

APPENDIX V

SPECIFIC TERMS & CONDITIONS FOR WALLET PAYMENT

Preamble

The Wallet Payment, also referred to as prepaid credit inside the IZIX Solution, is an option made available to certain Customer(s) and to certain Users by IZIX. Under this process, the User deposits funds with IZIX SRL and receives a corresponding number of Credits in its Wallet. As the User consumes parking services, Credits are deducted and IZIX SRL issues, in the name and on behalf of the Seller, the document evidencing the supply. IZIX SRL periodically transfers the sums collected to the Seller, against an administration fee.

This appendix governs the relationship between IZIX SRL and the Customer in respect of the Wallet Payment. The rights and obligations of the User in respect of its Wallet are governed by the terms accepted by the User itself.

The Parties hereby agree as follows:

1. Scope

- 1.1 These Specific Terms and Conditions (the “**Wallet Payment Terms**”) describe the terms and conditions applicable to the use of the Wallet Payment. The Customer and IZIX are together referred to as the “**Parties**” and individually as a “**Party**”.
- 1.2 The Wallet Payment Terms supplement and amend the General Terms and Conditions of IZIX. In case of contradiction between the Wallet Payment Terms and the General Terms and Conditions, the provisions of the Wallet Payment Terms shall prevail.
- 1.3 The prices and conditions applicable to the supply of parking services to the User are established directly between the Seller and the User. IZIX is not a party to that relationship and does not supply the parking services. IZIX facilitates the invoicing and payment process as set out in the Wallet Payment Terms.
- 1.4 The Wallet Payment Terms govern the relationship between IZIX and the Customer only. The rights and obligations of the User in respect of the funding, use, refund and closure of its Wallet are governed by the terms accepted by the User itself, and no provision of the Wallet Payment Terms creates any obligation on the User or any right against the User.
- 1.5 The Wallet Payment is solely applicable to the use of the IZIX Services by the Users who have been authorized to use the Wallet Payment by IZIX.
- 1.6 The Wallet Payment is a functionality of the IZIX Solution and, as such, forms part of the Software

Services. Part A of the Service-Level Agreement applies to it.

2. Definitions

- 2.1 Capitalized terms not defined in the Wallet Payment Terms have the meaning given to them in the General Terms and Conditions. For the purposes of the Wallet Payment Terms, the following terms have the following meaning:
 - 2.1.1 “**Administration Fee**” means the fee due to IZIX for the operation of the Wallet Payment, as set out in the Order Form. The Administration Fee constitutes Service Fees within the meaning of the Agreement.
 - 2.1.2 “**Credits**” means the units recorded in the Wallet upon receipt by IZIX of a deposit made by the User, corresponding one for one to the amount deposited. The Credits do not constitute the purchase of a good or a service and do not confer any right other than the right of the User to obtain, at its choice, the settlement of parking services supplied by a Seller or the refund of the corresponding sums.
 - 2.1.3 “**Invoice**” means the invoice, ticket or other document evidencing the supply of parking services by the Seller to the User, issued by IZIX in the name and on behalf of the Seller.
 - 2.1.4 “**Seller**” means the party supplying the parking services paid through the Wallet Payment, being the Customer or any other party identified in the Order Form, such as a parking operator or any other third party.
 - 2.1.5 “**Wallet**” means the account recorded in the IZIX Solution in which the Credits of a given User are held.

3. Operation of the Wallet Payment

- 3.1 The User deposits funds with IZIX through the payment service provider designated by IZIX. Upon receipt of the deposit, IZIX records in the Wallet a number of Credits corresponding to the amount deposited. The deposit does not constitute the acquisition of Credits, the Credits representing the amount deposited and not yet consumed or refunded.
- 3.2 Credits are deducted from the Wallet automatically as and when the User consumes the parking services of a Seller.

- 3.3 The sums deposited by Users are received and held by IZIX for the account of the Users and of the Sellers concerned. They do not constitute revenue of IZIX, with the exception of the Administration Fee.
- 3.4 The User may request the refund of the sums corresponding to its unused Credits at any time. Upon termination of the Agreement for any reason, IZIX will refund to the Users concerned the sums corresponding to their unused Credits.
- 3.5 At least once per month, IZIX transfers to the Seller the sums collected on its behalf during the period concerned, after deduction of the Administration Fee where the Order Form so provides, together with a statement of the transactions concerned. The Seller is solely responsible for the accounting and tax treatment of the sums so transferred, including their declaration as revenue.

4. Issuance of Invoices on Behalf of the Seller

- 4.1 The Customer instructs IZIX to establish and issue the Invoices to the Users, in the name and on behalf of the Seller, in relation to the supply of the Seller's parking services. IZIX accepts this instruction and agrees to fulfil the duties associated with the invoicing process, including the issuance of the Invoices in compliance with applicable laws and regulations, on the basis of the information provided. The Invoices remain at all times those of the Seller, which alone remains responsible for them towards the Users and towards any competent tax authority.
- 4.2 Where the Customer designates a Seller other than itself, the Customer warrants that all authority required for IZIX to issue Invoices in the name and on behalf of that Seller has been granted and remains in force. The communication to IZIX of the identification details of a Seller constitutes confirmation by the Customer that such authority exists. IZIX is entitled to rely on that confirmation without any duty of verification, bears no responsibility for the absence, insufficiency or withdrawal of such authority, and the Customer shall indemnify and hold IZIX harmless in that respect.
- 4.3 When the relevant information is not included in the IZIX Solution or otherwise already available to IZIX, or upon specific request from IZIX, the Customer shall provide IZIX, at least each month, with all necessary information and documentation required for the accurate and timely issuance of the Invoices, including the identity and VAT identification number of the Seller, details of the goods and services provided, quantities, prices, and any applicable taxes, including Value Added Tax (VAT).
- 4.4 IZIX will generate the Invoices on the basis of the information provided. The Customer guarantees that the information provided to IZIX is accurate, complete and up to date, and warrants in particular the correctness of the tax and VAT information communicated. IZIX is not liable for any error in an Invoice resulting from a lack of information provided to it or from an error in the information communicated to it.
- 4.5 Each Invoice issued by IZIX in the name and on behalf of the Seller is made available to the Seller.
- 4.6 The Seller shall be responsible for collecting and remitting any VAT applicable to the Invoices issued on its behalf in accordance with the relevant tax laws and regulations.
- 4.7 The Seller remains ultimately responsible for the accuracy and legality of the Invoices issued on its behalf by IZIX. The Customer shall indemnify and hold harmless IZIX from any claims, losses, or liabilities arising from any inaccuracy, error, or omission in the invoicing process, save where such inaccuracy, error or omission is attributable to IZIX independently of the information provided to it.
- 4.8 The prices of the parking services, the payment deadlines and the penalties applicable in case of late payment or non-payment are determined by the Seller in the agreement concluded between the Seller and the User. IZIX is in no way responsible for non-payment or late payment by the User, nor for the implementation of any applicable penalties.
- 4.9 The instruction to issue Invoices in the name and on behalf of the Seller shall remain in effect until terminated by mutual agreement of both Parties, or as otherwise specified in a separate written agreement between the Parties, or pursuant to the provisions of the General Terms and Conditions.

5. Place of Supply of the Seller's Services

- 5.1 The Parties acknowledge that the supply of services by the Seller, including the supply of Parking Spaces for vehicles, is located at the premises of the Building in which the Parking Lot used by the User is situated.

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