

## Straal Partner Program Terms & Conditions (valid from 10<sup>th</sup> of December 2020)

### 1. Definitions

**Merchant** – an entrepreneur, being a natural person, a legal person or an organizational unit without legal personality but with legal capacity, who signed a contract for Straal's Services as a result of the conclusion of a Contract by the Partner.

**Potential Merchant** – entrepreneur, being a natural person, legal person or organizational unit without legal personality but with legal capacity, which, as a result of the Partner's activities, is interested in Straal Services and has been submitted by the Partner to Straal in accordance with the rules set out in the Terms & Conditions.

**Straal Partner Program (Partner Program)** – a program of activities consisting in Straal's cooperation with Partners who submit Potential Merchants to Straal in return for remuneration.

**Terms & Conditions** – these Straal Partner Program Terms & Conditions

**Straal** – Straal Sp. z o.o., with the registered office in Warsaw (00-844 Warszawa), at Plac Europejski 1 entered into the Register of Entrepreneurs kept by the District Court for Warsaw in Warsaw, 12th Commercial Department of the National Court Registry under KRS no. 0000694017

**Potential Partner** – entrepreneur conducting business activities in any form (commercial law company, civil partnership, natural person, who is applying to join the Straal Partner Program.

**Partner** – an entity that received positive verification and concluded a Contract with Straal.

**Contract** – a legal relationship that arises between Straal and the Partner within the framework of these Terms & Conditions and a contract between Straal and the Partner.

**Services** – services rendered by Straal for Merchants under the Straal Payment Service Framework Contract.

### 2. General provisions

1. The object of the Terms & Conditions is to define the rules for cooperation between the Partner and Straal within the scope of the Partner recommending services provided by Straal to Potential Merchants in return for remuneration.
2. The Partner shall provide services that are the object of this Contract exclusively to Straal, which refers to, in particular, a prohibition on offering third party services similar to Straal's Services to Potential Merchants during the Contract term.
3. The Partner is not an employee, nor a representative of Straal. The Partner is not empowered to sign any documents or to make any statements on behalf of Straal, which may give rise to any liability against the Merchant on Straal's behalf.
4. The Partner declares that prior to submitting the Potential Merchant to Straal, it has obtained the Merchant's consent to disclosing Straal information related to transactions processed through the Services.

### 3. Contract Conclusion

1. The following constitute a conditions for cooperation under the Program:
  - a) proper registration of the Partner,
  - b) Straal's positive verification of the Partner.
2. In order to perform the registration, the Partner shall complete and send an Application to join the Straal Partner Program (Application) to the address: [partnerzy@straal.com](mailto:partnerzy@straal.com). The application template is available at [www.straal.com](http://www.straal.com).
3. Upon receipt of the Application, Straal shall, within no more than 14 days, verify the Partner.
4. In order to properly conduct the Partner verification process, Straal may call on the Partner to provide additional data.
5. In case of positive verification, the Partner shall receive confirmation and a prepared contract for participation in the Partner Program, together with the Terms and Conditions, to the e-mail address indicated during the registration process.
6. The partner shall sign and send a scan of the signed contract to the address [partnerzy@straal.com](mailto:partnerzy@straal.com), and then post the original contract to Straal's mailing address. The Partner is not entitled to modify the submitted contract template - any modifications and additions shall be considered null and void. Submission of the signed contract is equivalent to acceptance of the Terms and Conditions.
7. After receipt of the scan of the signed contract from the Partner, Straal sends back an original signed contract to the Partner's address. The Parties recognise the Contract as concluded at the moment it is signed by both Parties.
8. Straal may refuse to grant positive verification of a Partner in the event of omissions in the application or in case the Partner failing to guarantee the proper performance of the Contract, in particular when the Partner conducts business activities for Straal's competitor.
9. Should verification of the Partner be negative, Straal shall send notification to the e-mail address indicated in the application.

### 4. Submitting Potential Merchants

1. Submissions of Potential Merchants shall be done by the Partner to the e-mail address: [partnerzy@straal.com](mailto:partnerzy@straal.com).
2. A correct submission of a Potential Merchant, as referred to in point 1, should contain all of the following:
  - a) company name,
  - b) NIP tax identification number,
  - c) contact person's name and surname,
  - d) phone number,
  - e) e-mail,
  - f) store's website or Merchant's website address,
  - g) a brief description of goods / services offer,

- h) information on estimated monthly sales via electronic payments (monthly turnover value).
- 3. In the event the same Potential Merchant is submitted by two or more Partners, the priority is determined by the date of receipt of the submission by Straal.
- 4. Straal shall not consider as valid the submission of a Potential Merchant offering or promoting at least one of the following:
  - a) arms trafficking or trade in goods or services prohibited by law in any EEA country;
  - b) gambling services,
  - c) pornographic content,
  - d) content violating the personal rights of third parties,
  - e) content that promotes the spread of hate, racism, xenophobia, conflicts between nations or religions,
  - f) content infringing copyright or other intellectual property rights.
- 5. The submission of a Potential Merchant offering or promoting the above-mentioned goods, services or content shall constitute the basis for termination of the Contract by Straal.
- 6. Straal reserves the right to reject a Potential Merchant submission when it has directly commenced trade talks with it prior to the Partner making a submission.
- 7. Straal shall take all possible steps to begin cooperation with a Potential Merchant submitted by the Partner, but reserves the right to refuse to begin cooperation with the Potential Merchant without justification. In such a situation, the Partner shall not make any claims against Straal in this respect.

#### 5. Obligations of the Parties

1. Under the Contract the Partner shall:
  - a) offer services included in Straal's offer to Potential Merchants on the terms set out in the Straal services price list, according to the information provided by Straal to the Partner;
  - b) submit Potential Merchants to Straal pursuant to Section 4 of the Terms and Conditions;
  - c) obtain Straal's approval for promotional or marketing activities conducted by the Partner and associated with presenting Straal's offer;
  - d) not offer nor grant Potential Merchant's benefits in any form or assure such benefits from Straal;
  - e) convey to Straal all information about ongoing talks with Potential Merchants;
  - f) obtain Straal's approval for planned mailings concerning Straal's offer;
  - g) place Straal's logo and name in information addressed to Potential Merchants, upon Straal's approval;
  - h) take any actions under this Contract in accordance with the law and good market practices, and with professional diligence.
2. Under the Contract, Straal shall:

- a) provide up-to-date information on Straal's services and its current Service offer including price lists;
- b) provide Straal's marketing materials in the form chosen by Straal.
- 3. Straal is not liable to the Partner for:
  - a) a Force Majeure event,
  - b) the Partner's failure to achieve assumed profits.
- 4. In any case, within the limits permitted by law, Straal's liability against the Partner is limited to the amount of remuneration paid to the Partner within the three months preceding the event that is the basis for liability.

#### 6. Remuneration

1. Proper performance of the Contract entitles the Partner to remuneration in the amount specified in the contract on Program participation concluded by the Parties.
2. Remuneration shall be calculated at the end of each calendar quarter. In the event a Partner joins the Program during the calendar quarter, the first billing period ends with the end of that quarter.
3. Straal shall send to the Partner a summary statement and the amount of remuneration due to the Partner by the end of the calendar month following the end of the quarter. The remuneration due to the Partner shall be stated as gross, inclusive of VAT calculated according to current regulations.
4. Within 14 days of receipt of the statement referred to in par. 3, the Partner shall issue an invoice for the amount of remuneration indicated in the statement and send it to Straal, to the e-mail address: [partnerzy@straal.com](mailto:partnerzy@straal.com).
5. Straal consents to receive invoices from the Partner in electronic form.
6. Remuneration shall be paid to the Partner within 21 days of the date of delivery of a correctly issued VAT invoice to Straal.
7. In the event an invoice issued by the Partner contains an amount other than that indicated in the statement, Straal shall have the right to withhold payment of remuneration in order to clarify any discrepancies. A delay in payment on this basis does not justify the Partner's demands of interest for the delay on Straal's part.
8. Remuneration is due to the Partner only for the term hereof and for the duration of the contract concluded between Straal and the Merchant.

#### 7. Intellectual property

1. Straal grants the Partner a limited, revocable, non-exclusive, non-assignable and worldwide right to use the logo and the name 'Straal' solely for the purposes of this Contract. Straal has valid legal titles to the 'Straal' logo and name. Except for the limited rights granted under these Terms and Conditions, no license or other right to use any Straal intellectual property is granted to the Partner.
2. The Straal name and logo cannot be used in conjunction with third-party products or services in any manner that may be confusing to Potential Merchants.
3. The license referred to in par. 1 is granted for the duration of the Contract.

4. Following Contract termination, the Partner shall remove the Straal logo from any places where the Straal logo was used by the Partner without delay, not later than within 3 days from the date of Contract termination.

#### 8. Contract termination

1. The contract is concluded for an indefinite period.
2. The Parties have the right to terminate the Contract with a 3-month notice period, with effect at the end of the calendar month. Termination of the Contract shall be made in writing, under pain of nullity.
3. Straal is entitled to terminate the Contract without notice in case of violation of its provisions, as well as in the case of:
  - a) cessation of business activities by the Partner
  - b) breach of the exclusivity principle by the Partner,
  - c) acquisition of the Partner by a Straal competitor,
  - d) submission of Potential Merchants referred to in Section 4 par. 5 of the Terms and Conditions
  - e) breach of other responsibilities specified in Section 5 of the Terms and Conditions.
4. Contract termination does not affect the Parties' obligation to maintain confidentiality.

#### 9. Confidentiality Policy

1. Any information relating to the Partner or Straal of a confidential nature, or clearly marked as confidential, shall be treated as confidential by the other Party and will be disclosed or used by the other Party only to the extent that disclosure or use are necessary for the performance of the Contract.
2. The obligation to maintain confidentiality shall also remain in force for a period of 1 (one) year after the termination of the Contract, but shall not, however, apply to information made public legally or obtained by the Party in another manner, not subject to the confidentiality obligation.

3. Confidential information shall not include information that:

- a) is or becomes public without disclosure by any of the Parties, their agent, representative or employee, or
- b) is made available to any Party in a manner that does not take into account confidentiality from a source other than the other Party or its agents, representatives or employees, not bound by law or contract not to disclose such information.

#### 10. Final Provisions

1. Straal shall have the right to amend the Terms and Conditions at any time without notice, in particular when such modifications or changes are necessary to comply with applicable law.
2. If Straal modifies the Terms and Conditions, it shall send a new version to the Partner's e-mail address at least 14 days before the planned entry into force of the new Terms and Conditions.
3. Should the Partner not accept the changes, it shall have the right to lodge its objection within 5 days of the date of submission of the changes. Submission of an objection by the Partner results in the termination of the Contract with a 30-day notice period. Lack of an objection is tantamount to an agreement to modification and continuing the Contract on changed terms.
4. The Partner may not transfer the rights and obligations hereunder to a third party without the prior written consent of Straal.
5. Within the scope not regulated in the Terms and Conditions or the Contract, the provisions of Polish law shall apply.
6. Any disputes arising out of or in connection with the Contract shall be settled by the general court with jurisdiction for the Capital City of Warsaw.
7. This Contract constitutes the entire agreement between the Parties and supersedes all prior arrangements, representations and agreements (with respect to the object of the Contract).
8. No provision in the Terms and Conditions shall not create a relationship of power of attorney, employer-employee relationship or joint venture between the Parties.