



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 Derdengelden SEPAY whereas these points apply:

- V2Future B.V. is acting as sales agent and owner of the 2PAYNOW[®] app;
- SEPAY B.V. is acting as payment institution;
- The foundation 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.

SEPAY B.V. • Doctor Kuyperstraat 14 2514 BB Den Haag • Postbus 16761, 2500 BT the Hague, the Netherlands.

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Belgium: +32 (0) 78 790 042 • orderdesk@sepay.be • www.sepay.be

Chapter 1. Merchant Information

§ 1.1 The Merchant

Tradenname _____

Registered Company Name _____

(According registration CoC) _____ hereafter: your Company*

CoC-Number _____

VAT-Number _____ Are you exempted from VAT? Fill in your RSINnumber: _____

*In the Terms and Conditions can be mentioned "the Acceptant" instead of "your company". This is the same thing.

Office address

Street Name + Number (no PO) _____

Zipcode & City _____

Phone Number _____

Website _____

Contact Person _____

Mr. Mrs.

Initials + Surname _____

General E-mail Address _____

Invoicing E-mail Address _____

Do you wish to register several branches by the same CoC number?

Please attach an Excel-overview with the extra branches with required information of each branch.

Yes I want to register multiple branches, for this see the attached Excel-overview "Extrabranches".

Correspondence Address

Same as office address

PO Box or Streetname + Number _____

Zipcode & City _____

Phone Number _____

Contact Person

Mr. Mrs.

Initials + Surname _____

Same as office address

E-mail Address _____

Same as office address

Online Transaction Overviews

Do you wish to have an online account for access to your processed and paid transaction? _____

Yes No

Name of main user* _____

E-mailaddress of main user _____

* Do you wish to register more than one user? Then attach the required information.

§ 1.2 Company Activities

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

2 Are for the goods and / or services your business provides licenses required? _____

Yes No

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 (EUR)

1 Beneficiary _____ (Name of the account as registered at the bank)

Bank _____

IBAN _____

BIC _____

Company Name, as how the client can see your company at their bankstatement _____

2 Have you registered multiple branches at 1.1 under the same CoC with the Excel-sheet of extra branches? _____

Yes, I have signed multiple offices and want them to be paid in their own bank account numbers.

Yes, I have signed multiple offices and want to be paid at the above mentioned bank account numbers

Does not apply.

Chapter 2. Acceptance by 2PAYNOW®

§ 2.1 Turnover and Transaction 2PAYNOW® App

Expected annual revenue	€ _____
Expected average amount of transactions	€ _____

Transaction costs	
To be filled in by V2FUTURE	Percentage _____ %

- All amounts are VAT excluded. VAT will be charged when applicable.
- Connection fees: None.
- Percentage will be calculated on the basis of the amount of the transaction.
- **If different pricing applies, this will be agreed in an addendum.**

§ 2.2 Payments

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

Daily Weekly Monthly Quarterly

Payout threshold value € 500,-

§ 2.3 Alipay Payment Sub-Account Technical Solution 2PayNow®

You need to download the 2PayNow® app on your device to scan your customer's Alipay QR-code. V2Future will provide the license for the app on the first two devices for free (1 master device and 1 basic device). To use the app on more than two devices each extra device will cost 25 Euros per month.

Do you wish to have an online account for access to your processed and paid transaction? Yes No
How many extra devices do you want? _____ (Please fill in the number).

Chapter 3. UBO statement

§ 3.1 Ultimate Beneficiary 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 down in the Act on Prevention of Money Laundering and Financing of Terrorism (Wwft).

The ultimate beneficial owner is the natural person in whose name is acted. A beneficial owner is also referred to by many financial institutions as beneficial 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;
- can exercise effective control in your business (this refers to a person who in practice have all to say); whether
- beneficiary of 25% or more of the assets of a trust; whether
- special control over 25% or more of the assets of your business (this means that the person is by law in particular control as enshrined for example in the statutes).

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

- upon dissolution entitled to a share in the community of more than 25%; whether
- entitled to a share in profits of more than 25%; whether
- in decision-making (on fundamental issues regarding the partnership) more than 25% of the votes can exert as in decision requires a majority vote; whether
- can exercise effective control over the partnership (this refers to a person who in practice have to say).

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

For certain operations we from our legal obligation, request your business further information. Changes to the data of the ultimate beneficial owner (s) must be reported to Sepay within 7 working days.

Name _____ Date of birth _____

Address _____

Zipcode _____ Place of residence _____ Country _____

Name _____ Date of birth _____

Address _____

Zipcode _____ Place of residence _____ Country _____

Name _____ Date of birth _____

Address _____

Zipcode _____ Place of residence _____ Country _____

There is no UBO at your organization

Terms and Conditions Transport and Processing Cross-border Mobile Payments

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

1. Definitions

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

Acquirer: the institution (s) with whom SEPAY has an agreement for transport and

Cross-Border Mobile Payments;

Alipay: Alipay.com Co. Limited and / or its group companies with registered office 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;

Cross-Border Mobile Payments: every payment by the user using his mobile device with the corresponding contactless interface via the 2PAYNOW® which aims to crediting the bank account, in a 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, and service/application;

Force majeure: means any circumstance for which the cause can not 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 beyond the control of SEPAY lie.

Personal Webpage: secured personal webpage on the internet to which 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 office 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 is at least for the provision of cross-border Mobile Payments. Merchant is obliged to give the location of the store within any SEPA country for use.

V2Future: V2Future B.V. and / or its group companies with registered office 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 means any day (other than a Saturday, Sunday or public holiday) on which payments can be handled by 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, thereby also referred to the General Terms and Conditions, unless the scope of the provision precludes this. Unless in a particular case explicitly agreed 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 SEPAY and / or Foundation or their predecessor used terms.

2.3 Different conditions apply only to the extent expressly authorized in writing by SEPAY accepted 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 the contents of the original provision as closely as possible succeeds.

2.5 These Terms and Conditions shall be provided when entering into the Agreement and are also available for perusal at the SEPAY website (www.sepay.nl). SEPAY and V2Future reserves the right to make changes to these Terms and Conditions which are published and announced on the website of V2Future. Changes take effect one month after publication of the changes. Such changes or additions in principle apply also to contracts already concluded. If the Merchant does not accept a change in these conditions, he can reveal this until the date on which the new conditions apply.

3. Payment of Cross-Border Mobile Payments

3.1 Upon receipt of Cross-Border Mobile Payments by the Acquirer, SEPAY will (or its engaged third party) transfer the creditfunds it receives for the Merchant at the first business day on 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 the reschedule and adaptations of the payments or the frequency with which payments are made.

3.2 The guarantee of SEPAY to payment and the obligation of SEPAY to continued payment resulting from cross-border Mobile Payments does not apply if:

- In the opinion of SEPAY there is more than one payment for the same purchase or if it is a demonstrably wrong processed Cross-Border Mobile Payments due to technical failures;
- 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;
- In the opinion of SEPAY there is or could be fraudulent activity with the 2PAYNOW® app or other irregularities.

3.3 SEPAY only will perform as a result of cross-border payments Mobile Payments to the Merchant. The Merchant will not claim any payments towards the Acquirer. Other than at the request or instruction from SEPAY the Merchant will not commit itself towards third parties in respect of 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 bankaccount remain unchanged Unless otherwise agreed 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 under the Agreement uses the Foundation.

3.6 The Foundation receives payments for which authorization was granted on an escrow account which is 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 "Act on financial supervision" (Wft). The Foundation received amounts will no later than the third working day after receiving on its third-party account transfer this to the Merchant. SEPAY points out that the Merchant can insure themselves against any risk of paying by The Foundation.

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

- Merchant has not provided within 16 days following the date of a request by SEPAY (a copy of) the (day) journal to SEPAY; and/or
- SEPAY the amount of a cross-border Mobile Payment has paid into the account of Merchant and any of the situations described in Article 3.2 occurs or the Acquirers, SEPAY is not allowed to pay out the amount of the cross-border Mobile Payment to the Merchant or demand payment of an amount equal to that Cross-border Mobile payment.

4. No charge or minimum amount

4.1 Merchant will in no case 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 damage suffered by the Merchant that SEPAY or a person for whom it is responsible under the law, fails 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 supply to which the injury context. 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 not attributable to it, including (without limitation) 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 persons SEPAY is in any way dependent from, computer intrusion (hacking), loss of computer files, disruptions in the network of the (tele) communications company (s), full utilization of the dial-up 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 claims by third parties due to maintenance or injury against Merchant

5.5 SEPAY is not liable for costs incurred as a result of changes of the dial-in numbers of SEPAY or Login Credentials

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

5.7 (Legal) persons who belong to the group of SEPAY, which are involved in the execution of the Agreement by SEPAY, the Foundation and / or leasing companies being sued by Merchant for damages may also invoke the provisions of this Article and any other defenses that accrue to SEPAY under the Agreement. Of these (legal) persons and SEPAY can never be demanded more compensation than SEPAY would have to reimburse.

5.8 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 of 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.

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

5.10 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.

5.11 Merchant is liable for any damage 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.

5.12 Where there has been in any way fraud with the Cross-Border Mobile Payments and SEPAY or a third party engaged by SEPAY identified this fraud resulting from the breach by the Merchant of this Agreement or Instructions, SEPAY will reimburse the damage on Merchant by fraud.

5.13 The Acquirer will towards Merchant in no way be liable for the performance or omission of acts pursuant to the Agreement and Merchant will by her alleged claims for damages or performance of the Agreement in no way trying to recover these from the Acquirer.

6. Force majeure

6.1 If the period of force majeure lasts longer than two months, or will last, 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 in writing notify the other Party.

7. Exclusivity of Merchant's Marketing Activities

7.1 All the marketing promotion activities of 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 Merchant will in connection with the execution of the Agreement on first request of SEPAY provide all necessary information to SEPAY needed to settle cross-border Mobile Payments, including - but not exclusively - the data:

a. 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;

b. 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;

c. The Issuing Bank of the users of Cross-Border Mobile Payments allowing to inform users about the services 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 make use of the services provided under the Agreement with SEPAY and V2Future. The Merchant needs by means of a SEPAY provided change form and procedure (Personal Pages) prior to the effective date to inform in writing of any change in respect of his company, which will affect the performance of the Agreement. This applies in any case, but not exclusively, in the following situations:

- a. estrangement lease or any other form of transfer, division or termination of the business of the Merchant
- b. change the location of the point of sale of Merchant;
- c. amendment or termination of the Bank Account;
- d. change in the nature of business of Merchant; and
- e. amend the by Merchant in the context of cross-border mobile payments 2PAYNOW® app used.

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 obliged to cooperate in an investigation by or on behalf SEPAY the Acquirer in the 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 is authorized to visit the premises of Merchant during working hours for inspecting its work and operations, which are carried out on cross-border Mobile Payments. The Merchant will cooperate with such an inspection.

9. Confidentiality

9.1 The Merchant and SEPAY are required to overall confidentiality of all confidential information that will be exchanged under the Agreement or that the parties otherwise be known, which in any case - but not exclusively - the data of the card holders whose Merchant SEPAY and take notice of.

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

9.3 Merchant and SEPAY commit data on holders of debit cards, which they obtain in the course of the execution of the Agreement, to be used only in connection with the execution of the Agreement

9.4 The Merchant can not process the data of Debit Cards or holders thereof, or for other purposes, nor for transfer or make available for the benefit of anyone, under any form other than the Acquirer, SEPAY or at the request of a competent court, governmental or regulatory body. Merchant is aware that a violation of this provision constitutes an infringement of the laws and regulations for the protection of personal data of the respective holders of debit cards, and will be therefore liable for the consequences of his actions and the actions of its employees or contractors.

10. Obligation to retain and evidence

10.1 The Merchant is required each storage medium on which information about the Cross-Border Mobile Payments are registered, including at least - but not exclusively - the (day) journal of the 2PAYNOW® app, for a period of 24 months after the release of such data to keep safely, so that this data can not be transparent 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 in accepting cross-border Mobile Payments no information, such as decoding data or other confidential information, store or store it in a different 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 complaints about cross-border mobile payments as soon as possible but no later than three months after the relevant Debit Card Payment in writing to SEPAY. If the Merchant submits a complaint over this period, the Merchant shall be deemed to have accepted the Debit Card Payment.

11. Suspension

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

- a. That in its opinion in view of the safety and integrity of the Cross-Border payment this is required;
- b. SEPAY knows or suspects Merchant fails to fulfill any of its obligations under the Agreement; or
- c. The Merchant has been declared bankrupt or in respect of Merchant moratorium or debt restructuring arrangement is sought, 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 deferral. SEPAY is authorized to propose further conditions on the suspension of the termination. All claims SEPAY has under the Agreement at the time of the suspension on Merchant are immediately due and payable in any of the above mentioned cases in the subsection.

12. Termination and dissolution

12.1 SEPAY is authorized the Agreement, to dissolve 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:

- a. Merchant does not, does not comply promptly or properly 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 exclusively - the Regulations;
- b. Merchant is made or is likely to be bankrupt;
- c. moratorium of payment been granted to the Merchant;
- d. Concerning the Merchant has been declared a debt restructuring arrangement
- e. the Merchant business is discontinued or liquidated; or
- f. Merchant otherwise loses control over his assets or parts thereof.

12.2 The Acquirer between the agreement between the Acquirer and SEPAY of transport and processing of data for Cross-Border Mobile Payments with immediate effect ends, then SEPAY is also entitled as a result, to terminate the Agreement with immediate effect, or if it exists, the Agreement will automatically terminate with

immediate effect.

12.3 Notwithstanding this article SEPAY also entitled to reimbursement by Merchant by damages, costs, interest and the like.

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

12.5 Upon termination of the Agreement remain the obligations relating to the processing of cross-border mobile payments, care and retention, confidentiality, liability and crediting of the bank account intact.

12.6 Upon termination of this Agreement before the ending of the agreement for any reason whatsoever, shall at all times be paid at least 50% of the compensation that would have been payable to SEPAY when a continuation of the Agreement would be in effect.

13. Conversion

13.1 To the extent any provision of this Agreement will not prove to be invalid, the remaining provisions shall remain in force. Instead of any invalid provision or act as provisions in place which considering the intention of the parties, the scope as close as possible to the invalid provision.

14. Amendments and Regulations

14.1 Amendments to the Agreement, of whatever nature, will be effective only if agreed in writing between the Parties. Notwithstanding this, SEPAY will be entitled to terminate the Agreement, thus including these Terms and Conditions, unilaterally modify, and if so require instructions or applicable laws or regulations.

14.2 SEPAY is authorized in the case of amendments to the Agreement, of any kind, the higher costs involved in charging these changes to Merchant after notice of such amendment, which is subject to a reasonable time.

14.3 The legal relationship between SEPAY and Merchant under the Agreement are also applicable in the Rules and Regulations which will be available in the Personal Page and will also be sent on request free of charge to the Merchant or otherwise disclosed by SEPAY to Merchant or made available. In case of conflict between the provisions of the Agreement and the Regulations, the relevant provision of the Agreement shall prevail.

14.4 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:

- a. Alipay has exclusive owner / proprietor of the Alipay identifying logos and related rights and not to challenge this property and rights;
- b. Alipay at any time can forbid without notice the Merchant for any reason the use of the respectively identification logos;
- c. to comply with the rules strictly and that Alipay is entitled to enforce its compliance with the requirements and prohibit the Merchant to behave in such a way, if Alipay is of the opinion that the conduct will damage (including loss of reputation) or can cause Alipay will be derived from confidential information as specified in the Regulations; and
- d. not to carry out actions or actions aimed at preventing or obstructing the exercise of rights and powers granted to Alipay.

16. Choice of applicable law and Jurisdiction

16.1 On all Agreements exclusively Dutch law applies, excluding the Vienna Sales Convention.

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

16.3 The provisions of these terms also extends the benefit of SEPAY and SEPAY can invoke it against the Acceptor.

The Hague, The Netherlands, August 2016

§ 4.2 Signature

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

The signature must be done by authorized person (s) as registered with the Chamber of Commerce / CBE.

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 precedent 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

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 Herman Roebersen & Tamas Fogl Position Directors
Date _____ Place The Hague

Signature

Stichting Derdengelden Sepay*, legally represented by

Name Herman Roebersen & Tamas Fogl Position Directors
Date _____ Place The Hague

Signature

* This foundation holds the amounts intended for you separate and transfers them to you.

§ 4.3 The Attachments

- Copy (or Print Screen) Chamber of Commerce, not older than 6 (six) months.
 - Copy (or printscreen) of a recent bank statement, not older than 3 (three) months from the bank account. Ascription and the account number must be clearly legible, amounts may be blacked.
 - Copy (valid) identification of the authorized person (s) as stated in the articles of association (Chamber of Commerce / CBE)
 - Any excel overviews into adding branches and / or contacts.
-

Please note:

Send the completed connection agreement with all requested attachments (clearly legible and easily recognizable images) back to us. This can be by an e-mail from the Netherlands to orderdesk@sepay.nl or from Belgium to orderdesk@sepay.be or by post to: Sepay BV, PO Box 16761, 2500 BT, The Hague, Netherlands. This is necessary in order to take your request into consideration and to assess them in the applicable legislation and the acceptance policy of Sepay.