

**Date**

# **REDPIN PAYMENTS SERVICES AGREEMENT**

**between Currencies Direct Spain E.D.E., S.L.  
and**

**redpin**

# Index

1. CAPITALIZED TERMS AND INTERPRETATION	3
2. COMMENCEMENT AND DURATION	5
3. CONDITIONS FOR USING THE PRODUCT	5
4. UNDERTAKINGS IN CONNECTION WITH REFERRALS	5
5. OBLIGATIONS OF ABC	6
6. OBLIGATIONS OF CD	7
7. COMMON RIGHTS AND OBLIGATIONS OF THE PARTNER AND CD	7
8. CONDITIONS IN RELATION TO REDPIN PAYMENTS PRODUCT	7
9. FEES AND PAYMENT	7
10. INTELLECTUAL PROPERTY	7
11. TERMINATION	8
12. EVENT OF FORCE MAJEURE	8
13. REPRESENTATIONS AND WARRANTIES	9
14. INDEMNITY AND LIMITATION OF LIABILITY	9
15. CONFIDENTIALITY	9
16. DATA PROTECTION AND SECURITY	10
17. ANTI-BRIBERY	11
18. GOVERNING LAW AND DISPUTE RESOLUTION	11
19. NOTICES	11
20. GENERAL	11
SCHEDULE 1 – REDPIN PAYMENTS SERVICES	12

In , on , this Agreement is entered into

## BY AND AMONG

I. Currencies Direct Spain, E.D.E., S.L., with registered address at Avenida del Mediterráneo, number 341, 04638, Mojácar (Almería) and tax identification number B-04897930 (“CD”).

CD is duly represented in this act by [Mr./Ms.]

in [her/his] condition as .

II. [Name of the company/natural person], [company/natural person’s details] (the “Partner”)] in [her/his] condition as of the Partner.

III. CD and the Partner are collectively referred to herein as the “Parties” and each individually as a “Party”.

## WHEREAS

I. CD is an electronic money institution authorised to provide electronic money, payment services and foreign exchange services in Portugal and/or Spain.

II. The Partner is a [natural person/company] that provides professional services to its clients (the “Partner Clients”) in connection with real estate transactions.

III. CD provides the Redpin Payments Product to facilitate payments in relation to real estate transactions and to make other connected payments and is interested in providing the Redpin Payments Product in connection with transactions in which the Partner is involved on behalf of the Partner Clients.

IV. The Partner is interested in using the Redpin Payments Product in connection with the Partner Clients.

Now, therefore, the Parties agree to enter into this agreement in order to regulate the terms on which the Partner shall promote the Redpin Payments Product among Partner Clients and the rights and obligations of the Parties in connection with the Redpin Payments Product (the “Agreement”), which shall be governed by the following:

# Clauses

## 1. CAPITALIZED TERMS AND INTERPRETATION

(A) Capitalized terms in this Agreement shall have the meaning set forth as follows:

### Business Day

means a day other than a Saturday, Sunday or bank or public holiday in Madrid, Spain.

### CD Materials

means the data, materials, information, equipment and infrastructure used by CD in the provision of the Redpin Payments Product.

### CD Methodologies

means the processes, methodologies and know-how used by CD in the provision of the Redpin Payments Product .

### CD Platform

means CD’s proprietary platform, through which CD’s clients may apply for various foreign currency and payment services or to exchange information with the Partner in accordance with Schedule 1.

### CD Terms and Conditions

means the terms and conditions relating to the electronic money, foreign exchange and payment services to be provided by CD in connection with the Redpin Payments Product as amended, updated or substituted from time to time.

### CD Trademarks

means those trademarks, logos and design rights registered by CD from time to time, including the trademark and logo “Redpin Payments”.

**Commencement Date**

means the date of this Agreement.

**Confidential Information**

means any and all information about a Party which is marked as private or confidential, or which would ordinarily be treated as confidential by an experienced business person, relating to that Party's clients, business, products, pricing, dealings, marketing strategy, finances or trade secrets (including without limitation technical data and know-how) whether provided orally or in writing and regardless of the method of storage.

**Data Protection Law**

means (a) the General Data Protection Regulation, (b) the Spanish Basic Law 3/2018 on Personal Data Protection, (c) Articles 7 and 8 of the Charter of Fundamental Rights of the European Union, (d) Article 8 of the European Convention on Human Rights, and (e) any other applicable data protection and privacy Laws in any jurisdiction concerning the protection or processing of personal data, the right to privacy, information security, and the obligation to provide data breach notifications, and including all subordinate legislation, regulations, guidance and codes of practice issued by competent supervisory authorities such as the Spanish Data Protection Authority or the European Data Protection Board.

**Force Majeure**

means the occurrence of any event that is beyond the reasonable control of the affected Party, provided that the affected Party is without fault in causing or failing to prevent such occurrence. and the impact of such occurrence on the affected Party could not have been avoided by reasonable precautions or by the use of commercially reasonable alternative resources.

**Further Term**

means each successive period of one (1) year, the first commencing at the end of the Initial Term.

**Good Industry Practice**

means the degree of care, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the provision of financial services.

**Group Company**

means, in relation to a Party, each person that controls, is controlled by or is under common control with that Party from time to time, where "control" means, in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise, and "controls" and "controlled" shall be construed accordingly.

**Initial Term**

means a period of one (1) year from the date of this Agreement.

**Insolvency Event**

means where a company is unable to pay its debts as they fall due or where the company has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, has an order made or resolution passed for it to be wound up (unless as part of any scheme for solvent reconstruction), or undergoes any similar or equivalent process in any jurisdiction.

**Intellectual Property Rights**

means patents, rights to inventions, copyright and related rights, all exploitation rights, trademarks and service marks, business names and domain names, the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights recognised by applicable intellectual property and other legislation in each case whether registered or unregistered which subsist now or in the future anywhere in the world.

**Loss**

means any losses, actions, claims, costs, damages, expenses, liabilities, penalties and interest.

**Partner Client(s)**

means any registered client of the Partner which uses or may use or benefit from the Redpin Payments Product in accordance with the provisions of this Agreement.

**Partner Data**

means all financial data and other data provided by the Partner or the Partner Clients to CD and data collected, generated, or otherwise processed by CD specifically as a result of, or in connection with this Agreement or any use of the Redpin Payments Product .

**Partner Marketing Channels**

means all online and offline marketing channels that the Partner uses to promote the Redpin Payments Product to current and prospective Partner Clients, including via the Partner Website.

**Partner Website**

means the Partner's principal website and all associated microsites and any websites that supersede or replace it, however branded.

**Party(ies)**

means CD, the Partner or both as the case may be.

**Power of Attorney**

means a notarial power of attorney or other third party authorisation issued to the Partner by a Partner Client that allows the Partner to act on behalf of that Partner Client in connection with a Property Sale and execute payments and foreign currency exchanges on its behalf, such power of attorney or third party authorisation to be in the form

agreed by CD.

### **Promotional Guidelines**

means any guidelines agreed by the Parties and updated from time to time by the Authorised Officers which define how the Parties may promote and market their relationship.

### **Property Sale**

means the sale of real estate located in Spain and such other countries as CD may agree from time to time.

### **Redpin Payments Product**

means the payment and foreign currency services to be provided by CD to the Partner and the Partner Clients in accordance with Schedule 1.

### **Regulatory Authority**

means any regulator in any relevant jurisdiction which has the power to regulate the business of CD or the Partner including, as regards CD, the Bank of Spain.

### **Relevant Law**

means any law, legally binding rule or guidance or regulation in Spain (including Data Protection Law and the regulations of the Bank of Spain) or in any other country to the extent it applies to a Party in connection with this Agreement.

### **Term**

means the Initial Term together with each Further Term.

(B) Unless the context otherwise requires:

- (i) references to "this Agreement" means this agreement as modified or amended from time to time by written agreement between the Parties and shall include the Schedules;
- (ii) references to the singular shall include the plural and vice versa;
- (iii) headings are inserted for convenience only and no account shall be taken of headings in construing this Agreement;
- (iv) references to laws, regulations and statutes means those laws, regulations and statutes as amended, consolidated or re-enacted from time to time; and
- (v) references to a "Party" is a reference to a Party to this Agreement and shall include a reference to that Party's successors in title, assignees and transferees (if any).

(C) Capitalised terms used but not defined in this Agreement have the meanings assigned to them in the CD Terms and Conditions.

(D) If any conflict or ambiguity arises between any provision contained in this Agreement and any provision

contained in the CD Terms and Conditions, then the provisions of this Agreement shall take priority.

## **2. COMMENCEMENT AND DURATION**

(A) This Agreement shall commence on the Commencement Date and, unless terminated earlier in accordance with this Agreement, continue in full force and effect for the Initial Term.

(B) Upon expiry of the Initial Term, this Agreement shall automatically renew for successive periods of 12 months each (each a "Further Term") and shall continue for each Further Term thereafter unless otherwise terminated in accordance with this Agreement.

## **3. CONDITIONS FOR USE OF THE Redpin Payments Product**

The Partner shall have the right to access and use the Redpin Payments Product under the terms set forth in this Agreement once this Agreement has been executed and the following actions have been completed:

- (i) The Partner and the relevant Partner Clients have been on-boarded as CD clients and have executed or accepted the CD Terms and Conditions; and
- (ii) Each relevant Partner Client has granted the Partner a valid and legally binding Power of Attorney and CD has been provided with a fully executed version of that Power of Attorney.

## **4. UNDERTAKINGS IN CONNECTION WITH PARTNER CLIENTS**

(A) Nothing in this Agreement requires the Partner to use the Redpin Payments Product or guarantees CD any particular volume of introductions from the Partner and nothing in this Agreement will prevent CD from offering the Redpin Payments Product or any other service to any other person.

(B) The Partner agrees that CD is under no obligation to accept any Partner Client as a client of CD and acknowledges that CD only accepts clients subject to its own on-boarding criteria, which may change from time to time to reflect changes in Relevant Law and otherwise.

(C) The Partner acknowledges that fraud is a significant risk in the real estate sector and undertakes to screen all Partner Clients for indications that they may be involved in fraud whether as victims or perpetrators and shall verify all personal, account and payee details uploaded or used by it in connection with the Redpin Payments Product to ensure they are genuine and have not been substituted with fraudulent details. The Partner undertakes not to transfer funds via the Redpin Payments Product (and to promptly notify the relevant

Partner Clients) in circumstances where it has received a fraud warning indicating a problem with that payment or a “confirmation of payee” notice indicating that the payee details it has provided are or may be incorrect. The Partner further acknowledges that it is usually impossible for CD to cancel or recall a payment once initiated via the Redpin Payments Product or otherwise.

## 5. OBLIGATIONS OF THE PARTNER

(A) The Partner, when using the Redpin Payments Product, shall comply with the following obligations and each other obligation set-out in this Agreement:

- (i) comply with, and use reasonable endeavours to ensure that Partner Clients comply with, the CD Terms and Conditions;
- (ii) ensure that a valid and legally binding Power of Attorney issued by each Partner Client is in place throughout the duration of each transaction carried out by or on behalf of that Partner Client authorising that transaction to be carried out via the Redpin Payments Product and shall not amend or substitute that Power of Attorney without CD's prior written consent or attempt to use any other form of authorisation in place of the Power of Attorney;
- (iii) use the Redpin Payments Product only in connection with Property Sales and in accordance with Relevant Law and the terms of the applicable Power of Attorney granted to it;
- (iv) shall not use the Redpin Payments Product to authorise or make any payment to itself (other than a fee for its services as previously agreed by the relevant Partner Client), shall not mix any of its own funds with those of Partner Clients (provided that Partner Client funds may be kept on a segregated basis within a Collection Account) and shall not refer to or market any Collection Account as a client money account;
- (v) comply with the rules and best practice of any professional or other governing body to which it is subject when using the Redpin Payments Product;
- (vi) ensure that all personal data, customer details, payee and account details and all other information supplied by the Partner to CD or uploaded or used by it in connection with the Redpin Payments Product are complete and accurate; and
- (vii) notify CD immediately if it identifies or reasonably suspects any Partner Client as being potentially involved in fraud or other illegal activity whether as a victim or a perpetrator.

(B) The Partner shall:

- (i) carry out any marketing of CD and the Redpin Payments Product in accordance with the Promotional Guidelines and Relevant Law and shall not use or publish any marketing or client communications referring to CD, or refer to CD on the Partner Website, other than in accordance with the Promotional Guidelines;
- (ii) ensure that it has obtained all consents and licences, including from the relevant Partner Clients where use of the Redpin Payments Product is proposed, to the extent necessary to allow access to and use of the Redpin Payments Product;
- (iii) maintain and prominently display an accurate privacy notice which informs the Partner Clients about its relationship with CD, the sharing of client personal data with CD, the rights that data subjects have in connection with that personal data and the ability to file a request or claim with the relevant data protection authority;
- (iv) ensure that the Partner Website (and any links on it to the CD website) does not feature any harmful material and is free of viruses and malware of a type that would make it unsafe for the Partner Clients to access;
- (v) ensure that neither the Partner Website nor any of the Partner Marketing Channels or other the Partner communications or promotions contain any material likely to bring CD or the Redpin Payments Product into disrepute;
- (vi) ensure that all passwords and security credentials issued to it in connection with the Redpin Payments Product are stored securely and only issued to its personnel (“users”) who are authorised and trained to access the Redpin Payments Product and who are bound by appropriate confidentiality undertakings and shall be responsible for ensuring that all users access and use the Redpin Payments Product in compliance with the requirements of this Agreement;
- (vii) notify the Partner immediately upon becoming aware of any breach of security or privacy protocols in relation to the Redpin Payments Product or any Partner Client using the Redpin Payments Product;
- (viii) not make any representations or promises about CD or the Redpin Payments Product (or about any CD Group Company) to any third party other than as permitted under the Promotional Guidelines;
- (ix) promptly assist CD upon request with confirming the good standing of any Partner Client or otherwise on-boarding that the Partner Client; and

(x) not permit any other provider of foreign currency services to have a link to their website on the Partner Website for a period ending on the third anniversary of the Commencement Date and shall not refer any of its clients or introduce any leads to any provider of foreign currency services other than CD during that period.

## 6. OBLIGATIONS OF CD

CD, as provider of the Redpin Payments Product, shall comply with the following obligations and any other obligations set-out elsewhere in this Agreement:

(A) ensure that the CD Platform and Redpin Payments Product are free of viruses and malware of a type that would make them unsafe for the Partner Clients to use; and

(B) shall provide the Partner with marketing information and details about the Redpin Payments Product in order to assist the Partner in marketing the Redpin Payments Product.

## 7. COMMON OBLIGATIONS OF THE PARTNER AND CD

(A) The Partner and CD shall each:

(i) co-operate (and ensure that its employees and contractors co-operate) with the other Party in relation to the use of the CD Platform and Redpin Payments Product;

(ii) promptly notify the other Party if it becomes aware of any breach of Relevant Law regarding any Partner Client;

(iii) act in good faith towards each other in connection with this Agreement; and

(iv) not pass itself off as being the other Party or as being a Group Company of the other Party or present itself as being in a joint venture with, or as a partner, or endorsee of, the other Party (other than as permitted under the Promotional Guidelines) or represent itself as being a regulated entity if it is not or as authorised to bind the other Party.

## 8. UNDERTAKINGS IN RELATION TO Redpin Payments Product

(A) CD will use necessary skill and care to ensure that the Redpin Payments Product operates in accordance with standards generally accepted in the financial services sector.

(B) CD does not guarantee that the use of the Redpin Payments Product by the Partner will be uninterrupted

or error-free, that the information obtained by the Partner through the CD Platform will meet the Partner's requirements or that the Redpin Payments Platform will interoperate with any of the Partner's systems.

(C) The Partner agrees that CD may from time to time suspend, change or terminate all or part of the CD Platform or the Redpin Payments Product as a consequence of a breach of this Agreement or to protect the operability, legality or security of the Redpin Payments Product with immediate effect, with or without notice. Wherever possible, CD will notify the Partner before any such suspension, change or termination. If the Partner objects to a change made in circumstances where that change has a material adverse effect on the Partner's access to or use of the Redpin Payments Product, the Partner may serve 30 days prior written notice of termination of this Agreement on CD.

(D) In addition, CD may cancel any transaction carried out using the Redpin Payments Product and withdraw access to those services at any time without notice if it reasonably suspects that the transaction is affected by fraud or criminal activity, if an appropriate Power of Attorney is not in place, if the Partner is otherwise in breach of any term of this Agreement, in order to prevent harm to a third party or in circumstances where currency markets are (in CD's reasonable opinion) exceptionally volatile.

## 9. FEES

CD reserves the right to charge fees to the Partner and/or the Partner Clients for access to the Redpin Payments Product, such fees to be notified to the Partner in writing from time to time and to take effect in accordance with that notice.

## 10. INTELLECTUAL PROPERTY

(A) Each of the Parties agrees that all right, title and ownership of all Intellectual Property Rights relating to CD Materials and CD Methodologies shall at all times remain the sole property of CD. The Partner agrees that except as otherwise set out in this Agreement, it has no Intellectual Property Rights in the CD Materials or CD Methodologies and agrees not to attempt to copy, modify, reconstruct or reverse-engineer any CD Materials or CD Methodologies and agrees that all CD Materials and CD Methodologies represent Confidential Information.

(B) CD hereby grants the Partner a limited, non-exclusive, non-sublicensable, non-transferable, revocable licence (which shall terminate automatically on the expiry or termination of this Agreement) to:

(i) use the CD Materials in order to use and/or promote the Redpin Payments Product; and

(ii) display the CD Trademarks strictly in accordance with the Promotional Guidelines and subject always to prior written approval of CD, for the purposes of:

- (a) promoting the Redpin Payments Product to the Partner Clients via the Partner Website and other the Partner Marketing Channels; and
- (b) promoting the business relationship between the Partner and CD during the Term;

provided that the Partner shall not attempt to register (or permit any of its affiliates to register) any CD Trademarks, or any marks or logos similar to them, in its own name or that of an affiliate or purport to offer services similar to or based on the Redpin Payments Product anywhere in the world.

(C) If the Partner wishes to permit any other third party (such as an intermediary, joint venture partner, or third-party supplier) to use the CD Materials or CD Methodologies, it must first obtain CD's prior written consent (which, if granted, may be conditional on the agreement of separate terms governing such use).

## 11. TERMINATION

### (A) Early termination

(i) Either Party may terminate this Agreement for convenience on or after the expiry of the Initial Term or any Further Term, by giving at least 60 days' prior written notice to the other Party prior to the expiry of the Initial Term or that Further Term. Either Party may terminate this Agreement with immediate effect at any time by written notice to the other Party if:

- (a) the other Party commits a material breach of any term of this Agreement (other than as referred to in Clause 11.(A)(i)(c)) and such breach is irremediable, or, if such breach is remediable, fails to remedy that breach within a period of twenty-one (21) days after being notified of the breach in writing;
- (b) the other Party breaches a representation or warranty contained in this Agreement and the circumstances giving rise to that breach are not rectified within twenty-one (21) days of the other Party being notified of the breach in writing;
- (c) the other Party breaches any Relevant Law in any material respect in connection with this Agreement or the Redpin Payments Product and fails to remedy that breach within seven days of the breach occurring;

(d) the other Party suffers an Insolvency Event;

(e) any event giving rise to termination under Clause 8 occurs; or

(f) it becomes illegal for CD to provide the Redpin Payments Product due to a change in Relevant Law.

(ii) The termination of the relationship between the Partner and a Partner Client will not automatically result in the termination of this Agreement unless there is a cause for its early termination in accordance with this Clause 11.

(iii) The termination or expiry of this Agreement will not cause the automatic termination of the CD Terms and Conditions in effect between CD, the Partner and the Partner Clients, respectively, which will continue in force unless terminated in accordance with their terms.

### (B) Termination without prejudice to other rights

Termination of this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach (if any) giving rise to termination.

### (C) Consequences of Termination

Notwithstanding any termination or expiry of this Agreement, Clauses 14 and 15 shall continue to have effect in accordance with their terms and Clause 16 shall continue to have effect as long as CD retains any Partner Clients' Data.

## 12. EVENT OF FORCE MAJEURE

(A) Neither Party shall be liable to the other for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

(B) If either Party is delayed or prevented from performing its obligations due to an event of Force Majeure, that Party shall:

- (i) give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date of the event, the cause of the event and its estimated duration and any proposed action to be taken to overcome the effect of the event of Force Majeure;
- (ii) use all reasonable endeavours to mitigate the effects of the event of Force Majeure upon the performance of its obligations under this Agreement; and
- (iii) resume performance of its obligations as soon as reasonably possible.

(C) If the event of Force Majeure persists for a continuous period of twenty-eight (28) days or more, either Party may give seven (7) days prior written notice to the other to terminate the affected Redpin Payments Product transaction or this Agreement.

### **13. REPRESENTATIONS AND WARRANTIES**

Each Party hereby represents and warrants to the other party on the Commencement Date and on each date that a payment is made by the Partner via the Redpin Payments Product that:

- (i) it is a company duly incorporated with limited liability in Spain;
- (ii) it has all necessary licences, permits, approvals and consents to enter into this Agreement and perform its obligations under this Agreement; and
- (iii) this Agreement, when executed, is binding and enforceable against it.

### **14. INDEMNITY AND LIMITATION OF LIABILITY**

(A) Each Party agrees to indemnify the other Party on demand for all Losses suffered by the other Party as a result of a breach by the first Party of any term of this Agreement or of termination of this Agreement by the other Party under Clause 11.(A)(i) (a) to (d), provided that all consequential loss and loss of profit are excluded from this indemnity and the maximum, aggregate amount that may be claimed by either Party in respect of all claims under this indemnity is EUR 70,000.

(B) As a separate indemnity, the Partner expressly agrees to indemnify CD on demand for all Losses suffered by CD as a result of (i) any action taken by CD under Clause 8 (D), (ii) any breach of Clause 5 (A) (ii) and any failure by the Partner to observe the terms of a Power of Attorney and (iii) any breach by the Partner of its obligations under Clause 4 (C) and (iv) the making of any payment in connection with the Redpin Payments Product which turns out to be unauthorised, incorrect or fraudulent in situations where the instructions, payee details or other information provided to CD, or uploaded, by the Partner or by the Partner Client were incorrect.

(C) CD shall not be liable for any damages suffered by the Partner or the Partner Clients as a consequence of:

- (i) the CD Platform not being used in accordance with CD's express instructions or as indicated on the CD Platform;
- (ii) the CD Platform being used in conjunction with any other third party websites or browsers other than those accepted and supported by the CD

Platform;

(iii) any error or an interruption, suspension or other unavailability of the Redpin Payments Product caused by events or circumstances beyond CD's reasonable control; or

(iv) a modification of the CD Platform or the Redpin Payments Product by any person outside CD.

(D) CD shall not be responsible or liable for any Loss resulting from a breach by the Partner of this Agreement or a breach by the Partner or any Partner Client of the CD Terms and Conditions.

### **15. CONFIDENTIALITY**

(A) Each Party shall treat all Confidential Information as strictly confidential, shall use Confidential Information only in connection with this Agreement and the Redpin Payments Product and shall not disclose Confidential Information to any person other than as allowed by this Agreement.

(B) A Party may disclose Confidential Information:

- (i) if and to the extent required by Relevant Law or by administrative or court order or on the request or order of any Regulatory Authority;
- (ii) under conditions of confidentiality to its professional advisers, auditors, bankers, investors and Group Companies;
- (iii) if such Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
- (iv) with the prior written approval of the other Party.

(C) Each Party confirms that, notwithstanding the confidentiality obligations contained in Clause 15.(B), either Party may mention that it has a relationship with the other Party at industry events and for marketing purposes and may raise awareness of the other Party and their respective relationship in relevant trade press, subject in all cases to compliance with the Promotional Guidelines.

(D) Each Party agrees to return the other Party's Confidential Information to it promptly upon termination of this Agreement for any reason or upon request or, if the other Party so requests, to delete or anonymise that Confidential Information.

(E) The obligations contained in this clause shall survive any termination of this Agreement for any reason for a period of five years and shall apply in perpetuity as regards any trade secrets comprised in the Confidential Information.

## 16. DATA PROTECTION AND SECURITY

(A) In this Clause, the following terms shall have the following meanings: "controller", "processor", "data subject", "personal data" and "processing" (and "process") shall have the meanings given in Data Protection Law.

(B) Each Party may disclose customer personal data comprised in the Partner Data or otherwise (the "Data") to the other Party in order to perform its obligations under this Agreement and use the Redpin Payments Product, to maintain appropriate business records, to comply with Data Protection Law and for all other lawful purposes (the "Permitted Purposes").

(C) The Parties acknowledge that each Party is an independent controller of the Data and that each Party will process the Data only for the Permitted Purposes. In no event will the Parties process the Data as joint data controllers.

(D) Each Party shall be individually responsible for complying with all provisions of Data Protection Law that apply to it as a data controller insofar as the same relates to the provisions and obligations of this Agreement. In particular (and without limitation):

(i) e The Parties shall only share Data using secure methods and shall ensure that appropriate consents or other lawful bases are in place to allow such sharing in accordance with Data Protection Law; and

(ii) Having regard to the state of technological development and the cost of implementing such measures, the Parties shall have in place appropriate technical and organisational security measures in order to:

- (a) prevent unauthorised or unlawful processing of the Data;
- (b) prevent the accidental loss or destruction of, or damage to, the Data; and
- (c) provide a level of security appropriate to the nature of the Data to ensure such Data is protected from any unauthorised or unlawful processing or accidental loss, destruction or damage.

(E) Each Party shall promptly notify the other Party of:

(i) any breach of Data Protection Law concerning the Data, any unauthorised or unlawful processing, use of, access to or theft of the Data and any loss of, damage to or destruction of the Data including any disclosure or accidental or unauthorised access

made by their personnel or any other person; and

(ii) any complaint, notice or written third party communication received by it which relates directly or indirectly to the processing of the Data or to its compliance with Data Protection Law in relation to the Redpin Payments Product.

(F) Each Party agrees to provide reasonable assistance as is necessary to enable the other Party to comply lawfully with requests or complaints from data subjects in relation to the Data and to respond to requests or instructions issued by any Regulatory Authority in connection with any Data.

(G) Each Party agrees to assist the other party in making any notifications to the data subjects concerned and/or the relevant Regulatory Authorities regarding any breach of Data Protection Law.

(H) Each Party shall keep records of consents and lawful bases for processing obtained or used in connection with the sharing or processing of Data and of all data subject requests in relation to any Data.

(I) The Parties agree that processing of the Data is necessary for purposes including the management of the contractual relationships between the Parties and the Partner Clients in connection with the Redpin Payments Product and to assist the Parties in complying with their legal obligations. The lawful basis for processing shall include: (i) the Parties' respective legitimate business interests and (ii) compliance with legal obligations. If any recipient of Data is located outside the European Economic Area, the Parties undertake to adopt the necessary safeguards to ensure an adequate level protection in accordance with applicable Data Protection Law.

(J) Data may be processed by the Parties throughout the Term and thereafter for up to 10 years, or such longer period as may be required by law, for the sole purpose of complying with any Data Protection Laws.

## 17. ANTI-BRIBERY

Each Party undertakes not to engage (and undertakes to procure that none of its directors, contractors or employees engage) in any activity, practice or conduct which would constitute an offence under the Spanish Criminal Code or under any broadly equivalent laws of any other jurisdiction and undertakes to maintain in place throughout the Term, and to enforce, policies and procedures designed to ensure compliance with that Spanish Criminal Code and those other laws.

## **18. GOVERNING LAW AND DISPUTE RESOLUTION**

(A) This Agreement shall be governed by the common laws of Spain.

(B) If a dispute arises out of or in connection with this Agreement, the Parties shall attempt to resolve such dispute in good faith.

(C) If the Parties fail to resolve a dispute within ten (10) days from the date on which the dispute arose, then the dispute can [be referred to a mediator to facilitate resolution, the costs of which shall be borne equally between the Parties. If the parties do decide to refer the dispute to a mediator but no agreement is reached (or, in case an agreement has been reached, if the agreement does not resolve the dispute as a whole, but only part of it), either Party may commence litigation, which will be subject to the exclusive jurisdiction of the Courts of the city of Madrid.

## **19. NOTICES**

(A) Any notices to be sent by one Party to the other in connection with this Agreement shall be in writing and (i) shall be delivered personally or sent by special delivery post to the addresses of each Party as notified to the other Party from time to time or (ii) may be sent by email to the relevant Authorised Officer to the following addresses designated by the Parties:

(i) Currencies Direct Spain, E.D.E., S.L.

Address

Email

Phone no.

(ii) the Partner: the contact dawta provided in the registration process on the CD Platform.

## **20. GENERAL**

(A) This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed by the Parties.

(B) Nothing in this Agreement is intended to, or shall, operate to create a partnership or joint venture of any kind between CD and the Partner and/or authorise either Party to act in the name or on behalf of, or otherwise to bind, the other Party in any way.

(C) Variations of this Agreement shall not be effective unless recorded in writing and signed by the Parties' authorised signatories.

(D) In the event that any one or more provisions in this Agreement shall for any reason be held to be unenforceable, illegal or otherwise invalid in any respect, such unenforceability, illegality or invalidity shall not affect any other provisions of this Agreement.

(E) Any failure or delay by either Party in enforcing any provision of this Agreement shall not constitute a waiver or affect the right of such Party to require the performance thereof by the other Party.

(F) Neither Party may assign or transfer all or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably refused or delayed.

(G) This Agreement may be entered into in any number of counterparts and on separate counterparts, each of which when so executed and delivered shall be an original and all these counterparts shall together constitute one and the same instrument.

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**THIS AGREEMENT HAS BEEN EXECUTED AND DELIVERED ON THE DATE FIRST STATED ABOVE.**

### **EXECUTED by**

For and on behalf of

CURRENCIES DIRECT SPAIN, E.D.E., S.L.

### **EXECUTED by**

For and on behalf of

# **SCHEDULE 1 – THE Redpin Payments Product**

CD shall provide the following services to the Partner during the Term in accordance with the CD Terms and Conditions and this Services Agreement:

1. make available for the Partner on behalf of each Partner Client, the purchase and redemption of electronic money, the purchase, sale and delivery of currency and money remittance services and, when applicable, the execution of transfers in Euros (the “Orders”) in connection with a Property Sale;
2. make available for the Partner one or more e-wallets in the Partner’s name for the holding of Partner Client funds in connection with a Property Sale (each a “Collection Account”);
3. allow the Partner to use the CD Platform for the Partner to initiate and request the execution of an Order on behalf of the Partner Clients; and
4. enable the Partner and the Partner Clients to use the CD Platform as a communication tool, allowing:
  - the Partner to send invitations to the Partner Clients; and
  - the Partner and the Partner Clients to exchange relevant account and payee details via the CD Platform to facilitate the completion of a Property Sale.

The Redpin Payments Product aims to facilitate (i) the Partner to transfer funds from and to the e-wallets of the Partner Clients and/or the Collection Account as permitted by the relevant Power of Attorney in connection with a Property Sale, or (ii) the Partner and the Partner Clients to use the CD Platform to exchange bank account details for the payment of funds in connection with a Property Sale where payment of the relevant price will be transferred via bank accounts.