



General Conditions

1. GENERAL

1.1. The contract ("Contract") shall consist of the Order Form or Cover Document, these General Conditions, the Processing Terms, the Product / Service Conditions (possibly including shared provisions in Common Product / Service Conditions), as well as Special Conditions (which complement and/or deviate from certain Product / Service Conditions). The applicable (Common) Product / Service / Special Conditions shall be listed on the Order Form/Cover Document.

1.2. The Merchant explicitly waives his own general or special contractual conditions (however they would be labelled), even if those contractual conditions would somewhere be referred to.

1.3. The persons who sign the Contract warrant that they have the right to do so, and are capable of binding the Merchant.

1.4. If any contradictions would exist between the General, Common, Product / Service and Special Conditions, then a document listed later shall have precedence over a document listed earlier. The Order Form/Cover Document shall only have precedence over the General, Common, Product / Service or Special Conditions if the clause from which the Order Form/Cover Document intends to deviate is stated explicitly and mentions the relevant clause number, and additionally the deviating clause is (i.e., is not handwritten) on the Order Form.

1.5. Over the course of time, multiple Order Forms and Cover Documents can be agreed, for example to deal with changes or complementary orders.

2. DURATION

2.1. Except if otherwise mentioned on the Order Form/Cover Document:

- the Contract enters into force on the date of its signature and shall remain in force for an initial term of one year;
- after the initial term, the Contract shall be automatically renewed each time with a new period of one year, unless a party terminates the Contract for convenience by

registered letter, at the latest ninety days before the expiry of the initial term or the renewal term;

- every individual service shall have the same entry into force, duration and notice period as the Contract;
- the termination of the Contract shall automatically lead to the termination of all individual services. Conversely, the termination of an individual service shall not lead to the termination of the other services under the Contract; and
- the termination of the only service ordered under the Contract shall automatically lead to the termination of the Contract.

2.2. Every party can terminate the Contract for cause (or suspend its obligations) immediately, in accordance with the Termination Modalities, when:

- the other party has not paid any amount that has become due under the Contract within a term of thirty days after having received a written reminder;
- the other party has committed a material breach of any clause of the Contract, and has not remedied this breach within a term of sixty days after having received a written request that describes the breach and warns that the Contract can be terminated if the breach is not effectively remedied;
- the other party becomes involved in a dissolution, bankruptcy, cessation of payment, liquidation or insolvency proceedings, or entirely or partially discontinues its activities.

2.3. Worldline has the right to entirely or partially terminate the Contract for cause in accordance with the Termination Modalities when the Merchant's conduct has (or threatens to have) a negative impact on the reputation of Worldline, or when there exist facts or indications pointing towards the Merchant's:

- illegal, fraudulent or unlawful use of Worldline's products, software or services (including the circumstance of having more than 1% of chargeback requests against the Merchant per month in any point of sale); or
- illegal, fraudulent or unlawful activities, in which Worldline's products, software or services are being used.

Worldline intends, but is not obliged, to use commercially reasonable efforts to warn the Merchant about this termination.

2.4. Worldline has the right to entirely or partially terminate the Contract in accordance with the Termination Modalities when so requested by a Card Scheme, regulator or competent authority. Worldline will use reasonable efforts to warn the Merchant upfront about such termination.

2.5. Worldline has the right to entirely or partially terminate the Contract with immediate effect in accordance with the Termination Modalities when a Card Scheme would either (threaten to) initiate an investigation against the Merchant or its transactions, or (threaten to) impose a penalty due to an act or omission of the Merchant.

3. SERVICE SUSPENSION

3.1. Worldline has the right to suspend its service delivery at any time, without such suspension giving rise to any compensation for the Merchant, when:

- Worldline considers the suspension necessary for the security or integrity of its services, software, electronic network and/or electronic payments in general;
- there exist facts or indications regarding the Merchant's illegal, fraudulent or unlawful use of Worldline's products, software or services (including the circumstance of having more than 1% of chargeback requests per month in any point of sale); or
- requested by a Card Scheme, regulator or competent authority.

Worldline shall use commercially reasonable efforts to warn the Merchant of this suspension in advance.

4. DEFECTS

4.1. Except if otherwise mentioned on the Order Form/Cover Document or in any (Common) Product / Service / Special Conditions, the installation or implementation of a new product, service or software shall be deemed to have been accepted by the Merchant when the Merchant has not submitted a motivated,

written rejection within three Business Days after the installation or implementation.

4.2. If the Merchant identifies a defect attributable to Worldline in a product, service or software delivered by Worldline (or if, according to the Merchant, such defect would be covered by the product's warranty), then the Merchant shall inform Worldline's Customer Relationships Division in writing within an expiration term of ten days after such identification.

5. CHANGES

5.1. On the first of January, all prices can be indexed by Worldline, in accordance with the following formula:

$$\text{new price} = \text{previous price} \times (0,2 + 0,8 \times \frac{\text{new index}}{\text{previous index}})$$

The index to be used shall be the "Agoria Wages Index (national average)" of October.

5.2. Worldline has the right to entirely or partially revise all financial conditions and other conditions set forth in the Contract at any moment. Worldline will inform the Merchant about these changes at least one month in advance. The Merchant has the right to reject these changes, by sending a registered letter within said term, in which case the Contract shall be effectively terminated without any termination costs at the last day of said term. Once said term is passed, the Merchant is deemed to have accepted the new conditions.

5.3. Worldline has the right to implement all improvements and changes in its products, services and software (as well as in the associated documents and procedures) that it deems necessary or useful, for example for reasons of business continuity, or for the development and security of the payment system and/or Worldline's electronic network or payment products. The Merchant shall accept these improvements and changes, and shall comply with Worldline's instructions regarding their implementation if the services concerned would be temporarily suspended.

5.4. Each transaction fee is composed of the interchange fee, the card scheme fee and the service fee. Both the interchange fee and the scheme fees are a cost for Worldline since they are passed on in full to either the issuer of the Card or the Card scheme (together the "Third Party Fees"). These Third Party Fees are imposed to Worldline unilaterally by the Card Schemes and are, from time to time, subject to changes at the sole discretion of the Card Schemes. Worldline shall have the right to adjust all blended transaction fees and ABI fees (including the introduction of new fees charged to Worldline) in accordance with any changes to the Third Party Fees charged to Worldline.

5.5. If the currencies of acceptance and payment are different, the exchange rates used for the conversion between them shall be the indicative rates of the European Central Bank on the date of processing of the transactions - 1% (mark-up), i.e. exchange rate = indicative rate BNB x 0.995. The mark-up, determined on the basis of the exchange rates applied by VISA International and MasterCard International, shall be revisable annually with the agreement of both parties.

5.6. The Merchant shall inform Worldline in writing within fifteen days of all changes to his legal position, address or commercial name, as well as all changes in its activities that can reasonably lead to a modification of Worldline's risk as compared to the previously notified activities (e.g., due to changes in the nature of the products / services offered, the transaction volume, or the contractual conditions imposed on its customers, etc). Worldline has the right to reject any such changes, or to subject to them to an amendment of the Contract.

5.7. The Merchant shall notify Worldline immediately, by registered letter, as from the moment he no longer accepts Cards.

6. PAYMENT

6.1. By signing the Order Form/Cover Document, the Merchant accepts to pay Worldline through direct debit. The Merchant shall provide Worldline with a SEPA direct debit mandate associated with the bank account mentioned in the Order Form/Cover Document.

By signing this mandate, the Merchant accepts that Worldline will request the Merchant's bank to collect the amounts due from this bank account.

Worldline will announce this collection of the amounts due at least fourteen days in advance on the monthly invoice.

6.2. Invoices need to be paid at the latest on their expiry date (or, if no expiry date is mentioned on the invoice, at the latest thirty days after the invoice date).

6.3. Complaints regarding invoices (e.g., incorrect amounts) shall be submitted to Worldline by registered letter within an expiry term of fifteen days, calculated as from the invoice date.

6.4. When the Merchant terminates the direct debit mandate, Worldline shall have the right to entirely or partially suspend its own contractual obligations, with immediate effect, and without prejudice to Worldline's other rights accorded to it by law or by the Contract, until a new mandate is issued.

6.5. If Worldline needs to reactivate suspended services as a consequence of the Mer-

chant's non-payment or the Merchant's termination of the direct debit mandate, then Worldline shall have the right to invoice any costs associated with either this reactivation or with any associated administrative or technical steps taken by Worldline.

6.6. The purchase or rental price of equipment shall be due as from the moment of delivery (for a physical installation performed by a technician on behalf of Worldline) or the moment of dispatch (for "Plug & Play" installations). Conversely, the installation costs for a physical installation by a technician shall be due as from the moment of installation, while the costs for a "Plug & Play" installation will be due as from the moment of dispatch.

6.7. If products or services are invoiced periodically (e.g., per month), then the periodical amount due for an activation or installation that took place after the beginning of this period, shall be invoiced *pro rata*, based on the number of remaining days, except if otherwise indicated on the Order Form/Cover Document.

6.8. Worldline has the right to deduct all amounts that are due by the Merchant and have lapsed on the moment that a payment transaction is performed or on the reception date of the bank transfer, from the amount of the payment transaction that is executed for the Merchant's benefit. It is understood that this deduction shall be complementary to the direct debit mandate, and shall only be used after the Merchant has been notified by Worldline. Worldline has the right to charge the Merchant for all additional costs that are associated with this deduction.

6.9. Worldline has the right to increase the amount of any invoice that is not entirely paid on the expiry date with a fixed compensation of 15%, with a minimum of 10€, as well as with contractual default interest of 10% annually, by operation of law and without any prior notice of default. Worldline also reserves the right to charge the reminder costs to the Merchant.

6.10. If the Merchant disputes a part of an invoice, then the Merchant shall only be able to withhold payment of the disputed part until the dispute has been settled. The Merchant shall not have the right to suspend payment of the other non-disputed parts of the invoice.

6.11. If the Merchant fails to pay one or more invoices during two subsequent months following the expiry date, then Worldline shall have the right to request possession of all rented equipment (such as the payment terminal). Worldline also reserves the right to invoice the costs for returning and reactivating this equipment.

7. PROOF

7.1. The Merchant recognizes the importance of electronic transactions, electronically available documents and electronic proof (as registered by the payment terminals and the central computer systems of Worldline). The Merchant accepts that this information – as well as all file data and documents in other than paper form – have the same evidentiary value as paper forms, and that they are legally binding and can be used in judicial procedures.

7.2. The Merchant accepts the concept of a digital signature and accepts that the electronic signature system provided by Worldline or one of its business partners, constitutes a set of electronic data that can be attributed to the Merchant and that demonstrates the integrity of the content of the Contract.

7.3. The Merchant accepts that Worldline keeps electronic transaction data during only a limited period of time.

7.4. Worldline has the right to make documents available to the Merchant through the communication channel it deems most appropriate, such as the Website.

8. INTELLECTUAL PROPERTY

8.1. All intellectual property rights with respect to its products, software, documentation and services are owned by Worldline or its licensors.

8.2. Worldline grants a limited, non-exclusive, non-transferable license (the "License") on the software and its documentation. Its scope shall be limited to what is strictly necessary for the execution of the Contract.

8.3. Except where expressly allowed otherwise by the legislation, the Merchant shall not have the right to change, decompile or reverse-engineer the software. If the Merchant needs to obtain certain information in order to achieve compatibility with independently developed software, then the Merchant shall first negotiate in good faith with Worldline in order to reach an agreement about the conditions that would apply when such information would be made available by Worldline.

8.4. Worldline shall indemnify the Merchant against every third party demand that is found justified by either Worldline or a competent court, in which the third party claims that the use of a certain product or software infringes upon the intellectual ownership rights of this third party. Worldline shall bear the cost of this indemnification, and shall have the option to:

- obtain the right for the Merchant to continue using the product or software;
- change or replace the product or software, so that this use will no longer infringe the third party intellectual property rights;

- if the above options are not economically viable, request the Merchant to:
 - terminate the use of the product or software; or
 - return the purchased product or the purchased software to Worldline, in exchange for a reimbursement by Worldline of the purchase price, taking into account a deduction of the reasonable depreciations registered in the Merchant's accounting books.

8.5. The indemnification duty set forth in clause 8.4 shall only apply if:

- the Merchant immediately informs Worldline about every claim, and refrains from reacting to a claim without Worldline's prior consent;
- the Merchant leaves the entire claim handling and settlement procedure to Worldline;
- the alleged infringement is not caused by the fact that the Merchant uses the product or software in a manner that is either not allowed by the Contract, or is clearly unreasonable; and
- the alleged infringement is not caused by the use of the product or software in combination with a product, software, service or other element not furnished by Worldline.

9. RISK ALLOCATION

9.1. The Merchant shall see to it that all claims and complaints from card holders are exclusively targeted at the Merchant. The Merchant shall indemnify Worldline for every claim and complaint, irrespective of its nature or legal ground, that would be submitted to Worldline by a card holder or third party in relation to the execution of the Contract.

9.2. The Merchant shall take full responsibility for the consequences of every modification made by the Merchant or a third party to the products, software or services made available in the context of the Contract — in particular when a modification would trigger changes and/or disruption of the software that alter the nature of the services activated in the Merchant's advantage.

9.3. Worldline shall act as a professional supplier, and shall use reasonable efforts to execute its contractual obligations in a correct manner and in compliance with the contents of the Contract. All of Worldline's obligations of result are set forth in the "Service Level Agreement" annex(es).

9.4. If Worldline would cause any contractual or extra-contractual damage to a Merchant, then Worldline shall compensate such damage to the extent it consists of direct damage, and the damage was notified to Worldline by the Merchant within an expiry term of one month after discovery (and in any case within

one year after the damage-causing events took place).

The maximum liability of Worldline for every contractual or extra-contractual obligation, indemnification or damage shall be limited per calendar year to the highest of the following two amounts: (a) 500 EUR; or (b) 30% of the relevant part of the total amount effectively paid by the Merchant to Worldline in the course of the calendar year in which the damage was notified to Worldline. The "relevant part" shall be defined as that part that relates to the service, software or product associated with (or that has triggered) the damage; if this part cannot be deducted explicitly, then it shall be defined in good faith by the parties by taking into account the share of the service / software / product concerned in the total amount. The relevant part shall never contain any pass-through amounts that need to be paid to third parties by Worldline (e.g., the interchange fees and card scheme fees for acquiring transactions).

9.5. Except in case of willful intent or fraud, Worldline shall not be liable for any indirect damage, such as work stoppages, overtime, revenue loss, administrative or other fines, temporary engagement of third parties, lost cost reductions, damage to or loss of data, third party claims, loss of opportunities, or reputational damage.

9.6. No clause of the Contract shall limit the liability of either party for willful intent or fraud.

10. ASSIGNMENT AND ADMINISTRATIVE CHANGES

10.1. The Merchant cannot assign the Contract, whether partially or entirely, without Worldline's prior written consent.

10.2. If the Merchant would transfer his commercial activities, then Worldline shall only implement the changes caused by this transfer if the Merchant has completed the dedicated form. This document is available on the Website, and can also be obtained by contacting the Customer Relations Division.

10.3. The Merchant shall notify Worldline in writing of all changes to his name and administrative data (such as his address and fax number) by completing the dedicated form. This form is available on the Website, and can also be obtained by contacting the Customer Relations Division.

10.4. The requests for change specified above must be sent to Worldline at the latest ten Business Days before the transfer of commercial activities or administrative changes effectively take place. If a change would impact the bank account on which a SEPA direct debit mandate was established for Worldline, then

the Merchant shall send a new SEPA direct debit mandate for Worldline.

10.5. The Merchant shall immediately notify Worldline by registered letter or fax of the termination (for whatever reason) of his commercial activities. None of the Card transactions performed after that moment shall create any obligations vis-à-vis Worldline.

10.6. In case the change affects the Merchant's legal position or commercial activities, then Worldline shall have the right to terminate the Contract for convenience, and request to agree and sign a new contract. In absence of such new contract, Worldline shall have no obligations towards the Merchants for any Card transactions performed after the change.

11. FORCE MAJEURE

11.1. In case of force majeure (defined in the Contract as all situations that are not under the reasonable control of Worldline) the parties shall cooperate in good faith in order to deal with the force majeure situation and its consequences.

11.2. Shall in particular qualify as examples of force majeure: wars, earth shakes, fires, floods, unexpected strikes, serious IT fraud, energy and telecommunication interruptions, etc.

12. PROTECTION OF PERSONAL DATA

12.1. For Worldline, the protection of Personal Data is a topic of the utmost importance. The Processing of Data, including Personal Data, is part of its core activities and, accordingly, compliance with Data protection laws and regulations is one of Worldline's main priorities. The treatment of Personal Data is further elaborated in Worldline's Privacy Notice (which can be found on the Website) and the Processing Terms

12.2. The telephone conversations between the Merchant and the Customer Relations Division of Worldline may be recorded or monitored by other employees or consultants of Worldline who do not participate. In these conversations, for purposes of training and/or employee supervision. The Merchant can refuse this on a call-by-call basis.

13. PUBLICITY

13.1. The Merchant shall only use the name and logos of Worldline in a manner that does not harm Worldline's image or reputation.

13.2. The Merchant shall comply with Worldline's guidelines for publicity material and logos (of Worldline or the Card Schemes) on physical points of sale and websites.

14. ACQUIRING

This clause 14 only applies if acquiring services (i.e., payment instrument acceptance) are part of the Contract.

14.1. After the activation, Worldline will assign one or more membership numbers to the Merchant. The Merchant shall verify whether the membership numbers initialized in the online payment platform and payment terminal correspond with the membership numbers assigned by Worldline. If such would not be the case (which tends to particularly arise when commercial activities are being transferred), then the Merchant shall strictly refrain from accepting any transactions, and shall instead contact Worldline first. The Merchant acknowledges that if he would nevertheless accept any transactions despite non-corresponding membership numbers, the transaction amounts may be transferred to a third party. The Merchant shall then be himself responsible for recovering these amounts from the third party.

14.2. The Merchant recognizes that, depending on the circumstances in which the Contract was agreed, it is possible that the effective verification of the activities and risk profile of the Merchant will not be done until after the Contract was already agreed between the parties. The Merchant therefore accepts that Worldline shall have the right to refuse the Merchant's subscription, and to terminate the Contract up to one month after it was initially agreed. Worldline shall inform the Merchant about this refusal and termination within one month. During this period, Worldline will pay the Merchant all amounts for transactions accepted by the Merchant, to the extent the Merchant complied with the Contract.

14.3. The Merchant accepts to verify, not only after each installation and modification but also on a periodic basis, whether all of the Merchant's identification and payment data registered by the online payment platform (e.g., in transaction logs) and by the payment terminal (e.g., on the printed ticket) are correct. The Merchant accepts that every negligence in this regard may lead to incorrect payments to wrong accounts or third parties.

14.4. The Merchant shall define the bank account to which the transaction amounts need to be transferred. The bank account number that is mentioned by the Merchant on the Order Form/Cover Document can only be changed by following the procedure set forth in clause 10. Worldline shall not be responsible if the wrong bank account number was specified.

14.5. Any change of bank account must be immediately notified to Worldline, in writing, by an authorized person. In case urgent changes

to the bank account are required, the Merchant shall request Worldline by phone to temporarily suspend payments until this new bank account is activated, to avoid that payments would be made to the wrong bank account. If Worldline would have doubts about the request to change the bank account, then it shall have the right to suspend the payments until Worldline receives confirmation that the change request was indeed submitted by a duly authorized person.

14.6. The Merchant and/or his employees and/or assignees shall strictly refrain from entering the secret code of the card holder, confirming the amount to be paid, or cancelling a transaction. Only card holders themselves are allowed to perform these actions.

14.7. The Merchant shall verify Worldline's periodical payments as a duly responsible person (*bonus pater familias*), and shall immediately inform Worldline about any (suspected) errors. Without prejudice to the generality of the foregoing sentence, Worldline shall not be liable for any interests on overdue or incorrect payments that could have been avoided if the Merchant had verified Worldline's payments as a duly responsible person.

14.8. If the Merchant would impose a price difference, additional charge, condition, obligation or special guarantee on the card holder at the moment a Card is offered, then such element shall be made sufficiently clear before the transaction is initiated and shall be commensurate to the transaction cost paid by the Merchant.

14.9. Worldline has the right to separately charge any additional administrative or technical actions that would be required for the Merchant in relation to a payment transaction (e.g., for intervening in transaction disputes, for specific administrative modifications or rectifications, etc).

14.10. The Merchant shall visibly affix, at least at the entrance of his physical point(s) of sale, all the official logos of all the Cards indicated by him on the Order Form/Cover Document, so as to inform the public about all the Cards accepted by the Merchant for payment transactions. If such affixing is not possible (e.g., in case of distance sales or Internet sales), then the Merchant shall inform his customers by showing the logos and trade names on his catalogues, order forms and website (payment page and home page).

14.11. The Merchant shall obtain Worldline's prior written consent for using the name and/or logo of Worldline or any Card Scheme / Card brand (e.g. Bancontact/Mister Cash, Visa Electron, MasterCard, Maestro, ...) for any publicity purposes.

14.12. In addition to the termination reasons grounds set forth in clause 2, Worldline shall have the right to terminate the Contract:

- for convenience, immediately, without prior notice, when no transactions were performed by the Merchant during a period of twelve months;
- for cause, immediately, in accordance with the Termination Modalities, in whole or in part, when the Merchant does not comply with the PCI/DSS requirements, or does not cooperate with any PCI/DSS related investigation performed by Worldline or any Card Scheme.

14.13. The Merchant shall immediately remove all publicity material and other Card Scheme related messages upon termination of the Contract.

14.14. The Merchant accepts that Worldline has the right to audit (or have audited) the activities of the Merchant for the purposes of Worldline's risk management, e.g. to verify the financial health of the Merchant and/or the nature of the products/services being sold.

14.15. The parties recognize that, even after the effective termination of the Contract, reimbursements may take place (e.g., due to transaction disputes initiated by card holders) that relate to transactions performed during the term of the Contract.

15. MISCELLANEOUS

15.1. In the context of the applicable anti-money laundering legislation, the Merchant shall take all relevant actions requested by Worldline, such as the submission of a copy of the identity card of the manager, or the company's articles of association. Worldline has the right to either terminate the Contract for cause, or to suspend all payments due to the

Merchant in the context of the Contract until the Merchant has complied with all the obligations imposed on him by said legislation. Worldline will, to the extent possible, notify the Merchant of its failure to comply with said legislation. In advance of the termination of the Contract or the suspension of payment.

15.2. The Merchant shall carefully read all technical documentation (such as the PCI/DSS requirements, manuals, usage guidelines for certain products, etc.), which is deemed to form a part of the Contract.

15.3. By entering into the Contract, the Merchant acknowledges to not act as a consumer. Accordingly, pursuant to articles 30 and 51 of Payment Services Directive 2007/64/EC (as implemented in national law, such as article VII.26 of the Belgian Code of Economic Law), the Merchant accepts that the statutory provisions mentioned in these articles shall not apply, and shall be deemed replaced by the contents of the Contract.

15.4. Except where explicitly mentioned otherwise on the Order Form/Cover Document, all delivery terms, installation terms and implementation terms of Worldline shall be merely indicative.

15.5. Worldline has the right to transfer the Contract to any of its affiliated entities.

16. APPLICABLE LAW AND COMPETENT COURT

16.1. The Contract shall be subject to Belgian law. In case the parties would not be able to amicably settle a dispute, the courts of Brussels shall be competent to handle the dispute.

16.2. For any complaints and out-of-court dispute resolution procedures, the Merchant can contact the FPS Economy, SMEs, Self-Employed and Energy – Directorate-General

for Control and Mediation – Front Office - NGIII, Koning Albert II-laan 16, 3rd floor, 1000 Brussels.

17. DEFINITIONS

- **Business Day:** every day except Saturdays, Sundays and public holidays in Belgium.
- **Card:** every physical or virtual payment card that can be used to perform payment transactions, e.g. a Bancontact / Mister Cash debit card, a Visa or MasterCard credit card, a V-Pay card and/or a Maestro debit card.
- **Card Scheme:** the set of rules, practices, standards and/or implementation guidelines for the execution of payment transactions, and includes any specific decision-making body, organization or entity accountable for the functioning of the scheme. Examples are Bancontact / MisterCash, Visa and MasterCard.
- **Cover Document:** the dedicated document (possibly including annexes) that describes the delivery of products, software and services by Worldline. Compared to Order Forms, Cover Documents are typically used for larger and/or more complex deliveries.
- **Order Form:** the dedicated form (possibly including annexes) that can be used by the Merchant to order Worldline products, software or services. Compared to Cover Documents, Order Forms are typically used for non-complex orders.
- **Website:** www.mypaymentsolution.be.
- **Termination Modalities:** means that a party shall have the right to terminate the Contract for cause or for convenience, without involvement of a court, by notifying the other party in writing, without any compensation being due. The Merchant accepts that there may exist reasons (e.g., anti-money laundering related) why Worldline will not motivate the termination.