



PARTNERSHIPS REFERRAL MODULE

RECITALS

- I. Outpayce and Partner entered into a Framework Agreement. This agreement includes the general terms and conditions that govern the relationship between the Parties.
- II. Now the Parties want to enter into this Referral Module to set out specific terms applicable to the referral of the Partner's solutions.

CLAUSES

1. Structure and purpose

- 1.1 Framework Agreement and Enrollment Form. The terms of the Framework Agreement and the Enrollment Form apply to this Referral Module.
- 1.2 Purpose. This Referral Module sets out particular terms regarding (a) the referred services that the Partner will provide to Customers, (b) the services that the Partner will provide to Outpayce, (c) the services that Outpayce will provide to the Partner, and (d) the Commissions that the Partner will pay to Outpayce for the provision of such services.

2. Definitions

- 2.1 Framework Agreement & Enrollment Form defined terms. Terms defined in the Framework Agreement and the Enrollment Form will be used in this Referral Module.
- 2.2 Referral Module defined terms. In addition to the terms defined under the Framework Agreement and the Enrollment Form, capitalized terms used in this Referral Module will have the following meanings:

Approved Customers Means any Customer that is referred by Outpayce to the Partner and enters into a Partner Services Agreement following such referral, or any existing customer of the Partner that now wants to receive the Partner's services through the Payment Platform because of the benefits that the provision of the Partner's services through the Payment Platform brings to such Customer.

Commissions Means the program annual fee, the platform transactional fee and the referral fee, as the case may be, payable by the Partner to Outpayce under this Agreement.

Partner Services Agreement Means an agreement for the provision of the Partner's referred services through the Payment Platform, entered into between the Partner and any Customer.

Referral Module Means this agreement, in which the Parties set forth the terms and conditions applicable to the referral of the Partner's services through the Payment Platform.

3. Partner's referred services

- 3.1 Partner's services. The Partner will provide to Customers, through the Payment Platform, the payment services described in the Enrollment Form.
- 3.2 Marketing materials. The Partner will provide all the marketing collateral, brand guidelines and other promotional materials requested by Outpayce, and keep the marketing and promotional material updated.

4. Outpayce referral services

- 4.1 Sales referral. Amadeus, Outpayce and their Affiliates will use their salesforce and the Outpayce's marketplace to inform Customers about the Partner's services through the Payment Platform (as a one of the providers



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available in the platform) to generate leads for the Partner.

- 4.2 Payment Platform. Once integrated, the Partner will receive the relevant transactions from Customers, with the possibility of enriched reporting files, if and where applicable.

5. Referring Customers

- 5.1 Liaison. If any Customer is interested in retaining the Partner's services, Amadeus, Outpayce or their Affiliates will introduce such Customer to the Partner and provide information about the benefits of the three-party integration.

- 5.2 Partner Services Agreement. The Partner and the relevant Customer must enter into the relevant Partner Services Agreement. For the sake of clarity:

5.2.1 Neither Amadeus, Outpayce nor their Affiliates will be a party to such Partner Services Agreement.

5.2.2 The Partner, in its sole discretion, will accept or decline to provide the Partner's services to Customers (and therefore to enter into any Partner Services Agreement).

5.2.3 Any negotiation of the terms and conditions of the Partner's services (including pricing) will be managed directly between the Partner and the Customer.

5.2.4 The Partner's liability for the core service (the Partner's services) will be limited and governed by the Partner Services Agreement.

5.2.5 The Customer will be able to utilize the Partner's services through the Payment Platform only upon such approval and execution of the Partner Services Agreement.

5.2.6 The Partner and the Customer will have the right to terminate the Partner Services Agreement on the terms outlined in such instrument. If that happens, the Partner will give prompt notice to Outpayce using the Customer control form.

- 5.3 Rejected Customers. If the Partner declines to enter into a Partner Services Agreement with any Customer, the Partner will notify Outpayce within five (5) calendar days of such rejection and provide information about the reasons for such decision (for instance, failure to pass the Partner's KYC, suspicions of Corruption, etc.).

- 5.4 Approved Customers. Customer control form. Once the Customer becomes a client of both Parties (for instance, after the execution of the Partner Services Agreement) and therefore an Approved Customer, the Parties will update and exchange the Customer control form to keep track of the Customers receiving the referred Partner's services through the Payment Platform.

6. Commissions. Invoicing and payment of invoices

- 6.1 Commissions. The Partner will pay the Commissions set out in the Enrollment Form, in exchange for the following services:

6.1.1 Program fee. Fee paid in consideration for being part of the Outpayce partner ecosystem, use of Outpayce's branding, access to Outpayce's partnerships team, marketing materials, invitation to certain events with customers, etc. The scope of the program will be defined in writing by the Parties.

6.1.2 Platform transactional fee. Fee paid in consideration for the use and maintenance of the Payment Platform to process Partner's transactions.

6.1.3 Referral fee. Fee paid in consideration for the referral services provided by Outpayce. As an exception to the foregoing, the Partner will not pay any referral fee for the Customers that already had a Partner Services Agreement in place by the time of the referral. These existing customers will be listed on the



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Enrollment Form and the Customer control form.

- 6.2 Invoicing. Within forty-five (45) calendar days from the end of each calendar quarter, Outpayce will invoice the Partner the Commissions owed for the preceding calendar quarter (Gregorian calendar). That is, the invoice with the Commissions due for the first calendar quarter (January to March, both included), will be provided by Outpayce on or before May 15th.
- 6.3 Currency and data retrieval. The invoice will be provided in EUROS, based on the aggregated transaction value processed through the Payment Platform and the conversion rate then applicable if the transactions were processed in a different currency.
- 6.4 Maturity. Invoices will be payable within thirty (30) calendar days from the date of receipt.
- 6.5 Method of payment. Unless otherwise stated by Outpayce in the relevant invoice, the Partner will pay the Commissions by wire transfer to a bank account designated by Outpayce, without setting off any other amount.
- 7. Discrepancies and disputed invoices**
- 7.1 Term to dispute invoices. The Partner will have fifteen (15) calendar days from the date of receipt of the relevant invoice to dispute it.
- 7.2 Deemed acceptance of invoices. Invoices not disputed by the Partner within this period of fifteen (15) calendar days from the date of receipt will be regarded as accepted by the Partner.
- 7.3 Disputing invoices. If the Partner finds any discrepancy in any given invoice, the Partner will promptly notify Outpayce within this period of fifteen (15) calendar days from the date of receipt of the invoice, and pay the undisputed amounts of the invoice.
- 7.4 Good faith discussions. Following the notice of dispute, the Parties will attempt to clarify the disputed amounts in good faith, for a period of thirty (30) calendar days (unless otherwise extended in writing by the Parties).
- 7.5 Escalating disputes. Auditor.
- 7.5.1 Nomination of the auditor. If the Parties fail to reach an agreement within such a period of thirty (30) calendar days, the Partner can appoint an external third party reputable auditor (which cannot be the Partner's own auditor) to review the disputed amounts only. The Partner will bear the cost of the auditor. Outpayce will cooperate in good faith with the auditor nominated by the Partner, granting reasonable access to the relevant books and records to inspect and verify the accuracy of the disputed amounts.
- 7.5.2 Confidentiality. The auditors must be subject to confidential obligations in their agreement with the Partner and enter into Outpayce's standard non-disclosure agreement before having access to the relevant books and records.
- 7.5.3 Limited scope and frequency. The scope of the audit will be strictly limited to the disputed amounts. Audits can occur only once (1) per calendar year.
- 7.5.4 Binding, non-appealable decision. The auditor's conclusion will be binding and not appealable to the Parties.
- 7.5.5 Commission adjustment. If, following an audit, the Commissions need to be adjusted, such adjustment will take place in the following invoice issued by Outpayce (i.e., if any Commission adjustment is settled in May -quarter April, May, June-, the Commission adjustment will be reflected in the invoice issued on August 15th).

8. Data Protection



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- 8.1 Transfer of Personal Data. Outpayce will, directly and/or indirectly, transfer Personal Data to the Partner and vice versa.
- 8.2 Instructions from mutual customer. The Partner and Outpayce understand and accept that the transfer of Personal Data in the context of this Referral Module is a transfer between two Data Processors whereby the Partner and Outpayce are acting on behalf of a mutual Data Controller (the Customer), Processing such Personal Data under the instructions of the Customer.
- 8.3 Independent Data Processors. The Partner and Outpayce are each independent Data Processors, since neither Outpayce nor the Partner are Processing Personal Data on behalf of the other.
- 8.4 Other obligations regarding Personal Data. The Parties will:
- 8.4.1 Process the Personal Data of the Customer, following the Customer's instructions.
 - 8.4.2 use commercially reasonable efforts to keep the connection secure at all times and protect the information collected through the connection from unauthorized access or use, and provide evidence of such technical and organizational measures upon request.
 - 8.4.3 refraining from taking or omitting any action, or permitting anything that might place the other Party or the Customer in breach of applicable Data Protection Laws.
 - 8.4.4 notify the other Party without undue delay on becoming aware of any security incident impacting the Personal Data exchanged between the Parties as a consequence of the execution of this Referral Module.
 - 8.4.5 provide reasonable cooperation and assistance to the other Party in relation to obligations set forth under this Referral Module, including addressing any reasonable security concerns or functionality questions the other Party may have.

9. Termination scenarios

- 9.1 Termination of the Referral Module
- 9.1.1 Mutual agreement. The Parties can agree to terminate the Referral Module at any time, for any given reason, by mutual written agreement.
 - 9.1.2 Non-renewal of the Referral Module on expiration dates. Either Party can give notice of non-renewal of the Referral Module in conformity with section 3.4 of the Framework Agreement.
 - 9.1.3 Termination of the Framework Agreement. If the Framework Agreement is terminated, this Referral Module will be automatically terminated.
- 9.2 Termination of the Partner Services Agreement. The Partner and the Customer can terminate the Partner Services Agreement in conformity with the terms of such agreement.
- 9.3 Termination of services requested by the Customer. Customers can request Amadeus, Outpayce and their Affiliates to stop providing the referred Partner's services through the Payment Platform, in conformity with the terms of the Customer Agreement.
- 9.4 Decommissioning Partner's services. The Partner can decommission one or several services referred by Amadeus, Outpayce or any of their Affiliates to Customers, provided however that business continuity with Customers is secured through the Partner or any other provider. If migration to another provider is required, the Partner will compensate Outpayce for such migration efforts.

10. Consequences of termination



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10.1 Termination of the Referral Module

10.1.1 Vested rights, remedies, and actions. Termination of the Referral Module will not prejudice or affect any vested right, action or remedy of the Parties. That is, upon termination of the Referral Module 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 Commission due or indemnify the other Party for any damage suffered in connection with the Referral Module.

10.1.2 Disengagement & handover – business continuity

- (a) The Partner will cooperate with Outpayce and use its best efforts to complete a smooth exit plan and ordered hand-over of the referred Partner's services, avoiding (a) any discontinuance or interruption of the referred Partner's services until the termination of the Contract, and (b) any inconvenience to Outpayce and the Customer(s) involved.
- (b) For such purposes, Outpayce will notify the Partner who will provide the referred Partner's services from the date of expiration/termination of the Contract (if any).
- (c) 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.

10.1.3 Continued support to Customers – business continuity. If Outpayce so requests, both Parties will use their best efforts to support the provision of the referred Partner's services to any Customer until the end of the Customer Agreement, as stated in the Customer control form.

10.1.4 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):

- (a) any Intellectual Property material belonging to the requesting Party, together with all copies thereof (unless otherwise agreed between the Parties).
- (b) all documents and information, in any format, containing, referring to, or related to the Confidential Information of the requesting Party and/or its Affiliates.

10.1.5 Survival of the Contract. The Contract will survive termination of the Referral Module, except if such termination implies of all the Modules will imply termination of the Contract.

10.2 Termination of the Partner Services Agreement. If the Partner Services Agreement is terminated for any reason, the Partner will give at least six (6) months prior notice to Outpayce, indicating the termination date of the contract and the reasons for such termination (for example, change of law that makes impossible the provision of the Partner's services to such Customer, suspicion of Corruption, etc.).

10.3 Termination of services requested by the Customer. If any Customer requests termination of the referred Partner's services through the Payment Platform, then Outpayce will give prompt notice to the Partner, indicating the date of termination of conveyed by the Customer.

10.4 Decommissioning referred Partner's services.

10.4.1 Disengagement & handover – business continuity

- (a) The Partner will cooperate with Outpayce and use its best efforts to complete a smooth exit plan and organized hand-over of the decommissioned referred Partner's services, avoiding any inconvenience to Outpayce and the Customer(s) involved.



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- (b) Outpayce will notify the Partner who will provide the referred Partner's services from the date of expiration/termination of the Contract (if any).
 - (c) 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 decommissioned Partner services to the new provider.
- 10.4.2 Continued support to Customers – business continuity. If Outpayce so requests, both Parties will use their best efforts to support the provision of the referred Partner's services to any Customer until the end of the Customer Agreement, as stated in the Customer control form.
