



DORA ADDENDUM

In relation to the Account Verification for Businesses EU



THE UNDERSIGNED

This DORA Addendum (hereinafter the "Addendum") supplements the Terms of Service available at <https://www.surepay.eu/terms-of-service-corporates/>, as updated from time to time, between Customer and SurePay, or other agreement between Customer and SurePay governing Customer's use of the Services. Unless otherwise defined in the Agreement, all capitalized terms used in this Addendum will have the meanings given to them in this Addendum. This Addendum is entered into between you and the entity you represent ("Customer" or "Controller") and SurePay BV, having its registered office in Utrecht, and for this agreement with place of business at Nicolaas Beetsstraat 222 3511 HG Utrecht, registered with the Chamber of Commerce, number 77251733 (hereinafter called "SurePay" or "Processor").

CONSIDERING:

- The Parties entered into an Agreement for the distribution of the SurePay Account Verification Services for EU Corporates (the "Agreement"), which by reference includes the Terms of Service to be found at <https://www.surepay.eu/terms-of-service-corporates/>;
- The Agreement qualifies as a contractual arrangement on the use of ICT services under article 30(2) of DORA (as defined below); and
- The Parties wish to conclude this Addendum to ensure that the Customer and the Agreement comply with the requirements set out in DORA.

AGREE AS FOLLOWS:

1. Definitions

1.1. Unless otherwise defined in this Addendum, words and expressions defined in the Agreement, have the same meaning as defined in the Agreement when used in this Addendum. The capitalised words and expressions used in this Addendum have the meaning set out below:

Agreement: has the meaning given in Recital (a);

Addendum: has the meaning given in the introduction of this Addendum;

Customer Data: means all files, personal data, and other information and data that is collected, stored, processed, and/or transmitted by or through the Services provided by SurePay and/or otherwise provided by Customer to SurePay in connection with the Agreement, from time to time;

Customer Materials: all documents, information, items and materials in any form (whether owned by Customer or a third party), which are provided by Customer to SurePay in connection with the Services.

DORA: means Regulation (EU) 2022/2554 of the European Parliament and the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011, including the related regulatory technical standards, each as amended, supplemented, superseded and/or replaced from time to time;

Effective Date: the date as defined in the Agreement;

Good Industry Practice: means the standards, practices, methods and procedures conforming to applicable laws and regulations and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced professional IT supplier;



Regulator: the Dutch Data Protection Authority (Autoriteit Persoonsgegevens), AFM (Autoriteit Financiële Markten), ACM (Authority Consumer & Markets), Pay.UK Limited, FCA (the UK Financial Conduct Authority), PSR (the UK Payment Systems Regulator) or any other relevant regulatory body or supervisory authority which is relevant in relation to provision of Services.

Services: the SaaS offered by SurePay as a SaaS that checks an account number in combination with other data in order to increase the certainty that a payment is transferred to or from the right person or company, as more specifically set out in the Agreement.

Service Locations: has the meaning given in clause 4.1 of this Addendum.

2. Amendment

2.1. With effect from the Effective Date, this Addendum supplements and amends the Agreement to the effect that this Addendum also applies to the Agreement and the Agreement together with this Addendum contain the arrangements relating to the Services. If and to the extent that the terms and conditions of the Agreement conflict with the terms and conditions in this Addendum, the terms and conditions in this Addendum shall prevail over the terms and conditions in the Agreement.

2.2. The terms and conditions of this Addendum shall be interpreted and construed by and between the Parties in accordance with the intent and purpose of this Addendum, which is to ensure that the Agreement complies with DORA.

2.3. This Addendum shall commence where countersigned and received by SurePay in the designated format as set out in this Addendum, and shall run as long as the Agreement remains in effect.

2.4. For the avoidance of doubt, other than as stipulated in this Addendum, the text of the Agreement shall remain in full force and effect and this Addendum shall not affect the accrued rights and obligations of the Parties under the Agreement at the Effective Date.

3. Subcontracting

3.1. SurePay is authorised to subcontract its obligations. With regard to third parties engaged by it, SurePay bears full responsibility for proper performance of the obligations under the Agreement.

3.2. SurePay's current subcontractors are listed in the trust center as available on <https://www.surepay.eu/trust-center/>.

3.3. SurePay shall exclusively allow the Personal Data to be accessed by those employees, agents and/or third parties for whom access to the Personal Data is necessary for the performance of the Agreement.

3.4. SurePay shall ensure that the employees, agents and/or third parties it enlists shall comply with the obligations regarding protection and confidentiality in the Agreement and the relevant Service Orders and shall bear full responsibility for this compliance.

3.5. If SurePay engages a subcontractor in the context of providing the Services to Customer, the following shall apply:

- A. SurePay shall provide the Customer with sufficient information to enable Customer to assess the benefits and risks that may arise in connection therewith and in particular the potential impact of disruptions on the continuity and availability of the Services;
- B. The sub-processing shall not affect SurePay's obligation to comply at all times with all laws and regulations applicable to SurePay and its contractual obligations;
- C. SurePay shall not subcontract any Services if it is aware or can reasonably expect that this will adversely affect Customer's ability to comply with applicable laws and regulations, overall ICT security or ICT risk of the Services;
- D. In the event of the addition or change of subcontractors, SurePay shall provide Customer with sufficient information in good time to enable Customer to assess the benefits and risks that may arise in connection therewith.



4. Service Locations

4.1. The location (i.e. the regions or countries) where the Services will be provided, where data is to be processed, including the storage location and the location from which the support is provided is within the European Economic Area (EEA) and the United Kingdom (UK) (the 'Service Locations'). Upon request, SurePay can provide more specific and current Service Locations to the Customer.

4.2. SurePay will timely notify Customer in writing if SurePay wishes to change any Service Location to outside the European Economic Area (EEA) or the United Kingdom (UK), providing sufficient information to enable Customer to assess the risks and impact on the Services, data processing and storage locations (including any impact on agreed service levels and the availability, authenticity, integrity and confidentiality of data processing) and/or (in case the Customer has reasonable grounds to do so) to object thereto.

5. Incident assistance

5.1. In case an incident related to the Services occurs, SurePay will provide Customer with reasonable assistance and information, including any assistance and information reasonably required by Customer to comply with applicable laws and regulations, subject to and as further set out in the relevant Change Order(s). If the incident is not attributable to SurePay, such assistance and information will be provided at an hourly rate of EUR 255,- per involved SurePay employee, excl. travel and expenses and VAT and will be invoiced only when SurePay and Customer have agreed on a statement of work, specifying the activities.

6. Cooperation with Regulators

6.1. SurePay will fully cooperate with any Regulator (including, for the avoidance of doubt, any resolution authorities) of Customer, including any persons appointed by them.

6.2. If Customer can demonstrate that this is required by any Regulator, Customer is entitled to temporarily suspend the use or deployment of any Services in whole or in part.

6.3. SurePay shall as soon as possible notify Customer of any such Regulator or Resolution Authority request and upon request allow Customer to deal with the Regulator or Resolution Authority directly, unless this is prohibited by the relevant regulation or unless this is not required by the Regulator or Resolution Authority.

7. Termination rights

7.1. Without affecting any other right or remedy available to it, either Party may immediately terminate the Agreement (in whole or in part), without any further notice and without being required to pay any damages or compensation, if:

- A. the other Party commits a material breach of the Agreement and (if such breach is remediable) fails to remedy that breach within a period of thirty (30) Business Days after being notified in writing to do so;
- B. an Insolvency Event occurs in relation to the other Party;
- C. the other Party is a legal body that is being dissolved;
- D. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- E. or solely in relation to a respective Service Order, a Force Majeure Event has made it impossible for the other Party to perform its obligations for a continuous period of more than sixty (60) days and the provisions of the Clause 9 (Force Majeure) have been followed.



7.2. In addition to the termination rights of both Parties as set out in Clause 5.3 of the Agreement and the relevant Service Order(s), Customer may terminate the Agreement and this Addendum by providing written notice to SurePay, subject to the provisions of Article 7.3 below:

- A. If a customer has received a formal request to do so from a Regulator and has not been able to prevent or mitigate it in reasonable consultation with that Regulator. In that case, termination must take place within the maximum notice period as permitted by the Regulator. This includes the following cases:
 - I. when a Regulator can no longer effectively supervise Customer due to the terms of, or relevant circumstances related to, the Agreement;
 - II. when a Regulator requires changes to the Agreement that are not reasonably acceptable to one or both Parties. In that case, SurePay is also allowed to terminate the Agreement.
- B. in case of significant and material breach by SurePay of applicable laws and regulations as a result of which Customer can no longer meet its legal and regulatory obligations;
- C. if case it follows from inspections, audits and/or other monitoring activities that there are circumstances that in all probability will lead to the performance of the Services provided through the Agreement being materially and adversely affected;
- D. in case of evidenced weakness of SurePay's overall ICT risk management, including in the way SurePay ensures the availability, authenticity, integrity and confidentiality of data, whether personal or otherwise sensitive non-personal data, including Customer Data.
- E. SurePay changes the location of the Services, the locations where the data is stored or the locations where the data is processed to outside of the EEA without obtaining prior written consent of the Customer.

7.3. In the cases mentioned in Article 8.2 above, Customer shall not terminate the Agreement until after SurePay has been given a remedy period of at least 30 days (if applicable) and/or Parties have reasonably come to the joint conclusion that the relevant ground for termination cannot be removed by adjusting the Service and/or the Agreement or relevant Service Order(s).

8. Force Majeure

8.1. Provided it has complied with Clause 9.2, if a Party is prevented, hindered or delayed in or from performing any of its obligations under the Agreement by a Force Majeure Event (the "Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

8.2. The Affected Party shall:

as soon as reasonably practicable after the start of the Force Majeure Event notify the other Party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

8.3. Force Majeure events shall explicitly include:

Voluntary shutdown coverage of an outsourcing service provider of SurePay; and
Electrical or mechanical failure of (part of) the infrastructure not under the control of SurePay.

8.4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than sixty (60) days, the Party not affected by the Force Majeure Event may terminate the Agreement in accordance with Clause 8 (Termination rights).



9. Consequences of Termination

9.1. In the event of termination or expiry of the Agreement or a respective Service Order:

9.1.1. Customer will immediately discontinue use of the relevant Services;

9.1.2. SurePay shall return all of the relevant Customer Materials; and

9.1.3. SurePay shall in accordance with Clause 11 (Exit and Service Transfer) provide reasonable cooperation and assistance in order to facilitate the migration and transfer of the provision of the Services to Customer or its nominated third party/parties

9.2. The termination of the Agreement or a respective Service Order does not relieve Parties from the obligations under the Agreement, which by their nature are reasonably expected to survive the termination of the Agreement.

10. Training and awareness

10.1. SurePay shall provide an online ICT security awareness programme and digital operational resilience training in relation to the Services and the SaaS solution for its staff at least once a year. Upon request, SurePay will provide evidence of internally conducted trainings to Customer.

10.2. When requested and to the extent not covered by SurePay's own ICT security awareness and digital operational resilience training programmes, SurePay shall require each member of its personnel performing Services to take part in Customer's ICT security awareness programmes and digital operational resilience training as specified by Customer. Any costs or expenses of participation by SurePay in such programmes will be borne by the Customer. The Parties will mutually discuss the timing and impact of the participation in training programmes in order to minimise the operational impact thereof.

11. Confidentiality

11.1. The confidentiality clause in the Appendix 3 to the Agreement (SurePay Terms of Delivery 2022) also applies mutatis mutandis to this Addendum and shall have the same effect as if set out herein in full.

12. Governing law and jurisdiction

12.1. Applicable Law. This Addendum 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 law of the Netherlands.

12.2 Jurisdiction. Each Party irrevocably agrees that the courts of Utrecht, the Netherlands, shall in first instance have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Addendum or its subject matter or formation.



THUS AGREED AND SIGNED IN DUPLICATE:

SurePay B.V.

Name: David-Jan Janse | CEO

Name: Ralf van den Berg | CFO

Customer

Name:

Title:

Date:

Name:

Title:

Date:

Please return countersigned to SurePay at: corporate-support@surepay.io for this document to enter into force.