

ORDER FORM FOR POM SENDER SERVICES

1. IDENTIFICATION OF THE SENDER

If you complete an online onboarding form, identification is based on the information you have provided on the online onboarding form.

Legal entity and legal form:	
Street and number:	
City and postal code:	
Enterprise number:	
General contact person:	Name: E-mail address: Telephone number:
Technical contact person:	Name: E-mail address: Telephone number:
IBAN:	
Name account holder:	
Purpose of the bank account:	collection of outgoing invoices, reminders, membership fees

2. ORDER

If you complete an online order form, the order is based on the order you have placed online.

Type of Service:	Sender Services as indicated in the Terms of Use.
Start date:	Date of signature of the order form
Initial term:	3 years
Charges:	Please see Annex 2 "Charges"
Billing	Type of transaction billing: <input type="checkbox"/> Postpaid plan <input type="checkbox"/> Prepaid plan <input type="checkbox"/> Monthly plan

3. SIGNATURE

By signing this order form, the Sender agrees to the attached Terms of Use and its annexes.

Sender:	POM:
Name: Function: Date: Signature:	Name: Function: Date: Signature:

POM TERMS OF USE FOR SENDERS

When you use our Sender Services, you agree to the following terms of use of POM NV/SA, Lange Gasthuisstraat 29A, bus 8, 2000 Antwerp, Belgium with company number 0560.816.683 (hereinafter "POM", "we", "us", "we", "our").

1. DEFINITIES

1.1. **Agreement:** the Order Form (if applicable), the Terms of Use for Senders and the Data Processing Agreement and any annex referring to this Agreement.

1.2. **Authenticity:** the property of a document warranting that it originates from a specific Sender.

1.3. **Effective Date:** the start date of the Sender Services as stated on the Order Form or, in the absence of an Order Form, the date on which POM starts providing Sender Services.

1.4. **Integrity:** the property of a document warranting that its contents have not been modified.

1.5. **Initial Term:** the initial term indicated on the Order Form or, in the absence of an Order Form, three (3) years after the Effective Date.

1.6. **Intellectual Property Rights:** all brands, logos, trademarks, internet domain names, models and designs, patents, copyrights (including all rights relating to software) and moral rights, rights relating to databases, semiconductor topographies, knowhow, and other rights, as well as all other industrial and intellectual rights, in any case independent from whether or not they have been registered and with the inclusion of registration applications as well as all equivalent rights or means of protection leading to a similar result anywhere in the world

1.7. **Order Form:** the order form signed by the Sender.

1.8. **Payment service provider:** the legal person offering a payment service as defined in Article I.9 of the Economic Law Code in the context of the Services.

1.9. **Services:** the services provided by POM to the User that enable it to make a payment.

1.10. **User:** any natural person using POM's Services.

1.11. **Terms of Use:** this agreement and any annexes.

1.12. **Sender:** any natural or legal person who, in the course of his/her trade activity, company activity, craft or professional activity issues electronic invoices and other documents to his/her customers and who enters into a contractual relationship with POM resulting from the conclusion of this Agreement.

1.13. **Sender Services:** the services provided by POM to Senders that allow them, inter alia, to invite Users to make a payment, and as further described on our Website.

1.14. **Website:** POM's website (<https://www.pom.be>).

2. SCOPE AND LANGUAGE

2.1. The language of these Terms of Use and of further relations between the Sender and POM is English.

2.2. The Sender declares to have read and accepted these Terms of Use as soon as it uses the Sender Services. If the Sender does not accept these Terms of Use in full, it cannot use the Sender Services.

2.3. If the Sender is a legal person, the Sender declares to be properly represented by its authorised agents. If such is not the case, these imperfect agents are held jointly and severally liable to fulfil the obligations together with the legal person they pretended to

represent. If the Sender is a natural person, the Sender needs to be of legal age in order to agree to these Terms of Use.

2.4. The concluded agreement will be archived and will not be accessible. However, the Terms of Use can be consulted on our Website and the Sender can save these Terms of Use.

3. THE SENDER SERVICES

3.1. POM will use its best efforts to deliver the Sender Services "as is". The Sender recognises that POM cannot guarantee a flawless operation of the Sender Services. POM will, however, ensure that:

- all of its staff and subcontractors shall have the proper training and skills required to fulfil her best efforts obligations;
- all of its staff and subcontractors shall be informed of any confidentiality obligations pertaining to the information communicated by the Sender;
- any information marked as confidential by the Sender will be treated as such, with the exception of information which necessarily needs to be shared with subcontractors or other service providers in the performance of its obligations under this Agreement;
- requests of the Sender pertaining to the delivery of the Sender Services and communicated via the proper channels shall be answered within a reasonable timeframe;
- unforeseen interruptions of the Sender Services are communicated to the Sender as soon as reasonably possible;
- the Sender Services shall be maintained and updated in accordance with good industry practice and any unavailability of the Sender Services as a consequence of such maintenance or update shall be communicated to the Sender in advance;
- timely response procedures shall be put in place should any technical defect arise;
- provide an audit trail which will be duly archived and kept and which will allow the Sender to proof at a later stage that a User has indeed accepted an invoice or executed a payment transaction;
- the Sender Services comply with the applicable Belgian laws and regulations insofar such compliance falls under her responsibilities according to said laws and regulations as well as the terms of this Agreement.

3.2. Subject to the Sender's compliance with the provisions of Article 4 below, POM will undertake in accordance with good industry practice the required set-up activities to allow for the initialisation of delivery of Sender Services to the Sender's Users within the first month after the Effective Date, unless the Parties expressly agree otherwise in writing. The Sender alone bears responsibility for its systems on which the set-up activities are undertaken, and the Sender alone is responsible for the creation of necessary backups and other copies as well as for the implementation of the Sender Services according to the implementation guidelines furnished by POM.

3.3. POM engages the services of a Payment service provider. The services provided by the Payment service provider are subject to terms and conditions which can be consulted on our Website and payment page.

4. RESPONSIBILITIES OF THE SENDER

4.1. The Sender will make sure that its systems are sufficiently available, accessible and secure to allow for proper functioning of the

Services. Where and when applicable the Sender will give its consent in a timely fashion.

4.2. The Sender will deliver all documents and/or information via the electronic channels and in the format specified by POM. The Sender warrants that all such documents and information comply with the applicable laws and regulations, including but not limited to the provisions of the European Council Directive 2001/115/EC of 20 December 2001 regarding electronic invoicing and the Belgian implementing legislation. For electronic invoices, it is the Sender's responsibility to ensure that all those are: (i) properly archived in their original format while recognizing that the cloud storage capabilities of the Sender Services cannot be used for such (legal) archiving purposes, and (ii) appropriately checked and safeguarded with regard to their Authenticity and the Integrity.

4.3. The Sender will ensure full compliance with any security guidelines issued by POM regarding the Services and will avoid to the best of its abilities unauthorised or fraudulent access to or use of the Services.

4.4. The Sender will notify POM in advance of any operation on or adaptation to its systems which may directly or indirectly affect the security or the proper delivery of the Services to the User. The Sender accepts and acknowledges that any such operation or adaptation which was not notified in advance may seriously influence or obstruct the proper delivery of the Services or Sender Services.

4.5. The Sender recognizes that POM depends on third parties for the delivery of payment and cloud storage services for the provision of certain key aspects of the Services. In particular, in order to facilitate payment transactions initiated by the User to the Sender via POM's platform, POM makes use of acquiring services of a third party Payment service provider (the Acquirer). This provider holds a payment institution license and is supervised by the financial authorities (i.e. the National Bank of Belgium). In this regard, the Sender agrees to enter into a contract with a third party Acquirer, which was preselected by POM. The contract between the Sender and the Acquirer is required to comply with Know Your Customer obligations and does not imply any additional costs (as the price of the acquiring services is included in the charges for the Sender Services).

4.6. Without prejudice to the provisions of Article 6, the Sender will treat all information it receives from POM with regard to the operational and functional aspects of the Services as a trade secret.

4.7. The Sender guarantees, holds harmless and indemnifies POM for the accuracy and completeness of all documents, information and other elements he provides and guarantees that the use of these documents, information and other elements does not infringe national or international regulations, nor the rights of third parties, and indemnifies POM against any legal action by third parties regarding these documents, information or other elements.

4.8. The Sender will actively promote the Services towards its customers, including on its website, its paper invoices, etc.

5. CHARGES AND PAYMENT

5.1. Charges for the Sender Services are mentioned in the Order Form and the attached annex Charges (**Annex 2**), which are both an integral part of this Agreement. The license fee and one-time set-up fee (if applicable) will be billed on the Effective Date unless otherwise agreed in writing. The per document/transaction fees will be billed in accordance with Annex 2. All invoices are payable under the conditions stipulated below.

5.2. All charges billed to the Sender by POM are payable immediately and in full within thirty (30) calendar days after the invoice date without discount, set-off or withholding any sum for any reason

unless explicit and written agreement between the Parties to the contrary. In the event of late payment, the entire debt is due.

5.3. The charges billed to the Sender by POM include the acquiring costs related to the Sender Services due by the Sender to the acquirer. POM receives the Sender's payment of the acquiring costs in the name and on behalf of the acquirer. The payment of the invoice by Sender to POM settles the Sender's debt to the acquirer in relation to the acquiring costs.

5.4. Should the Sender request distinct services outside the normal scope of the Sender Services, POM has the right to invoice the charges for such services separately.

5.5. Unless expressly provided otherwise, all charges are VAT excluded as well as excluded all other levies, which will be added separately at the prevailing rate.

5.6. All charges are subject to indexation on the 31st of December. The Parties agree to apply a price index mechanism which they will base on the monthly published Agoria index ('Ai') for salary costs and social charges. The following formula will be used to calculate the new charges: $\text{Charges} \times 0,2 + \text{Charges} \times 0,8 \times (\text{Ai}/\text{Ai0})$; with Ai being the Agoria index applicable in the month before prices are indexed and Ai0 being the Agoria index applicable during the month before the Effective Date. Should the Agoria index for whatever reason not be available, the Parties will agree in good faith on a new method of indexation. POM also retains the right to change its future charges if any price-determining factor is influenced significantly due to a cause beyond her control, including but not limited to a change in price for the services provided by third party service providers on which the Services or Sender Services rely. Any change in charges will be communicated to the Sender one (1) month before such change takes effect.

5.7. Any invoice not paid on the due date will ipso jure and without formal notice of default be increased by a flat rate indemnity equal to 10% of the net invoice amount (with a minimum of 250 EUR and under reserve of all rights), as well as with the legal interest rate applicable to late payment of commercial transactions and this from the due date until the date payment has been made. Such interest will accrue on a daily basis.

5.8. Should the Sender dispute an invoice or the services described therein, it will in any case be held to pay the undisputed part. The Sender will not be allowed to proceed to settlement or to suspend any of its own commitments in the frame of delivering the Services to the User, unless POM consents explicitly and unconditionally to such arrangement. Notwithstanding any explicit provision to the contrary, POM must be notified by e-mail and registered letter of any dispute regarding its invoices at the latest within ten (10) calendar dates after the invoice date.

5.9. In the event that the Sender does not fulfil his obligations, POM retains the right to suspend the delivery of the Services or Sender Services without formal notice of default nor notification or compensation, subject to all rights.

6. DATA PROTECTION

6.1. POM processes personal data to offer the Services and Sender Services. Please refer to the attached annex Data Processing Agreement (**Annex 1**) and to our privacy policy available on our Website.

7. INTELLECTUAL PROPERTY

7.1. POM is and remains at all times the holder of all Intellectual Property Rights pertaining to the content - including all appurtenances - of the Sender Services excluding documentation, drawings, sketches or software of the Payment service provider, the User or the Sender. POM only grants the Sender a non-exclusive, non-transferable and

non-sublicensable right of use to the Sender Services for an indefinite period of time, unless an expressly specified period is determined in writing between the Parties, consistent with normal use of the Sender Services by a normal, prudent Sender. Unless expressly stipulated otherwise, POM will not transfer any Intellectual Property Rights to the Sender.

7.2. Having regard to the provisions of the preceding paragraphs, the Sender shall not copy, analyse, decompile, make public, distribute, transfer to third parties, or change any content encumbered with Intellectual Property Rights unless expressly permitted by POM.

7.3. Each use by the Sender of any material protected by Intellectual Property Rights or other rights of third parties, happens on the full and sole responsibility of the Sender, who indemnifies POM against any possible legal action of third parties with regard to violation of their rights. The Sender acknowledges and accepts that POM exercises no power of control nor any advisory powers with regard to any rights held by third parties.

7.4. POM is allowed to make public the fact that the Sender is a client unless provided to the contrary, and to this end may use the Sender's company name and logo where applicable.

8. AVAILABILITY

8.1. POM makes reasonable efforts to make the Sender Services available as much as possible. However, POM reserves the right at its sole discretion, at any time and for such duration as it deems necessary, to modify or discontinue the availability of the Sender Services without any notice, without giving any reason and without any liability to the Sender, for example for maintenance work.

8.2. POM cannot be held to compensate the Sender for the unavailability of the Services or Sender Services caused by maintenance or update activities of which the Sender was duly notified in accordance with these Terms of Use (or in case of important and urgent maintenance).

8.3. The POM standard service levels can be found here: <https://www.pom.be/nl/sla>

9. WARRANTIES, LIABILITY AND INDEMNIFICATION

9.1. The Sender may not transfer the rights and obligations under these Terms of Use to any third party without POM's prior written consent.

9.2. POM is not responsible and is thus in no way liable for shortcomings, even due to serious fault, in the Sender Services or the services of third parties that co-facilitate the provision of the Sender Services but over which POM does not exercise any control (e.g. telecom providers). In any case, for all aspects of the Services or Sender Services which are dependent on the services of third parties, POM can only be held to those obligations, liabilities and warranties that it itself can invoke vis-à-vis these third parties for the provision of their services.

9.3. POM does not offer archiving of (electronic) invoices processed via the Sender Services, this remains entirely the responsibility of the Sender.

9.4. POM does not exercise any control over the content of the invoices provided by the Sender and is therefore not responsible or liable for any content-related inaccuracies in the invoices.

9.5. POM does not exercise any control over the operation, use and security of the payment solutions offered by the Payment service providers under the Sender Services. Any damage resulting from an unauthorised, non-executed or defective payment is the liability of the Payment service provider. The Sender cannot recover these damages from POM.

9.6. POM cannot be held liable, not even in case of serious fault, for indirect damages, including consequential damages, financial or commercial damages, loss of profit or income, lost opportunities, lost savings, damage due to business discontinuity, reputational damage, damage from legal proceedings initiated by third parties against the Sender, as well as any other damage not covered by the restrictive interpretation of direct damages within the framework of this Terms of Use.

9.7. POM's total, aggregate liability to the Sender in connection with the use of the Sender Services shall be limited to the total cumulative value of fees paid by the Sender in the twelve (12) months preceding the discovery of the damages or, if the Sender uses the Sender Services for a shorter period of time, the total cumulative fees paid during such use, and shall in any case be limited to the insurance coverage available at the moment a settlement has been reached or the moment a judgement becomes *res judicata*.

9.8. The Sender will indemnify POM from all legal actions in principal, interests and costs, including costs of legal assistance, on matters for which the Sender must bear the costs itself.

9.9. The Parties must notify each other as soon as possible and at the latest within thirty (30) calendar days after the occurrence of damages and must take all necessary steps to limit the impact of these damages. Belatedly communicated damages are not eligible for compensation.

10. FORCE MAJEURE

10.1. Neither Party can be held liable for the partial, temporary or permanent delay or any impediment in the execution of its obligations under these Terms of Use if such is caused by force majeure, which shall at least be understood to encompass any reasonably unforeseeable event that has occurred and prevents, hinders or delays any of a Party's obligations under this Agreement by fire, flood, earthquake, natural disasters or other phenomena, acts of war, terrorism, riots, strikes and labour disputes, illness or death of administrators or employees, government measures, technical failures, telecom disruptions, civil disorder, rebellions or revolutions, non-performance of a Party's subcontractor as far as this non-performance is caused by a force majeure event, or any other cause beyond the reasonable control of such Party.

10.2. The Party confronted with circumstances constituting force majeure shall be relieved from the performance of its obligations for as long as these circumstances hinder or prevent the fulfilment of its obligations.

10.3. The Party confronted with said circumstances shall inform the other Party without delay regarding the modalities and expected impact of these circumstances.

10.4. The Party confronted by circumstances of force majeure will take all reasonable measure to limit the adverse effects of these circumstances on its obligations under these Terms of Use and will resume its obligations as soon as the Force Majeure has ended.

11. CONFIDENTIALITY

11.1. All information either Party receives during the term of these Terms of Use which pertains to the technical, organisational or procedural aspects of the other Party's systems and business processes shall be considered confidential and be treated as trade secret, unless: (i) the Party to whom the information belongs expressly stipulates otherwise; or (ii) such information needs to be communicated to subcontractors or third parties for the performance of the commitments under these Terms of Use and the Party to whom the information belongs has been duly informed in advance of this need to communicate.

11.2. All information either Party receives from the other which does not qualify as a type of information described in Article 11.1 shall only be considered confidential if marked as such by the Party to whom the information belongs. The marking of information as confidential must always have a written deposition.

11.3. If and when a governmental or judicial competent authority requires confidential information, then Parties will first confer with one another prior to any disclosure, which in any case will be limited to the minimal divulgence of information in order to comply with the governmental or judicial order.

12. DURATION AND TERMINATION

12.1. This Agreement shall commence on the Effective Date and shall continue for a term equal to the Initial Term, following which it will automatically and tacitly be extended for an indefinite period.

12.2. After the Initial Term, each Party may terminate this Agreement at any time upon written notice by registered mail taking into account a term of notice of three (3) months.

12.3. If at its own hands should either Party be declared bankrupt, or should it file for bankruptcy, or otherwise has lost the free control of its assets, is apparently insolvent or appears in a state of cessation of payments, the performance of this Agreement and related commitments have become impossible and/or the trust between Parties has been broke irreparably, the other Party shall have the right, upon written notice given by registered mail, to immediately suspend and/or terminate this Agreement without indemnity with immediate effect and without recourse to a court of law. If the agreement is terminated, the Sender will no longer be able to use the Sender Services.

12.4. In case either Party does not fulfil its obligations or hampers the proper performance of the Agreement, the other Party retains the right to suspend its own services upon written notice given by registered mail until the defaulting Party rectifies the situation.

12.5. Upon termination of the Agreement for any reason, the Parties shall cease to use each other's intellectual property and shall return or destroy all confidential information of the other. All outstanding invoices will be payable immediately and the Sender will compensate POM for all Sender Services rendered.

13. KNOW YOUR CUSTOMER

13.1. POM may use the creditor bank account of received payments (activation costs, prepaid batches, ...) from the Sender as proof of access to the bank account, a mandatory part of the Know Your Customer process. The Sender will provide other proof should the amounts to be received via the POM service be paid out on another bank account than the one used for the aforementioned payments.

14. COMPLAINTS

14.1. POM does not intervene in the underlying relationship between User and Sender to verify whether a certain invoice amount offered via the Sender Services is actually due. For all questions relating to whether a particular invoice amount is due, the User should contact the Sender directly. The Sender shall handle any questions or complaints by Users within a reasonable amount of time.

15. DISPUTE RESOLUTION

15.1. These Terms of Use and the use of the Sender Services are governed exclusively by Belgian law, to the exclusion of rules of international private law under which the law of another country would apply.

15.2. Any dispute relating to these Terms of Use or the Sender Services shall be settled exclusively by the courts of Antwerp, without prejudice to the applicability of mandatory law.

16. OTHER PROVISIONS

16.1. POM may transfer this agreement or any of its rights and obligations under this agreement, in whole or in part, to any third party without the Sender's consent, except for mandatory provisions to the contrary.

16.2. Any invalidity of any provision of these Terms of Use shall not affect the remaining provisions.

16.3. POM logs the use of the Sender Services for security reasons. For this purpose, we keep an updated log. To the extent permitted under applicable law, the Sender agrees that this log is evidence that our Sender Services have been accessed and used in a particular way, unless there is evidence to the contrary.

○ Annexes:

- 1. Data Processing Agreement
- 2. Charges
- 3. Optional in case of POM Invoice and/or POM Collect services: description of services / scope document
- 4. Optional: customer specific changes with regard to the standard clausured

ANNEX 1: DATA PROCESSING AGREEMENT

This annex is an integral part of Terms of Use for Senders applicable between POM (the Processor) and the Sender (the Controller).

1. GENERAL

1.1. With regard to the processing of personal data by the Processor on behalf of the Controller in connection with the Agreement and the provision of the Sender Services, POM is the processor and the Sender is the controller within the meaning of EU Regulation 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR").

1.2. This processing concerns the following types of personal data: (i) identification data, (ii) financial details, (iii) personal characteristics and (iv) national register number (if applicable).

1.3. This processing concerns the following categories of data subjects: (i) clients and (ii) suppliers.

1.4. Such processing will only be carried out for the purpose of the implementation of the Agreement or the legal or judicial obligations of the Processor or the Controller, and for the duration of the Agreement and possibly the provision of services after the end of the Agreement. The duration of this processing will be the duration of the Agreement and of the services that would be provided after the end of the Agreement or for as long as is necessary for the fulfilment of the legal or judicial obligations of the Processor. The Processor will inform the Controller in advance if this is done with the aim of fulfilling the legal or judicial obligations of the Processor or the Controller, unless this is legally or legally prohibited for the Processor.

1.5. The Processor will only process the personal data on the Controller's written instructions, including in relation to the transfer of the personal data to a third country or an international organisation, unless required by Union or Member State law to which the Processor is subject, in which case the Processor will notify the Controller of such legal obligation prior to processing, unless such notification is prohibited by law for important reasons of public interest.

1.6. The Agreement and this annex will be considered the Controller's complete and final set of instructions to the Processor pertaining to the processing of personal data. Additional instructions outside the scope of this annex (if any) require prior written agreement between the Controller and the Processor.

1.7. The Controller will ensure that its instructions at all times comply with applicable data protection laws and acknowledges that the Processor is not responsible to determine (i) which laws or regulations are applicable to the Controller's business and (ii) whether the Processor's instruction(s) comply with applicable law..

1.8. The Controller accepts that the Processor may use the general contact details listed on the Order Form for any notifications under this Agreement. If these contact details change, the Controller is obliged to notify the Processor in writing.

2. SUB-PROCESSORS

2.1. The Controller hereby grants the Processor a general authorisation to engage other processors ("sub-processor"). The Processor will in that case inform the Controller about the identity of these sub-processors, any changes thereto and any intended changes with respect to the addition or replacement of other sub-processors.

2.2. The Controller may object to the appointment or replacement of other processors on reasonable grounds of which it will inform the Processor in writing. If the Controller reasonably objects to the appointment or replacement of other processors, the Processor will work in good faith with the Controller to achieve a commercially reasonable change in the service that avoids the use of the proposed sub-processor, and if such a change cannot be implemented within fourteen (14) days after receipt by the Processor of the notification by the Controller, either Party may terminate the Agreement, without judicial intervention and without compensation, with effect from the date on which the appointment or replacement takes effect.

3. CONFIDENTIALITY

3.1. The Processor will ensure that persons, subcontractors and any third parties authorised to process the Controller's personal data on the Processor's behalf or at its request have committed themselves in writing to confidentiality or are under an appropriate statutory obligation of confidentiality.

4. SECURITY

4.1. The Processor ensures that it provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the GDPR and ensure the protection of the rights of the data subject. The Processor takes all measures required by virtue of the Article 32 GDPR and complies with the conditions referred to in the Articles 28.2 and 28.4 GDPR for engaging a sub-processor. At the Controller's first request, the Processor will communicate these measures as well as such measures taken by its sub-processor to the Controller in writing without delay.

5. COMPLIANCE

5.1. The Processor will make available to the Controller all information necessary to demonstrate compliance with the Article 28 GDPR and will allow audits including inspections, by the Controller or any other auditor authorized by the Controller and cooperate with them as meant in Article 7.

6. INFORMATION AND ASSISTANCE

6.1. The Processor will, taking into account the nature of the processing, assist the Controller with appropriate technical and organizational measures, to the extent reasonably possible, to fulfil the obligation of the Controller to comply with requests for the exercise of the data subject's rights laid down in Chapter III GDPR. If the Processor

were to receive a request from a data subject that is in fact intended for the Controller, the Processor will not answer such request on behalf of the Controller. Subject to the data subject's consent, the Processor will forward such request to the Controller.

6.2. The Processor will reasonably assist the Controller in complying with the obligations of the Articles 32 to 36 GDPR, to the extent reasonably possible, taking into account the nature of the processing and the information available to the Processor. In case the Processor would become aware of a personal data breach on its own infrastructure, the Processor shall notify the Controller without undue delay.

6.3. The Controller will inform the Processor in writing of the name and contact details of its data protection officer or the Controller's employee(s) responsible for data protection.

6.4. The Processor will inform the Controller immediately if, in its opinion, an instruction violates the GDPR or any other Union or Member State law provision on data protection. In this case, the Processor has the option of suspending the implementation of the instruction concerned until it is confirmed or amended by the Controller.

6.5. Additional Controller requests that fall outside the scope of such reasonable assistance will require prior written agreement of the Processor and the Controller, including agreement on any additional fees related to such requests.

7. AUDIT

7.1. The Controller has the right to have audits carried out by an independent third party who is bound to confidentiality in order to check compliance with all the points in this annex. This audit only takes place after the Controller has requested, assesses and makes reasonable arguments to the similar audit reports available at the Processor, which justify an audit initiated by the Controller. Such an audit is justified when the similar audit reports present at the Processor give no or insufficient information about the compliance by the Processor to this annex.

7.2. The Controller acknowledges and agrees that (i) the Processor will only provide existing documents as evidence in support of the audit, (ii) the audit cannot interfere with individual rights and data protection requirements under applicable data protection laws, (iii) if interviews are required, the Processor will have sole discretion to select its personnel to be interviewed.

7.3. The audit initiated by the Controller shall take place at the earliest one (1) month after prior notification by registered letter by the Controller. An audit can be carried out (i) no more than one (1) time per contract year, (ii) only on business days (between 9 a.m. and 6 p.m.) except Saturdays, Sundays, days which are a bank holiday in the country where the Processor is established, and days on which the Processor is collectively closed due to holidays, (iii) only in a manner that causes minimal disruption to the Processor's business and (iv) at the expense of the Controller.

7.4. Unless expressly agreed otherwise, the costs of the Processor and the time spent by its staff on an audit or on assisting the Controller in ensuring compliance with the obligations under the Articles 32 to 36 GDPR will be invoiced to the Controller at an hourly rate of 125 EUR per staff member.

8. DELETION OR RETURN

8.1. In the event of termination of the Agreement or this annex, for any reason, the Processor will delete the Controller's personal data immediately as soon as the provision of services to the Controller has ended. The Controller will have the right to object to such deletion. If the Controller wishes the personal data to be returned instead of being deleted, it must notify the Processor in writing at least five (5) days

before the end of the provision of the services. The Processor reserves the right not to delete the personal data if EU or Member State law requires storage of the personal data.

ANNEX 2: CHARGES

This annex is an integral part of Terms of Use for Senders applicable between POM and the Sender.

1. POSTPAID PLAN

1.1. In a postpaid plan, document/transaction fees are billed at the end of the month for consumption during the past month.

2. PREPAID PLAN

2.1. In a prepaid plan, a certain number of document/transaction fees are billed in advance that the Sender can use over a period of 1 year from the date of purchase.

3. MONTHLY PLAN

3.1. In a monthly plan, a certain bundle of document/transaction fees is billed at the beginning of each month for usage during that month. The Sender may purchase an additional bundle at any time.