

This **TRIPARTITE AGREEMENT** (“the **Agreement**”) is entered into upon signing (the “**Effective date**”) between:

- 1) **Surfboard Payments AB**, a company duly incorporated and organized under the laws of Sweden, having its registered office at Torsgatan 30, 113 21 Stockholm, and with company registration number 559214-0437 (hereinafter “**Payment Facilitator**”);
- 2) **[SUBMERCHANT]**, a company duly incorporated and organized under the laws of **[COUNTRY]**, having its registered office at **[ADDRESS]**, and with company registration number **[XXXXXXXX]** (hereinafter “**Submerchant**”); and
- 3) **Bambora AB**, (trading as Worldline Nordics), a company duly incorporated and organized under the laws of Sweden, having its registered office at Hammarby kaj 10 D, 120 32 Stockholm, Sweden, with company registration number 556233-9423 (hereinafter “**Acquirer**”).

Payment Facilitator, Submerchant and Acquirer are individually referred to as a “**Party**” or collectively as the “**Parties**”.

WHEREAS:

- A) Payment Facilitator and Submerchant have entered into an agreement for the provision of certain payment services, including the processing of Submerchant’s payment transactions (Partner Agreement regarding **SURFBOARD AGREEMENT NAME**, hereafter referred to as the “**Partner Agreement**”).
- B) Payment Facilitator and Acquirer have on the 19th of November 2021 entered into a “**Payment Facilitator Agreement**” to enable Acquirer (in its capacity as Scheme principal member and Swedish licensed payment institution) to assist Payment Facilitator in processing Payment Facilitator merchant payment transactions such as those undertaken by the Submerchant.
- C) Under the Card Scheme Rules, the Submerchant is, *inter alia*, required to enter into a direct agreement with the Acquirer when combined annual transaction volumes of the Submerchant exceed certain thresholds.
- D) To enable the Acquirer to comply with applicable laws, regulations and Card Scheme Rules when providing its services, **IT IS THEREFORE AGREED THAT THE FOLLOWING SHALL APPLY WHEN SUBMERCHANT’S TRANSACTION VOLUME EXCEEDS AT ALL TIME APPLICABLE CARD SCHEME THRESHOLDS:**
 1. The Payment Facilitator will upon request provide the Acquirer with all information the Payment Facilitator has obtained during its mandatory screening on Submerchant in accordance with section 6 in the Payment Facilitator Agreement and the Submerchant accepts that the Payment Facilitator provides such information to the Acquirer.
 2. The Payment Facilitator is the contact person of Submerchant for any and all questions related to this Agreement. The Acquirer may contact the Submerchant directly if required to fulfill its regulatory obligations or obligations towards the Card Schemes. In such case, the Submerchant shall promptly inform the Payment Facilitator thereof and provide the Acquirer with information and/or documentation asked for.
 3. The Acquirer will (continue to) process transactions on behalf of the Submerchant and will (continue to) send collected payments on behalf of Submerchant to the Payment Facilitator and will (continue to) make

settlement to the Payment Facilitator as agreed in the Payment Facilitator Agreement. However, should the Payment Facilitator - for whatever reason - be prevented to fulfill its duties and obligations towards the Submerchant, i.e. collect payments on behalf of the Submerchant, the Acquirer will settle directly to the Submerchant.

4. The Partner Agreement will remain in force unchanged by this Agreement, which means that Payment Facilitator will, amongst other collect the funds on behalf of the suppliers of payment methods (including the transactions processed under this Agreement). The Payment Facilitator will invoice the Submerchant for the services rendered (including the applicable fees for transactions processed under this Agreement).
5. The Submerchant explicitly accepts that the Payment Facilitator collects the funds and will settle with the Submerchant. The Submerchant will not hold Acquirer liable for any wrong or missing pay out and/or transaction.
6. The Submerchant undertakes in relation to services provided under Section D) 3. in this Agreement, to comply with the Acquirer's *General terms and conditions for card acquiring transactions*, as amended from time to time, on www.bambora.com. Furthermore, the Submerchant undertakes to comply with Card Scheme Rules and operating instructions issued from time to time by the Card Schemes and to indemnify and reimburse the Acquirer for any penalties, costs, losses, assessment or fines imposed on the Acquirer due to Submerchant's breach of Card Scheme Rules or applicable laws. In the event of any conflict between Acquirer's General terms and conditions for card acquiring transactions and this Agreement, the provisions of this Agreement will prevail.
7. This Agreement shall constitute Acquirer's and Submerchant's entire agreement in relation to processing of payment transactions and shall be applied parallel to the Payment Facilitator Agreement and Partner Agreement.
8. This Agreement shall be effective as per Effective date and shall remain in full force and effect until terminated, amended, prolonged or novated, subject to the same notice period as that set forth in the agreement between the Payment Facilitator and the Submerchant, being the following: *30 days for any reason or none if the conditions set out in section 34, paragraphs 3 and 4 of the Merchant Agreement are met*. The Agreement shall automatically be terminated in the event the Payment Facilitator Agreement or Partner Agreement is terminated, regardless of the reason thereof.
9. The Acquirer shall be entitled to terminate the Agreement with immediate effect: 1) in the event there is a change in the business, character or ownership of the Submerchant and the Acquirer considers that this has or may have a significant negative effect on the business of, or risk to, Acquirer under this Agreement; 2) where the Submerchant or a person connected to the Submerchant (such as inter alia a director, officer, employee, consultant or owner) is, or becomes, registered in Card Scheme's special registers or circumstances occur which constitute grounds for such registration; 3) where the Submerchant is involved in, or otherwise associated with, criminal activity; 4) where the Submerchant has provided incorrect, incomplete or misleading information; 5) where, the Submerchant is in material breach of the Card Scheme Rules and the Acquirer has made the Submerchant aware of such breach but the Submerchant has not rectified the breach within the time prescribed for it as communicated by the Acquirer; and 6) where the Submerchant, in Acquirer's reasonable opinion, through its behaviour or manner of conducting its business may or could damage Acquirers' reputation.
10. If a Card Scheme notifies any party that the co-operation under this Agreement is not conducted in compliance with the Card Scheme Rules, the party receiving such notice will immediately notify the other

parties. If a Card Scheme requests that any failure to comply with Card Scheme Rules shall be remedied within a certain period of time, each party shall, where it has reasonable grounds to believe that the failure is not capable of remedy or will not be capable of remedy within the prescribed period of time, be entitled to give notice of termination of this Agreement and such termination shall be effective on the day prior to the day on which, in the opinion of Card Scheme, the failure should be remedied.

11. Except as explicitly set forth in this Agreement, the Payment Facilitator Agreement and the agreement between the Payment Facilitator and the Submerchant shall remain in full force and effect between the Parties.
12. This Agreement shall be governed by and construed in accordance with Swedish substantive law.
13. Disputes relating to the Agreement, its execution, interpretation and/or application or other legal relations connected to the Agreement shall preferably be resolved through negotiations between the Parties.
14. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, and which could not be resolved within thirty (30) calendar days pursuant to section 10 above, shall be finally settled by the general courts in Sweden with Stockholm District Court as first instance.

This Agreement may be executed and/or delivered by electronic means. Any electronic (and/or electronically delivered) signatures shall have the same legal effects as physically delivered signatures.

For and on behalf of
[PAYMENT FACILITATOR]

For and on behalf of
[SUBMERCHANT]

For and on behalf of
Bambora AB

Name and title:

Name and title:

Annika Bolinder, CEO