

General Terms & Conditions (GTC)

United States & Canada

Last updated: April 2022

Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Merchant Agreement. In the case of any discrepancy or inconsistency between the GTC and the Merchant Agreement, the relevant provision under the GTC shall control unless specifically stated otherwise.

1. Reservation and Activation

In order to provide the Shopping Solutions, Klarna grants the Merchant access to Klarna's business transaction system (**Merchant Portal**). Provided that a shopper uses the Shopping Solutions in connection with a purchase in the Store, a credit query for the shopper is sent to Klarna. Klarna will then perform an assessment of the transaction and the shopper, e.g. in relation to the Customer's creditworthiness. If the assessment of the transaction is acceptable to Klarna, Klarna agrees to allow the shopper (hereinafter referred to as **Customer**) to pay its purchases via the Shopping Solutions. A reservation for the respective amount is then made in the Merchant Portal. For each reservation, Klarna retains the applicable fixed fee set out in the Merchant Agreement. The Merchant acknowledges that where the Customer makes a purchase from the Merchant and uses a Shopping Solution to pay for the purchase (**Claim**), Klarna as the owner of the Claim has the sole right to receive payment from the Customer, or the applicable Third Party Payment Option Provider, and thereby fully assumes all credit risk related to Customer non-payment in relation to that purchase. To the extent the Merchant retains any right to receive payment in respect of a Claim, the Merchant acknowledges and agrees that such right shall be exclusively exercised by Klarna subject to the terms and conditions set out in this Agreement. The Merchant has the right to receive payment from Klarna for a Claim in accordance with the terms of the Merchant Agreement as of the time of dispatch/shipment of goods or performance of services by the Merchant (**Activation**). The dispatch of the goods/performance of the services is to be made as close to the date of the order as possible and within the timeframe communicated to the Customer during the order. Activation cannot be made by the Merchant after the order has expired in the Merchant Portal. Unless otherwise agreed, when using the Shopping Solutions, the Merchant is not entitled to offer delivery to a recipient or an address other than as pre-approved by Klarna. Upon Activation of the Claim, Klarna pays to the Merchant a settlement, in accordance with the terms of the Merchant Agreement. The relation between the Customer and Klarna is regulated between Klarna and the Customer.

2. Klarna's General Responsibilities

2.1 Klarna is responsible for all credit decisions, financing, administration and customer service in respect of the Shopping Solutions. Unless otherwise agreed, payments of goods/services via the Shopping Solutions are only

available to consumers (not businesses). The Merchant understands and agrees that if it does not provide Klarna with detailed and up-to-date information on goods purchased, fees charged and/or goods returned/cancelled, Klarna may refer such Customer questions to the Merchant. In relation to Claims, Klarna will handle the payment collection and any related administration.

2.2 Klarna assumes the credit risk for the Claim. Additionally, Klarna's **Merchant Protection Program**, available at https://x.klarnacdn.net/cdn-klarna-com/1.0/shared/content/policy/shipping/en_us/MerchantProtectionTerms.pdf, offers protection against certain Customer complaints.

2.3 Klarna provides to the Merchant its customer terms and conditions, privacy notice and information regarding Klarna's Shopping Solutions in relation to Customers (**Customer Terms and Information**). Klarna may, at its own discretion, change the Customer Terms and Information and any other Customer related material (such as contracts, forms or information regarding the Shopping Solutions). Klarna ensures that the Customer Terms and Information are in conformity with any applicable laws and regulations.

2.4 Klarna will, after having received an electronic notification thereof from the Merchant, send payment instructions and other payment related notices to the Customers.

2.5 Klarna ensures that it will maintain and uphold any necessary licenses and permits required to provide the Shopping Solutions.

Connected Card Program

The following Sections 2.6 to 2.9 apply only in relation to Shopping Solutions provided to Customers in the US:

2.6 The Klarna Connected Card Program (**Program**) is a benefits program that provides Klarna Customers with more ways to earn rewards and receive cash back incentives or other benefits when they shop with participating Klarna merchants. The Program also provides another way for Klarna to drive traffic and increase sales to the Merchant via a set of new marketing solutions connected to Customers' existing payment cards that they enroll in the Program.

2.7 These solutions include providing Customers with: (i) the ability to earn rewards when they make qualifying purchases at participating stores, (ii) card-linked offer programs that provide Customers with cash back when they shop with participating stores, and / or (iii) other benefits, products, or services offered by Klarna to Customers or the Merchant from time to time (together, the Connected Card Marketing Services).

2.8 The Merchant shall be included in the Program and shall be eligible to participate in Klarna's Connected Card Marketing Services at no cost. Klarna will fund any rewards, cash back incentives or other benefits Klarna may provide to Customers to drive increased sales to Merchant's stores in connection with the Program. There is no technical integration required for the Merchant to participate in the Program. Since it works via Customers' existing payment cards, Klarna enables the Program, based on the Merchant's participation, by receiving transaction data for qualifying purchases by Customers on their enrolled cards at participating Klarna merchants directly from payment card processors, issuers or other payment transaction data providers with which Klarna has agreements (such as Visa, Mastercard and American Express).

2.9 The Connected Card Program terms, which govern the Program, are available and maintained on the Klarna website at https://cdn.klarna.com/1.0/shared/content/legal/terms/0/en_us/connected_card_enrollment. Klarna offers the Program in its sole discretion, and reserves the right to change, modify, or terminate the Program at any time, including the availability, conditions, terms or other aspect of any feature, function, content, or benefit. Klarna shall also retain the right to determine at its sole discretion the level of promotion Klarna may provide to the Merchant, the amount of funding of any rewards, cash back incentives, or other benefits Klarna may provide to Customers including related to purchases with the Merchant, and the continued inclusion of the Merchant in the Program or the provision of the Connected Card Marketing Services to the Merchant at no cost.

3. Merchant's General Responsibilities

3.1 The Shopping Solutions shall be presented and marketed by the Merchant as agreed between the Parties, and the Merchant accepts it is not entitled to market the Shopping Solutions without prior approval from Klarna. It is however understood that any marketing activity conducted in respect of the Shopping Solutions shall be limited to the use of the Shopping Solutions for the purposes of purchasing the products or services of the Merchant. In relation to marketing activities which include a reference to Klarna or the Shopping Solutions, the Merchant shall coordinate such activities with Klarna in advance by contacting Klarna at marketing@klarna.com. When marketing and using the Shopping Solutions, the Merchant warrants that it will observe and comply with all applicable laws and regulations and other provisions and guidelines issued by any public authority.

3.2 The Merchant warrants that it at all times will comply with Klarna's integration guidelines set out at <https://docs.klarna.com/> (**Integration Guidelines**). Each Party shall ensure that it at all times maintains the technical requirements needed on its part to enable the use of the Shopping Solutions.

3.3 To the extent required under the Integration Guidelines, the Merchant shall provide Klarna with information that Klarna needs to allow Customers to use the Shopping Solutions to

pay for their purchases e.g. information needed by Klarna to identify the Customer.

3.4 The Merchant is obliged to display the address of its permanent establishment, its privacy policy in the Store and an active customer service email address and a customer service telephone number in the Store, as well as any other information required to be provided under applicable laws. Further, the Merchant acknowledges that Klarna's On-Site Messaging platform which enables the Merchant to advertise Klarna products or ancillary checkout services in a Klarna controlled component on the Merchant's website (**OSM Service**) utilizes local storage to identify the shopper, including cookies, and that the Merchant controls the placement of cookies and therefore bears the responsibility of complying with any applicable law regarding cookies or other storage and collection of data. Hence, the Merchant warrants that it will provide relevant and compliant information regarding such cookies as well as comply with any requirements to obtain the shopper's affirmative consent prior to setting the cookies. The Merchant shall indemnify and hold Klarna harmless against any damages, claims, losses or costs arising out of the Merchant's breach of this Section 3.4.

3.5 The Parties acknowledge and agree that it is the Merchant's sole responsibility to ensure that all Sales Tax laws and regulations are complied with and that, if specific information has to be provided by the Merchant to Customers under local applicable laws, or if a Customer requests certain information to be provided by the Merchant (e.g. specific Sales Tax or other tax information), it is the Merchant's responsibility to provide a document containing such information. Such aforementioned documents shall not contain any bank details of the Merchant. Should the content of the document sent out by the Merchant lead to an increased number of complaints (e.g. due to Customers paying to the Merchant's bank account or using incorrect reference numbers), the Merchant will, in cooperation with Klarna, adjust the content of such documentation to mitigate such problems.

3.6 In relation to the Merchant's unique log-in details to the Merchant Portal, the Merchant will ensure compliance with the applicable Access Management Requirements (available under https://x.klarnacdn.net/cdn-klarna-com/1.0/shared/content/policy/access_management/en_gb/requirements.pdf). The Merchant is responsible for any actions taken when the log-in details to the Merchant Portal are used. The Merchant is not entitled to use the reservation option in the Merchant Portal solely for credit checks without having the intention of accepting payment from the shopper by means of a Shopping Solution.

3.7 The Merchant warrants that Klarna has the sole right to receive payment in respect of a Claim, and warrants that it will not carry out any action which may limit or impair such right in accordance with any applicable laws. The Merchant warrants that it has and at all times shall maintain and uphold all necessary permits, insurances and licenses required for its business, its business operations and business activities. If Klarna so requests, the Merchant shall, without undue delay, provide Klarna with any documentation or other information verifying that the

Merchant upholds valid permits and licenses. Further, the Merchant warrants that all Claims are connected to purchases which are permitted under and in compliance with all applicable laws. Klarna has the right to suspend the provision of the Shopping Solutions at any time if there is reason to assume the provision of the Shopping Solutions, the Shopping Solutions as such, or the Merchant's activities, could be deemed illegal, unethical or in any other way non-compliant with any applicable rule or regulation.

3.8 To the extent the Merchant engages sub-merchants that will deliver the goods to the Customers, the Merchant is fully liable for all sub-merchants and for the sub-merchants' fulfilment of its obligations in relation to Customers. The Parties acknowledge and agree that Klarna may itself, or may require the Merchant to, at any time (e.g. due to a sub-merchant's non-compliance with applicable laws or Klarna's instructions) block or in any other way terminate the provision of the Shopping Solutions in relation to purchases via a specific sub-merchant. The Merchant may not grant any sub-merchant access to the Merchant Portal.

3.9 In the event Klarna discovers fraud or suspicious circumstances relating to a transaction, Klarna may instruct the Merchant to stop the order process and/or shipping. The Merchant agrees to follow Klarna's instructions immediately upon receipt, so long as such instructions are provided within twenty-four (24) hours of Activation of the applicable Claim.

4. Claim Returns

4.1 In certain situations, Klarna has the right to require the Merchant to re-pay Claims. Before requiring the Merchant to re-pay any Claim hereunder based on a Customer's claim not to be obligated to pay, Klarna will use its reasonable efforts to communicate with the Merchant and the Customer to assess the legitimacy of the Customer's claim. Klarna may require the Merchant to re-pay Claims in the following situations:

- (a) if there is a dispute or contestation between the Merchant and the Customer regarding the Claim, or the Customer's obligation to settle the Claim, and such dispute or contestation is not based on a mere unwillingness or inability to pay (a dispute may be e.g. when the goods or services are alleged to be faulty or not delivered in full);
- (b) if it concerns Claims which have been created in connection with a transaction made by a natural or legal person who may reasonably be considered to share a financial interest with the Merchant, including but not limited to, a company affiliated to the Merchant, owners or an employee of the Merchant and/or such affiliated company. This Section 4(b) does not apply if the Merchant has more than thirty (30) employees;
- (c) if it concerns Claims in relation to which a Customer acquires cash (e.g. currency exchange), checks or money orders;
- (d) if it concerns Claims where the Merchant or the Customer in connection with the placement of the order has not provided Klarna with the Customer's, complete goods list, telephone number and email address.

- (e) if it concerns Claims where the Customer claims not to have received the goods or services, except where the Merchant is protected under the Merchant Protection Program;
- (f) if it concerns Claims where the Merchant does not meet the requirements under Sections 3.9, 5 and 6 below, or where the Merchant in connection with invoicing, Activation or otherwise breaches the Agreement;
- (g) if it concerns Claims where the Customer has used its lawful right to withdraw from/cancel its purchase and/or its agreement with Klarna, or where the Merchant has extended to the Customer a right to return the goods or services in excess of what applies under applicable mandatory laws; and/or
- (h) if it concerns Claims in relation to which the Merchant is imposing terms and conditions in relation to Customers which deviate from the terms and conditions provided by Klarna or if the Merchant has agreed terms with the Customer that deviate from what has been communicated with Klarna.

4.2 In the event Klarna requires the Merchant to re-pay a Claim in accordance with this Section 4, loss of interest or other costs may arise, for which Klarna has the right to compensation. The amount charged by Klarna will correspond to Klarna's actual costs/losses and depend on whether the returned Claim is in reminder status, in debt collection status or in bailiff status. Klarna may also be entitled to compensation under other provisions of this Agreement. In the event of a returned Claim under this Section 4, Klarna retains the Service Charges. If Klarna at the time of the return already has received payment for the Claim from the Customer or a third party, Klarna is entitled to repay those amounts to them.

5. Responsibilities of the Parties in relation to Claims

5.1 The Merchant may not without Klarna's written consent enter into an agreement or arrangement with any third party regarding the purchase, pledging or payment of Claims, nor any other arrangement which restricts Klarna's ability to obtain payment from a customer in respect of a Claim. The Merchant may not enter into agreements with Customers in other countries than those contractually agreed or in other currencies than those that apply to the respective countries.

5.2 If payment for a Claim is made by the Customer or a third party to the Merchant, this shall immediately be registered in the Merchant Portal or be communicated to Klarna in any other appropriate way. The Merchant has to immediately transfer the amount to Klarna and specify what the payment refers to.

5.3 After Activation of a Claim, the Merchant may in relation to the Claim and the underlying purchase only agree to such arrangements with the Customer which can be registered in the Merchant Portal or through the agreed upon integration set-up used by the Merchant. The Merchant has to inform Klarna without undue delay if the Merchant has agreed with the Customer on a return of goods/service or a reduction of the purchase price, or if the Customer has used its return/revocation rights under applicable laws. A

reservation shall be canceled immediately if the goods or services are unavailable.

5.4 The Merchant shall answer Klarna's questions and requests for information or documentation regarding Claims without undue delay and in any event within such a reasonable time frame prescribed by Klarna when making the request. Additionally, the Parties agree to promptly inform each other if a Customer disputes the obligation to settle the Claim. The Parties further undertake to handle Customer complaints and disputes promptly and correctly. In any case, the Merchant agrees to inform Klarna if a Customer dispute has not been resolved within one (1) month after the Merchant becomes aware of such a dispute. Klarna reserves the right to charge a dispute fee when a Customer files a dispute with Klarna (**Dispute Fee**). Applicable Dispute Fees are specified at <https://docs.klarna.com/disputes/merchant-disputes-fee/>.

5.5 In relation to the Shopping Solutions, the Merchant is not entitled to impose any fees or otherwise a higher price for goods or services on the basis that the purchase is made through the Shopping Solutions, or to act discriminatory towards Klarna in any other way.

5.6 The Merchant is solely responsible for the performance of its obligations (and those of its employees, agents, sub-merchants and representatives) under this Agreement in relation to the Customers, whether under any contract with the Customers or under any applicable laws. The Merchant is not entitled to use the Shopping Solutions in relation to transactions which are deemed illegal under any applicable law or which violate Klarna's from time to time applicable ethical instructions (https://cdn.klarna.com/1.0/shared/content/policy/ethic/en_gb/merchant.pdf, the **Ethical Instructions**), or, to the extent applicable, any Third Party Payment Option Providers' Instructions.

5.7 The Parties agree that when the Claim is created Klarna shall be exclusively entitled to all security interests related to the Claim, such as for example any retention of title in the goods delivered. For clarity, if a Claim is retransferred from Klarna to the Merchant under Section 4, all security interest relating to such Claim will also be retransferred.

6. Specific conditions concerning purchases and handout of goods in physical stores

6.1 Unless the Parties have agreed to include and integrate In-store under this Agreement, the Merchant is not entitled to use the Shopping Solutions for the sale of goods in physical stores. Unless Section 6.2 applies, the Merchant is neither entitled to accept the return of goods in its physical store(s). Subject to Section 4.1 (e), goods purchased via the Shopping Solutions may always be handed out to Customers in physical stores of the Merchant.

6.2 If the Merchant has integrated Klarna In-store or has been permitted by Klarna to accept returns in physical stores, the Merchant may accept return of goods in its physical store(s) subject to the following conditions: (i) all returns shall immediately be registered in the Merchant Portal, (ii) all refunds to the Customer are handled by Klarna (i.e. the Merchant may not refund the Customer in connection with

a return), and (iii) the Merchant shall adhere to any other reasonable instruction Klarna may provide from time to time specifically relating to return of goods in physical stores. The Merchant shall indemnify and hold Klarna harmless against any costs, losses, claims or other damages that Klarna suffers due to the Merchant not fulfilling its obligations under sub-points (i)-(iii) above.

7. Credit assessment and underwriting

Klarna will perform credit assessments of each respective Customer and the Merchant. As between Klarna and the Merchant, Klarna will control, in its sole discretion, all decisions concerning Customer transaction approvals and underwriting of Customer's use of the Shopping Solutions, including decisions on applicable credit limits for Customers.

8. Module Support

Klarna aims to support all modules and API's that the Merchant uses to connect to the Shopping Solution. However, as technology progresses, Klarna reserves the right to decide in its sole discretion which modules and API's to support. If Klarna at some point decides to cancel support of a certain module or API, Klarna will provide the Merchant with a reasonable notice thereof. Information on which modules and APIs Klarna supports can be found at <https://docs.klarna.com/>.

9. Duty to inform

Upon request, or as otherwise required, the Merchant has to provide Klarna with information that Klarna needs for the fulfillment of its regulatory duties (e.g. anti-money laundering information) or financial risk assessment. Further, if there are any material changes with regard to the type of products or services offered by the Merchant, or if the name under which the Merchant conducts its business is changed, the Merchant shall notify Klarna of such changes.

10. Termination

10.1 Each Party has the right to terminate the Agreement with immediate effect if:

- (a) the other Party materially breaches any provision of the Agreement and does not, provided that a remedy is available, cure such breach within ten (10) days of the non-breaching Party's notification;
- (b) the other Party repeatedly or continuously fails to meet its obligations under the Agreement and does not upon the non-breaching Party's request remedy such failure within the reasonable time frame given by such other Party;
- (c) the other Party has provided incorrect or misleading information, or has concealed circumstances of importance; or
- (d) the other Party's financial situation is significantly deteriorated, including but not limited to, becoming or is declared insolvent or bankrupt, or makes an assignment for the benefit of its creditors (**Insolvency Event**).

10.2 In addition, Klarna has the right to terminate the Agreement if:

- (a) the Merchant offers services or goods that violate Klarna's from time to time applicable Ethical Instructions; or
- (b) Klarna suspects a breach of the Agreement, and the Merchant does not, without undue delay, provide such reasonably requested information that is of importance to determine whether the Merchant has breached the Agreement.

10.3 In case Klarna terminates this Agreement under this Section 10, Klarna has the right to, after deduction of the Service Charges or any other charges Klarna is entitled to claim under the Agreement, require the Merchant to re-pay the aggregate amount of all outstanding Claims to Klarna and Klarna will transfer the rights it has against Customers in respect of the outstanding Claims paid by the Merchant. The Merchant is responsible for determining whether it is required to notify Customers of such transfer under applicable law. Klarna will only exercise this right if there are legitimate reasons not to administer any outstanding Claims, e.g. due to legal/ethical constraints or to avoid reputational harm.

10.4 The Parties agree that the payment options included in the Shopping Solutions or in an iframe may change from time to time. The Merchant acknowledges and agrees that Klarna continuously develops and updates the Shopping Solutions in order to improve the shopper experience and thus Klarna reserves the right to make such changes in its hosted environment.

11. Right to retain payments/Set-off

11.1 If this Agreement terminates for any reason, Klarna may retain further payments to the Merchant for the purpose of covering Klarna's financial risks. Klarna will then undertake a final account and pay out the amount owing to the Merchant. The amount Klarna retains will not exceed its financial risk exposure, such as anticipated refunds. Klarna will notify the Merchant if Klarna retains payments under this Section 11.1, and the reason(s) for the retention.

11.2 Klarna may temporarily retain payments corresponding to its financial risk exposure if:

- (a) the Merchant materially breaches this Agreement;
- (b) the Merchant repeatedly breaches this Agreement, and fail to cure the breaches after receiving notice from Klarna;
- (c) Klarna reasonably suspects that the Merchant is engaging in or has engaged in fraud; or
- (d) the Merchant's financial standing or ability to fulfil orders or satisfy refunds to Customers materially reduces.

Prior to Klarna retaining payments in accordance with this Section 11.2, Klarna undertakes to inform the Merchant as to the reason why payments will be retained. Klarna will release any retained payments under this section once the underlying reason for retaining them has been cured.

11.3 Klarna may temporarily retain payments corresponding to its financial risk exposure due to the Merchant suffering an Insolvency Event. Klarna may only retain payments under this Section 11.3 until:

- (a) the Parties reach an agreement to mitigate the relevant financial concerns; or
- (b) the Merchant provides Klarna adequate proof of solvency to Klarna's reasonable satisfaction.

Klarna will notify the Merchant if it retains payments under this section, and the reason(s) for the retention.

11.4 Klarna may, acting reasonably, retain payments to the Merchant if there is a risk that Klarna, due to the Merchant's breach of this Agreement or breach of applicable law, may incur fines, penalties or other claims from third parties (each a **Fine**). Klarna may only retain payments in an amount that corresponds to its reasonable estimate of the Fine that may be imposed on it and must release such payments to the Merchant without delay following the cessation of the relevant risk.

11.5 Klarna may, in its own discretion, offset any amounts owed to the Merchant against any claims Klarna may have against the Merchant.

11.6 Klarna may increase or decrease the pay-out period applicable to the Merchant as a security for Service Charges and any other amounts that are or will become due to it under this Agreement. Klarna will provide the Merchant prior notice of Klarna's intention to do so. Klarna will only maintain an increase to the pay-out period under this Section 11.6 for a period and at a level it deems necessary to mitigate its financial risk exposure.

12. Liability

12.1 If a Party does not fulfill its obligations under this Agreement, the other Party shall be entitled to claim damages. Each Party's annual liability to pay any compensation or similar under this Agreement shall be limited to an amount corresponding to the Service Charges paid or payable by the Merchant to Klarna in the twelve (12) months immediately preceding any claim. Neither Party is liable whether in contract or tort (including negligence) for breach of statutory duty, or otherwise arising under or in connection with this Agreement for loss of profits, loss of sales, or business, loss of agreements or contracts, loss of anticipated savings, loss of or damages to goodwill, loss of use or corruption of software, data or information or any indirect, special or consequential loss. Further, neither Party shall be liable for unforeseeable damages or damages atypical for the Agreement, and particularly not for indirect, punitive or consequential damages.

12.2 The limitation of liability set out under Section 12.1 shall not apply to (i) any explicit warranties or indemnifications given under this Agreement, (ii) Klarna's obligation to settle the value of the Claims to the Merchant in accordance with the term of the Merchant Agreement, and (iii) Klarna's right to request compensation in relation to any amounts or claims under Sections 4 and 10.3.

13. Data protection and PCI compliance

Definitions

13.1 For the purpose of this Section 13, the following definitions have the meaning set out below:

Personal Information means information relating to identified or identifiable Merchant or Klarna personnel, Customers or other individuals.

North American (NA) Data Privacy Legislation means (i) all applicable local, national, provincial and international data privacy and security laws and regulations and (ii) all applicable industry guidelines and self-regulatory programs.

Mutual Obligations

13.2 As a result of the Agreement, a Party may obtain certain Personal Information. As such, the Parties agree and acknowledge that they are separately and independently responsible for complying with NA Data Privacy Legislation with regard to the Personal Information in its possession or control. The Parties agree that neither party is processing Personal Information on behalf of the other, or acting as a service provider of the other (including, as that term is defined in the California Consumer Privacy Act [California Civil Code §1798]) unless specifically designated as such in this Agreement or other controlling agreement.

13.3 While neither Party is processing Personal Information on behalf of the other, each Party undertakes to process Personal Information in accordance with applicable NA Data Privacy Legislation. Additionally each Party has implemented an information security program designed to: (i) ensure the security and confidentiality of the Personal Information of Customers; (ii) protect against any anticipated threats or hazards to the security or integrity of such data; and (iii) protect against unauthorized access to or use of such data that could result in substantial harm or inconvenience to any consumer.

Klarna's Obligations

13.4 Klarna will electronically process applicable Personal Information in order to provide the Merchant with the Shopping Solutions, administer the Customer relationship and for commercial and marketing purposes on behalf of Klarna or trusted Merchants, and otherwise to perform its obligations under the Agreement. Personal Information may also be used by Klarna for statistical analysis and business reporting purposes, marketing and promotion, improvement of Klarna's products and services, to protect Klarna's property, interests and rights, during fraud investigations and to comply with applicable laws. Klarna may disclose Personal Information to its affiliates or third party service providers, and in each case which may also use Personal Information for the purposes described herein. Personal Information may be transferred outside the US or Canada to jurisdictions that may have different laws and regulations relating to the protection of Personal Information. Persons registered with Klarna will have the right to request access to the Personal Information related to them in writing in accordance with NA Data Privacy

Legislation. Such persons will also have the right to correct such data and/or to opt out from receiving further marketing communication from Klarna. BY PROVIDING PERSONAL INFORMATION ABOUT ITS PERSONNEL OR OTHER PERSONS, THE MERCHANT WARRANTS, REPRESENTS AND UNDERTAKES THAT IT (A) HAS OBTAINED ANY NECESSARY CONSENT OF ITS PERSONNEL OR OTHER PERSONS TO DISCLOSURE AND USE OF SUCH DATA FOR THE PURPOSES AND IN THE WAYS DESCRIBED HEREIN AND (B) HAS THE RIGHT TO DISCLOSE SUCH DATA.

13.5 Certain services provided by Klarna are subject to separate Klarna privacy notices, prompted before the first use of such services.

PCI Compliance

13.6 In respect of Shopping Solutions for which Klarna has partnered with Third Party Payment Option Providers, a Customer may choose to use its regular debit or credit card to (i) pay directly in the checkout, or (ii) settle the debt to Klarna at a later stage. The Merchant hereby agrees to and authorizes such Third Party Payment Option Providers to store, use, share and release cardholder data, provided or generated pursuant to this Agreement to any person (i) for the purpose of processing the transaction; (ii) as required by applicable rules of Third Party Payment Option Providers or by applicable law; (iii) in aggregated (anonymous and generalized) format to facilitate analysis and comparisons; (iv) to investigate, prevent and/or detect fraud or crime; or (v) to mitigate information security risk, sector risk or credit risk. Klarna undertakes at all times to be Payment Card Industry Data Security Standard (**PCI DSS**) validated. The Merchant undertakes at all times to be compliant with the rules of PCI DSS applicable from time to time. As long as the Merchant uses the Shopping Solutions in a compliant way, Klarna will be responsible for the security of cardholder data that Klarna possesses or otherwise stores, processes, or transmits when providing the Shopping Solutions.

14. Exclusivity

The Merchant warrants that during the Term, in the Store or any other agreed Sales Channels, Klarna shall be the Merchant's sole provider of deferred payments and installment solutions in the countries covered by this Agreement. For the avoidance of doubt, this means the Merchant agrees that it will not integrate nor directly or indirectly offer, promote or otherwise facilitate any third party services nor any own services (neither solely by itself nor in cooperation with any third party) that offer Customers the ability to defer their payments or split their payments into installments in any country where the Merchant has agreed to integrate the Shopping Solutions. Notwithstanding the foregoing, the Merchant is allowed to keep backup/failover solutions. For clarity, the Merchant is permitted to continue offering services that (i) allow customers to make an upfront payment in full as well as major credit cards (e.g. Visa, MasterCard, American Express) or (ii) allow customers, after their purchases have been completed with the Merchant, to convert the payment into credit installments within a provider's own environment.

15. Force majeure

Should the Parties be prevented from fulfilling their obligations under this Agreement due to circumstances which the Parties have no control over - e.g. lightning, fire, sabotage, earthquake, tornado, flood, explosion, embargo, war, terrorism, riot, act of God, act of public enemy, changed legal provisions or regulations provided by authorities, intervention by authorities, strike, communication or transport disruptions, changes in exchange rates or natural disasters - the Parties shall be released from its liabilities until the circumstances giving rise to the Parties' inability to fulfill their respective obligations no longer exist. This Section 15 shall be viewed in light of Klarna having a redundant system with geographically dispersed server sites. If a Party is prevented from fulfilling its obligations for a longer period than thirty (30) days due to any such above mentioned circumstances, each Party shall have the right, without being liable to pay any compensation, to terminate the Agreement with immediate effect.

16. Amendments to the Agreement

Amendments to this Agreement require written form (email shall suffice). The Parties acknowledge and agree that, due to the regulated nature of the Shopping Solutions, Klarna may unilaterally change terms of this Agreement, provided that Klarna shall make reasonable effort to notify the Merchant of such changes. Should such changes not be acceptable to the Merchant, the Merchant may terminate the Agreement by giving written notice to Klarna no later than sixty (60) days after receipt of Klarna's notification of amendment.

17. Transfers

Neither Party may transfer its rights nor obligations under the Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Klarna may assign or transfer the Agreement to any Klarna group company. Further, Klarna has the right to transfer, pledge or in any other way dispose over the Claims. Klarna is entitled to engage subcontractors in order to provide the Shopping Solutions, provided that Klarna takes full responsibility for such subcontractors.

18. Confidentiality

18.1 The Parties undertake, during the term of this Agreement and for a period of two (2) years thereafter, not to disclose Confidential Information to any third party without the other Party's written consent. Any Confidential Information obtained shall only be used for the fulfillment of the Agreement. **Confidential Information** means any information, in whatever form, disclosed or provided by one Party to the other party (**Receiving Party**) in the context of this Agreement. Non-confidential information means any information which;

- (a) is or becomes generally available to the public other than as the result of a disclosure by the Receiving Party;
- (b) the Receiving Party can show that it already had in its possession before it was received;
- (c) information which the Receiving Party is obliged to provide in accordance with any applicable laws, investment exchange rules, court order or decision by a governmental authority; or
- (d) information which the Receiving Party has received from a third party without being bound by confidentiality in relation to it.

18.2 For the avoidance of doubt, Confidential Information also refers to third party information of technical, commercial or other nature unless there are objective and reasonable grounds to assume that such information is non-confidential. This provision applies to any information relating to third parties, including Customer information, that the Merchant obtains when using the Merchant Portal or when communicating with Klarna, and where it is clear that the dissemination of the above-mentioned information is not desired by third parties. To the extent permissible by applicable laws, Klarna is entitled to share Confidential Information with subcontractors, external advisors and other companies within the Klarna group provided that such parties are subject to confidentiality obligations corresponding to those under this Agreement.

19. IP rights and know-how

Klarna retains all ownership and intellectual property rights to anything developed by Klarna and provided to or accessed by the Merchant under this Agreement. The Merchant warrants that it will not directly or indirectly reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Shopping Solutions. The Merchant's use of Third Party Payment Option Providers' trademarks, whether registered or not, does not entail any transfer of ownership, rights or copyrights. After termination of the Agreement or the removal of the Shopping Solutions (in whole or in part), the Merchant undertakes to immediately remove all respective logotypes and similar of Klarna and/or of any Third Party Payment Option Provider specifically relating to such removed Shopping Solutions. This does not apply if the Third Party Payment Option Provider entitles the Merchant to continue the use of its logotypes. Klarna is entitled to refer to the Merchant as a user of the Shopping Solutions in sales or similar material provided that such material is not directed at the general public.

20. Severability

Should a provision of this Agreement become invalid or unenforceable, this will not affect the other provisions and the validity of this Agreement. Instead of the invalid or unenforceable provision, the Parties shall decide on a wording that comes as close as possible to the commercial meaning and purpose of such provision.

21. Independent contractors

The Merchant and Klarna are independent contractors and shall have no power or authority to assume or create any

obligation or responsibility on behalf of each other. The Agreement shall not be construed to create or imply any partnership, agency or joint venture.

22. No third party beneficiary

The Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party.

23. No warranty

Access to Klarna's systems or databases and participation in and use of the Shopping Solutions are provided under this Agreement on an "as is" basis, without warranty of any kind, except as expressly stated herein or implied by law. Klarna disclaims all representations, warranties, and

conditions, express, implied, or statutorily, to the fullest extent permitted by law.

24. Entire agreement

The Agreement constitutes the entire agreement between the Parties in relation to the Shopping Solutions and supersedes and replaces all prior oral or written representations or agreements between the Parties on the subject matter or parts hereof.

25. Survival

Termination or expiration of this Agreement will not affect either Party's obligations in regard to fees payable hereunder, indemnities or any other term which by its nature and context is intended to survive termination or expiration of this Agreement.