Tax Free Shopping Service
Terms and Conditions

These online terms and conditions ("**OTCs**") contain the contractual terms you agreed to when you signed the Global Blue TFS Merchant or the Shift4 One Merchant Processing Agreement (the "**applicable Agreement**"). These OTCs are an integral part of the applicable Agreement entered into between Merchant ("**Merchant**") and the applicable entity of Global Blue (as defined in the applicable Agreement) (each a "**Party**" and collectively "**Parties**") for the provision of the tax free shopping services as further described in these OTCs.

This Agreement is binding on the Parties on the execution date of the Agreement.

Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

1 Definitions

In this Agreement the following expressions shall have the meanings set out below.

"Affiliated Store(s)" means the store(s) of the Merchant included under this Agreement as agreed between the parties from time to time;

"Fast Refund" means the service offered by Global Blue through the Merchant, under which an advance payment equivalent to the Refund Amount is paid to the relevant International Traveler's valid Payment Card or digital wallet (in the currency of the account where it is a currency supported by Global Blue, or in the currency of the Tax Free Form where such currency is not supported) before that International Traveler completes the requirements of the relevant tax free shopping export scheme, made with the precondition of subsequent presentation by the International Traveler of valid evidence of exportation of the goods within a certain time after purchase;

"Fast Full Refund" means the service offered by Global Blue through the Merchant, under which an advance payment equivalent to the full VAT amount on the sales transaction is paid to the relevant International Traveler's valid credit card within 1 to 5 working days (in the currency of the account where it is a currency supported by Global Blue, or in the currency of the Tax Free Form where such currency is not supported) before the relevant International Traveler completes the requirements of the relevant tax free shopping export scheme, made with the precondition of subsequent presentation by the International Traveler of evidence of exportation of the goods within a certain time after purchase;

"Full Refund Mailback" means the service offered by Global Blue pursuant to which the full VAT amount on the sales transaction is paid by the: (i) transfer of money to the relevant payment scheme of the International Traveler's credit card account within twenty-one (21) days; or (ii) delivery of a bank cheque by ordinary mail, within twenty-one (21) days from Global Blue's receipt of the Tax Free Form; or (iii) issuance of a virtual prepaid card to the email address provided, within twenty-one (21) days from Global Blue's receipt of the Tax Free Form; or (iv) transfer of money to the relevant Alipay account of the International Traveler within ten (10) days from Global Blue's receipt of the Tax Free Form;

"Immediate Refund" means a refund of the Refund Amount to an International Traveler in cash money or a refund of VAT by transfer of money to the relevant payment scheme of the International Traveler's credit card, Alipay, or WeChat account within 5 (Five) days from the date the International Traveler presented the Tax Free Form to Global Blue for payment (including at an airport). Any refund which is not a Fast Refund or Mailback Refund is classed as an Immediate Refund.

"International Traveler" means an individual who is eligible to receive a VAT refund upon exportation of goods in accordance with the applicable VAT refund legislation;

"Mailback Refund" means a refund of the Refund Amount by: (i) transfer of money to the relevant payment scheme of the International Traveler's credit card account within 21 (Twenty-one) days from Global Blue's receipt of the Tax Free Form; or (ii) delivery of a bank cheque by ordinary mail, within 21 (Twenty-one) days from Global Blue's receipt of the Tax Free Form; or (iii) issuance of a virtual prepaid card to the email address provided, within twenty-one (21) days from Global Blue's receipt of the Tax Free Form; or (iv) transfer of money to the relevant Alipay account of the International Traveler within 10 (Ten) days from Global Blue's receipt of the Tax Free Form;

"Refund Amount" means an amount calculated according to the Refund Table exclusively, or a fixed percentage of SIS for some countries, which is due for payment to the International Traveler against presentation of the Tax Free Form;

"Refund Table" means a calculation method provided by Global Blue to be used by Merchant to calculate the Refund Amount for insertion on the Tax Free Form;

"SIS/Sales in Store" means the total sales amount in store, including applicable VAT, paid by an International Traveler in relation to a purchase transaction made in an Affiliated Store, where such transaction is eligible for a refund of VAT under local law and the terms of the Agreement;

"Taxable Good(s)" means the goods purchased by an International Traveler that are subject to VAT under applicable VAT refund laws;

"Tax Free Form" means a Global Blue branded document, paper based or digital which facilitates an International Traveler to obtain a rebate in the amount of the VAT minus the handling fee of Global Blue; and

"VAT Refund Services" means the Global Blue branded service for merchants or International Travelers (as applicable in accordance with applicable legislation) which enables merchants to offer International Travelers the opportunity to obtain a rebate in the amount of the VAT minus the handling fee of Global Blue.

2 Service Description and General Information

2.1 The Merchant adheres to the system operated by Global Blue under which the Merchant is entitled to offer International Travelers the VAT Refund Services. The parties agree that this Agreement is non-exclusive and therefore there is no restriction on the Merchant utilizing the services of other VAT refund operators and there is no minimum volume of VAT refund transactions that should be processed by Global Blue in accordance with this Agreement.

2.2 Global Blue shall:

(i) provide the Merchant with an Issuing Solution (as defined below) for issuing Tax Free Forms and such marketing material as Global Blue deems necessary for the Merchant's provision of the VAT Refund Services; and

(ii) provide the Merchant's staff with relevant training and instructions on how to offer the VAT Refund Services (including the applicable refund services);

(iii) ensure the Tax Free Forms contain the correct mandatory fields required by applicable laws and regulations.

2.3 Global Blue shall archive original Tax Free Forms issued by the Merchant and refunded by Global Blue for the minimum duration required under applicable law. Corresponding sales receipts shall be archived only to the extent required under applicable law. Upon expiry of the applicable statutory retention period, any archived Tax Free Forms and sales receipts shall be destroyed. Global Blue will provide web-based access to scanned copies of archived Tax Free Forms. The Merchant may request hardcopies of non-destroyed Tax Free Forms, with reasonable notice and for a processing fee per form to be determined by Global Blue.

2.4 The Merchant shall:

(i) actively promote and offer the VAT Refund Services to International Travelers in its Affiliated Store(s);

(ii) offer and operate the VAT Refund Services in accordance with all applicable laws, the instructions of any public authority, and the instructions provided by Global Blue. Global Blue reserves the right to amend the instructions. The obligation includes (but is not limited to) checking the eligibility of the International Traveler before issuing a Tax Free Form in accordance with applicable laws and regulations and ensuring that the mandatory fields on the Tax Free Forms issued in the Merchant's Affiliated Store(s) are fully and properly completed and handed over to the International Traveler without charging the International Traveler any fee for providing the Tax Free Form;

(iii) cancel the Tax Free Forms prior to their validation in cases where the refund to the International Traveler is inapplicable, including without limitation the following situations:

(a) the International Traveler has returned the merchandise to the Merchant;

(b) the International Traveler has requested a change from the Merchant that involves a variation of the sale terms;

(c) the Merchant has confirmed that the International Traveler is ineligible for a VAT refund subsequent to the issuance of the Tax Free Form.

(d) the Merchant has confirmed that it has issued a Tax Free Form with erroneous information.

(iv) provide Global Blue, free of charge, with an invoice copy, if needed to recover the refunded VAT from the applicable public authority; and

(v) provide Global Blue with a current excerpt from the commercial register or the business registration, as well as a bank confirmation immediately after signing the Agreement and inform Global Blue without delay of any change in its company data and those of the Affiliated Stores (name, VAT number, address etc.);

(vi) For every sale of goods where a double-sales Tax Free Form is issued, the Merchant undertakes to:

(a) sell the Taxable Goods to Global Blue and then to the International Traveler in the name and on behalf of Global Blue and to deliver the Taxable Goods in merchantable and satisfactory quality and fit for the purpose for which they are bought;

(b) provide Global Blue with a clear, i.e. sufficiently specific description of the taxable goods;

(c) send an electronic file detailing the invoice given to the International Traveler to Global Blue;

(d) in the event of a default or defect affecting the delivered Taxable Goods, promptly and in good faith deal with the complaint and indemnify and hold Global Blue harmless against any liability, cost, loss or damages suffered by Global Blue as a result of the sale of the Taxable Goods, including without limitation any liability Global Blue may have under any applicable legislation (including, without

limitation any EC regulation or directive having direct effect) relating to the sale of goods, consumer protection or product liability or otherwise.

2.5 The Merchant shall ensure safe and proper handling of the Issuing Solution to prevent any unauthorized use and shall inform Global Blue immediately (and in any event within 24 hours) of discovering any misuse of the Issuing Solution. Should there be any suspicion of fraud, the Merchant agrees to co-operate with Global Blue and authorities and to provide relevant information requested.

2.6 The Merchant agrees that the Tax Free Form is a Global Blue branded document containing intellectual property owned by the Global Blue Group and as such the processing of such forms shall be handled by Global Blue or its authorized refund partners only, and not by unauthorized third parties.

3 Refund Services

Global Blue can offer and provide Immediate Refund, Mailback Refund, Fast Refund, Fast Full Refund and Full Refund Mailback services subject to the options that are checked in the applicable Agreement. The availability and provision of these refund services may vary depending on the country and location. Not all services are available in every jurisdiction. Where offered, such services will be provided in accordance with the following terms:

Immediate Refund

3.1 Global Blue shall pay the Refund Amount to the International Traveler upon receipt of the original Tax Free Form, duly completed and validated by customs presented together with the matching sales receipt and correct in all aspects.

Mailback Refund

3.2 The Merchant shall inform the International Traveler that the validated Tax Free Form needs to be dropped (using the prepaid envelope) in the Global Blue mailbox or any post-box, to be refunded after Global Blue receives the original Tax Free Form, duly completed and validated by customs presented together with the matching sales receipt and correct in all aspects.

Fast Refund

3.3 The Merchant shall advise the Traveler that the time limit by which the International Traveler must return a duly stamped or customs-approved Tax Free Form for Visa and Mastercard is 21 (Twenty-one) days, for Union Pay cards it is 15 (Fifteen) days (the "**Time Limit**"). If the International Traveler fails to validate the Tax Free Form within the appropriate time limit Global Blue shall reverse the advance payment to the International Traveler's credit card and therefore debit the International Traveler's account the relevant amount (in the currency of the original payment of the VAT Refund Amount).

3.4 The Merchant shall inform the International Traveler of their obligation to return the Tax Free Form within the Time Limit.

3.5 The Merchant shall offer the Fast Refund service to International Traveler who must accept the Fast Refund transaction to a payment/credit card.

3.6 The Fast Refund Service can be offered to an International Traveler for single transactions of up to a specified maximum amount of SIS (Sales In Store) , subject to the Merchant providing the refunds in accordance with all legal requirements for proper refunding, and carefully controlling all data of the International Travelers, particularly their credit card.

3.7 The Merchant shall execute its duties with all due care and professional attention and in accordance with the Fast Refund instructions and all other reasonable directions provided from time to time by Global Blue.

3.8 The Merchant shall provide proper explanation about the Fast Refund process requirements to International Traveler. If the International Traveler does not follow the required steps, such as not returning the stamped Tax Free Form to Global Blue, Global Blue has the right to reverse the advance payment amount from the International Traveler's account. The Merchant shall inform the International Traveler of this right, and that this will happen if they do not complete their obligations.

Fast Full Refund

3.9 The Merchant may offer the Fast Full Refunds in addition to Immediate Refunds, if the applicable box is checked in the applicable Agreement.

3.10 The terms of the Fast Full Refund and obligations of Global Blue and the Merchant are as per the Fast Refund service detailed in clauses 3.3-3.8 above except that the Merchant will pay to Global Blue a service fee for each Fast Full Refund as detailed in the applicable Agreement. Such Service Fee may be reviewed and amended on an annual basis by reference to the volume of transactions processed under the Fast Full Refund Service and the average value of each transaction so processed. Global Blue shall not be required to pay Merchant Commission on any transactions pursuant to which a Fast Full Refund has been claimed.

Full Refund Mailback

3.11 The Merchant may offer Full Refund Mailback in addition to Immediate Refunds, if the applicable box is checked in the applicable Agreement.

3.12 The Merchant will pay to Global Blue a service fee for each Full Refund Mailback as detailed in the applicable Agreement. Such Service Fee may be reviewed and amended on an annual basis by reference to the volume of transactions processed under the Full Refund Mailback service and the average value of each transaction so processed. Global Blue shall not be required to pay Merchant Commission on any transactions pursuant to which a Full Refund Mailback has been claimed.

4 Invoicing and Payment

4.1 For each Tax Free Form, which has been issued by the Merchant and refunded by Global Blue, excluding in connection with Double Sales transactions, the Merchant shall pay Global Blue the corresponding VAT amount consisting of the Refund Amount and Global Blue's handling fee (plus VAT, if applicable). Payment terms are specified in the applicable Agreement.

4.2 Merchant agrees that Global Blue is authorized to collect payments from the account by SEPA Direct Debit as detailed in the applicable Agreement and authorizes the nominated bank to debit the Merchant bank account in accordance with the instructions of Global Blue. Solely in the event that the SEPA Direct Debit Core functionality is being utilized in connection with this Agreement, it is agreed that the Merchant can demand reimbursement of the debited amount within 8 (eight) weeks from the date of the direct debit.

4.3 In the event of late payment, Global Blue shall be entitled to daily interest corresponding to the statutory interest rate on the outstanding amount from the due date until payment is made. Further, Global Blue shall have the right to suspend its services until outstanding payment is made.

4.4 Global Blue shall have a right to set off any amounts due to Global Blue from the Merchant against any money owed to the Merchant.

5 Merchant Commission

5.1 If agreed in the applicable Agreement, Global Blue will pay the Merchant a Merchant Commission. The "**Merchant Commission**" is either a percentage of the Gross Commission or a percentage of SIS previously agreed between the parties. The "**Gross Commission**" means an amount equal to the difference between the legal VAT amount paid by an International Traveler in store and the Refund Amount.

5.2 Global Blue generally settles the merchant commission via self-billing. To this end, Global Blue will inform the Merchant about the amount of the obtained Merchant Commission ("**Statement**") after the end of the billing period. The billing period and the first day of the billing period has been agreed by the Parties in the applicable Agreement. On basis of the Statement submitted by Global Blue and subject to Global Blue receiving payment from the Merchant of outstanding and due invoices for VAT paid by Global Blue to International Traveler, Merchant shall invoice Global Blue for its Merchant Commission (plus VAT, when applicable) no later than within 3 (Three) months after receipt of the Statement. After invoicing by the Merchant, Global Blue will transfer the Merchant Commission to the account specified by the Merchant in advance at the earliest 30 days after receipt of the invoice.

5.3 If and to the extent that the self-billing is not applied in a specific case, settlement shall exceptionally be made by the Merchant issuing an invoice. In this case, the Merchant must issue the invoice no later than 3 (Three) months after receiving the Statement. Global Blue will pay the Merchant Commission no earlier than 30 (Thirty) days after receiving the proper invoice. If the Merchant fails to invoice the Merchant Commission according to clause 5.2, the entitlement to Merchant Commission will be forfeited 3 (Three) years after receipt of the Statement.

5a Business Intelligence & Marketing Support

5a.1 With the aim of developing the sales of the Merchant with International Travelers, Global Blue shall provide Merchant with marketing and promotional activities from Global Blue group's portfolio of marketing activities ("BI & Marketing Support", traditionally known as Merchant Commission Non-Cash). The value of the Annual BI & Marketing Support shall be as detailed in the applicable Agreement. Any purchase of marketing and promotional services above the Annual BI & Marketing Support amount shall be separately payable by Merchant.

5a.2 Global Blue will provide Merchant with a report of the amounts accrued and amounts invested for each of the agreed marketing and promotional activities within the agreed timeframe. Merchant shall have the right to save and spend any unused portion of the Annual BI & Marketing Support for a maximum of two years after the end of the relevant year, after which period it will be automatically forfeited. The BI & Marketing Support shall not and cannot be converted into cash.

6 Merchant Commission and BI & Marketing Support self-billing

6.1 Where agreed in the applicable Agreement, Global Blue shall issue an invoice in the name and on behalf of the Merchant according to the terms and conditions defined in this clause 6. The invoice´s annex contains the summary of Merchant Commission and BI & Marketing Support owed by Global Blue to the Merchant, which shall be calculated at the billing frequency detailed in the applicable Agreement.

6.2 Global Blue agrees to prepare self-billing invoices in compliance with the applicable laws and regulations.

6.3 Global Blue will send the self-billing invoices to the Merchant within the agreed timeframe. All electronic messaging follows the key security principles: authenticity, confidentiality, non-repudiation, and integrity.

6.4 Approval of the self-bill is assumed unless Merchant raises a good faith dispute in writing within the latest of 7 (Seven) working days or the minimum period determined by law.

6.5 Global Blue will not charge the Merchant for any costs related to the preparation, delivery, and/or modification of the invoices.

6.6 The self-billing invoices shall contain as a minimum the following information: name address and VAT registration numbers for both

parties, description date of supply or completion of goods or services provided, sequential numbering, and relevant tax rates and tax points.

6.7 Merchant confirms that all information provided to Global Blue for the self-billing process is accurate and complete and agrees to inform Global Blue immediately in writing of any changes to the information required for the self-billing process.

6.8 Notwithstanding the self-billing procedure agreed upon in this Agreement, each Party retains full responsibility for compliance with its invoicing obligations (with respect to mandatory information) and tax obligations (including with respect to the collection of VAT relating to sales made between the parties as well as VAT adjustments in the event of the issue of a corrective invoice (i.e. credit note)). Neither party shall rely on failure of the other party to refuse performance of its own obligations.

6.9 Despite the self-billing invoices for Merchant Commission described herein, the Merchant also retains full responsibility for any failure to issue invoices and/or for issuing incomplete invoices or invoices containing errors. Global Blue shall not be held responsible for any penalties applicable relevant under laws and regulations relating to such matters.

7 Self-billing for sale Merchant to Global Blue in Double Sales

7.1 The Merchant is required to issue a valid invoice for the delivery of goods to Global Blue no later than 6 months after the respective delivery has been made.

7.2 The Parties agree that the delivery shall be settled by way of self-billing. Global Blue is entitled to issue the invoice in the form of an (electronic) self-billing in accordance with applicable legislation, which shall be deemed to be the Merchant's invoice.

7.3 Global Blue is entitled to combine multiple deliveries from the merchant into a collective self-invoice, provided that the legal requirements for a valid invoice are met.

7.4 The self-billing statement must generally show the respective delivery date of each individual delivery. For reasons of simplification, the calendar month of the delivery may be specified instead of the individual delivery date.

7.5 If a self-invoice combines deliveries from multiple calendar months, the deliveries must be broken down by month within the self-invoice, particular through separate presentation or subtotals for each calendar month.

7.6 The Merchant's right and obligation to correctly report the sales shown in the self-billing statements for VAT purposes remain unaffected.

7.7 Sections 6.2-6.10 of this Agreement apply accordingly.

8 Issuing Solution

8.1 Global Blue shall provide the Merchant with a software, feature of a software, or hardware containing such software or feature, or a web-based solution for issuing Tax Free Forms in its Affiliated Store(s), including the applicable functionality depending on the refund services chosen pursuant to clause 3 ("**Issuing Solution**").

8.2 The Issuing Solution shall only be used for the purpose of providing the VAT Refund Services during the term of this Agreement. The Merchant shall: (i) not encumber, assign, sublicense, make copies of or tamper with the Issuing Solution; (ii) keep and operate the Issuing Solution with due care and shall be fully responsible for any misuse, loss, or damage to the Issuing Solution caused by its employees, agents or contractors; and (iii) if provided with a web-based Issuing Solution, at its own cost provide and secure access to a stable internet connection, a computer and a printer in each Affiliated Store during the term of the Agreement.

8.3 The Parties acknowledge that there may be interruptions or malfunctions to the Issuing Solution. If this occurs, the Merchant shall immediately notify Global Blue in writing of such issue. Following notification, Global Blue shall use commercially reasonable efforts to minimize such interruption or malfunction with the speediness required by the circumstances. The foregoing obligation of Global Blue shall be the Merchant's sole remedy and Global Blue shall have no further liability for such interruptions or malfunction.

8.4 Global Blue may upgrade, enhance or replace the Issuing Solution from time to time.

8.5 In case POS interface integration applies, Global Blue shall provide the POS interface integration specifications to the Merchant and the Parties shall comply with the terms of the POS interface integration to be separately provided by Global Blue in writing.

8.6 If the Tax Free Forms are issued on thermal paper, the Merchant is informed about its obligation to use such thermal paper which preserves the printed text on the Tax Free Forms during the statutory archiving period.

9 Confidentiality

9.1 Each party shall keep secret and not disclose to any third party (except to its or its affiliated companies' employees or contractors on a need to know basis) any information related to the business of the other party or of its affiliated companies, whether commercial, technical, financial, legal or any other nature in whatever form ("**Confidential Information**") and shall use such Confidential Information only for performance of its obligations under this Agreement. The foregoing shall not prevent Global Blue from preparing and distributing business statistics reports based on VAT refund transaction data which is presented in an anonymous manner.

9.2 Confidential Information shall not include such information which the receiving party can prove has come to its knowledge other than through the co-operation under this Agreement, without breach of this Agreement, or without breach of any similar confidentiality obligations of any third party.

10 Intellectual Property Rights

10.1 All materials and information provided by Global Blue to the Merchant (including manual for Tax Free Forms and Issuing Solutions) including any intellectual property rights therein ("**Global Blue Property**") is and shall remain the sole property of Global Blue and nothing in this Agreement shall give the Merchant any ownership rights or interests therein. Global Blue Property shall only be used by the Merchant for the provision of the VAT Refund Services under this Agreement in accordance with Global Blue's instructions.

10.2 Save for the permitted use of Global Blue Property as set out in clause 10.1, neither party shall be entitled to use the marks, names or logos of the other party without the other party's prior written consent. The foregoing and clause 10.1 shall not prevent Global Blue from using the trademarks, names or logos of the Merchant for referencing the co-operation between the parties.

10.3 None of the parties shall deliberately do or omit to do anything by which the goodwill or the reputation associated with the other party's business, trademarks, names or logos may be brought into disrepute, diminished or jeopardized in any way.

10.4 Each Party warrants that as at the date of its execution of this Agreement it is not aware that the use by the other party of its intellectual property (including the Global Blue Property) constitutes an infringement of any third party's intellectual property rights. Except in case of breach of this warranty, neither party shall be liable to the other party for any infringement of any third-party intellectual property rights due the use of its intellectual property (including the Global Blue Property).

11 Personal Data

11.1 The Parties hereby agree and covenant to comply in full with all applicable data protection legislation, rules, regulations or similar, and all regulations or codes of practice made in connection therewith including (the "**Data Protection Laws**").

11.2 Each Party undertakes to comply with all Data Protection Laws applicable to it and will not knowingly cause the other to breach Data Protection Laws.

11.3 Global Blue is the controller, and Merchant is the processor in respect of all International Traveler personal data that is inputted by the Merchant into a Global Blue Tax Free Form and therefore processed by Merchant on Global Blue's behalf ("**Traveler Personal Data**") under this Agreement. By entering into this Agreement, the Merchant confirms to have read and agreed to the Data Processing Addendum.

12 Liability

12.1 No Party´s liability shall be limited in relation to:

(i) any fraud or fraudulent misrepresentation, criminal act or omission or willful misconduct committed by that Party´s employees, agents or contractors, or at its stores or premises;

(ii) any obligation to make payment of any service fees, commissions or reimbursed amounts to the other Party in accordance with this Agreement;

(iii) any breaches of confidentiality or data protection laws by that Party´s employees, agents or contractors;

(iv) liability which may not otherwise be limited or excluded under applicable law; and

(v) the Merchant shall also bear unlimited liability in the event of a breach of its obligations under Section 2.4(vi)(b). The Merchant shall fully indemnify Global Blue against all losses, damages, costs, expenses, and liabilities incurred by Global Blue as a result of or in connection with a willful breach of the Merchant's obligation under Section 2.4(vi)(b).

12.2 Global Blue will indemnify the Merchant for any losses incurred by Merchant as a result of Global Blue paying a VAT refund to an International Traveler in connection with a Tax Free Form that does not include all mandatory information or a genuine customs validation required by applicable laws and regulations, provided that Global Blue shall not be required to indemnify Merchant in accordance with this Clause 12.2 in the event that Merchant is in breach of its obligations under Clause 2.4.

12.3 Subject to Clause 12.1 and 12.2, neither party shall be liable to the other Party for any:

(i) consequential, indirect, special, exemplary or punitive damages; and

(ii) lost profits, lost savings, business interruption, loss of business or loss of goodwill,

regardless of whether such liability for any such loss or damage is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or otherwise, even if the Party was advised of the possibility of such loss or damage or it could have been reasonably anticipated.

12.4 Subject to clauses 12.1, 12.2 and 12.3, the aggregate liability of a Party under or in connection with this Agreement, regardless of the form of action whether in contract, tort, negligence or otherwise, in respect of all losses, damages or expenses suffered by the other party is limited to foreseeable damage typical for the contract and limited to an amount equal to the greater of:

(i) the total service fees or commissions that have been paid in accordance with this Agreement in the previous 12 (Twelve) months before the breach occurred; or

(ii) € 200,000 (Two Hundred Thousand Euros) or equivalent amount in the currency of the country of incorporation of the Global Blue contracting entity to this Agreement.

12.4 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in the performance of, or non-performance, of any of its obligations hereunder to the extent that such delay or non-performance is due to circumstances beyond its reasonable control which could not have been avoided or overcome.

13 Term and Termination

13.1 This Agreement is binding on the Parties on the execution date of the Agreement and shall continue for a period of 3 (Three) years. The Agreement shall thereafter be automatically extended for successive periods of 12 (Twelve) months in each case unless it is terminated at the latest 6 (Six) months before the respective expiry of the Agreement. Notice of termination must be given in writing by letter to the address of the other contracting party as set out in the applicable Agreement.

13.2 Notwithstanding the foregoing, either party may terminate this Agreement immediately by written notice to the other party.

(i) if the other party commits a material breach of this Agreement which, if the breach is capable of remedy, is not remedied within 30 (Thirty) days of the terminating party giving the defaulting party notice stating that the breach has occurred with a request for remedy; or

(ii) the other party for any reason ceases to carry on business.

13.3 Failure by the Merchant to pay its invoices as they fall due, comply with relevant VAT legislation, data protection laws or regulations or anti-bribery and corruption laws in relation to this Agreement shall be a material breach of this Agreement.

13.4 Upon termination or expiry of this Agreement for whatever reason both parties shall promptly cease use of any marks, logos or names of the other party and the Merchant shall immediately cease use of all Global Blue Property and promptly return all Global Blue Property provided by Global Blue in its possession. Further, Global Blue shall have the right to enter into the Affiliated Store(s) of the Merchant during normal business hours to uninstall and/or remove the Issuing Solution and all other Global Blue Property.

13.5 The Global Blue TFS Merchant Agreement shall remain in full force and effect independently of the term of any other services agreed under the applicable Agreement, and any termination of such other services shall not affect the Global Blue TFS Merchant Agreement, which must be terminated separately in accordance with its own termination provisions.

13.6 Clauses 9, 10, 12, 13.4 and 15.6 shall survive the expiry or termination of this Agreement.

14 Anti Bribery

Each party agrees to comply with all applicable anti-bribery and corruption laws in connection with this Agreement. Each party further undertakes that it shall not in connection with its performance under this Agreement or any other transactions involving this Agreement, make, promise, offer or receive any money, anything of value or an advantage (including bribes and kickbacks), directly or indirectly, to or from: (i) any government official; (ii) any political party; or (iii) any person or entity to obtain or retain business or an improper advantage for itself and/or for the other party.

15 Miscellaneous

15.1 **Local Addendum.** In certain countries specific additional requirements need to be considered. By entering into this Agreement, the Merchant confirms to have read and agreed to the Local Addendum for the country in which the Merchant is incorporated (if applicable) that can be accessed here:

- CZ – Local Addendum for Czech Republic
- ES - Local Addendum for Spain
- FR – Local Addendum for France
- IT – Local Addendum for Italy
- NL – Local Addendum for the Netherlands
- PT – Local Addendum for Portugal

In the event of any conflict or inconsistency between the terms of this Agreement and the terms of any applicable Local Addendum, the terms of the Local Addendum shall prevail with respect to the relevant jurisdiction.

15.2 **Changes to Terms.** Global Blue may change these OTCs to reflect changes to Global Blue products and services and changes to laws and regulations, upon 30 days' written notice to the Merchant. By continuing to offer the VAT Refund Service after a change takes effect constitutes acceptance of the change.

15.3 **Entire Agreement.** This Agreement, including its exhibits, constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous proposals, oral or written, and all negotiations, conversations, or discussions heretofore had between the parties related to this Agreement. The Merchant acknowledges that he has not been induced to enter into this Agreement by any representations or statements, oral or written, not expressly contained in this Agreement.

15.4 **Assignment.** Neither Party may assign or transfer this Agreement or any of its rights, interests or obligations under the Agreement without the prior written consent of the other Party, except that Global Blue shall be entitled to assign or transfer this Agreement to any company or entity within the Global Blue group.

15.5 In case any provision in this Agreement is invalid, illegal or unenforceable in any respect, it shall not in any way affect or impair any other provision of this Agreement.

15.6 **Governing Law.** This Agreement is governed by the laws of the country of incorporation of the Global Blue contracting entity to this Agreement, without regards to its conflict of laws principles, and any dispute arising from this Agreement shall be brought exclusively before the courts of such country.

Data Processing Addendum

For Services provided in the EU and EEA by the Global Blue group of entities.

THIS DATA PROCESSING ADDENDUM ("DPA") forms an integral part of the Agreement between the Merchant and Global Blue (both as defined below and, each a "Party" and collectively the "Parties") which relates to the Services provided by Global Blue and the Merchant and defines the data processing relationship between the Parties. This Addendum sets out the terms, requirements, and conditions on which Personal Data is processed when providing Services under the applicable Agreement and shall supersede any other data processing addendums or documents previously signed, unless specifically agreed otherwise between the Parties. This Addendum contains the mandatory clauses required by Article 28(3) of the GDPR for contracts between Controllers and Processors.

1. Global Blue is the controller, and the Merchant is the processor in relation to all personal data of International Traveler processed by the Merchant on behalf of Global Blue on the basis of the applicable Agreement (**"Traveler Personal Data"**). Traveler Personal Data, may include the following:

   - Name, First Name
   - Date of birth
   - Address, place of residence, country
   - (Travel) Passport Number incl. passport issuing country
   - Mobile phone number
   - Email address
   - Credit and debit card details
   - Bank account details
   - Alipay (information from Chinese International Traveler)
   - WeChat (information of Chinese International Traveler)

   To the extent that other or further personal data of International Traveler is required by legal requirements for VAT refund in order to provide the Tax-Free Service, such data shall also be deemed Traveler Personal Data.

2. The Merchant will process the Traveler Personal Data in connection with and for the purpose of processing the Tax-Free Service exclusively on behalf of Global Blue in accordance with and for the duration of the applicable Agreement. The processing consists in particular in recording the Traveler Personal Data in the Tax-Free form and transmitting it to Global Blue, where relevant also by means of the integrated form issuance procedure pursuant to clause 8 of the terms and conditions of the applicable Agreement. For the purpose of providing the Tax-Free Service, it may also be necessary to exchange Personal Data as described in clause 3 of this Supplementary Agreement with the Merchant. In this case, Global Blue instructs the Merchant to also process the collected Traveler Personal Data.

3. The Merchant will process the personal data of International Traveler only in accordance with the applicable Agreement and the instructions issued by Global Blue. The Merchant will ensure that also its employees and agents process the personal data of International Traveler only in accordance with the applicable Agreement and the instructions given by Global Blue. If the Merchant is required by law under the law of the Union or the Member State to which it is subject to process Traveler Personal Data other than as instructed by Global Blue, it will notify Global Blue without undue delay prior to such processing and in any event prior to the commencement of such processing, unless the law requiring such processing prohibits such notification due to an important public interest, in which case the Merchant will notify Global Blue as soon as the law permits (pursuant to Article 28(3) sentence 2 lit. a GDPR).

4. The Merchant will take appropriate technical and organizational security measures to protect the Traveler Personal Data and to ensure that they are processed exclusively in accordance with the applicable Agreement, which includes at least the legally required technical, physical or organizational measures prescribed for the processing operations to be carried out by the Merchant (pursuant to Article 28(3) sentence 2 lit. c GDPR). Upon Global Blue's request, the Merchant will provide Global Blue with documentation of the measures it has taken. Insofar as the measures are insufficient, Global Blue may demand that the Merchant takes the necessary additional and/or deviating measures.

5. The Merchant is obliged to provide appropriate support to Global Blue in connection with the security of processing (Art. 32 GDPR), in the event of a personal data breach in connection with information and notification obligations (Art. 33 and 34 GDPR), and in connection with data protection impact assessments and any consultations with the supervisory authority that may be necessary hereunder (Art. 35 and 36 GDPR). In particular, in the event of a Security Breach resulting in accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data that may affect the Traveler Personal Data (**"Security Incident"**), Merchant shall notify Global Blue without undue delay after becoming aware thereof. Upon notification, the Merchant will investigate the Security Incident, take the necessary steps to eliminate or mitigate the effects of the Security Incident and inform Global Blue of the status of the Security Incident and any related matters (pursuant to Article 28(3) sentence 2 lit. f GDPR).

6. The Merchant shall ensure that its employees and other persons engaged by it who have access to the personal data of the International Traveler (1) are informed about the confidential nature of the personal data of the International Traveler and are obliged to keep it confidential; and (2) are aware of the obligations of the Merchant and their personal duties and obligations under the applicable Agreement and this Supplementary Agreement (pursuant to Article 28(3) sentence 2 lit. b of the GDPR).

7. The Merchant will: (1) assist Global Blue in fulfilling Global Blue's obligation to respond to and comply with requests based on the rights of Data Subjects set forth in the Regulation (pursuant to Article 28(3), second sentence, lit. e GDPR); (2) provide all information necessary to demonstrate compliance with the Data Protection Laws and this Supplementary Agreement (pursuant to Article 28(3), second sentence, lit. h GDPR); (3) enable and contribute to audits, including inspections and requests for information, reasonably conducted by Global Blue or an auditor appointed by Global Blue (pursuant to Article 28(3) sentence 2 lit. h GDPR).

8. The Merchant will immediately inform Global Blue of any instruction by Global Blue that in its opinion violates data protection laws.

9. The Merchant will, at the option of Global Blue, delete or return all personal data of the Tourist after the expiry or termination of the applicable Agreement, unless European Union or Member State law requires otherwise.

10. The Merchant shall not outsource any of its processing operations under the applicable Agreement to any third party and/or use any other sub-processor (herein: **"Sub-Processors"**) unless (1) it has obtained Global Blue's prior written consent to do so; and (2) the Sub-Processor is subject to a written agreement imposing on such Sub-Processor the same obligations imposed on the Merchant under the applicable Agreement, including, without limitation, providing sufficient guarantees that appropriate technical and organizational measures will be implemented in such a way that the Processing will be carried out in accordance with the requirements of the Data Protection Laws and this Supplementary Agreement. The Merchant shall remain fully liable to Global Blue for the processing of Personal Data of subcontractors under the applicable Agreement.

11. To the extent that the provision of the Tax-Free Service involves the transfer of the Traveler Personal Data from the EEA to outside the EEA, the Merchant shall obtain Global Blue's prior written consent and shall ensure that it has provided for appropriate safeguards and that enforceable rights and effective remedies are available to the Data Subjects, for example by entering into appropriate agreements such as the standard data protection

clauses as set out in EU Commission Decision C(2021) 3972 final of 04.06.2021.

12. Each party agrees to indemnify and keep indemnified and defend at its own expense the other party against all costs, claims, damages or expenses incurred by the other party or for which the other party may become liable due to any failure by that party or its employees, agents or subcontractors to comply with any of its obligations under this Supplementary Agreement. The Indemnification set out in this clause 12 is contingent upon:
(a) the party to be indemnified (the indemnified party) promptly notifying the other party (the indemnifying party) of a claim,
(b) the indemnifying party having sole control of the defence and settlement of any such claim, and
(c) the indemnified party providing reasonable co-operation and assistance to the indemnifying party in defence of such claim.

13. Each party shall perform its obligations under this Supplementary Agreement at its own expense.