

MARKETING SERVICES AGREEMENT

This agreement (**Agreement**) is entered by and between:

Solvay Europe Ltd. incorporated and registered in Malta with company number C85658 whose registered office is at Corneline, Dun Karm Street, Birkirkara, BKR 9039, Malta (**Supplier**)

And

Company or person who has signed Commercial Sheet (as defined below) with the Supplier, and whose legal details are specified in such Commercial Sheet, and who agrees to receive the Services (**Customer**)

Each a "**Party**" and collectively the "**Parties**"

This Agreement sets out the details of the Services to be provided by the Supplier to the Customer, as detailed in this agreement.

1. Acknowledgment of the Agreement

1.1 By accepting the Agreement in electronic form as indicated in clause 1.2 and clause 1.3 hereof, the Customer acknowledges and agrees that the Services (as defined below) are provided subject to:

- i. the terms of this Agreement;
- ii. the Commercial Sheet referred to this Agreement;

iii. Further Guidance as defined in clause 0 hereof.

The Commercial Sheet and Further Guidance shall constitute an integral part of this Agreement.

1.2 The Agreement will be effective on the date when a Commercial Sheet (as defined in clause 0 hereof) has been signed (including, signing in the electronic form) by the authorized representatives of the Customer and the Supplier, subject to clause 1.3 hereof.

1.3 The Supplier may refuse to sign any particular Commercial Sheet (thus, he may refuse to conclude the Agreement) for any reason and with no obligation to specify it, which shall be notified to the potential Customer in electronic or written form (at the sole discretion of the Supplier).

1.4 The Customer will select the Services in the Commercial Sheet.

1.5 In the absence of contrary agreement, the Fee shall be paid to the Supplier in the same currency in which payment of the price under the relevant sale contract was made.

1.6 The Customer acknowledges that prior to signing of a Commercial Sheet it has access to, has read and by signing of the Commercial Sheet he agrees to be bound by the terms of this Agreement.

2. Interpretation

The following definitions and rules of interpretation apply in this Agreement.

2.1 Definitions

Affiliate: any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Applicable Laws: all applicable laws, statutes, regulations from time to time in force.

Business Day: a day when banks in Malta and Bulgaria are both open for business. For the avoidance of doubt, any day on which a bank is open for business in Malta but not in Bulgaria and not in Malta shall not be considered to be a Business Day for the purposes of this Agreement.

Card Issuer: a financial institution that issues payment cards under the authority of the relevant Payment Scheme.

Change Order: has the meaning given in clause 7.1.

Commencement Date: has the meaning given in clause 3.1.

Commercial Sheet: the document given that name that in particular details the Services to be provided by the Supplier to the particular Customer and the Fee.

Customer's System: any information technology system or systems, including tools, cabling or facilities owned or operated by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Services hereunder including any such items specified in Commercial Sheet.

Customer Materials: all documents, information, items and materials in any form, whether owned by the Customer or a third party, which are provided by the Customer to the Supplier in connection with the Services, including the items provided pursuant to clause 5.1.3.

Fee: the sums payable for the Services, as set out in Commercial Sheet.

Further Guidance: means any and all internal or external documents, guidance, policies and processes outlined or issued by the Supplier in relation to the Services.

IDs: means identifications, including Terminals IDs and Merchants IDs used for connecting to the services rendered by the Supplier;

Initial Period: a period of 12 (twelve) months commencing on the Commencement Date.

Intellectual Property Rights (IPRs): patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and

rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Gross Price: in relation to any Products, the price actually charged to the customer, including, but not limited to any VAT or other sales tax included in the price.

Payment Scheme: means in particular Visa and/or MasterCard (including any local scheme thereof) and banks, and also such other schemes governing the issue and use of credit, debit or any other payment cards or payment methods, including bank transfers, as approved and notified by the Supplier to the Customer or as provided on the Supplier Website from time to time.

Payment Scheme Rules: any and all applicable rules, regulations, standards and guidelines issued by any Payment Scheme and/or Card Issuer, as amended and restated from time to time.

Personal Data: means any information relating to an identified or identifiable individual and relates only to personal data, or any part of such personal data, in respect of which the Customer is the data controller and in relation to which the Supplier is providing Services under this Agreement.

Platform: a networked loyalty platform located at the Supplier Websites that connects merchants and users with regards to the users of the platform buying goods through instalment, where the platform connects merchants and operates a processing environment, allowing users to buy merchant goods.

Product: any goods, product or services offered for sale or rendering by the Customer or its Affiliates.

Renewal Period: each successive 12-month period after the Initial Period for which this Agreement is renewed.

Services: the services as set out in Commercial Sheet.

Supplier's Software: any software provided by the Supplier to enable the Services to be used directly or indirectly in the supply of the Services including any such items specified in the Commercial Sheet, and including the Platform.

Supplier Websites: www.vnoska.bg

Trade Marks: the registered trademarks and trade mark application, and all unregistered trademarks and logos, specified either in this Agreement and/or Customer Materials and/or otherwise communicated and/or notified by the Customer to the Supplier from time to time.

VAT: value added tax chargeable under any Applicable Laws.

2.2 Clause, Schedule, Commercial Sheet headings shall not affect the interpretation of this Agreement.

2.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.4 The Schedules and Commercial Sheet form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Commercial Sheet.

2.5 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

2.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

2.7 This Agreement shall be binding on, and inure to the benefit of, the Parties to this Agreement and their respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.

2.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2.9 A reference to **writing** or **written** includes fax and email.

2.10 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

2.11 A reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated from time to time.

2.12 References to clauses and Commercial Sheet are to the clauses and Commercial Sheet of this Agreement and references to paragraphs are to paragraphs of the relevant Commercial Sheet.

3. Commencement and duration

3.1 This Agreement shall commence as indicated in clause 1.2 (**Commencement Date**) and shall continue, unless terminated earlier in accordance with clause 12, for the Initial Period and shall automatically extend for a Renewal Period at the end of the Initial Period and at the end of each Renewal Period.

3.2 The Supplier shall provide the Services to the Customer in accordance with this Agreement, Applicable Laws and Payment Scheme Rules. In consideration of the provision of the Services by the Supplier, the Customer shall pay the Fee.

4. Supplier's responsibilities

4.1 The Supplier shall use reasonable endeavours to provide the Services in accordance with this Agreement in all material respects.

4.2 Time for performance by the Supplier shall not be of the essence of this Agreement.

4.3 The Supplier shall not be obliged to provide any Services unless and until the Supplier notifies (via email) the particular Customer that such particular Customer has been connected by the Supplier to the Platform.

4.4 The Supplier may cancel, suspend or modify one, some or all of the Services without any prior notice and with immediate effect if the Supplier or any Payment Scheme or any Card Issuer, in its opinion, considers it necessary and desirable to do so. The Supplier shall notify the Customer as soon as possible of any such cancellation, suspension or modification, if such notification of cancellation, suspension or modification is allowed under the Applicable Laws.

5. Customer's obligations

5.1 The Customer shall:

5.1.1 co-operate with the Supplier in all matters relating to the Services;

- 5.1.2 upon the Supplier's request provide, for the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier including any such access as is specified in the Commercial Sheet;
- 5.1.3 provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) required under the Commercial Sheet or otherwise reasonably required by the Supplier in connection with the Services (including any information required to satisfy the reporting or other obligations of the Customer under this Agreement, any Payment Scheme Rules and/or Applicable Laws), and ensure that they are accurate and complete. The Customer shall immediately notify the Supplier of any material change in such information, documents, items and/or materials, as well as any material change in the financial position of the Customer for the duration of this Agreement. The Supplier may retain such information, documents, items and/or materials as long as it may be required under the Applicable Laws or as per the contractual obligations of the Supplier. Subject to the Applicable Laws, the Supplier may use, collect and share information, documents, items and/or materials provided by the Customer with the Supplier's Affiliates, subcontractors, Card Issuers, Payment Schemes, reference agencies, fraud prevention agencies and enforcement authorities to the extent the Supplier may reasonably consider necessary or appropriate for the provision of the Services and/or compliance with this Agreement, Applicable Laws, Payment Scheme Rules and Further Guidance. The Supplier shall not be liable to the Customer for any inaccuracy in the information provided to any third party pursuant to this sub-clause, provided that the Supplier acted in good faith;
- 5.1.4 ensure that all the Customer's System is in good working order and suitable for the purposes for which it is used in relation to the Services;
- 5.1.5 obtain and maintain for the duration of this Agreement all necessary licences and consents and comply with all Applicable Laws as required to enable the Supplier to provide the Services, including in relation to the use of all Customer Materials and the use of the Customer's System, in all cases before the date on which the Services are to start;
- 5.1.6 ensure that it promptly complies with any minimum hardware configuration requirements specified by the Supplier for the purpose of establishing connectivity between the Customer's System and the Services and bear its own necessary costs of establishing that connectivity;
- 5.1.7 provide Supplier with the list of IDs (including Terminal IDs and Merchant IDs) of the payment terminals which will be used for the Customer's transaction related to sale of the Products with a use of the Services hereunder (**List**). The List shall be provided in written or electronic form not later than the Commencement Date. In case the List is provided in electronic form, it shall be send from the Customer's email address indicated in the Commercial Sheet. The Customer shall immediately notify the Supplier of any changes to the List and such List is deemed to be amended by the Parties upon receipt by the Supplier of the respective Customer's notification send from the Customer's email address indicated in the Commercial Sheet;
- 5.1.8 use the Services in good faith, in accordance with the terms of this Agreement, Applicable Laws, Payment Scheme Rules and Further Guidance. In particular, the Customer shall not use the Services in a manner that could result in violation of anti-money laundering, terrorist financing and similar legal and regulatory obligations;
- 5.1.9 comply with any technical specifications available on the Supplier Websites, which the Supplier reserves the right to modify at any time; and
- 5.1.10 comply with Applicable Laws and any relevant Payment Scheme Rules to which it is subject. The Customer shall not act in contravention of or cause the Supplier to act in contravention of any Payment Scheme Rules to which the Supplier is subject.
- 5.2 If the Supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.
- 5.3 When it results from the integration method, the Customer hereby acknowledges and agrees to abide by, and ensure that all equipment and software it uses in connection with the payments made by a client to the Customer with the use of the Services and the storage and/or processing of documents, records and any other data of any kind relating to the payments made by a client to the Customer with the use of the Services complies with, any payment card industry or payment application data security standards of any relevant Payment Scheme as updated from time to time (**Security Standards**). The Customer shall ensure that any of its agents, sub-contractors or any third parties engaged by it in relation to the payment transactions is aware of and shall comply with the terms of this clause. The Customer shall promptly on request of the Supplier or Payment Scheme or Card Issuer, provide evidence of the compliance with the Security Standards.

6. Non-solicitation and Non-circumvention

- 6.1 The Customer must notify the Supplier in accordance with the procedure provided in clause 24 of this Agreement, about employment or attempt to employ any person who is, or has been, engaged as an employee, consultant or subcontractor of the Supplier in the provision of the Services or employee of such consultant or subcontractor, provided that the Customer was aware of engagement of such person in provision of Services hereunder.
- 6.2 At any time prior to the expiration of this Agreement, it is expressly agreed that the identities of any individual or entity and any other third parties (including, without limitation, suppliers, customers, financial sources, banks, merchant acquiring banks, card scheme processors, gateway providers, and/or merchant sales referral partners, deferral payment providers and consultants) discussed and made available by the Supplier in the course of provision of Services and any related business opportunity shall constitute Confidential Information and the Customer or any its Affiliate or associated entity or individual shall not (without the prior written consent of, or having entered into a commission agreement with, the Supplier):
 - 6.2.1 directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with any such third party identified or introduced by the Supplier during the Services provision; or

6.2.2 seek to by-pass, compete, avoid or circumvent the Supplier from any business opportunity that relates to the Services by utilising any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information.

6.3 The Customer covenants that any financial gain made by it, or any associated party, from a breach of clause 6.2 shall be held on trust for the benefit of the Supplier and then be transferred to a nominated account of the Supplier, until which time such outstanding amount shall incur interest at the rate of 8% per annum from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Customer shall pay the interest together with the overdue amount.

6.4 Clause 6.3 does not affect the Disclosing Party's ability to also sue for damages should the covenants in clause 6.2 be violated in any way.

7. Change control

7.1 Either Party may propose changes to the scope or execution of the Services (including provision of any additional services by the Supplier at the additional charges and costs) but no proposed changes shall come into effect until a **Change Order** has been signed by both Parties (their authorised representatives). A Change Order shall be a document setting out the proposed changes and the effect that those changes will have on:

- 7.1.1 the Services;
- 7.1.2 the Supplier's existing charges and Fees;
- 7.1.3 the timetable of the Services; and
- 7.1.4 any of the terms of this Agreement.

7.2 If the Supplier wishes to make a change to the Services it shall provide a draft Change Order to the Customer.

7.3 If the Customer wishes to make a change to the Services:

- 7.3.1 it shall notify the Supplier and provide as much detail as the Supplier reasonably requires of the proposed changes, including the timing of the proposed changes; and
- 7.3.2 the Supplier shall, as soon as reasonably practicable after receiving the information at clause 7.3.1, provide a draft Change Order to the Customer.

7.4 If the Parties agree to a Change Order, they (their authorised representatives) shall sign it (including, signing in electronic form) and that Change Order shall amend this Agreement.

8. Intellectual property rights

8.1 In relation to the Supplier:

8.1.1 the Supplier and its licensors shall retain ownership of all IPRs in the Supplier's Software and Services, excluding the Customer Materials.

8.2 In relation to the Customer Materials, the Customer:

- 8.2.1 and its licensors shall retain ownership of all IPRs in the Customer Materials and Trade Marks; and
- 8.2.2 grants the Supplier, its subcontractors and its Affiliates a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use, copy and modify, as well as to permit its subcontractors to use, copy and modify, the Customer Materials for the term of this Agreement for the purpose of providing the Services to the Customer.

8.3 The Customer:

8.3.1 warrants that the receipt and use of the Customer Materials and Trade Marks in the performance of this Agreement by the Supplier, its agents, subcontractors or consultants shall not infringe the rights, including any Intellectual Property Rights, of any third party;

8.3.2 shall comply with any and all relevant Payment Scheme Rules or Supplier's/Card Issuer's rules relating to the trade marks, data, logos, images, copyrights materials or any other IPR of such Payment Scheme/Card Issuer/ Supplier; and

8.3.3 shall keep the Supplier indemnified in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Supplier as a result of or in connection with any claim brought against the Supplier, its agents, subcontractors or consultants for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt or use in the performance of this Agreement of the Customer Materials and/or the Trade Marks;

8.3.4 hereby gives the Supplier and/or its Affiliates and/or its subcontractors the right to use the Customer's name, trade mark, logo, and also to mention its business activity in any promotions or advertising concerning the Services, regardless of the type of advertising or media used; and

8.3.5 shall have no claim against the Supplier to the extent the infringement of the IPR arises from:

8.3.5.1 the use of the Customer Materials and/or Trade Marks in the development of, or the inclusion of the Customer Materials and/or Trade Marks in any Services or Supplier's Software;

8.3.5.2 any modification of the Supplier's Software or Services, other than by or on behalf of the Supplier; and

8.3.5.3 compliance with the Customer's specifications or instructions.

8.4 The Customer accepts that:

8.4.1 it is only permitted to use the IPRs for the purposes of and during the term of this Agreement and only as authorised by the Supplier in this Agreement;

8.4.2 all IPR relating to the Services are owned by and vest exclusively in the Supplier and its Affiliates. The information given by the Customer to its clients concerning the Services does not create any Intellectual Property Rights or other rights towards the Customer or its client over the Services or their functionalities or the Software, or over the trade marks, trade names, goodwill, domain names, websites, source or object code, data, logos, images, copyrighted materials, patents, inventions, know how, or any other information owned by the Supplier or its Affiliates or their subcontractors;

8.4.3 other than to that extent, it has and shall have no right to use or to allow others to use the Intellectual Property Rights or any part of it;

- 8.4.4 it shall not use any trade marks, trade names or get-up which resemble the Supplier's trade marks, trade names or get-up and which would therefore be likely to confuse or mislead the public or any section of the public; and
- 8.4.5 it shall not do or omit to do, or authorise any third party to do or to omit to do, anything which could invalidate or be inconsistent with the Intellectual Property Rights.

8.5 If either party (the **Indemnifying Party**) is required to indemnify the other Party (the **Indemnified Party**) under this clause 7.4, the Indemnified Party shall:

- 8.5.1 notify the Indemnifying Party in writing of any claim against it in respect of which it wishes to rely on the indemnity at clause 8.3.2 (as applicable), (**IPRs Claim**);
- 8.5.2 allow the Indemnifying Party, at its own cost, to conduct all negotiations and proceedings and to settle the IPRs Claim, always provided that the Indemnifying Party shall obtain the Indemnified Party's prior approval of any settlement terms, such approval not to be unreasonably withheld;
- 8.5.3 provide the Indemnifying Party with such reasonable assistance regarding the IPRs Claim as is required by the Indemnifying Party, subject to reimbursement by the Supplier of the Indemnified Party's costs so incurred; and
- 8.5.4 not, without prior consultation with the Indemnifying Party, make any admission relating to the IPRs Claim or attempt to settle it, provided that the Indemnifying Party considers and defends any IPRs Claim diligently, using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute.

9. Confidentiality

9.1 Each Party undertakes that it shall not at any time during this Agreement, and for a period of 5 (five) years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other Party or of any member of the group of companies to which the other party belongs, except as permitted by clause 9.2.

9.2 Each Party may disclose the other Party's confidential information:

- 9.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this clause 9.; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.2.3 No Party shall use any other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

10. Indemnity

10.1 In addition to the indemnity indicated in clause 7.4, the Customer shall indemnify, and keep indemnified the Supplier, its officers, employees, subcontractors and agents (each an "**Indemnified Party**"), immediately on demand against each loss, liability or cost (including, without limitation, that incurred defending or settling a claim alleging such a liability) which they incur as a result of:

- 10.1.1 any breach of the terms of this Agreement, improper use of the Services, violation of Applicable Laws or Payment Scheme Rules, conduct categorised as undesirable by any Payment Scheme, or violation of the rights of any third party, by the Customer, any of its Affiliates or any person acting on its behalf; and/or
- 10.1.2 processing of Personal Data by an Indemnified Party as may reasonably be necessary to provide the Services.

10.2 Nothing in this clause 10 restricts or limits the general obligation at law for an Indemnified Party to take reasonable efforts to mitigate losses.

11. Limitation of liability

11.1 Nothing in this Agreement shall limit or exclude the Supplier's liability for:

- 11.1.1 death or personal injury caused by its negligence;
- 11.1.2 fraud or fraudulent misrepresentation; or
- 11.1.3 any other liability which cannot be limited or excluded by the Applicable Laws.

11.2 Subject to clause 11.1, the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- 11.2.1 loss of profits;
- 11.2.2 loss of sales or business;
- 11.2.3 loss of agreements or contracts;
- 11.2.4 loss of anticipated savings;
- 11.2.5 loss of or damage to goodwill;
- 11.2.6 loss of use or corruption of software, data or information; and
- 11.2.7 any indirect or consequential loss.

11.3 Subject to clause 11.1, the Supplier's total liability to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited to the total annual Fee (calculated by reference to the charges in successive 12 months periods prior to the date of the event that give rise to the relevant claim) paid by the Customer under this Agreement.

11.4 All obligations on the Supplier arising out of or in connection with this Agreement are obligations to use reasonable efforts and not obligations to achieve a specific result.

12. Termination

- 12.1** Without affecting any other right or remedy available to it, either Party may terminate this Agreement on giving not less than 1 (one) month notice to the other Party. The notice on termination shall be made in writing or in electronic form with the use of the tools made available by the Supplier (if any), otherwise being null and void.
- 12.2** Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 12.2.1 the other Party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 (thirty) days after being notified in writing to do so;
 - 12.2.2 the other Party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - 12.2.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of such in Applicable Laws applicable to the respective Party;
 - 12.2.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 12.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 12.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party (being a company);
 - 12.2.7 the holder of a qualifying floating charge over the assets of that other Party (being a company) has become entitled to appoint or has appointed an administrative receiver;
 - 12.2.8 a person becomes entitled to appoint a receiver over all or any of the assets of the other Party or a receiver is appointed over all or any of the assets of the other Party;
 - 12.2.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or substantial part of the other Party's assets and such attachment or process is not discharged within 14 (fourteen) days;
 - 12.2.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 12.2.2 to clause 12.2.8 (inclusive); and/or
 - 12.2.11 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 12.3** For the purposes of clause 12.2.1 "**material breach**" means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating Party would otherwise derive from:
- 12.3.1 a substantial portion of this Agreement; or
 - 12.3.2 any of the obligations set out in clauses 5.1, 5.3, 8.3 and 9 of this Agreement and/or paragraph 6 of the Commercial Sheet, over the term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.
- 12.4** Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if:
- 12.4.1 the Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 5 (five) days after being notified to make such payment;
 - 12.4.2 the Customer breaches any Payment Scheme Rules;
 - 12.4.3 the Customer no longer maintains all necessary licences and consents as required by the Applicable Laws; and/or
 - 12.4.4 the Supplier is required or requested to do so by any Payment Scheme or Card Issuer or the Supplier is subject to fines or other claims from any Payment Scheme or Card Issuer or any third party arising from the provision of the Services hereunder;
 - 12.4.5 any Payment Scheme Rule would otherwise, in the opinion of the Supplier, be broken by either the Customer or the Supplier;
 - 12.4.6 the Customer engages in any trading practices or other activity which might give rise to fraud or any other criminal activity or suspicion of fraud or any other criminal activity, including money laundering;
 - 12.4.7 the Supplier determines that continuing to provide the Services to the Customer represents increased risk of loss or liability or risk to the Supplier's goodwill; or
 - 12.4.8 there is a change of control of the Customer.
- 12.5** The Customer hereby acknowledges and agrees that at the request of the Payment Scheme or the Card Issuer it is possible to limit, suspend or terminate this Agreement and the Services provided hereunder by notice to the Customer or Supplier with immediate effect if that Payment Scheme or Card Issuer, in its absolute discretion, so decides. Each Party shall immediately notify the other Party on receipt of the above indicated notice on limitation, suspension or termination of this Agreement.

13. Consequences of termination

- 13.1** On termination or expiry of this Agreement:
- 13.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

- 13.1.2 the Customer shall return and make no further use of any equipment, property, documentation, Supplier's Software and other items (and all copies of them) belonging to the Supplier;
- 13.1.3 the Supplier shall on request return any of the Customer Materials not used up in the provision of the Services;
- 13.1.4 the Supplier shall immediately delete any of the Personal Data being in a possession of the Supplier at the time of termination or expiry hereof, unless the Customer instructed the Supplier otherwise;
- 13.1.5 all licences granted under this Agreement shall immediately terminate; and
- 13.1.6 the following clauses shall continue in force: clause 2 (Interpretation), clause 6 (Non-solicitation), clause 7.4 (Intellectual property rights), clause 9 (Confidentiality), clause 11 (Limitation of liability), clause 13 (Consequences of termination), clause 17 (Waiver), clause 19 (Severance), clause 21 (Conflict), clause 26 (Governing law) and clause 27 (Jurisdiction).
- 13.2** Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

14. Force majeure

14.1 Force Majeure Event means any circumstance not within a Party's reasonable control including, without limitation:

- 14.1.1 acts of God, flood, drought, earthquake or other natural disaster;
- 14.1.2 epidemic or pandemic;
- 14.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 14.1.4 nuclear, chemical or biological contamination or sonic boom;
- 14.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- 14.1.6 collapse of buildings, fire, explosion or accident;
- and
- 14.1.7 interruption or failure of utility service.
- 14.2** Provided it has complied with clause, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 14.3** The corresponding obligations of the other Party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 14.4** The Affected Party shall:
- 14.4.1 as soon as reasonably practicable after the start of the Force Majeure Event but no later than 10 (ten) days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
- 14.4.2 use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.5** If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 (four) weeks, the Party not affected by the Force Majeure Event may terminate this Agreement by giving 2 (two) weeks' written notice to the Affected Party.
- 14.6** If the Force Majeure Event prevails for a continuous period of more than 2 (two) months, either Party may terminate this Agreement by giving 3 (three) days' written notice to the other Party. On the expiry of this notice period, this Agreement will terminate. Such termination shall be without prejudice to the rights of the Parties in respect of any breach of this Agreement occurring prior to such termination.

15. Assignment and other dealings

- 15.1** This Agreement is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.
- 15.2** The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the approval or consent of the Customer.

16. Variation

Subject to clause 7, no variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Waiver

- 17.1** A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 17.2** A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.3** A Party that waives a right or remedy provided under this Agreement or by law in relation to one Party, or takes or fails to take any action against that Party, does not affect its rights in relation to any other Party.

18. Rights and remedies

The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

20. Entire agreement

20.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

20.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

21. Conflict

If there is an inconsistency between any of the provisions of this Agreement and the provisions of Commercial Sheet, the provisions of Commercial Sheet shall prevail.

22. No partnership or agency

22.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

23. Third party rights

No one other than a Party to this Agreement, their successors and permitted assignees, shall have any right to enforce any of its terms.

24. Notices

24.1 Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

24.1.1 delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

24.1.2 sent by email to the address specified in the Commercial Sheet.

24.2 Any notice shall be deemed to have been received:

24.2.1 if delivered by hand, on signature of a delivery receipt;

24.2.2 if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.

24.2.3 if sent by email, at 9.00 am on the next Business Day after transmission.

24.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24.4 Each of the Parties hereto may change its address or other communication details for the purpose of receiving notices hereunder provided by a written notice given in the manner aforesaid to the other Party, which notice of change of address or other communication details shall not become effective, however, until the actual receipt thereof by the other Party.

25. Counterparts and prevailing language

25.1 This Agreement is executed in English and Bulgarian languages. In case of any discrepancies between the English and Bulgarian version, the English version of this Agreement shall always prevail.

25.2 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

26. Governing law

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

27. Jurisdiction

Any disputes arising out of or related to this Agreement shall be finally settled under the Arbitration Rules of the International Commercial Arbitration Court at the Bulgarian Chamber of Commerce and Industry in force on the date of commencement of the proceeding by an arbitrator or arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Sofia, Bulgaria. The language of arbitration shall be English.