



Framework Agreement for Cashless Payments (EULUX)

The present agreement shall be deemed to establish the Framework Agreement related to all payment services offered by SIX Payment Services (Europe) S.A., a Luxembourg "Société Anonyme" having its registered office at 10, rue Gabriel Lippmann, L-5365 Munsbach, Luxembourg trade and companies registry no. B144087, (hereinafter "SPS"). The specific conditions relating to products and services shall be stipulated in individual Contract Modules to this Framework Agreement.

Merchant master data

PC

Partner ID Customer ID Account ID

Legal name

Company data

Street/no.

Postal code/city Country

Phone E-mail

www.

Legal form Registry no. VAT ID

Short address

For cardholder statement (max. 21 characters)

Terminal location/Webshop

As company address Refer to branch list Refer to Contract Module

Commercial name

URL

Location address

Street/no.

Postal code/city Country

Contact person

Ms Mr

First name Last name Function

Phone E-mail

Legal representatives 1 & 2

Ms Mr

Contact person

First name Last name Function

Phone E-mail

Private information

Street/no.

Postal code/city Country

Date of birth Place of birth Nationality

Proof of identity

Passport

ID

Document no. Issued in Country

Issued by Issued on Expiry date

Ms Mr

Contact person

First name Last name Function

Phone E-mail

Private information

Street/no.

Postal code/city Country

Date of birth Place of birth Nationality

Proof of identity

Passport

ID

Document no. Issued in Country

Issued by Issued on Expiry date

Account data

Decentralized settlement (refer to branch list)

Currency

Financial institution BIC/Swift

Postal code/city Country (8 or 11 digits)

IBAN

Currency

Financial institution BIC/Swift

Postal code/city Country (8 or 11 digits)

IBAN

Account holder

Street/no.

Postal code/city Country



Beneficial owners

SPS is obliged to identify the "Beneficial Owner(s)". In terms of the anti-money laundering law, the beneficial owner is the natural person who ultimately owns or controls the Merchant's company; in particular by directly or indirectly holding or controlling at least 25% of its voting rights or capital shares.

- The Merchant's company is a sole proprietorship, and the sole proprietor is the only beneficial owner. (No form needed)
 The beneficial owners are recorded in the form "Identification of the beneficial owner(s)".
 There are no beneficial owners in terms of the anti-money laundering law.

The corporate ownership status is as follows:

Correspondence

Language _____ To company address To location address To addresses according to branch list
Differing address Company _____ FAO _____
 Correspondence/P.O. Box Street/no. _____ P.O. Box _____
 Invoices Postal code/city _____ Country _____
 Chargebacks E-mail _____ Phone _____

Differing address Company _____ FAO _____
 Correspondence/P.O. Box Street/no. _____ P.O. Box _____
 Invoices Postal code/city _____ Country _____
 Chargebacks E-mail _____ Phone _____

Documents submitted

- Sole proprietorships: business registration (e.g. taxi license)
 Public/private limited companies, general/limited partnerships
 Excerpt from the commercial register (originals, copies of original excerpts or excerpts from the official database maintained by the register authority [internet excerpts] that account for the status upon stipulation)
 Articles of association
 Other company forms: company registration or corporate contract
 Associations: articles of association
 Charitable organizations: proof of charitable status
 All legal forms: Confirmation of bank relation or recent account statement
 Legal representatives
 Copy of a valid personal document (passport, ID)
 Confirmation of signatory power (if not included in register excerpt)
 Beneficial owners
 Form(s) "Identification of the beneficial owner(s)"

Remarks

Provisions governing the Framework Agreement

Table with 2 columns: Provision Name, Description. Rows include: Integral components, Coming into force, duration and termination, Intermediary, Data processing, Applicable law and place of jurisdiction.

Date and place Signature(s) of the Merchant's legal representative(s) *

* First and last name(s) in block letters

The Merchant or its legal representative(s) have been personally identified by: Signature and full name of sales person (in block letters)



Contract Module "Card Acceptance" (EULUX)

to the existing "Framework agreement for cashless payments"

Presence business Distance business

<input type="checkbox"/> Modification <input type="checkbox"/> Renewal	Merchant _____	Contract no. F2F _____
	Subsidiary/country _____	Contract no. SEC _____
	MCC [] [] [] [] Industry _____	Contract no. MPO _____

Pricing model(s)

Pricing models and the corresponding fees are set out in the Appendices "Pricing table for card acceptance" which form an integral part of this Contract Module.

General fees

Processing of reversals/credits	
Processing of chargebacks Applies to chargebacks within the limits stipulated in the General business conditions for card acceptance, section 9.2.	_____/chargeback <small>(effective from 1.1.2016)</small>
Processing of subsequent entries	T & M basis
Change of master data (in particular change of address, account data)	T & M basis
Provision of duplicates Applies to duplicates of contracts/reimbursement notices	Free of charge
Special reports ordered by the Merchant Applies to analyses, single transaction overviews etc.	_____/hour

Delivery and reimbursement

Currencies	Delivery in ¹ EUR	Delivery in ¹ EUR
	Reimbursement in EUR	Reimbursement in EUR
Reimbursement type	<input type="checkbox"/> Net settlement <input type="checkbox"/> Settlement all (collective reimbursement) <input type="checkbox"/> Settlement by means of payment (additional charges apply)	<input type="checkbox"/> Gross Settlement <input type="checkbox"/> SEPA Direct Debit <input type="checkbox"/> Offsetting Delivery date + _____ days for Secure E-Commerce Delivery date + _____ days for Mail/Phone Order
Reimbursement frequency	<input type="checkbox"/> Daily <input type="checkbox"/> Weekly, closing on _____	<input type="checkbox"/> Bi-weekly <input type="checkbox"/> Monthly, closing on _____
Notice type(s)	<input type="checkbox"/> Transaction level (detailed) <input type="checkbox"/> Daily closing level by branch (summary) <input type="checkbox"/> Reimbursement summary by branch (recap)	Language _____ <input type="checkbox"/> DCC report <input type="checkbox"/> Delivery confirmation
Notice frequency	<input type="checkbox"/> Same as reimbursement frequency	<input type="checkbox"/> Weekly <input type="checkbox"/> End of month <input type="checkbox"/> Quarterly
Notice delivery	E-mail _____	
	First and last name of contact person (for login) <input type="checkbox"/> Ms <input type="checkbox"/> Mr _____	
	<input type="checkbox"/> Web service "myPayments Classic" <input type="checkbox"/> PDF to e-mail above <input type="checkbox"/> PDF to company e-mail	<input type="checkbox"/> MRX – Merchant Reconciliation XML <input type="checkbox"/> Standard <input type="checkbox"/> Detailed

Card data security/PCI DSS

SIX Payment Services is obliged to ensure that the solutions for card acceptance put into use by the Merchant comply with the applicable PCI security standards in force.

Infrastructure	Terminal manufacturer _____	Network service provider _____
	Terminal type _____	Terminal ID _____
	Terminal certified according to PCI standard in force	<input type="checkbox"/> True <input type="checkbox"/> False
	Stand-alone terminal	<input type="checkbox"/> True <input type="checkbox"/> False
	Merchant does not save any card data	<input type="checkbox"/> True <input type="checkbox"/> False
Card data	Acceptance <input type="checkbox"/> Webshop <input type="checkbox"/> Phone <input type="checkbox"/> Fax <input type="checkbox"/> Post <input type="checkbox"/> Other	
	Storage <input type="checkbox"/> By the Merchant electronically <input type="checkbox"/> By the payment service provider	
	<input type="checkbox"/> By the Merchant physically	
Acceptance agreement	In the past a card acceptance agreement of the Merchant has been terminated prematurely.	<input type="checkbox"/> No <input type="checkbox"/> Yes, theft of card data <input type="checkbox"/> Yes, _____

¹For UnionPay and JCB only in the respective national currency.

Hatched sections exclusively apply to the distance business.

PC _____	SIX Sales ID _____	ID Top Node _____	ID HQ _____	Partner ID _____
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The Merchant's business model

Webshop URL _____ PSP _____
 Test login (if shop is not active yet) _____

Products and services offered _____
 Number of transactions/year _____ Most expensive product _____
 Expected card turnover/year _____ Most convenient product _____

Delivery regions Domestic Europe Worldwide (excl. USA) Worldwide (incl. USA)

Requirements fulfilled by the Merchant Terms & Conditions including right of rescission/withdrawal and place of jurisdiction
 Acceptance of T&C by the customer prior to the conclusion of the order process (click-to-accept button)
 Legal notice corresponding to local customary requirements, incl. contact details (phone/e-mail)
 Transparency within webshop, catalogues and price lists (VAT, shipping and handling costs etc.)
 Proof of order/delivery available (to be submitted to SIX Payment Services in case of chargebacks)
 Order Bill of delivery Postal receipt

Hospitality and car rental services

The Merchant is obliged to perform the card acceptance in accordance with the relevant data sheet.

Hotel reservation guarantee Data sheet "Hotel reservation guarantee per credit card"
 Hotel Advance Deposit Data sheet "Hotel reservation by means of down payment with a credit card (Hotel Advance Deposit)"
 Rental car reservation Data sheet "Rental car reservation with a credit card"

Remarks

Integral contract components

Appendix "Pricing table for card acceptance" Data sheet "Best practices for E-Commerce Merchants"
 "General business conditions for card acceptance" Data sheet "3-D Secure procedure for your online shop"
 Data sheet "PCI DSS compliance instructions" Data sheet "Security tips for Mail/Phone Order"
 Data sheets agreed in the section "Hospitality services" (if any) Data sheet "Delivery of goods and services in the USA"
 Appendix _____ Appendix _____

The present Contract Module amends the "Framework agreement for cashless payments" and forms an integral part thereof. The existence or the simultaneous conclusion of a Framework Agreement is mandatory. This Contract Module modifies respectively replaces any previous versions of the same Contract Module. All fees quoted in this Contract Module are exclusive of VAT.

The Merchant shall accept the selected cards as means of payment and deliver the corresponding transactions to SIX Payment Services. The Merchant is obliged to adhere to the rules for card acceptance applicable to the type of business stipulated herein (presence and/or distance business).

The Merchant confirms that it has received and read the general business conditions and further integral contract components and understands and accepts them. **In particular, the Merchant acknowledges the provisions of the "General business conditions for card acceptance" regarding the claim to reimbursement and the exclusion of the claim to reimbursement according to section 8, the provisions regarding data protection according to section 13 as well as the liability provisions according to section 14.**

All legal relationships deriving from the present Contract Module between the Merchant and SIX Payment Services are governed by Luxembourg law. The exclusive place of jurisdiction is Luxembourg.

Date and place _____
 Signature(s) of the Merchant's legal representative(s) *

Date and place _____
 Legal signatures of SIX Payment Services (Europe) S.A. *

* First and last name(s) in block letters



Contract Module "E-Commerce Solutions" (EULUX)

to the existing "Framework agreement for cashless payments"

Modification Merchant _____ Contract no. SEC _____
 Renewal MCC _____ Industry _____ Contract no. MPO _____

Pricing table E-Commerce Solutions Effective from _____	<input type="checkbox"/> start UP	<input type="checkbox"/> classic PLUS <input type="checkbox"/> business PRO	<input type="checkbox"/> Mail/Phone Order (MPO) <input type="checkbox"/> Secure Pay Gate
	Basic rates	Basic rates	Additional means of payment
Visa/Visa Electron ¹ 	_____ %	MPO _____ %	<input type="checkbox"/> INT American Express <input type="checkbox"/> INT JCB <input type="checkbox"/> INT Billpay <input type="checkbox"/> INT MasterPass <input type="checkbox"/> INT PayPal <input type="checkbox"/> AUT eps <input type="checkbox"/> CHE Bonus Card <input type="checkbox"/> CHE myOne Card <input type="checkbox"/> CHE PostFinance Card <input type="checkbox"/> CHE PostFinance E-Finance <input type="checkbox"/> DEU giropay <input type="checkbox"/> DEU SEPA Direct Debit <input type="checkbox"/> NLD iDEAL <input type="checkbox"/> POL e-przelew
V PAY ¹ 	n.a.	_____ %	
MasterCard 	_____ %	MPO _____ %	
Maestro ¹ 	n.a.	_____ %	
Diners Club/Discover 	_____ %	MPO _____ %	

Dynamic Currency Conversion (DCC)¹ _____ % Rebate on DCC transaction amount Visa/Visa Electron, MasterCard, Maestro

Fees (excl. VAT)			
Transaction fee All means of payment	_____ /trx.	_____ /trx.	
Basic user fee	_____ /month	_____ /month 1st terminal _____ /month from 2nd terminal	Number of terminals: ___ E-Commerce ___ Secure PayGate ___ MPO
One-time activation fee	_____	_____	

Surcharge commercial cards Applies to all transactions with commercial cards (e.g. Business Cards).	(of transaction amount)	_____ % _____ %	Visa/Visa Electron MasterCard, Maestro
Surcharge non-EEA transactions Applies to transactions with cards issued outside and accepted inside the European Economic Area and vice versa.	(of transaction amount)	_____ %	Visa/Visa Electron, MasterCard, Maestro
Surcharge non-secure transactions ² Applies to transactions executed without "3-D Secure" procedure.	(of transaction amount)	_____ %	Visa/Visa Electron, MasterCard
Surcharge late delivery ² Charged for transactions which are delivered to the system later than 48 hours after their execution.	(of transaction amount)	_____ %	Visa/Visa Electron, MasterCard
Pre-authorization fee Applies to all pre-authorizations.	(min. EUR _____)	_____ % (of authorization amount)	MasterCard, Maestro
Integrity fee for final authorizations , charged for transactions – that are delivered to SPS' system later than four working days after their authorization; – whose authorization amount does not match the final transaction amount delivered to SPS; – whose authorization currency does not match the final transaction currency delivered to SPS; or – that are canceled after final authorization.	(min. EUR _____)	_____ % (of authorization amount)	MasterCard, Maestro
Foreign currency reimbursement	(of transaction amount)	_____ %	All means of payment
Processing of chargebacks Applies to chargebacks within the limits stipulated in the General business conditions for card acceptance, section 9.2.	(effective from 1.1.2016)	EUR 30.00/chargeback	All means of payment

Delivery and reimbursement

Currencies _____ Delivery in EUR _____ Reimbursement in EUR _____ Delivery in EUR _____ Reimbursement in EUR _____
 Reimbursement type Settlement all (collective reimbursement) Delivery date + _____ days for Secure E-Commerce
 EUR _____ Min. reimbursement amount² Delivery date + _____ days for Mail/Phone Order
 Reimbursement frequency Daily Weekly, closing on _____ Monthly, closing on _____
 Notice type Language _____ Daily closing level by branch (summary)
 Transaction level (detailed) Reimbursement summary by branch (recap)
 Notice delivery E-mail _____
 First and last name of contact person (for login) Ms Mr _____
 Web service "myPayments Classic" MRX – Merchant Reconciliation XML Standard
 PDF to e-mail above PDF to company e-mail Detailed

¹ Card brand/service not available for Mail/Phone Order.

² These surcharges are not cumulated and do not apply to Mail/Phone Order transactions.

PC _____ SIX Sales ID _____ ID Top Node _____ ID HQ _____ Partner ID _____ Account ID _____



The Merchant's setup and business model

Webshop URL PSP
Test login (if shop is not active yet)
Access authorizations The following persons are granted access (by means of login credentials) to the E-Payment administration area.
Products and services offered Number of transactions/year Most expensive product EUR
Expected card turnover/year EUR Most convenient product EUR
Delivery regions Domestic Europe Worldwide (excl. USA) Worldwide (incl. USA)
Requirements fulfilled by the Merchant Terms & Conditions including right of rescission/withdrawal and place of jurisdiction
Acceptance of T&C by the customer prior to the conclusion of the order process
Legal notice corresponding to local customary requirements, incl. contact details
Transparency within webshop, catalogues and price lists
Proof of order/delivery available

Card data security/PCI DSS

SIX Payment Services is obliged to ensure that the solutions for card acceptance put into use by the Merchant comply with the applicable PCI security standards in force.

Card data Acceptance Webshop Phone Fax Post Other
Storage By the Merchant electronically By the payment service provider
By the Merchant physically
Acceptance agreement In the past a card acceptance agreement of the Merchant has been terminated prematurely. No Yes, theft of card data
Yes,

Hospitality and car rental services

The Merchant is obliged to perform the card acceptance in accordance with the relevant data sheet.

Hotel Advance Deposit Data sheet "Hotel reservation by means of down payment with a credit card (Hotel Advance Deposit)"
Rental car reservation Data sheet "Rental car reservation with a credit card"

Remarks

Integral contract components

- General business conditions for card acceptance
General business conditions for E-Payments
Data sheet PCI DSS compliance instructions
Data sheets agreed in the section "Hospitality services" (if any)
Data sheet "Best practices for E-Commerce Merchants"
Data sheet "3-D Secure procedure for your online shop"
Data sheet "Security tips for Mail/Phone Order"
Data sheet "Delivery of goods and services in the USA"

The present Contract Module amends the "Framework agreement for cashless payments" and forms an integral part thereof. The existence or the simultaneous conclusion of a Framework Agreement is mandatory. This Contract Module modifies respectively replaces any previous versions of the same Contract Module. All fees quoted in this Contract Module are exclusive of VAT.

The Merchant shall accept the selected cards as means of payment and deliver the corresponding transactions exclusively to SIX Payment Services. The Merchant is not permitted to accept the card in the presence of the cardholder and with presentation of the card; as this requires the stipulation of a separate Contract Module. The Merchant authorizes SIX Payment Services to offset receivables due (in particular user fees) with the reimbursements resulting from the fulfilment of this Contract Module.

The Merchant confirms that it has received and read the general business conditions and further integral contract components and understands and accepts them. In particular, the Merchant acknowledges the provisions of the "General business conditions for card acceptance" regarding the claim to reimbursement and the exclusion of the claim to reimbursement according to section 8, the provisions regarding data protection according to section 13 as well as the liability provisions according to section 14.

All legal relationships deriving from the present Contract Module between the Merchant and SIX Payment Services are governed by Luxembourg law. The exclusive place of jurisdiction is Luxembourg.

Date and place Signature(s) of the Merchant's legal representative(s) *

* First and last name(s) in block letters