

DATED [•] 2018

**3G DIRECT PAY MARKETPLACE LIMITED
AND
MERCHANT**

SUPPLIER AGREEMENT

43830310.2

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THIS SUPPLIER AGREEMENT ("Agreement") is entered into by and

BETWEEN

- (1) **3G DIRECT PAY MARKETPLACE LIMITED**, a company duly incorporated in accordance with the laws of Ireland as also known acting under the commercial brand "Direct Pay Online" (hereinafter referred to as "**DPO**")

AND

- (2) **MERCHANT** (defined below).

1 Introduction

- 1.1 DPO is an Internet-based marketplace for Products (defined below) obtained from Merchant (defined below) as suppliers and offered for resale via the Internet to end user Customers (defined below). As such, DPO purchases Products from Merchant for the sole purpose of immediate resale to Customers who make a decision to buy Products of a Supplier on DPO's Website. DPO's online platform provides access for Customers to Products of all Merchants and allows Customers to purchase the Products from DPO ("**DPO Resale Services**").
- 1.2 In addition to the DPO Resale Services, other DPO group entities also act as payment processing service providers which facilitate Merchants in payment processing for all kinds of Online Payment Methods. ("**DPO Payment Processing Services**").
- 1.3 As a condition precedent to entering into this Supplier Agreement and obtaining the DPO Resale Services, Merchant is required to sign simultaneously with this Supplier Agreement the DPO Payment Processing Services Agreement (defined below).
- 1.4 Merchant hereby acknowledges and agrees that DPO shall have the sole and absolute discretion to decides with respect to each Transaction (defined below) if it provides the Merchant with the DPO Resale Services under this Supplier Agreement or that it shall provide the Merchant with the DPO Payment Processing Services under the DPO Payment Processing Services Agreement.
- 1.5 This Agreement sets out the terms and conditions under which Merchant may utilize the DPO Resale Services.

2 Definitions

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context:

"Account" means the account that DPO will establish for Merchant upon this Agreement becomes effective.

"Agreement" means this Resale Services Agreement, including all exhibits and other agreements, and documents incorporated herein.

“Association” means Visa, Mastercard, American Express and any ATM or debit network, and the other financial service card organizations.

“Association PCI-DSS Requirements” has the definition ascribed to such term in Section 11.3.

“Association Rules” has the definition ascribed to such term in Section 8.7.

“Bank Account” means the bank account that Merchant specifies to receive its Payouts.

“Business Day” means a day where banks are generally open in Ireland and the Merchant's country of domicile.

“Chargeback” means a challenge to a payment that a buyer files directly with his or her credit or debit card issuer.

“Confidential Information” has the definition ascribed to such term in 15.

“Control Panel” is the user interface for the DPO Resale Services.

“Customer” means the customer who purchases Products of the Merchant as part of the DPO Resale Services.

“Customer Data” means all information that Customer provides in the course of purchasing Products from Merchant or making a payment to Merchant, including Card Information, Transaction Data and / or security-related information (including Security Codes, full track data (from the magnetic stripe or equivalent on a Chip), PINs, and PIN blocks) used to authenticate cardholders and / or authorize Transactions.

“Data Compromise” means the unauthorized access, disclosure, modification, transmission and / or use of the Customer Data by a third party and / or the loss, theft, degradation, destruction, dissemination, distribution, erasure, copy and / or corruption of the Customer Data in any manner.

“DPO Payment Processing Services” has the definition ascribed to such term in Section 1.2.

“DPO Payment Processing Services Agreement” means the agreement offered by DPO for Merchants who are interested in utilizing the DPO Payment Processing Services.

“DPO Resale Services” has the definition ascribed to such term in Section 1.1.

“DPO Resale Margin” means each of the margin percentage as set forth in the Margin schedule attached hereto as Exhibit E.

“DPO's Website” means www.dpogroup.com/africa

“Intellectual Property” means all of the following owned by a party: (a) registered and unregistered trademarks and service marks and trade names, and goodwill associated therewith; (b) patents, patentable inventions, computer programs, and software; (c) databases; (d) trade

secrets and the right to limit the use or disclosure thereof; (e) copyrights in all works, including software programs; and (f) domain names.

"Intellectual Property Rights" means the rights owned by a party in its Intellectual Property.

"Invalidated Payment" is defined in Section 10.1.

"Merchant" means the entity and / or individual who enters into this Agreement, as indicated in the Registration Form.

"Merchant's Bank Account" means the bank account that Merchant specifies in the Registration Form to receive its Payouts.

"Merchant's Net Price" means the Transaction price due from a Customer minus DPO's Resale Margin.

"Merchant Website" means the website as indicated in the Registration Form.

"Online Payment Methods" mean credit cards, debit cards, bank transfers, mobile money and other payment methods on a website, mobile wallet or mobile application.

"Payout" means the amount due to Merchant from Transactions being the total amounts of the Merchant's Net Price minus any Refunds, Chargebacks, Reversals, or other amounts due to DPO.

"Personal Information" means information relating to an identifiable natural or juristic person, including information relating to race, gender, sex, marital status, nationality, ethnic or social origin, colour, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history as well as correspondence that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

"Products" means goods and / or services offered by the Merchant for sale to Customers as indicated in Merchant's Website and / or DPO's Website.

"Reversal" means any payment that DPO reverses to Merchant's Customer.

"Refund" means a refund issued by Merchant through the DPO Control Panel or through Merchant API access.

"Registration Form" means the form attached hereto as Exhibit B that Merchant has to file in order to open an Account with DPO and receive the DPO Resale Services.

"Reserve" means an amount or percentage of Merchant Payouts that DPO holds in order to protect against the risk of Reversals, Chargebacks, or any other risk, exposure and / or potential liability to DPO related to Merchant use of the DPO Resale Services.

"**Required Documents List**" has the definition ascribed to such term in section 4.1.

"**Restricted Activities**" means any activity specified in Exhibit C attached hereto, as amended from time to time by DPO.

"**Software**" has the definition ascribed to such term in section 12.

"**Trademark**" has the definition ascribed to such term in Section 13.1.

"**Transaction**" means a transfer of funds between a Customer and DPO related to the re-sale of goods and / or services arising from the DPO Resale Services.

3 Acceptance and Effective Date

This Agreement, as it may be amended from time to time, becomes effective upon the Merchant's acceptance of this Supplier Agreement and the Payment Processing Services Agreement by checking the "I Accept" box on the DPO Payment Service Platform - BOPO ("**Effective Date**"). DPO may consider this Agreement to be effective earlier of its acceptance by Merchant upon Merchant does any of the following: Create an Account on the DPO Website or begin using the DPO Resale Services and / or the DPO Payment Processing Services.

4 Underwriting

4.1 Merchant will provide the documents specified in the list attached hereto as Exhibit D ("**Required Documents List**") by attaching them to the Registration Form as part of the registration process.

4.2 DPO may establish an Account for Merchant upon completion of the Registration Form and prior to the verification of Merchant's identity or determination of Merchant's creditworthiness. Merchant agrees to comply with any and all reasonable requests for further information by DPO.

4.3 Merchant authorizes DPO, directly or through third parties, to make any inquiries or take any actions DPO considers necessary to validate Merchant's identity, evaluate Merchant's creditworthiness, and verify information that Merchant has provided to DPO. Merchant authorizes DPO to obtain financial and credit information, such as pulling Merchant's personal credit report, or the credit report for Merchant's directors, officers, and principals.

4.4 In the event that Merchant fails to provide additional information, as requested by DPO or DPO is unsuccessful in receiving satisfactory information for DPO to verify Merchant's identity or determine that Merchant is creditworthy, DPO reserves the right to terminate this Agreement with immediate notice to Merchant, cease to provide access to the DPO Resale Services, and refuse or rescind any payment by Merchant's Customers.

4.5 Merchant agrees to pay DPO an account setup fee for its Account in the amount as indicated in the Registration Form. Payment of the account setup fee shall be made immediately upon the establishment of an Account.

5 Payouts, and Right to Set-Off

- 5.1 Contingent upon the placing of an order by a Customer for a Product offered by Merchant, in accordance with the terms hereof, Merchant agrees that DPO will acquire title over the Product before DPO proceeds to immediately resell the said Product to the Customer.
- 5.2 Following receipt of funds from the Customer for the sale of the Product by DPO, DPO will then remit to Merchant's Bank Account all Payout due to Merchant from the Transactions.
- 5.3 If the Payout is not sufficient to cover the amounts due to DPO, Merchant agrees that DPO may debit Merchant's Bank Account for the applicable amounts, and / or set-off the applicable amounts against future Payouts. Upon DPO's request, Merchant agrees to provide DPO with all necessary bank account routing and related information and grant DPO permission to debit amounts due from Merchant's Bank Account.

6 Reserve

- 6.1 DPO, in its sole discretion, may place a Reserve on a portion of Merchant's Payouts in the event that DPO believes that there is a high level of risk associated with Merchant's business. If DPO places a Reserve on Merchant's Payouts, DPO will provide Merchant with notice specifying the terms of the Reserve. The terms may require that a certain percentage of Merchant's Payouts are held for a certain period of time, that a fixed amount of Merchant's Payouts are withheld from Payout to Merchant, or such other restrictions that DPO determines in its sole discretion. DPO may change the terms of the Reserve at any time by providing Merchant with notice of the new terms.
- 6.2 DPO may hold a Reserve as long as it deems necessary, in its sole discretion, to mitigate any risks related to Merchant's Transactions. Merchant agrees that it will remain liable for all obligations related to Merchant's Transactions even after the release of any Reserve. In addition, DPO may require Merchant to keep Merchant's Bank Account available for any open settlements, Chargebacks and other adjustments.

7 Restricted Activities, Limitations on Customer Transactions & on Services

- 7.1 In connection with Merchant use of the DPO Resale Services, Merchant must refrain from Transactions in the Restricted Activities. Merchant further acknowledges and agrees that DPO may amend the list of Restricted Activities, from time to time, in its sole discretion.
- 7.2 DPO may in its sole discretion: (i) refuse to conduct resale Transactions to specific Customers; (ii) limit or restrict Transactions to a minimum amount; (iii) impose limits on the amount or number of Transactions which may be charged to the credit or debit card of a Customer during any time period; (iv) request additional validation information from Customers; (v) refuse to conduct resale Transactions to Customers with a prior history of questionable charges; or (vi) impose certain limits or restrictions on Transactions or Reserves on specific Accounts, either temporarily or permanently, which are more restrictive than limit placed on other Accounts of other Merchants.

8 Representations, Warranties and Undertaking by Merchant Hereby Warrants, Represents and Undertakes that:

- 8.1 Merchant has the full power and authority to execute, deliver and perform this Agreement. This Agreement is binding and enforceable against Merchant and no provision requiring Merchant's performance is in conflict with its obligations under any agreement to which Merchant is a party.
- 8.2 Merchant is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Merchant's business operates.
- 8.3 All information and data Merchant provides to DPO, or for which it engages a third party to provide to DPO is complete, true, and accurate in all aspects and Merchant has the right to communicate such information.
- 8.4 Merchant is not a payment service provider and / or payments facilitator and / or payments gateway.
- 8.5 Merchant is not listed on MATCH, OFAC, any credit bureau, UNSC, HMT and / or any other sanctions issuing body.
- 8.6 Merchant conducts bona fide business and is in compliance in relation to the conduct of its business with all applicable national, federal, state, and local laws, rules, regulations, requirements, registrations, filings, certificates, licenses, approvals, permits and / or other standards established by any governmental authority having jurisdiction to control such activities.
- 8.7 Merchant shall not violate any rule, guideline, or bylaw of any of the Associations (the "**Association Rules**"), as they may be amended by the Associations from time to time.
- 8.8 When applicable, Merchant shall strictly comply with PCI DSS and when applicable to Merchant, obtain and keep current and valid PCI DSS certification in accordance with the currently applicable PCI DSS.
- 8.9 Merchant has a computer system that integrates successfully with DPO's system.
- 8.10 Merchant has never been a party to a merchant agreement or similar agreement terminated at the direction of any Association, payment scheme, regulatory authority or court of law.
- 8.11 Merchant is insured against losses in the event of a Data Compromise in the Merchant's environment or under its control.
- 8.12 Merchant shall immediately advise DPO of any event of Data Compromise by the Merchant or by anyone on its behalf or under its control.
- 8.13 Merchant shall not refuse to cooperate in a legal investigation or audit that may be required by the Associations;

- 8.14 Submit any Transaction for resale as part of the DPO Resale Services which does not represent a bona fide, permissible Transaction as outlined in this Agreement and in the Association Rules, or which inaccurately describes the Products being sold.
- 8.15 Merchant shall maintain sufficient inventory to fulfil purchases by DPO for resale to Customers in a timely manner. Merchant shall not rely on the existence of a particular Transaction to obtain funds or credit to enable Merchant to obtain the Product necessary to complete the Transaction.
- 8.16 At the request of DPO, Merchant shall include in Merchant's Website a prominently displayed disclaimer of any implied warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, and the warranty of non-infringement, on behalf of DPO.

9 Presentation of a Transaction, Verification of Information and Investigation

- 9.1 The referral of presentation of a Transaction to DPO in term of this Agreement will be a warranty by the Merchant that: (i) the Merchant has supplied or is certain to supply the Product to the Customer; (ii) no fictitious and / or fraudulent Transactions were processed by the Merchant to increase the Merchant's cash flow; (iii) the Transaction is not illegal; (iv) the Transaction has been authorized by the Customer; and (v) there has been due compliance with all the terms of this Agreement;
- 9.2 If DPO believes that Merchant's Transactions pose an unacceptable level of risk, that Merchant has breached the terms of this Agreement, or that Merchant's Account has been compromised, DPO may suspend or limit Merchant's ability to use the DPO Resale Services, refuse to process any Transaction, reverse a Transaction, hold Merchant's Payouts, and contact Merchant's Customers to verify Transactions and reduce potential fraud and disputes. DPO will provide Merchant with advance notice of its actions and resolution steps, unless there is an immediate need to take actions such as a security threat, potential fraud, or illegal activity.
- 9.3 Merchant agrees to collaborate with DPO regarding any monitor or inspection conducted by DPO with respect to proper use of the DPO Resale Services, compliance of this Agreement and any applicable laws. Merchant shall provide, at no cost to DPO, all assistance reasonably requested in relation to any audit, including access to the Merchant's personnel, records and premises.
- 9.4 DPO has the right, but not the obligation, to monitor any activity and content associated with DPO's Website and Services. DPO may investigate any reported violation of its policies or complaints and take any action that it deems appropriate. Such action may include, but is not limited to, issuing warnings, suspension, or termination of service, denying access, and / or removal of any materials on Merchant's portion of DP's Website. DPO reserves the right to remove or edit any content that violates this Agreement or is otherwise objectionable. As part of the investigation of content on Merchant's portion of the DPO Website that may violate this Agreement, Merchant hereby consents to allowing DPO representatives to examine Merchant's website.

95 DPO may report any activity that it suspects is a violation of any law or regulation to appropriate law enforcement officials, regulators, or other third parties. In order to cooperate with governmental requests, to protect DPO's systems, Merchants and Customers, or to ensure the integrity and operation of DPO's business and systems, DPO may access and disclose any information it considers necessary or appropriate, including but not limited to user contact details, IP addressing and traffic information, usage history, and posted content.

96 Merchant shall retain all records (including reports and / or data) obtained or generated by Merchant during the course of this Agreement, for a period as required in terms of any applicable law and / or any rules.

10 Liability for Invalidated Payments and Other Liabilities

10.1 Merchant shall be liable for all claims, expenses, fines and liability DPO incurs arising out of (i) a Chargeback, Refund, over-payment, payment error, or other invalid payment Merchant cause (collectively "Invalidated Payment"); (ii) any error, negligence, misconduct or fraud by Merchant, Merchant's employees, or someone acting on Merchant's behalf; and (iii) Any losses resulting from Merchant's failure to comply with the terms of this Agreement, or Merchant's usage of the DPO Resale Services.

10.2 In the event of an Invalidated Payment or other liability, DPO may deduct the amounts due to DPO from Merchant's Payouts.

11 Merchant's Personal Information, Data Security Compliance

11.1 Merchant consents to DPO collecting its Personal Information from it and where lawful and reasonable, from public sources for credit fraud and compliance purposes, as well as for the purposes set out below.

11.2 If Merchant gives DPO Personal Information about or on behalf of another person, it confirms that it is authorized to: (i) give DPO the Personal Information; (ii) consent (and if the Personal Information is of another person - on their behalf) to the processing of the Personal Information, specifically any cross-border transfer of Personal Information into and outside the country where the products or services are provided; and (iii) if the Personal Information is of another person receive any privacy notices on their behalf.

11.3 Merchant agrees to comply with applicable data privacy and security requirements under the Payment Card Industry Data Security Standard ("Association PCI DSS Requirements") with regards to Merchant's use, access, and storage of certain credit card non-public Personal Information on behalf of DPO. Additionally, Merchant agrees to comply with its obligations under any applicable law or regulation as may be in effect or as may be enacted, adopted or determined regarding the confidentiality, use, and disclosure of cardholder information.

11.4 With respect to all Customer Data and / or Personal Information that is owned by Merchant, Merchant hereby grants DPO a perpetual, irrevocable, sub-licensable, assignable, worldwide, royalty-free license to use, reproduce, electronically distribute, and display Customer Data and / or Personal Information for the following purposes: (i) providing and improving the DPO Resale Services; (ii) internal usage, including but not limited to, data analytics and metrics so

long as such Customer Data and / or Personal Information has been anonymized and aggregated with other Customer Data and / or Personal Information; (iii) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of information in accordance with local laws; (v) furnishing the Customer Data and / or Personal Information to any acquirer of DPO's choice; and (iv) any other purpose for which consent has been provided by the Customer.

12 Software License

12.1 DPO grants Merchant a revocable, non-exclusive, non-transferable license to use DPO's software applications (the "**Software**") in accordance with the documentation accompanying the Software. This license grant includes all updates, upgrades, new versions and replacement software for Merchant's use in connection with the DPO Payment Processing Services. If Merchant does not comply with the documentation and any other requirements provided by DPO, then Merchant will be liable for all resulting damages suffered by Merchant, DPO and third parties. Unless otherwise provided by applicable law, Merchant consents not to alter, reproduce, adapt, distribute, display, publish, reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code that is derived from the Software. Upon expiration or termination of this Agreement, Merchant will immediately cease all use of any Software.

13 Trademark License and Publicity

13.1 DPO hereby grants Merchant a revocable, non-exclusive, non-transferable license to use DPO's trademarks used to identify the DPO Resale Services (the "**Trademarks**") solely in conjunction with the use of the DPO Resale Services. Merchant consents that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to DPO (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). Upon expiration or termination of this Agreement, Merchant will immediately cease all display, advertising and use of all of the Trademarks.

13.2 Merchant hereby grants DPO permissions to use Merchant's name and logo in its marketing materials including, but not limited to use on DPO's Website, in customer listings, in interviews and in press releases.

14 Intellectual Property

14.1 Other than the express licenses granted by this Agreement, DPO does not grant any kind of right or license to the DPO Resale Services or any Intellectual Property Rights of DPO. Each party shall retain all ownership rights, title, and interest in and to its own products and services and all Intellectual Property Rights therein, subject only to the rights and licenses specifically granted herein. Merchant shall in no way represent, except as specifically permitted under this Agreement, that it has any right, title or interest in or to the DPO's Intellectual Property.

15 Confidential Information

15.1 The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation information concerning the DPO Resale Services and the knowhow, technology, techniques, or business or marketing plans related thereto (collectively, the “**Confidential Information**”) all of which are confidential and proprietary to, and trade secrets of, the disclosing party.

15.2 Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party’s obligations under this section or by breach of a third party’s confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party’s confidentiality obligations; or (iv) is independently developed by the receiving party.

15.3 As a condition to the receipt of the Confidential Information from the disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party’s Confidential Information; (ii) not use the disclosing party’s Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party’s express prior written consent; (iii) disclose the disclosing party’s Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party’s internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure.

16 Indemnification

16.1 Merchant agrees to indemnify, defend, and hold harmless DPO, its parent, affiliates, officers, directors, agents, employees and suppliers from and against any lawsuit, claim, liability, loss, penalty or other expense (including attorneys’ fees and cost of defence) they may suffer or incur as a result of (i) Merchant’s breach of this Agreement or any other agreement Merchant’s enter into with DPO or its suppliers in relation to Merchant use of the DPO resale Services; (ii) Merchant’s use of the DPO Resale Services; (iii) Merchant’s violation of any applicable law, regulation, or Association Rules and requirements; and / or (iv) Merchant failure to supply the Product to a Customer pursuant to a Customer’s Transaction.

17 Limitation of Liability

17.1 DPO SHALL NOT BE LIABLE TO MERCHANT OR A THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DPO

RESALE SERVICES, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS, EVEN IF DPO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 DPO ASSUMES NO LIABILITY FOR MERCHANT'S FAILURE TO PERFORM IN ACCORDANCE WITH THIS AGREEMENT OR ANY RESULTS CAUSED BY ACTS, OMISSIONS OR NEGLIGENCE OF THE MERCHANT, A SUBCONTRACTOR OR AN AGENT OF MERCHANT OR AN EMPLOYEE OF ANY ONE OF THEM, NOR SHALL DPO HAVE ANY LIABILITY FOR CLAIMS OF THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, CLAIMS OF THIRD PARTIES ARISING OUT OF OR RESULTING FROM, OR IN CONNECTION WITH, MERCHANT'S, SERVICES, MESSAGES, PROGRAMS, PROMOTIONS, ADVERTISING, INFRINGEMENT OR ANY CLAIM FOR LIBEL OR SLANDER OR FOR VIOLATION OF COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHTS.

17.3 UNDER NO CIRCUMSTANCES SHALL DPO'S TOTAL AGGREGATE LIABILITY TO MERCHANT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE DIRECT DAMAGES SUFFERED BY SUCH PARTY IN AN AMOUNT EQUAL TO THE AMOUNTS PAID OR PAYABLE BY MERCHANT TO DPO UNDER THIS AGREEMENT DURING THE FIRST TWELVE (12) MONTH PERIOD AFTER THE EFFECTIVE DATE OF THIS AGREEMENT.

18 Disclaimer of Warranties

18.1 THE DPO RESALE SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. DPO DISCLAIMS ALL WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY, TO MERCHANT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DPO OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DPO'S OBLIGATIONS.

18.2 MERCHANT ACKNOWLEDGES THAT THE DPO RESALE SERVICES ARE A COMPUTER NETWORK BASED SERVICES WHICH MAY BE SUBJECT TO OUTAGES AND DELAY OCCURRENCES. AS SUCH, DPO DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO THE DPO PAYMENT PROCESSING SERVICES. MERCHANT FURTHER ACKNOWLEDGES THAT ACCESS TO THE DPO'S WEBSITE OR TO THE DPO RESALE SERVICES MAY BE RESTRICTED FOR MAINTENANCE. DPO WILL MAKE REASONABLE EFFORTS TO ENSURE THAT TRANSACTIONS ARE PROCESSED IN A TIMELY MANNER; HOWEVER, DPO WILL NOT BE LIABLE FOR ANY INTERRUPTION, OUTAGE, OR FAILURE TO PROVIDE THE DPO RESALE SERVICES.

19 Taxes

Merchant shall pay, indemnify, and hold DPO harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on DPO's income, that result from the resale of Merchant's Products and (ii) all government permit fees, customs fees and similar fees which DPO may incur with respect to this Agreement. Such taxes, fees and duties paid by Merchant shall not be considered a part of, a deduction from, or an offset against, payments due to DPO under this Agreement.

20 Term and Termination

20.1 The term of this Agreement shall commence on the Effective Date and shall continue on until terminated as set forth herein. Merchant may terminate this Agreement, without cause, by providing DPO with notice of Merchant's intent to terminate, or by ceasing to use the DPO resale Services.

20.2 DPO may terminate this Agreement or suspend services to Merchant if any of the following occurs: (i) DPO is required by the Associations, the acquiring bank, or an order from a regulatory body to cease providing services to Merchant; (ii) DPO believes that Merchant has breached this Agreement, or is likely to do so; (iii) If DPO determines that Merchant's use of the DPO Resale Services carries an unacceptable amount of risk, including credit or fraud risk; or (iv) any other legal, reputational, or risk-based reason exists, in DPO's sole discretion.

20.3 In the event that DPO must terminate this Agreement, DPO shall provide Merchant with written notice as soon as reasonably practicable.

20.4 After termination by either party as described above, Merchant shall no longer have access to, and shall cease all use of the DPO Resale Services. Any termination of this Agreement does not relieve Merchant of any obligations to pay any fees, costs, penalties, Chargebacks or any other amounts owed by Merchant to DPO as provided under this Agreement, whether accrued prior to or after termination.

21 Choice of Law and Jurisdiction

This Agreement shall be subject to the laws of Ireland. The courts of Ireland shall have exclusive jurisdiction over all disputes arising in relation to this Agreement.

22 Notices

22.1 Notices to Merchant

Merchant agrees that DPO may provide notices to Merchant by posting them on DPO's Website, emailing them to Merchant, or sending them to Merchant through postal mail. Notices sent to Merchant by postal mail are considered received by Merchant within three (3) Business Days of the date DPO sends the notice. Notices posted on DPO's Website or emailed shall be considered to be received by Merchant within one (1) Business Day of the time it is posted to DPO's Website or emailed to Merchant.

222 Notices to DPO

Notices to DPO shall be considered valid only if sent by postal mail to the applicable address for notice or by emailing them the email address as designated in the DPO's Website under the "Contact Us" tab.

23 General Provisions

23.1 Independent Contractors

The relationship of DPO and Merchant is that of independent contractors. Neither Merchant nor any of its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of DPO, nor do they have any authority to bind DPO by contract or otherwise to any obligation. None of such parties will represent anything to the contrary, either expressly, implicitly, by appearance or otherwise.

23.2 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

23.3 Waiver

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

23.4 Assignment

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Merchant may not assign this Agreement without the written consent of DPO. DPO may assign this Agreement in its sole discretion without the written consent of Merchant.

23.5 Amendment

DPO may amend this Agreement at any time by posting a revised version of it on DPO's Website. The revised version will be effective at the time DPO post it. In addition, if the revised version includes a substantial change, DPO will provide Merchant with 30 days' prior notice of any substantial change by posting notice on DPO's Website. If Merchant does not consent to the updated terms, Merchant may terminate this Agreement by providing DPO with notice in the manner indicated in this Agreement. If Merchant provides DPO with termination notice within 30 days of the date of update, then Merchant current terms and conditions shall apply during this notice period.

236 Entire Agreement

This Agreement sets forth the entire agreement and understanding of the parties hereto in respect to the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

237 Survival: Any terms which by their nature should survive, will survive the termination of this Agreement.

238 Communication: Merchant consents to receive autodialed or pre-recorded calls and text messages from DPO at any telephone number that Merchant has provided DPO or that DPO has otherwise obtained to (i) notify Merchant regarding Merchant's Account; (ii) collect a debt; (iii) resolve a dispute; (iv) contact Merchant about its services; or (v) as otherwise necessary to service Merchant's Account or enforce the Agreement. DPO may share Merchant's telephone numbers with DPO's service providers who DPO has contracted with to assist DPO in pursuing its rights or performing its obligations under the Agreement, its policies, or any other agreement DPO may have with Merchant. Merchant consents these service providers may also contact Merchant using autodialed or pre-recorded calls and text messages, only as authorized by DPO to carry out the purposes DPO has identified above, and not for their own purposes.

239 Recording Calls

DPO may, without further notice or warning and in its discretion, monitor or record telephone conversations Merchant or anyone acting on its behalf has with DPO or its agents for quality control and training purposes or for its own protection.

23.10 Cross Default

Merchant hereby consents that any breach of this Agreement by Merchant shall be considered as breach of the DPO Payment Processing Agreement by Merchant.

