

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

Bespoke Government Banking Service Order Form

CALL-OFF REFERENCE: SR508831958

THE BUYER: **THE COMMISSIONERS FOR HER MAJESTY'S REVENUE & CUSTOMS** acting as part of the Crown and for this purpose through the Office of Government Banking

BUYER ADDRESS **100 Parliament Street, Westminster, London, SW1A 2BQ**

THE SUPPLIER: **WORLDPAY (UK) LIMITED** (Company No. 07316500), **WORLDPAY LIMITED** (Company No. 03424752) and **WORLDPAY AP LTD.** (Company No. 05593466) all of which are incorporated under the laws of England and Wales and all of whose registered offices are at The Walbrook Building, 25 Walbrook, London EC4N 8AF .

DUNS NUMBER: Worldpay Limited: 53-619-6140
Worldpay (UK) Limited: 21-681-0815
Worldpay AP Limited: 34-792-9916

SID4GOV ID: Not applicable

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th December 2021

It is issued under the Framework Contract with the reference number RM6118 Payments Acceptance for the provision of Merchant Acquiring Services.

CALL-OFF LOT(S):

Lot 1: Face to face and Card Not Present (CNP) card Acquiring, Gateway and Alternative Payment Methods (APM) Services.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form (including the Call-Off Special Terms 1 & 2 and the Call-Off Special Schedules, but excluding the Call-Off Special Term 3).
2. Joint Schedule 1(Definitions and Interpretation)
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6118 Payment Acceptance
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for RM6118 Payment Acceptance
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation and Testing)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (HMRC Mandatory Terms)
 - Call-Off Schedule 23 (Payment and Related Services Terms) inc Part 1
 - Call-Off Schedule 23 Part 2 Section 1 (Acquiring Services Terms)
 - Call-Off Schedule 23 Part 2 Section 2 (Payment Equipment Terms)
 - Call-Off Schedule 23 Part 2 Section 3 (Gateway Services Terms)
 - Call-Off Schedule 23 Part 2 Section 4 (Fraud Services Terms)
4. CCS Core Terms
5. Joint Schedule 5 (Corporate Social Responsibility)

6. Call-Off Schedule 4 (Call-Off Tender)
7. The Call-Off Special Term 3

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: HMRC Mandatory Clauses as set out under Call Off Schedule 21

Special Term 2: Government Banking Customers

- 2.1 In its capacity as shared service for banking services, the Buyer enters this Call Off Contract for the benefit of itself and the Cluster Members detailed in Call Off Schedule 12 – Clustering.
- 2.2 In order to receive the Services, each Cluster Member shall enter, in its capacity as “Government Banking Customer”, a separate application form with the Buyer.

Special Term 3: As set out in the Annex to this Order Form

CALL-OFF START DATE: 01/01/2022

CALL-OFF EXPIRY DATE: 31/12/2028

INITIAL PERIOD: Eighty-four months (84)

CALL-OFF OPTIONAL EXTENSION PERIOD: Two (2) twelve (12) month increments up to a maximum of 31st December 2030

CALL-OFF DELIVERABLES

Details have been redacted

QUALITY PLANS

The timetable for development of the Quality Plans referred to in Paragraph 7 of the Call Off Schedule 23 (Payment and Related Services Terms) shall be: TBC with the Supplier

MAINTENANCE SCHEDULE

The Supplier shall create and maintain a rolling schedule of planned

maintenance in accordance with Paragraph 9.1 of Call Off Schedule 23

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(Payment and Related Services Terms). The timetable and instructions relating

to such planned maintenance shall be: TBC with the Supplier

SOFTWARE TERMS

Not applicable.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£10,000,000** which includes Interchange, Scheme Fees and Merchant Acquirer Fees. Cap on liability is against the aggregate Charges relating to the Buyer and all Cluster Members.

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law and Card Scheme rules
- Change in Interchange Fee and/or a change in the Card Scheme Fees
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

NOT APPLICABLE

PAYMENT METHOD

The Supplier shall allow monthly invoices to be settled via Direct Debit and/or Bacs. It is expected that most Cluster Members will pay via Direct Debit, but the Buyer will advise the Supplier accordingly.

BUYER'S INVOICE ADDRESS:

The Supplier shall invoice the Cluster Members directly using invoicing information provided by the Cluster Member during on-boarding.

BUYER'S AUTHORISED REPRESENTATIVE



Contract Management Lead - Banking
and Financial Services Commercial
Directorate
5TH Floor Ralli Quays Salford
Manchester M60 9LA

BUYER'S ENVIRONMENTAL POLICY



Environmental, Social
and Governance (ESG)

BUYER'S SECURITY POLICY



1. Worldpay from FIS
Merchant Solutions Di

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

PROGRESS REPORT FREQUENCY

NOT APPLICABLE

PROGRESS MEETING FREQUENCY

As agreed under Call-Off Schedule 15 (Call-Off Contract Management)

KEY STAFF

NOT APPLICABLE

KEY SUBCONTRACTOR(S)

NOT APPLICABLE

COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4 (Commercially Sensitive Information)

SERVICE CREDITS

Service Credits have been waived in favour of performance being measured against Service Level Thresholds. More detail on the Service Level Thresholds can be found in Schedule 14 – Service Levels.

Service Credit Cap: Not Applicable

Critical Service Level Failure shall be defined as the following:

- The Supplier breaches a Service Level Threshold across three (3) consecutive Service Periods and/or more than six (6) times in a rolling twelve (12) month period.
- The Supplier breaches 100% of the Service Levels Thresholds in a Service Period.

Service Period is: One (1) Month.

ADDITIONAL INSURANCES

NOT APPLICABLE

GUARANTEE

Call Off Guarantee – Parent Company Guarantee required.

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:	For and on behalf of the Buyer:
Signature: <input type="text"/>	Signature: <input type="text"/>
Name : <input type="text"/>	Name <input type="text"/>
Role: <input type="text"/>	Role: <input type="text"/>
Date: <input type="text"/>	Date: <input type="text"/>

Annex (Special Term 3)

In this Annex, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires):

“Merchant” means the party receiving the relevant Services including the Buyer and any Cluster Members where applicable;

“Transaction Data” means Transaction Personal Data and any other data relating to a specific Transaction;

“Transaction Personal Data” means Personal Data relating to a specific Transaction and which it is necessary to Process in connection with the provision of the Services; and

“Worldpay” means the Supplier.

Any capitalised terms not defined in this Annex will have the meanings given in the Core Terms and Joint Schedule 1 (Definitions and Interpretation).

PART A - Exemption Engine – NOT USED

PART B – WORLDPAY TOTAL MANAGED SERVICE

1. Definitions

1.1 In this Part B of Annex, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires).

“Acquirer”: a recognised third party bank or financial institution (or Worldpay where acquiring services are provided by Worldpay to the Merchant) which has an agreement with the Merchant to process the payment instructions received from the Buyer for the payment method selected by the Buyer and that acquires the relevant Transactions and effects payment of the purchase price;

“Advance Fee”: where applicable, the Fee referred to as such in any Application Form or Call-Off Schedule 5 (Pricing Details);

“Application Form”: the application form (in the format provided by Worldpay) that the Merchant must fill in and submit to Worldpay in order to activate the Worldpay Total Managed Service and/or, where applicable, to order additional WPT Terminals and/or the Worldpay Total Managed Service to be provided in connection with a WPT Terminal, and which, if applicable, will form part of the Call-off Contract;

“Card”: a credit, debit, charge, purchase or other card payment method;

"Card Scheme": a scheme or network governing the issue and use of Cards, or as may be approved and notified by Worldpay in writing from time to time;

"Minimum WPT Period": in respect of each Worldpay Total Managed Service to be provided in connection with a WPT Terminal, a period of two (2) years commencing on the Call-Off Start Date;

"Mobile Keypad": has the meaning set out in paragraph 6.1 below;

"Software": each of the software products owned by or made available to any Worldpay Group Company and (i) made available to the Merchant by any Worldpay Group Company for the purpose of receiving the Worldpay Total Managed Service; and/or (ii) as may be pre-loaded onto any WPT Terminals and/or (iii) downloaded by the Merchant from iTunes, Google Play or from any other app store approved by Worldpay for use by the Merchant on Compatible Devices (as defined in paragraph 6 below);

"Systems Integrator": a third party appointed by the Merchant to work with any Worldpay Group Company to deliver the Merchant's card transaction and payment processing platform;

"User Guide" means the document(s) issued and/or amended by Worldpay from time to time to explain how to use the Worldpay Total Managed Service and/or any hardware connected with it;

"Worldpay Store Manager": an online portal which Worldpay will make available to the Merchant to review the Transactions processed by the Merchant;

"Worldpay Total Fees": has the meaning set out in paragraph 4.2 below;

"Worldpay Total Managed Service": has the meaning set out in paragraph 3.1 below;

"WPT Terminal": an authorised point-of-sale payment order acceptance terminal and associated equipment or device(s) provided by Worldpay to the Merchant under this Call-Off Contract or installed at the Merchant's premises and used in conjunction with the Worldpay Total Managed Service;

"YESpay": YESpay International Limited (registered in England & Wales under Company No. 04509853).

1.2 Any capitalised terms not defined above will have the meanings given in the Core Terms and Joint Schedule 1 (Definitions and Interpretation).

2. **YESpay**

2.1 All or part of a Worldpay Total Managed Service may be provided on behalf of Worldpay by a Worldpay Group Company (at the date of this Call-Off Contract, YESpay). Any reference to Worldpay in this Part B of Annex shall be deemed

to include that Worldpay Group Company. Invoices for Fees in respect of the Worldpay Total Managed Service will be issued by that Worldpay Group Company.

3. Provision of the Worldpay Total Managed Service

3.1 Following Worldpay and the Merchant (or its Systems Integrator where applicable) having fully completed connectivity testing from the location(s) where the WPT Terminals are or will be installed, Worldpay will facilitate the capture, validation, authorisation and/or settlement of Transactions (depending on which Services Worldpay is providing under this Call-Off Contract) processed by the Merchant through the Acquirer by:

- (a) linking the Merchant's system to the authorisation and settlement host systems of Acquirers and routing Transactions on behalf of the Merchant to Acquirer authorisation hosts;
- (b) preparing batched Transaction files on a daily basis within the Worldpay Total Managed Service database to clear the Transactions via the Acquirer host systems; and
- (c) allowing the Merchant to have a comprehensive online view of its Transactions in order to perform a single end-of-day reconciliation through the Worldpay Store Manager

(all together and together with any other Service provided under this Part B of Annex, the "**Worldpay Total Managed Service**").

3.2 The Worldpay Total Managed Service is currently PCI v3.1 accredited and Worldpay will maintain and update such accreditation for the entire duration of this Call-Off Contract. Notwithstanding the above, the Merchant is responsible for ensuring and maintaining compliance with the PCI Data Security Standards as applicable to it and its business throughout the term of this Call-Off Contract.

3.3 The Merchant will hire WPT Terminals (other than Mobile Keypads) from Worldpay pursuant to the provisions of Call-Off Schedule 23 Part 2 Section 2, provided that the definition of "Minimum Hire Period" included therein shall not apply to WPT Terminals and shall be replaced by the definition of Minimum WPT Period included in paragraph 1.1 of this Part B of Annex. For the avoidance of doubt, the monthly Worldpay Total Fees (including the Fees for the rental of WPT Terminals) shall be paid by the Merchant for the entire duration of this Call-Off Contract in respect of each and every WPT Terminal delivered to the Merchant. If, during the life of this Call-Off Contract, the Merchant decides to order new WPT Terminals on which it wishes to receive the Worldpay Total Managed Service, the Merchant shall submit to Worldpay an Application Form, it being understood that receipt by Worldpay of such documentation will constitute an order by the Merchant of WPT Terminals and/or Worldpay Total Managed Service. The use by the Merchant of WPT

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Terminals and/or Worldpay Total Managed Service shall be deemed to constitute confirmation of the order and liability for the same.

- 3.4 Worldpay shall only be liable in failing to support the use of the Software and the Worldpay Total Managed Service when they are used by the Merchant with an operating system referred to on the Worldpay website or in the User Guide as being supported by Worldpay.
- 3.5 Worldpay shall not be liable for any Loss caused by a distributed denial-of-service attack, virus or other technologically harmful material targeted at or downloaded to the Merchant or its systems that may infect the Software or the WPT Terminals, provided that Worldpay has taken reasonable technical security measures to prevent such occurrence.
- 3.6 The Merchant shall always comply with the User Guide and Licence (defined in this Part B), including without limitation in respect of the installation and use of WPT Terminals. Worldpay shall not be liable for any Loss suffered by the Merchant arising directly or indirectly from the Merchant's failure to comply with the User Guide or Licence.
- 3.7 Worldpay shall not be liable for any Loss suffered by the Merchant caused by an act or omission any Systems Integrator. The Merchant consents to the transfer of Merchant data (including, where applicable, Personal Data) by Worldpay to any Systems Integrator for the purposes of the implementation of this Call-Off Contract. Any Systems Integrator is the Merchant's subcontractor and accordingly the Merchant is responsible for any Worldpay Confidential Information provided by Worldpay to the Systems Integrator for the purposes of the implementation of this Call-Off Contract, which will be deemed to be provided by Worldpay on the Merchant's behalf.
- 3.8 Worldpay will carry out bespoke development activities in relation to the Worldpay Total Managed Service provided to the Merchant under this Call-Off Contract (including, without limitation, the development of any new functionalities) only if the Parties agree in advance, in writing, the scope of such activities, the relevant costs and the way these will be allocated between the Parties, and the implementation plan and timeframe for such development activities.
- 3.9 Where applicable, the Merchant shall, prior to the date of the initial activation of the Worldpay Total Managed Service at the Merchant's premises, be required to pay the Advance Fee set out in the Application Form or Call-Off Schedule 5 (Pricing Details), to be received or retained by any Worldpay Group Company as a pre-payment for the Worldpay Total Managed Service. Where a similar payment (whether or not referred to as an Advance Fee) is held by a Worldpay Group Company prior to such date, such payment shall transfer and be applied against the payment obligation under this clause. Worldpay shall be entitled to apply (by way of set off or otherwise) all or any of such Advance Fee in the full

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or partial payment or pre-payment of any Worldpay Total Fees at any time, including in any period where notice of termination of the Worldpay Total Managed Service has been given by either Party, in which case the Adjustment Amount (defined below) shall be reduced accordingly.

4. **Termination**

- 4.1 Subject to clause 4.2, this Part B of Annex and the Worldpay Total Managed Service will continue for the entire duration of this Call-Off Contract, provided that it shall automatically terminate upon the termination or expiration for any reason of the Terminal Hire Services provided by Worldpay to the Merchant pursuant to Call-Off Schedule 23 Part 2 Section 2 in respect of WPT Terminals, as applicable.
- 4.2 The Merchant acknowledges that the Fees payable in respect of the Worldpay Total Managed Service including, where applicable for the supply of any WPT Terminals by Worldpay (the **"Worldpay Total Fees"**) are based upon this Call-Off Contract surviving for the entire Minimum WPT Period. Accordingly, if the Merchant terminates this Call-Off Contract or any Worldpay Total Managed Service before the expiration of the relevant Minimum WPT Period then, in addition to the Merchant's obligations under the Core Terms and Call-Off Schedule 23 Part 2 Section 2 (where applicable), the Merchant will pay to Worldpay or any other Worldpay Group Company, by way of a Fees adjustment, a sum equal to the aggregate of all Worldpay Total Fees which would have become due and payable under the Call-Off Contract from the date of termination to the end of the relevant Minimum WPT Period but for termination of the Call-Off Contract (less an amount equal to 5% of those Fees to take into account accelerated payment of the Worldpay Total Fees) (the **"Adjustment Amount"**). The Merchant acknowledges that the Adjustment Amount is a fair and genuine reflection of the loss Worldpay will have suffered as a result of early termination of the Call-Off Contract and is proportionate to protect Worldpay's legitimate commercial interest being the income Worldpay anticipated it would receive during the Minimum WPT Period and on which it has based its Fees in light of information and assumptions provided by the Merchant.

5. **Software Licence**

- 5.1 Worldpay hereby grants to the Merchant a non-exclusive, non-transferable licence to use the Software in the United Kingdom on the terms of this paragraph 5 (the **"Licence"**). The Licence and all rights granted to the Merchant under it shall cease upon expiry or termination of this Call-Off Contract and the Merchant must immediately cease all activities authorised by the Licence upon such termination.
- 5.2 The Merchant may use the Software for its internal business purposes only and only for the purpose of utilising the Worldpay Total Managed Service.
- 5.3 Except as expressly set out in this Call-Off Contract or as permitted by any applicable Law, the Merchant undertakes:
- (a) not to copy the Software except where it is necessary for the purpose of back-up or operational security;

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- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify the Software or any part of it, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs, and not to provide or otherwise make available the Software in whole or in part to any third party;
- (c) not to disassemble, decompile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that such actions cannot be prohibited by virtue of section 296A of the Copyright, Designs and Patents Act 1988 and provided that the information obtained by the Merchant during such activities is used only for the purpose of achieving inter-operability of the Software with another software program and is not unnecessarily disclosed or communicated without Worldpay's express prior written consent to any third party;
- (d) to replace the current version of the Software with any updated or upgraded version or new release provided by any Worldpay Group Company under the terms of this Call-Off Contract immediately on receipt of a new version or directions from Worldpay to download such a new version; and
- (e) save for use with any WPT Terminal, not to use the Software via any communication network or by any means of remote access.

5.4 The Merchant acknowledges and agrees that:

- (a) all IP Rights in the Software belong to YESpay and/or Worldpay, that rights in the Software are licensed (not sold) to the Merchant, and that the Merchant has no rights in, or to, the Software other than the right to use them in accordance with the terms of this Call-Off Contract;
- (b) the Software has not been developed to meet the Merchant's individual requirements, and that it is therefore the Merchant's responsibility to ensure that the facilities and functions of the Software meet the Merchant's requirements;
- (c) the Software may not be free of bugs or errors, and the existence of minor errors shall not constitute a breach of this Licence by Worldpay provided that such bugs or errors do not materially impair the functionality of the Software;
- (d) the integrity of the Software may be protected by technical protection measures ("TPM") so that the IP Rights including in copyright in the Software is not misappropriated. The Merchant must not attempt in any way to remove or circumvent any such TPM, nor apply or manufacture for sale or hire, import, distribute, sell or let for hire, offer or expose for sale or hire, advertise for sale or hire or have in the Merchant's possession for private or commercial purposes any means the sole intended purpose of which is to facilitate the unauthorised removal or circumvention of such TPM.

- 5.5 Worldpay will defend, or at its option, settle, and indemnify the Merchant (for the purposes of this clause, the “**Indemnified Party**”) against any lawsuit or proceeding brought against the Indemnified Party by a third party based on a claim that the Software, when used in accordance with the terms of this Call-Off Contract, infringes, misappropriates or otherwise violates any IP Right of such third party. The Merchant shall cooperate in good faith with such defence or settlement. Worldpay shall have no obligations under this paragraph 5.5, including, without limitation, defence or indemnification obligations, in the event of any of the following:
- (a) use of the Software other than in accordance with the terms of this Call-Off Contract;
 - (b) use of a version or release of the Software not supported by Worldpay, provided that the infringement claim would have been avoided by the use of a then-current release made available by Worldpay to Merchant;
 - (c) the claim arises from or relates to a modification to the Software not performed, authorised, or approved by Worldpay; or
 - (d) the claim arises from or relates to Merchant’s use of the Software in combination with any other materials, where such combination is not contemplated in conjunction with ordinary business use.

6. Worldpay Total Mobile

- 6.1 Upon request by the Merchant, Worldpay will sell to the Merchant, in exchange for the purchase Fee and mobile-specific managed service and set-up Worldpay Total Fees set out in the Call-Off Schedule 5 (Pricing Details) or any Application Form , mobile WPT Terminals compatible with a mobile phone or tablet device (each, a “**Mobile Keypad**”) that the Merchant will be entitled to use solely in conjunction with the Worldpay Total Managed Service. Although the Mobile Keypad will not be subject to the Unregulated Terminal Hire Terms included in the Call-Off Schedule 23 Part 2 Section 2 , as applicable, in all other respects the Mobile Keypad is considered a WPT Terminal for the purposes of this Annex.
- 6.2 Worldpay will procure the delivery of the Mobile Keypad(s) to the Merchant’s nominated delivery address in the United Kingdom within fifteen (15) Business Days of the date on which the Merchant places the order. Time or date of delivery is not of the essence and may not be made so by the service of any notice.
- 6.3 Worldpay shall not be liable for any delay or failure in the delivery of the Mobile Keypad that is caused by circumstances beyond its reasonable control, or the Merchant’s failure to provide Worldpay with adequate delivery instructions for the Mobile Keypad. The risk of loss, theft or damage to the Mobile Keypad shall pass to the Merchant on completion of delivery.

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- 6.4 If the Merchant fails to accept or take delivery of the Mobile Keypad, then except where such failure or delay is caused by Worldpay's failure to comply with its obligations under the Call-off Contract in respect of the Mobile Keypad, Worldpay shall be entitled to charge the Merchant for all subsequent storage and/or delivery costs and expenses. In the event of failed delivery:
- (a) Worldpay shall make three further attempts to deliver the Mobile Keypad; and
 - (b) if the Merchant is still unable to take delivery after such further attempts, the Parties shall liaise promptly to agree on different delivery arrangements, at the Merchant's costs (except where such failure is caused by Worldpay's failure to comply with its obligations under the Call-off Contract in respect of the Mobile Keypad).
- 6.5 Worldpay warrants that on delivery and for a period of 12 months from the date of delivery of each Mobile Keypad (the "**Warranty Period**") the Mobile Keypad shall:
- (a) conform in all material respects with its description and any applicable specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended);
 - (d) when properly used, be fit for any purpose held out by Worldpay and perform substantially in accordance with its functions described in the applicable User Guide (provided that the Software is properly used on the Compatible Device and for the purposes for which it was designed),

(the "**Mobile Keypad Warranty**").

Except as expressly provided herein, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded.

- 6.6 Subject to paragraphs 3.5, 6.7 and 6.8 and if the Merchant gives notice in writing to Worldpay during the Warranty Period and within a reasonable time of discovery that the Mobile Keypad does not comply with the warranty in paragraph 6.5, then Worldpay shall collect the Mobile Keypad at the location indicated by the Merchant and, upon collection, deliver a replacement Mobile Keypad to the Merchant. Any remaining balance of the Warranty Period shall apply to the repaired or replaced Mobile Keypad. To the extent permitted by law, repair or replacement shall be the Merchant's exclusive remedy in relation to a breach of the Mobile Keypad Warranty.

- 6.7 Worldpay shall not be liable for the Mobile Keypad Warranty if:

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- (a) the Merchant makes any further use of such Mobile Keypad after giving a notice in accordance with paragraph 6.6;
- (b) the defect arises because the Merchant failed to follow any instructions (including under the terms of the Licence, the User Guide or good trade practice) as to the storage, installation, commissioning, use or maintenance of the Mobile Keypad;
- (c) the Merchant is not using the Mobile Keypad with a Compatible Device;
- (d) the Merchant alters or repairs, or attempts to alter or repair such Mobile Keypad without Worldpay's written consent;
- (e) the Merchant fails to apply software downloads, updates or upgrades to the Mobile Keypad at Worldpay's direction, in either case upon reasonable written notice from Worldpay (where such notice can potentially be sent to and appear on the Mobile Keypad or Compatible Device); or
- (f) the defect arises as a result of fair wear and tear, or the Merchant's wilful damage, negligence or abnormal working conditions or use in conjunction with items not approved by Worldpay.

6.8 Worldpay may determine from time to time that a different type of Mobile Keypad is needed for the Merchant to continue to use the Worldpay Total Managed Service (including without limitation in order to comply with Network Rules). Worldpay will give the Merchant at least three (3) months' notice (or, in case the change is implemented to comply with Network Rules, such shorter notice as reasonably practicable) in writing of any such change. The Merchant understands and agrees that the Merchant, at its own cost, shall be required to obtain and use the replacement Mobile Keypad from the end of such notice period. Worldpay shall have no liability for providing the Worldpay Total Managed Service beyond such date if the Merchant is not using such replacement Mobile Keypad. If the Merchant does not wish to obtain and use such Mobile Keypad then the Merchant may exercise its right of termination under clause 10 of the Core Terms solely with respect to the Worldpay Total Managed Service provided for the use of Mobile Keypads.

6.9 Notwithstanding anything to the contrary elsewhere in this Call-Off Contract, the Mobile Keypad may only be used: (i) in the United Kingdom (ii) with debit and credit cards supported by the Card Schemes; and (iii) only with one of those classes of devices referred to as compatible in the User Guide or on the Worldpay website that is Bluetooth enabled has not been subject to jailbreaking (for iOS devices) or rooting (for Android devices) or any similar process enabling privileged control of 'root access' within an operating system or subsystem (a "**Compatible Device**"). The Mobile Keypads are Worldpay-branded and are designed to work only in conjunction with the Worldpay Total Managed Service, therefore they shall not be resold by the Merchant, including following any

termination of the Call-off Contract. The Parties agree that this paragraph shall survive termination of the Call-off Contract for any reason whatsoever.

6.10 In relation to the Merchant's use of the Mobile Keypad with the Services, including the Worldpay Total Managed Service, Worldpay may from time to time notify the Merchant of:

- (a) the maximum aggregate value of one or more Transactions in respect of any specified period ("**Trading Limit**"); and/or
- (b) a monetary threshold above which the Merchant must obtain our Authorisation prior to completing a Transaction ("**Floor Limit**").

Unless otherwise notified by Worldpay, a single Transaction shall be limited to a maximum of £10,000 and the monetary value of the Floor Limit shall be zero (except for contactless Transactions, in which case the Floor Limit shall be as communicated by Worldpay to the Merchant from time to time).

6.11 The Merchant acknowledges and agrees that the Mobile Keypad or the Software that is downloaded to the Merchant's Compatible Device may include geo-location functionality which allows Worldpay or service providers acting on its behalf to identify where a Mobile Keypad is being used and/or a Transaction has been taken from.

6.12 The Merchant shall at all times comply with Worldpay's instructions for the use of the Mobile Keypads and installation of Software updates as and when required by Worldpay including but not limited to updates due to the requirements of the Network Rules. The Software that is downloaded to the Merchant's Compatible Device is compatible with:

- (a) iOS 9.3.2; and
- (b) Android 4.0

or any later version of the above operating systems that is supported by Worldpay (at its discretion), provided that the Merchant promptly implements any Software upgrade rolled out by Worldpay for these purposes, if any.

6.13 The Merchant shall remain fully responsible for the Mobile Keypad and the way in which it is used. Worldpay may block use of a Mobile Keypad or suspend the Merchant's use of the Worldpay Total Managed Service or terminate this Part B of Annex of this Call Off Order form without liability, by giving the Merchant prior written notice (unless Worldpay is prohibited from doing so by Law), if:

- (a) Worldpay has reasonable grounds for concern about the security of the Mobile Keypad, or to suspect that it has been or may be used for a fraudulent or criminal purpose or in an unauthorised manner or outside the United Kingdom; or
- (b) Worldpay is obliged to do so to comply with its legal or regulatory obligations.

- 6.14 The Merchant shall be solely responsible for the provision and cost of all equipment and telecommunications facilities needed to use the Mobile Keypad and/or the Software in conjunction with the Worldpay Total Managed Service, and for compliance with the terms of any agreement between the Merchant and a mobile telecommunications service provider under which telecommunication services are provided to the Merchant in connection with the Mobile Keypads.
- 6.15 The Merchant acknowledges and agrees that the wireless nature of the Mobile Keypads means that their use is subject to availability of wireless connectivity, absence of electrical interferences and any other similar circumstances beyond Worldpay's control.
- 6.16 The Merchant shall undertake all responsibilities and obligations which would otherwise be Worldpay's responsibilities and obligations under the Waste Electrical and Electronic Equipment Regulations 2006 (as amended, the "**WEE Regulations**") regarding the collection, treatment, recycling or recovery and safe disposal of the Mobile Keypad and for any other electrical and electronic equipment ('**EEE**') which becomes waste, as defined in the WEE Regulations including EEE from third parties where Worldpay would otherwise have an obligation to finance the collection, recycling, treatment and/or disposal of such EEE under the WEE Regulations. For the avoidance of doubt, such obligations and responsibilities include, without limitation, the collection, treatment, recycling or recovery and safe disposal of:
- (a) the Mobile Keypad;
 - (b) a redundant EEE supplied by a third party; and/or
 - (c) a redundant EEE supplied by Worldpay.

7. Worldpay Total P2PE

7.1 In this paragraph 7, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires):

"P2PE Terminals": WPT Terminals (excluding Mobile Keypads) that are designated by Worldpay as being enabled for use as part of the P2PE Solution;

"PIM": the most recent version of the Worldpay Total P2PE Instruction Manual issued by Worldpay to the Merchant from time to time, and including any document or instruction manual referred to or incorporated therein;

"P2PE Live Date": the date notified by Worldpay to the Merchant as being the date on which both (i) the P2PE Solution is listed on the validated product list applicable to point-to-point encryption solutions, on the PCI SSC's website at <https://www.pcisecuritystandards.org/> and (ii) Worldpay notifies the Merchant that Worldpay agrees to provide the P2PE Solution to the Merchant in accordance with the P2PE Standards;

"P2PE Solution": a technical point-to-point encryption solution enabling encryption of a Card's primary account number before it is transferred to the Merchant, and decryption upon receipt at Worldpay;

"P2PE Standards": the standards issued by the PCI SSC in relation to point-to-point encryption solutions, version 2.0;

"PCI SSC": the PCI Security Standards Council (or its replacement body or successor).

7.2 Subject always to (i) the provisions of paragraphs 7.3, 7.4(a), 7.5, 7.6 and 7.7, and (ii) the performance by the Merchant of its obligations under this paragraph 7, Worldpay warrants that, with effect from the P2PE Live Date (if any):

- (a) the P2PE Solution will be compliant with P2PE Standards; and
- (b) the P2PE Solution may allow the Merchant (with the agreement of its Qualified Security Assessor) to reduce the scope of its PCI SSC / DSS assessment, compliance and reporting obligations, the acceptance of which Worldpay will determine acting reasonably.

7.3 Upon expiry of the Minimum WPT Period, Worldpay retains the right to make the continued availability to the Merchant of a validated P2PE Solution and related products and services (including a device management system) subject to the payment by the Merchant of additional Fees, to be communicated in advance by Worldpay to the Merchant.

7.4 In addition to the terms of the Call-Off Schedule 23 Part 2 Section 2 and the rest of this Part B (*Worldpay Total*) of Annex:

- (a) Worldpay will only provide the P2PE Solution in respect of P2PE Terminals hired by the Merchant from Worldpay and deployed from Worldpay after the P2PE Live Date;
- (b) the Merchant:
 - (i) acknowledges that compliance with P2PE Standards is subject to the P2PE Terminals and their preparation by the manufacturer maintaining compliance with the P2PE Standards and requirements set out from time to time by the PCI SSC (including without limitation the expiry of P2PE Terminals certified to PCI PTS version 3.0 effective April 2020);
 - (ii) agrees that, if so requested by Worldpay, the Merchant shall accept and implement any updates to or replacements (either physical or remote) of the Software and/or the P2PE Terminals as instructed by Worldpay from time to time (including in connection with industry changes or requirements);

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- (iii) agrees that where a replacement of the P2PE Terminals is required in accordance with paragraph (ii) in order to maintain compliance with industry standards (including P2PE Standards or the different PCI SSC standards to which the P2PE Solution is listed), Worldpay will inform the Merchant promptly and will send to the Merchant a commercial proposal (including Fees and the new applicable Minimum WPT Period) for the new P2PE Terminals. If the Merchant does not accept Worldpay's proposal and the Parties do not reach a commercial agreement for the replacement within sixty (60) calendar days of the date of the proposal, either Party will be entitled to terminate the P2PE Solution starting from the date on which the replacement is required in order to maintain compliance with the relevant industry standards (including PCI SSC / P2PE Standards to which the P2PE Solution is listed);
 - (iv) must notify Worldpay immediately of any actual, suspected or potential breach of Transaction Data affecting the Merchant, or any actual, suspected or potential non-compliance by the Merchant with the PIM or P2PE Standards; and
 - (v) must at all times comply with the PIM, as updated and varied by Worldpay from time to time. The latest version of the PIM will be made available by Worldpay upon request by the Merchant. Notwithstanding anything to the contrary in this Call-off Contract, Worldpay will give to the Merchant thirty (30) days' notice of any changes to the PIM, except in respect of urgent updates in relation to which Worldpay will give such shorter notice as reasonably practicable for it in the circumstances.
- 7.5 Worldpay will not be liable for any Loss suffered by the Merchant for any failure of the P2PE Solution arising directly or indirectly from or connected with the non-compliance by the Merchant with its obligations under paragraph 7.4(b) (including, without limitation, non-compliance with the PIM), or from the Merchant not allowing remote updates.
- 7.6 The Merchant acknowledges that Worldpay is not a manufacturer of the P2PE Terminals, and that the P2PE Solution will rely upon the compliance of P2PE Terminals and their preparation by the manufacturer with relevant P2PE Standards and validation and listing thereof by the device manufacturer with the PCI SSC. Notwithstanding anything to the contrary in this Call-off Contract, Worldpay will not be responsible for any failure of the P2PE Solution or related Services or for any other breach of this paragraph 7 and shall not be liable for any Losses if and to the extent that such failure or Losses arise from or are connected with a failure of or a defect in an P2PE Terminal. The sole warranties and remedies in respect of a P2PE Terminal failure are those provided in Call-Off Schedule 23 Part 2 Section 2.
- 7.7 Without prejudice and in addition to any other rights and remedies available to Worldpay under this Call-off Contract, with effect from the P2PE Live Date: (a)

the Merchant indemnifies and will keep indemnified on demand, defends and holds harmless Worldpay from and against any Losses Worldpay suffers or incurs as a result of, or in connection with or resulting from the Merchant's failure to comply with the PIM; and (b) (subject to paragraph 7.6) Worldpay indemnifies and will keep indemnified on demand, defends and holds harmless the Merchant against any Losses it suffers or incurs resulting from a third party claim directly caused by Worldpay's failure to comply with the P2PE Standards.

7.8 Without prejudice to any other Worldpay termination right or other remedy that Worldpay may have under this Call-Off Contract, Worldpay may terminate or suspend the provision of the P2PE Solution and any related Services in whole or part with immediate effect by giving written notice to the Merchant if:

- (a) The Merchant at any time fails to comply with the PIM;
- (b) the P2PE Solution is not validated by the PCI SSC as compliant with P2PE Standards, or such validation is revoked, terminated, suspended or otherwise cancelled by the PCI SSC;
- (c) the rental of P2PE Terminals under this Call-Off Contract expires or terminates for any reason; or
- (d) any Service (including the Acquiring Service) ceases to be provided, is suspended or terminated for any reason, provided that in the case of (b), above, the Merchant may at its option elect to receive point-to-point encryption as a technical service (on the same basis as prior to the P2PE Live Date) in which case Worldpay shall use reasonable efforts to provide the same.

PART C – Pazien Services

1. Definitions and Interpretation

1.1 In this Part C of Annex, the following capitalized terms and expressions will have the following meaning (unless the context otherwise requires):

"Merchant Data": any and all data that (a) Merchant provides to Worldpay directly, or (b) are collected by Worldpay (acting through its Group Company Pazien, Inc) from third party acquirers identified by the Merchant which Merchant grants Worldpay access to, or (c) are Transaction Data in relation to the Merchant in each case so that Worldpay may provide the Pazien Services to Merchant;

"Pazien": Worldpay's data aggregation and analytics platform used to provide the Pazien Services; and

"Pazien Services": the grant to the Merchant of access to Pazien and use of Pazien's functionality whereby the Merchant is able to perform aggregation and /or analysis of Merchant Data;

- 1.2 Any capitalised terms not defined above will have the meanings given in the Core Terms.

2. Provision of the Pazien Service

2.1 Subject to the Merchant paying the Fees as set out in the Call-Off Schedule 5 (Pricing Details), Worldpay will make available to the Merchant the Pazien Service in accordance with the terms of this Annex.

2.2 The Merchant hereby grants permission to Worldpay to access Merchant Data and to use such Merchant Data to provide the Pazien Services.

2.3 Unless and until the Pazien Services are suspended or terminated, Worldpay grants the Merchant a non-exclusive, non-transferable and revocable right to access Pazien and use the Pazien Services subject to and in accordance with the terms of this Annex, the instructions and policies applicable to the Pazien Services as communicated to the Merchant from time to time and Law. The Merchant shall be solely responsible for its use of the Pazien Services and any outputs or results deriving from such use.

2.4 The Merchant will

- (a) provide Worldpay with access to Merchant Data and ensure that it has the relevant consents from its Buyers to provide such access;
- (b) be responsible for the accuracy, quality, integrity, security and privacy of the Merchant Data provided to Worldpay; and
- (c) notify Worldpay immediately if it becomes aware of or reasonably suspects any unauthorized access to, or known or suspected breach of security in connection with, the Pazien Services, and use best efforts to immediately stop unauthorized access to the Pazien Services.

2.5 The Merchant will not, and will not allow any third party to:

- (a) use the Pazien Services for any other purpose other than its own internal business purposes;
- (b) make Pazien Services available to any third party or sell, resell, rent, lease or sublicense Pazien Services, or share Pazien Services with any third party;
- (c) reverse engineer or create derivative works or competitive products or services based on Pazien Services or Pazien; copy, frame or mirror any part of Pazien Services or Pazien, or its features, functions or graphics, other than copying or framing Merchant's own data content for Merchant's own internal business purposes;

(d) use Pazien Services to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights; or

(e) use Pazien Services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of Pazien Services or of any third party data contained therein; or attempt to gain unauthorized access to Pazien Services or related systems.

3. License, Protection and Termination

3.1 The Merchant grants Worldpay a non-exclusive, non-transferable (except to Worldpay Group Companies as required to provide the Pazien Services), royalty-free and irrevocable license to: (a) use, copy, store, transmit and display Merchant Data as necessary to provide and maintain Pazien Services, including improving, modifying, monitoring and upgrading Pazien Services, and as required by Law; and (b) aggregate Merchant Data solely for benchmarking purposes provided that nothing in such resulting data identifies the Merchant, its customers or any other third party. Benchmarking for the purposes of this paragraph shall mean performing a statistical analysis of a set of Merchant Data and creating a report based upon that analysis. Merchant represents and warrants that providing the Merchant Data to Worldpay does not violate any third party's rights or Law.

3.2 Worldpay will maintain commercially reasonable safeguards and employ industry standard data protection efforts to protect the Merchant Data. Worldpay will access Merchant Data solely for the purposes set out in this Part C of Annex.

3.3 On termination of the Call-off Contract for any reason, the Merchant's access to the Merchant Data through the Pazien Service shall end and Worldpay shall, at its discretion, either return the Merchant Data to the Merchant or delete it from its systems, provided that Worldpay may retain in its systems the aggregated information deriving from the Merchant Data to the extent that it does not identify the Merchant, its customers or any other third party.

4. Intellectual Property Rights

4.1 The Merchant acknowledges that:

(a) all IP Rights in the Pazien Services, Pazien and any derivative works thereof belong to Worldpay or its Group Companies; and

(b) the right to access Pazien and use the Pazien Service is granted solely in accordance with the terms of this Call-off Contract. Except as provided in this Call-off Contract, Merchant shall have no rights in, or to, the Pazien Services, Pazien, or any IP Rights therein.

5. Support

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- 5.1 Standard support includes (1) commercially reasonable efforts to resolve problems which cause the Pazien Services to not perform; (2) remote technical assistance and troubleshooting advice for the Merchant to determine the cause of and resolve a technical problem with the Pazien Service; (3) information and status updates or upgrades to the Pazien Service; and (4) periodic “as available” updates or upgrades to the Pazien Service. Support may address, but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- 5.2 The Pazien Service and associated support may be unavailable due to scheduled downtime, maintenance or circumstances beyond Worldpay’s reasonable control. Worldpay may schedule downtime at any time without notice if necessary to prevent harm to Worldpay, the Merchant or the Pazien Service, as determined by Worldpay.
- 5.3 Without prejudice to any Force Majeure provision under this Call-Off Contract, Worldpay is not responsible for support or Pazien Service interruption or issues due to, without limitation: (1) Merchant’s information, data, content, web servers or services, materials or equipment, acts or omissions of the Merchant or its agents, Merchant’s software, scripts, data or files; (2) virus or hacker attacks; (3) delay or failure due to circumstances beyond Worldpay’s reasonable control; (4) intentional shutdown due to emergency intervention or response to security incidents; (5) configuration changes initiated or requested by the Merchant; or (6) failure in connectivity between the Merchant and the Pazien Service, failure of the Internet or the Merchant’s network connecting to Pazien, or any other network unavailability outside of Worldpay’s system.

6. Data

- 6.1 For the purposes of the Pazien Services, all Personal Data comprised within Merchant Data shall be included within the definition of Transaction Personal Data for the purposes of any data provisions within this Call-Off Contract.

Part D – FRAUD AND OTHER PRODUCTS

D.1 Fraudsight

- 1.1 Worldpay’s FraudSight product analyses Authorisations in real time to assess the likelihood that a given Transaction is of a potentially fraudulent nature. The FraudSight product is designed to assist the Merchant in its decision whether to complete a given Card Transaction by leveraging advanced machine learning technology and data entities (such as the Cardholder’s address or phone number) that are highly correlated with fraud. Worldpay makes no representations, warranties, covenants, or guarantees that the FraudSight product will detect or prevent fraud, and Merchant expressly acknowledges and agrees that it remains responsible for Chargebacks at all times, including Chargebacks caused by Cardholder fraud or third party fraud. Worldpay may use certain partners to provide the service. Merchant acknowledges that this

Call-Off Contract does not and shall not be construed to convey any ownership or other rights not otherwise expressly provided herein.

D.2 Cardholder Preferred Currency Direct ("CPC") and Dynamic Currency Conversion ("DCC") Services

2. Definitions

2.1 In this Part D.2 of this Annex, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires).

"Card Currency": the currency in which the Eligible Cardholder receives Card statements from the Card Issuer;

"Cardholder Preferred Currency Direct" (also "CPC") and "Dynamic Currency Conversion" (also "DCC"): a dynamic currency conversion feature that enables an Eligible Cardholder to undertake a Transaction in the currency of that Cardholder's Card rather than the applicable Local Currency;

"CPC/DCC Transaction": a Transaction by an Eligible Cardholder who has opted to pay for that Transaction in the Card Currency, rather than the Local Currency of that Transaction;

"Eligible Cardholder": a Cardholder who has been issued a Qualifying Card;

"CPC/DCC Exchange Rate": the foreign exchange rate for use in connection with a CPC/DCC Transaction, as provided to Worldpay by Worldpay's applicable foreign exchange service provider;

"Local Currency": with respect to any Transaction (including a potential Transaction), the currency in which the Merchant generally quotes the prices of the goods or services the subject of the Transaction (including potential Transaction);

"Qualifying Card": a Card issued in a Qualifying Currency under either the MasterCard or Visa Card Schemes, or such other Card Schemes as Worldpay may notify to the Merchant from time to time; and

"Qualifying Currency": means any of Sterling, Australian Dollar, Euro, Yen, US Dollar and Canadian Dollar, and such other currencies as Worldpay may notify to the Merchant from time to time.

2.2 Any capitalised terms not defined above will have the meanings given in the Core Terms.

3. Description of CPC/DCC Service

3.1 Worldpay will provide the CPC/DCC Service and enable the Merchant to offer CPC/DCC to Buyers in accordance with the terms of this Call Off Contract.

4. CPC/DCC Transactions

4.1 For each CPC/DCC Transaction:

- (a) the price of the applicable goods or services will be converted into the applicable Card Currency at the time when the CPC/DCC Transaction occurs, at the CPC/DCC Exchange Rate for the day on which the CPC/DCC Transaction occurs, plus any margin agreed with the Merchant;
- (b) the same CPC/DCC Exchange Rate will be used in calculating any Chargeback in relation to that CPC/DCC Transaction or any Representment or Retro-Charge in relation to that Chargeback; and
- (c) the CPC/DCC Exchange Rate used in calculating any Refund will be that for the day on which the Refund occurs.

5. Merchant's obligations

5.1 The Merchant will:

- (a) provide its staff with all necessary training in relation to Eligible Cardholders' use of CPC/DCC and keep them informed of any changes to CPC/DCC;
- (b) not knowingly misrepresent any aspect or feature of CPC/DCC; and
- (c) comply with the provisions of the Merchant Operating Instructions and Network Rules that apply to the provision of CPC/DCC.

6. Limitations where Acquiring Services are not provided

6.1 Where Worldpay provides the CPC/DCC Services hereunder, but does not provide either any related Acquiring Service or Alternative Acquiring Service in respect of the CPC/DCC Transaction, then:

- (a) the Merchant agrees that Worldpay may not be able to ascertain whether there are any errors in the transmission of data in connection with such Transactions;
- (b) the Merchant will be responsible for notifying Worldpay if there is any discrepancy between the amount of any payment the Merchant actually receives in connection with any CPC/DCC Transaction, Representment or Retro-Charge and the amount the Merchant expected to receive, and the Merchant will notify Worldpay of any such discrepancy, in writing and within thirty (30) days following the date of the relevant CPC/DCC Transaction, Representment or Retro-Charge;
- (c) Worldpay will not be responsible for authorising and settling Transactions and paying to the Merchant any sums due in respect of CPC/DCC Transactions, Representments and Retro-Charges; and

- (d) Worldpay will have no liability for any CPC/DCC Transaction, Representment or Retro-Charge, and the Merchant unconditionally and irrevocably waives any Claims, rights and remedies which it might otherwise have had against Worldpay in relation thereto.

D.3 Account Updater Services

1. Definitions And Interpretation

1.1 In this Part D.3 of this Annex, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires).

“Account Repair”: (following a Match) a substitution by Worldpay of existing Cardholder data with updated Cardholder information from a Card Scheme Database (an account number or expiration date) when the Merchant submits a Transaction that contains outdated Cardholder information. Worldpay then submits the “repaired” Transaction to the Card Schemes.

“Account Updater Service”: the provision of a service which supports the Merchant with Search requests via Worldpay to the relevant Card Scheme in order for the Card Scheme to search the relevant Card Scheme Database for the purposes of: (i) identifying whether there are any Matches; (ii) and/or perform an Account Repair; and/or (iii) facilitate a Recovered Sale;

“Asynchronous Account Updater Transaction Match”: a notification Worldpay receives from a Card Scheme after requesting updated Cardholder information prior to or after an authorisation attempt, which Worldpay then makes available to the Merchant for Merchant’s use;

“Card Scheme Database”: data held on the databases of the relevant Card Scheme relating to Cardholders as amended by the Card Scheme from time to time;

“Match”: an Asynchronous Account Updater Transaction Match and/or a Real-Time Account Updater Transaction Match; **“Real-Time Account Updater Transaction Match”**: (where available) a real-time notification Worldpay receives from a Card Scheme after requesting updated Cardholder data at the time of an authorisation attempt, which Worldpay may then make available to the Merchant for Merchant’s use;

“Recovered Sale”: a submitted Authorisation that was, or would have been declined by a Card Scheme, but due to Worldpay’s automated processes (for example, overlay of updated Cardholder information, timely recycling of the original Authorisation), the Authorisation is subsequently approved resulting in a Settlement “Recovered Sale” (also referred to as “Recovery” in schedule 2 (*Pricing*));

“Search”: an enquiry by (or by Worldpay on behalf of) the Merchant in respect of the Cardholder data;

- 1.2 All other capitalised terms and expressions which are not set out in paragraph 1 shall have the same meanings given to them in the Core Terms.

2. Provision of service

- 2.1 Subject to the Merchant paying the Fees as set out in the Call Off Schedule 5 (Pricing), Worldpay will make available to the Merchant the Account Updater Service.
- 2.2 Without prejudice to any other term of this Call Off Contract, on thirty (30) days written notice to the Merchant (unless a Card Scheme mandates a shorter timeframe for the relevant change, in which case Worldpay will give the Merchant as much notice as reasonably practicable having regard to the mandated timeframe), Worldpay may alter or terminate the Account Updater Service, including, but not limited to, changing the Fees or the feature functionality set(s). Upon receiving a notice of variation from Worldpay, the Merchant will be entitled to opt-out of the use of the Account Updater Service immediately by providing written notice to Worldpay. A decision to opt-out of the Account Updater Service shall be the exclusive remedy of the Merchant with regard to a change in the Account Updater Service.
- 2.3 Without prejudice to any other term of this Call Off Contract, if Worldpay determines, in its sole discretion that the Merchant is in breach of this Part D.3 of this Annex, Worldpay shall have the option to immediately cease providing the Account Updater Service.

3. Merchant obligations

- 3.1 The Merchant agrees that it shall only request a Search or otherwise use or access the Account Updater Service for its internal business purpose of automatically updating Cardholder data and that the Merchant shall not request a Search or otherwise use or access the Account Updater Service for any other purpose whatsoever.
- 3.2 The Merchant shall not reproduce, adopt, translate, arrange, sell, transfer, distribute or otherwise make any part of the Account Updater Service or Matches (or any other data provided to the Merchant in relation to the Account Updater Service) available to, or use either of the foregoing on behalf of, any third party.
- 3.3 The Merchant shall ensure that, in respect of all Cardholder data provided to Worldpay by the Merchant for the purposes of the Account Updater Service, and in respect of the provision and use of such data and the Account Updater Service under this Part D.3 of this Annex, all necessary fair Processing notices have been provided to and consents obtained from Data Subjects by the Merchant and all necessary steps have been taken to ensure that such data has been gathered and Processed in accordance with the principles set out in applicable Data Protection Legislation, including in particular those relating to

(i) lawful, fair and transparent Processing; (ii) specified, legitimate and explicit purposes; and (iii) adequate, relevant and not excessive Processing.

- 3.4 Without limiting the scope of paragraph 3.3, the Merchant warrants to Worldpay that it has complied with the requirements of paragraph 3.3 in relation to providing sufficient information in fair Processing notices to Data Subjects about Worldpay's use of the Cardholder data (including to provide a link to Worldpay's Privacy Statement) and a valid consent for use of such data for such purpose.

4. Limitation of liability

- 4.1 Without prejudice to any of the limitations on liability set out in this Call Off Contract, the Merchant acknowledges and agrees that the Account Updater Service is reliant upon data and services provided by third parties. Accordingly, the Account Updater Services are provided "as is" without warranties or representations of any kind, either express or implied, including, without limitation, any warranties or representations of merchantability, fitness for a particular purpose, service availability, non-infringement or capability of correctly or completely processing Matches, or that any updated Cardholder information is complete, accurate or free from error. Worldpay does not assume, and expressly disclaims, any liability to any person or entity for loss or damage caused by errors or omissions in the Account Updater Service, whether such errors or omissions result from negligence, accident or other cause.