. You agree to comply with all applicable laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or Transaction information (defined as “Payment Data”) on your site or through your app. You are solely responsible for compliance with any laws, regulations, or rules applicable to your business.

You agree to use any procedures necessary in order to protect consumer privacy and consumer information, and shall use Personal Information only for the purpose of fulfilling your obligations under this Agreement. You shall take all commercially reasonable steps to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and shall promptly notify the other Party any loss of, or any unauthorized disclosure of or access to, the Personal Information. You may retain records of Payment for complying with applicable laws and internal compliance requirements.

### 40. Card Network Data Security Standard:

You specifically agree that at all times you will be compliant with the Payment Card Industry Data Security Standards (PCI•DSS) and the Payment Application Data Security Standards (PA•DSS), as applicable. The steps you will need to take to comply with PCI•DSS and PA•DSS when using our Services will vary based on your implementation. If we believe it is necessary based on your implementation and request it of you, you will promptly provide us with documentation evidencing your compliance with PCI DSS and/or PA DSS if requested by us. You also agree that you will use only PCI compliant service providers in connection with the storage, or transmission of Payment Data defined as a cardholder’s account number, expiration date, and CVV2. You must not store CVV2 data at any time. Information on the PCI DSS can be found on the PCI Council’s website. It is your responsibility to comply with these standards.

### 41. Confidential Information

Each Party acknowledges that Confidential Information is valuable to the parties and agrees to treat as confidential

all Confidential Information received from or belonging to the other party in connection with this Agreement. Neither Party shall disclose such information except to perform its obligations under this Agreement or as required by applicable laws, and in the event such disclosure is required by laws, the receiving Party shall give the other Party prior notice of such disclosure, except to the extent such notice is prohibited under applicable laws (and in such event shall provide notice as soon as permissible thereafter). Upon termination of this Agreement and the disclosing Party's written request, the other party shall promptly return or destroy all tangible material embodying Confidential Information. "Confidential Information" means all nonpublic, proprietary or other confidential information, whether in oral, written or other form, including: the content and performance of this Agreement, business plans, capitalization tables, budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, employee, supplier, shareholder, partner or investor lists, technology, know-how, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, and source code, object code, graphical design, user interfaces and other intellectual property, including that of any supplier or other third party (including the interface technologies, security protocol and certificate to any other website or enterprise provided by Providers). Customer information shall be deemed Confidential Information of both Parties; provided that any information related to Customers' dynamic account token, which is in possession of us, shall be deemed our Confidential Information and Transaction details (date, amount and nature of purchase) shall be deemed your Confidential Information without detracting from the foregoing, Merchant hereby licenses to us the right to use, disclose and exploit Transaction details on an aggregated, anonymized basis that does not identify Customers or Merchant and that does not indicate or allow for the association of the Transaction details with Merchant.



## VII. Other Terms

### 42. Publicity

Neither party may issue any press release or make any public announcement pertaining to this Agreement without the prior written consent of the other party unless required by applicable law. However, the preceding limitation shall not be interpreted to prevent us or Providers from making statements about their respective aggregate business or about the Payment Services in general, without the use of Merchant's name or trademarks without Merchant's consent, in or outside of the designated territory.

### 43. Force Majeure

Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, a Force Majeure Event, provided that a written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party immediately after the start of such Force Majeure Event. However, a Force Majeure Event will not excuse a party's failure to make any payment pursuant to the Payment Services. A "Force Majeure Event" means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of the affected party including, without limitation to, acts of God, terrorism, pandemic, natural catastrophe, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier's network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in Merchant's systems, unexpectedly large increases in traffic volume as a direct result of any orders of a governmental authority, and governmental authority intervention that results in the seizure or confiscation of the affected party's systems, in each case to the extent such event(s) are beyond the control of the affected party and only for as long as such event(s) persist. The affected party shall use its best efforts to resume its performance under this Agreement and minimize further delays once the Force Majeure Event is passed.

### 44. Parties

This Agreement binds you and your respective representatives, and permitted and approved successors, including those by merger and acquisition, or any permitted assigns.

#### 45. Change of Business

If you intend to make any change to your business, such as a change in the goods or services you offer or your trade name, you agree to notify us 30 days prior to any such change. In the event of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, you agree to promptly notify us. If there is adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of twenty-five (25) percent or more of your total assets or any change in the control or ownership of you or your parent entity, you agree to notify us. You will also notify us of any judgment, writ or warrant of attachment or execution, or levy against twenty- five (25) percent or more of your total assets not later than three (3) days after you obtain knowledge of it.

#### 46. Choice of Law; Jurisdiction and Venue

This Agreement is governed by the laws of the State of California without regard to its choice of law provisions. The exclusive venue for any actions or claims arising under or related to this Agreement will be the state or federal courts located in Santa Clara County, California. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

#### 47. Headings

Headings are included in this Agreement for convenience only, and will not be considered in interpreting this Agreement. References to the singular shall include the plural and vice versa.

#### 48. Waiver

No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The

failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our delay or failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term.

#### 49. Amendment

We have the right to change or add to the terms of this Agreement and related schedules at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Payment Services or software with or without an advance notice that we in our sole discretion deem to be reasonable in the circumstances. Any continued use of the Payment Services or software after our publication of any such changes will constitute your acceptance of this Agreement as modified.

By signing this Agreement, the Merchant also acknowledges and agrees that new additional payment Credentials shall be added without the modification or amendment of this Agreement and the Merchant shall comply with all the terms and conditions and the operating rules, which can be found at [www.citcon.com/legal](http://www.citcon.com/legal), provided by the payment providers.

#### 50. Assignment

This Agreement, the amendment(s) of it, and any rights or licenses granted hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction upon notice to you or where substantially all of Citcon's assets are sold. Any attempt by you to assign this Agreement, or any rights or licenses granted herein, without Citcon's express written consent will be null and void.

#### 51. Severability

In case any one or more of the sections contained in this Agreement shall for any reason be held to be invalid,

illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

## VIII. Terms and Termination of Payment Services

### 52. Term

This Agreement is effective upon the date of execution of the Agreement, either by signing it or agreeing to it by electronically indicating acceptance, and continues so long as you use the Payment Services or until terminated by you or us.

### 53. Termination of Payment Services

We may terminate this Agreement at any time for any reason. You may terminate this Agreement at any time by providing us with a thirty (30) days' prior written notice. Any termination of this Agreement by us or you does not relieve you of obligations to pay Fees or any other amount you may owe us under this Agreement, including but not limited to the Set-up fee, Refunds or any other type of Chargebacks.

Furthermore, we may, upon an up to ten (10) day advance notice unless such notice is prohibited by law or whenever is not applicable, terminate or temporarily suspend its provision of any of the Services to you if any of the following events occurs:

- (a) there is a change in governing laws, rules or regulation from Providers, including any change in interpretation of existing applicable laws, or Network rule or regulation, or we reasonably determine that your services or activities violate applicable laws, or Network rule or regulation and reasonably determine that no modification makes the continued performance of this Agreement under the then-current terms and conditions commercially practical by us can be agreed upon;
- (b) We are notified of an adverse regulatory action that impacts our obligations under this Agreement or that would disparage, dilute or tarnish our reputation taken by a jurisdiction in the designated territory;
- (c) We obtain evidence with a reasonable suspicion that one or more of your activities violates applicable laws (including with respect to the holding of licenses required to conduct such activities) or the Agreement, including without limitation, a violation of policies and procedures to prevent money laundering and/or terrorism financing.

- (d) We receive direction from any regulatory authority to cease or materially limit its performance of the obligations under this Agreement;
- (e) We have reason to believe that a fraud is being perpetrated or has actual evidence that a fraud is being planned against you or against us in connection with services that it provides to you; or
- (f) In an event of degradation or instability of our system(s) or an emergency and suspension of your access to the Services is necessary to minimize threats to and protect the operational stability and security of our systems.
- (g) Upon discovery of a circumstance which would lead to a suspension of the Payment Services, we shall notify You, whenever reasonably practical and if permitted by applicable laws, prior to such suspension by sending an email to the main contact provided to us during the enrollment of your Merchant Account for risk and fraud related matters detailing the circumstance in sufficient detail so you can remediate the circumstance, if possible. In the event we do not receive confirmation of remediation or an acceptable plan for remediation from you within 48 hours of such notice, we may suspend services. The scope and duration of the suspension of the Services shall be reasonable in view of the events giving rise to the suspension. We shall review on a periodic basis whether the continuation of a suspension is warranted. If advance notice is not practicable, we shall notify you as soon as possible after the suspension begins.

#### 54. Set-up Fee

The US\$500 Set-up fee per Merchant ID, or equivalent in your currency, is waived unless

- (i) we terminate this Agreement because you have obtained Payment Services from a third party in breach of Section 3 (Exclusivity), or
- (ii) Merchant chooses to terminate this Agreement with us within three (3) years from its effective date.

In the case of (i) or (ii) above, the Merchant agrees to pay the Set-up fee to us to cover reasonable set up expenses by us. Notwithstanding the foregoing, if Merchant chooses to terminate this Agreement within ninety (90) days of receiving notice from Citcon of a new or increased Fee pursuant to Section 5 (Fees), then the Set-up fee will not become payable by Merchant upon termination, even if termination occurs within three (3) years from the effective date of the Agreement.

#### 55. Payment Services Upon Closure of Your Merchant Account

Closure of your Merchant Account means that you can no longer accept any Transactions. Any funds that we are holding in custody for you at the time of closure, and any funds relating to a Transaction processed prior to account closure, less any applicable Fees including but not limited to Refunds will be paid out according to the Payout Schedule, subject to the other conditions in this Agreement. If an investigation is pending at the time you close your Merchant Account, we may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds, we will release those funds to you.

Upon termination and closing of your Merchant Account, we will immediately discontinue your access to the Payment Services. You agree to complete all pending Transactions, stop accepting new Transactions through the Payment Services and, where using the Payment Services, immediately remove all Provider logos from your site or in your app.

Termination does not relieve you of your obligations as defined in this Agreement and we may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement.

Upon termination, you agree to (i) immediately cease your use of the Payment Services, and (ii) discontinue use of any IP Rights licensed under this Agreement. In addition, upon termination you understand and agree that (iii) the license granted under this Agreement will end, (iv) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, (v) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Payment Services, or any termination or suspension of the Payment Services or deletion of your information or account data, and (vi) you are still liable to us for any Fees, Refunds, or other amounts incurred by you or through your use of Payment Services prior to termination.

## 56. Survival

The following sections will survive termination of this Agreement: 6 (Fees), 7 (Errors), 8 (Taxes), 14 (Identity Verification and Audit), 15 (Access to Proceeds), 17 (Payout Schedule), 18 (Availability of Proceeds), 20 (Transaction History), 22 (Dormant Merchant Accounts), 25 (Customer Service), 26 (Your Liability), 27 (Indemnification), 28 (Your liability), 29 (Limitation of Liability and Damages), 37 (Intellectual Property), 38 (Data Privacy), 39 (Your Data Security Obligations), 41 (Confidential Information), and 42 (Publicity).

## 57. Citcon and its Subsidiaries

Citcon mentioned hereunder this Agreement means a Citcon USA LLC, or a subsidiary that is legally formed and currently residing in a jurisdiction other than the US, which is controlled by, controlling, or under common control with Citcon USA LLC, and “Citcon” aforementioned in this Agreement means all of them, collectively. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through ownership of more than 50% of the interests in such entity, by contract, or otherwise.

Any Citcon company, whether currently in existence or formed at a later date, where ever it may exist from time to time, which is not a party to this Agreement, may enter into an agreement with local specific terms with you by agreeing in writing to accept the terms of this Agreement.

## 58. Merchant and Affiliates

Any Affiliate of Merchant may utilize the Payment Services pursuant to this Agreement, so long as the Affiliate is located in the designated territory(ies). Any Merchant Affiliate wishing to utilize the Payment Services in another territory may execute a separate amendment or schedule for that purpose with any additional terms that may be required to comply with the local laws. We are fully responsible for the performance of its obligations under this Agreement with respect to the provision of Payment Services to an Affiliate of Merchant. Merchant remains responsible for fees and obligations for all of its Affiliates in the designated territory under this Agreement and any amendment thereto. For purposes of this Agreement, “Affiliate” means any current or future worldwide entity that directly or indirectly is in control of, is controlled by, or is under common control with Merchant.

## 59. Language

It is the express wish of the parties that this Agreement and any directly or indirectly related documents be drawn up in English.



## 60. Notices

Any written legal notice to Citcon shall be sent via a nationally recognized overnight carrier, with return receipt requested, and such notice will be deemed received when actually received by Citcon.

Such notices will be addressed to Merchant's address provided by you on your application or the last address shown on Citcon's records, or to Citcon at:

Citcon USA, LLC

2001 Gateway Place, Suite 410W, San Jose CA 95110

Email: support@citcon-inc.com

or such other addresses as Citcon may designate in writing.

## 61. Identity Verification and Audit

To help fight the funding of terrorism and money laundering activities, applicable laws require all financial institutions and applicable non-financial enterprises and professions to obtain, verify, and record information that identifies each person who opens an account. This means we will ask for certain information and identifying documents to allow us to identify you. You and your representative(s) authorize us prior to our acceptance of your application and from time to time thereafter, to investigate the individual and business history and background of the Merchant, representative and officers, partners, proprietors, and/or owners of the Merchant, and to obtain other background investigation reports on each of them that we consider necessary to review the acceptance and continuation of your application.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

CITCON USA LLC

Merchant:

By : \_\_\_\_\_

By : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Title : \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

Date : \_\_\_\_\_