

Checkout.com Partner Agreement

This Partner Agreement ("**Agreement**") is made and entered into effect on the day of (dd/mm/yyyy) on 17/11/2020 (the "**Effective Date**")

BETWEEN

- A. **CHECKOUT LTD**, a company incorporated under the laws of England and Wales with company number 08037323, having its registered office address at 54 Portland Place, London, England, W1B 1DY ("**Checkout.com**");

AND

- B. **SHUTTLE GLOBAL LTD** duly registered under the laws of England, under company number 07954321 having its registered office address at 1 Lyric Square, London, W6 0NB, the United Kingdom ("**Partner**"),

(each referred to as a "**Party**" and together the "**Parties**").

WHEREAS

- A. Checkout.com is a provider of payment solutions offered through its proprietary payments platform that connects e-commerce Merchants directly with numerous payment methods to enable customers of these Merchants to purchase their goods and/or services.
- B. The Partner is a provider of e-Commerce payments software, tools and payments orchestration.
- C. The Partner wishes to refer and/or introduce prospective Merchants to Checkout.com in return for the Partner Commission in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 The following terms when used in this Agreement or any document referred to therein shall have the following meaning:

Agreement means this Agreement in its entirety, including all schedules and annexes thereto, and any documents or Agreement incorporated by reference herein, as may be amended from time to time;

Applicable Anti-Bribery Laws means any bribery, fraud, kickback, or other similar anti-corruption law or regulation to which Checkout.com, a Checkout.com Group Company, the Partner, a Partner Group Company and/or any Associated Person (as applicable) is subject in connection with the introduction activities or this Agreement including but not limited to the UK Bribery Act 2010;

Applicable Laws means all laws (including the requirements of any Regulatory Authority) applicable to a Party in accordance with its performance to this Agreement and from time to time in force within any applicable jurisdiction;

Associated Person means in relation to a Party, a person who performs services for or on behalf of that Party in any capacity and including any employees, agents, subsidiaries, representatives and/or subcontractors;

Business Day means a day other than a Saturday or Sunday on which banks are open for normal business in the United Kingdom;

Checkout.com Services means the services that Checkout.com provides, including but not limited to gateway and acquiring services;

Checkout.com Marks means the trade marks (whether registered or unregistered) of Checkout.com which Checkout.com has permitted the Partner to use under the terms of this Agreement;

Commission means the Commission properly due and payable by Checkout.com to the Partner in accordance with clause 5 and Schedule 1;

Confidential Information means any and all information disclosed to the other Party in a manner clearly indicating its confidential nature or which, in the absence of such indication, would under the circumstances appear to a reasonable person to be confidential or proprietary in nature. Such information shall include but not be limited to information relating to any details and lists of any Merchants or potential Merchants or ineligible Merchants, operations, plans, strategies (including but not limited to geographic expansion plans, target customer segment, Merchant acquisition strategy, recruitment strategy, and corporate acquisition strategy), concepts, proposals, intentions, know-how, trade secrets, market information, copyright and other intellectual property rights (whether registered or unregistered), software, market opportunities, organisational internal chart, corporate structure chart, details of customers and potential customers, details of Merchants and potential Merchants, details of competitors and potential competitors, business and/or financial affairs including any such information relating to, disclosed or provided by a Group Company of the Party. For the avoidance of doubt, the fact that the Parties have entered into this Agreement and the Parties may disclose or may have disclosed information and Transaction data, shall of itself be considered as Confidential Information;

Control means, in respect of a Party, the exercise or ability to exercise or entitlement to acquire, directly or indirectly, to direct or cause the direction of the management and policies of such Party, whether through the ownership of voting securities, by contract or otherwise (and "**Controlled**" shall be construed accordingly);

Data Controller has the meaning given in the GDPR;

Data Processor has the meaning given in the GDPR;

Data Subject has the meaning given in the GDPR;

Data Protection Legislation means the EU General Data Protection Regulation 2016/679 (as amended and replaced from time to time) ("**GDPR**") and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC, and as amended and replaced from time to time) and their national implementing legislations; the UK Data Protection Act (as amended and replaced from time to time); and the Data Protection Acts of the European Economic Area ("**EEA**") countries (as amended and replaced from time to time) and in the US, the CCPA – California Consumer Privacy Act of 2018 (Cal. Civ. Code §§ 1798.100-1798.199);

Effective Date means the date when this Agreement was signed by the last of all signatories and enters into force;

Event of Force Majeure means, in relation to a Party, an event or circumstance beyond the reasonable control of that Party (or its permitted subcontractor, assignee or agent);

Existing Checkout.com Customer means a potential Merchant introduced to Checkout.com by the Partner that, at the Introduction Date is either: (i) an existing customer of Checkout.com with a valid Merchant Services Agreement in place; (ii) a previous customer of Checkout.com, meaning that it has held a valid Merchant Services Agreement in the last 12 months; (iii) a potential Merchant that Checkout.com is in discussions with, or has in the 6 months' prior to the Introduction Date, been in conversations with Checkout.com; or (iii) is in

negotiations with Checkout.com for the provision of the Checkout.com Services;

Good Industry Practice means the exercise of that degree of professionalism, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of activity under the same or similar circumstances;

Group Company means, in respect of a Party, any undertaking which Controls or is Controlled by, or under common Control with or by such Party (and “**Group Companies**” shall be construed accordingly);

Initial Term means 1 year commencing from the Effective Date;

Intellectual Property Rights means patents, copyrights, utility models, trade marks, design rights, database rights, trade secrets and other rights in confidential information, trade and business names and all other intellectual property rights and forms of protection of any kind of a similar nature or having a similar effect in any country or jurisdiction, whether registered or unregistered, together with all registrations, applications, renewals and extensions of and to such rights;

Partner Customer means a potential Merchant and/or Merchant who receives Partner Services;

Introduction Date means the date in which the Partner provides Checkout.com with the information contained in clause 2.2;

Partner Marks means the trade marks (whether registered or unregistered) of the Partner which the Partner has permitted Checkout.com to use under the terms of this Agreement;

Loss or Losses means costs, expenses, claims, damages, regulatory fines, Payment Network fines or other liabilities, including reasonable legal expenses;

Marketing Activities shall mean the marketing and promotional activities as agreed in Schedule 1 or otherwise in writing between the Parties and shall include marketing, promotional and advertising materials that may be produced as a result;

Merchant means an online retailer incorporated in the Territory that is introduced by the Partner, accepted by Checkout.com and has entered into a Merchant Services Agreement to receive the Checkout.com Services;

Merchant Services Agreement means an Agreement between Checkout.com and/or its Group Companies and a Merchant for the provision of services related to payment processing to such Merchant;

Net Revenue means the net income generated from the card acquiring (i.e. card acquiring fee net of any and all card interchange rates, dues, fees, fines, penalties, assessments, and other costs and expenses payable to payment schemes and other third parties) by Checkout.com;

Non-eligible Merchants means (i) Merchants with an estimated gross merchandise volume under \$1,000,000, or (ii) such Merchants as advised by Checkout.com in writing, (iii) Merchants not permitted according to Use Policy.

Payment Network means an entity regulating and/or offering payment methods which can be used by a customer as a means of payment for a Transaction and which is accepted by a Merchant which may include, without limitation, credit cards; debit cards; an alternative payment method such as bank transfer or e-wallet solution;

Payment Network Requirements mean the collective set of rules, regulations, procedures and/or waivers of a Payment Network governing the use of their respective payment method and as amended be amended from time to time;

Personal Data has the meaning given in the GDPR and where applicable will also include the Potential Merchant Information;

Processing has the meaning given to it in the GDPR;

Public Official means: (i) any officer, employee or representative of a government, whether national, federal or local; (ii) any individual exercising a legislative, administrative or judicial function whether appointed or elected; (iii) any officer, employee or representative of any government entity including central banks, sovereign wealth funds, state run hospitals, any business venture that is owned or controlled by a government entity; (iv) any candidate or holder of public office; (v) any political party or official of a political party; (vi) any officer, employee or representative of a public international organisation; (vii) any member of a royal family;

Regulatory Authority means any governmental or regulatory authority, department, agency, commission, board, tribunal, crown corporation, or other law, rule or regulation making entity (including any relevant and recognised stock exchange) that any of the Parties are subject to the jurisdiction of in respect of this Agreement, and any successor or replacement of any of the foregoing;

Regulatory Requirements means all laws and all regulations, rules, policies, statements, codes, guidance, industry codes and or other requirements (whether binding or non-binding) whether made under law, issued by any Regulatory Authority or otherwise, that are applicable in relation to this Agreement or the activities of the Partner, Checkout.com or the Parties respective Group Companies;

Territory means the territory in which the Checkout.com Group Company providing the Services is located;

Third Party means any person (whether natural or legal) who is not a Party to this Agreement, including any potential Merchant or Merchant and **Third Parties** shall have a corresponding meaning;

Transactions means a request to Checkout.com by a Merchant to process the payment request and/or consent of a customer to his/her payment service provider for the Merchant to receive payment for the Merchant goods / services purchased by the customer;

Use Policy means the “**Declined Lines of Business Policy**” as set out at <https://www.checkout.com/legal/terms-and-policies> or as provided to the Partner in writing (as amended from time to time).

- 1.2 Reference to any Agreement, contract or document shall be construed as a reference to it as varied or supplemented from time to time.
- 1.3 Reference to a Party includes its successors and permitted assignees.
- 1.4 In the event of a conflict or inconsistency, the following order of precedence shall apply but only to the extent of the conflict or inconsistency: (i) the schedule; (ii) the terms and conditions; and (iii) any other document referred to into the Agreement as being incorporated herein.
2. **INTRODUCTION ACTIVITIES**
 - 2.1 During the Term of this Agreement, the Partner will use commercially reasonable endeavours to make the Warm Referrals.
 - 2.2 The Partner will provide Checkout.com with the following information when introducing a potential Merchant:
 - (a) Full contact details of the potential Merchant, including full legal name of the Merchant, e-mail address, company URL, full name of the individual for the Merchant who is responsible for decision making, a copy of the last 6 (six) months’ processing statements (if already processing),

Merchant company number, the Merchant's registered address and the business undertaken and/or goods and services sold by the potential Merchant;

- (b) The expected number and value of Transactions of the prospective Merchant to be processed by Checkout.com annually;
- (c) Such other information as Checkout.com may reasonably request in order to evaluate the prospective Merchant which shall include but not be limited to financial and prospective Merchant due diligence information

(together the "**Potential Merchant Information**").

- 2.3 Prior to making any introduction to Checkout.com in person, via e-mail or a web based form and providing Checkout.com with the Potential Merchant Information, the Partner shall ensure that it has obtained from each potential Merchant (and any relevant data subject) all necessary consents pursuant to Data Protection Legislation or otherwise for the disclosure of the Potential Merchant Information to Checkout.com and any Checkout.com Group Company so that Checkout.com or any Checkout.com Group Company (as applicable) can evaluate and contact such potential Merchant.
- 2.4 The Parties acknowledge and agree that this Agreement does not establish an exclusive arrangement between Checkout.com and the Partner or any of their respective Group Companies. Each Party may freely enter into contracts and arrangements with any other parties, including any competitor of the other Party, at any time, without notice to the other Party and without incurring any liability by virtue thereof.
- 2.5 The Parties shall cooperate in good faith and in a manner necessary to achieve the aims of this Agreement and shall inform each other regularly about important issues relating to pertinent sales, organisation, marketing and market developments including any reasonable information required by either Party to enable it to comply with Applicable Laws and/or the Rules.
- 2.6 The Partner shall exclusively bear the costs and responsibility for the provision of the introductory services.
- 2.7 The Parties agree that a technical integration will be required for the operation of this Agreement.
- 2.8 The components of the technical integration will be mutually agreed between the Parties and will form part of this Agreement (the "**Integration**") set out in Schedule 3.
- 2.9 Apart of this Integration, where one Party provides an API and/or software, such Party reserves the right to and may (a) change or amend such API or software at any time, (b) provide the other Party with a new version thereof, and/or (c) change the functionalities and characteristics of the API and/or the software, and to require the other Party to install or update any and all related software. In the event of a material change or amendment in clause 5.3(a), such Party shall give the other Party ninety (90) days' prior written notice.
- 2.10 The property rights in the API, the Software and other materials, and all other intellectual property rights related to Checkout.com Services and/or supplied under this Agreement are owned by Checkout.com and its licensors. The Agreement does not transfer any intellectual property rights with respect thereto and only provides the Partner with a limited, non-exclusive and non-transferable licence (without the right to sublicense) to use the Software and all other materials made available by Checkout.com solely for the purpose of this Agreement. The Partner shall not prepare any derivative work based on Checkout.com Group Company's intellectual property,

nor shall it translate, reverse engineer, decompile or disassemble Checkout.com Group's intellectual property.

3. MERCHANT SERVICES AGREEMENT

- 3.1 Checkout.com shall confirm whether a potential Merchant can become a Merchant and enter into a Merchant Services Agreement. Such decision shall be at the absolute and sole discretion of Checkout.com.
- 3.2 Checkout.com will be responsible for: (i) the terms and conditions of each Merchant Services Agreement; (ii) managing its ongoing relationship with each Merchant and for all Merchant queries, technical support and issue resolution in relation to the Checkout.com Services; and (iii) managing and resolving any complaints in relation to the Merchant Services Agreement
- 3.3 The Partner acknowledges and agrees that the Merchant Services Agreement is a discrete arrangement between Checkout.com and the Merchant and that such arrangement is not based on the existence of this Agreement. As such, any deterioration or cessation of the Partner's relationship with Checkout.com and/or a potential Merchant and/or a Merchant (including the termination or expiry of this Agreement) shall not affect in any way the relationship between Checkout.com and a potential Merchant and/or a Merchant and Checkout.com shall be entitled to deal with such potential Merchant and/or Merchant in the same way it deals with all of its Merchants.
- 3.4 Checkout.com may vary, terminate or rescind any Merchant Services Agreement with any Merchant in accordance with the Merchant Services Agreement terms and conditions. Checkout.com shall not be under any obligation to notify the Partner of any such variation, termination or rescission except in regards to any change or recalculation of the Commission. For the avoidance of doubt, Checkout.com is not under any obligation to provide the Partner with a reason as to why a Merchant Services Agreement may have been varied, terminated or rescinded.
- 3.5 A potential Merchant shall be deemed a Merchant on the entry into force of the Merchant Services Agreement. The Partner acknowledges and agrees that the Merchant Services Agreement is as between Checkout.com and the Merchant. The Partner shall not be a Party to any Merchant Services Agreement, nor shall it have any rights to review or negotiate those agreements, including any fees charged under the terms of the Merchant Services Agreement.

4. PARTNER OBLIGATIONS

- 4.1 The Partner shall refrain from making any remark and performing any act that it knows or should reasonably know to be or to possibly be incorrect or harmful to Checkout.com. The Partner shall not be entitled to make any representation on behalf of Checkout.com without the prior written agreement of the Parties and the Partner shall take reasonable precautions to avoid that any Third Party may believe that such authority exists. The Partner shall at all times make clear to Third Parties that it has no authority to make any commitments or statements on behalf of Checkout.com (including but not limited to the Checkout.com Services, pricing or fees related to the Checkout.com Services) to bind Checkout.com in any way and specifically not to conclude Merchant Services Agreements on Checkout.com's behalf.
- 4.2 The Partner shall, acting in good faith and using all reasonable efforts to inform Checkout.com of any information that could reasonably be considered relevant to a determination of any potential Merchant's legality and creditworthiness. While soliciting potential Merchants on behalf of Checkout.com and providing ongoing services and advice to such Merchants, the Partner shall take such actions as Checkout.com from time to time reasonably requires, including:

- (a) ensuring that each prospective Merchant has fully completed the Merchant application form;
- (b) taking all necessary action to verify that each prospective Merchant conducts a bona fide, lawful business, which may include site visits; and
- (c) providing ongoing support, services and advice to such potential Merchants.
- 4.3 If the Partner becomes aware of or suspects any fraudulent or illegal activities or misrepresentations by any potential Merchant or Merchant, the Partner shall immediately inform Checkout.com and assist Checkout.com – to the extent legally permitted - with any subsequent actions taken against such potential Merchant and/or Merchant. The Partner shall further notify Checkout.com in the event it becomes aware of any defects or problems pertaining to Checkout.com's Service and/or systems.
- 4.4 Should the Partner provide goods and/or services directly to a potential Merchant and/or a Merchant, it is solely liable for such goods and/or services (the "**Partner Services**") and will separately enter into a contract with the potential Merchant and/or a Merchant in relation to the Partner Services. Under no circumstances will Checkout.com or any Checkout.com Group Company have any liability to the Partner or any Partner Customer in relation to the Partner Services and shall indemnify Checkout.com and its Group Companies in relation to any claims made against Checkout.com and its Group Companies.
- 4.5 The Partner shall not be permitted to share any data as set forth in Schedule 1 with any Third Party including any prospective Merchants or Merchants and any failure to comply shall constitute a confidentiality breach under this Agreement. The Partner shall not appoint a Third Party to act as a Partner or to otherwise perform any obligations under this Agreement without the prior written approval of Checkout.com.
- 4.6 The Partner shall not respond to any enquiry or complaint it receives about the Checkout.com Services without the prior written approval of Checkout.com and shall direct all enquiries and complaints as soon as reasonably practicable, but in no event, no later than forty eight (48) hours after the Partners receives such enquiry or complaint. For the avoidance of doubt this shall also include any enquiry, complaint, request for information and/or written request the Partner receives from a Regulatory Authority in regards to either: (i) this Agreement; and/or (ii) the Checkout.com Services.
- 5. FEES**
- 5.1 In consideration for the provision of the introductions made by the Partner pursuant to the terms of this Agreement, Checkout.com shall pay the Partner the Commission.
- 5.2 Commission will be paid for those potential Merchants introduced to Checkout.com by the Partner and who become a Merchant. For the avoidance of doubt, Checkout.com will not pay the Partner any Commission for any potential Merchant introduced to Checkout.com who is an Existing Checkout.com Customer.
- 5.3 The calculation of any Commission will commence on the date in which a Merchant processes its first Transaction using the Checkout.com Services.
- 5.4 The Parties may mutually agree, on a case by case basis, to exclude a Merchant from the Commission arrangement contemplated for under this Agreement.
- 5.5 The Commission is inclusive of value added tax and any other taxes, charges or duties to which the supply of the Services may be subject or give rise.
- 5.6 Notwithstanding anything else in this Agreement, the Partner's right to receive Commission in respect of all Merchants shall immediately cease upon the termination or expiry of this Agreement.
- 5.7 For the avoidance of doubt, Checkout.com shall have no obligation or liability to pay the Partner a Commission for any Merchant Services Agreement that terminates or expires (for whatever reason) prior to the termination or expiration of this Agreement.
- 5.8 Disputed portions of the Commission may be withheld until the dispute is resolved. Both Parties shall meet in a good faith effort to resolve any dispute promptly and without recourse to the dispute escalation procedure set out in clause 22. If agreement cannot be reached at such meeting either Party may initiate the dispute escalation procedure set out in clause 22.
- 7. REPRESENTATIONS AND WARRANTIES**
- 7.1 Each Party represents and warrants to the other that, as at the date of this Agreement and for the term of the Agreement:
- (a) it complies with the Rules and Applicable Laws, including – but not limited to all applicable anti-bribery and anti-corruption laws such as the UK Bribery Act 2010;
- (b) it has all authorisations necessary to perform its obligations under this Agreement;
- (c) it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation;
- (d) it has all the requisite corporate power, approvals and authority to execute, deliver, receive and perform its obligations under this Agreement;
- (e) it has established, implemented and regularly updates and maintains security processes, plans and procedures in compliance with Good Industry Practice which are designed to protect the confidentiality and security of any data provided in accordance with this Agreement;
- (f) it has in place and shall maintain adequate policies, procedures and requirements that are designed to detect and prevent fraud, money laundering, terrorist financing or any other criminal activity in accordance with Good Industry Practice and shall ensure compliance with the same by its personnel;
- (g) the performance of its obligations under this Agreement shall not conflict with or result in a breach of any Agreement to which it is a Party or is otherwise bound by; and
- (h) its obligations under this Agreement shall be performed in accordance with Good Industry Practice.
- 6.2 The Partner warrants and represents that in its performance of its obligations under this Agreement it shall not discredit or damage the good name or reputation of Checkout.com.
- 8. DATA PROTECTION**
- 8.1 Checkout.com's Privacy Policy, as published on our website (<https://www.checkout.com/legal/privacy-policy>), sets out the Personal Data we may collect, the uses made of such Personal Data and the purposes for obtaining it, and other related useful information. By accepting this

Agreement the Partner acknowledges that it has read and understood the content of Checkout.com's Privacy Policy.

8.2 Each Party hereby warrants and represents to the other that in the event they process any Personal Data in connection with this Agreement, they shall comply with Data Protection Legislation (to the extent that it is applicable to the Party in question) and shall not, as far as is reasonable, do anything or permit anything to be done which might lead to a breach by the other Party of Data Protection Legislation.

8.3 Each Party has or shall implement appropriate technical and organizational measures to ensure, and to be able to demonstrate, that the processing of Personal Data is performed in accordance with Data Protection Legislation, including, as appropriate, appointing a data protection officer, maintaining records of processing, complying with the principles of data protection by design and by default and, where required, performing data protection impact assessments and conducting prior consultations with supervisory authorities

8.4 The Partner warrants and represents to Checkout.com that it has collected all necessary consents and established all relevant policies and processes as are required under Data Protection Legislation for the transfer of Personal Data to Checkout.com (including any Checkout.com Group Company) for the purposes of Checkout.com (or a Checkout.com Group Company) Processing it as contemplated for by this Agreement.

8.5 Neither Party will process, transfer or permit access to any Personal Data outside of the European Economic Area save to the extent it is approved to do so by the Data Controller in advance and it is done so in compliance with all Data Protection Legislation.

8.6 Each Party shall notify the other of a Personal Data Breach that relates to the Personal Data processed in the context of this Agreement, without undue delay, and no later than forty eight (48) hours after having become aware of a Personal Data Breach. Each Party will provide reasonable assistance to the other in complying with its obligations to notify a Personal Data Breach ("**Personal Data Breach(es)**").

8.7 The Parties will use their best efforts to reach an agreement on whether and how to notify a Personal Data Breach, and must document all Personal Data Breaches, including the facts relating to the Personal Data Breach, its effects and the remedial action taken (Cooperation and Documentation in case of Personal Data Breaches).

8.8 In the event that any Third Party Processes any Personal Data on behalf of a Party, such Party shall procure compliance by the Third Party with Data Protection Legislation and with the terms of this Agreement and shall be responsible for the acts and omissions of such Third Party as if they were the acts and omissions of the relevant Party.

8.9 Checkout.com may use and disclose the Personal Data for any purpose and to any person or Third Party to the extent that such Personal Data is aggregated, anonymised, or otherwise presented in a manner that does not directly or indirectly identify an individual or identify such Personal Data as attributable to the Partner.

9. ANTI-BRIBERY OBLIGATIONS

9.1 The Partner represent and warrants in regards to this Agreement, that they have not taken or will not take any actions that might cause Checkout.com to violate Applicable Anti-Bribery Laws. Namely, the Partner will not authorise, offer, give, or agree to offer or give, directly or indirectly any payment, gift, or other advantage with respect to any activities undertaken relating to this Agreement which:

(a) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or

(b) is made to or for the benefit of a Public Official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a Public Official, with the intention of influencing any act or decision of the Public Official in their / its influence to affect any act or decision of a government entity or securing improper advantage; or

(c) would otherwise violate Applicable Anti-Bribery Laws.

9.2 The Partner represents and warrants that it has implemented and agrees that it shall at all times maintain adequate procedures designed to comply with its obligations under clause 9.1

9.3 The Partner must maintain appropriate and up to date books, accounts and records that accurately reflect its transactions relating to this Agreement and the steps taken by it to comply with Applicable Anti-Bribery Laws from the date of this Agreement. Such books, accounts and records shall be retained for a period of not less than six (6) years' after their creation.

9.4 Breach of any of the provisions in this clause 9 is a material breach of this Agreement for the purposes of clause 14.3 (a) and, without prejudice to any other right, relief or remedy, entitles Checkout.com to terminate this Agreement immediately. Checkout.com shall not be obliged to make any payments under this Agreement where it reasonably suspects that the payments would be used by the Partner or any of its Associated Persons to make a payment that would violate this clause 9.

9.5 Where Checkout.com has reasonable grounds to suspect a breach of this clause 9, Checkout.com shall, where permitted by law, notify the Partner in writing of the suspected breach and shall be entitled to suspend any payments owed to the Partner for up to ninety (90) days whilst it investigates the suspected breach. At the conclusion of the ninety (90) day period, Checkout.com shall either make the suspended payment or terminate this Agreement.

9.6 The Partner agrees to disclose the existence of this Agreement and that the Partner is being remunerated by Checkout.com to any potential Merchant it introduces to Checkout.com under this Agreement. The Partner also agrees, that irrespective of any legal or other restrictions on disclosure (e.g. bank secrecy) this Agreement, any payments under it and any information received by Checkout.com about the Partner in connection with this Agreement may be disclosed to any Checkout.com Group Company.

9.7 Without prejudice to clause 5, all payments to the Partner under this Agreement will only be made by bank transfer to an account in the name of the Partner in the country where the Partner is resident, or in the case of a corporate Partner, the country of its principal place of business.

9.8 The Partner may be required to undertake such anti-bribery and anti-corruption training as Checkout.com may reasonably require. Checkout.com will be responsible for the cost of providing the training and any associated materials.

9.9 The Partner shall comply with the US Foreign Corrupt Practices Act, the UK Bribery Act, and the anti-corruption laws of other countries, to the extent applicable. The Partner hereby represents and warrants that, in its performance under this Agreement, the Partner has not,

and will not at any time, directly or indirectly (through a subcontractor or other Third Party), pay, offer, give or promise to pay or give, or authorize the payment of, any monies or any other thing of value to influence the improper performance of any individual government officials and employees of state-owned enterprises.

- 9.10 The Partner shall promptly inform Checkout.com in writing upon becoming aware of any violations of laws in connection with this Agreement. The Partner hereby acknowledges and agrees that any violation by the Partner of this Section will constitute a material breach of this Agreement. In the event of such a violation, Checkout.com will have the right to terminate this Agreement, without any liability whatsoever to the Partner, immediately upon providing written notice of termination to the Partner. Termination of this Agreement by Checkout.com under this section shall be in addition to, and not in lieu of, Checkout.com's other legal rights and remedies.

10. INDEMNITY

- 10.1 Subject to clause 11.2 below, the Partner shall indemnify, defend, protect and hold harmless Checkout.com and its Group Companies from and against any Losses which arise or are otherwise incurred, whether as a result of a Third Party claim or otherwise in respect a breach by the Partner of clauses: (i) 2.3; (ii) 4.1 (iii) 4.3 – 4.6 inclusive; (iv) 7; (v) 8; (vi) 9; (vii) 12.2; (viii) 12.5; (ix) 12.6; and (x) 13.
- 10.2 Subject to clauses 11.1 and 11.2 below, Checkout.com shall indemnify, defend, protect and hold harmless the Partner from and against any Losses which arise or are otherwise incurred, whether as a result of a Third Party claim or otherwise in respect a breach by Checkout.com of clauses: (i) 7; (ii) 8; (iii) 12.4; and (iv) 13.

11. LIMITATION OF LIABILITY

- 11.1 Subject to clause 11.2 and 11.3, to the fullest extent permitted by Applicable Laws, Checkout.com's total, aggregate liability to the Partner arising out of or in connection with this Agreement, whether in contract, tort (including negligence) equity or other legal ground, shall not exceed USD 25,000 or the Commission paid to the Partner in the preceding twelve (12) months, whichever is less. For the avoidance of doubt, this cap does not affect Checkout.com's obligation to pay the Commission to the Partner.
- 11.2 Neither Party shall be liable to the other Party for indirect, special, incidental, punitive or consequential damages of any kind or nature whatsoever arising from or related to this Agreement, including without limitation to loss of business, lost profits or lost goodwill and whether based on breach of any express or implied warranty, breach of contract, tort (including negligence) or strict liability, regardless of whether the Party has been advised of the possibility of such damage or if such damage could have been reasonably foreseen. Nothing in this Agreement shall exclude or limit any liability of any Party for fraud, fraudulent misrepresentation, wilful default, death, personal injury or to the extent that such exclusion or limitation is prohibited under Applicable Laws.

12. INTELLECTUAL PROPERTY AND MARKETING ACTIVITIES

- 12.1 Except as expressly provided herein, nothing in the Agreement shall transfer, assign, license or otherwise grant either Party any right, title or interest in or to the other Party's or its Group Companies' Intellectual Property Rights or any associated goodwill.
- 12.2 Where the Partner is permitted to conduct Marketing Activities, the following shall apply:

- (a) Checkout.com grants to the Partner a royalty free, non-exclusive, non-transferable, revocable licence to promote, market and advertise the Checkout.com Services to potential Merchants in the Territory;
- (b) The Partner shall only make statements which are within any guidelines issued to it by Checkout.com. Checkout.com shall not be liable to any Third Party for any incorrect or misleading information / statements made by the Partner (including Associated Persons of the Partner), save where such incorrect or misleading information/statements were due to the wilful act, fault or omission of Checkout.com;
- (c) Checkout.com shall determine in its absolute discretion the form and content of the Checkout.com Services aspect of any Marketing Activity and any matter regulated under Applicable Laws relating to the Checkout.com Services;
- (d) All Marketing Activities will make it clear that Checkout.com is the provider of the Checkout.com Services;
- (e) The Partner shall not undertake any Marketing Activities without the prior written permission of Checkout.com. For the avoidance of doubt, this shall also include the creation and production of any marketing, promotional, advertising materials;
- (f) The Partner must receive the prior written approval of Checkout.com before it uses the Checkout.com Marks on any marketing and/or promotional material related to the Marketing Activities. Checkout.com will also have overall approval rights over said;
- (g) The Partner must use the Checkout.com Marks in accordance with any brand guidelines given to the Partner;
- (h) The Partner shall bear its own costs of any Marketing Activities;
- (i) The Partner shall ensure that any Marketing Activities comply with all Applicable Laws, including but not limited to advertising codes of conduct and any Payment Network Requirements as advised by Checkout.com to the Partner from time to time; and
- (j) The Partner shall ensure that it has all necessary, consents, licenses, permissions or any other authority / approval necessary to be able to use any Third Party Intellectual Property when carrying out the Marketing Activities.

- 12.3 Neither Party may make any public announcements relating to this Agreement, without the prior written permission of the other Party.

- 12.4 Checkout.com may use the Partner Marks on the Checkout.com website and any marketing materials, with the prior written consent of the Partner. Where Checkout.com is using the Partner Marks pursuant to this clause 12.4, the Partner grants to Checkout.com a royalty free, non-exclusive, non-transferable, revocable licence to use the Partner Marks.

- 12.5 Checkout.com will use the Partner Marks in accordance with any brand guidelines given to it by the Partner.

- 12.6 Except for any Partner Intellectual Property Rights contained therein, Checkout.com shall own all Intellectual Property Rights in the Marketing Activities. The Partner shall assign to Checkout.com, with full title guarantee and

free from all Third Party Intellectual Property rights, all Intellectual Property rights in the Marketing Activities.

12.7 The Partner shall obtain waivers of all moral rights in the Marketing Activities to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction. The Partner shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as Checkout.com may from time to time require for the purpose of securing for Checkout.com all right, title and interest in and to the Intellectual Property rights assigned to Checkout.com in accordance with this clause 12.7.

12.8 Where the Marketing Activities contain Intellectual Property rights of the Partner and/or a Third Party, the Partner shall, (and shall ensure that it obtains the necessary permissions, authority, licence or otherwise from such Third Party) grant to Checkout.com a royalty free, non-exclusive, worldwide licence in perpetuity to use the Marketing Activities to promote the Checkout.com Services;

13. CONFIDENTIALITY

13.1 The recipient of Confidential Information of the other Party (the "**Recipient**" and the "**Disclosing Party**", respectively) shall:

- (a) use the Confidential Information only for the purposes of this Agreement;
- (b) not disclose Confidential Information to any third party, unless legally required or specifically authorized under this Agreement, without the prior written consent of the Disclosing Party;
- (c) disclose Confidential Information only to such of its personnel, directors, officers, agents and its Group Companies ("**Representatives**") and the Payment Networks that have a need to obtain or to have access to such information and that are obliged by a written Confidentiality Agreement to keep such information in confidence;
- (d) protect and safeguard Confidential Information against unauthorized disclosure and access to a standard that it applies to its own confidential information and in any case with reasonable skill and care;
- (e) only make such copies of the Confidential Information as is necessary for the purpose of this Agreement;
- (f) promptly inform the Disclosing Party, to the extent permitted by Applicable Laws, of any breach or suspected breach of any of the obligations hereunder; and
- (g) upon request in writing from the Disclosing Party and at the Disclosing Party's cost, immediately deliver to the Disclosing Party all copies of all or part of the Confidential Information (regardless of the form in which, or the medium on which, it is stored) or shall destroy such information and confirm in writing (which includes email) that all copies of such information have been so delivered or destroyed as requested. However, the Recipient and its Representatives may, subject to the terms of this Agreement, retain copies of the Confidential Information to comply with (i) Applicable Laws, and/or (ii) the Recipient and its Representatives' respective bona fide document retention and disaster recovery policies and procedures.

13.2 Clause 13.1 shall not apply to information which:

- (a) the Recipient knew or possessed before the Disclosing Party disclosed it to the Recipient;
- (b) is or becomes publicly known, other than as a result of a breach of the terms of this Agreement by the Recipient or by anyone to whom the Recipient disclosed it;
- (c) the Recipient obtains from a third party, and the third party was not under any obligation of confidentiality with respect to the Confidential Information;
- (d) is independently developed by, or for the Recipient, or by the Representatives who have not had any direct or indirect access to, or use, or knowledge of, the disclosing Party's Confidential Information;
- (e) is required to be disclosed by the Recipient to a third party, who is under at least the same confidentiality obligations as stated in this Agreement, for the purposes of: (i) the performance of the obligations under this Agreement, (ii) equity or debt financing, (iii) the acquisition or sale of a business or assets, or (iv) the acquisition or sale of a body corporate or the shares in a body corporate; or
- (f) is required to be disclosed by order of a court of competent jurisdiction, Regulatory Authority or under Applicable Laws.

13.3 The Parties acknowledge that in the event of an actual breach of clause 13.1, damages may be an inadequate remedy and therefore, without limiting any other remedy available at law or in equity, the non-breaching Party shall be entitled to seek an injunction, specific performance or other forms of equitable relief or monetary damages or any combination thereof, without the need to give security or undertakings as to damages.

13.4 To the extent that the Partner is provided with access to the Payment Network's confidential information, the Partner will (i) only use such confidential information for the purpose of performing its obligations under this Agreement and in accordance with the Payment Network Requirements, and (ii) protect any access rights that the Partner has been granted in respect of such confidential information.

13.5 The rights and obligations under this clause 13 will survive the expiration or termination of this Agreement and shall stay in force for a period of five (5) years thereafter, or until such time as such information becomes public information through no fault of the Recipient.

14. TERM AND TERMINATION

14.1 This Agreement shall start on the Effective Date and shall continue for the Initial Term, unless otherwise terminated earlier in accordance with the provisions of this Agreement. At the conclusion of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms unless terminated earlier in accordance with the provisions of this Agreement.

14.2 Without affecting any other right or remedy available to it, either Party may terminate this Agreement at any time on giving no less than one (1) months' written notice to the other Party. However, the Partner shall not be entitled to terminate the Agreement pursuant to this clause 14.2 where such termination would occur during the Initial Term.

14.3 Without prejudice to any other provisions of this Agreement, this Agreement may be terminated with immediate effect by either Party on giving written notice to the other Party:

- (a) If the other Party is in material breach of this Agreement and such breach is not capable of

remedy or, if capable of remedy, it has failed to remedy the breach within thirty (30) days of service of a notice requiring remediation;

- (b) if the other Party becomes insolvent;
- (c) if the other Party loses a license, permit or permission necessarily required for the performance of its obligations under this Agreement;
- (d) if required to do so by Applicable Laws, a Regulatory Authority or a Payment Network; or
- (e) ceases or threatens to cease carrying on its business.

14.4 Checkout.com may terminate this Agreement with immediate effect by written notice to the Partner without incurring any further liability, if:

- (a) Checkout.com acting reasonably determines that the Partner has conducted itself, in violation of the Payment Network Rules or otherwise, in such a manner that the Partner has created an unacceptable reputational, financial or operational risk to Checkout.com;
- (b) in the event of any representation made by the Partner or any of its representatives in connection with the referral of a potential Merchant or the completion of the application form or collation and provision of the Potential Merchant Information or any other information which has been false or misleading in any material respect as of the date made;
- (c) any act or omission of the Partner results in any Regulator notifying Checkout.com or a Checkout.com Group Company that it may consider taking action against Checkout.com and/or a Checkout.com Group Company as a result (including that it may consider withdrawing any Checkout.com or Checkout.com Group Company licence or regulatory approval) and the Partner has not rectified such act or omission within a reasonable time or within the time stipulated in any notice from the Regulator (as applicable).

14.5 Termination of this Agreement will not affect any accrued rights, remedies, obligations or liabilities of either Party existing at the date of such termination including any obligations in relation to Transactions processed prior to such date of termination.

14.6 Upon termination of this Agreement all rights and obligations of any Party will cease to have effect immediately, save that the clauses and paragraphs which expressly or by implication have effect after termination will continue to be enforceable notwithstanding such termination.

14.7 Upon the expiration or termination of this Agreement:

- (a) the Partner will immediately discontinue its introductory services and (where applicable) the Marketing Activities, and shall return or destruct (and certify such in writing) any information, data and documents provided by Checkout.com;
- (b) any and all Merchant Services Agreements existing at that time shall continue in full force and effect;
- (c) neither Party shall have any right or obligation towards the other Party except for any covenant, term or provision which, in order to be effective must survive the termination or expiration of this Agreement; and

- (d) neither Party will be liable to the other Party in connection with termination or expiration of this Agreement in accordance with its terms, other than for obligations to pay Commission and any other obligations incurred prior to the Effective Date of termination.

15. AUDIT AND REPORTING

15.1 During the Term the Partner shall, and shall ensure that each of its subcontractors shall, grant to Checkout.com, a Checkout.com Group Company and to any Regulator, the right to:

- (a) access any premises and/or systems used by the Partner;
- (b) interview any Partner Associated Person; and
- (c) copy any books, documents, manuals, reports (including internal and external audit reports) and all other records, in each case in physical or electronic form, that are created, modified, maintained or held by the Partner or Partner Associated Person in connection with this Agreement,

in order to audit the Partner's compliance with this Agreement, provided that any such audit is carried out no more than once per year (or more regularly with or without notice if required by a Regulatory Authority, or Checkout.com reasonably believes that the Partner has breached this Agreement) with reasonable, prior notice of not less than seven (7) Business Days and at Checkout.com's cost and in such a way to cause as little disruption as is reasonably possible to the operation of the Partner's business.

16. ASSIGNMENT AND AGENCY/SUBCONTRACTING

16.1 Checkout.com shall be entitled, at any time, to assign, novate or otherwise transfer ("Transfer") this Agreement or any of its rights and obligations under it to one or more of its Group Companies, without the prior consent of the other Party by providing written notice to the Partner of such Transfer. No other assignment, transfer or novation shall be permitted without the prior written consent of the Partner. Such consent is not to be unreasonably withheld or delayed.

16.2 Other than stipulated under clause 16.1, each Party may only use an agent or sub-contractor for the performance of its obligations under the Agreement with the other Party's consent, which shall not be unreasonably withheld or delayed.

16.3 Nothing in this Agreement shall constitute, or deem to constitute, one Party as the agent of any other Party for any purpose.

17. SEVERABILITY

17.1 If any provision of this Agreement is found by any court or a competent public body or authority to be illegal, invalid or unenforceable:

- (a) such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, which shall remain in full force and effect; and
- (ii) if such provision would cease to be illegal, invalid or unenforceable if some part of the provision were modified or deleted, the provision in question shall apply with such minimum modification or deletion as may be necessary to make it legal, valid and enforceable.

18. RIGHT OF SET OFF

- 18.1 Checkout.com is entitled at any time to offset any sums that are due and owing by the Partner to Checkout.com under this Agreement from any amounts owing by Checkout.com to the Partner.

19. ENTIRE AGREEMENT

- 19.1 The Parties agree that the Agreement constitutes the entire Agreement between them, and supersedes all other prior agreements, arrangements, understandings or representations between them, whether oral or written, in anticipation of the Agreement.

20. NOTICES

- 20.1 Any notice or other official communication given to a Party under or in connection with the Agreement shall be in writing and in the English language, and addressed to that Party at its registered office address or such other address as that Party may have specified to the other Party in writing in accordance with this clause and shall be: (i) delivered personally, (ii) sent by pre-paid first class post or other next working day delivery service, (iii) delivered by a commercial courier, (iv) emailed to the email address specified in writing. All notices to Checkout.com in relation to this Agreement shall be delivered to the attention of the Office of the General Counsel of Checkout Ltd at its registered address or any other address that we may have specified to the Partner in writing in accordance with this clause.

- 20.2 A notice or other communication shall be deemed to have been received: (i) if delivered personally, when left at the address; (ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 a.m. on the second Business Day of the Recipient after posting; (iii) if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; (iv) if sent by email, one Business Day after the transmission. Each Party agrees to the receipt of electronic communications and notices by email.

21. WAIVER

- 21.1 No failure of a Party to exercise or enforce any of its rights or remedies under this Agreement shall be deemed a waiver of that or any other rights or remedies. A waiver of any right or remedy under this Agreement or under Applicable Laws is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

22. DISPUTES

- 22.1 Without prejudice to either Party's rights or remedies hereunder and subject to the provisions of clause 22, if any dispute between the Parties (each a "**Disputing Party**") arises out of or in connection with this Agreement or its subject matter, formation, validity or enforceability (including non-contractual claims) (each a "**Dispute**") then, except as expressly provided in this Agreement, the Disputing Parties shall follow the dispute resolution procedure set out in this clause. Either Disputing Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with any relevant supporting documentation. Following service

of the Dispute Notice, the representatives of each of the Disputing Parties shall attempt in good faith to resolve the Dispute. If the representatives of the Disputing Parties are for any reason unable to resolve the Dispute within fourteen (14) Business Days of service of the Dispute Notice, either Disputing Party shall be entitled to commence proceedings under clause 22. If the Dispute is resolved by the representatives within fourteen (14) Business Days of service of the Dispute Notice in accordance with clause 22, the settlement shall be recorded in writing and signed by each of the Disputing Parties within seven (7) Business Days of the end of the period referred to in clause 22. Nothing in this clause shall prevent either Disputing Party from making any application for injunctive relief that it considers necessary to protect its position.

23. GOVERNING LAW AND JURISDICTION

- 23.1 This Agreement and any Dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual Disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

24. FORCE MAJEURE

- 24.1 A Party (the "**Affected Party**") shall not be deemed to be in breach of this Agreement or otherwise liable to the other Party (the "**Non-Affected Party**") for any delay in performance or any non-performance of any of its obligations under this Agreement if and to the extent that the delay or non-performance is due to an Event of Force Majeure provided that the Affected Party has used reasonable endeavours to mitigate the effect of the Event of Force Majeure and to carry out its obligations under this Agreement in any other way that is commercially reasonably practicable.

25. THIRD PARTY RIGHTS

- 25.1 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement, save that a Checkout.com Group Company may do so.

EXECUTED as an Agreement with effect as of the Effective Date, by an authorised signatory of each Party and for and on behalf of

For and on behalf of **CHECKOUT LTD**

Print Name of the Authorised Signatory:
Thomas Hovaguimian

Title of the Authorised Signatory:
Director

Signature: _____



Date: _____

For and on behalf of **SHUTTLE GLOBAL LTD**

Print Name of the Authorised Signatory:
Philip Peters

Title of the Authorised Signatory:
Chief Executive Officer

Signature: _____

Date: _____



Schedule 1 – Commercial Terms and Points of Contact for Partner

Commission

Commission rate, as percentage of Net Revenue	See table below.
Frequency of calculation (i.e. monthly, quarterly, annually or otherwise)	Quarterly
Frequency of Commission payment	Monthly
Minimum transactions to be processed	\$100.00
Wire fee	\$5.00
Length of time that a Merchant is live in order for the Partner to be eligible for a revenue share	30 days

Points of Contact for Partner

Commercial point of contact (i.e. day-to-day management of relationship)	Name Email: Contact number:
Finance point of contact (i.e. to send monthly revenue share report)	Name Email: Contact number:
Technical point of contact (i.e. for troubleshooting production issues, notifying of upcoming API changes)	Name Email: Contact number:
Alternative address for written correspondence	

Tiered Revenue Share

Upon the successful referral of a prospective Merchant, the Commission will be calculated as outlined under this clause. Commission shall be paid to the Partner based on the total amount of transactional volume processed across all Merchants and placed into tiers, as referred herein. The following "Warm Referral Goal" details the percentage share of Net Revenue that shall be paid to the Partner based on the previous 12 months' processing volume from merchants referred to checkout.com from the Partner. Both conditions must be met in order to qualify for the higher bracket. If only one condition is met, the entry rate of 20% shall apply.

Tier	New merchants live previous 12 months	Total transaction volume processed across all Merchants in the previous 12 months	Commission
1	0 - 3	\$1 to \$100,000,000	20% Net Revenue
2	3 - 6	\$100,000,000.01 - \$300,000,000	25% Net Revenue
3	6+	\$300,000,000.01 +	30% Net Revenue

Checkout.com will determine Commission tier to base Net Revenue percentage on at the end of each 3 month period ("Quarter"), namely Jan 1st, April 1st, July 1st and October 1st based upon transactional volume processed in the last 12 month period across all Merchants previously referred by Partner to Checkout.com.

For example, assuming the new merchants goal has been met:

- January 2021, Checkout.com has processed \$101,000,000 for all referred Merchants over the last 12 months. This would result in moving from tier 1 to tier 2 in following month's commission payment, i.e. 1 January to 31 January 2021 being paid at 25% Net Revenue in February
- January 2022, Checkout has processed \$100,000,000 for all referred Merchants. This would result in a reduction from tier 2 to tier 1 namely a commission for period 1 January to 31 January 2022 of 20% Net Revenue.

Schedule 2 – Banking Details

MERCHANT BANK ACCOUNT SCHEDULE

Please indicate the Merchant bank account details to remit the funds

Owner of the Account (beneficiary name as per bank statement)	Post Code
Shuttle Global Ltd	W6 0NB
Beneficiary Address	Town / City
1 Lyric Square	London
Hammersmith	
	Country
	London
Email address(es) to receive statements	
phil@shuttleglobalc.om	

Bank Details	
Bank Name	Post Code
HSBC	W11 3JJ
Address	Town / City
25 Notting Hill Gate	London
	Country

Account Details

SWIFT BIC	Account Number	IBAN
	71569287	GB70HBUK40050971569287
Account Currency	Beneficiary Bank Routing Number (e.g. Fedwire Number, IFSC)	Beneficiary Bank Routing Number (e.g. Sort Code, Branch Code))
GBP		40-05-09

If we are processing multi-currencies, please indicate which currencies should be settled to this bank account: (e.g. USD, EUR, JPY, etc.)

Schedule 3 – Integration

The Partner has already completed the technical integration with Checkout.com.

To be eligible for the Commission, the Partner will manage the integration of the following Checkout.com services to its e-commerce platform in order to enable all prospective Merchants and Merchants to have access to Checkout.com Services without requiring any development work by the prospective Merchant and Merchants:

- (a) Checkout.com API available in all territories where the prospective Merchant operates;
- (b) acceptance of credit cards, debit cards, Google Pay, Apple Pay, PayPal, Klarna, and other local payment methods applicable to the territories where the prospective Merchant operates;
- (c) webhooks feature for notifications; and
- (d) other necessary Checkout.com features as specified by Checkout.com to Partner from time to time (by way of example, including, but not limited to, the Account Updater service for Merchants with recurring payments).

Integration Availability

System Maintenance

To the extent that either party intends to undertake any planned maintenance which may impact upon the respective services which each of the parties deliver to a Merchant, then both parties will provide a minimum of 48 hours' notice for any planned maintenance.

Technical Support

The parties will utilise commercially reasonable efforts in collaborating on Integration changes, Merchant setup with Partner solution and troubleshooting production issues. Checkout.com is available via integration@checkout.com to provide such services. Partner is available via support@shuttleglobal.com. In the event of an outage out of hours, partner can contact Checkout.com via +44 207 323 3888. Checkout.com can contact Partner in such circumstances via support@shuttleglobal.com. In no event will either party share emergency contact details with Merchant.

Reporting

Both parties shall maintain a report on Service Availability in the event of an outage via a status page. Access will be provided within 30 days of effective date.

Security Breach

Both parties will implement best practices for incident management to identify, contain, respond to, and resolve a Security Breach. Each party will notify, by phone call, the primary and backup contacts of the other party within 72 hours of its detection of a Security Breach

Security Vulnerabilities

In the event Partner detects a Security Vulnerability which may affect the Services which Checkout.com delivers to a Merchant, then the Partner will raise via Checkout.com's bug bounty program (<https://www.checkout.com/bugbounty>)

Shuttle Global | Checkout.com
Mutual Partner Agreement Term Sheet

Non-binding, for discussion purposes only

Partner	Shuttle Global Ltd
Term & Termination	<p>Effective upon signing with a 1 year term; auto-renews every year thereafter.</p> <p>Either party may terminate with 60 days notice; Partner may not terminate within the initial three year period.</p>
Partner Activities - Overview	The Partner will identify prospective and eligible new merchants for Checkout.com who may benefit from Checkout.com Services
Eligible merchants	<p>Eligible merchants are prospective customers who:</p> <ol style="list-style-type: none"> 1) Processed over £1,000,000 annually based on 6 months processing history. 2) Located within a territory (see below) in which Checkout.com can provide their services. 3) Are not in a prohibited category as identified in Checkout.com's Use Policy 4) Are not current Checkout.com customers or prospects with significant relationships defined on the CRM.
Fees	<p>Commission will be paid for those potential customers introduced to Checkout.com by the Partner and who become actual customers. Commission will be paid on a monthly basis, a month in arrears.</p> <p>The following "Warm Referral Goal" details the percentage share of Net Revenue* that shall be paid to the Partner based on the previous 12 months processing volume from merchants referred to checkout.com from the Partner. Both conditions must be met in order to qualify for the higher bracket. If only one condition is met, the entry rate of 20% shall apply.</p> <p>*Net Revenue means the net income generated from the card acquiring (i.e. card acquiring fee net of any and all card interchange rates, dues, fees, fines, penalties, assessments, and other costs and expenses payable to Payment Schemes and other third parties) by Checkout.com.</p> <p><u>"Warm Referral Goal"</u></p>

Shuttle Global | Checkout.com
Mutual Partner Agreement Term Sheet

Non-binding, for discussion purposes only

	New merchants live previous 12 months	Past 12 month portfolio volume	% Net Revenue
	0-3	0-100M USD	20%
	3 - 6	100-300M USD	25%
	6+	300M+ USD	35%
Exclusivity	This agreement does not establish an exclusive arrangement between the parties		
Sales collaboration	Checkout.com will train Shuttle Global's team on product position, onboarding requirements and process.		
Integration	<p>To be eligible for revenue sharing, Partner will integrate to Checkout.com services.</p> <p>Partner will not charge any fees for integrating Checkout.com nor migrating tokens (unless the previous gateway charges a fee).</p> <p>Each integration will include:</p> <ol style="list-style-type: none"> 1) All countries of relevance to the customer. Credit/debit, Google Pay, Apple Pay, PayPal, Klarna, Local payment methods as relevant to countries above 2) Webhooks 3) Other Checkout.com features as needed and relevant <p>The parties will mutually agree on processes for the sale, integration and support.</p>		

Checkout.com currently supports acquiring in:

- US
- LATAM (Brazil, Chile, Colombia, Mexico, Peru, Uruguay)
- EEA
- MENAP (GCC, Egypt, Pakistan)
- APAC (Hong Kong, Singapore and Australia)