

MERCHANT ADHERENCE APPENDIX

[The following form of agreement shall be produced and executed by Planet and the Wholly Owned Subsidiary and/or Merchant Affiliate and/or Franchisee or Licensee]

BY AND BETWEEN:

1. PLANET PAYMENT GROUP HOLDINGS LIMITED, a company registered in Ireland with company number 160005 whose registered office is at Martin House, IDA Business Park, Dangan, Galway, H91 A06C, Ireland; (Planet);
2. [INSERT OTHER RELEVANT PLANET ENTITY PROVIDING THE SERVICES – E.G. PLANET MERCHANT SERVICES SAS];

(Planet)

3. [INSERT DETAILS OF WHOLLY OWNED SUBSIDIARY AND/OR THE MERCHANT AFFILIATE AND/OR FRANCHISEE OR LICENSEE] a company registered in [INSERT] whose registered office is at [INSERT] (**Wholly Owned Subsidiary**)/ [**Merchant Affiliate**] / [**Franchisee or Licensee**]),

referred to individually as a "party" and collectively as "parties".

BACKGROUND

- A. Planet and Company Name ("Merchant") entered into an agreement with an effective date of [DATE] as may be amended from time to time (the Agreement).
- B. [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] Merchant Affiliate is an [Wholly Owned Subsidiary]/ [Affiliate] / [Franchisee or Licensee] Affiliate of Merchant and wishes to become party to the Agreement.

AGREED TERMS

1. Definitions, words and expressions used in this adherence agreement ("**Adherence Agreement**") shall, unless the context expressly requires otherwise, have the meaning given to them in the Agreement.
2. [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] Merchant Affiliate confirms that it has been supplied with a copy of the Agreement. [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] Merchant Affiliate agrees that from the effective date of this Adherence Agreement, being the later of the dates of execution below, it will assume all of the rights and will perform and be bound by all of the obligations contained in the Agreement to the same extent as they apply to Merchant. [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] further confirms that any amendment to the Agreement entered into by the Merchant shall apply to [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] and confirms that it has agreed with Merchant that Merchant will notify [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] of any such amendments. [Wholly Owned Subsidiary]/ [Merchant Affiliate] / [Franchisee or Licensee] further confirms that all funds may be settled to the nominated Merchant bank account.
3. This Adherence Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one Adherence Agreement.
4. This Adherence Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the applicable law set out in the Agreement.

[INSERT PARTIES AS REQUIRED]