

Nexi Croatia d.o.o. General Terms and Conditions of Card-Based Payment Transaction Acceptance

1. INTRODUCTION

These Nexi Croatia d.o.o. General Terms and Conditions of Card-Based Payment Transaction Acceptance (hereinafter referred to as these **“General Terms and Conditions”**) define the rights and obligations of Nexi Croatia and the Contractual Partner (as defined below) within the scope of their business relationship where such rights and obligations result from the acceptance of card-based payment transactions as a cashless payment method whereby the Contractual Partner charges the cardholder for goods/services purchased at its stores. These General Terms and Conditions apply to the acceptance of card-based payment transactions irrespective of the payment card brand or the scheme under which cards are issued.

The terms and conditions that only provide for the acceptance of a specific payment card brand and/or cards issued under a specific scheme and the associated specific rights and obligations are independent contractual units defined under a specific acquiring contract which addresses the part of the business relationship between Nexi Croatia and the Contractual Partner that relates exclusively and is limited to the acceptance of card-based payment transactions conducted using cards of a specific brand of payment card scheme (hereinafter referred to as **“the Acquiring Contract”**).

The General Terms and Conditions of Card-Based Payment Transaction Acceptance and individual Acquiring Contracts entered into for specific brands of cards or specific payment card schemes are an integral part of the acquiring framework agreement to be entered into by and between Nexi Croatia and the Contractual Partner (hereinafter referred to as **“the Acquiring Framework Agreement”**).

DEFINITIONS OF TERMS

NEXI CROATIA - Nexi Croatia d.o.o., Zagreb, Slavonika avenija 1A, OIB (VAT No.): 63558150971, a legal entity registered in the Croatian National Bank's Registry of Payment Service Providers under no. IEN IP415, is a payment service provider under acquiring contracts, which establishes a business relationship based on the acceptance of card-based payment transactions with the Contractual Partner.

CONTRACTUAL PARTNER - recipient of payment transactions/business partner which undertakes to accept cards for the payment for goods/services at its stores pursuant to its Acquiring Framework Agreement with Nexi Croatia.

PARTIES - the Contractual Partner and Nexi Croatia.

CARD - any payment instrument (card) issued by any national or international issuer, irrespective of the payment card brand.

MERCHANT LOCATION - any store of the Contractual Partner where any cards provided for by the General Terms and Conditions of Nexi Croatia are accepted as a cashless payment method.

ONLINE STORE - any store of the Contractual Partner where cards are accepted as a cashless payment method solely online.

MIT - any specific transaction or several transactions of a fixed or variable amount conducted over a fixed or variable period, which are based on a contract between a cardholder and the Contractual Partner, allowing the Contractual Partner to initiate subsequent payments without involving the cardholder.

CARDHOLDER - the person whose name is imprinted on the card, being a buyer of any goods/services supplied by the Contractual Partner.

CHARGE/TRANSACTION - a record of the amount of

purchase paid for by a cardholder using their card and forwarded by the Contractual Partner to Nexi Croatia as envisaged by each Acquiring Contract and these General Terms and Conditions of Nexi Croatia.

PIN - a personal secret number assigned by the card issuer to the cardholder for the purpose of identifying the cardholder and authorizing transactions by the card where the cardholder is required to identify themselves and authorize a transaction by using their PIN.

EFTPOS - an in-store electronic device which forms a message on the basis of the card data downloaded and the manually inserted amount of charges and information received from other sources, which is sent to the computer of the card issuer or a particular institution for the purpose of having them verify the authenticity of the device, expiry date of the card, and identity of the cardholder, and for the purpose of authorizing or recording a completed transaction.

UNATTENDED) EFTPOS DEVICE - a card acceptance device that enables card transactions to be carried out without the physical presence or direct assistance of the Contractual Partner's personnel.

PAYMENT CARD SCHEME - a global payment system allowing payments using payment cards issued under their own payment card brands by enabling transfer of funds using formal and standardized procedures and common rules for the processing and/or settlement of payment transactions between the issuer and acquirer of a specific payment card brand and, consequentially, between the cardholder and the store where goods/services are purchased using a card.

PAYMENT CARD BRAND - a physical or digital name, term, sign, symbol, or any combination thereof, which allows for the identification of the relevant payment card scheme for the purpose of performing a card-based payment transaction.

BUSINESS DAY - any day other than Saturday, Sunday or statutory national holidays and nonworking days in the Republic of Croatia.

NEXI MDA PARTNER - a legal entity with which Nexi Croatia has entered into or maintains an agreement for the promotion, distribution, and/or agency in providing the payment service of payment transaction acceptance.

DCC service (Dynamic Currency Conversion) - a service for converting the original transaction currency at the time of purchase, which allows users of Visa, Mastercard, and Maestro cards issued outside of the Republic of Croatia to choose on EFTPOS devices to be charged in the home currency of their card (provided the currency is not the euro), following a clear display of the exact transaction amount.

DCC Currency - the currency in which a cardholder is offered payment via the DCC service, corresponding to the currency in which the card was issued.

2. ESSENTIAL OBLIGATIONS OF THE PARTIES

The Contractual Partner shall:

- fulfil all conditions precedent to the acceptance of cards as a payment method as herein defined;
- accept cards for the payment for goods/services
- undertake measures to protect the data contained in the Acquiring Framework Agreement and/or any other information that may become known to it during the performance of the said Agreement
- keep cardholders informed of the procedures and terms applicable to the use of their cards;
- obtain an authorization from/via Nexi Croatia's authorization system for each transaction;
- provide to Nexi Croatia its records of transactions at such

times as defined in the Acquiring Framework Agreement;

- resolve any disputes with cardholders that may arise from the sale of goods/services paid for by using a card directly with such cardholders;

- comply with all instructions and guidelines received from or made available by Nexi Croatia at: www.nexi.hr, and in particular, without delay, upon establishing and throughout the duration of the business relationship, to submit documentation requested by Nexi Croatia for the purpose of implementing anti-money laundering and countering the financing of terrorism (AML/CFT) obligations and measures, credit risk assessment obligations, obligations to assess the Merchant's compliance with regulations applicable to its business, and the assessment of the appropriateness of establishing a business relationship;

- comply with all applicable laws and regulations and notify Nexi Croatia without delay of any transaction that it determines to be illegal or for which the Contractual Partner should have known to be illegal;

- after receiving notice from Nexi Croatia, ensure that its business compliant with all standards and requirements defined by the relevant payment card schemes and regulators in the Republic of Croatia; including, but not limited to, the rules of the card payment scheme (e.g. VISA, Mastercard, etc.) regarding (i) trademarks owned by Visa, Mastercard, and other card payment schemes, (ii) risk management, (iii) transaction processing, and (iv) the use of other products, services, or programs of the card payment scheme used by or participated in by the Contractual Partner.

- for transactions executed in a manner that does not comply with the rules established by the card payment schemes, to indemnify Nexi Croatia for any costs (fines, claims for damages, monetary penalties, surcharges, or others) that the latter may receive from third parties (including card payment schemes), in connection with any transactions executed in a non-compliant manner, regardless of other rights of Nexi Croatia.

- comply with the requirements of the Payment Card Industry Data Security Standard (PCI DSS) and any other applicable security requirements/standards; otherwise, Contractual Partner shall be liable for any financial or nonfinancial loss resulting from its noncompliance with such standards.

In the event that the Contractual Partner performs an activity categorized as a high-risk activity under the rules of the payment schemes, the Contractual Partner undertakes to provide, without delay, all additional information and documentation requested by Nexi Croatia in order to fulfil obligations under the Anti-Money Laundering and Countering the Financing of Terrorism Act, as well as the requirements of the VISA Integrity Risk Program (VIRP) and the Mastercard Business Risk Assessment and Mitigation program (BRAM), and to enable the assessment of the legality and appropriateness of the activity and the business relationship with the Contractual Partner. In the event that NEXI Croatia approves a business relationship with a Contractual Partner performing a high-risk activity, NEXI Croatia shall have the right to categorize the Contractual Partner as high-risk within the payment scheme systems.

Nexi Croatia shall:

- pay all amounts due from it to the Contractual Partner's bank account in accordance with the terms and conditions of the Acquiring Framework Agreement;
- at the Contractual Partner's request, provide all materials necessary for the proper conduct of card-based payment transactions (records of charges, records of aggregate charges, labels, etc.);
- provide all support necessary to record charges and conduct card-based payment transactions in such a manner and subject to such terms and conditions as set forth in the Acquiring Framework Agreement and these General Terms and Conditions;
- make available a report on charges/transactions as defined by Regulation (EU) 2015/751;
- make available and update daily on its website www.nexi.hr all instructions and guidelines related to card

acceptance specified in these General Terms and Conditions.

3. TERMS AND CONDITIONS OF BUSINESS

3.1 ACCEPTING A CARD IN ITS PRESENCE

When accepting a card as a cashless payment instrument and such card is present, the Contractual Partner shall comply with the Operating Instructions for Stores and:

- ensure that the card is valid – a card is valid until the last day of the month in the year appearing on the card;
- ensure that the card has been signed if there is a designated strip/box;
- ensure that the cardholder signs the Cardholder receipt in the presence of an employee of the Contractual Partner by using a signature identical to the signature appearing on the back of the card, if applicable;
- ensure that the card and, in particular, its chip, magnetic strip or signature strip/box (if any) are not visibly altered or damaged;
- obtain an authorization from/via Nexi Croatia's authorization system for each transaction;
- check that the relevant security features are present on the card, depending on its type (design, initial card membership year, CCV, chip, hologram);
- use the card acceptance devices by following the procedures specified in the instruction and/or the message/instruction appearing on the EFTPOS screen.

The Contractual Partner shall not use any third-party EFTPOSs unless approved by Nexi Croatia.

In case of a card-based payment where the cardholder is required to enter their PIN to confirm the transaction, the Contractual Partner shall request from the cardholder to enter their PIN and allow them privacy while entering their PIN on the EFTPOS.

In case any doubt arises as to the validity of the card and/or cardholder's identity in the card verification process, the Contractual Partner shall contact Nexi Croatia's Authorization Department and comply with the advice received from them.

3.1.1 CARD ACCEPTANCE DEVICES

Each device and each store are assigned a specific number by Nexi Croatia to allow the Contractual Partner access to its business system, to identify itself and to be included in the payment card scheme.

The Contractual Partner shall use each EFTPOS as instructed by Nexi Croatia, the relevant payment card scheme or any other authorized person that made such EFTPOS available to the Contractual Partner for card acceptance purposes.

3.1.2 EFTPOS INSTALLATION

The parties shall have the following obligations in the process of installing and using EFTPOSs made available by Nexi Croatia to the Contractual Partner:

Nexi Croatia shall:

- install the EFTPOS;
- regularly service the EFTPOS and repair any malfunctions;
- replace a defective EFTPOS;
- arrange for telephone support in connection with the operation of EFTPOSs, which shall be available during the Contractual Partner's hours of operation;
- uninstall the EFTPOS if the Acquiring Contract ends;
- change EFTPOS's parameters.

Nexi Croatia may uninstall an EFTPOS if (i) any fee defined in Section 5.1 of these General Terms and Conditions is not paid; or (ii) the EFTPOS fee is not capable of being collected as a result of an insufficient amount of charges to settle it; or (iii) the EFTPOS is found to have been inactive for at least 3 (three) consecutive months.

The Contractual Partner shall:

- provide a dedicated internet connection and be responsible for all costs;
- reserve an EFTPOS installation site next to the cash register;
- ensure that paper is supplied in accordance with the EFTPOS manual;
- diligently handle the EFTPOSs supplied to it, as instructed;
- bear the risk and any costs resulting from its negligent or irresponsible handling of EFTPOSs;

- be liable in case of any EFTPOS abuse or fraud by its employees and/or any third parties whom it has allowed access to any EFTPOS;
- conduct transactions in accordance with the EFTPOS manual;
- supervise the transmission of data and immediately notify Nexi Croatia in case of any irregularity;
- immediately notify Nexi Croatia and/or its EFTPOS vendor in case of malfunction or any other defect;
- obtain prior written consent from Nexi Croatia before modifying any functionality and/or transferring the right to use EFTPOSs to a third party;

If the Contractual Partner should use an EFTPOS not made available to it by Nexi Croatia, the Contractual Partner shall notify Nexi Croatia thereof in writing without undue delay and record such device in its business system for the purpose of exercising its rights and performing its obligations under the Acquiring Contract and these Nexi Croatia General Terms and Conditions of Card-Based Payment Transaction Acceptance. The Contractual Partner shall comply with all instructions for using the device and supervise the transmission of data to Nexi Croatia's authorization system, and especially when, in that case, the Contractual Partner also uses the services of entities specialized in routing POS traffic (payment service providers) towards Nexi Croatia.

3.1.3. EFTPOS FEES

In exchange for using an EFTPOS made available by Nexi Croatia to the Contractual Partner, Nexi Croatia shall charge a monthly fee of EUR 15.93 plus VAT. Such fee shall become due and payable on the 9th (ninth) day of each month for the preceding calendar month. No fee shall be charged for the calendar month in which an EFTPOS is made available to the Contractual Partner or for the calendar month immediately following such month.

Having regard for the total amount and/or structure of Contractual Partner's turnover, the type of business it conducts, the duration of the cooperation arrangement, the scope of cooperation with Nexi Croatia, etc., Nexi Croatia reserves the right to release the Contractual Partner from its obligation to pay the fee in exchange for using all or a specific number of EFTPOSs and/or charge the fee on another basis (other than monthly basis) if this is consistent with the nature of the Contractual Partner's business (e.g. seasonal business), of which Nexi Croatia shall duly notify the Contractual Partner.

If there is no longer any reason to maintain such decision as referred to above, Nexi Croatia reserves the right to modify its decision and charge the Contractual Partner the fee referred to in paragraph 1 above, of which Nexi Croatia shall duly notify the Contractual Partner. If the Contractual Partner, upon request by Nexi Croatia, fails to return and/or make available the EFTPOS device provided for use within 8 days, or if the device is destroyed and/or unusable for processing transactions, or if it has been opened and/or modified by an unauthorized person, the Contractual Partner shall be liable for the failure to return the device and undertakes to pay, upon Nexi Croatia's request within 8 days (either directly or in accordance with Section 5.1 of these General Terms and Conditions), a non-returned equipment fee in the amount of EUR 160.29 plus VAT for a fixed EFTPOS device, EUR 286.71 plus VAT for a mobile EFTPOS device, or EUR 515.40 plus VAT for an unattended EFTPOS device.

3.1.4. CONNECTION OF AN EFTPOS TERMINAL WITH A CASH REGISTER

In cases where the Contractual Partner utilizes the connection of an EFTPOS terminal with a cash register, Nexi Croatia shall facilitate the technical integration of the EFTPOS terminal with the Contractual Partner's cash register.

Nexi Croatia undertakes to provide the technical specifications required for connecting the EFTPOS terminal with the cash register, deliver the EFTPOS terminal with the corresponding application and necessary cabling, ensure the maintenance of the EFTPOS application and the communication link with the cash register, promptly notify the Contractual Partner of planned system changes, and conduct training for sales staff on the use of the EFTPOS terminal.

The Contractual Partner undertakes to ensure the

compatibility and maintenance of its own cash register application, promptly implement all necessary technical adjustments, ensure the uninterrupted functioning of the interface between the EFTPOS terminal and the cash register, and train its staff to operate both the cash register and the EFTPOS terminal.

Neither contracting party shall implement changes that could affect system functionality without providing prior and timely notification to the other Contractual Party.

3.2 ONLINE ACCEPTANCE OF CARD-BASED PAYMENT TRANSACTIONS

This payment method allows the Contractual Partner to sell its goods/services to cardholders via an online store.

The Contractual Partner shall only use the connections approved by Nexi Croatia, as specified on www.nexi.hr.

The Contractual Partner shall ensure that at least the following information is available at its online store:

- an accurate description of the goods and services offered, their prices, and the transaction currency;
- particulars of the Company and contacts available to customers who would like to obtain further information or make a complaint (Company name, address, phone number and e-mail address);
- terms of cancelling an order or reservation;
- terms of complaints regarding payments, fees, refunds and/or returns of goods;
- a description of delivery methods, time limits and costs of delivery;
- a description of the confidential data protection afforded;
- a statement of known import restrictions, customs regulations and any other relevant provisions; and
- information about the collection and processing of personal data in accordance with the General Data Protection Regulation (GDPR). The Contractual Partner accepts and undertakes to comply with any further instructions or requests of Nexi Croatia relating to online orders, in particular the Guidelines for the Identification and Prevention of Fraud Using Card Data Stolen at Online Stores available on www.nexi.hr as well as all applicable protocols and programs for secure card acceptance at online stores.

For the purposes of completing online order forms, the Contractual Partner shall in particular request and collect from the cardholder: their name as imprinted on the card, the expiry date, the card verification code (CVC2), the address at which the cardholder receives their monthly card bills, and the address where the goods/service should be delivered.

The Contractual Partner may only conduct the transaction authorization process electronically.

To receive an authorization of charges or transmit data regarding such charges, the Contractual Partner may retain the services of any Internet Payment Service Provider (IPSP) approved by Nexi Croatia and listed on www.nexi.hr

The Contractual Partner shall be responsible for delivering goods and/or services. The Contractual Partner shall identify/ensure the identification of the person collecting the goods/to whom the goods are delivered or the service user. The Contractual Partner shall not permit any change to the delivery address or interception of goods/services being delivered elsewhere. If the goods/services are paid for and/or collected at a physical location of the Contractual Partner, the cardholder must present their card and the Contractual Partner must perform the transaction in accordance with the procedure set forth in Section 3.1 of these General Terms and Conditions.

The Contractual Partner shall complete online orders and receive payments for such goods/services purchased by using a payment card at its sole risk and Nexi Croatia shall not be liable for any charges resulting from the abuse of card data and/or any particulars of its holder.

If a cardholder submits a complaint with Nexi Croatia or the Contractual Partner in connection with a charge incurred as a result of an online order, where the cardholder denies having received the relevant goods or services, Nexi Croatia reserves the right to charge the Contractual Partner the full amount of such transaction (full refund). Nexi Croatia also reserves such right in case the Contractual Partner receives authorization for a charge from/via Nexi Croatia's authorization system, subject to all requirements defined in these General Terms and Conditions.

The Contractual Partner shall notify Nexi Croatia of any planned change which directly or indirectly affects or may affect the acceptance of cards at its online store, including

but not limited to the store's URL, security protocol, etc., no later than one month before implementing such change.

Nexi Croatia reserves the right to define appropriate security encryption programs and protocols ("Encryption Software") that the Contractual Partner shall be allowed to use for the purposes of accepting payment cards at its online store. The Contractual Partner shall use reliable authentication (3D Secure) when conducting transactions via the authentication channel made available to it by Nexi Croatia.

Nexi Croatia shall pay the Contractual Partner the relevant charge less the agreed fee, within such time as defined in the Acquiring Contract applicable to this form of card acceptance.

3.2.1 MIT

The Contractual Partner may initiate a MIT transaction based on a contract between the cardholder and the Contractual Partner. Nexi Croatia shall pay the Contractual Partner the relevant amount, provided that the Contractual Partner has obtained an authorization, and the cardholder does not dispute the charge.

The Contractual Partner agrees and accepts that, in case a charge has already been paid, and the cardholder subsequently disputes it, Nexi Croatia shall have the right to deduct such disputed amount from any other amount it owes the Contractual Partner for any reason whatsoever.

Nexi Croatia shall also have such right referred to in the preceding paragraph an authorization for the disputed charge has been given.

3.3 ACCEPTANCE OF CARDS VIA TELEPHONE OR WRITTEN ORDERS

The Contractual Partner may, subject to prior written approval from Nexi Croatia, offer cardholders the option of purchasing goods/services via written order, including email, orders processed by entering card data through a virtual or physical EFTPOS device, or telephone order, subject to the obligation to act in accordance with the special terms of such orders (instructions) prescribed by Nexi Croatia.

The Contractual Partner assumes full risk and responsibility for the validity of transactions resulting from written or telephone orders. Nexi Croatia reserves the right to decline (not recognize) the transaction in any instance where the cardholder submits a dispute/complaint regarding such a transaction.

The Contractual Partner undertakes to carry out the identification of the person collecting or receiving the goods, or the user of the services.

Nexi Croatia's right to decline a transaction resulting from a written or telephone order is not affected by the fact that the transaction was approved by/via the Nexi Croatia authorization system.

Written and telephone orders do not include orders made through an online point of sale (e-commerce).

4. CHARGES

4.1 RECORDS OF CHARGES

A charge record/slip is any document/record of a transaction (slip, online or e-mail purchase order, telephone purchase order, etc.) which demonstrates that the cardholder has initiated/authorized the transaction at a store of the Contractual Partner, which must include all elements requested via the online store's POS device (web service) or as defined in the Operating Instructions for Stores for a specific card acceptance method.

Failure to include any such element, which makes it impossible to demonstrate that the authorized card initiated/authorized the transaction Contractual Partner's store, shall entitle Nexi Croatia to act in accordance with Section 5.2 of these General Terms and Conditions of Nexi Croatia.

4.2 AUTHORIZATION OF CHARGES

The Contractual Partner may only process a single transaction/charge for the full purchase amount, inclusive of all taxes and other levies.

The Contractual Partner SHALL NOT:

- avoid its duty to request an authorization from/via Nexi Croatia's authorization system;
- split the full amount of a purchase into two or more slips/amounts;

- use an authorization number not received from/via Nexi Croatia's authorization system for such transaction;
- use the number appearing on the EFTPOS screen after a message requiring phone contact with Nexi Croatia as the authorization number.

The Contractual Partner may only perform such transaction if it has received an authorization from/via Nexi Croatia's authorization system.

Unless otherwise defined by the Acquiring Framework Agreement, such authorization shall remain valid for 7 (seven) days.

The Contractual Partner shall not request an authorization on behalf of a third party. If the Contractual Partner finds a card to be invalid or otherwise has any doubts regarding its validity based on a message appearing on the EFTPOS screen in the process of requesting a charge authorization, it shall refuse to accept payment using that card.

Nexi Croatia shall not be required to pay a charge if:

- the requested authorization is not granted;
- a number not received from/via Nexi Croatia's authorization system or not received for the transaction in question is used as the authorization number;
- the full amount of the purchase is split into several slips (amounts);
- there is reasonable doubt that the Contractual Partner is unable to perform its obligations.

4.3 PROVISION OF CHARGE INFORMATION

The Contractual Partner shall provide all information about charges under the store number specified in the Acquiring Contract within 3 (three) business days of the date the charge is incurred. If a sale is conducted without the physical presence of the card, the goods shipping/delivery date shall be deemed the date of incurring the charge.

Nexi Croatia shall process all aggregate slips it receives by 3 p.m. on a business day during that day and shall process slips received after 3 p.m. on the immediately following business day.

Nexi Croatia may refuse to accept and/or pay a charge provided to it if it fails to include all required elements defined in the Acquiring Framework Agreement or these General Terms and Conditions or any specific file transfer arrangements and/or if it is provided after the time limits defined in paragraph 1 above.

4.4 INADMISSIBLE CHARGES/TRANSACTIONS

An inadmissible charge is any charge/transaction which is not based on a transaction of goods/services between the Contractual Partner's store and the cardholder.

Such inadmissible charges/transactions shall in particular include the acceptance of a card for the purpose of obtaining security, collecting a debt, setoff, cash withdrawal, obtainment of illegal gain as a result of a difficult financial situation or lack of information known to the cardholder.

Such inadmissible charges/transactions shall also include any charge/transaction incurred/performed in violation of these General Terms and Conditions of any applicable regulations of the Republic of Croatia, in particular the Payment Services Act, the General Data Protection Regulation (GDPR), the Consumer Credit Act and the Anti-Money Laundering and Terrorist Financing Act, in which case Nexi Croatia reserves the right to act in accordance with Section 5.2 of these General Terms and Conditions.

5. FEE FOR PROVIDING PAYMENT SERVICES OF ACQUIRING PAYMENT TRANSACTIONS BASED ON CARDS

In exchange for any payment services provided under the Acquiring Framework Agreement, the Contractual Partner shall pay Nexi Croatia an acquiring fee defined as a percentage, using any method chosen by the Contractual Partner for a specific payment card brand, category, card origin (card issuer's place of establishment based on which the transaction is initiated) and card-based payment transaction acceptance method.

The rate of such acquiring fee shall, inter alia, depend on the interchange fees and/or payment system charges, the rates of which depend on the specific payment card scheme, brand, category and place of issuer's establishment. Such interchange fees are charges that Nexi

Croatia, as the acquirer, is required to pay the relevant third-party bank that issued the card used to initiate the transaction at a store of Nexi Croatia's Contractual Partner. In case of transactions conducted at the Contractual Partner's stores using debit or credit cards issued within EEA, the rate of such interchange fee, i.e. of the issuer's income collected from the payment card scheme shall be limited to the amount defined in Regulation (EU) 2015/751 on interchange fees for card-based payment transactions, which shall not exceed 0.2% of the transaction amount in case of debit cards and 0.3% of the transaction amount in case of credit cards.

The rates of interchange fees for transactions initiated at Contractual Partner's stores (i) using cards issued within EGP included in but not limited by the Regulation; or (ii) using cards issued beyond EEA not included in the Regulation but limited by specific payment card schemes are published on the website of Nexi Croatia www.nexi.hr

As a provider of acquiring services, Nexi Croatia is required to pay payment card scheme costs in such amount, in such a manner and within such time as defined by each payment card scheme, regarding its access to the payment system or resulting from its authority to perform all acquiring activities and processing of card-based payment transactions.

Such payment card scheme fee/charge is a variable category, defined by the payment card schemes and depending on the number and volume of Nexi Croatia's transactions performed via payment systems and/or the type of transaction determined by the type of the card and the origin of its issuer, as well as the place and method of accepting a card-based payment transaction.

The rates of such payment card scheme charges are determined exclusively by the relevant payment card scheme and are subject to changes from time to time. The current rates of each payment card scheme's charges are available at all times via the Business Account service on <https://www1.nexi.hr/BusinessAccount/login.html>.

5.1. PAYMENT FEES AND PAYMENT PROCEDURE

The fee shall be applied to the total amount of all received charges.

Nexi Croatia may collect the agreed fee concurrently with the relevant payment by deducting the total agreed fee from the total amount of the charges received.

Nexi Croatia shall pay the Contractual Partner the total amount of all charges/transactions delivered by the Contractual Partner to Nexi Croatia, in such a manner and within such times as defined in the relevant Acquiring Contract and these General Terms and Conditions, less:

- the agreed fee amount;
- the EFTPOS fee;
- value added tax (VAT), if applicable;
- any credit notes received from the Contractual Partner;
- any amount owed by the Contractual Partner based on a debit note received from the Nexi Croatia; and
- any amount claimed by Nexi Croatia under Section 3.1.3.(4) of these General Terms and Conditions.

Nexi Croatia shall make available on a monthly basis statements of turnover including the amounts of the fees charged and issue its invoices for the use of EFTPOSs.

Nexi Croatia shall pay all such charges in the official currency of the Republic of Croatia, as set forth in this Section, unless otherwise defined for a specific method of accepting card-based payment transactions. If the due date falls on a non-business day, Nexi Croatia shall make the payment on the immediately following business day.

Nexi Croatia's payment obligation to the Contractual Partner shall end as of the date Nexi Croatia's bank account is debited. In cases where the Contractual Partner uses an EFTPOS device not provided by Nexi Croatia, and utilizes the services of specialized entities for routing POS traffic (payment service providers) to Nexi Croatia, Nexi Croatia does not guarantee the execution of payment for all transactions within the timeframe specified in the individual Agreement on the Acceptance of Card-Based Payment Transactions, as Nexi Croatia does not perform or control the technical

routing of such transactions. If all or part of any fee is not paid in accordance with the provisions of this Section because the charges/transactions are insufficient to set off mutual claims, the Contractual Partner shall pay any such

outstanding fees no later than 8 (eight) days of receiving notification thereof directly to the bank account of Nexi Croatia.

If any such fee remains unpaid, Nexi Croatia shall have the right to proceed to uninstall the EFTPOS terminal.

5.1.1 CHARGE/TRANSACTION REPORT

Nexi Croatia shall make available to the Contractual Partner via its Business Account online service a report on all transactions, i.e. allow it to analyse specific transactions performed during the agreed period at the Contractual Partner's stores, indicating the reference and the amount of each payment transaction and the acquiring fee charged, including a separate view of the interchange fee, if applicable, and the payment card scheme charge applicable to each transaction.

Subject to activating the report generation feature as part of the Business Account online service, the Contractual Partner may at any time view a transaction report for a period including transactions transmitted within no more than the last 30 (thirty) days, no later than 4 (four) days before the report is withdrawn, except in case of the first report withdrawal which shall include the transactions transmitted no later than the date of activating the report generation feature.

5.2. CHARGEBACK

Where a charge is incurred or transmitted in violation of the Acquiring Contract or these General Terms and Conditions, Nexi Croatia shall be entitled to:

- reduce one of the future payments by such charge/transaction;
- refuse to pay for such charge/transaction;
- request a refund while reserving, in any case, the right to charge and collect an appropriate acquiring fee for the acceptance of card-based payment transactions arising from such amounts.

Nexi Croatia shall be entitled to recover the amount of any Nexi Croatia's chargebacks made by the issuer and/or the payment card scheme from the Contractual Partner.

6. CARDHOLDER COMPLAINTS

For the purposes of these General Terms and Conditions, a "complaint" shall mean a cardholder's complaint about a charge/transaction incurred/performed at the Contractual Partner's store.

If Nexi Croatia receives a cardholder complaint, the Contractual Partner shall immediately after receiving notice of such complaint send to the indicated address a written explanation including supporting documentation (e.g. a copy of the invoice, a copy of the slip, etc.) underlying the transaction within the time specified in such notice of complaint, which shall not exceed 5 (five) business days. If a cardholder complaint is sent directly to the Contractual Partner, the Contractual Partner shall promptly notify Nexi Croatia if the complaint is not accepted and provide it with supporting documentation underlying the charge in question.

A cardholder complaint shall be considered justified if the Contractual Partner fails to send its written explanation and supporting documentation to the address and within the time specified in the notice of complaint or if arises from its explanation that the Contractual Partner failed to comply with the provisions of the Acquiring Framework Agreement or these General Terms and Conditions.

If the requirements set forth in the paragraphs above are satisfied, Nexi Croatia shall become entitled to act in accordance with Section 5.2 of these General Terms and Conditions.

Where there is an option to continue to resolve a complaint by arbitration with the relevant payment card scheme, the Contractual Partner shall be notified of such option and of its obligation to prepay the costs of initiating such proceedings.

In case the arbitration has an unfavourable outcome for the Contractual Partner, the Contractual Partner agrees that Nexi Croatia may claim from it all additional costs of such arbitration, in addition to the amount of the transaction in question. If the Contractual Partner fails to prepay such costs within the specified time, it shall be deemed to have withdrawn from the arbitration process.

6.1 CARD CREDITING OF CARDHOLDER'S ACCOUNT

In case the cardholder's account is credited (for a justified

cardholder complaint, refund of an overpaid amount or in any other case where all or part of a completed transaction is credited to the cardholder's account by the Contractual Partner, etc.), the refund shall only be made for the benefit of the card used to perform the transaction.

If Nexi Croatia has paid the Contractual Partner a charge being so credited, Nexi Croatia reserves the right to withhold/deny its authorization until such time the Contractual Partner pays (refunds) the amount of such charge to Nexi Croatia. Nexi Croatia shall notify the Contractual Partner thereof and the Contractual Partner shall in such case handle the complaint/credit directly with the cardholder.

7. ABUSE

Whenever any circumstances occur that indicate potential card abuse, even if the transaction has been authorized, the Contractual Partner shall contact Nexi Croatia's Authorization Department, using CODE 10, in which case such department of Nexi Croatia will ask questions that the Contractual Partner's employee will answer with a "yes" or "no" only.

The parties agree that the following circumstances shall in particular be considered indicators of potential card abuse:

- the cardholder signature field on the card is damaged or missing;
- the cardholder's signature on the card has been deleted or is illegible or missing;
- unusual behaviour of the customer (they are in a great hurry, buying several identical products, buying expensive items, buying clothes/footwear without trying them on, shopping immediately before the end of the opening hours, the charges are unusually high for that particular store, the customer orders a hotel or other accommodation service without presenting their card one day prior to their arrival);

The Contractual Partner shall be liable to Nexi Croatia for any loss resulting from:

- ignoring or noncompliance with any messages/instructions appearing on the EFTPOS screen;
- its acceptance of a card without completing the verification procedures defined in Section 3.1 of these General Terms and Conditions;
- its acceptance of a falsified card;
- negligence or abuse by the Contractual Partner's employees;
- allowing unauthorized persons access to its EFTPOS;
- any other loss resulting from its non-compliance with any provisions of these General Terms and Conditions.

For the purpose of preventing any such abuse, Nexi Croatia reserves the right to:

- implement further authorization procedures;
- modify the payment schedule;
- charge the Contractual Partner for any cost resulting from a claim;
- block any further payment;
- set daily, monthly and other limits for accepting card-based payment transactions; and
- take any other measures to protect the parties' interests.

By signing the Acquiring Framework Agreement, the Contractual Partner gives its consent to Nexi Croatia to process and exchange any data included in or resulting from the Acquiring Framework Agreement and each General Terms and Conditions with third parties (PBZ Group entities, payment card schemes, the Ministry of the Interior, the Anti-Money Laundering Office, banking associations, etc.) for the purpose of preventing and detecting card abuse.

8. ACCEPTANCE OF CARD-BASED PAYMENT TRANSACTIONS USING PBZ GROUP CARDS FOR SPECIAL PAYMENT METHODS

The provisions of the Agreement on the Acceptance of Card-Based Payment Transactions of the PBZ Group (PBZ Group includes Privredna banka Zagreb d.d. and/or PBZ CARD d.o.o., as issuers of payment instruments – cards used to execute transactions at Nexi Croatia's Contractual Partners) for special forms of payment apply to all cards issued by members of the PBZ Group, regardless of the card payment brand of the individual card, unless

otherwise specified in the Framework Agreement on the Acceptance of Card-Based Payment Transactions.

8.1 CONTRACTUAL PARTNER – INSTALMENTS

This payment method allows the Contractual Partner to sell goods/services to cardholders using cards issued by PBZ CARD d.o.o., Radnička cesta 44, Zagreb, OIB (VAT No.): 28495895537 (PBZ CARD) which allow them to pay in instalments, without incurring any interest or fees. The Contractual Partner shall agree upon the number of instalments for a particular charge directly with the cardholder, such number not to exceed the number of instalments agreed in the Acquiring Contract for PBZ Group Cards Used for Special Payment Methods.

To collect a debt repayable in instalments, the Contractual Partner shall enter the number of instalments agreed with the cardholder at the time of registering the charge in an EFTPOS that supports sale in instalments.

If the card acceptance process is conducted based on a voice authorization, the Contractual Partner shall complete the slip as defined in Section 4 of these General Terms and Conditions and insert the number of instalments agreed with the cardholder.

The Contractual Partner shall provide such record(s) of charges to Nexi Croatia as set forth in the Operating Instructions for Stores.

Nexi Croatia shall split the charge into the number of instalments appearing on the slip (the first instalment may be insignificantly higher to allow for the rest of the instalments to have an equal and round amount). The first instalment owed by Nexi Croatia to the Contractual Partner becomes due and payable at the time defined in the Acquiring Contract for PBZ Group Cards Used for Special Payment Methods, whereas each subsequent instalment becomes due and payable within 30 days of the preceding instalment's payment date.

8.2 PBZ CARD – REPAYMENT IN INSTALMENTS

This payment method allows the Contractual Partner to sell goods/services to cardholders using cards issued by PBZ CARD which allow them to pay in instalments, without incurring any interest or fees. The Contractual Partner shall agree upon the number of instalments for a particular charge directly with the cardholder, such number not to exceed the number of instalments agreed in the Acquiring Contract for PBZ Group Cards Used for Special Payment Methods.

To collect a debt repayable in instalments, the Contractual Partner shall enter the number of instalments agreed with the cardholder at the time of registering the charge in an EFTPOS that supports sale in instalments.

If the card acceptance process is conducted based on a voice authorization, the Contractual Partner shall complete the slip as defined in Section 4 of these General Terms and Conditions and insert the number of instalments agreed with the cardholder.

The Contractual Partner shall provide such record(s) of charges to Nexi Croatia as set forth in the Operating Instructions for Stores.

Nexi Croatia shall pay the charges to the Contractual Partner in full on a one-time basis less the agreed fees, within the time defined in the Acquiring Contract for PBZ Group Cards Used for Special Payment Methods.

8.3 PAYMENT IN INSTALLMENTS USING PBZ D.D. VISA CARDS LINKED TO CHECKING ACCOUNTS

This payment method allows the Contractual Partner to sell goods/services to cardholders using Visa cards linked to checking accounts issued by Privredna banka Zagreb d.d., Radnička cesta 50, Zagreb, OIB (VAT No.): 02535697732 (PBZ d.d.), which allow them to pay in instalments, without incurring any interest or fees. The Contractual Partner shall agree upon the number of instalments for a particular charge directly with the cardholder, such number not to exceed the number of instalments agreed in the Acquiring Contract for PBZ Group Cards Used for Special Payment Methods.

Nexi Croatia shall pay the charges to the Contractual Partner in full on a one-time basis less the agreed fees, within the time defined in the Acquiring Contract for PBZ Group Cards.

8.4 CREDIT EXTENDED TO CARDHOLDERS

This payment method allows the Contractual Partner to sell goods/services to cardholders of PBZ Group member issuers with a payment deferral, i.e. provides cardholders with the benefit of not being charged within the billing period in which a charge is incurred. The Contractual Partner shall agree upon the deferral period and the number of instalments for a particular charge (if such option is arranged) directly with the cardholder, such deferral period and the number of instalments not to exceed the deferral period and the number of instalments agreed in the Acquiring Contract for PBZ Group Cards.

To collect the debt, the Contractual Partner shall insert the deferral period and the number of instalments agreed with the cardholder (if such option is arranged) at the time of registering the charge in the EFTPOS.

If the card acceptance process is conducted based on a voice authorization, the Contractual Partner shall complete the slip as described in the Operating Instructions for Stores.

Nexi Croatia shall pay the charges to the Contractual Partner in full on a one-time basis less the agreed fees, within the time defined in the Acquiring Contract for PBZ Group Cards.

8.5. DCC – DYNAMIC CURRENCY CONVERSION

A Contractual Partner who has contracted the use of the DCC service with Nexi Croatia, when conducting a transaction for which the EFTPOS device offers a DCC payment option, undertakes to:

- inform the cardholder that the DCC service is optional, not mandatory;
- ensure they do not pre-select the DCC payment or the interface language on behalf of the cardholder;
- ensure that the cardholder provides explicit consent for using the DCC service;
- when the cardholder is present at the point of sale, allow them to view all information related to the DCC payment via the EFTPOS device's user display;
- enable the cardholder to independently and directly choose whether to use the DCC service via the menu on the EFTPOS device;
- not mislead the cardholder in any way by implying that the DCC service provider is the card payment scheme;
- not impose the choice of payment currency on the cardholder, whether in Euros or the DCC currency.

Nexi Croatia shall:

- offer the DCC service exclusively in the currency of the issuing card;
- before executing the payment transaction, and with the aim of enabling the cardholder's decision on using the DCC service, clearly display to the cardholder: the debit amount in EUR, the debit amount in the DCC currency, the applied conversion rate, and the conversion fee expressed as a percentage (percentage markup);
- within the provided information, allow the cardholder to choose between paying in the DCC currency and paying in Euros via the EFTPOS device;
- upon completion of the transaction, enable the printing or receipt of a payment transaction confirmation containing all information related to the executed transaction and the provided DCC service: the debit amount in EUR, the debit amount in the DCC currency, the applied conversion rate, and the percentage markup;
- not perform any subsequent currency changes if the cardholder has selected and confirmed the use of the DCC service.

9. SPECIAL METHODS OF ACCEPTING CARD-BASED PAYMENT TRANSACTIONS

9.1 HOTELS AND TOURISM

If the Contractual Partner receives a report on the use of hotel accommodation or any other similar accommodation service, including via an agent, and the cardholder is not present in the store, the Contractual Partner shall obtain directly from the cardholder their name (as appearing on the card), billing address, card number and expiry date and shall make the cardholder aware of all terms and benefits of using such hotel accommodation and obtain an authorization from/via Nexi Croatia's authorization system for the relevant amount, which must include the price of overnight accommodation multiplied by the number of days, all levies and other foreseeable expenses,

as well as all applicable taxes. A written confirmation of the cardholder shall include an authorization to charge such Contractual Partner's accommodation and other associated services to their card, the personal data of the customer's authorized person, and period of using such services and the upper limit of expenses that may be charged to such cardholder's card.

Such written confirmation and authorization shall remain effective for 30 (thirty) days following their issue date.

The Contractual Partner shall comply with the Card Acceptance Guidelines for Accommodation Reservation and Payment laid down by Nexi Croatia, which are available on www.nexi.hr. Before such service is used, the Contractual Partner shall demand to be presented with the card used to pay for such service.

If a card is accepted to hold a reservation and the cardholder fails to cancel it by the time defined in the terms and conditions sent to the cardholder as part of their reservation confirmation or fails to appear at the designated time, the Contractual Partner may only charge the cardholder for the cost of 1 (one) overnight accommodation (inclusive of VAT).

If the cost of such overnight accommodation service is paid for before the intended start date of the service and the cardholder fails to cancel it by the time defined in the terms and conditions sent to the cardholder as part of their reservation confirmation or fails to appear at the designated time, the Contractual Partner may charge the cardholder subject to the following conditions:

- the Contractual Partner has provided to the cardholder the terms and conditions of cancellation and the cardholder has accepted them at the time of making their reservation;
- the Contractual Partner sequentially displays on its website the terms and conditions of cancellation, which the cardholder must acknowledge to be able to make the payment;
- based on earlier communication with the cardholder, the Contractual Partner is able to demonstrate that the cardholder has accepted such terms and conditions but nevertheless failed to comply with them.

Any further amount charged to the card must be authorized and processed as a separate transaction in accordance with the rules applicable to transactions where the card is present, and the cardholder must give their written consent to be charged for such further amounts. If any further charges are subsequently found to exist or if any damages are subsequently collected, the Contractual Partner must obtain the cardholder's prior written consent to charge such amounts to their card.

If the Contractual Partner to comply with the paragraphs above or if a request for an authorization for an actual charge incurred is rejected, Nexi Croatia shall be entitled to act in accordance with Section 5.2 of these General Terms and Conditions vis-à-vis the full amount of such charge.

If a cardholder should use an accommodation service and/or any other associated services provided by the Contractual Partner for longer than the time indicated in the accommodation service report or the reservation, the Contractual Partner shall obtain a new authorization for each new charge resulting from such extended stay.

If the user of such accommodation service and/or any other associated services is a person other than the holder of the card used to pay for such services, the Contractual Partner shall obtain a new written confirmation issued and signed by the cardholder and obtain a new authorization. If a reservation is made or cancelled via a third party (i.e. an agency), the Contractual Partner shall be responsible for all expenses incurred and liable for any loss caused by such third party.

Unless the Contractual Partner obtains such written confirmation from the cardholder or if such confirmation fails to include all components defined in this Section, Nexi Croatia shall be entitled to act in accordance with Section 5.2 of these General Terms and Conditions.

9.2 VEHICLE RENTAL

If the Contractual Partner receives a vehicle rental request, it shall make the cardholder aware of the terms and conditions of such rental and obtain an authorization from/via Nexi Croatia's authorization system for the total estimated price of such rental according to the Contractu-

al Partner's applicable rates and the rental period. Such estimated rental price shall not include any fees, potential damage to the vehicle, theft or the value of the vehicle rental insurance policy.

The Contractual Partner must perform a separate transaction for the vehicle rental insurance policy and obtain a specific authorization from/via Nexi Croatia's authorization system. If the actual cost of the service exceeds the authorized cost on completion of the vehicle rental service, the Contractual Partner shall obtain a new authorization from/via Nexi Croatia's authorization system for the entire amount of such charge before submitting the charges for payment.

If so requested by Nexi Croatia, the Contractual Partner shall provide all documentation that may affect the validation of a transaction following a complaint, as follows:

1. the vehicle rental agreement including the start and end dates of the rental period;
2. cardholder's consent to charge their card in accordance with the rental agreement;
3. the applicable General Terms and Conditions, rates and any other appendices to the rental agreement;
4. an invoice specifying the costs to be charged to the cardholder;
5. an EFTPOS-generated confirmation of (online) preauthorization or a signed slip including the card data;
6. EFTPOS charges/transactions;
7. a copy/printout of the reservation (order) if made online;
8. evidence of the condition of the vehicle at the beginning and at the end of the rental period;
9. any other documentation that may affect the validation of the transaction.

Any further cost to be charged to the card (e.g. fines for traffic violations, damage to the vehicle, theft, etc.) must be specifically authorized by the cardholder in writing and processed as a separate transaction.

For the purpose of charging the cost of damage to the vehicle to the card, the Contractual Partner shall on return of the vehicle obtain from the cardholder their written statement of responsibility, which must include the card number, cardholder's name, vehicle's registration plate number, vehicle model, rental period, maximum estimated damaged to the vehicle and cardholder's consent to charge the specified amount of loss to their card up to the indicated maximum amount of loss. Such statement must be signed by the cardholder, indicating the date and place of its signing.

If the cardholder is a foreigner, all such documents must be translated into English.

The Contractual Partner accepts and undertakes to comply with any further instructions or requests received from Nexi Croatia with regard to such vehicle rental, in particular the Card Acceptance Guidelines for Car Rental Offices available on www.nexi.hr

10 FINAL PROVISIONS

10.1 TRADEMARKS AND ADVERTISING

The Contractual Partner shall prominently display at its store the marks of the cards it accepts, the relevant trademarks and other symbols as instructed by Nexi Croatia.

The Contractual Partner shall only be entitled to use the payment card scheme's tradename and trademark for the purpose of informing cardholders of card acceptance arrangements.

If the Contractual Partner ceases to accept cards for any reason whatsoever, it shall immediately remove all signs, labels or any other marks identifying the cards it no longer accepts.

The Contractual Partner shall not use the tradename, or any other trademark of a Nexi Croatia or any entity affiliated with it.

10.2 RETENTION AND STORAGE OF DATA

The Contractual Partner shall store and securely retain in electronic format all records of charges, all information and all documents resulting from card acceptance for a period of 3 (three) years following the relevant transaction date as evidence of its completed transactions. Where a slip is authorized by signature, the Contractual Partner shall retain the original version for at least 4 (four) months following the transaction date.

10.3 DATA PROTECTION

The Contractual Partner shall maintain all data contained in the Acquiring Framework Agreement and/or any data that become available to it while performing such Agreement, including any available information regarding cardholders and transactions/charges in strict confidence both during the term of such Agreement and after its termination for any reason in accordance with the provisions of such Agreement and the applicable regulations, including in particular the General Data Protection Regulation (GDPR) and Information on Personal Data Protection (<https://www.nexi.hr/hr/informacija-o-obradi-osob-nih-podataka/>): The Contractual Partner agrees that Nexi Croatia may share any data contained in the Acquiring Framework Agreement and/or any data that become available to it while performing such Agreement with other Nexi Group entities for the purpose of preventing fraud and assessing Contractual Partner's risk level for the purposes of performing such Agreement, discharging its obligations to payment card schemes;

The Contractual Partner agrees that Nexi Croatia may exchange data owned simultaneously by both Nexi Croatia and the Contractual Partner (Joint Data) with NEXI PARTNERS and NEXI MDA PARTNERS, for the purposes of: (i) developing additional benefits and functionalities related to the card-based payment transaction acceptance service that is the subject of this Agreement; and (ii) participating in joint promotional activities, whereby Nexi Croatia acts as an appropriate intermediary in offering products and services of NEXI PARTNERS or NEXI MDA PARTNERS to Contractual Partners (including, but not limited to, financial services offered by NEXI PARTNERS or NEXI MDA PARTNERS). The latter from point (ii) of the previous sentence applies provided that the Contractual Partner has not previously withheld consent for receiving marketing offers. Joint Data of Nexi Croatia and the Contractual Partner refers to transaction data generated at the Contractual Partner's points of sale under this Agreement, including but not limited to: the total number of daily, monthly, quarterly, and annually initiated payment transactions at an individual point of sale and/or EFTPOS device; the number and amount of refund transactions; the number of installed EFTPOS devices; and the date of conclusion of this Agreement.

In such data exchange, Nexi Croatia shall apply all anonymization measures to data belonging exclusively to the Contractual Partner, whereas cardholder data and individual transaction data are not, cannot, and will not be the subject of such exchanges.

In the event of reasonable suspicion or actual compromise of data relating to and/or arising from the application of the Framework Agreement on the Acceptance of Card-Based Payment Transactions, the Contractual Partner undertakes to notify Nexi Croatia thereof without delay, and no later than 24 hours from becoming aware of the compromise.

10.4 DUTY TO REPORT

The Contractual Partner shall immediately provide to Nexi Croatia written notice of any status, organizational or any other change relevant to the performance of the Acquiring Framework Agreement (change of authorized persons, commercial bank, bank account number, store, particulars of the contact person, etc.). Pending its receipt of such notice, Nexi Croatia shall perform its obligations under the relevant Acquiring Contract in accordance with its provisions and shall not be liable for any loss that may result from failure to provide such notice or providing it in an untimely manner. The Contractual Partner shall also provide to Nexi Croatia at its request any business records that may be necessary to assess the financial situation of the Contractual Partner (including its annual financial statements, statements of assets and liabilities, statements of any surpluses and its sales and income tax returns) a so-called "open ticket report", as well as the questionnaires completed on an annual basis and, in case of travel arrangers, a currently valid confirmation guaranteeing the price of travel.

10.5 LIMITATION OF LIABILITY

Either party is responsible for its own acts and omissions under the Framework Agreement on the Acceptance of Card-Based Payment Transactions in accordance with applicable law, subject to the limitations set forth in these

General Terms and Conditions.

Nothing in these General Terms and Conditions limits either party's responsibility for (i) death or injury caused by such party's negligence; (ii) fraud or misrepresentation; (iii) either party's gross negligence or wilful misconduct; or (iv) to the extent permitted by the applicable laws.

Nexi Croatia's aggregate liability during any 12-month period beginning as of the effective date of the Acquiring Framework Agreement may not exceed the lower of (i) 70% of the acquiring fee for the amounts paid or payable by the Contractual Partner within the past 12 months according to the Acquiring Framework Agreement and (ii) EUR 20,000, whichever is lower. For the avoidance of doubt, such limitation of liability shall not limit the amounts of charges/transactions payable by Nexi Croatia to the Contractual Partner hereunder.

Unless otherwise specified in these General Terms and Conditions, Nexi Croatia shall not be liable for any indirect or accidental loss, operating loss, consequential damages, lost profits or any costs of auditors, advisors or consultants or any other similar external costs, third-party claims and/or loss of data, earnings, revenue, customers, goodwill or interest.

Notwithstanding the foregoing and without any limitation of liability, the Contractual Partner shall indemnify Nexi Croatia against any losses or claims, including claims for damages, as well as any complaints, legal actions or expenses (including reasonable attorney fees), including but not limited to any fine or charge imposed on Nexi Croatia by a payment card scheme as a result of Contractual Partner's violation of and/or noncompliance with these General Terms and Conditions and/or any relevant regulations or laws (including payment card scheme rules) applicable to it.

10.6 FORCE MAJEURE

Force majeure shall mean any event where the performance of either party's obligations is rendered impossible due to extraordinary external events occurring after the execution date of the Acquiring Framework Agreement, which could not be foreseen, prevented, avoided or eliminated by the relevant party as of the execution date thereof, for which neither party is responsible. The party affected by a force majeure event shall be released from its obligations under such Agreement pending the cessation of such event, whereas the other party shall be entitled to terminate the Acquiring Framework Agreement and each Acquiring Contract if such event of force majeure should continue for more than 8 days. The party affected by such even shall notify the other party of its occurrence and cessation no later than 3 (three) business days of becoming aware of such force majeure event, specifying the anticipated duration of such event and its potential impacts on the performance of the Acquiring Framework Agreement and each Acquiring Contract. If such party fails to comply with the preceding sentence, it shall be liable to the other party for any loss incurred by it as a result of the affected party's failure to notify it.

10.7 EFFECTIVE DATE AND TERM OF THE ACQUIRING FRAMEWORK AGREEMENT

Unless otherwise indicated in the Acquiring Framework Agreement, such Agreement shall be entered for an unlimited time. The Agreement shall be deemed entered into as of the 15th (fifteenth) day following its execution date, unless Nexi Croatia activates the necessary acquiring parameters before the end of such period, in which case the Agreement shall be deemed entered into as of the date of such activation or, if Nexi Croatia notifies the Contractual Partner of the existence of any circumstances that prevent it from establishing business cooperation, the Agreement shall be treated as not executed.

Either party may terminate the Acquiring Framework Agreement or any Acquiring Contract in its entirety or an individual Agreement, subject to a notice period of 8 (eight) days starting from the date of delivery of the written notice of termination to the other Contracting Party by registered mail. The date appearing on the postal stamp affixed at the time of sending a mail item containing such notice of termination shall be deemed the date of giving the written notice of termination.

If the Contractual Partner should fail to comply with any

provision of the Acquiring Framework Agreement or these General Terms and Conditions or if there is suspicion or evidence that the Contractual Partner or any employee of the Contractual Partner has been involved in any card abuse or falsification activities or if the Contractual Partner becomes unable to pay its debt or places unbacked orders for cardholder refunds or if the applicable conditions precedent to initiating a (preliminary) bankruptcy proceeding or liquidation proceeding against the Contractual Partner have been fulfilled or if such proceedings are brought or if there is any threat of the Contractual Partner becoming unable to pay its debts or overindebted, Nexi Croatia reserves the right to terminate the Acquiring Framework Agreement with immediate effect.

In the event of a breach of the provisions of the Framework Agreement or these General Terms and Conditions by the Contractual Partner as determined by Nexi Croatia (independently or at the initiative of a card payment scheme), Nexi Croatia reserves the right to immediately terminate the entire Framework Agreement or to terminate it only in part relating to the acceptance of cards of a specific card payment scheme (e.g., VISA, etc.), as the case may be.

Regardless of other rights and obligations regulated by the General Terms and Conditions, Nexi Croatia has the right: a) in the event of suspected breach of the provisions of the Framework Agreement, to suspend the settlement of credit card transactions processed for the Contractual Partner with immediate effect, until the Contractual Partner proves to Nexi Croatia that business operations were and are being conducted in accordance with the provisions of the Framework Agreement, including the provisions of the General Terms and Conditions.

Nexi Croatia has the right, with immediate effect, to reject transactions and/or impose limitations on the number or volume of transactions under the Framework Agreement if: a) Nexi Croatia assesses that its exposure regarding the transaction(s) or the Framework Agreement is excessive or significantly deviates from what was agreed upon at the time of entering into the Framework Agreement; b) one or more card schemes require Nexi Croatia to reject transactions or express concern regarding the Framework Agreement; c) in the opinion of Nexi Croatia, the activities or actions of the Contractual Partner are illegal, harmful, or could damage the reputation of Nexi Croatia and/or card payment schemes; d) the risk assessment of the Contractual Partner is not satisfactory to Nexi Croatia; or e) the Contractual Partner fails to provide information requested by Nexi Croatia or provides inaccurate or insufficient information within the timeframe specified by Nexi Croatia. If the Contractual Partner does not record any transactions/charges for more than 8 (eight) months, the Acquiring Framework Agreement shall be deemed terminated 8 (eight) months after the date of the last transaction/slip.

After the end of the Acquiring Framework Agreement, the Contractual Partner shall immediately:

- remove all trademarks and signs as envisaged in Section 10.1 of these General Terms and Conditions and make all materials, accessories and devices received by it available to Nexi Croatia;
- submit all charges incurred and authorizations for payment no later than the last day of the notice period.

The rights and obligations in connection with charges incurred up to the termination date of the Acquiring Framework Agreement shall also apply to such charges, irrespective of whether Nexi Croatia processed them before or after the termination date of the Acquiring Framework Agreement.

All rights and obligations intended to continue in effect, including but not limited to the right to charge and the obligation to retain, store and protect data shall survive any termination of the Acquiring Framework Agreement.

10.8 TRANSFER/ASSIGNMENT OF THE ACQUIRING FRAMEWORK AGREEMENT

The Contractual Partner shall not assign, subcontract or transfer its rights or obligations under the Acquiring Framework Agreement to a third party without obtaining prior written approval from Nexi Croatia.

Nexi Croatia reserves the right to transfer the Acquiring Framework Agreement in its entirety and any Acquiring Contract to a third party authorized by the relevant payment card schemes to provide the services contemplat-

ed in the Acquiring Contract being transferred, provided that it gives the Contractual Partner prior notice thereof, and the Contractual Partner hereby gives its prior consent to such transfer.

10.9 NOTICES

The Contractual Partner gives its consent to Nexi Croatia to use the Contractual Partner's tradename and logo solely for reference purposes in commercial and marketing materials appearing on the website of Nexi Croatia or in the context of any other private or public communication with existing or potential Contractual Partners of Nexi Croatia. The Contractual Partner may at any time revoke its consent to such use of its tradename and logo and Nexi Croatia shall in such case be required to remove such references or implement redaction measures to comply with such requirement of the Contractual Partner. The Contractual Partner hereby gives its consent to Nexi Croatia to share information about the Contractual Partner (such as its contact details, particulars of contractual arrangements or its business relationship with Nexi Croatia) with other companies within Nexi Group of which Nexi Croatia is a member for the purpose of reporting intragroup matters, for marketing purposes or for product or service searching purposes. A list of Nexi Group entities, including Nexi Croatia, is published on: <https://www.nexigroup.com/en/group-locations/>.

The Contractual Partner hereby gives its consent to Nexi Croatia to contact the Contractual Partner (by phone, e-mail, etc.) for satisfaction surveying purposes to determine the level of Contractual Partner's satisfaction with service quality, etc. with regard to the services provided by Nexi Croatia under the Acquiring Framework Agreement.

All notices between the parties shall be made in writing in the Croatian language and sent as follows:

- if for the Contractual Partner: to its registered office address appearing on the first page of the Acquiring Contract;
- if for Nexi Croatia d.o.o.: Slavonska avenija 1A, 10000 Zagreb

10.10 COPY OF THE AGREEMENT/CONTRACT AND THESE GENERAL TERMS AND CONDITIONS

During the term of the Acquiring Framework Agreement, Nexi Croatia shall ensure that a copy of the Acquiring Framework Agreement and each Acquiring Contract and/or these General Terms and Conditions is promptly provided to the Contractual Partner at its request, in paper or electronic format.

10.11 RESOLUTION OF COMPLAINTS AND DISPUTES

If the Contractual Partner should consider Nexi Croatia to fail to comply with the provisions of Volume I or Volume II of the Payment Services Act or Regulation (EU) 2015/751, it may:

- submit to Nexi Croatia its written complaint, which Nexi Croatia shall respond to within the time defined by the Payment Services Act or the Regulation;

lodge a complaint with the Croatian National Bank as the authority responsible for supervising payment services.

Nexi Croatia and the Contractual Partner shall endeavour to amicably resolve any disputes arisen from the Acquiring Framework Agreement and/or any Acquiring Contract or may submit an application for mediation with the Mediation Centre of the Croatian Chamber of Economy to resolve any dispute arisen from the Acquiring Framework Agreement and/or any Acquiring Contract.

If no amicable solution is found, the parties shall submit to the jurisdiction of the competent court in Zagreb.

Any dispute arisen from or in connection with the Acquiring Framework Agreement shall be governed by Croatian law.

10.12 MODIFICATIONS AND/OR SUPPLEMENTS TO THESE GENERAL TERMS AND CONDITIONS

Nexi Croatia reserves the right to amend and/or supplement these General Terms and Conditions and/or an individual Agreement on the Acceptance of Card-Based Payment Transactions, i.e., it reserves the right to amend and/or supplement the Framework Agreement on the Acceptance of Card-Based Payment Transactions (including, but not limited to, changes to fees charged by Nexi Croatia to the Contractual Partner under the Framework

Agreement on the Acceptance of Card-Based Payment Transactions), with an obligation to notify the Contractual Partner thereof via one or more of its distribution channels, including the website www.nexi.hr at least ten (10) days prior to the entry into force of the amendments and/or supplements, thereby excluding, in accordance with Section 11 (3) of the Payment Services Act, the application of Section 26 (1) of the Payment Services Act. If the Contractual Partner should not agree with any proposed modifications or supplements to these General Terms and Conditions, any Acquiring Contract or the Acquiring Framework Agreement, it may terminate the Acquiring Contract with immediate effect no later than 1 (one) day prior to the intended effective date of such modification or supplement and shall otherwise be deemed to have accepted such proposed modifications or supplements.

10.13 EXTENSION OF BUSINESS COOPERATION

Nexi Croatia reserves the right to propose to the Contractual Partner to extend their business cooperation to (i) cards under any payment card scheme for which Nexi Croatia is or becomes authorized to provide acquiring services; and (ii) specific new forms of methods of accepting card-based payment transactions not previously agreed upon. In such case, Nexi Croatia shall provide to the Contractual Partner a draft version of the Acquiring Contract for a particular payment card scheme or a draft version of the contract for such specific new forms/methods of conducting card-based transactions, such contract to be deemed executed as of the date the first card-based transaction is accepted and slips are provided in accordance with Section 4.3 of these General Terms and Conditions.

Nexi Croatia reserves the right, in the name and for the account of a NEXI PARTNER or NEXI MDA PARTNER, to provide information and/or offer their products or services to the Contractual Partner, and to bring the Contractual Partner into direct contact with the NEXI PARTNER or NEXI MDA PARTNER, provided that the Contractual Partner expresses business interest in an appropriate form upon receiving the offer; in such cases, Nexi Croatia shall not be liable to the Contractual Partner for the content of the information provided and/or the offers of the NEXI PARTNER or NEXI MDA PARTNER, nor for the service/product provided by the NEXI PARTNER or NEXI MDA PARTNER.

10.14 TRANSITIONAL AND FINAL PROVISIONS

The card-based payment transaction acceptance service, as a payment service, is regulated by the Payment Services Act.

If specific provisions of the Framework Agreement on the Acceptance of Card-Based Payment Transactions regulate an area differently from these General Terms and Conditions, or in a manner that addresses specificities characteristic only to a particular Contractual Partner, such specific provisions of the Framework Agreement shall apply to the business relationship between Nexi Croatia and that Contractual Partner.

If, following the adoption of these General Terms and Conditions, any matter regulated by the Framework Agreement or these General Terms and Conditions is resolved differently by laws or bylaws, the provisions of the relevant regulation shall apply until the corresponding amendments to the Framework Agreement or these General Terms and Conditions enter into force.

Should any provision of the Framework Agreement or these General Terms and Conditions subsequently be found null and void, this shall not affect the validity of the remaining provisions; the contracting parties shall replace the void provision with a valid one that, to the greatest extent possible, enables the achievement of the objective intended by the provision found to be void.

For everything not explicitly defined in the Framework Agreement on the Acceptance of Card-Based Payment Transactions or these General Terms and Conditions, laws and bylaws shall apply.

10.15 EFFECTIVE DATE

These General Terms and Conditions shall enter into effect and apply as of the execution date of the Acquiring Framework Agreement.



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