Summary document

SCALAPAY IP ACTIVATION AGREEMENT

Update date: 15-06-2026 v. 8

This document (the "**Summary Document**") is drafted pursuant to the CICR (Comitato interministeriale per il credito ed il risparmio [Inter-Ministerial Committee for Credit and Savings] Resolution of 4 March 2003 and Bank of Italy Provision of 29 July 2009, as amended, containing the "*Transparency Provisions for Banking and Financial Services and Transactions. Fairness in relationships between brokers and customers*" and constitutes the customised version of the Information Sheet published on the website of Scalapay IP S.p.A. The Summary Document also serves as the cover page of the Activation Agreement and forms an integral and substantial part thereof.

Scalapay IP S.p.A. (the "**Company**" or "**Scalapay IP**") is willing to receive the acceptance by the seller of goods or services (the "**Merchant**") – carried out by the latter with the signature of the appropriate agreement (the "**Activation Agreement**") – having as its subject matter the agreement for the provision of the service of acquiring payment transactions (so-called *acquiring* or, for simplicity, the "**Acquiring Service**"), as well as certain technological, IT, administrative and marketing services.

The effectiveness of the Activation Agreement is therefore subject to the activation of the Acquiring Service by the Merchant and the successful completion of the relevant checks, including, inter alia, anti-money laundering (AML) checks.

ABOUT SCALAPAY IP S.p.A.

Scalapay IP, a single-person company, is an Italian payment institution authorised to provide payment services and subject to the supervision of the Bank of Italy, which carries out its activities pursuant to Art. 114 *sexies* aet seq. of Legislative Decree No. 385, of 1 September 1993 (the "**Consolidated Banking Act**" or "**TUB**").

Company name	Scalapay IP S.p.A.
Registered and administrative office	Via Nervesa No. 21, 20139 – Milan
Tax Code and VAT Number	06078740484
Ordinary Email Address	administration@scalapay.com@ip.scalapay.com
Certified Email Address	scalapayip@legalmail.it
Website	https://paymentinstitute.scalapay.com/
Registration Number with the Register of	5

Payment Institutions	
Registration Number with the Business Registry	06078740484

For further information and/or to conclude the Activation Contract, the Merchant may contact the Company's Customer Support Office at the contact details available on the its website.

FEATURES OF THE ACQUIRING SERVICE

The Scalapay IP Acquiring Service enables Merchants to offer their end customers (individuals who normally qualify as consumers) the ability to purchase their products and services using the additional payment services offered by Scalapay IP.

The Acquiring Service offered by Scalapay IP allows the Merchant to acquire from its customers (the "**Customer**") only and exclusively the payment transaction deriving from the purchase of the product or service chosen by the Customer who has decided to use the payment solution offered by Scalapay IP.

In particular, Scalapay IP offers Customers a payment Tool consisting of the set of procedures agreed upon and governed by a specific agreement, used to initiate the payment order for the purchase of the Merchant's good or service (the "**Scalapay Payment Tool**").

The acquisition of the payment transaction carried out by the Customer through the Scalapay Payment Tool is made possible following the activation of a virtual Point of Sale (POS) provided by Scalapay IP (the "**POS**" or "**Scalapay Gateway**"), which is integrated into the Merchant's online and/or in-store point of sale when the Acquiring Service is provided.

TYPICAL RISKS OF THE ACQUIRING SERVICE

Since the Scalapay IP Acquiring Service only allows the Merchant to agree to payment transactions made by the Customer through the Scalapay Payment Tool, there is no particular risk for the Merchant. However, the Merchant's failure to comply with its obligations under the Activation Agreement may result in legal action by Scalapay IP or in Scalapay IP's request to set aside a reserve by withholding the amounts otherwise due to the Merchant, with timely notice to the Merchant. Alternatively, the Merchant, or its parent companies or subsidiaries, may be required to provide security in favour of Scalapay IP, including a security deposit.

However, certain residual risks still remain:

- **Legal risk** – the risk that failure by the Merchant to comply with the obligations under the Activation Agreement may result in legal action by Scalapay IP;
- **Risk of unfavourable unilateral changes** – the risk that the financial or contractual conditions applicable to the Activation Agreement will be varied in a way that is unfavourable to the Merchant, even if this is done in accordance with the methods set forth by current legislation and as governed in the Activation Agreement itself.

FINANCIAL CONDITIONS OF THE ACQUIRING SERVICE FOR THE MERCHANT

The economic terms are set out below::

Point(s) of Sale	
Variable Fee	The maximum variable fee applicable to the Merchant is 10% of the Total Product Cost or service purchased by the Customer (the "Variable Fee"). The specific Variable Fee applied is indicated in the Activation Agreement.
Fixed Fee	The maximum applicable fixed fee is Euro 1.00 (one/00) for each transaction relating to the purchase of products and services by the Customer using the Scalapay Payment Tool (the "Fixed Fee"). The specific Fixed Fee applied is indicated in the Activation Agreement.
Expense for sending of periodic reports on hard copy	Euro 2.00 (two) for each submission.
Expense for sending of periodic reports on other durable media	Euro 0.00 (zero) for each submission.

TAX CLAUSES:

VAT

The invoices issued are subject to VAT exemption pursuant to Article 10, paragraph 1, no. 1 of Presidential Decree No. 633 of 26 October 1972.

STAMP DUTY

An amount of EUR 2.00 (two/00) per month shall be due where the total amount resulting from the invoice relating to the commissions applied by the Company for the relevant month exceeds EUR 77.47 (seventy-seven/47). If such threshold is not exceeded, the stamp duty shall not be due.

The Merchant acknowledges and agrees that the above payment shall be made on a monthly basis and, alternatively, by direct debit to the bank account indicated or by offsetting.

An amount of EUR 16.00 (sixteen/00) pursuant to Article 2, Part I, annexed to Presidential Decree

No. 642 of 26 October 1972.

Such stamp duty, charged on a lump-sum basis, shall be paid either by direct debit from the indicated current account or by offsetting. It should be noted that the amount of €16.00 (sixteen/00) is fixed and is charged only once, at the time the contract is executed.

Scalapay IP declares that it discharges stamp duty in virtual form, pursuant to Article 15 of Presidential Decree No. 642 of 26 October 1972, under Authorization of the Italian Revenue Agency No. 396837 dated 1 November 2025.

KEY CONTRACTUAL CONDITIONS

Term. The Activation Agreement is indefinite.

Right of Withdrawal. Scalapay IP and the Merchant are entitled to withdraw from the Activation Agreement at any time and free of charge, by giving notice to the other party by registered letter with return receipt or by certified email or ordinary email, with 30 (thirty) calendar days' notice before the date on which the withdrawal is to become effective. No notice is due in the event of withdrawal with just cause, without prejudice to the obligation to communicate the withdrawal in the manner indicated.

Express Termination Clause. Scalapay IP is also entitled to terminate the Activation Agreement, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, by written communication to be sent by registered letter with return receipt, in the event of the Merchant's partial or complete failure to comply, on one or more occasions, with the obligations indicated in the Activation Agreement.

Resolutive condition. The Activation Agreement is subject to a resolutive condition that shall operate by operation of law in the event that: (i) the Merchant fails to provide the information necessary for the successful completion of the anti-money laundering (AML) checks; or (ii) as a result of the AML checks, the Company is unable to continue performing the Activation Agreement in accordance with its internal policies and procedures.

Unilateral Amendments to the Activation Agreement. Any amendment to the Activation Agreement must be agreed in writing between the parties; however, Scalapay IP reserves the right to amend the Activation Agreement, providing the Merchant with at least 60 (sixty) days' notice.

Unilateral changes are deemed accepted if the Merchant does not withdraw from the Activation Agreement by the date indicated for their application in the unilateral amendment proposal.

Complaints. The Merchant may lodge a complaint with Scalapay IP by certified email at scalapayipreclami@legalmail.it or by ordinary email at reclami@ip.scalapay.com, or by sending a registered letter with return receipt to Scalapay IP, at Via Nervesa no. 21, 20139 – Milan (MI), or following the procedure for submitting a complaint available on the Company's website, in the complaints section (https://paymentinstitute.scalapay.com/).

Scalapay IP will attempt to resolve the complaint within 30 (thirty) days of receipt of the same, indicating, in the event of its acceptance of the complaint, the timeframes for fulfilment

If the Merchant does not receive a response within the period indicated or is not satisfied with the response received from Scalapay IP, without prejudice to its right to take legal action, it may decide to opt for one of the following methods in order to remedy the dispute:

- Banking and Financial Arbitration – The Merchant may file an appeal with the Banking and Financial Arbitration service (the "**ABF**"). The ABF is an alternative system to civil justice for the resolution of disputes between banks and brokers and their clients regarding banking and financial services and transactions. For more information, the Merchant can consult the relevant practical guide accessible through this link, or ask Scalapay IP directly for information.
- Banking and Financial Conciliator – the Merchant may activate arbitration or conciliation procedures that the Merchant and Scalapay IP may propose through specific bodies recognised by law (such as the Banking and Financial Conciliator).
- Bank of Italy – the Merchant may contact the Bank of Italy directly using the online service provided on the Bank of Italy website, under the section "*Citizen Services*".

In the event that the Merchant wishes to bring legal action before the courts, it must activate the conciliation procedure in advance in accordance with the provisions of Article 5, paragraph 1, of Legislative Decree No. 28, of 4 March 2010.