LUXEMBOURG ADDENDUM [version: 21 November 2024]

1. PURPOSE

1.1 This addendum (the Addendum) forms an integral part of the Agreement (Part VI – the Account Application and Agreement) and shall govern the terms and conditions of the services provided by the Luxembourg branch of AFEIL (the Branch) to Client. In addition to the terms of this Addendum, Client hereby acknowledges and understands that the provisions of the Agreement shall apply, mutatis mutandis, to the services provided by the Branch to Client.

2. DEFINITIONS AND INTERPRETATION

2.1 Terms not otherwise defined herein have the same meaning as in the Agreement.

3. SERVICES PROVIDED BY THE BRANCH

3.1 The Branch is listed in the Commission de Surveillance du Secteur Financier (CSSF)'s register under number Z00000029 and was established to provide Client with Luxembourg IBANs and carry out payment services such as the services of execution of credit transfers, including standing orders (Service 3c), issuing and/or acquiring of payment transactions (Service 5) and money remittance (Service 6) in Luxembourg.

3.2 Where Client requests to have a Luxembourg IBAN and to the extent it is provided with the payment services listed in Clause 3.1 (as carried out by the Branch), any reference in the Agreement and in this Addendum to "Corpay" shall be understood as referring to the Branch and the terms of the Agreement shall apply, mutatis mutandis, to the services provided by the Branch.

3.3 The Branch may choose to outsource certain services to other entities, as described under Section 5 below of this Addendum.

4. CLIENT COMPLAINTS

4.1 Without prejudice to the right to bring proceedings before a court, Client may file a complaint with the Luxembourg supervisory authority, the CSSF, at 283, route d'Arlon, L-1150 Luxembourg.

4.2 The CSSF's complaints office shall act as the out-of-court complaints resolution body. Further details about the CSSF competence in that respect and the manner in which a request may be submitted to the CSSF are also provided on Corpay's website, under https://corporate-payments.corpay.com/file-a-complaint/

5. PROFESSIONAL SECRECY AND DISCLOSURE OF CONFIDENTIAL INFORMATION

5.1 Corpay shall regard all information concerning Client as confidential, including, but not limited to, its registered address, its directors' and employees' names, their addresses, nationalities, dates and places of birth, professions and sources of wealth, information on identification documents, account numbers, transactional and credit data, tax domicile and other tax related documents and information, information about its investors, beneficial owners or third parties (such as representatives, or contact persons of Client), Client's accounts and related transactions or more generally any information which may allow for the direct or indirect identification of Client (the Confidential Information). Corpay may only disclose Confidential Information where legal provisions require it or allow it, or where Client consents or implicitly or expressly instructs Corpay to do so (under certain circumstances and conditions).

In the context of the provision of the services

5.2 Client acknowledges and agrees that certain laws, regulations or international payment settlement systems may require the identification of the person placing an order and/or its beneficiary. Corpay draws Client's attention to the fact that, where funds are to be transferred, stored or processed, it may have to disclose Confidential Information relating to Client on the transfer, storage or processing documents. Client instructs Corpay to disclose such information and acknowledges that such transfer, storage or processing of information furthers the business relationship between Client and Corpay. Corpay has the right to request from Client any information necessary to identify the beneficiary of such transfers, before executing an order.

5.3 More specifically, information included in money transfers (including, but not limited to, Client's Confidential Information) is processed by Corpay, and by other specialised companies, such as SWIFT. Such processing may be operated through centres located in countries outside of Luxembourg, according to their local legislation. As a result, the relevant foreign authorities can request access to Client's data held in such operating centres for the purposes of fighting terrorism or combating money laundering or other legitimate reasons. Any Client instructing Corpay to execute a payment order or any other operation is instructing Corpay to disclose at its own discretion all data elements, including, but not limited to, Client's Confidential Information, necessary for the correct completion of the transaction which may be processed outside of Luxembourg.

In the context of arrangements other than outsourcing

5.4 Client instructs and expressly authorises Corpay to disclose and transfer Confidential Information (in relation to the entities listed in Appendix 1 for as long as needed to ensure the objectives set out below or, as appropriate, for as long as it is required under the relevant arrangements with such third parties) to the following:

- entities listed in Appendix 1 to this Addendum;
- supervisory authorities and other competent authorities (including tax authorities) located outside Luxembourg upon valid request of such authorities under applicable law.

5.5 Client instructs Corpay to disclose such information to the entities mentioned above, acknowledges and agrees that such transfer, storage or processing of information is made in accordance with Client's best interests, furthers the business relationship between Client and Corpay and is necessary for ensuring and improving the quality of the services provided by Corpay. Furthermore, such transfer, storage or processing of information may be required for the purposes of increasing operational effectiveness, to make best use of Corpay's resources and capabilities within its group, to ensure an efficient and holistic servicing of Client, to serve IT purposes, and/or to provide further services as requested by Client. Such disclosure will be made for as long as the relevant purpose of the transfer needs to be served.

5.6 The disclosure of Confidential Information by Corpay to the other entities and the authorities may also serve the purpose of enabling Corpay to comply with its legal, regulatory, tax and statutory reporting obligations, as well as to ensure compliance with internal policies of its group, in particular for the prevention of money laundering and terrorism financing.

5.7 To preserve such confidentiality, Corpay reserves the right to withhold information requested, unless the inquirer is able to identify himself positively to Corpay's satisfaction as entitled to such information.

5.8 Corpay shall not be liable vis-à-vis Client in the exercise of its right to keep secret or its obligation to unveil information in the circumstances described above.

5.9 Finally, Client expressly acknowledges and accepts that in case Corpay transfers or assigns any of its rights under this Agreement to a third-party, Corpay shall be authorised to transfer all necessary Confidential Information to the transferee or assignee.

In the context of outsourcing arrangements

5.10 Client further acknowledges and expressly agrees that, in order to improve the efficiency and quality of the operational tasks relating to the services that Corpay offers, Corpay may outsource, in whole or in part, business, control or operational functions (or any other relevant function as the case may be) to other entities of its group (where relevant) or to third party service providers (together the Service Providers). Consequently, Client hereby expressly consents and mandates, authorises and empowers Corpay to transfer Confidential Information to Service Providers.

5.11 Further information on the Confidential Information that may be transferred and/or disclosed to the Service Providers as well as the country where they are established is provided in Appendix 1.

5.12 Corpay has taken reasonable technical and organisational measures to ensure the confidentiality of the Confidential Information transmitted and to protect the Confidential Information against any unauthorised processing, taking into account that the level of protection for personal data, and confidential information in general, in third-countries may not be the same as in Luxembourg. Client hereby acknowledges and accepts that the Service Providers are either subject by law to a professional secrecy obligation (which, in some jurisdictions, may be less stringent than the Luxembourg professional secrecy legislation) or will be contractually bound to comply with strict confidentiality rules. Unless otherwise authorised by law or to comply with requests from, and requirements of, national or foreign regulatory or law enforcement authorities, the relevant data will not be transferred to entities other than the Service Providers.

Changes in the transfer of Confidential Information and amendment of Appendix 1

5.13 Where Client consent is required in connection with the transfer of Confidential Information, Client will be notified of any new transfer or change of features related to the transfer of Confidential Information. Such a new transfer or change is deemed to be accepted by Client if Client has not addressed a written objection to Corpay within ten (10) calendar days (for Clients that are Corporates) or within sixty (60) calendar days (for Clients that are Micro-Enterprises) from the date of the notice of such a new transfer of Confidential Information or change, which will be communicated by way of an updated Appendix 1 along with the relevant notice of the transfer of Confidential Information under the new or amended outsourcing arrangement.

6. EXCLUSION OF CERTAIN PROVISIONS

This Section only applies to Clients that are not Micro-Enterprises. You agree that the following provisions in Directive 2015/2366 on payment services in the internal market, as amended and as implemented locally, shall not apply : Title III, Article 62(1), Article 64(3), and Articles 72, 74, 76, 77, 80, 89 and 90.

7. COMMUNICATION

We may communicate with you in English, using the communication methods provided in the Agreement as well as using the following details:

58 rue Charles Martel, L-2134, Luxembourg, Grand Duchy of Luxembourg

Email: roman.sokolowski@corpay.com

Phone: +352 27 86 23 20

APPENDIX

TRANSFER OF CLIENT CONFIDENTIAL DATA

Service Providers (under outsourcing agreements) to which confidential information may be disclosed, as per Section 5 of the Addendum:

Location of Service Provider	Outsourced service and information transmitted
Canada	Corpay may outsource operational and technical services relating to the processing of payments and to data storage. The type of information transmitted include the following: • name, address and contact details; • e-mail address; • tax file/ID number; • bank account details; • identification and verification information; • credit and payment history; and • account balances and transaction history.
United States of America	Corpay may outsource services relating to the onboarding process of Clients, and to other back office support services including legal and credit. The type of information transmitted include the following: name, address and contact details; • e-mail address; • tax file/ID number; • bank account details; • identification and verification information; • credit and payment history; and • account balances and transaction history.
United Kingdom	Corpay may outsource services relating to the onboarding process of Clients, and to other back office support services including legal and credit. The type of information transmitted include the following: name, address and contact details; • e-mail address; • tax file/ID number; • bank account details; • identification and verification information; • credit and payment history; and • account balances and transaction history.