

## Connection agreement cross-border mobile payments

This is a connection agreement for the acceptance of cross-border mobile payments.

This agreement is with V2Future B.V., SEPAY B.V. and Stichting Klantgelden SEPAY whereas:

- V2Future B.V. is acting as sales agent and owner of the 2PAYNOW® app;
- SEPAY B.V. is acting as payment institution and acquirer;
- The foundation Stichting Klantgelden SEPAY holds and allocates your amounts and transfers them to your organization.

### The Agreement is subdivided in 4 Chapters

- |                           |  |
|---------------------------|--|
| 1. Merchant Information   | 3. UBO (Ultimate Beneficial Owner) statement |
| 2. Acceptance by 2PAYNOW® | 4. Conditions and Signature                  |

Upon receipt of your completed and signed contract, your data will be screened by SEPAY B.V. After a positive screening result you will receive a welcome letter concerning the activation of your contract.

## Chapter 1. Merchant Information

### § 1.1. The Merchant

Registered company name (according to registration CoC): \_\_\_\_\_

Trade name: \_\_\_\_\_ hereafter: your Company\*

CoC-Number: \_\_\_\_\_ VAT-Number: \_\_\_\_\_

Are you exempted from VAT? Fill in your RSIN number: \_\_\_\_\_

\*The Terms and Conditions may use the term "the Acceptant" instead of "your company". This is the same thing.

#### Office address

Street name & number (no PO): \_\_\_\_\_

Postal code: \_\_\_\_\_ City: \_\_\_\_\_

Phone number: \_\_\_\_\_ Website: \_\_\_\_\_

Contact person: \_\_\_\_\_ ☐ Mr. ☐ Mrs.

#### Legal representative

Initials: \_\_\_\_\_ Surname: \_\_\_\_\_ ☐ Mr. ☐ Mrs.

General E-mail address: \_\_\_\_\_

Invoicing E-mail address: \_\_\_\_\_

**Correspondence address** ☐ Same as office address

PO Box or Street name & number: \_\_\_\_\_

Postal code: \_\_\_\_\_ City: \_\_\_\_\_

Phone number: \_\_\_\_\_

**Contact person** ☐ Same as office address

Initials: \_\_\_\_\_ Surname: \_\_\_\_\_ ☐ Mr. ☐ Mrs.

E-mail address: ☐ Same as General E-mail ☐ Same as Invoice E-mail

Other \_\_\_\_\_

### Online Transaction Overviews

Do you wish to have an online account to access your processed and paid transactions? ☐ Yes ☐ No

Name of primary user\*: \_\_\_\_\_

E-mail address of primary user: \_\_\_\_\_

## § 1.2. Company Activities

**1 Describe the goods and/or services offered by your company:**

\_\_\_\_\_  
\_\_\_\_\_

**2. Is a license required for the goods and/or services your business provides?** ☐ Yes ☐ No

If yes, please specify: \_\_\_\_\_

**3. Does your company accept payments for another company?** ☐ Yes ☐ No

**4. What is the primary target group?**

☐ Consumers ☐ Companies ☐ Government ☐ Other, namely \_\_\_\_\_

**5. In what way are the goods or services provided?**

☐ In a store ☐ Pick-up ☐ Delivery ☐ Download ☐ Online

## § 1.3 Banking Information

**Beneficiary:** \_\_\_\_\_

**Bank:** \_\_\_\_\_

**IBAN:** \_\_\_\_\_ **BIC:** \_\_\_\_\_

**Currency:** EUR CHF GBP SEK NOK DKK CZK

**Company Name, as it is shown on the client's bank statement:** \_\_\_\_\_

## Chapter 2. Acceptance by 2PAYNOW®

### § 2.1 Turnover and Transaction 2PAYNOW® App

Expected annual revenue: \_\_\_\_\_

Expected average amount of transactions: \_\_\_\_\_

**Currency:** EUR CHF GBP SEK  
NOK DKK CZK

**Type:** Offline Online

**\*Disagio:** \_\_\_\_\_ %



**Currency:** EUR

**Type:** Offline Online

**\*Disagio:** \_\_\_\_\_ %



*\*Disagio will be filled in by V2future*

- All mentioned amounts are excluding VAT. VAT will be charged where applicable.
- Connection fees: None.
- Percentage will be calculated over the amount of the transaction.
- **If different pricing applies, this will be agreed upon in an addendum.**

## § 2.2 Payments

The transaction costs will be deducted from the amounts paid to you. Below you can indicate in which frequency you wish to be paid:

Daily (SEPA-settlement) Weekly Monthly Quarterly

Payout threshold value: \_\_\_\_\_

Amounts below the threshold value will be aggregated and shall be paid out once the threshold value has been reached.

## Chapter 3. UBO statement

### § 3.1 Ultimate Beneficial Owner

All financial institutions in Europe are required by law to check and verify the identity of the ultimate beneficial owner(s). This obligation is laid out in the Anti-Money Laundering and Anti-Terrorist Financing Act.

The ultimate beneficial owner is the natural person in whose name business is being conducted. A beneficial owner is officially referred to as a beneficiary or UBO. UBO stands for Ultimate Beneficial Owner.

There is a beneficial owner if a natural person:

- has a stake of more than 25% of the shares or assets of your business; or can exercise more than 25% of the voting rights in your Company; or
- can exercise effective control in your business; or
- is the beneficiary of 25% or more of the assets of a trust; or
- has special control over 25% or more of the assets of your business (as has been determined in, for example, the company's statute).

If your business is a partnership (for example, a general partnership, CV or partnership), the ultimate beneficial owners are the natural persons who:

- upon dissolution are entitled to a share of more than 25%; or
- are entitled to a share in profits of more than 25%; or
- have more than 25% of the votes in decision-making (on fundamental issues regarding the partnership) when a decision requires a majority vote; or
- can exercise effective control over the partnership.

Fill in the details of the ultimate beneficial owner(s) below.

In certain instances we may be legally required to request further information about your business. Changes to the data of the ultimate beneficial owner(s) must be reported to V2Future within 7 working days.

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code: \_\_\_\_\_ Place of residence: \_\_\_\_\_

Country: \_\_\_\_\_

Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Address: \_\_\_\_\_

Postal code: \_\_\_\_\_ Place of residence: \_\_\_\_\_

Country: \_\_\_\_\_

Or: ☐ There is no UBO at your organization

## Chapter 4. Terms and Signature

### § 4.1 Terms and Conditions Transport and Processing Cross-border Mobile Payments

Only the English version of these Terms and Conditions is binding. In the event of any inconsistency or conflict between the English version and any other translation or other language version of these Terms and Conditions, the English version will prevail.

#### 1. Definitions

**Merchant:** the person who receives, under the Agreement, services from SEPAY and V2Future.

**Acquirer:** SEPAY, who has an agreement for transport and Cross-Border Mobile Payments with the Brand Owners;

**Alipay:** Alipay.com Co. Limited and/or its group companies with registered offices in Hong Kong.

**General Conditions:** these terms and conditions for transport and processing cross-border Mobile Payments;

**Bank account:** the business bank account provided by the Merchant for the purpose of crediting by SEPAY of Cross-Border Mobile Payments;

**Brand Owners:** Alipay and WeChat Pay

**Cross-Border Mobile Payments:** every payment by the user using his mobile device with the corresponding contactless interface via the 2PAYNOW® app which results to crediting the bank account, in the manner that can be handled technically by SEPAY;

**Infrastructure:** the infrastructure for the transport and processing of cross-border Mobile Payments related data;

**Issuing Bank:** the bank of the 2PAYNOW® app user;

**Agreement:** an agreement between SEPAY, V2Future and Merchant related to the providing of transaction services, services, products, service and/or application;

**Force majeure:** refers to any circumstance for which the cause cannot reasonably be attributed to SEPAY and V2Future and that affects the performance of this Agreement by SEPAY and includes but is not limited to, power failure, failure of Internet and/or other telecommunication links, power failures in communications or equipment or software of SEPAY, third party or third parties engaged by SEPAY, computer viruses, lack of staff, work at third parties or among its own staff, staff illness, a non-attributable failure of third parties engaged by SEPAY or suppliers, boycotts, the outbreak of hostilities, riots and war, terrorist attacks, fires, explosions, natural disasters, loss of equipment, measures taken by any domestic, foreign or international government or public body measures taken by a supervisory authority, and other circumstances that lie beyond the control of SEPAY.

**Party:** the Merchant or V2Future B.V. or SEPAY B.V. or Stichting Klantgelden. SEPAY and Parties means the Merchant, V2Future B.V., SEPAY B.V., Stichting Klantgelden SEPAY collectively.

**Customer Data:** all personal data, as referred to in article 4.1 of the GDPR, which is provided to SEPAY (or any processor engaged by SEPAY to process such personal data) by the Merchant in connection with the Agreement.

**Personal Webpage:** secured personal webpage on the internet where the Merchant can view and manage data; and where SEPAY and/or V2Future publish information and communications relating to the Agreement, the 2PAYNOW® app, and service and availability of the service.

**SEPA:** Single European Payments Area

**SEPAY:** SEPAY B.V. and/or its group companies with registered offices in The Hague;

**Spot Payment:** the Cross-border Mobile Payments scheme, as managed by Alipay.

**Foundation:** The Foundation Third Party Funds SEPAY;

**Transport:** Electronic data transfer for the purpose of carrying out cross-border Mobile Payments; 2PAYNOW® app: an app developed by V2Future and approved by SEPAY within SEPA, which allows for the provision of Cross-border Mobile Payments. Prior to use, the merchant is obligated to disclose in which SEPA country the point of sale is located.

**V2Future:** V2Future B.V. and/or its group companies with registered offices in Amsterdam. **Requirements:** the forming requirements, including additional part of the agreement - but not exclusively - the relevant conditions of the Acquirer and other regulations as amended from time to time and in addition imposed by SEPAY and / or the Acquirer.

**Workday** refers to any day (other than a Saturday, Sunday or public holiday) on which payments can be handled by the banks.

#### 2. Applicability of these conditions

2.1 These Terms and Conditions apply to, and are an integral part of, the Agreement. Where these Terms and Conditions refer to the Agreement, they also refer to the General Terms and Conditions, unless the scope of the provision precludes this. Unless in a particular case explicitly agreed to otherwise in writing, SEPAY excludes application of the own general terms and conditions of the Merchant.

2.2 These Terms and Conditions supersede any previously applicable SEPAY and/or Foundation or their predecessor used terms.

2.3 Different conditions apply only to the extent expressly authorized in writing and accepted by SEPAY and applied only to the relevant Agreement(s).

2.4 If any provision of these Terms is invalid, these terms and conditions otherwise remain effective and in force. In that case, the parties will discuss the content of a new provision that will resemble the contents of the original provision as closely as possible.

2.5 These Terms and Conditions shall be provided when entering into the Agreement and are also available for perusal on the SEPAY website ([www.sepay.nl](http://www.sepay.nl)). SEPAY and V2Future reserve the right to make changes to these Terms and Conditions. The Merchant shall be given notice of any changes to the Terms and Conditions. Changes take effect one month after the notice of the changes. Such changes or additions also apply to previous contracts. In cases where the Merchant does not accept the new Terms and Conditions, the Merchant has the right to terminate the agreement from the date that the Terms and Conditions are applicable.

#### 3. Payment of Cross-Border Mobile Payments

3.1 Upon receipt of Cross-Border Mobile Payments by the Acquirer, SEPAY (or its engaged third party) will transfer the credit funds it receives for the Merchant on the first business day after receipt on its third party account. The data from the 2PAYNOW® app determines which cross-border Mobile Payments are accepted and authorized by the Issuing Bank. SEPAY is authorized to adjust the schedule and/or the frequency of payments to be made.

3.2 The guarantee of SEPAY to payment and the obligation of SEPAY to continuing payment resulting from cross-border Mobile Payments does not apply if:  
a. In the opinion of SEPAY there is more than one payment for the same purchase or if there is a demonstrably improperly processed Cross-Border Mobile Payments due to technical failures;  
b. In the opinion of SEPAY it is sufficiently plausible that the Merchant does not or has not complied fully with the obligations arising from the Agreement;

c. In the opinion of SEPAY there is, or could be, fraudulent activity with the 2PAYNOW® app or other irregularities.

3.3 Only SEPAY, as a result of Cross-border payments Mobile Payments, will make payments to the Merchant. The Merchant may not make claims towards the Acquirer for any other payments. Other than at the request or instruction from SEPAY, the Merchant will not commit itself to third parties with respect to the transport and processing of cross-border Mobile Payments.

3.4 In accordance with the terms of the Agreement, the amount of the Cross-Border Mobile Payments to be paid to the bank account remain unchanged. Unless otherwise agreed upon, SEPAY will deduct commissions, fees, or any other amount contents directly from the amounts payable to the Merchant.

3.5 SEPAY in fulfilling its obligations, as stipulated under the Agreement, uses the Foundation.

3.6 The Foundation receives payments for which authorization was granted on an escrow account, which is solely intended to receive, temporarily manage and distribute funds from authorized transactions in connection with the Services, which is taken into account at a Payment Institution licensed under Dutch law based on the Anti-Money Laundering and Anti-Terrorist Financing Act. Amounts received by the Foundation will be transferred to the Merchant no later than the third working day after receipt to its third-party account. SEPAY points out that the Merchant can insure themselves against any risk of paying by The Foundation.

3.7 Merchant is obligated to refund the amount of a cross-border Mobile Payment, which has to be paid immediately upon first request by SEPAY, or V2Future, if:

- a payment has been made twice to Merchant; and/or
- an evident breach of contract by Merchant.

#### 4. No charge or minimum amount

4.1 Merchant will in no case place a surcharge on Cross-Border Mobile Payments, or require a minimum amount to conduct cross-border Mobile Payments.

#### 5. Liability

5.1 The total liability of SEPAY for damages suffered by the Merchant as a result of SEPAY, or a person for whom it is responsible under the law, failing to comply with this Agreement is limited to direct damage to property and direct damage caused by death or injury to a maximum of the net invoice value (being the gross invoice value minus VAT and any other government levies) of the delivery to which the damage is connected. Liability for other damages, including pure economic loss (including lost profit, reduced revenue) is excluded.

5.2 SEPAY assumes no liability for deficiencies resulting from circumstances not attributable to SEPAY, including (but not limited to) any government measures, fire, explosion, natural disasters, boycotts, labor disturbances among the staff of SEPAY, conduct of the Merchant, delay or other imperfections on the part of third parties SEPAY is in any way dependent on, computer intrusion (hacking), loss of computer files, disruptions in the network of the (tele)communications company(s), full utilization of the dial-in lines, overloading of the network, power failures, communication links or equipment SEPAY or third parties who provide services to SEPAY and other disturbances beyond the power of SEPAY.

5.3 SEPAY is not liable for any failure or delay in performance of this Agreement if such failure is due to Force Majeure.

5.4 SEPAY is not liable for damage caused by the leaking of confidential information, the use of credit card or electronic payment acceptance mechanisms, damages resulting from maintenance, or injury claims by third parties against Merchant

5.5 Notwithstanding the foregoing paragraphs, only those damages that are reported in writing to SEPAY within a reasonable amount of time after the occurrence will be reimbursed. Claims on the grounds that the delivered services and materials do not meet the agreement expire two years after the notification has reached SEPAY.

5.6 Limitations of liability in this article or elsewhere in these terms and conditions shall not apply in case of damage caused by intent or gross negligence by SEPAY or any person for whom SEPAY is legally liable. The liability is limited to liability for direct damage to property and direct damage resulting in death or injury.

5.7 The Merchant shall indemnify SEPAY for all claims which third parties might make in respect to damage that in any way might arise from the use of the Connection or services by or on behalf of the Merchant.

5.8 SEPAY is responsible for third parties engaged in the execution of the payment of Cross-Border Mobile Payments to the Merchant. The Merchant will not approach these third party.

5.9 Merchant is liable for any damages resulting from a failure to perform any of its obligations under the Agreement, which explicitly includes the Regulations and Merchant shall indemnify SEPAY from claims by third parties. Expressly including, but not limited to the Acquirers for claims arising from breach by Merchant of any of its obligations under the Agreement.

5.10 Where there has been in any way fraud with the Cross-Border Mobile Payments and SEPAY or a third party engaged by SEPAY identifies this fraud as resulting from a breach by the Merchant of this Agreement or Instructions, SEPAY will reclaim the damages from the Merchant.

5.11 The Acquirer will in now way be liable to the Merchant for the performance or omission of acts pursuant to the Agreement, and Merchant will in no way try to recover damages for alleged claims of damages or performance of the Agreement from the Acquirer.

#### 6. Force majeure

6.1 If the period of force majeure lasts longer than two months, or will with certainty last as long, each of the Parties is entitled to terminate the agreement without any obligation to pay damages to the other Party. If there is a situation of force majeure, the concerned Party will provide supporting documents and shall notify the other Party in writing.

#### 7. Exclusivity of Merchant's Marketing Activities

7.1 All the marketing promotion activities by the Merchant on Alipay or other Alibaba owned platforms shall be discussed with and managed by V2Future exclusively. Merchant is not entitled to make any marketing campaign on Alipay or other Alibaba owned platforms by itself or through any other third party. The marketing activity details will be discussed and negotiated between the merchant and V2Future, and stated on a separated agreement.

## 8. Obligation to provide information and Merchant activities

8.1 In order to execute the Agreement, the Merchant will provide all necessary information to SEPAY, on first request of SEPAY, needed to settle cross-border Mobile Payments, including, but not limited to, the data:

- Allows SEPAY, if necessary, to investigate creditworthiness, references and other relevant information about Merchant, and if such research yields unsatisfactory results, the ultimate beneficial owner of the Merchant;
- Enables SEPAY to register for each cross-border Mobile Payment, the branch code, also called Merchant Category Code or MCC, of the Merchant. The Merchant is liable for any damage resulting from the specifying and use of an incorrect branch code;
- Allows the Issuing Bank of the users of Cross-Border Mobile Payments to inform users about the Cross-Border Mobile Payments indicating, among others, the name of the Merchant.

8.2 Merchant is not, and will not, operate in the fields as listed in the Prohibited and Restricted Product List provided by Alipay.

8.3 Only for the purpose of professional and business activities as specified by Merchant in the Merchant Agreement will the Merchant make use of the services provided under the Agreement with SEPAY and V2Future. The Merchant needs to inform SEPAY in writing of any changes in respect to his company, which will affect the performance of the Agreement, by means of a SEPAY provided change form and procedure (Personal Webpage), prior to the effective change date. This applies in any case, but not exclusively, to the following situations:

- alienation, leasing, or any other form of transfer, division or termination of the business of the Merchant
- changes to the location of the point of sale of Merchant;;
- changes to or termination of the Bank Account;
- change in the nature of business of Merchant; and
- Changes in the 2PAYNOW® app used by Merchant in the context of cross-border mobile payments.

Merchant is liable for all damages resulting from the failure to fulfill the information requirements listed in this article.

8.4 At the request of SEPAY the Merchant is obligated to cooperate in any investigation by or on behalf of SEPAY to manner of acceptance of Cross-Border Mobile Payments and the secrecy of data of the user of cross-border Mobile Payments.

8.5 SEPAY and V2Future are authorized to visit the premises of Merchant during working hours to inspect its work and operations, which are carried out on cross-border Mobile Payments. The visit will be informed and discussed with the Merchant in advance for a proper appointment. The Merchant will cooperate with such an inspection.

## 9. Confidentiality

9.1 The Merchant and SEPAY are required to practice discretion in regards to all confidential information that will be exchanged under the Agreement or that the parties acquire by other means, which in any case - but not exclusively - includes the data of the card holders whose Merchant and SEPAY are privy to.

9.2 The Merchant and SEPAY are required to demand the same level of professional discretion with their staff and/or cooperating third parties who may obtain actual access to information referred to in the aforementioned article and will maintain all that is reasonably possible to comply with its effect.

## 10. Obligation to retain and evidence

10.1 The Merchant is required to safely keep each storage medium on which information about the Cross-Border Mobile Payments are registered, including, but not limited to, the (day) journal of the 2PAYNOW® app, for a period of 24 months after the release of such data, in a manner that this data cannot be or become visible for outsiders. Merchant will release these details (or the relevant part thereof) to SEPAY within 16 days upon first request by SEPAY and will destroy all other unusable or unnecessary information.

10.2 The Merchant may not, in accepting Cross-Border Mobile Payments, save information, such as PIN codes or other confidential information, in any way.

10.3 With regard to cross-border mobile payments the data captured by or on behalf of SEPAY provide full evidence between the parties, and are subject to proof.

10.4 Merchant must notify SEPAY of complaints about cross-border mobile payments as soon as possible, but no later than three months, after the relevant Cross-Border Payment in writing to SEPAY. If the Merchant submits a complaint after this period, the Merchant shall be deemed to have accepted the Cross-Border Mobile Payment.

## 11. Suspension

11.1 SEPAY is authorized to fully or partially suspend the possibility of the Merchant to utilize Cross-Border Mobile Payments with immediate effect and without being liable to pay any compensation if:

- in its opinion the safety and integrity of the Cross-Border Mobile Payment is threatened and thus a suspension is required; or
- SEPAY knows or suspects Merchant fails to fulfill any of its obligations under the Agreement; or
- The Merchant has been declared bankrupt or the Merchant has sought a moratorium of payments or debt restructuring, or the Merchant business is discontinued or liquidated, or Merchant otherwise loses control over his assets or parts thereof.

11.2 SEPAY will notify the Merchant as soon as possible concerning a suspension. SEPAY is authorized to propose further conditions after the suspension has been lifted. All claims SEPAY has to the Merchant under the Agreement at the time of the suspension are immediately due and payable in any of the aforementioned cases in the subsection.

## 12. Termination and dissolution

12.1 SEPAY is authorized to dissolve the Agreement with immediate effect without judicial intervention and without requiring a notice of default, and SEPAY and the Acquirer shall be entitled to deactivate the 2PAYNOW® app without compensation to the Merchant if:

- Merchant does not, or does not promptly or properly comply to its obligations imposed on him under the Agreement, including, but not limited to, compliance with imposed (additional) preventive measures to prevent fraud and/or ensure integrity of the payment system, also including, but not limited to, the Regulations;
- Merchant has filed for bankruptcy;
- A moratorium of payment has been granted to the Merchant;
- a debt restructuring arrangement has been declared concerning the Merchant;
- the Merchant business is discontinued or liquidated; or
- Merchant otherwise loses control over his assets or parts thereof.

12.2 In the event of termination of the agreement by SEPAY, the Merchant is not entitled to any form of compensation.

12.3 Upon termination of the Agreement, the obligations relating to the processing of

cross-border mobile payments, care and retention, confidentiality, liability and crediting of the bank account remain intact.

12.4 The duration of the Agreement is one year. The contract will be extended automatically after the first year and is thereafter terminable per month.

## 13. Conversion

13.1 To the extent any provision of this Agreement is proved to be invalid, the remaining provisions shall remain in force. Instead of any invalid provision or act, a provisions may take its place which, considering the intention of the parties, resembles the scope of the invalid provision as close as possible.

## 14. Amendments and Regulations

14.1 Amendments to the Agreement, of whatever nature, will be effective only if agreed upon in writing between the Parties. Notwithstanding this, SEPAY will be entitled to unilaterally terminate or modify the Agreement, thus including these Terms and Conditions, if so required by applicable laws or regulations. The changes in Terms and Conditions are notified and published beforehand, where the Merchant has the right to terminate the agreement in case changes of the Terms and Conditions are aggravating.

14.2 The Terms and Conditions are applicable to the legal relationship between SEPAY and Merchant under the Agreement, which will be available in the Personal Page and will also be sent on request, free of charge, to the Merchant. In case of conflict between the provisions of the Agreement and the Regulations, the relevant provision of the Agreement shall prevail.

14.3 The Merchant agrees to take notice of these requirements for the commissioning of the service in accordance with the Agreement and agrees to these.

## 15. Alipay

15.1 Merchant declares and acknowledges:

- That Alipay is the exclusive owner/proprietor of the Alipay identifying logos and related rights and not to challenge this property and rights;
- not to carry out actions or actions aimed at preventing or obstructing the exercise of rights and powers granted to Alipay.
- That the Merchant is allowed to set out on their official website and in our communications/marketing towards consumers about offering Alipay services. The name and the logos can only be used for the agreed marketing and payment service purposes. All the other usage of the Alipay name and logo should be approved by Alipay via V2Future by written email.

## 16. Customer Data Use

16.1 Parties shall, each acting as a controller as defined in the GDPR, process Customer Data. Each of the Parties warrants that it shall process the personal data, within the context of the performance of the Agreement in compliance with the GDPR. This means, inter alia, that the Merchant shall implement adequate security measures to prevent loss of, or unauthorized access to, Customer Data or any other form of unlawful processing, and the Merchant shall inform its customers, employees and other persons working for them, and relevant ultimate beneficiary owners on the processing of their Customer Data by SEPAY in the context of the performance of the Agreement. Merchant shall be solely responsible for obtaining the consent of its customers, employees and other persons working for them, and relevant ultimate beneficiary owners, if required, for the collection or use of Customer Data in accordance with the GDPR.

16.2 Each Party will provide the other Party with such assistance and co-operation as it reasonably requests to enable the requesting Party to comply with any obligations imposed on it by the GDPR in relation to the processing of the Customer Data. A Party will be entitled to refuse or limit its assistance where the requesting Party is in the position to fulfil the obligations without that Party's assistance.

16.3 The Merchant is the party that has direct contact with the Customer, employee or other persons working for them, or their ultimate beneficiary owners. Therefore, the Merchant shall, also on behalf of SEPAY, provide its customer and, where relevant, an employee or other persons working for them, and their business' ultimate beneficiary owners whose Customer Data are provided to SEPAY for entering into or the performance of the Agreement, with all necessary information on the processing of their Customer Data in accordance with the GDPR. The Merchant will inform its customer, employee or other persons working for them, or their ultimate beneficiary owners inter alia (i) that SEPAY and the Merchant are each controllers in relation to the processing of their Customer Data, (ii) which Customer Data will be processed, (iii) what the purposes are for the data processing activities, and (iv) any other information necessary under the GDPR, including the information referred to in articles 13 and 14 of the GDPR. The Merchant will follow SEPAY's reasonable instructions with respect to the processing of Customer Data by SEPAY and will bring SEPAY's privacy notice, as published on SEPAY's website, to the attention of their customers, employees or other persons working for them and their ultimate beneficiary owners.

16.4 The Merchant shall inform SEPAY, without undue delay, if a customer, or employee or other persons working for them, an ultimate beneficiary owner or other data subject exercises, or seeks to exercise, its rights to access, rectification, erasure, objection, restriction of processing, data portability, or the right to object an automated authorization, as well as other rights recognized by the GDPR, or files a complaint or claim that is related to the processing of their personal data by SEPAY. The Merchant will also follow SEPAY's reasonable instructions in the context of handling such requests, complaints, or claims.

16.5 Unless expressly stated otherwise in the Agreement, in the event of any conflict between the other provisions of the Agreement and this article of the Terms and Conditions, this article will prevail.

16.6 All notices and other communications between the Parties with respect to this article must be provided by email to: (a) in the case of SEPAY, the e-mail address dedicated by SEPAY for this purpose [privacy@sepay.nl](mailto:privacy@sepay.nl) and (b) in the case of the Merchant, via Merchant's e-mail address known to SEPAY, except formal notices in legal proceedings or termination which must be provided in accordance with the notice provisions in the Terms and Conditions.

## 17. Choice of applicable law and Jurisdiction

17.1 Dutch law applies to all Agreements, excluding the Vienna Sales Convention.

17.2 All disputes arising from or related to this Agreement will be submitted for litigation to the District Court in The Hague, Netherlands or, at the option of SEPAY, the competent court of the domicile of the Merchant.

17.3 The provisions of these terms also extend the benefit of SEPAY and SEPAY can invoke it against the Merchant.

The Hague, The Netherlands, March 2018.

## § 4.2 Signature

The Connection Agreement replaces the connection agreement d.d\* \_\_\_\_\_ \* only fill in if applicable

The signature must be of an authorized person(s) as registered with the Chamber of Commerce / CoC.

The undersigned declare that the information entered is correct, that the terms and conditions concerning Transportation and Processing Cross-Border Mobile Payments have been received, and that they agree to the terms and conditions.

This connection agreement is entered into under the condition of a positive screening result.

### Your company, legally represented by

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### Your company, if limited authority to sign

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### Your company, if limited authority to sign

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### Your company, if limited authority to sign

Name: \_\_\_\_\_ Position: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### V2Future B.V., legally represented by

Name: *Mario Fan*

Position: *CEO*

Date: \_\_\_\_\_ Place: *Amsterdam*

Signature: \_\_\_\_\_

### Sepay B.V., legally represented by

Name: *Tamás Fogl & Herman Roeberson*

Position: *Directors*

Date: \_\_\_\_\_ Place: *The Hague*

Signature: \_\_\_\_\_

### Stichting Klantgelden Sepay\*, legally represented by

Name: *Tamás Fogl & Herman Roeberson*

Position: *Directors*

Date: \_\_\_\_\_ Place: *The Hague*

Signature: \_\_\_\_\_

### § 4.3 The Attachments

- Copy (or screenshot) of excerpt Chamber of Commerce, not older than 6 (six) months.
- Copy (or screenshot) of a recent bank statement, not older than 3 (three) months from the bank account. Account name and the account number must be clearly legible, amounts may be blacked out; or a copy of the bank card (both sides).
- Copy (valid) identification of the authorized person(s) as stated in the articles of association (Chamber of Commerce / CoC).

**Please note:**

Send the completed connection agreement with all requested attachments (clearly legible and easily recognizable images) back to us. This can be by e-mail to [2paynow@v2future.com](mailto:2paynow@v2future.com) or by post to: V2Future B.V., Noordhollandstraat 71, 1081AS Amsterdam, Netherlands. This is necessary in order to start the onboarding process including customer due diligence by Sepay.



Email Form



Print Form



Save Form



Erase Form