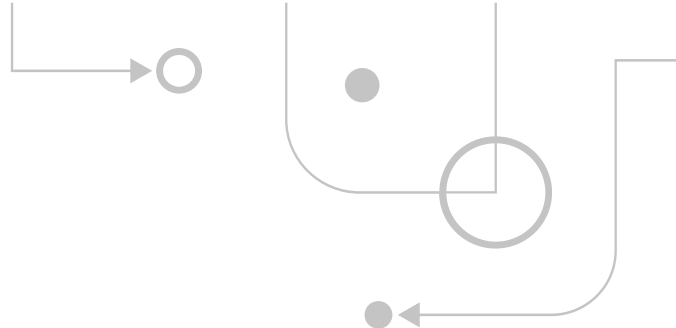




Terms and Conditions Payment Analytics

→ Terms to be added to existing General Terms and Conditions of GP

1. Eligibility; activation; termination

- 1.1 The following terms supplement the General Terms and Conditions of GP. Insofar as these terms of use do not contain any separate provisions, the provisions of the General Terms and Conditions of GP shall apply. Insofar as the following terms contain provisions that contradict provisions from the General Terms and Conditions of GP, the provisions from the following terms shall take precedence.
- 1.2 Merchants may be eligible for GP's fee-based provision of services in connection with the analysis of transaction data ("**Payment Analytics**"). If a Merchant is eligible for Payment Analytics, GP will notify the Merchant in text form once Payment Analytics has been activated for the respective Merchant. Starting from the date of activation, the Merchant may use Payment Analytics for one (1) month free of charge. After the end of this first month, the Merchant will be charged the fees specified in the respective valid list of prices and services available at <https://www.commerz-globalpay.com/en-de/lps> irrespective of whether the Merchant actively uses Payment Analytics or not. The Merchant may terminate their subscription to Payment Analytics at the end of the respective billing period of one month by giving notice in text form or via the customer portal Marketplace in good time before the end of the respective billing period.

2. The services to be provided by GP

- 2.1 The Merchant may not use GP's services to analyse transaction data if the Merchant has objected to these terms of use. GP provides its services in this context only to entrepreneurs. Utilisation is therefore only permitted for the purposes of a commercial or independent professional activity. Use by consumers within the meaning of § 13 BGB is not permitted.
- 2.2 In order to be able to use GP's services for the analysis of transaction data, the Merchant requires access to the customer portal Marketplace. The Merchant is responsible for setting up and maintaining a functional IT infrastructure at its own expense to enable access. For the use of the "Competitive Benchmark" module (as described below), the Merchant also needs to confirm the acceptance of Mastercard's terms of service connected with the use of such service, directly in the web application.
- 2.3 GP provides the following modules of Payment Analytics services for the analysis of transaction data with regard to the purchasing behavior of the Merchant's customers:
- a) "Payment Analytics":
The online web application uses the Merchant's transaction data to analyze the sales made by the Merchant in a given time. This analysis can be prepared for a single point of sale or several points of sale. The analysis reports the Merchant's sales turnover during this period and the transactions carried out on GP POS terminals on a daily basis.

The analysis also reports how many of the transactions were carried out by new customers of the Merchant and how many by existing customers. A special feature of Payment Analytics is the service "Predictive Analytics" where Merchant's past transaction data is used to estimate predictions for future sales and the number of transactions in the next seven days.

- b) "Competitive Benchmark":
Merchant's sales performance is compared with that of its competitors in the same area, in particular with regard to the average sales generated per month with one customer, the average frequency of customer visits and the average total amount per purchase. The data basis for this is provided by Mastercard once a month in updated form.

- 2.4 GP shall make the results of this service available to the Merchant as follows:

- a) Payment Analytics:
- In the Payment Analytics dashboard, the Merchant's total sales turnover and total transactions carried out on each individual day are displayed for different groups of customers (e.g. new customers, returning customers and all customers together). A customer is considered "new" if they made their first transaction with the Merchant in the last twelve months and "returning" if they made more than one transaction with the Merchant in the last twelve months. The Merchant has the option of displaying the aforementioned data for a single or several points of sale. The Predictive Analytics feature allows for the forecast turnover and the forecast number of transactions for the past and up to a certain time in the future to be displayed. In addition, the Merchant is shown the number of transactions and the amount of sales staggered according to certain points in time (e.g. days and periods measured in hours). This data can also be displayed for different groups of Merchant's customers. In another area, the Merchant is shown time periods (e.g. days) with the highest and lowest average sales – again divided into different groups of customers.
 - In further sections of the Payment Analytics web application, all of the Merchant's sales outlets are ranked according to their sales performance. This includes total turnover, number of customers and average invoice amount for new and returning customers. The Merchant has the option of comparing the above-mentioned data from individual points of sale and displaying the results in the form of charts.

b) Competitive Benchmark:

- In the Competitive Benchmark web application, the Merchant is shown the breakdown of his customers into different groups (e.g. new and returning customers) regarding a point of sale and the corresponding breakdown for his competitors. The Merchant's average visits per customer within a certain period of time (e.g. in a month) at a point of sale are compared to its competitors. In addition, the average transaction distribution over the course of the day is compared with that of the Merchant's competitors.
- In another area of the web application, the Merchant is shown the expenditure of an average customer of a point of sale within a certain period of time (e.g. per month) as a percentage of the total expenditure of this customer in this period of time. The Merchant also sees the average invoice total and the average expenditure per customer at a point of sale in their local currency compared to their competitors including changes in percent over certain periods of time. The total customer spending by day of the week as a percentage compared to competitors is displayed. Additionally, the average invoice amount within a certain period of time (e.g. per month) at a

point of sale is compared with the data of the Merchant's competitors.

- 2.5 The provision of the service is a service contract (Dienstvertrag), not a contract for work (Werkvertrag). GP does not guarantee that the analysis of the transaction data has a certain quality. GP only owes the proper execution of the services to be provided by GP on the basis of this agreement. In particular, GP does not guarantee that certain future events will occur.

3. Restrictions on use and rights to the analysis results

- 3.1 Owner of all rights to the analysis results remains GP.
- 3.2 The Merchant may freely use the analysis results. In this respect, the Merchant is granted the non-exclusive, non-transferable and non-sublicensable right to use the analysis results for its own internal purposes.
- 3.3 Merchant's right to use the analysis results pursuant to Section 3.2 shall cease upon termination of Merchant's subscription to Payment Analytics.

4. Data protection

Reference is made to the Merchant Data Privacy Notice of GP which can be found here: <https://www.globalpayments.de/en/privacy-policy>.