

Subscription Agreement for Voucherify

This Subscription Agreement ("**Agreement**") is made and entered into as of the date of execution of the first Subscription Order

between

Voucherify PSA with its registered office in Katowice (40-246) at ul. Porcelanowa 23, entered in the register of entrepreneurs kept by the District Court Katowice-Wschód in Katowice, VIII Commercial Division of the National Court Register (KRS), under number KRS: 0001044482, Tax Identification Number NIP: 9542742375, represented by: Paweł Rychlik, Michał Sędziewski and Tomasz Pindel, hereinafter referred to as "**Voucherify**"

and

the issuer of an Order to subscribe to Voucherify's Service as identified in the Order form; hereinafter referred to as "**Customer**".

Voucherify and Customer together are hereinafter referred to jointly as "**Parties**", and individually as "**Party**".

The terms and conditions of this Agreement shall govern exclusively the Service to be provided by Voucherify under any Order submitted by Customer and accepted by Voucherify, as though the provisions of this Agreement were set forth in their entirety within such Order and so that each Order and this Agreement shall be considered one, fully integrated document and agreement. Standard business conditions and/or general terms and conditions of the Customer do not apply, regardless of whether or not Voucherify has expressly objected to them in a particular case.

1. DEFINITIONS

Capitalized terms used herein have the meaning ascribed below, or where such terms are first used, as applicable.

- **Content** shall mean information delivered, treated, or transferred by Customer through or on Voucherify.
- **Custom Plan** shall mean a Plan based on an individual negotiation between Voucherify and Customer.
- **Effective Date** shall mean the day on which the services are made available to Customer for the first time.
- **Free Plan** shall mean a Plan according to predefined characteristics on Voucherify's website with limits specified on a pricing page (www.voucherify.io/pricing).
- **Order** shall mean Customer's offer to Voucherify to subscribe to its Services.
- **Payment Source** shall mean credit card, debit, or other payment systems, such as PayPal.
- **Plan** shall mean a scheme of subscription to Voucherify's services.
- **Service** shall mean functionalities provided through Voucherify's product Voucherify, as further specified on www.voucherify.io, however not including the Voucherify blog hosted on www.voucherify.io/blog.
- **Service Period** shall mean a limited and periodical time frame for Parties' performance of duties under this Agreement.
- **Service Unit** shall mean any quantifiable duty of the Parties under this Agreement.
- **Standard Plan** shall mean a Plan according to predefined characteristics on Voucherify's website.
- **Substantial deviation** is any deviation that negatively impacts the Customer's access to or use of the Service unless such negative impact is only minor.

2. USE OF SERVICES

- 2.1. Use of Service requires the placement of an Order and its acceptance by Voucherify. The Order can be placed under a Free Plan, a Standard Plan, or a Custom Plan. The Order is an offer to engage in a contract. An Order for a Free Plan and a Standard Plan is accepted by Voucherify by making available the Services to the Customer. Subject to the following sentence an Order for a Custom Plan is accepted by Voucherify through confirmation by two representatives of Voucherify. During the subscription activity Customers using a Standard Plan or a Custom Plan may activate some additional upgrades to their

Plan not included in the initial Order (e.g. purchase of additional batches of API calls or other Services) using the Voucherify Dashboard:

- a) in the case of a Standard Plan - under conditions and within the limits specified on a pricing page (www.voucherify.io/pricing);
 - b) in the case of a Custom Plan - under conditions and within the limits specified in the initial Order.
- 2.2. The Customer is responsible for the accuracy of the information necessary for the placement of the Order. Any access-data remains reserved for use by the Customer according to its Order. In case of loss or misuse of access-data or reasonable suspicion thereof, the Customer reports the event or suspicion within one business day to Voucherify under terms@voucherify.io.
- 2.3. Every Standard Plan starts with a cost-free period of 30 days after registration („**Free Subscription** “). The period of a Free Subscription can be extended by the Customer by placing the Order under a Free Plan - additional terms, conditions, and limitations shall apply. The Customer may only once enjoy a Free Subscription. In case the Customer registers for more than one Free Subscription, Voucherify has the right to delete the Customer's accounts. As the Free Subscription expires Customer's subscription continues according to its placed Order and after receiving by Voucherify an additional user consent in that regard through the Voucherify Dashboard.
- 2.4. At any time Voucherify may terminate the Free Plan notifying the Customer via given e-mail or through the Voucherify Dashboard and such termination shall be effective at the end of the next month following the month in which the termination is made.
- 2.5. Unconsumed Service Units of a Service Period are not transferred to the following Service Period. The unconsumed Service Units do not entitle Customer to restitution of payment or any rebate.

3. TECHNICAL REQUIREMENTS AND SUPPORT

- 3.1. The use of Voucherify's Service is subject to technical details and conditions specified on Voucherify's website ("**Technical Requirements**" specified on <https://docs.voucherify.io/docs>).
- 3.2. The Customer is solely responsible for the fulfillment of the Technical Requirements; Voucherify does not owe and/or provide any consultancy services in connection therewith if not otherwise explicitly agreed with Voucherify.

- 3.3. The use of the Service may differ depending on the hardware and/or software used by the Customer.
- 3.4. Voucherify provides support for the Service according to the Order and as specified under in the Voucherify Service Level Statement For Voucherify specified on www.voucherify.io/legal/service-level-statement or in the separate document dedicated for and signed in connection with the Custom Plan. Support services will be delivered to the Customer remotely, electronically, through the Internet, and when applicable, depending on the respective subscription, via telephone. For the avoidance of doubt, support services are not delivered in person at the Customer's facilities.

4. PRICES AND PAYMENT

- 4.1. Voucherify bills within five bank working days after the beginning of a Service Period.
- 4.2. The price for Standard Plans is set in the respective current price list, available on voucherify.io. Changes in the price lists are notified to the Customer with a notice not later than three working days until the end of a month and shall apply after the month following the month in which the notice was made. Voucherify shall be entitled to change the price list of the Standard Plan and Custom Plan from time to time. In the event of a change in the price list, Voucherify shall inform the Customer of the changes by the information available on voucherify.io (in the Voucherify Dashboard) or by e-mail. If the Standard Plan or Custom Plan are amended in accordance with the preceding sentence, the Customer will be entitled to the rights set out in section 5.6. below.
- 4.3. Customer under the Standard Plan is required to provide Voucherify with billing and account information for a Payment Source for which Customer is authorized to approve charges to allow Voucherify to collect payment from the Customer for its Order. The Customer authorizes Voucherify to automatically and immediately bill the Payment Source when payments for Service Periods are due. The Customer shall only be allowed to raise an objection to a bill within 30 days starting from the day the billing was made. If no objection was raised, Voucherify's billing is deemed accepted by the Customer.
- 4.4. The stated prices are net prices exclusive of any applicable sales, use, value-added and excise taxes levied upon the delivery or use of the taxable components, if any, of the Customer's subscription (collectively, "**Taxes**"). Taxes do not include any taxes on the net income of Voucherify or any of its Affiliates. The Customer will

pay and be solely responsible for all Taxes. If the Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of the Service, the Customer shall increase the sum paid to Voucherify by an amount necessary for the total payment to Voucherify equal to the amount originally invoiced.

5. TERMINATION AND CANCELLATION

- 5.1. The term of the Service is determined by the chosen Plan. Plans are automatically renewed at the end of their Service period for another period (e.g. another month/year).
- 5.2. The Customer may terminate the Agreement notifying Voucherify via e-mail under support@voucherify.io or through the Voucherify Dashboard with a notice of three working days effective at the end of a subscription period. Voucherify may terminate the Agreement notifying the Customer via given e-mail or through the Voucherify Dashboard and such termination shall be effective at the end of a next subscription period following the period in which the termination is made.
- 5.3. The Customer of the Standard Plan may switch to a cheaper subscription Standard Plan or a Free Plan notifying Voucherify via e-mail under support@voucherify.io or through the Voucherify Dashboard with a notice of three working days until the end of a current subscription period. Payments already made for the subscription will not be refunded. Instead, Voucherify will use the credit to deduct payments for further uses within the cheaper plan. In the event of a switch to a Free Plan, the deduction described in the previous sentence shall not apply and switching to the Free Plan is effective from the beginning of the next billing cycle after the billing cycle in which all the credits have been used. If Customer of the Free Plan or Standard Plan switched to a more expensive subscription Standard Plan, the return to a cheaper subscription will be effective at the end of the next subscription period following the period in which the switch is made.
- 5.4. The right of termination for cause and without notice remains unaffected for Voucherify only. A good cause for termination shall include, but shall not be limited to, any of the following events:
 - a) The Customer fails to comply with any applicable legal provisions;
 - b) The Customer fails to comply with any terms of this Agreement, in particular in case of any infringement of Voucherify's intellectual property rights, (exceeding the scope of the Licence);

c) The Customer fails to pay the fees for his subscription.

- 5.5. After the Customer has terminated the Agreement and canceled the account, Voucherify will not provide any stored data in the account. Voucherify will delete any data of the Customer after the expiry of 12 months after the Customer has canceled his registration.
- 5.6. If the Customer does not accept the changes made to the price list of the Standard Plan or the Custom Plan, the Customer set out in section 4.2. above, the Customer shall be entitled to terminate the Agreement within 30 days of receipt of information about such changes with a two-week notice effective at the end of a calendar month. Failure to exercise the right to terminate and within the period indicated in the previous sentence shall be deemed acceptance of such changes, which shall enter into force upon expiry of this 30-day period for termination. If the Customer terminates the Agreement on the basis of the right granted in this provision, the existing price list of the Standard Plan or Custom Plan shall apply to the Customer until dissolution of the Agreement. However, the Customer shall not be entitled to terminate the Agreement in the case of changes to the price list of the Standard Plan or Custom Plan which do not adversely affect the situation of the Customer or which derive from a change in mandatory legal provisions or as a result of a decision imposed by a public administration authority. For the avoidance of doubt, changes to the price list do not require an amendment to the submitted Order or this Agreement in order to be effective or valid.
- 5.7. Upon the expiration or termination of this Agreement, (i) Customer shall have no further rights under any affected subscription(s); and (ii) any payment obligations accrued under Section 4 and 5, as well as the duties of Sections 7, 8, 9, 10, 11 and 12 of this Agreement will survive such expiration or termination.
- 5.8. Notwithstanding the rights set out above, Voucherify reserves the right to suspend the provision of the Services covered by this Agreement or Order, in particular in the event that the Customer is in arrears with any payments to it for more than 9 days or in the event of a possible infringement of Voucherify's intellectual property rights or a violation of any of the rules for the use of the solution made available under this Agreement.

6. PROHIBITED USE

- 6.1. Customer shall act according to the destined functions of the Service. Any inappropriate or illegal use, manipulation, or change of the Service is prohibited. It

is particularly forbidden to use the Service to distribute illegal Content and/or Content that infringes third parties' rights, in particular but not limited to:

- a) Customer fails to comply with any applicable legal provisions;
- b) Customer fails to comply with any terms of this Agreement;
- c) Customer fails to pay the fees for the ordered Services.
- d) Content that affects or infringes the rights of third parties or that is covered by copyrights, unless the Customer owns the respective copyright or has the permission of the copyright owner.

6.2. Customer shall not use Service in violation of applicable Privacy Law.

6.3. Furthermore it is forbidden to use temporary e-mail addresses or to create multiple accounts for disruptive or abusive purposes.

6.4. Voucherify reserves the right to delete any infringing Content according to this Section, terminate the Services and/or suspend accounts of Customer violating this Agreement, in particular this Section.

7. SERVICE LEVEL AND WARRANTIES

7.1 Voucherify delivers the Service as specified under the website on the Effective Date and in its Service Level Statement in its version of the Effective date, while the latter of both shall prevail in case of contradicting statements (the "**Service Level**").

7.2. Voucherify may update or modify the Service.

7.3 The Parties agree that only substantial deviation from the Service Level entitles to other remedies than re-performance of the Service by Voucherify. Updates or modifications of the Service do entitle Customer only to withdraw from the Agreement. The "substantial deviation" shall mean Software availability at a level of less than 89% in a month of the term of agreement concluded by the Parties.

7.4. Customer has no remedies to the extent Voucherify: (i) fails to conform with this warranty as a result of Customer's modifications or Customer's use with any third party hardware or software; or (ii) Voucherify is used for an unintended purpose, is used other than in accordance with its published documentation or specifications, or is otherwise used in breach of this Agreement.

- 7.5. Customer's rights in case of deviation from the Service Level are limited to a period of twelve (12) months and the period shall begin on the date the Service is provided. Any claim for damages is subject to the limitations set forth under Section 8 of this Agreement.
- 7.6. Each Party represents and warrants to the other Party that: (i) it has the full power and authority to enter into this Agreement and to carry out its obligations under them; and (ii) it has complied, and will in the future comply, with all applicable laws, rules and regulations in connection with the execution, delivery and performance of this Agreement.
- 7.7. Customer is solely responsible for its Content and for payments of all fees and licences related hereto, such as royalty payments to any collecting societies. In particular Customer represents and warrants that any material, data, images, photos, videos, music and other Content submitted or otherwise transferred or published via Voucherify Website or the use of the Service does not infringe third party rights or any applicable law and does not consist of or include Content according to Section 6 hereof.
- 7.8. Voucherify has no ability to and does not control or monitor any of the Content. Voucherify is not responsible or liable for the availability, accuracy, completeness, freshness and legality of the Content.

8. LIMITATION OF VOUCHERIFY LIABILITY

- 8.1. Subject to the limitations below, Voucherify will not be liable for any damages under this Agreement unless caused intentionally or by gross negligence by Voucherify, its legal representatives or senior executives.
- 8.2. Without prejudice to Section 8.4, Voucherify's maximum aggregate liability for all and any claims relating to the Agreement or any Order, whether for breach of contract, non-performance or improper performance of obligation hereunder and whether contractual or in tort, will be limited to the amount of the remuneration paid by the Customer to Voucherify for Services during preceding 12 (twelve) months.
- 8.3. Without prejudice to Section 8.4, Voucherify's liability for lost profits (lucrum cessans) is hereby excluded.
- 8.4. The liability for intentional breach is not subject to any limitation.

- 8.5. If the liability of Voucherify is excluded or limited, this also applies to the personal liability of its employees, representatives, and agents.

9. INDEMNIFICATION BY CUSTOMER

- 9.1. Customer will indemnify, defend, and hold harmless Voucherify and its officers, directors, employees for any and all claims, suits, litigation, causes of action, losses, damages, expenses, costs (including court costs and attorneys' fees) and liabilities ("**Losses**") that arise out of, or in connection with, (i) Customer's use of Service; (ii) any breach by Customer of any warranty defined in Section 7; (iii) any claim that Customer's Content caused damage to a third party.
- 9.2. In cases of an aforementioned enforcement of claims by third parties, Customer will provide Voucherify with all his information that is needed for the examination of the claim and for the defense against it. Customer provides the information immediately, truthfully, and completely.
- 9.3. The regulation of liability of a Customer or his obligation of indemnification shall apply to the same extent in the event of an act of his sub-account Customer.

10. INFRINGEMENT CLAIMS

- 10.1. Voucherify will, at its expense: (i) defend, or at its option settle, any claim brought against Customer by an unaffiliated third party alleging that Customer's use, during the applicable subscription term, of Services infringed such party's patent registered in the European Union, or any copyright or trademark of such party enforceable in the jurisdiction of Customer's use of the Services, or made unlawful use of such Party's trade secret (each, an "**Infringement Claim**") and (ii) indemnify Customer against and pay (1) any settlement of such Infringement Claim consented to by Voucherify or (2) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim, if Customer's use of the Services is compliant with the terms and conditions of this Agreement.
- 10.2. Voucherify will have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (i) Customer's use of Services in a country that is not a contracting state to the Patent Cooperation Treaty; (ii) the failure of Customer to use, within thirty (30) days of Customer's receipt of notice from Voucherify regarding the availability of such update and that such update addresses an infringement issue, an update of the Services that

would have avoided the Infringement Claim; (iii) a modification of the Services that is not performed by or on behalf of Voucherify; (iv) the combination, operation, or use of the Services with any other products, services or equipment not provided by Voucherify or branded as Voucherify products or services, where there would be no Infringement Claim but for such combination; (v) use of the applicable Service other than in accordance with this Agreement; (vi) damages attributable to the value of the use of any non-Voucherify product or service or (vii) any third party open source software.

10.3. If the Service is, or in Voucherify's reasonable opinion is likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, Voucherify may, at its expense and option: (i) obtain the right for Customer to continue to use the applicable Service; (ii) modify the applicable Service to make it/them non-infringing, but substantially functionally equivalent; or (iii) in the event that neither (i) or (ii) are, in Voucherify's reasonable judgement, commercially reasonable options, terminate Customer's right to use the applicable Service, and, at Customer's written request, terminate all affected subscriptions and promptly refund to Customer any unused pre-paid fees paid by Customer to Voucherify under such terminated subscription.

10.4 The obligations of Voucherify in this Section 10 are conditioned upon Customer (i) notifying Voucherify promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice will only relieve Voucherify of its obligations under this Section to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice, (ii) giving Voucherify, at Voucherify's expense, reasonable assistance and information requested by Voucherify in connection with the defense and/or settlement of the Infringement Claim and (iii) tendering to Voucherify sole control over the defense and settlement of the Infringement Claim. Customer's counsel will have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer will not, without the prior written consent of Voucherify, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

10.5 The foregoing provisions of this section state the entire liability and obligations of Voucherify, and the exclusive remedy of customer, with respect to any actual or alleged infringement of any patent, copyright, or trademark or other intellectual property right, or misappropriation of any trade secret, by any services.

11. LICENSE AND INTELLECTUAL PROPERTY RIGHTS

- 11.1. Subject to Customer's compliance with the terms and conditions of this Agreement, Voucherify grants Customer a limited non-exclusive, non-transferable license to access and make personal use of the Service including certain software and not to download or modify it, as part or as a whole (the "Voucherify License"). The Voucherify License does not include the right of any resale or other use outside the offered Service. Any commercial use of the Service requires Voucherify's prior written approval. The Voucherify may terminate the Voucherify License granted to Customer with immediate effect upon the notice to the Customer via given e-mail or through the Voucherify Dashboard if: a) there is a significant threat to the functionality, security, integrity, or availability of the Services; b) the Customer or the end-user authorized by the Customer accessing or using the Services to commit an illegal act; c) there is a material breach of the Voucherify Subscription Agreement.
- 11.2. Voucherify does not claim any ownership rights in Content. However by uploading, streaming, emailing or otherwise transmitting any Content to Voucherify, Customer hereby grants Voucherify the non-exclusive, worldwide, royalty-free, sub-licensable right to use, in particular to copy, modify, transmit, store, archive, display and publish the Content for the purpose of providing the Services.
- 11.3. Customer agrees and acknowledges that Customer is not obtaining any intellectual property right in or to the support services, the software or any materials or trademarks, other than the rights of use specifically granted in this Agreement.
- 11.4. Customer agrees that Voucherify may use information of the Customer provided by him (i.e. the name/trademark) for marketing purposes as reference on their website.
- 11.5. Subject to its obligations under Section 12 of this Agreement (Confidential Information), Voucherify will be free to use, irrevocably, in perpetuity and for any purpose, all suggestions, ideas and/or feedback (collectively, "Feedback") provided to by Customer, or its affiliates and their respective employees, contractors or other agents, with respect to the Services. The foregoing grant of rights is made without any duty to account to any of the foregoing persons or entities for the use of such Feedback.

12. CONFIDENTIAL INFORMATION

- 12.1. Both parties acknowledge that, in the course of entering in and performing this Agreement, they may obtain information relating to products (such as goods, services, and software) of the other party, or relating to the parties themselves, which is of a confidential and proprietary nature (“**Confidential Information**”). Confidential Information includes materials and all communications concerning Voucherify’s or Customer’s business and marketing strategies, including but not limited to employee and customer lists, user profiles, project plans, design documents, product strategies and pricing data, research, advertising plans, leads and sources of supply, development activities, design and coding, interfaces with the Software, anything provided by either party to the other in connection with the support services provided under this Agreement, including, without limitation, computer programs, technical drawings, algorithms, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical plans and other information of the parties which by its nature can be reasonably expected to be proprietary and confidential, whether it is presented in oral, printed, written, graphic or photographic or other tangible form (including information received, stored or transmitted electronically) even though specific designation as Confidential Information has not been made. Confidential Information also includes any notes, summaries, analyses of the foregoing that are prepared by the receiving Party.
- 12.2. The Parties shall at all times, both (i) during the term of this Agreement and (ii) thereafter as long as the respective information remains Confidential Information and is not disclosed or becomes public domain according to Section 12.3 below, keep in trust and confidence all Confidential Information of the other Party using commercially reasonable care (but in no event less than the same degree of care that the receiving party uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under this Agreement, nor shall either party disclose any such Confidential Information to third Parties other than affiliates without the other Party’s prior written consent, provided that each Party shall be allowed to disclose Confidential Information of the other Party to the extent that such disclosure is approved in writing by such other Party, or necessary to enforce its rights under this Agreement.
- 12.3. The obligations of confidentiality shall not apply to information which (i) has entered the public domain or is otherwise publicly available, except where such entry or availability is the result of a Party’s breach of this Agreement; (ii) prior to disclosure hereunder was already in the receiving party’s possession without

restriction as evidenced by appropriate documentation; (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information; or (iv) was developed by the receiving Party without any use of any of the Confidential Information as evidenced by appropriate documentation.

12.4. Except as required by law or governmental regulation, neither Party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other Party, except that either Party may disclose the terms of this Agreement to potential investors, potential acquirers, accountants, attorneys and parent organizations pursuant to the terms of a non-disclosure or confidentiality agreement.

12.5. Notwithstanding anything to the contrary herein, each Party may disclose the other Party's Confidential Information in order to comply with applicable law and/or an order from a court or other governmental body of competent jurisdiction, and, in connection with compliance with such an order only, if such Party: (i) unless prohibited by law, gives the other Party prior written notice to such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives the other Party written notice of such disclosure promptly after complying with that order and (ii) fully cooperates with the other Party, at the other Party's cost and expense, in seeking a protective order, or confidential treatment, or taking other measures to oppose or limit such disclosure. Each Party must not release any more of the other Party's Confidential Information than is, in the opinion of its counsel, reasonably necessary to comply with an applicable order.

13. DATA PROTECTION

13.1. As a rule Voucherify does not seek or require, and Customer shall use commercially reasonable efforts not to provide Voucherify with, access to (or the means to access) Customer Personal Data (other than Personal Data relating to Customer personnel that is obtained by Voucherify in the ordinary course of maintaining its business relationship with Customer). If Voucherify is nonetheless granted access to, or acquires the means to access, Customer Personal Data, then (i) Voucherify shall promptly notify Customer that this is the case; and (ii) Voucherify shall promptly and securely return all such Customer Personal Data as are in its possession or under its control to Customer, and Customer and Voucherify shall cooperate to terminate such access. Where Voucherify knows or reasonably suspects that an Information security breach (defined as any known or

reasonably suspected loss, or unauthorized acquisition, disclosure, use or other form of compromise to Customer Personal Data) has affected Customer Personal Data, Voucherify shall promptly notify Customer and reasonably cooperate with Customer, at Customer's expense, in any post-breach investigation or remediation efforts. "Personal Data" means any information relating to an identified or identifiable natural person (or, to the extent that applicable Data Privacy Laws apply to information about legal persons, an identified or identifiable legal person); "Customer Personal Data" means Personal Data owned, licensed, or otherwise controlled by Customer (including data maintained by Customer or Customer's Affiliate(s) on behalf of a third party), but does not include Personal Data relating to Customer personnel that is obtained by Voucherify in the ordinary course of maintaining its business relationship with Customer; and "Data Privacy Law" means a data protection, privacy or confidentiality law or regulation in any relevant jurisdiction, including, without limitation, the Payment Card Industry Data Security Standard, the Health Information Portability and Accountability Act and the European Union Data Protection Directive.

- 13.2. In case Voucherify and Customer agree to processing of Customer Personal Data by Voucherify; such processing is subject to a data processing agreement and the Voucherify's data protection policy available under <https://www.voucherify.io/legal/data-processing-agreement>.

14. MISCELLANEOUS

- 14.1. This Agreement and Customer's Plan is governed by the laws of Poland under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions.
- 14.2. The common courts in Katowice, Poland, have exclusive jurisdiction in respect of all disputes arising out of or in connection with the Agreement.
- 14.3. Should any provision of this Agreement be or become invalid, ineffective or unenforceable as a whole or in part, the validity, effectiveness and enforceability of the remaining provisions is not affected thereby. Any such invalid, ineffective or unenforceable provisions are deemed replaced by such valid, effective and enforceable provision as come closest to the economic intent and purpose as of such invalid, ineffective or unenforceable provisions as regard subject-matter, amount, time, place and extent. The aforesaid applies mutatis mutandis to any gap in this Agreement if any court has confirmed such proceeding.

- 14.4. Each Party acknowledges that it is aware of, understands and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act.
- 14.5 Neither Party may assign rights arising from this Agreement, in whole or in part, without the prior written consent of the other Party, provided that no such consent will be required to assign this Agreement in its entirety to (i) an affiliate that is able to satisfy the obligations of the assignor under this Agreement or (ii) a successor in interest in connection with a merger, acquisition or sale of all or substantially of the assigning party's assets. Subject to the foregoing, this Agreement is binding upon, inure to the benefit of and are enforceable by, the Parties and their respective permitted successors and assigns.
- 14.6. This Agreement, together with any Plan, and the Voucherify Service Level Statement for Voucherify, each of which is hereby incorporated herein by this reference, constitutes the entire agreement between the Parties concerning the subject matter hereof, and it supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. In the event of any conflict between the terms and conditions of any of the foregoing documents, the conflict shall be resolved based on the following order of precedence: (i) a Plan, (ii) this Agreement, and (iii) the Voucherify Service Level Statement for Voucherify. For the avoidance of doubt, the parties hereby expressly acknowledge and agree that if Customer issues any purchase orders or similar documents in connection with its purchase of the subscription, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms. By entering into this Agreement, whether prior to or following receipt of Customer's Order or any similar document, the Parties are hereby expressly showing their intention not to be contractually bound by the contents of any such Order or similar document, which are hereby deemed rejected and extraneous to this Agreement, and Voucherify's performance of this Agreement shall not amount to: (i) an acceptance by conduct of any terms set out or referred to in the purchase order or similar document; (ii) an amendment of this Agreement, nor (iii) an agreement to amend this Agreement. This Agreement shall not be modified except by a subsequently dated, written amendment that expressly amends this Agreement and which is signed on behalf of Voucherify and Customer by their duly authorized representatives.

- 14.7. Except with respect to payment obligations, neither Party will be liable for, or be considered to be in breach of, or in default under, this Agreement, as a result of any cause or condition beyond such Party's reasonable control.
- 14.8. During the subscription and for a period of twelve (12) months following its expiry or earlier, lawful termination, Customer shall not solicit, nor approach in any way, any of Voucherify's employees or contract staff with a view to (i) offering such persons, employment, (ii) soliciting services from them on their own account, (iii) encouraging them to provide their services to a third party rather than Voucherify, or (iv) offering to them the opportunity to perform services colourably similar to the support services. However, the foregoing restriction shall not apply to any employee or former employee that responds (without specific solicitation) to a general solicitation of general circulation, placement agencies, or similar means.
- 14.9. Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.
- 14.10. The relationship of the Parties hereunder shall be that of independent contractors, and nothing herein shall be deemed or construed to create any employment, agency or fiduciary relationship between the Parties. Each party shall be solely responsible for the supervision, direction, control and payment of its personnel, including, without limitation, for taxes, deductions and withholdings, compensation and benefits, and nothing herein will be deemed to result in either Party having an employer-employee relationship with the personnel of the other Party.

For and on behalf of Voucherify

For and on behalf of the Customer

Signature: _____

Signature: _____

Name: Tomasz Pindel

Name: _____

Title: Managing Director

Title: _____

Execution Date: _____

Execution Date: _____

Signature: _____

Name: Michał Sędziewski

Title: Managing Director

Execution Date: _____