**solidgate**

## ORCHESTRATION SERVICES AGREEMENT

**Version 2.3.0, May 2022**

**WHEREAS:**

(A)     WHEREAS, the Company wishes to engage Solidgate for the provision of Services as described herein.

(B)     WHEREAS, Solidgate has agreed to supply the said services on the terms and conditions set out in this Agreement.

(C)     WHEREAS, it is the express objective and intention of the Parties to this Agreement to achieve a high degree of efficiency in their professional relationship, to their mutual benefit.

**NOW, THEREFORE,** the Parties hereto agree as follows:

1.     **CONDITIONS PRECEDENT**

1.1.     The following shall be the condition precedent for Solidgate to start rendering the Services:

1.1.1.     The Company has integrated with Solidgate through the Technical Solution;

1.1.2.     The Company successfully underwent the verification and due diligence processes, by providing the Company Information requested by Solidgate.

1.1.3.     The Company has concluded the respective agreement with the Acquirer(s), pursuant to which all payments made by the End Users will be processed by the Acquirer (and/or other third-party service providers, if applicable) with the use of the Technical Solution;

1.1.4.     The Company granted the Acquirer and other third-party service providers (if any) an irrevocable consent (for the term of the Agreement) to provide Solidgate with information regarding Company's Transactions made through the Technical Solution;

1.1.5.     The Company has disclosed to and obtained a prior written approval from Solidgate for all Websites and Goods for which the Company processes Transactions or otherwise accepts payments through the Technical Solution.

1.2.     If the Company becomes incompliant with any of the conditions precedent set out in clause 1.1, Solidgate shall have the right to suspend rendering Services until the Company is compliant again.

1.3.     In consideration of the Fees and subject to the Company's conformity with the Agreement, Solidgate shall render Services as set out in this Agreement.

2.     **SERVICES**

2.1.     The Services shall be provided by Solidgate in its sole discretion. Solidgate has a discretion to use the methods of payment handled by either Acquirer or other third-party service providers involved (if any) in order to render Services.

2.2.     Solidgate shall render the Services agreed in Schedule A to this Agreement.

2.3.     The change in Applicable Laws may affect Solidgate's ability to provide and Company's ability to receive the Services.

2.4.     The Company acknowledges that Card Schemes may impose Limits from time to time. The Company shall not exceed the Limits. If the Company exceeds any Limit, Solidgate has the right, in its sole discretion, to suspend the Services.

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2.5. Solidgate is authorised to suspend rendering the Services as necessary to conduct maintenance, upgrade, repair and/or provide other necessary attention to Solidgate's Technical Solution, servers or equipment. Solidgate will have reasonable discretion to determine when to suspend Services and shall give the 5 days e-mail written notice on such suspension.

2.6. Without derogating from any other right available to Solidgate under this Agreement, Applicable Laws or otherwise, on the basis of risk management considerations or where required to comply with the Applicable Law Solidgate, in its sole discretion, has the right to suspend the Services in any jurisdiction at any time and for any period of time.

2.7. Solidgate reserves the right to use third-party service providers in rendering any of the Services to the Company. Solidgate shall exercise reasonable care while choosing the provider. Solidgate accepts no liability for the provision of the Services by any third party.

3. **FEES**

3.1. The Company shall pay the Fees defined in Schedule(s) to the Agreement. The Fees shall be confirmed by an invoice (or an electronic invoice) issued by Solidgate on a monthly basis. The net Fees due shall be paid by the Company to Solidgate's bank account stipulated in the invoice within ten (10) calendar days of receiving the invoice.

3.2. Solidgate shall have the right, for its sole discretion, to issue the invoice to Company if the Fees exceed USD 10,000 (or an equivalent). This does not restrict Solidgate to issue the invoice at the end of the month as per clause 3.1.

3.3. Alternatively to the payment of the Fees under clause 3.1, Company may authorise the Acquirer to deduct the Fees in favour of Solidgate under the respective agreement with the Acquirer. The Company shall inform Solidgate on such authorisation. The Fees shall be then paid within the time limits stipulated in clause 3.1. If Company cancels the authorisation for the Acquirer's withdrawal, Solidgate shall have the right to invoice the Company under the clause 3.1.

3.4. Interest shall accrue on any unpaid invoice owed by the Company to Solidgate at the rate of 10% per month. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. The Company shall pay the interest together with the overdue amount. Solidgate can, at its sole discretion, waive its right to claim the accrued interest on an unpaid invoice. Solidgate also will be entitled at any time to suspend providing Services or apply to the Acquirers (and/or other relevant third parties involved) with instructions to debit the Company's bank account for repayment of any sums that are due and owing by the Company to Solidgate, and the Company irrevocably authorises its financial institution to accept such instructions.

3.5. All fees payable to Solidgate under this Agreement are exclusive of value added tax and any additional or other taxes, charges or duties which may be imposed in connection with any and all payments made or due hereunder and shall, if applicable, be borne by the Company. In case value added tax or any other sales tax is or becomes chargeable (retroactively or going forward) in accordance with applicable laws, Solidgate shall add such amount to the Fees accordingly.

3.6. Any fees or amounts paid by the Company, whether directly or by way of set-off, deduction or otherwise, to Acquirers or other third-party service providers, shall not affect nor derogate from Company's obligation to pay all the Fees due to Solidgate hereunder.

3.7. Any repayment of funds to the End User for the execution of the Transaction (as a result of the Chargeback or otherwise) is subject to the following terms:

(a)     the Company is solely responsible for repayment of funds, on the terms indicated in the agreement with the Acquirer (and/or other service providers (if any)); and

(b)     the Fees charged by Solidgate in relation to execution of such Transaction is not to be returned to the Company.

3.8.    The Company shall meet all costs associated with its compliance with the Applicable Law.

4.      **AMENDMENTS**

4.1.    Solidgate shall have the right, upon a three (3) day notice, to change any of the Services if:

(a)     Company requests so;

(b)     The changes are made at the Card Scheme(s) and/or Acquirers' request;

(c)     The changes are imposed upon Solidgate under the Applicable Law;

(d)     The change is required on the basis of risk management considerations of Solidgate. For this, Solidgate shall communicate the reason for and substantiation of such considerations;

(e)     Company fails to fulfil its obligations under the Agreement.

4.2.    Solidgate shall have the right, upon a ten (10) day notice, to change any provision of the Agreement, including but not limited, with regards to Clause 3 of the Agreement, if:

(a)     The changes are imposed upon Solidgate under the Applicable Law;

(b)     The change is required on the basis of risk management considerations of Solidgate. For this, Solidgate shall communicate the reason for and substantiation of such considerations;

(c)     Company fails to fulfil its obligations under the Agreement.

4.3.    If the Company does not accept the changes prescribed in clause 4.2 of the Agreement, it has the right to terminate the Agreement before the new provisions enter into force. After the said term, the new changes are considered accepted and in force.

5.      **PROHIBITED ACTIONS**

5.1.    It is prohibited to the Company to:

5.1.1.  Use the Services in a way that infringes Applicable Laws, good practices, rights of third parties, or the policies of the Acquirers.

5.1.2.  Use the Services to handle the Transactions on the Website(s) that were not previously approved by Solidgate. Should the Company process any Transactions through Website(s) that have not been previously approved by Solidgate, the Company shall pay Solidgate an amount equal to a fee of EUR 5,000 for the first incident, EUR 10,000 for the second incident, and EUR 20,000 for the third and every following incident. Notification(s) of Solidgate, including those received by e-mail, specifying violation of this clause shall be a sufficient ground for the Company's obligation to pay the amounts set forth by this clause 5.1.2. The fee shall be invoiced and paid as per clause 3 of this Agreement, where applicable.

5.1.3.  Utilize H2H payment flow without notifying Solidgate and being compliant with the PCI DSS. The Company assumes full responsibility in the event of total or partial non-compliance with the PCI DSS.

5.1.4.  Fail to protect the End User data, which is collected and stored by the Company against unauthorised access. The Company shall immediately notify Solidgate if the Company reasonably believes that there has been any security breach including but not limited to instances of unauthorised access or attempt to access Transaction data or End-User data,

where there is a suspected or confirmed damage, loss or theft of Transaction data or End-User data.

5.1.5.   Conduct activity or use the Services in a way that may result in complaints, disputes, charges, penalties and other burdens to Solidgate or the third parties.

5.1.6.   Fail to approve with Solidgate any new Goods and/or any changes to the Goods that were previously approved by Solid for the use of Services.

5.1.7.   Take actions or omissions that may expose Solidgate to credit risk, risk of fraud, breach of duties related to anti-money laundering and terrorist financing or other statutory obligations or a sudden increase of risk (assessed under the procedures adopted by Solidgate based on the Company Information and other information available).

5.1.8.   Take any actions, as a result of which the Technical Solution or any part of Solidgate's infrastructure will be negatively affected.

5.1.9.   Engage in misleading or deceptive conduct nor to use Services itself or permit others to use the Services for any improper, immoral, or unlawful purposes.

5.1.10.  Use, disclose, sell or disseminate any cardholder information obtained in connection with the Transactions (including the names, addresses and card account numbers of the Cardholders) except for the cases when the Company has a legal basis to perform such processing activities.

5.1.11.  To withdraw integration with the Technical Solution.

5.1.12.  To fail to maintain the following information on its Websites:

(a)   privacy policy (End Users' personal data protection policy), including information on the transfer of personal data of the End Users to a orchestration services provider in connection with the performance of the Transaction;

(b)   information on settlement currency, any Fees, including those for delivery, packaging, and taxes;

(c)   after ordering by the End User and successful authorisation of the Transaction – the Company should inform the End User about it in written or electronic form in accordance with the information received from Solidgate; and

(d)   any other information required by the Applicable Law, in particular regarding provision of services by electronic means, distance sale, and consumer law.

6.   **STANDARD CLAUSES**

6.1.   The Standard Clauses, available at https://solidgate.com/ssc/ are the integral part of this Agreement and the Company by signing the Agreement, including electronic execution by checking the box through the Solidgate's website by the Company's authorized signatory, or the Schedule A to this Agreement acknowledges and accepts them.

7.   **PERSONAL DATA PROTECTION**

7.1.   Personal data processing in connection with this Agreement shall be governed by the Data Processing Agreement, available at https://solidgate.com/legal-dpa/, which forms an integral part of the Agreement.