

Agreement for Cash-Ticket - Merchants

between Prepaid Services Company Ltd., International House, 1 Yarmouth Place, London W1J 7BU, Great Britain, ("**Company**")
and

Merchant Name: _____ Postcode, City: _____

URL: _____ Country: _____

Reg. Address.: _____ Representative: _____
(no P.O. Box)

("Merchant"). The contracting parties (Company & Merchant) shall be mutually agreed to the acceptance of prepaid cards and electronic vouchers containing E-money issued by the Company and its affiliated companies, herein referred to as "Cash-Ticket" or "Card", by the Merchant as a means of payment subject to the terms and conditions set out below:

1. Object of Agreement / Obligations:

(1) The Merchant is obliged to accept the Card in its internet distribution system as a means of payment for all goods and services offered by it on the abovementioned URL, in the same way as a cash payment in those countries in which the Company or its affiliated companies are officially represented ("**issue area**"; an overview of countries with official representation is available under www.cash-ticket.com/countries). All URLs of the Merchant, over which the Card is to be accepted as a means of payment, are to be declared to the Company. The Merchant must implement all appropriate systems and controls to enable the goods and services offered by it in its internet distribution system to be paid for using the Cards. The Merchant undertakes not to distribute any illegal goods and services using the Cash-Ticket system and to accept the Card as a means of payment in the issue area only.

(2) The Merchant is obliged to personally implement the standard software (see Point 3 of the "General Terms of Business for Cash-Ticket - Merchants") at his own expense within 30 days after signing this contract having considered the system description, which is available under www.cash-ticket.com. The software is provided by the Company in the scope of this Agreement.

(3) The Company shall be entitled to assign its rights and obligations under this Agreement wholly or partly to affiliated companies of the Company. The Merchant herewith declares unrevocably its consent to such an assignment.

2. Commission ("**Payment**") of the Merchant / Transfer of the Payment to the Account of the Merchant:

(1) The commission ("**Commission**") payable by the Merchant to the Company for the services provided to the Merchant by the Company pursuant to this Agreement shall be _____ % of the amount paid by the customer to the Merchant for the goods and/or services provided to the customer by the Merchant (including tax as well as costs for shipment) plus, if applicable, any appropriate amount in respect of VAT and/or other sales taxes at the rate ruling at the date of invoice. For the purposes of this Agreement, "**VAT**" means the system of value added tax established under the Sixth Directive of the European Union (Council Directive 2006/112/EC).. Both the contracting parties agree that this commission is only applicable for payments with Cash-Tickets and not for payments with other means of payment issued by the Company or its affiliated companies. For these other means of payment – especially for prepaid cards and electronic vouchers known as "paysafecard" – the corresponding agreement (e.g. "Agreement for Paysafecard - Merchants") and the commission agreed in such agreement remain applicable.

(2) The payments which the Merchant is entitled to receive after deduction of the commission mentioned in the preceding paragraph (1) plus sales tax for the merchandise or services purchased by the customer (see Point 2 (7) of the "General Terms of Business for Cash-Ticket - Merchants") shall be transferred in the Merchant Information-Form selected currency on the last day of each calendar month within a period of 14 days to the above quoted account of the Merchant. Bank transfer charges – if any – will be covered by the Merchant. The Merchant accepts shipment of invoice from the Company by email.

3. Inclusion of the "General Terms of Business for Cash-Ticket - Merchants" / Miscellaneous:

(1) The Merchant confirms having received the "General Terms of Business for Cash-Ticket - Merchants", which are incorporated by reference into and form an essential part of this Agreement. The Merchant further confirms that all information provided by it in the Merchant Information-Form, which is also incorporated by reference into and forms an essential part of this Agreement, is accurate and complete.

(2) This Agreement shall be valid for a period of one year and shall be extended each time for a further year, unless cancelled by giving notice in written form three months before expiry of the then current year period.

General Terms of Business for Cash-Ticket - Merchants

Date: September 2009

1. General

(1) The Prepaid Services Company Ltd. ("**Company**") issues prepaid cards referred to as "Cash-Tickets" ("**Cards**"), which can also be printed in the form of paper vouchers at retail outlets. The value of the Card is printed on the Card. The definition of the Card as stated above also applies to further developments of the Card system that may be implemented from time to time either by the Company or its affiliated companies.

(2) The postal address of the Company is International House, 1 Yarmouth Close, London W1J 7BU, Great Britain.

2. Card Transactions

(1) The Merchant shall, for the duration of this Agreement, clearly indicate to its customers that they may pay for goods and services from the Merchant with the Card ("**Means of Payment - Option**") by means of a logo which the Company shall provide for such use (download at www.Cash-Ticket.com), the indication to be at a location and in a size that suits its purpose. This shall be realized in a fashion that is, with respect to quality, position and extent, at least equivalent to the payment options otherwise presented by the Merchant. In the scope of its own advertising activities, the Company shall be authorized to refer to the Merchant and mention the Merchant by name.

(2) The Merchant shall provide information to allow the customer to locate the Card's distribution agencies. Such information shall be provided in the language which is used on the Merchant's website.

(3) Based on this Agreement, the holder of the Card, which means, the person who physically disposes of the Card ("**Card Holder**"), is entitled to pay for the merchandise and services which the Merchant offers on the internet by using the Card to the maximum of its value ("**Transaction**"). The use of several Cards in the scope of one transaction is permissible - subject to applicable anti-money laundering rules and guidance - up to a limit of EUR 1,000.00 or its equivalent in another currency.

(4) To enable the Company to identify transactions from the Merchant, the Merchant shall use the Merchant IDs and certificates or login credentials and source IP address (depending on the way of technical integration) which shall be provided by the Company to the Merchant.

(5) A payment transaction with Cash-Ticket consists of two steps: First, a transaction amount being the amount paid by the Card Holder for the goods and services provided by the Merchant including tax and costs for shipment ("**Transaction Amount**") is made available by the Card Holder to the benefit of the Merchant ("**Disposition**"). Second, the Merchant will effect the transfer of the benefit of the relevant amount by sending a debit request to the Company for this amount. The debit must be requested by the Merchant within one hour of the Disposition ("**Period of Disposition**"). Any extension of the Period of Disposition must be agreed in writing separately between the Company and the Merchant. If a debit is requested after the Period of Disposition has expired the Company shall no longer be required to transfer the benefit of the relevant amount to the Merchant and the said amount shall remain on the Card Holder's Card.

(6) The data transmitted are then scrutinized by the Company's transaction system. If the funds available on the Card do not cover the full purchase price of the merchandise or service, the Company will send a message to this effect to the Card Holder, who may then indicate further Cards to be used for the settlement of payment.

(7) Provided that the Company's accounting procedure has been successful, the Merchant is entitled to claim payment by having the transaction amounts transferred, after deduction of the Company's commission for merchandise and services as determined under Point 2 (1) of the "Agreement for Cash-Ticket - Merchants" and addition of the sales tax ("**Accounted Amount**") from the Company to the account of the Merchant indicated in the Merchant Information-Form. The Company shall transfer the Accounted Amounts, to which the Merchant is entitled, cumulatively to the bank account of the Merchant, this to be carried out in monthly intervals. The monthly transfers shall include all payment transactions which were completed by the end of the Accounting Day (0.00 o'clock CEST). The 'Accounting Day' shall be the day in each month as agreed in writing between the contracting parties. The currency in which the monthly transfers are made shall be that agreed between the contracting parties and stipulated in the Merchant Information-Form. Losses due to rounding of figures and to exchange rate fluctuations between the time the Card Holder carries out the transaction and the relevant monthly transfer from the Company to the Merchant shall be borne by the Merchant.

(8) In the event that the Merchant has rendered services to Card Holders without sending a debit request for payment to the Company thereby meaning that the transaction is not booked in the system of the Company, the Company shall be entitled to deny all payments to the Merchant as provided for in this Agreement.

(9) Any claims made by a Card Holder regarding the fitness for purpose or satisfactory quality or similar of the goods or services purchased from the Merchant using the Card or if the Card Holder exercises any right he or she may have to cancel their transaction may only have effect on the underlying payment and booking proceedings and on the accrued Commission as between the Company and the Merchant as set out in this Agreement if such claims are made or rights exercised by the Card Holder in the Period of Disposition. If the amount made available to the Card Holder has already been debited in the system of the Company, a reversal of this transaction shall not be possible. If the amount made available to the Card Holder or the Accounted Amount shall not have been debited in the Company's system, then a reverse transaction may take place without any difficulty, and without affecting the procedures of payment and accounting. Customer complaints eventually resulting from the delivery of merchandise or the provision of services, performed by the Merchant shall be forwarded by the Company to the Merchant.

(10) In offering for sale its goods and services in the manner that it does, the Merchant undertakes to comply with all applicable legislation, rules and guidance relating to the protection of minors and to check the age of users who want to access adult services provided by the Merchant. If the Merchant offers both goods and services which are suitable for minors and goods and services which are not suitable for minors the Merchant must adopt appropriate systems and controls to prevent minors from accessing or purchasing those goods and services which are not suitable for minors. Whether a transaction where a Card is used is suitable for minors or not must be advised to the Company on a per transaction basis.

(11) On request from the Company the Merchant will provide customer data in respect of any single or related transaction to the Company.

(12) The Merchant is prohibited from accepting the Card as a means of payment for goods or services which are or are related to gaming or betting. For the purposes of this Agreement "gaming" shall mean playing a game, whether of chance or skill, for stakes hazarded by the players and "betting" shall mean in relation to any person, that person backing his forecast of the outcome of any external event by offering to forfeit money or articles of value to another person who maintains the opposite forecast and who backs his opinion by a corresponding offer.

(13) The Company may refuse to pay the Accounted Amount to the Merchant in case of reasonable suspicion that the Merchant is offering or carrying out any illegal services such as selling any illegal goods or conducting illegal marketing activities or is acting as an agent for other providers of illegal services or if the Company has reasonable suspicion of money laundering or fraud.

3. Data Protection / Security

- (1) The Merchant and the Company must treat the customer data of each contracting party as confidential.
- (2) The Merchant and the Company are obliged to guarantee for an appropriate protection of the data in the sense of the applicable regulations pertaining to the protection of data, and to take measures to secure the confidentiality, the availability and the correctness of the data. In particular, they are obliged to safeguard their systems against illicit or accidental destruction, accidental losses, technical errors, theft, illegal use, unauthorized modification, reproduction, accessibility or other unauthorized operations. The Merchant and the Company are obliged to protect the data against unauthorized third-party access to an extent that the system is continually adapted to a secure means of data transmission (accounting for the current state of technical development). The Merchant and the Company shall conjointly apply for and acquire the approvals, licenses etc. which may be required from time to time for processing the data.
- (3) For the transactions a digital client certificate (or login credentials and a defined source IP address) is required in order to decipher the data and to identify the Merchant's IT system, which the Company shall provide to the Merchant by appropriate means. The Merchant shall safeguard the digital client certificate as well as the passwords associated therewith, from any access by third parties. In the event the Merchant fails to appropriately safeguard the digital client certificate and/or the passwords associated therewith as required by this Clause 3(3), the Merchant shall indemnify and hold the Company harmless against all claims raised by third parties in relation thereto.

4. Intellectual Property / Licenses

- (1) All texts, images, graphic representations, sound files, animation files, video files as well as other contents and files which the Company shall make available are the intellectual property of the Company or its affiliated companies or third parties, and are subject to copyrights, trademark rights, patent rights, or other protective rights pertinent to immaterial goods. The Merchant acknowledges the intellectual property protected by the aforementioned rights pertinent to immaterial goods. It must not be copied, modified, transmitted, or used otherwise, neither for commercial purposes nor for further distribution.
- (2) By way of this Agreement, the Merchant shall receive from the Company a non-exclusive license to use the software and documentation provided for the duration of this Agreement. Other rights are not granted. The Merchant is not authorized to alter, configure, modify, or convey the license to third parties, and is granted to use it only to the extent as is expressed in the same license. Provisions for the use as stated by the copyright owner or the Company, and the license regulations must be maintained.

5. Liabilities

- (1) The Company shall not be liable to the Merchant for slight negligence and in connection with this Agreement for any indirect losses, consequential losses and loss of profit and its liability shall be limited to damages in the reasonable contemplation of the contracting parties at the time the contract is entered into. The Company shall not be liable to carry out any obligation under this Agreement where performance of such obligation is prevented due to any cause beyond its reasonable control. Nothing in this Agreement shall exclude or restrict the Company's liability for death or personal injury arising from its negligence.
- (2) The Company shall not be liable for damage caused by force majeure, riot, war and/or natural events, or by other occurrences beyond its control (e.g. strike, lockout, traffic disruption) or authority or government orders at home and abroad. In these cases the Company is exempt from its duties according to Clause 2 paragraph (7).
- (3) The Merchant shall indemnify the Company against any claims by Card Holders arising out of or in connection with:
 - (a) a lack of accessibility or functionality of the Merchant's internet distribution system or the non-performance of the transaction for any other reason, except such reasons that result from an act or omission of the Company;
 - (b) the Merchant's refusal to accept a Card;
 - (c) the products and services supplied by the Merchant.
- (4) The Merchant shall also indemnify the Company against the liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with any illegal betting or gaming carried out or otherwise facilitated howsoever by the Merchant.

6. Extraordinary Termination

- (1) Notwithstanding Clause 3(2) of the Agreement for Cash-Tickets – Merchants, the Agreement may be terminated by either party immediately on written notice if:
 - (a) the other party fails to comply with any of its material obligations under this Agreement;
 - (b) a regulatory body withdraws or threatens to withdraw any licence or authorisation on which it or the other party depends or which is required by it or the other party to carry out its obligations under this Agreement or imposes restrictions with the effect that it or the other party is or will be unable to perform its obligations in compliance with a legal or regulatory requirement or in accordance with the rules of the regulatory body except that a party may not terminate or do any of the above where any action is taken by a regulatory body in accordance with this clause as a result of its own act or omission;
 - (c) insolvency proceedings are initiated in respect of one of the contracting parties.
- (2) Notwithstanding Clause 3(2) of the Agreement for Cash-Tickets – Merchants, the Company may terminate the Agreement immediately on written notice if the Merchant carries out or in any way whatsoever facilitates illegal betting or gaming.
- (3) In the event of termination of this Agreement, the Merchant shall hand over to the Company, in proper form and order, and to an extent that is legally permissible, all documents, files and any other original records which are related to the Card transactions and/or previously provided to the Merchant by the Company, as well as any copies thereof made from time to time by the Merchant. In this regard, the Merchant shall not exercise any right it may have to exercise a lien over any such documents files or records. Subsequently, the files and other records remaining in the possession of the Merchant shall be deleted under the supervision of the Company, to an extent that is legally permissible.

7. Confidentiality

During the term of this Agreement and for a period of 3 years after termination or expiration of this Agreement for any reason whatsoever except as required by law or by any relevant regulatory or government authority, or to the extent that information has come into the public domain through no fault of the party, Merchant shall treat as strictly confidential all information received by negotiating and entering into this Agreement or such information marked as confidential ("**Confidential Information**"), to any other party. The Merchant agrees to advise any of its employees and executives who receive Confidential Information in the course of the cooperation to the terms and conditions of this confidentiality clause and requires that such persons comply with those terms and conditions. The Merchant will provide Confidential Information only to those persons of its company who have a need to evaluate the information for the performance of the business relationship and who are bound to obligations of confidentiality and non-use at least as strict as those contained herein. For each and any breach of this confidentiality clause the Merchant has to pay a contractual penalty of EUR 50,000 to the

Company. The foregoing contractual penalty shall in no respect restrict or limit the right of the Company to claim for compensation or actual direct or indirect damages suffered as a result of a breach of this confidentiality clause. It is therefore explicitly agreed that the amount of the contractual penalty as set out in this clause shall only be deemed a minimum compensation payable by the Merchant.

8. Miscellaneous

(1) Any modifications and amendments to this Agreement must be in writing and signed by both contracting parties.

(2) If any provision of the Agreement for Cash-Ticket – Merchants or these General Terms of Business for Cash-Ticket – Merchants be ineffective (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement, and the validity and enforceability of the other provisions of this agreement shall not be affected.

If a provision of this agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

(3) This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales. The contracting parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.