

RECITALS

- I. Outpayce is a fully owned subsidiary of Amadeus that provides payment gateway services and other ancillary services to its Customers, using specialized and proprietary software. Amadeus and its Affiliates can resell Outpayce solutions to Amadeus or Amadeus Affiliate's customers, or subcontract these payment solutions to Outpayce.
- II. That is, the payment services provided by Outpayce can be rendered to Outpayce customers (directly by Outpayce) or to Amadeus or Amadeus Affiliate's customers (where Amadeus or its Affiliates resell Outpayce solutions to Amadeus or Amadeus Affiliate's customers, or subcontract these payment solutions to Outpayce).
- III. The Partner provides certain payment services to merchants. Now the Partner aims to provide some of these services to Customers through the Payment Platform, as further described in the Enrollment Form, and Outpayce is willing to allow the integration of the Partner in the Payment Platform for such purposes.

CLAUSES

1. Structure and purpose

- 1.1 Overview. The Framework Agreement and different Modules outline different commercial models. The Partner enters into the Framework Agreement and the relevant Modules through the Enrollment Form. The Framework Agreement and the Modules, combined with the Enrollment Form, form the Contract.
- 1.2 Enrollment Form. This instrument outlines:
 - 1.2.1 The particulars of the Parties, the Effective Date and the Initial Term of the Contract.
 - 1.2.2 The Modules selected, the commercials applicable to each Module, and the services provided by the Partner under each Module.
- 1.3 Framework Agreement. This instrument outlines:
 - 1.3.1 The relationship between the Parties, and the reasons why the Parties decided to enter into this Contract.
 - 1.3.2 The structure of the Contract.
 - 1.3.3 General terms and conditions that apply to the Parties.
- 1.4 Modules. These instruments outline:
 - 1.4.1 Particular terms applicable to each commercial model agreed by the Parties (referral, pure reseller, reseller pass-through and/or subcontracting/white labeling). Each Module must be construed together with the Framework Agreement (general terms) and the Enrollment Form (particular terms).
 - 1.4.2 Each Module outlines general terms regarding (a) services that the Partner will provide to Customers, (b) services that Outpayce will provide to the Partner, and (c) services that the Partner will provide to Outpayce.
- 1.5 Prevalence.
 - 1.5.1 Internal discrepancies
 - (a) Framework Agreement. If a conflict arises between the clauses included (i) in the body of the Framework Agreement, and (ii) any attachment, appendix or schedule to the Framework Agreement, the latter will prevail.
 - (b) Modules. If a conflict arises between the clauses included (i) in the body of one Module, and (ii) any attachment, appendix or schedule to such Module, the latter will prevail.
 - 1.5.2 Conflict between the Framework Agreement and one Module. In case of conflict between (a) the Framework Agreement (including any attachment, appendix or schedule thereto), and (b) any of the Modules, the relevant Module will prevail.
 - 1.5.3 Conflict between Modules. In principle, each Module describes a different model and contractual relationship. Therefore, there should be no discrepancy between Modules. However, in case of discrepancy between Modules (including any attachment, appendix or schedule thereto), the last Module executed will prevail.

1.6 Appendices. For ease of reference, appendix numbering is linked to the number of the relevant clause to which such appendix refers (for example.: Clause 3.3 -> Appendix 3.3).

2. Definitions

2.1 Generic defined terms. Capitalized terms used in the Contract will have the following meanings:

Affiliate	Means any Person which belongs to the corporate group of either Party, as defined under section 42 of the Spanish Code of Commerce (' <i>Código de Comercio</i> ').
Amadeus	Means Amadeus IT Group, S.A., a listed company (' <i>sociedad anónima cotizada</i> ') incorporated under the laws of Spain, with Spanish Tax Identification Number (<i>NIF</i>) A-84236934 and registered offices at Calle Salvador de Madariaga 1, 28027 Madrid, Spain.
Applicable Laws	Means any treaty, statute, directive, regulation, by-law, ordinance or subordinated laws in force from time to time, applicable to the Parties.
Background IP	Means Intellectual Property that is developed, acquired, owned, controlled or conceived by each Party (a) before entering into this Contract or, (b) outside the scope of work pursuant to this Contract, <u>and</u> introduced, supplied or disclosed by each of the Parties for the purpose of this Contract.
Card Schemes	Means Visa International, Visa Inc, Visa Europe, MasterCard Worldwide, MasterCard International and Maestro, American Express, Diners Club International, Discover Financial Services, China Union Pay, JCB, and any other card sponsorship organization or association issuing and regulating the use of credit, debit or charge cards.
Confidential Information	Means this Contract and the terms thereof, and any information or materials disclosed by one Party, or its Affiliates to the other Party, or its Affiliates whether labelled with "confidential", "restricted" or "proprietary" terms or otherwise, and any other information (in either oral, written or digital form) that is treated as confidential by the discloser and would reasonably be understood by the recipient to be confidential, whether or not so marked, including, without limitation: (a) discoveries, ideas, concepts, software in various stages of development, designs, drawings, specifications, techniques, models, data, source code, object code, documentation, diagrams, flow charts, research, processes, procedures, functions, "know-how," marketing techniques and materials, marketing, business and development plans, products, services, price lists, pricing policies, financial information of the disclosing Party and any data processing documentation with respect to operation of the Payment Platform; and (b) any information received by the disclosing Party from a third-party that has been designated as confidential, restricted, or proprietary.
Customer(s)	Means customers of Outpayce, or customers of Amadeus and its Affiliates (when Amadeus or its Affiliates resell Outpayce solutions, or subcontract these payment solutions to Outpayce). Customers can be airlines, airports, travel agencies, hoteliers and acquirers, amongst others.
Customer Agreement	Means the agreement entered into between (a) Amadeus, Outpayce and any of their Affiliates, and (b) any given Customer to provide, amongst others, the Partner's services.
Customer Data	Means all data and information generated, inputted or stored in the Payment Platform as a result of the Payment Solutions and relating specifically to Customer or its Affiliates, as well as their operations, facilities, customers, Personnel, assets and programs in whatever form that information may exist and be processed through the Payment Solutions, excluding (a) Outpayce Performance Data; and (b) Outpayce Systems Level Data.
Contract	Means the Framework Agreement in combination with the Modules and the Enrollment Form.

Corruption or Corrupt Practices	Means offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party; including bribery (including facilitation or grease payments), extortion or solicitation, trading in influence, fraud, abuse of power, cartels, embezzlement and money laundering.
Data Controller	Means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
Data Processor	Means a natural or legal person, public authority, agency or other body which Processes Personal Data on behalf of the Data Controller.
Data Protection Laws	Means any laws and regulations relating to the Processing of Personal Data and privacy applicable to the Parties, including, without limitation, the EU regulation (2016/679/EC) <i>on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data and repealing Directive 95/46/EC, as amended.</i>
Dispute	Means a difference, disagreement or question relating to the Contract or the performance of any contractual or non-contractual obligation arising from, or in relation to the Contract.
Effective Date	Means the effective date of the Contract, as stated in the Enrollment Form.
Enrollment Form	Means the instrument through which the Parties enter into the Framework Agreement and the relevant Modules, outlining basic commercial terms between the Parties.
Force Majeure Event	Means one of the following events: acts of God, natural disasters (for example, fire, flood, earthquake, elements of nature), hostilities, epidemic, pandemics, acts of terrorism or crime including riot, explosion, sabotage, acts of government, and general lock-outs and/or industrial disputes (for example, to the extent that such lock-outs and/or industrial disputes do not affect only one Party's own personnel), or any other cause beyond the reasonable control of either Party.
Foreground IP	Means the Intellectual Property excluding any Background IP created or developed solely by either Party arising out of or in connection with this Contract.
Framework Agreement	Means this document and any attachment, appendix or schedule hereto.
ICC	Means the International Chamber of Commerce.
Industry Mandates	Means the industry mandates and rules published from time to time by Card Schemes or local regulators.
Initial Term	Means the initial term of the Contract, as stated in the Enrollment Form.
Intellectual Property	Means all work products, patents, utility models, registered and unregistered trade and service marks, registered designs, rights in unregistered designs, trade and business names, rights in domain names, copyrights and moral rights, rights in any object code or source code, database rights, rights in inventions, know-how, trade secrets, lists of partners and customers and other Confidential Information, and all other intellectual property rights of a similar or corresponding character, whether or not registered or capable of registration and whether subsisting in any country, territory or part of the world together with all or any goodwill relating thereto.
Modules	Means each agreement executed by the Parties to supplement the Framework Agreement by setting forth particular terms for different commercial models (referral, reseller and/or subcontracting) and Partner's services, as the case may be.

- Outpayce Data** Means all data and information generated, processed, received, inputted, provided or stored by Outpayce (including in the Payment Platform) in electronic or hardcopy format, and whether or not relating to the operations, facilities, passengers, Personnel, assets and programs of Outpayce and its Affiliates in whatever form that information may exist (including Outpayce Performance Data and Outpayce Systems Level Data) relating to any of the foregoing, but excluding the Customer Data.
- Outpayce Performance Data** Means robot measurement data of Customer's usage of the Payment Platform, Customer user system logging based data, incident records, problem tracking records, incident management reports, problem management reports and similar data relating to Payment Solutions performance measurement.
- Outpayce System Level Data** Means network error messages and messages generated by network monitoring tools such as "ping" used to test correct operation of the Payment Platform and coding and similar data forming an integral part of the Payment Platform at a system level, irrespective of Customer identity.
- Parties** Means Outpayce and the Partner.
- Payment Platform** Means the combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Amadeus, Outpayce and/or their Affiliates, utilized to provide certain payments information, technology and data processing/gateway services.
- Payment Solutions** Means the solutions contracted by Customer under the Customer Agreement and provided by Outpayce.
- PCI DSS** Means the PCI Security Council's Payment Card Industry Data Security Standards, as amended from time to time.
- Person** Means an individual, partnership, limited liability company, corporation, joint-stock company, trust, estate, joint venture, association or unincorporated organization, or any other form of business or professional entity, as the context dictates.
- Personal Data** Means any information that relates to an identified or identifiable living individual.
- Personnel** Means the employees, officers, directors, representatives, agents or contractors of the Parties or their Affiliates.
- Processing** Means the use, collection, storage, processing, modification, transfer, blocking or erasure of Personal Data under the Contract.
- 2.2 Additional defined terms. Each Module, as well as the schedules, appendices and attachments to the Contract can include their own defined terms.
- 3. Commencement and duration**
- 3.1 Commencement. Once the initial due diligence on the Partner is completed and approved by Outpayce, the Contract will be valid from the Effective Date set out in the Enrolment Form.
- 3.2 Initial Term. The initial term of this Framework Agreement and therefore of the Contract is set forth in the Enrollment Form. For the avoidance of doubt, the Modules can be entered into, and/or become effective, on a date different to the Framework Agreement Effective Date but will terminate upon expiration of the Initial Term or any extension thereof.
- 3.3 Automatic extensions. Upon expiration of the Initial Term or any automatic extension period, the Contract will be automatically extended for additional periods of three (3) years.
- 3.4 Non-renewal. Either Party can give notice of non-renewal of the Contract (or any Module in particular) with at least one (1) year's notice before the expiration of the Initial Term or any extension thereof.
- 4. Representations and warranties**
- 4.1 Mutual representations and warranties. Each Party represents and warrants to the other Party that:

- 4.1.1 The signatories executing the Framework Agreement and the Modules on behalf of such Party have the authority, the right and the capability to enter into this legal instrument, resulting in binding and enforceable obligations for such Party.
 - 4.1.2 It complies and has always complied with PCI DSS, Industry Mandates and all Applicable Laws and regulations, including but not limited to, antitrust, anti-money laundering, anti-corruption, and terrorist financing laws and regulations, as well as Data Protection Laws.
 - 4.1.3 It has all rights of use, Intellectual Property rights, permissions, registrations, authorizations, licenses and regulatory approvals required to comply with and fulfil its obligations under the Contract.
 - 4.1.4 Neither the execution of the Framework Agreement and the Modules, nor compliance with the obligations set forth in the Contract, breach, are inconsistent with, or result in a violation of (a) the articles of association, certificate of incorporation, bylaws or any other authorizing or constituent documents of such Party, as the case may be, (b) any agreement, contract, license, understanding or instrument binding upon or affecting such Party, or (c) any Applicable Laws.
 - 4.1.5 To the best of its knowledge, there are no actions, suits, claims, governmental investigations or proceedings instituted, pending or threatened against the relevant Party or against any asset, interest or right of such Party, which may have a material adverse effect on such Party and/or its ability to perform its obligations under the Contract.
 - 4.1.6 The KYC information provided to the other Party before entering into the Contract is accurate, complete, and not misleading.
 - 4.1.7 it has not been debarred by any organization from tendering or participating in any project, nor has admitted to, been investigated for, or been convicted for, any Corruption Practice.
 - 4.1.8 it has no conflict of interest with the other Party.
 - 4.2 Partner representations and warranties. The Partner represents and warrants to Outpayce that:
 - 4.2.1 The Partner is registered and authorized by the relevant public authorities and Card Schemes to provide the services outlined in the Contract, without restrictions.
 - 4.2.2 Outpayce does not need to be registered and/or authorized by any public authority or agency to offer the Partner's services through the Payment Platform, nor has any transparency or any other kind of obligation relating to the provision of the Partner's services to Customers.
 - 4.2.3 The Partner and its subcontractors have the authorization or right to use, license, the hardware, systems, platforms, and any other software used to provide the services to Customers and to Outpayce and its Affiliates.
- 5. Obligations of the Parties**
- 5.1 Mutual obligations. Both Parties will:
 - 5.1.1 Comply with PCI DSS, Industry Mandates and Applicable Laws.
 - 5.1.2 Cooperate in good faith in case of external audit.
 - 5.1.3 Provide any notice hereunder to the other Party promptly, in compliance with the terms of the Contract.
 - 5.1.4 Make available to the other Party the information and documents reasonably requested by such other Party, or any information that might have a material impact on the performance of the Contract (such as any modification of structure or organization of the affected Party).
 - 5.1.5 Maintain and/or procure, at their own cost, all necessary rights (including Intellectual Property rights), licenses, permissions, registrations, licenses and regulatory approvals required to comply with its obligations under this Contract, PCI DSS, Industry Mandates and Applicable Laws.
 - 5.1.6 Provide the services set forth in the Contract diligently, timely, and with due care, using skilled workmanship and/or expert subcontractors for all tasks assumed by each Party under the Contract.
 - 5.1.7 Comply with and take reasonable measures to ensure that its subcontractors, agents or other third-parties will comply with Applicable Laws and, especially, that they will not participate in any Corrupt Practices, as well as to immediately (a) cure or act against any suspicion of Corrupt Practices, and (b) notify the other Party about such potential Corrupt Practice.

- 5.1.8 Refrain from performing any action or adopting any conduct or behavior which could be prejudicial to the reputation of the other Party.
- 5.1.9 Keep the Customer control form ([Appendix 5.1.9](#)) updated with the Customers onboarded and the model adopted.
- 5.2 The Partner. The Partner will:
 - 5.2.1 Integrate into the Payment Platform in accordance with clause 6 of this Framework Agreement.
 - 5.2.2 Promptly notify Outpayce and Customers if the Partner's services cannot be provided due to any technical, legal, or regulatory reason, and use its best efforts to resolve such issues as soon as feasible.
 - 5.2.3 Cooperate with Outpayce in good faith and provide all information and documentation requested by Outpayce.
 - 5.2.4 If any independent third-party forensic examination of the Partner is required by the Card Schemes or any public or private authority, engage an examiner acceptable to the Card Schemes or the relevant authority, bearing the cost of such investigation, audit or examination, and cooperating in good faith.
 - 5.2.5 Provide the Partner's services until expiration of the Customer Agreement, if Outpayce so requests.
 - 5.2.6 Offer free training to Outpayce's employees, at Outpayce's request.
- 5.3 Outpayce. Outpayce will:
 - 5.3.1 Permit the integration of the Partner into the Payment Platform, provided that the Partner complies with the Contract.
 - 5.3.2 Provide technical assistance to the Partner in relation to the integration contemplated in clause 6 of this Framework Agreement.
 - 5.3.3 Notify the Partner of any complaint received from Customers in relation to the Partner's services.
- 6. Integration into the Payment Platform. Updates**
- 6.1 Outpayce API. The Partner will integrate into the Payment Platform using Outpayce's proprietary connect API.
- 6.2 Outpayce API and Outpayce software. Outpayce grants to the Partner a personal, non-transferable, non-exclusive, world-wide (excluding sanctioned countries) right to use, access and connect to the Outpayce software and API provided to the Partner by Outpayce for the duration and purposes of this Contract. For the avoidance of doubt, the Partner cannot modify, translate, decompile, disassemble or reverse engineering the Outpayce software for any reason.
- 6.3 API terms and security standards
 - 6.3.1 API terms. The Parties will comply with the standards for integration and operation available [here](#).
 - 6.3.2 Security standards. The Parties will follow the security standards available [here](#).
- 6.4 Changes in Outpayce API. Outpayce reserves the right to add to, amend and/or update the Outpayce API from time to time as Outpayce considers appropriate, including to enhance the Outpayce API feature set. The Partner must implement such changes at its sole cost.
- 6.5 Updates on the Partner's side. To provide the best service to Customers, the Partner will keep the link updated at its sole cost, implementing any update or upgrade requested by Outpayce (following a Customer request or otherwise).
- 6.6 Integration cost
 - 6.6.1 The Partner will pay the applicable join up fee to Outpayce by wire transfer at the bank account nominated by Outpayce, upon execution of this Framework Agreement.
 - 6.6.2 Unless otherwise agreed in the Enrollment Form, Outpayce will make no financial contribution to the integration of the Partner into the Payment Platform.
 - 6.6.3 The Partner will reimburse Outpayce for any costs and expenses incurred in connection with obtaining the necessary registrations or certifications required by PCI DSS or Industry Mandates in connection with the integration of the Partner's services into the Payment Platform, if any.

6.7 Outpayce support. In exchange for the join up fee, Outpayce will provide technical support to the Partner to code against Outpayce's API.

6.8 Platform abuse. If Partner's use of Outpayce platforms and systems exceed a reasonable use, in Outpayce's reasonable opinion, Outpayce will have the right to charge the Partner for any cost resulting from such Partner's abuse.

7. Intellectual Property

7.1 Background IP

7.1.1 Ownership. Each Party will retain all rights, title and interest to the Background IP they introduce or disclose for the purpose of this Contract. For the sake of clarity, the Partner agrees and acknowledges that Outpayce, Amadeus, or their Affiliates, subcontractors, third-party providers, or licensors as the case may be owns the Intellectual Property in any software (whether in object code form or source code form), hardware, documentation, data or information used or developed by, or on behalf of, Outpayce or Amadeus.

7.1.2 License. Each Party hereby grants to the other Party a non-exclusive, royalty free, non-transferable, world-wide (excluding sanctioned countries) license to use, apply and/or exploit the first-mentioned Party's Background IP for the purposes of the Contract during the Term and for no other purposes, subject always to the terms of this Contract.

7.1.3 Access to Background IP

(a) Outpayce accepts that the Partner's access to Outpayce's technology (mainly the Payment Platform) under this Contract will be limited, and that the Partner's limited access will prevent the Partner from copying, reverse engineering, duplicate, mimic, or otherwise use Outpayce's Intellectual Property to develop its own payment platform. Therefore, Outpayce understands and accepts that the Partner's ability to develop any payments platform technology in parallel to this Contract can only rely on the Partner's own capabilities, efforts, and creations, and not on Outpayce's Intellectual Property.

(b) The Partner accepts that Outpayce's access to the Partner's technology under this Contract will be limited, and that Outpayce's limited access will prevent Outpayce from copying, reverse engineering, duplicate, mimic, or otherwise use the Partner's Intellectual Property to develop its own solution to provide services equal or similar to the Partner's services. Therefore, the Partner understands and accepts that Outpayce's ability to develop any solution to provide services equal or similar to the Partner's services in parallel to this Contract can only rely on Outpayce's own capabilities, efforts, and creations, and not on the Partner's Intellectual Property.

7.1.4 No implicit assignment of rights. Except as expressly specified in this Clause, nothing in this Contract will be deemed to grant to the other Party, by implication, estoppel or otherwise, license rights, ownership rights, or any other rights relating to the Intellectual Property of the other Party. The Parties agree to reproduce copyright legends or any other markings indicative of ownership that appear on any materials provided by the other Party, irrespective of ultimate ownership of the underlying Intellectual Property.

7.2 Foreground IP. All Foreground IP will be owned by the Party who developed it.

7.3 Registration of Intellectual Property. If required, the Parties will cooperate in good faith and execute any other documents as may be appropriate to achieve register any Intellectual Property rights of the Parties.

8. Data protection

8.1 Duty of care. The Parties will refrain from taking any action that could cause the other Party (or its Affiliates) to be in breach of applicable Data Protection Laws.

8.2 Substantiating compliance with Data Protection Laws. Outpayce will have the right to request evidence of compliance with Data Protection Laws at any time during the term of the Contract (and upon termination of the Contract, if required by law or by any Dispute or third-party claim).

Upon Outpayce's request, the Partner will promptly provide Outpayce with the information requested, and in any case no later than twenty (20) calendar days after such request. Failing to comply with this obligation will be regarded as a material breach of the Contract.

8.3 Business partners

- 8.3.1 Legal basis. Outpayce will Process the Personal Data of the Partner's representatives, employees, contractors and other points of contact to fulfil its obligations under this Contract.
- 8.3.2 Exercise of data protection rights¹. These Persons can exercise their rights by contacting Outpayce through the emails included in the Enrollment Form if they consider that their rights have not been addressed.
- 8.3.3 Further information. This information may be supplemented with other information provided to the Partner and/or to such Persons, as appropriate, by means of more specific privacy statements. The Partner must inform these Persons about how Outpayce Process their Personal Data.

9. Confidentiality

- 9.1 Valuable information. The Parties understand and accept that the Confidential Information developed or received by the Parties in relation to the Contract is (a) valuable for the disclosing Party, (b) not in the public domain, and (c) secret.
- 9.2 Confidentiality obligations. During the term of the Contract and after its termination on any grounds, the Parties will (a) refrain from disclosing, disseminating, or transferring the Confidential Information; (b) use the Confidential Information only in relation to the provision of the Partner's services and to comply with this Contract; and (c) safeguard and protect the Confidential Information of the other Parties and its Affiliates as it would do with its own Confidential Information.
- 9.3 Authorized disclosure
 - 9.3.1 Advisers, employees and/or subcontractors. The Parties can disclose the Confidential Information to their auditors, attorneys, accountants and/or consultants, provided however that:
 - (a) The disclosure to such authorized recipient was necessary for the purpose of receiving professional advice in relation to the Contract.
 - (b) Confidential Information is provided on a 'need-to-know' basis.
 - (c) Such disclosure was necessary for the disclosing Party to comply with its obligations under the Contract, Applicable Laws, PCI DSS, or Industry Mandates.
 - (d) The recipient must (i) be subject to a duty of confidentiality or professional secrecy, or (ii) have entered into a confidentiality agreement mirroring the terms of this Clause.
 - (e) The disclosing Party will adopt all reasonable measures to protect the Confidential Information, and will be liable, accountable, and responsible for any breach of the confidentiality obligations by such disclosing Party or by the recipients of the Confidential Information.
 - 9.3.2 Legal or regulatory obligations. The Parties can disclose the Confidential Information of the other Party to comply with legal or regulatory obligations, or if required by any administrative or court authority with jurisdiction, provided however that:
 - (a) The disclosing Party must promptly notify the other Party about the disclosure requirement.
 - (b) The Parties will cooperate and use reasonable efforts to narrow the disclosure and to obtain an order or other reliable confirmation regarding the Confidential Information disclosed.
 - (c) The disclosing Party will furnish only the Confidential Information that is legally compelled to disclose according to the advice of its legal counsel.
- 9.4 Restrictions. Unless otherwise provided for in the Contract, the recipient will not:
 - 9.4.1 Make any use or copies of the Confidential Information of the other Party (unless the affected Party must do so to comply with Applicable Laws).
 - 9.4.2 Acquire any right or license in, or assert any lien against, the Confidential Information of the other Party.

¹ Further information can be found at: <https://amadeus.com/en/policies/business-privacy-policy>.

- 9.4.3 Sell, assign, transfer, lease or otherwise dispose of the Confidential Information of the other Party, or use the Confidential Information for any other use than to comply with the obligations of the Contract.
- 9.5 Returning or deleting Confidential Information. At the written request of the disclosing Party, the receiving Party will promptly deliver to the disclosing Party (or, at the disclosing Party's option, destroy or erase) all Confidential Information supplied by the disclosing Party and any materials incorporating or referring to any Confidential Information of the disclosing Party, and all copies thereof.
- 9.6 Equitable relief. The Parties acknowledge and agree that the disclosing Party may be irreparably harmed by the receiving Party's breach of any confidentiality obligation set out in the Contract and that money damages may not constitute an adequate remedy. Accordingly, the non-breaching Party will be entitled, in addition to damages and any other available relief, to equitable relief, including, without limitation, one or more injunctions, specific performance orders, or other orders, prohibiting any breach and requiring strict compliance with the terms of the Contract.
- 10. Force majeure**
- 10.1 Force majeure as an excuse for non-performance. Partial and/or defective performance, as well as lack of compliance with the terms of the Contract caused by a Force Majeure Event, will not be regarded as a partial or total breach of the Contract.
- 10.2 Notice of Force Majeure Event & response. If any Party becomes affected by a Force Majeure Event, such Party will: (a) promptly notify the other Party of the nature, impact and likely duration of the Force Majeure Event; (b) use commercially reasonable efforts (without incurring into any material additional expense solely to comply with the Contract) to mitigate or minimize the effects of the Force Majeure Event under this Contract; and (c) resume full performance of its obligations under the Contract after the cessation of the Force Majeure Event.
- 11. Suspension**
- 11.1 Force Majeure Event
- 11.1.1 Notice and suspension. Upon request of the affected Party, the Partner's services (in whole or in part, as the case may be), the services provided by Outpayce to the Partner, the services provided by the Partner to Outpayce, or the entire Contract, as the case may be, will be suspended during a Force Majeure Event.
- 11.1.2 Cessation of the Force Majeure Event. Upon cessation of the Force Majeure Event, the affected Party will inform the other Party without delay and resume performance of the relevant obligations under the Contract.
- 11.2 Reasonable suspicion of Corrupt Practices. In the event of suspicion of Corruption by the other Party or any of its subcontractors, agents or other third parties in relation to this Contract, the other Party will have the right, at its discretion, to suspend the performance of its obligations under the Contract.
- 12. Termination of the Contract**
- 12.1 Non-renewal. Notwithstanding clause 3.3 of the Framework Agreement, either Party can give notice of non-renewal up to one (1) year before the expiration of the Initial Term or any subsequent extended period.
- 12.2 Material breach
- 12.2.1 Termination right. Either Party can terminate the Contract if the other Party breaches sections 4, 5, 6.7, 8, or 9 of the Framework Agreement (essential obligations), or any section identified in the Modules as 'essential obligation', if the breaching Party does not cure such breach in compliance with clause 12.2.2 below.
- Nonetheless, if the breach is not curable in the aggrieved Party's reasonable opinion, termination will be immediate upon request of the aggrieved Party.
- 12.2.2 Curing material breaches. If the breach of the material obligation is curable in the reasonable opinion of the aggrieved Party, such aggrieved Party will give notice of material breach to the other Party. From the date of receipt of such notice, the breaching Party will have thirty (30) calendar days to cure the material breach. If the breach is not cured within this period to the satisfaction of the aggrieved Party, such aggrieved Party will have the right to terminate the Contract immediately, and seek for any damages suffered.
- 12.3 Termination for Regulatory Compliance. Outpayce can terminate the Contract upon reasonable notice to the Partner if Outpayce understands, in its reasonable discretion, that any change in Applicable Laws,

Industry Mandates, PCI DSS or sanctions causes, or could cause, any violation of such in Applicable Laws, Industry Mandates, PCI DSS or sanctions or materially affects Outpayce's ability to provide the Partner's services through the Payment Platform.

- 12.4 Persistent Force Majeure Event. In case of a suspension of more than three (3) calendar months in case of persisting Force Majeure Event, either Party will be entitled to terminate the Contract.
- 12.5 Change of shareholding (change of control). If there is any change of control in either Party (that is, because of any transaction, any person or entity that does not belong to the corporate group of the affected Party obtains control over fifty percent (50%) or above of the voting rights in the affected Party), the non-affected Parties will have the right to terminate the Contract by giving at least three (3) months' notice (Gregorian calendar).
- 12.6 Termination of all Modules. The Parties can agree to terminate one or several Modules for any given reason. However, if all Modules are terminated, the Contract will also come to an end.

13. Consequences of termination of the Contract

- 13.1 Vested rights, remedies, and actions. Termination of the Contract will not prejudice or affect any vested right, action or remedy of the Parties. That is, upon termination of the Contract on any grounds, the Parties will remain liable for any outstanding amount due and/or obligations arising thereof, including, for the avoidance of doubt, the obligation to pay any fees due or indemnify the other Party for any damage suffered in connection to the Contract.
- 13.2 Disengagement & handover – business continuity
- 13.2.1 The Partner will cooperate with Outpayce and use its best efforts to complete a smooth exit plan and organized hand-over of the Partner's services, avoiding (a) any discontinuance or interruption of the Partner's services until the termination of the Contract, and (b) any inconvenience to Outpayce and the Customer(s) involved.
- 13.2.2 For such purposes, Outpayce will notify the Partner who will provide the Partner's services from the date of expiration/termination of the Contract (if any).
- 13.2.3 Within thirty (30) calendar days of such notice, the Partner will deliver the exit plan to Outpayce. The exit plan will include, amongst others, the steps that the Partner will take to hand over the Partner services to the new provider, if any.
- 13.3 Continued support to Customers – business continuity. If Outpayce so requests, both Parties will use their best efforts to support the provision of the Partner's services to any Customer until the end of the Customer Agreement, as stated in the Customer control form.
- 13.4 Return & destruction of documents and information. At the other Party's request, the requested Party will return or destroy (where reasonably practicable and subject to Applicable Laws and ongoing use rights necessitating retention of a copy):
- 13.4.1 Any Intellectual Property material belonging to the requesting Party, together with all copies thereof (unless otherwise agreed in writing by the Parties)
- 13.4.2 All documents and information, in any format, containing, referring to, or related to the Confidential Information of the requesting Party and/or its Affiliates.

14. Notices

- 14.1 Written notices. Language. All notices, notifications, requests, or communications relating to this Contract must be in writing (email being sufficient if responded by the other Party, including automatic replies) and in English.
- 14.2 Address for notices. The Parties can serve written notice to the registered address of the other Party, or to the email for notices included in the Enrollment Form.
- 14.3 Changes in address for notices. The Parties can modify the address for notices by giving the other Party prior written notice of the new address or addressee, and the date upon which the change will become effective.
- 14.4 Effective delivery of notices. All notices shall be deemed to have been properly delivered to the recipient: (a) if delivered by certified post, upon the date of receipt or rejection or, on condition that the notice was served in the address provided by the recipient, if delivery was attempted twice (x2), but the notice was not either accepted or rejected (just "not received"), then the date of receipt will be five (5) calendar days after the date of second (2nd) attempted delivery; or (b) if delivered by email, when such email is acknowledged or responded by the recipient (including automatic replies).

15. Governing Law. Amicable Dispute Resolution. Arbitration

- 15.1 Governing Law. This Contract, the performance of the obligations contemplated herein, and any non-contractual obligations arising from, or in connection with, this Contract, will be governed by and construed in accordance with the general laws of Spain (*'derecho común español'*).
- 15.2 Amicable dispute resolution procedure
- 15.2.1 Either Party can raise a Dispute. For such purposes, the aggrieved Party will give written notice to the other Party, justifying the grounds for the Dispute.
- 15.2.2 The Parties will continue performing their obligations under this Contract while any Dispute is being resolved. However, this provision will not operate as extending the term of this Contract or precluding or delaying the exercise of any right of termination or other remedy permitted under this Contract.
- 15.2.3 Within ninety (90) calendar days from the notification of such Dispute, the Parties will use their reasonable endeavors to resolve the Dispute in good faith, following their respective internal escalation procedures.
- 15.3 Arbitration. If the Parties fail to resolve the Dispute internally within such term, the Parties will submit the Dispute to arbitration.
- 15.3.1 Arbitration rules. The arbitration proceedings will follow the Rules of Arbitration of the ICC.
- 15.3.2 Venue. The arbitration proceedings will take place in the city of Madrid, Spain.
- 15.3.3 Language. The arbitration proceedings will be conducted in English.
- 15.3.4 Number and nomination of arbitrators. The proceedings will be conducted by one (1) arbitrator appointed by the ICC.
- 15.3.5 Arbitration award. The arbitration award will be binding and non-appealable for both Parties, except in the exceptional cases permitted under the Spanish arbitration law.
- 15.3.6 Entry of arbitration award in any jurisdiction. The arbitration award can be entered in any court of competent jurisdiction.
- 15.4 Injunctive relief. Nothing in this Contract shall prevent either Party from seeking any interlocutory or injunctive relief or any other equitable remedy in any jurisdiction when a Dispute is pending resolution.

16. Miscellaneous

- 16.1 Contract principles.
- 16.1.1 Entire agreement. The Contract and its attachments, as amended, constitute the entire agreement between the Parties with respect to the subject matter thereof, and supersedes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, oral or written, relating to such subject matter.
- 16.1.2 Severability. If one or more of the provisions of the Contract are held to be invalid, illegal, and/or unenforceable in any respect, the relevant provision(s) will be ineffective only to the extent of such invalidity, illegality or unenforceability and will not affect or impair the validity, legality and enforceability of any other provision of the Contract. The Parties will discuss in good faith to replace the invalid, illegal or unenforceable provision(s) or such portion thereof with a valid, legal and enforceable provision(s) with the same or similar economic effect.
- 16.1.3 Waivers. The waiver, forbearance or failure of a Party to demand specific performance of any provision hereunder will not be construed as a waiver or relinquishment of the rights of said Party to request compliance with such provision in the future.
- 16.1.4 Amendments. The Contract can only be amended by a written instrument executed by the Parties.
- 16.1.5 Assignment. Neither Party can assign, delegate, transfer or novate any of its rights and obligations under this Contract without the prior written consent of the other Party (not to be unreasonably withheld or delayed). Any assignment in violation of these rules will be null and void.
- 16.1.6 Subcontracting
- (a) General rule. The Parties will not subcontract any service relating to the Contract without the prior written consent of the other Party.

- (b) Liability. If any Party authorizes the other Party to subcontract any obligation under the Contract, the delegating Party will remain liable for the obligations delegated to the relevant subcontractor.

16.2 Relationship between the Parties

- 16.2.1 No exclusivity. The Partner will be entitled to do business with other technology enablers, payment gateways and orchestrators, and Outpayce will be entitled to do business with other providers of payment services.
- 16.2.2 No circumvention. During the term of the Contract, the Partner will not solicit (directly or indirectly) any Customer, circumventing Outpayce or its Affiliates.
- 16.2.3 Independent contractors. Outpayce and the Partner are independent parties, and the Contract will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Outpayce and the Partner for any purpose. Therefore, neither Party is authorized to act as an agent, employee or legal representative of the other Party and the relationship between the Parties is and will continue to be that of independent parties. Also, the Parties are solely responsible for their actions, claims, commitments and services.
- 16.2.4 Duty of cooperation. The Parties undertake to execute, procure, and/or take part in any action, document, or procedure that the other Party reasonably required to be able to comply with the provisions of this Contract (at the cost of the requesting Party).
- 16.2.5 No employment obligations. Neither Party will be responsible for withholding or paying any income, payroll, social security, or other taxes, making any insurance contributions, including for unemployment or disability, or obtaining workers' compensation insurance for the employees and/or contractors of the other Parties. Any person employed or engaged by each Party in connection with the performance of the Partner's services will be that Party's employees or contractors, and such Party will be fully responsible for them.
- 16.2.6 Third-party beneficiaries. If the Partner's services are offered to Customers through Amadeus or any Affiliate, such Person will have a direct action against the Partner. Other than that, no provision of the Contract is intended, nor shall it be interpreted, to provide or create any third-party beneficiary rights or any other rights of any kind in any customer, affiliate, stockholder, partner, member, director, officer or employee of any Party hereto or any other Person.
- 16.2.7 Publicity. Outpayce and/or Amadeus will use the Partner trade name and/or logo in the Outpayce marketplace, commercial presentations, marketing material, and systems, as the case may be, to inform Customers about the Partner's services. Also, the trade name and/or logo of the Partner will be included in the Payment Platform and other Amadeus systems. Other than that, neither Party will use the other Party's name, trade name, logo(s), mark(s), or refer to the other Party or any matter arising out of or in connection with this Contract, directly or indirectly, without the prior written consent of the other Party.

16.3 Taxes and payments.

- 16.3.1 Income taxes. Each Party is responsible for and must pay any income tax imposed by the competent tax authority as a consequence of, or in connection with, any income earned by that Party as a result of this Contract.
- 16.3.2 Indirect taxes. Fees and charges are exclusive of taxes levied at any time as a direct consequence of the execution of this Contract or with respect to the performance of this Contract. If any tax is chargeable in respect of any payment, Partner must pay such taxes at the applicable rate in respect of any such payments, following the receipt of the relevant invoice issued by Outpayce, as the case may be.
- 16.3.3 Withholdings & deductions. If any Party is required to withhold or deduct any type of tax at source on any amount due to the other Party under this Contract, the obliged Party will (a) remit to the other Party only the net proceeds thereof, (b) withhold and pay such taxes to the appropriate tax authority, and (c) furnish the other Party, within fifteen (15) calendar days (or a shorter period if required by Applicable Laws) the relevant documentation, receipts, certificates or other information relating to the withholding tax to enable the other Party to claim, if applicable, credit for such withholding in its tax jurisdiction.
- 16.3.4 Cooperation.
- (a) The Parties will use their best efforts to do everything required by Applicable Laws to enable or assist the other Party to claim or verify any input tax credit, set off, rebate or

refund in respect of any tax paid or payable in connection with the solutions and services provided under this Contract.

- (b) The Parties will cooperate in good faith to obtain refunds of any taxes paid to the authorities that should not have been charged and/or paid.
- (c) Upon request of the other Party, the requested Party must provide, within one (1) calendar month, a certificate of residency for the purposes of double taxation conventions.

16.3.5 Set-off rights. In case of default on any payment obligation set out in the Contract, the other Party will have the right to set off such liabilities and debts against any amount due by the non-defaulting Party.

16.3.6 Change of Law. If a change in tax Applicable Laws (other than changes to income tax law) occurs during the contract term which results in an increase in Outpayce's tax costs in performing its obligations under the Contract, the Parties will discuss in good faith how to mitigate such impact.

16.3.7 Costs & expenses. Each Party will bear its own costs and expenses incurred in the negotiation and execution of this Contract.

**PARTNERSHIPS
FRAMEWORK AGREEMENT**

Appendix 5.1.9 – Customer Control Form

Customer Control Form					
Customer	Partner's services	Commercial model (referral, pure reseller, reseller pass-through or subcontracting/white label)	Existing Customer (no referral fee under referral model)	Term of Customer Agreement ²	Automatic extensions of Customer Agreement ³
[*]	[*]	[*]	[Yes/No]	[*]	[*]

² For example: "January 1, 2025, to January 1, 2028".

³ For example: "automatic 1-year extensions", "Customer can request extensions of 2 years".