



Commercial Agreement
incorporating
Standard Client Terms and Conditions V2.4
for Electronic Money Services

The 'Client' per Schedules 1 to 6

And

**ISX Financial UK Ltd,
trading as "ISXMoney"**

[The attached agreement is subject to ongoing
satisfactory due diligence]

THIS AGREEMENT is first made the day shown in Schedule 1 (Revision 1) and as revised from time to time by re-issue of any of the Schedules 1 to 6, **between**

ISX Financial UK Ltd (“ISXMoney”), with Company Number 10002662, of Fieldfisher Riverbank House, 2 Swan Lane, EC4R 3TT, London, United Kingdom, an EMD Authorised Electronic Money Institution UK FCA FRN 901034.

and

the Client, with details as shown in the **Schedules 1 to 6** attached and forming part of this Agreement (together the **“Parties”**)

Provided that You meet, on an ongoing basis, Our Customer Due Diligence requirements, the terms of this Agreement and applicable UK Regulations as applicable to Your business activities, We agree to supply payment and electronic money services, with Fees as agreed in Schedule 1, and subject to Daily Fees per Schedule 2 and Identity Verification Services per Schedule 3, and for Websites as approved by Us per Schedule 4, within the Territory subject to Restrictions Per Schedule 5 and Currencies Enabled in Schedule 6.

For the avoidance of doubt, the eMoney services offered with an activation date per **Schedule 1 – Fees** exclude card acquiring and the provision of electronic money accounts to the general public.

EMAs designated for holding of Client eMoney for the gaming industry must be accompanied by Client Money Acknowledgment Letter.

The Parties have entered into a separate and legally binding agreement to protect End User and Client data per the requirements of the Data Processing Addendum.

A. Fee Schedule

The Client agrees to pay ISXMoney:

- Fees per Schedule 1** for the inbound issuance of eMoney to an ISXMoney EMA and Outbound Payments where eMoney is redeemed from the ISXMoney EMA or from a flykk® account ISXMoney EMA.

FOR ANY OTHER CURRENCY ENABLED per Schedule 6: The fees per **Schedule 1** shall be deducted from the Currency EMA in which the Transaction is made. Where there are insufficient funds in the Currency EMA to cover charges, We shall deduct fees from any other EMA, that have sufficient balance to cover them. In cases where currency exchange is required, our FX fees will apply per Schedule 1.

- Daily Holding Fee: **Refer to Schedule 2.**
- Payidentity Identity Verification Services: **Refer to Schedule 3.**

1. Definitions and Interpretation

- The following terms when used in this Agreement or any document referred to herein shall have the following meaning:

Account means any account with an International Bank Account Number (IBAN) or Basic Bank Account Number (BBAN) including Sort Code and Account. A BBAN is not connected to the IBAN network and is utilised for internal transfers within the UK and within the ISXMoney.

Addendum means any additional terms and conditions applicable to a specific service or feature, including the ISX Cash Deposit Terms.

Agreement means these ISXMoney Client Terms and Conditions, any cover pages hereto, any Schedules hereto and the Terms of Use.

APM means the Alternative Payment Methods of flykk®, Open Banking PISP (Paidby®) and others as advised from time to time and as supplied by Us, subject to geo-restrictions and appropriate regulatory authorisation (if any required) to be held by You. APMs are also made available to flykk® users to purchase electronic money, which may be redeemed by You through acceptance of flykk® eMoney.

APP means an Authorised Push Payment. Refer to statutory definition.

APP Scam means an Authorised Push Payment Scam. Refer to statutory definition.

Business Day means any day other than a Saturday or a Sunday or a

public or bank holiday in:

- England for UK Pounds Transactions;
or
- England and Luxembourg for SWIFT Transactions;
or
- England and Client's jurisdiction for the purpose of this Agreement.

Card or Payment Scheme shall mean any card payment systems (such as VISA, MasterCard®, JCB, Diners, Discover, ChinaUnionPay, American Express or others, including national or local systems) or bank Payment scheme (such as FPS, BACS, SEPA, SWIFT, direct banking systems, direct debit systems or bank transfer systems) as may be as are offered by Us to flykk® users to purchase electronic money, which may be redeemed by You through acceptance of flykk® eMoney.

Card Instant Payment shall mean a Card Scheme payment captured directly via an iFrame on the Client Website, whether processed as flykk® MCC6540 or an MCC allocated to You by Us, which service shall be governed by the *Merchant Services (Acquiring) Agreement with eMoney Issuance Service Terms (available from our website) and relevant Card Scheme Rules. [Not available to High Brand Risk merchants]*

CHAPS means Clearing House Automated Payment System, administered by the Bank of England.

Client means the Person who has entered into this Agreement for ISXMoney Services.

Client Product/Service means any product or service offered by You to Your customers and which is ordered, purchased, leased, or otherwise provided to a customer from the Client Website. Subject to the ISXMoney Services shown as active in **Schedule 1** and provided Direct Retail Access is approved by Us, the terms of this Agreement may or may not facilitate the use of ISXMoney EMA for any Transaction connected with Your Product/Service. Where Direct Retail Access is not approved payments may be received via the flykk® service and/or from PSPs, and payments sent to flykk® End Users and Suppliers.

Client Website means the website operated by You or on Your behalf (as amended from time to time).

Client eMoney Payment Service (CePS) means ISXMoney's Client Payment Service through which a Direct Retail Access approved ISXMoney EMA holder can either accept and hold eMoney issued by Us and send funds to a Supplier, private person or own Accounts held in United Kingdom or at an EEA (or equivalent) Credit Institution by use of secure CHAPS, BACS, Faster Payments payment, SEPA payment via the Probanx CorePlus system, ISXMoney API or other ISXMoney approved interface. The CePS includes additional dashboards in support of ISXMoney Services including flykk® and Payidentity™.

Confidential Information means any information which is marked as “Confidential” or “Proprietary” or should be reasonably expected to be confidential having regard to the context of disclosure or the nature of the information; including, without prejudice to the generality of the foregoing, the terms of this Agreement as well as business plans, data, strategies, methods, customer and client lists, technical specifications, transaction data and customer data shall be deemed confidential.

Consent means the End User giving the explicit consent to Us as the Payment Initiation Service Provider so that We can initiate on behalf of the End User a payment order from End User's preferred payment account to Your dedicated Paidby® Initiated EMA, and/or, the person providing explicit consent to Us to conduct customer due diligence on a natural person in order to satisfy anti-money laundering regulations.

Corporate Payout means any payout of funds held in Your EMA to an independent bank Account(s) in Your name, held with any SEPA connected EEA, UK bank.

Data Protection Act means Data Protection Act of 2018 (as amended on 01 January 2021 under the European Union Withdrawal Act 2018).

Direct Retail Access means You are approved by ISXMONEY, such approval to be specified in **Schedule 1**, to send and receive via CHAPS, BACS, Faster Payments, SEPA and/or APM's and/or SWIFT and/or Paidby® Initiated EMA and/or flykk®, in accordance with the ISXMONEY Services that are indicated as 'active' as at the specified date in **Schedule 1**. Where Direct Retail Access is not approved by Us, the Services will be configured to **exclude** payment transfers from or to natural persons outside of the flykk® or ISXMONEY EMA network with Transactions between You and flykk® End Users, Suppliers, PSPs and Corporate Payouts only being permitted.

End Users means either a Payment Services User, or a natural or legal person purchasing flykk® eMoney or utilising an APM to initiate a Transaction.

eMoney means Electronic Money issued by ISXMONEY per the *United Kingdom's Electronic Money Regulations 2011 and as amended from time to time*.

EMA (facility) means Your electronic money Account(s) held in Pounds Sterling (£) and any other currency and assigned an IBAN or BBAN by Us in accordance with *United Kingdom's Electronic Money Regulations 2011 and as amended from time to time*.

FATF means Financial Action Task Force <https://www.fatf-gafi.org>.

FPS means a Faster Payments Service.

flykk® means the electronic money service made available by Us to End Users, which is subject to the [Terms and Conditions](http://www.flykk.it) published at www.flykk.it.

Group Account means any other ISXMONEY EMA, where the company that has been allocated the ISXMONEY EMA is owned by the same holding company and/or Ultimate Beneficial Owner(s).

IBAN means an international payment Account number identifier including by way of either an IBAN and/or UK Sort Code and Account, which unambiguously identifies an individual payment Account in the UK, the elements of which are specified by the International Organisation for Standardisation (ISO), and is interoperable in accordance with United Kingdom's Payments in Euro (Credit Transfers and Direct Debits) Regulations 2012, Regulation (EU) No 260/2012 of the European Parliament and of the Council of 14 March 2012 establishing technical and business requirements for credit transfers and direct debits in Pounds Sterling (£) and any other currencies as enabled denominated transactions only.

Interbank Payment Systems means the BACS Payment System, the Faster Payment System administered by Pay.UK being the recognized operator and standards body for the UK's retail interbank payment systems <https://www.wearepay.uk/>

ISXMONEY means ISX Financial UK Ltd. (registered number: 10002662) whose registered office is at Fieldfisher Riverbank House, 2 Swan Lane, EC4R 3TT, London, United Kingdom.

Incoming Transaction means any receipt of payment of funds into your EMA Facility in connection with any of Your Product/Service from or on behalf of any End User, Person or PSP ("Payors") via the flykk® eMoney, CHAPS, FPS, BACS, APM, SEPA or SWIFT scheme. All Incoming Transactions shall be subject to the Payor not being included in any of the official UK, EU and US sanction lists and any Transaction origin or destination jurisdiction not being subject to any UK, EU or FATF High Risk, increased monitoring and/or non cooperative listing or jurisdictional restrictions per **Schedule 5**.

Indirect Loss means an indirect or consequential loss (not being a loss which arises as a result of a breach of this Agreement or other event the subject of the relevant claim) including due to an act of God, military action, invasion, riot, insurrection or political action, subject to it being considered indirect or consequential losses within the meaning of this definition:

- i. a loss of revenue;
- ii. a loss of anticipated profits;

- iii. a loss of opportunity or business;
- iv. a loss of good will associated with reputation;
- v. a loss or corruption of Data; or
- vi. a loss of anticipated savings;

and the following will not be considered indirect or consequential losses within the meaning of this definition:

- viii. costs of remedial measures including engaging additional personnel or procuring additional equipment;
- ix. costs of procuring replacement goods or services;
- x. costs "thrown away" including transition costs; and
- xi. payments made to Us for goods or services that were not supplied in accordance with this Agreement.

ISXMONEY Service or Services means the various services offered in **Schedule 1 and/or Schedule 3**, and either the ISXMONEY Client eMoney Payment Service (CePS), the ISXMONEY eMoney Settlement Service (EPSS) and any other service as shown in the Schedules and/or agreed in writing between the Parties from time to time.

ISXMONEY Website means the website operated by Us (as amended from time to time) for the provision of Our services, currently accessible at <http://www.isx.money> excluding any external websites to which the website points by way of hyperlink or otherwise.

Manual means any of the technical manuals applicable to the ISXMONEY Services.

Micro-Enterprise shall mean an enterprise which, at the time of entering into this Agreement, is an enterprise as defined in Article 1 and Article 2(1) and (3) of the Annex to Recommendation 2003/361/EC. Where You believe that this is applicable, You shall notify Us.

OCT means Original Credit Transfer and is a method to make a payment direct to a Card. A separate agreement is applicable. This may include Mastercard Send, Visa Direct and other services made available by Us from time to time.

Open Banking means the Payment Initiation Service made available to Clients that allows an End User, upon providing explicit consent and completing applicable authentication requirements, to initiate transfers from a payment account held with a third-party payment service provider to the Client's EMA. Instant payments are facilitated where supported, else payments are received next Business Day.

Paidby® (Open Banking) means the Payment Initiation Service available to You who are approved for Direct Retail Access, for transfer of funds between any End User's third party IBAN Account and any of Your EMA, subject to End User Consent. This may be 'one step' direct to Your EMA, or automated 'two step' by way of the End User's flykk® Account. Instant payments are facilitated where supported, else payments are received next business day. <https://www.paidby.eu/>

Payment means any service provided by Us and regulated by the **Regulatory Requirement**.

Payidentity™ means the identity verification service offered by Us in **Schedule 3**.

Payidentity™ Terms (where applicable) means ISXMONEY's "Standard Terms and Conditions (Identity via a Payment Service)", located at <https://payidentity.creditcard/terms-conditions/>, which are applicable to Identity Verification Services in **Schedule 3**: <http://https://www.isx.financial/documents/documents>

Payment Scheme shall mean a non-Card Scheme including bank payment scheme (such as SEPA, SWIFT, direct banking systems, direct debit systems or bank transfer systems, CHAPS, BACS, FPS) as may be offered by Us and

advised from time to time.

Payment Services User has the same meaning as the Payment Services Regulation 2017.

Person means an individual (natural person), a body corporate, an association, a partnership, a trust or any other entity or organisation.

Probanx CorePlus means the ISXMoney core banking and IBAN based transactional system, to which Your authorised representatives shall be granted access.

PSP means a regulated Payment Services Provider, either located in the United Kingdom, or in the European Economic Area, with CHAPS, FPS, BACS, SEPA or SWIFT payment capabilities, or, where approved on a case by case basis, a PSP regulated in a reputable jurisdiction with SWIFT payment capabilities. All PSPs shall be subject to due diligence and must be pre-approved by Us prior to receipt of any incoming payment transfers to an ISXMoney EMA.

Redemption means the process whereby You may direct Us to pay a Supplier or another entity that accepts ISXMoney eMoney or redeem eMoney and send via SWIFT, SEPA, FPS, CHAPS, or OCT or other Payment means made available to You by Us.

Regulatory Requirements means any law, statute, regulation, order, judgement, decision, recommendation, rule, policy or guideline passed or issued by parliament, government or any competent court or authority or any payment system (including but not limited to bank payment systems, card Payment systems, Card Schemes such as Visa, MasterCard, JCB, Diners, Discover, ChinaUnionPay, SEPA, SWIFT, American Express etc, or any other payment, clearing or settlement system or similar arrangement that is being used for providing the services hereunder). This includes *The United Kingdom's Payment Services Regulations 2017* and/or *The Payment Accounts Regulations 2015* and/or *The Electronic Money Regulations 2011* and/or *The Money Laundering, Terrorist Financing and Transfer of Funds Regulations 2017*.

Rolling Reserve (where applicable) means an amount which is determined by Us (in its sole discretion) in accordance with clause 7, for the purpose of securing any claims by Us against You. The Reserve will be 'rolling' in nature, with amounts being released on a daily or weekly basis, following the retention time period shown for each Service as per Schedule 1, subject to Daily Holding Fees per Schedule 2.

Security means any form of security requested by Us (in Our sole discretion) in accordance with clause 6, from You which may be used to offset against fines, legal fees and penalties imposed by schemes due to breach of the terms of this Agreement, or regulatory non-compliance, or Payment Scheme or Card Scheme non-compliance by You.

Settlement eMoney Payment Service (SEPS) means ISXMoney's Settlement payment service through which a ISXMoney EMA holder can either accept and hold eMoney issued by Us and send funds via the Probanx® CorePlus dashboard or API to a Supplier, flykk® user, or own Accounts held at third party UK institution, by use of CHAPS, FPS, BACS, or at an EEA (or equivalent Credit Institution by use of secure SEPA payment) or an international account via SWIFT (where enabled).

SEPA means the Single Euro Payment Area scheme, administered by the European Payments Council.

SEPA Scheme Rules means the rules published by the European Payment Council and available from their website <https://www.europeanpaymentscouncil.eu>

Supplier means an incorporated entity which is a supplier of products or services to You and being in good standing, where such an entity may include for example a law firm, auditor, real estate landlord (or agent), a pension fund, a utility including internet and telecommunications providers, payment service provider, government agency, tax and excise agency, provider of regulated services (e.g. gambling board approved games), companies listed on major securities exchanges, and other incorporated entities which provide services to You consistent with Your usual business activity and which may be approved from time to time by Us (in Our sole discretion) subject to satisfactory customer due diligence by Us, at Our sole discretion. The Supplier shall be located in a jurisdiction that is not subject to restrictions per Schedule 5 and shall be registered for VAT/Sales Tax where applicable. **Payments to natural persons shall only be permitted where a Direct Retail Access and associated ISXMoney Service is shown as activated in Schedule 1.**

SWIFT means Society for Worldwide Interbank Financial

Telecommunications, and is a means for international fund transfer, which may be indicated in **Schedule 1** as activated for certain Clients.

Terms of Use means the terms of this Agreement.

Territory means i) for the supply of ISXMoney Services; within the United Kingdom, and ii) for the execution of Transactions, any jurisdiction that is participating in the SEPA scheme or SWIFT scheme, subject to any restrictions per **Schedule 5**.

Trademarks owned by Us, Our parent or subsidiaries, and used by Us, include flykk®, Paydentity™, ISXPay®, Probanx®, ISX Financial®, PaidBy® and ISXMoney®.

Transaction means any transfer of funds or eMoney between You and a payor/sender or payee/beneficiary by means of the ISXMoney Services.

- 1.2. Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.3. Unless the contrary intention appears, words in the singular include the plural and vice versa; words importing the masculine gender include the feminine and neuter and vice versa; references to persons include bodies' corporate, unincorporated associations, partnerships or an authority.
- 1.4. In these ISXMoney Client Terms and Conditions, unless the context otherwise requires:
 - "You", "Your" or "Yours" means the Client accepting these ISXMoney Client Terms and Conditions; and
 - "We", "Us" or "Ours" means ISXMoney.
- 1.5. Any phrase introduced by the term "included", "including", "in particular" or any similar expression will be construed as illustrative only and will not limit the sense of the words preceding that term.
- 1.6. If there is any conflict between the clauses of these ISXMoney Client Terms and Conditions and the Paydentity™ Terms, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.5.1. the cover page and first page to the Agreement;
 - 1.5.2. the Schedules 1 – 6 to the Agreement;
 - 1.5.3. The Merchant Services (Acquiring) Agreement with eMoney Issuance (applicable to Card Instant Payments only);
 - 1.5.4. these ISXMoney Client Terms and Conditions;
 - 1.5.5. Flykk® End User Dispute Policy.

Applies to Clients with Direct Retail Access that provide Client Product(s)/Service(s) to flykk® End Users. The Flykk® End User Dispute Policy consists of:

 - i) **the flykk® retail customer dispute terms and conditions**
<https://www.flykk.it/dispute>; and
 - ii) **the Merchant Dispute Terms and Conditions**
<https://www.flykk.it/disputemerchants>
 - 1.5.6. any other document referred to in this Agreement or any other document attached to this Agreement.
- 1.6. If there is any conflict between the clauses of these ISXMoney Client Terms and Conditions and any stand-alone non-disclosure agreement entered between the Parties, the latter will prevail.
- 2. Scope**
- 2.1. This Agreement contains the terms for the provision of the ISXMoney Services and eMoney as described in clause 4 and such other services as agreed between the Parties in writing from time to time and shown as 'active' in **Schedule**

1 and/or Schedule 3.

- 2.2. We shall have sole discretion from and to which jurisdictions We accept transfers from and to, subject to the procedures and remedies included within this Agreement.
- 2.3. **Condition Precedent:** This Agreement becomes legally binding upon the earlier of either i) completion of APM or flykk® integration, or ii) transfer of funds to an IBAN issued by Us in Your name, or iii) receipt of Security (if applicable) or iv) payment of an Account Opening Fee (if applicable).
- 2.4. In the event that the Condition Precedent is not met within 12 months from date of execution, then this Agreement shall be considered null and void.
- 2.5. Certain services, including cash deposit services provided via third-party networks, are subject to additional terms and conditions ("Addenda"). Each Addendum forms an integral part of this Agreement and applies when the Client uses the relevant service. By using such service, the Client agrees to be bound by the applicable Addendum. In the event of any inconsistency, the Addendum shall prevail in relation to that service. ISXMONEY may amend any Addendum from time to time in accordance with the applicable law, and the Client's continued use of the relevant service constitutes acceptance of the amended Addendum.

3. Term

- 3.1. This Agreement will continue in full force and effect unless and until either Party terminates this Agreement by giving notice to the other Party in accordance with clause 21.

4. Description of Services

- 4.1. ISXMONEY's Services facilitate i) receipt and conversion to eMONEY of incoming funds from CHAPS, BACS, FPS, APM, SEPA, flykk®, SWIFT services into an eMONEY Account ("EMA") and ii) eMONEY Redemption to other ISXMONEY Clients (including flykk® End Users) and outbound Transactions via CHAPS, BACS, FPS, OCT, SEPA and/or SWIFT payments from You to Your Suppliers or iii) payments to accounts held by You at other institutions. Where We approve Direct Retail Access, We will also facilitate payments from and to natural persons including by CHAPS, BACS, FPS, APM, SEPA, Open Banking PISP, OCT and/or SWIFT. Any inbound payment monies collected and received by Us shall be transferred into an EMA facility immediately after deduction of any fees due to Us, provided that the payments comply with EC Regulation 2015/847 and UK Payment Services Regulations 2017. CHAPS, FPS, are available for Redemption next business day. SEPA inbound Transactions are converted to eMONEY, credited to Your EMA and available for Redemption within one (1) hour in the case of SEPA Instant and next Business Day for SEPA SCT, with SWIFT (where available) within three to five Business Days, and flykk®, Paidby® Initiated EMA available within one (1) hour every calendar day of the year for SEPA instant enabled transactions and next Business Day for SEPA SCT. Redemption of eMONEY transferred from a flykk® End User to You is processed instantly and credited on a rolling 7-day basis.
- 4.2. eMONEY Redemption to facilitate payment to other ISXMONEY Clients, Corporate Payouts or Transactions to approved Suppliers shall be executed next Business Day for Pound Sterling (£) payouts, and within three Business Days for non-Pound Sterling (£) payouts. You should allow up to three (3) to five (5) Business Days for SWIFT transfer to Supplier account. eMONEY transfer to flykk® End Users shall be nearly immediate.
- 4.3. You are aware that the receipt of a payment into the EMA facility does not amount to the receipt of cleared funds. You remain liable to ISXMONEY for the full amount of inbound payments and any fees deducted therefrom if the payment is later reversed or recalled for any reason including under scheme rules, and also including if We reject the transaction for non-compliance with regulations including the UK's Payment Services Regulations, an/or the EC Regulation 2015/847 (the "**Reversal Amount**"). In the event of a payment reversal, We will first debit the EMA facility with the Reversal Amount and any applicable third-party chargeback or reversal fee. If We are unable to fully recover the Reversal Amount and the applicable third-party chargeback, SEPA or reversal fee from the EMA facility (including any monies transferred into it after the payment reversal), You are required to repay the Reversal Amount and/or any negative balance of the EMA facility by transferring sufficient funds into Your EMA facility. Failure to do so is a breach of this Agreement. Repayment of the Reversal Amount and/or any negative balance is due immediately without notice. We reserve the right, at any time, to send reminders or take debt collection measures including but not limited to mandating a debt collecting agency or solicitors to pursue the claim in court. We reserve the right to charge You the expenses reasonably incurred in connection with any debt collection or enforcement efforts.

- 4.4. We reserve the right to suspend or limit the ISXMONEY Services pending full payment of any outstanding recalls, reversals, outstanding disputes, claims, charges, penalties, costs or charges attributable to You.

- 4.5. We reserve the right to suspend, at any time and at its sole discretion, the EMA facility (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds), inter alia, for audit:

4.5.1. where We believe it is necessary or desirable to protect the security of Your EMA facility; or

4.5.2. where funds are received in connection with any activity that would usually be subject to any licensing or authorisation from any regulator within the United Kingdom and/or European Economic Area, and You do not hold appropriate licensing for that activity; or

4.5.3. if any Transactions are made which We in Our sole discretion deem to be (a) made in breach of this Agreement or in breach of the security requirements of Your EMA facility; or (b) suspicious, unauthorised or fraudulent, including without limitation in relation to money laundering, terrorism financing, fraud or other illegal activities; or

4.5.4. upon Your insolvency, liquidation, winding up, bankruptcy, administration, receivership or dissolution, or where We reasonably consider that there is a threat of the same in relation to You; or

4.5.5. if the Transactions are for the purchase of goods and/or services which fall outside of Your agreed business activities; or

4.5.6. where there is a change in Your circumstances (including a deterioration in or change to Your financial position), or a change in Your business or in Your Products/Services which We consider, in Our sole discretion, material to the continuation of the ISXMONEY Services; or

4.5.7. where You undergo a Material Change as defined in clause 5.8

and We will make reasonable efforts to inform You of any such suspension in advance, or if this is not practicable, immediately afterwards, unless informing You would compromise security measures or is otherwise prohibited by law or Regulatory Requirements.

- 4.6. In addition, We reserve the right (at Our sole discretion) to suspend the EMA facility (or certain functionalities thereof such as uploading, receiving, sending and/or withdrawing funds) at any time where it is required to do so under relevant and applicable laws and regulations. We will make reasonable efforts to inform You of any such suspension unless We are prohibited from doing so by law or under an order from a competent court or authority.

- 4.7. Where We suspend the EMA facility and/or the ISXMONEY Services, We shall reinstate the same and where necessary, provide new security details, such as a password, as soon as practicable after the reasons for the suspension cease to exist.

- 4.8. Notwithstanding clause 4.4, where We act as a payer We reserve the right to suspend at any time the EMA facility login, password, software/server access keys and other security details ("**Security Features**") if Transactions are made which We have reasonable grounds to believe relate to (i) the security of the Security Features or (ii) the suspected unauthorised or fraudulent use of the Security Features. We will inform You of any such suspension in advance, or, if this is not possible, immediately afterwards and give its reasons for the suspension unless to do so would compromise reasonable security measures or is otherwise unlawful. We will reinstate the Security Features and where necessary provide new Security Features as soon as practicable after the reasons for the suspension cease to exist.

4.9. You acknowledge and agree that We operate solely as a payment intermediary and that We: (a) under no circumstances function as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or client of Your Product/Service; and (b) make no representations or warranties and do not ensure the quality, safety or legality of any Supplier Product/Service.

4.10. You acknowledge and agree that any dispute regarding any Supplier Product/Service is between the sender and receiver of the funds and/or the supplier and receiver of the goods or services. Any Transaction connected with the Supplier Products/Services shall only obligate You. We shall not be a party to any resulting dispute including but not limited to disputes over performance and liability issues relating to the delivery, quality, quantity or use of the Supplier Products/Services. Without applying the liability restrictions contained in clauses 17.1. and 17.2., You shall fully indemnify Us against any loss or liability (including full reimbursement of any legal and professional costs) We suffer or incur as a result of, or in connection with, any claim made or threatened by a third party relating to the supply of any Supplier Products/Services to a Person.

4.11. You acknowledge that FPS and SEPA services are both services that are subject to recalls per the FPS or SEPA Scheme Rules, and, that in some cases, these are automatic, and will be debited to Your ISXMoney EMA. Where the recall is not automatic, We shall contact You and seek Your approval prior to allowing any recall request.

5. Obligations

5.1. We shall make available to You the ISXMoney Services from the date as specified in this Agreement under Schedule 1, and as further notified on CePS (for Direct Retail Access approved Clients) or SePS (for non-Direct Retail Access approved Clients).

5.2. You shall open and maintain an EMA facility by registering as the Client via the ISXMoney Client Application Form. As part of the registration process, You shall accept the terms of use included in the mentioned form.

5.3. You shall submit to Us for review every Supplier website that You intend to make payments.

5.4. Without prejudice to payments prohibited under these Terms of Use, You shall not receive payments from PSPs or PISPs, or make or request payments to or from Persons or Suppliers as consideration for the delivery of tobacco products, prescription or non-prescription drugs, pornographic content or services, illegal downloads, illegal gambling or goods or services infringing intellectual property rights of a third party, or for any other goods or services the offering or provision of which is illegal under applicable law.

5.5. You shall co-operate with Us to investigate any suspected illegal, fraudulent or improper activity.

5.6. Upon commencement of the Agreement and at any time thereafter for purposes of complying with Regulatory Requirements, You shall provide Us with such information as You may request, including information about the Supplier's and/or Client's business, corporate structure and constitution, shareholders, partners, members, directors, key employees or, in the case of a trust, its beneficiaries. You shall provide, upon Our request, copies of financial information and other information on Your business, including bank and/or trade references.

5.7. You hereby authorise and consent that We obtain credit and financial information relating to You from any third parties and to undertake credit and financial reviews on You at Our sole discretion.

5.8. You shall inform Us in writing of any changes to Your business (including any change of control or constitution), business model or the goods and/or services it sells, leases or distributes or of any change to Regulatory Requirements to which it is subject (including but not limited to changes to or the revocation of the licences it requires for its business) which might have an adverse impact on Our compliance with applicable law or any of its Regulatory Requirement, or Your credit and/or financial standing ("**Material Change**") without undue delay prior to the change(s) coming into effect and in any event prior to taking or making payments related to the Material Change. Without applying the liability limits contained in clauses 17.1, 17.2 and 17.3, You shall indemnify Us against all losses arising out of Your failure to notify Us of any such changes that are relevant for compliance with Regulatory Requirements applicable to Us or You.

6. Security

6.1. We may establish prior to any Redemption of eMoney, or request in advance of delivery of any ISXMoney Service, a Security in relation to You for the purpose of providing a source of funds to pay Us for any and all,

actual and reasonably anticipated claims, losses, cost, penalties and expenses. Such Security amount shall be as shown in Schedule 1.

6.2. At Our sole discretion, We may elect for the Security to be a bank guarantee in which case You shall, upon request, procure a bank guarantee in Our favour by a bank approved by Us and in a form acceptable to Us and in an amount determined by Us. The Security shall remain in place regardless of any termination of this Agreement for as long as You have residual or contingent liabilities to Us, but not to exceed a period of three (3) Months from Termination.

6.3. Without restricting Our discretion under clauses 6.1 and 6.2, We may take into consideration, amongst others, the following factors when determining the amount to be secured in Security:

6.3.1. the risk of You ceasing or transferring Your business or a substantial part thereof;

6.3.2. the risk of You materially altering the nature of Your business;

6.3.3. Your overall financial standing;

6.3.4. the risk of You becoming insolvent or otherwise unable to pay debts as they fall due;

6.3.5. where We reasonably believe that You will not be able to perform Your obligations under this Agreement;

6.3.6. Your currency exchange movements, frequency and volume.

6.4. You agree to provide Us, upon reasonable request and at Your expense, with information about Your financial and operational status, including but not limited to the most recent financial statements and management books, records and accounts. You shall also undertake, at Your own expense, any further action (including executing any necessary documents and registering any form of document) necessary to establish such Security as We reasonably require.

6.5. We shall have the right, at any time, without notice to offset any claims, costs, charges, penalties and expenses to which We may be entitled under this Agreement from any Security, Reserve or current balance in Your EMA facility. In addition, You shall pay such amounts as We notify You into the Reserve to replenish any deducted amount. If We require, You shall pay such amounts into Your EMA facility as reasonably determined by Us to fund a Reserve or to react to any increased risk of payment reversals that are not covered by Your EMA facility's then current balance.

6.6. Notwithstanding any of the foregoing, where You incur a negative balance on Your EMA facility or become otherwise liable for the repayment of monies, You shall be obliged to make good such negative balance or make a corresponding payment to Us within seven (7) days of Our request or demand for such payment. In respect of overdue payments, We have the right to charge interest in the amount of 6% above the Bank of England daily rate per year (accruing daily).

6.7. A Daily Holding Fee per Schedule 2 will be applied to applicable currencies daily on the inter-day balance of Security held and will be deducted from your ISXMoney EMA balance monthly. Where there is insufficient balance in any particular currency, We may debit any other EMA in any currency subject to Currency Exchange Fees per Schedule 1 (where applicable).

6.8. Return of Security will be by means of a Corporate Payout or to ISXMoney EMA Account.

7. Rolling Reserve Account

7.1. If We elect that the establishment of a Rolling Reserve is required for any ISXMoney Service offered, then We shall be entitled to prevent You from withdrawing a sum determined by Us and indicated on Schedule 1 from Your EMA facility. The amount of the Reserve (either expressed as an absolute

amount or as a percentage of past payments into Your EMA facility) shall be determined by Us from time to time in Our sole discretion, and, if it is to be modified from that shown in Schedule 1 for any applicable ISXMoney Service, shall be subject to a thirty (30) day notification period. We shall establish a Rolling Reserve Account where Client Funds shall be held until released to You on a rolling (business) daily basis. Where a Reserve has not been established at the commencement date of this Agreement, We shall notify You of the imposition of a Rolling Reserve, its method of calculation, its amount as well as any increase or reduction of the Rolling Reserve without undue delay in writing at any time with thirty (30) day's notice during the term of this Agreement.

- 7.2. Where the flykk® service is activated, and utilised by You, We are authorised to establish an EMA in Your name with an ISXMoney EMA on the terms set out in this Clause 7 (Rolling Reserve Account), for each currency in which You make or receive Transactions.
- 7.3. We require the establishment of a Rolling Reserve Account for EMA with regards to any APP Scam claims that may arise pursuant to Clause 9 (Authorised Push Payment Scam (APP Scam)). Funds allocated to the Rolling Reserve Account established for APP Scam claims shall be held for a period of thirteen (13) months, during this period We shall have the right to offset against any amounts held therein in respect of APP Scam claims. Following the expiry of the applicable minimum holding period, such funds shall be released on a rolling basis, either daily or weekly.
- 7.4. The Rolling Reserve Account shall, where insufficient funds are available in any of Your EMA:
- act as a funding source for recalls, chargebacks, and reversals originating from End Users where there are insufficient funds in any other EMA; and
 - act as a funding source for payment of third party fines; and
 - act as a funding source for Our fees; and
 - provide temporary liquidity for currency exchange, with the Rolling Reserve Account balance to be restored to its state prior to any debits associated with currency exchange, by transferring Your funds from Your EMA as soon as practicable; and
 - to provide additional Security per Clause 6.
- 7.5. We may, in Our absolute discretion, by written notice to You, require that the whole or a portion of the value of any Transactions payable to You be deposited into the Rolling Reserve Account. The portion payable and the duration that it shall be held shall be as shown in Schedule 1.
- 7.6. The initial value of the reserve shall be calculated daily against Your daily Transaction amounts using the percentage nominated in this Agreement. The funds, subject to Clause 7.8 or unless otherwise notified to You in writing, shall be held for a 180 day or 26-week period and released on a daily or weekly rolling basis thereafter, unless agreed otherwise by written variation in Schedule 1 for each applicable ISXMoney Service.
- 7.7. A fee equivalent to the **Schedule 2** Daily Holding Fees will be applied daily on the inter-day balance of the Rolling Reserve Account for each currency held where a fee is applicable and will be deducted from your ISXMoney flykk® Service specific EMA monthly. Where there is insufficient balance in any particular currency or ISXMoney Service specific Account, We may debit any other ISXMoney EMA (in any currency) subject to Currency Exchange Fees per Schedule 1.
- 7.8. We may amend the calculation on thirty (30) days' notice to You including varying the percentage or the period referred to in Clause 7.5.
- 7.9. In the event that inbound transactions to your EMAs cease or materially decline over a 30-day period, We may freeze the Rolling Reserve Account and not release funds until such time as inbound transactions recommence to a similar volume as averaged over prior periods.
- 7.10. Return of Rolling Reserve will be to an ISXMoney EMA, or in the event of the Agreement being terminated, via a Corporate Payout.

8. Debits and Set-Off

We may marshal and exercise Our rights of set-off against any Security We hold from Your ISXMoney Account or in relation to your indebtedness in respect of Your liability under this Agreement.

We may also:

- debit any of your EMAs; or

- debit a Rolling Reserve Account established under Clause 7; or
- deduct and set-off from Your settlement funds; or
- debit funds credited to Your Account in error; or
- invoice You separately for any of the following amounts:
 - Any VAT charges that may become applicable;
 - reversals, refunds and recalls including for negative balances at Settlement, for Card, SEPA transactions, OCT and APMs;
 - Invalid Transactions (including Chargebacks and Our related losses);
 - Fees as set out in the Fee Schedules (if applicable);
 - fees and fines imposed by any Card Schemes resulting from exchanges or your Chargebacks or your acts or omissions;
 - government charges; and
 - any other amounts then due from You to Us, whether or not arising out of or related to this Agreement.

f) We may also charge interest on amounts outstanding where there were insufficient funds in Your ISXMoney EMA to satisfy the above amounts.

g) Despite any other provision of this Agreement, We may at any time without notice to You set-off any Liability owed by Us to You on any EMA against any Liability owed by You to Us under or in connection with this Agreement. For the purpose of this clause, "Liability" means any debt or monetary liability, irrespective of whether the debt or monetary liability is future, past or present, actual or contingent.

9. Authorised Push Payment Scam (APP Scam)

- 9.1. The Payment Services User may be eligible for reimbursement in the event of an APP Scam. To file a claim for an APP Scam:
- the Payment Services User must be a natural person, sole trader, micro-enterprise, or a charity;
 - the Payment Services User must have an Account that includes a GBP balance;
 - the payment must have been made from the GBP balance to a GBP bank account in the UK;
 - the GBP payment must have been sent using local payment methods such as FPS or CHAPS, not via international payments or payments through other systems like SWIFT;
 - the payment must have been made on or after 7th of October 2024; and
 - the claim must have been made within thirteen (13) months of the last relevant transaction by the Payment Services User.
- 9.2. If the payment is eligible as an APP Scam, the Payment Services User should report this to the Police as soon as possible. This must be done within thirteen (13) months of the transaction. The Payment Services User can report multiple transactions related to the same APP Scam in one claim. We may ask for the Payment Services User's permission to report the scam to the Police on the Payment Services User's behalf. If the Payment Services User does not give permission, it could affect their reimbursement eligibility.
- 9.3. We will assess the Payment Services User's claim within five (5) Business Days. However, depending on the specifics of each case, it can take up to thirty-five (35) Business Days for Us to complete a thorough investigation. The maximum reimbursement amount of each claim is £85,000, and up to

the value as set and published by the Payment Systems Regulator from time to time, subject to a maximum claim excess of GBP (£) 100 that the sending PSP may charge.

- 9.4. The reimbursement may be reversed if it is later discovered that the Payment Services User has acted fraudulently, or if the Payment Services User has already received a refund for the same loss from someone else.
- 9.5. The liability along with the allocation of reimbursement will be shared equally (50/50) between the sending PSP and Our (the receiving PSP) Clients. Having reimbursed the Payment Services User, the sending PSP is entitled to compensation from Us for 50% of the reimbursable amount paid to the Payment Services User. We are authorised to debit any of the Client's EMAs or debit a Rolling Reserve Account established for this purpose for the reimbursable amount.
- 9.6. We do not have to contribute to the reimbursement to the extent that the sending PSP chooses:
- i) not to apply the claim excess, or to pay more than the maximum level;
 - ii) to reimburse a claim submitted after the 13-month limit; or
 - iii) to reimburse a claim that is a first-party fraud or where a non-vulnerable Payment Services User acting with gross negligence failed to satisfy the consumer standard of caution.
- 9.7. In the event You are liable for any amounts owed to Us due to the APP Scam reimbursement, We will immediately deduct such amounts from Your EMA(s) or the dedicated Rolling Reserve Account. If the balance in Your EMA(s) is insufficient for the APP Scam reimbursement, money must be added to Your E-Money Account or Rolling Reserve Account immediately.

10. ANTI MONEY LAUNDERING

We advise that Transactions may be delayed, blocked, frozen or refused where We have reasonable grounds that You may have breached the United Kingdom's law, EU law or EU sanctions. You acknowledge and agree that We will not be liable for any loss suffered by You as a consequence of such action. Further, all Payment services, including APM, SEPA, Target2, FPS, CHAPS and SWIFT transactions must comply with UK's Wire Transfer Regulations and/or **EC Regulation 2015/847** (as amended by the Money Laundering and Transfer of Funds (Information) (Amendment) (EU Exit) Regulations 2018).

11. Warranties

Each Party warrants and represents to the other Party that:

- 11.1. it has and will maintain all required rights, powers and authorisations (in the case of ISXMONEY the UK Financial Conduct Authority, UK EMI authorisation) to enter into this Agreement and to fulfil its obligations hereunder;
- 11.2. it will perform its obligations hereunder with reasonable skill and care; and it has in place and will maintain adequate facilities (including staff training, internal controls and technical equipment) to comply with its data protection, in the case of ISXMONEY with the Data Protection Act 2018 (DPA), and confidentiality obligations thereunder.

12. Additional Client Warranties

You warrant and represent that:

- 12.1. where You are a registered entity (in any form, e.g. LLC), You will have and maintain at least one (1) director, or the company's secretary or ultimate beneficial owner who is domiciled in the place of Your incorporation and registered address or preferably, within the European Economic Area, **United Kingdom**, Isle of Man or Channel Islands;
- 12.2. where flykk® or Direct Retail Access is approved by Us, it will have management, staff and facilities present in the United Kingdom, Isle of Man or Channel Islands to facilitate the delivery, support, warranty, refund and replacement of the products and services it offers via its websites or otherwise.
- 12.3. where You provide product or services directly to flykk® End Users that You will deliver the Client Products/Services to its flykk® End Users without undue delay;
- 12.4. the Client Products/Services that are made available to flykk® customers comply with applicable law in any jurisdiction in or to which You are making its goods and services available;
- 12.5. You have at all times all requisite licences and permits in place to engage

in the advertising and provision of Your goods and services;

- 12.6. You shall ensure that at all times You hold relevant license as required to supply Your own products and/or services to the public for the United Kingdom or any other jurisdiction in which You intend to operate the emoney issue/redemption service. Scheme fines may apply where appropriate license is not held; and
- 12.7. You are not receiving funds in connection with any illegal, fraudulent, deceptive or manipulative act or practice and that You are not sending or receiving funds to or from an illegal source.
- 12.8. You will maintain sufficient balance in an ISXMONEY EMA Account at all times to cover the provision of the Payout and/or OCT Services and any associated fees.
- 12.9. The persons nominated by You to whom We will allocate security credentials for SEPS, CEPS and/or Payout Service are authorised to operate the Services and Accounts activated by Us.
- 12.10. You have sufficient processes and security on Your systems to safeguard against any unauthorised usage of the Payout Service, including the Server-to-Server Payout Service.
- 12.11. Unless Direct Retail Access is approved by Us, You shall not solicit or encourage payments from natural persons to Your ISXMONEY EMA, and shall not make any outgoing payments, including by way of the ISXMONEY EMA, the Payout Service or OCT. In such a case, You acknowledge that payments from and/to natural persons must be exclusively via the flykk® service.

13. Fees

- 13.1. The fees payable by You for the ISXMONEY Services are as set out in Schedules 1, 2 and 3.
- 13.2. In accordance with clause 13.1 above, and as indicated in Schedule 1, subject to Your risk categorisation, exposure and any other criteria that will be perceived by Us as of key importance for the proper management and control of risks related to You, We shall have a right to apply a "low activity" fee from the third (3rd) month on all accounts held with Us. The low activity fee may be deducted from Your corporate Account, or Security, or Rolling Reserve Account.
- 13.3. If the EMA Facility is inactive for twelve (12) months consecutively, then We may at Our sole discretion deem the Account(s) inactive and apply the "Inactivity Fee" specified in Schedule 1. The Inactivity Fee shall be applied on a monthly basis, starting from the thirteenth (13th) month from the last transaction performed. Upon the E-money Account balance becoming Nil (0), We shall inform You regarding termination of this Agreement and the closure of the Account(s).
- 13.4. Unless otherwise indicated, fees are quoted in GBP. Where Currencies other than GBP are enabled in Schedule 6, then fees in those other currencies shall be included in Schedule 1.
- 13.5. Inclusion of any non-natural person as a beneficiary in the outgoing transfer service for either UK (GBP) transaction or the Dedicated Open Banking IBAN, is subject to the Supplier Customer Due Diligence fee per each included beneficiary entity.
- 13.6. Fees are quoted exclusive of Value Added Tax. In case Value Added Tax or any other sales tax is or become chargeable, We will add such tax to the amount payable but shall, where required, provide information on the net amount, the amount of tax and the tax rate applied.
- 13.7. Any fee payable by You shall be deducted from the EMA facility balance. If the EMA facility balance is insufficient, or the EMA facility balance becomes negative, We reserve the right to invoice You for any shortfall.

We may marshal and exercise Our rights under any security We hold from You or in relation to Your indebtedness in respect of Your liability under this Agreement. We may debit

funds credited to Your EMA in error.

- 13.8. The fees are subject to change pursuant to clause 14.
- 13.9. Where We are unable to deduct any fees or other monies payable by You from the balance of the EMA facility We shall issue an invoice for the amount owed. We may invoice You separately for any VAT charges that may be applicable. Invoices are payable within fifteen (15) days of the date of the invoice. In case of overdue payments, We reserve the right to (i) charge interest in the amount of 6% (six) above the Bank of England daily cash rate, per year (accruing daily); and/or (ii) terminate this Agreement with immediate effect by giving You written notice.

14. Change of Terms and Conditions

This Agreement is subject to change from time to time. Unless otherwise agreed, changes may be made by notice from Us to You under the following procedure:

- 14.1. We shall give You notice of any proposed change to this Agreement (a "Change Notice").
- 14.2. A Change Notice may be given by letter to Your current or last known trading address or Your registered office or by email to any of the emails registered with Your EMA facility.
- 14.3. The proposed change shall come into effect automatically:
- 14.3.1. three (3) months after the date of receipt of the Change Notice if the Client is a Micro-Enterprise or Small Charity, unless You give Us a written notice that You object to the proposed changes; or
- 14.3.2. three (3) weeks after the date of receipt of the Change Notice if You are not a Micro-Enterprise or Small Charity, unless You give Us written notice that You object to the proposed changes;
- (in each case, an "Objection Notice").
- 14.4. We may stipulate in a Change Notice a different time period for the coming into effect of any change, provided that this may not be less than three (3) months for Micro-Enterprises and Small Charities and not less than three (3) weeks after the date of receipt of the Change Notice if You are not a Micro-Enterprise or Small Charity.
- 14.5. If no Objection Notice is received by Us within the stipulated time frame, You are deemed to have accepted the change.
- 14.6. You have the right to terminate this Agreement with immediate effect at any time and without charge after receiving a Change Notice and before any change stipulated in the Change Notice becomes effective.
- 14.7. Unless the Parties agree otherwise and subject to clause 14.6, Your Objection Notice shall be deemed to constitute a notice to terminate this Agreement with the termination effective immediately before the date on which the proposed change would otherwise come into effect under clause 14.3.

15. Taxes

It is Your responsibility to determine which, if any, taxes apply to the payments received or made, and to report and remit the correct tax to the appropriate tax authority. We are not obligated to determine whether taxes apply, and is not responsible to collect, report, or remit any taxes arising from any Transaction.

16. Intellectual Property

- 16.1. For the duration and strictly for the purpose of this Agreement, the Parties grant each other a non-exclusive, worldwide, royalty-free, non-transferable licence to copy, use and display any Trademark, logo, Your trademark, trade name or other copyright protected intellectual property owned by, or licensed to the other Party, to the extent that the Party is entitled to grant a sublicense.
- 16.2. Any use, adaptation or amendment of intellectual property (except for non-material adaptation or amendments necessitated by the use for a particular purpose as contemplated by the Parties) shall be subject to prior written approval by the Party licensing the intellectual property in question. No Party shall use the other Party's intellectual property, patents or designs or mention the other party in any public communication without the first Party's prior written approval.
- 16.3. Except as expressly stated, nothing in this Agreement shall grant or be deemed to grant to any Party any right, title or interest in any patents,

designs, source code, logos, trademarks, trade names or other intellectual property licensed to that Party by the other Party.

- 16.4. In using the other Party's intellectual property (or intellectual property licensed to that other party by a third party), each Party shall follow the other Party's reasonable instructions having regard to the purpose of such use under this Agreement and the jurisdiction in which the other Party's intellectual property is used. With respect to intellectual property owned or licensed by Card Scheme or Payment Schemes, You shall also follow instructions given by the relevant Card Scheme or Payment Scheme. You shall not use such intellectual property in a way that is or may be detrimental to the business or brand of the relevant Card or Payment Scheme.
- 16.5. Each Party warrants and represents that it owns or has the right to use and sub-licence any intellectual property which it uses or licenses for use to the other Party.
- 16.6. Without prejudice to Our right to give instructions under clause 16.4, We reserve the right at any time and in Our sole discretion to require You to stop displaying, distributing or otherwise making use of the intellectual property licensed to You by Us.
- 16.7. Each Party ("Indemnifying Party") shall indemnify and hold harmless the other Party and its employees and directors ("Indemnified Party") for and against any and all claims, losses, liabilities, costs expenses or damages (including reasonable legal fees) incurred by reason of any claim, demand, lawsuit or action by a third party (other than an employee or director of the Indemnified Party) resulting from an actual or alleged infringement of any third party intellectual property right in connection with material provided by the Indemnifying Party.
- 16.8. The indemnity under clause 16.7 shall only be available if the Indemnified Party:
- 16.8.1. uses reasonable efforts to notify the Indemnifying Party of such claim as early as possible and in writing;
- 16.8.2. uses reasonable efforts to mitigate the loss or amount of the claim;
- 16.8.3. refrains from admitting any liability or settling any claim without the prior written consent of the Indemnifying Party; and
- 16.8.4. provides, at its own cost, reasonable cooperation in the defence or settlement of such claim.

17. Liability

- 17.1. Neither Party shall be liable in contract, tort (including negligence or breach of statutory duty) or otherwise for any Indirect Loss or consequential loss or damage of any kind including punitive or exemplary damages or for any loss of profit or loss of contract, loss of goodwill or reputation, loss of opportunity, loss of revenue or third-party loss whether foreseeable or otherwise.
- 17.2. Subject to clauses 17.3, 17.4 and 17.5 and any other clause explicitly excluding the effect of this clause, Our aggregate liability in contract, tort, negligence or otherwise arising out of or in connection with this Agreement in any period of twelve (12) months from the commencement date or any anniversary thereof (each a "Contract Year") shall be limited to the lower of (i) GBP ten thousand (£10,000) or (ii) the total amount of fees received by Us from You in the previous Contract Year (or, in the first Contract Year, the fees received to date).
- 17.3. Nothing in this Agreement shall operate to exclude or restrict a Party's liability:
- a) for fraud and fraudulent misrepresentation;
- b) for death or personal injury due to negligence;

- c) for payments pursuant to clauses 4.2, 6.6 and 13;
- d) for remittance payments due to You, subject to the provisions of this Agreement;
- e) for wilful and malicious misconduct;
- f) for damage to real or tangible personal property;
- g) for a breach of clause 18 (Confidentiality) (subject to clause 17.6); and
- h) to the extent that such exclusion or restriction in the liability restrictions of clauses 17.1 and 17.2 shall not apply, You shall be prohibited under applicable law.

17.4. Unless expressly stated otherwise, no indemnity obligation under this Agreement, or the Payidentity Terms shall be subject to the limitations of liability contained in this clause 17 other than clause 17.1.

17.5. In case You breach any of the clauses 5.3 to 5.8 (inclusive), clause 7, clause 12, or clause 16 (with regard to intellectual property licensed You under a sub-license granted by any Card or Payment Scheme) You shall indemnify Us against all third-party claims, losses, damages, fines, penalties, arising out of or in connection with such breach provided always that any contributory negligence on Our part shall be taken into account so as to reasonably and proportionately reduce Your liability under this clause.

17.6. We shall not be liable for any of the following:

- 17.6.1. Your hardware, software or internet connection is not functioning properly; or
- 17.6.2. there is a general outage of internet services in either of Cyprus, Germany, Luxembourg or Lithuania; or
- 17.6.3. Amazon Web Service outages in Germany, France or the United Kingdom; or
- 17.6.4. any service outage of the CHAPS, BACS, Faster Payments, SEPA or SWIFT systems, including any payments service outage at the European Central Bank, Bank of Lithuania, Central Bank of Cyprus, Bank of England, or PayUK; or
- 17.6.5. any suspension or refusal to accept payments which We reasonably believe to be made fraudulently or without proper authorisation; or
- 17.6.6. the payment instructions received contain incorrect or improperly formatted information; or
- 17.6.7. unforeseen circumstances preventing the proper performance despite any reasonable precautions taken by Us. Such circumstances may include but are not limited to acts of God, power outages, fire, flood, theft, equipment breakdowns, network issues including the payment network, hacking attacks, internal mechanical or systems failures (either our own or 3rd party on whom we rely) as well as downtimes of Our Website.

18. Confidentiality

- 18.1 During the term of this Agreement and thereafter, each Party shall use and reproduce the other Party's Confidential Information only for purposes of this Agreement and only to the extent necessary for such purpose and will restrict disclosure of the other Party's Confidential Information to its employees, consultants, advisors or independent contractors with a need to know and will not disclose the other Party's Confidential Information to any third party without the prior written approval of the other Party.
- 18.2 Notwithstanding the foregoing, it will not be a breach of this Agreement for either Party to disclose Confidential Information of the other Party if required to do so under law or in a judicial or governmental investigation or proceeding.
- 18.3 The confidentiality obligations shall not apply to information that (i) is or becomes public knowledge through no action or fault of the other Party; (ii) is known to either Party without restriction, prior to receipt from the other Party under this Agreement, from its own independent sources as evidenced by such Party's written records, and which was not acquired, directly or indirectly, from the other Party; (iii) either Party receives from any third party reasonably known by such receiving Party to have a legal right to transmit such information, and not under any obligation to keep such information confidential; or (iv) information independently developed by either Party's employees or agents provided that either Party can show that those same employees or agents had no access to the Confidential Information received hereunder.

19. Data Protection

- 19.1. Each Party, when acting as data processor, shall process personal data in accordance with Regulatory Requirements, in Your case with "The Data Protection Act 2018".
- 19.2. Where one Party acts as the data processor ("Data Processor") of personal data processed by the other Party as data controller ("Data Controller"), the Data Processor shall at all times follow the Data Controller's reasonable instructions with regards to the personal data processed.
- 19.3. In case You integrate any ISXMoney Services including Evidence of Identity and gateway functionality in order to facilitate payments to or by new ISXMoney Suppliers or End Users, You shall procure all necessary consents from such Suppliers or End Users to process and share with Us any data required to facilitate the use of such Evidence of Identity and gateway functionality.

20. Declaration

- 20.1. You declare that You are the owner and have a license for the provision of the services on the website(s) as indicated in the Schedule 4 and to have full control and authorization of the websites content, whereby for any regulated service that access to the Website is restricted to persons above the age of 18 years.
- 20.2. You agree that for any new URL submitted for processing under this Agreement, to accept the terms of this Agreement and that You will not use ISXMoney's Services for transactions relating to:
 - (a) sales made under a different trade name or business affiliation than indicated on this Agreement or otherwise approved by Us in writing;
 - (b) any transaction that violates any law, ordinance, or regulation applicable to my business;
 - (c) sales by third parties not a party to this Agreement;
 - (d) supply Cash, traveler's checks, Cash equivalents, or other negotiable instruments;
 - (e) natural Persons where Direct Retail Access has not been approved, and that it shall not direct any Person purchasing goods or services from its website to make payment via CHAPS, BACS, Faster Payments, SEPA or SWIFT to an IBAN issued by ISXMoney.
- 20.3. You further declare that You have not ever been involved in excessive chargebacks, fraud or card scheme or copyright content violation, nor have You ever terminated by any card scheme acquirer or asked by an acquirer to terminate an agreement within a set period of time.
- 20.4. You shall implement and maintain geo restrictions consistent with Schedule 5 in connection with any ISXMoney Service.

21. Termination

- 21.1. Without prejudice to termination rights under these Terms of Use, We may terminate this Agreement immediately:
 - 21.1.1. if You file a petition for bankruptcy, become insolvent, or make any arrangement or composition with or assignment for the benefit of Your creditors, or a receiver is appointed for You or Your business, or You go into liquidation either voluntarily (otherwise than for reconstruction or amalgamation) or compulsorily; or
 - 21.1.2. upon the occurrence of a material breach of this Agreement by You if such breach is not remedied within five (5) Business Days after written notice is received by You identifying the matter or circumstances constituting the material breach; or
 - 21.1.3. if You violate or fail to comply with any applicable law, regulation or any order by a competent court or government authority; or
 - 21.1.4. solicit, encourage and/or accept payments from

natural Persons when We have not approved Direct Retail Access.

21.2. You may terminate this Agreement at any time without reason by giving Us at least thirty (30) days' written notice.

21.3. We may terminate this Agreement by written notice at any time:

21.3.1. By providing three (3) months' notice. We are obligated to provide You with a reason for terminating the Agreement, which may include, but is not limited to, account inactivity and/or zero balance.

21.3.2. Immediately, without any notice period if:

21.3.2.1. We are unable to comply with Our obligations under the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017; or

21.3.2.2. In Our sole opinion, We have reasons to suspect a payment service provided under the framework contract has been used, is being used or will be used in connection with a serious crime; or

21.3.2.3. Any service or facility We provide is required to be closed in accordance with the Immigration Act; or

21.3.2.4. In the exercise of their powers, the FCA, the Treasury or the Secretary of State require the framework contract to be terminated; or

21.3.2.5. We reasonably believe that:

21.3.2.5.1. in the course of providing services to You, We have engaged in conduct that involves, or is likely to involve, the commission of an offence; and the service provided under the framework contract has been used in connection with that conduct. You provided incorrect information prior to, or when entering into this Agreement, and had the correct information been provided to Us would not have entered into this Agreement.

21.3.2.6. We consider that Your conduct in relation to a person acting for or on Our behalf amounts to the commission of an offence under:

21.3.2.6.1. section 4 (fear or provocation of violence), 4A (intentional harassment, alarm or distress), or 5 (harassment, alarm or distress) of the Public Order Act 1986; or

21.3.2.6.2. Article 9 of the Public Order (Northern Ireland) Order 1987 (use of words or behaviour or display of written material); or

21.3.2.6.3. the Protection from Harassment Act 1997; or

21.3.2.6.4. the Protection from Harassment (Northern Ireland) Order 1997; or

21.3.2.6.5. section 38 of the Criminal Justice and Licensing (Scotland) Act 2010 (threatening or abusive behaviour).

21.4. You may complain about the termination of this Agreement by emailing us at complaints@isxfinancial.uk

21.5. If you are unsatisfied with Our response to Your complaint, You may complain directly to the Financial Ombudsman at <https://www.financial-ombudsman.org.uk/make-complaint>.

21.6. Security and Rolling Reserve shall be retained for a period of up to eighteen (18) months from date of Termination, with the right to be offset by Us against chargebacks, fines, recalls, refunds, reversals and fees reserved. Rolling Reserve Account established for APP Scam claims shall be retained for a period of thirteen (13) months, with the right to be offset by Us. The date of termination shall be calculated from the date We notify in writing under Clause 21.3.

22. Assignment, Third Party Rights

22.1. You may not assign any of its rights under this Agreement to a third party without Our prior written consent.

22.2. You may not out-source the performance of any of Your obligations under this Agreement without Our prior written consent, such consent not to be unreasonably withheld.

22.3. No person who is not a party to this Agreement shall have rights under the UK Contracts (Rights of Third Parties) Act 1999 or otherwise to

enforce any term of this Agreement.

22.4. In case You:

22.4.1. acquire another existing Client of Ours or its business;

22.4.2. are acquired or Your business is acquired by another existing Client of Ours;

22.4.3. merge with another existing Client of Ours; or

22.4.4. enter into a cooperation with another existing Client of Ours

You shall pay, upon Our notice to You, either:

(i) Your current fees or (ii) the current fees applicable to the other Client or (iii) such reasonable combination of Your own current fees and the fees payable by the other Client as determined by Us. We shall send a notice within one (1) month of the later of

(a) completion of the acquisition, merger or cooperation, or
(b) We gaining knowledge of such acquisition, merger or cooperation. If no notice is sent within this time period, You shall continue to pay Your current fees. In case You are a Micro-Enterprise or Small Charity, the fee change shall apply on the date which is three (3) months after You receive the notice. Any change to the fees will be treated as a change to this Agreement for the purposes of clause 14. Notwithstanding clause 14 in case You are not a Micro-Enterprise or Small Charity, the fee change shall apply on the date which is one (1) week after You received the notice.

23. Relationship of the parties

You and We are independent contractors under this Agreement, and nothing herein will be construed to create a partnership, joint venture or agency relationship between Us. Neither Party has authority to enter into agreements of any kind on behalf of the other.

24. Non-solicitation of employees

You undertake that You will not for the term of this Agreement and a period of six months thereafter on Your own behalf or on behalf of any person directly or indirectly canvass, solicit or endeavour to entice away from Us or an associated company any person who has at any time during the term of this Agreement been employed or engaged by Us or an associated company.

25. Notices

25.1. Any notice to be given under this Agreement must be given in writing and delivered either by hand, first class prepaid post or other recognised delivery service, or by email. Notwithstanding the foregoing, We may give notice to You by sending an email to any of the email addresses registered with Your EMA facility.

25.2. The Parties agree to conduct all communication in relation to this Agreement in English. Where We send or accept communication in another language, this shall be for convenience only and shall not change English as the agreed language of communication for future communications.

26. flykk® End User Dispute Policy

You acknowledge that where You receive eMoney for redemption from a flykk® End User that it is subject to the flykk® dispute resolution process outlined below and will be charged a Dispute Fee. The flykk® End User Dispute Policy consists of the flykk® retail customer dispute terms and conditions and the Merchant terms and conditions. Where a flykk® End User disputes a transaction, We will request evidence from both Parties to satisfy that the transaction was executed and services and/or products delivered to the End User, as described by the Merchant. You grant to Us sole discretion to determine the dispute in Your favour or End User, and to refund the End User for any amount up to the full value of eMoney transferred to You by the End User. Any refund to the End User may be deducted from any EMA held

with Us by You. You may request that We review Our decision by means of Adjudication, where We may further present Our case. As part of that Adjudication, We may ask both parties for further evidence related to the dispute and shall determine the dispute based upon the principles of chargeback management per the latest Mastercard Rules. You shall accept Our determination as final. You shall be charged a Dispute Fee for each dispute raised, and, where You elect to have the matter Adjudicated, the Adjudication Fee shall be applied.

EMA and Service Details

To be advised with Welcome Letter

27. Choice of law and forum

This Agreement and any legal relationship between the Parties arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales regardless of the venue or jurisdiction in which a dispute is being determined. Each Party hereby irrevocably submits to the non-exclusive jurisdiction of the Courts of England and Wales.

28. Waiver

Any waiver of a right under this Agreement shall only be effective if agreed or declared in writing. A delay in exercising a right or the non-exercise of a right shall not be deemed a waiver and shall not prevent a Party from exercising that right in the future.

29. Severability

If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Agreement, which shall continue to be valid and enforceable to the fullest extent permitted by law.

30. Entire Agreement

This Agreement including all Schedules and other documents referred to herein and the Terms of Use and all documents referred to therein, represents the entire agreement of the parties in relation to its subject matter. Each Party acknowledges that it has entered into this Agreement in reliance only on the representations, warranties, promises and terms contained in this Agreement and, save as expressly set out in this Agreement, neither Party shall have any liability in respect of any other representation, warranty or promise made prior to the date of this Agreement unless it was made fraudulently.

31. Counterparts

This Agreement may be executed in two or more counterparts, each of which together will be deemed an original, but all of which together will constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery originating from the URL domain of the originating Party of a ".pdf" format data file, such signature will create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such agreement was wet signed.

32. Variation

Subject to clause 14 above, no variation or amendment to this Agreement shall be effective unless recorded in writing and signed by the duly authorised representatives of both Parties.

Execution

Execution as a legally binding agreement by the Parties, in accordance with the laws of the England, is recorded by the placement of a signature by persons duly authorised on Schedules 1 to 6 (Revision 1).

Attachments forming part of this Agreement

- **Fees and Charges: Schedule 1**
- **Daily Holding Fees: Schedule 2**
- **Identity Verification Fees: Schedule 3**
- **Approved Websites: Schedule 4**
- **Jurisdictional Restrictions: Schedule 5.** ISX Financial UK Ltd reserves the right to amend the Schedule 5 without notice.
- **Currencies Enabled: Schedule 6**
- **Application Form(s), including material submitted as part of the Application process.**