

CORPORATE ADDITIONAL TERMS AND CONDITIONS

These Corporate Additional Terms and Conditions form part of, and are subject to, the terms and conditions to the merchant services agreement between Worldpay and you (the “**Agreement**”). Any capitalised words not defined herein shall have the same meaning as in the Agreement. These Corporate Additional Terms and Conditions shall apply, as applicable, if you have selected: (A) Pazien Lite or Pro services; and/or (B) Exemption Engine.

A. PAZIEN SERVICES

1. Definitions and Interpretation

1.1 In these additional terms and conditions, the following capitalized terms and expressions will have the following meaning (unless the context otherwise requires):

"Merchant Data": any and all data that (a) you provide to us directly, or (b) is collected by us (acting through our Group Company Pazien, Inc) from third party acquirers identified by you which you grant us access to, or (c) is Transaction Data in relation to you, in each case so that we may provide the Pazien Services to you;

"Pazien": our data aggregation and analytics platform used to provide the Pazien Services; and

"Pazien Services": the grant to you so you have access to Pazien and use of Pazien’s functionality whereby you are able to perform aggregation and/or analysis of Merchant Data.

1.2 Any capitalised terms not defined above will have the meanings given in clause 1 of the Agreement.

2. Provision of the Pazien Services

2.1 Subject to you paying the Fees under the Agreement, we will make available to you the Pazien Services in accordance with these additional terms.

2.2 You hereby grant permission to us to access Merchant Data and to use such Merchant Data to provide the Pazien Services.

2.3 Unless and until the Pazien Services are suspended or terminated, we grant to you a non-exclusive, non-transferable and revocable right to access Pazien and use the Pazien Services subject to and in accordance with these additional terms, the instructions and policies applicable to the Pazien Services as communicated to you from time to time and Applicable Law. You shall be solely responsible for use of the Pazien Services and any outputs or results deriving from such use.

2.4 You will: (a) provide us with access to Merchant Data and ensure that it has the relevant consents from its Buyers to provide such access; (b) be responsible for the accuracy, quality, integrity, security and privacy of the Merchant Data provided to us; and (c) notify us immediately if you become aware of or reasonably suspect any unauthorized access to, or known or suspected

breach of security in connection with, the Pazien Services, and use best efforts to immediately stop unauthorized access to the Pazien Services.

- 2.5 You will not, and will not allow any third party to: (a) use the Pazien Services for any other purpose other than your own internal business purposes; (b) make Pazien Services available to any third party or sell, resell, rent, lease or sublicense Pazien Services, or share Pazien Services with any third party; (c) reverse engineer or create derivative works or competitive products or services based on Pazien Services or Pazien; copy, frame or mirror any part of Pazien Services or Pazien, or its features, functions or graphics, other than copying or framing Merchant's own data content for your own internal business purposes; (d) use Pazien Services to store or transmit infringing, libelous, or unlawful or tortious material or transmit material in violation of privacy rights; or (e) use Pazien Services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; interfere with or disrupt the integrity or performance of Pazien Services or of any third party data contained therein; or attempt to gain unauthorized access to Pazien Services or related systems.

3. Licence, Protection, and Termination

- 3.1. You grant to us a non-exclusive, non-transferable (except to our Group Companies as required to provide the Pazien Services), royalty-free and irrevocable license to: (a) use, copy, store, transmit and display Merchant Data as necessary to provide and maintain Pazien Services, including improving, modifying, monitoring and upgrading Pazien Services, and as required by Applicable Law; and (b) aggregate Merchant Data solely for benchmarking purposes provided that nothing in such resulting data identifies you, your customers or any other third party. Benchmarking for the purposes of this paragraph shall mean performing a statistical analysis of a set of Merchant Data and creating a report based upon that analysis. You represent and warrant that providing the Merchant Data to us does not violate any third party's rights or Applicable Law.
- 3.2 We will maintain commercially reasonable safeguards and employ industry standard data protection efforts to protect the Merchant Data. We will access Merchant Data solely for the purposes set out in these additional terms.
- 3.3 On termination of the Agreement for any reason, your access to the Merchant Data through the Pazien Service shall end and we shall, at our discretion, either return the Merchant Data to you or delete it from our systems, provided that we may retain in our systems the aggregated information deriving from the Merchant Data to the extent that it does not identify you, your customers or any other third party.

4. Indemnity

- 4.1 Without prejudice and in addition to any other indemnity provisions set forth in the Agreement, you hereby indemnify us (and will keep us indemnified) on demand, defend us and hold us harmless from and against any Losses which we suffer or incur in relation to any Claim brought against us by a third party where such Claim arises as a result of, or in connection with your use of the Pazien Services in a manner that infringes Applicable Law, third party intellectual property rights or third party data ownership rights.

5. Intellectual Property Rights

- 5.1 You acknowledge that:

- 5.1.1 all Intellectual Property Rights in the Pazien Services, Pazien and any derivative works thereof belong to Worldpay or its Group Companies; and
- 5.1.2 the right to access Pazien and use the Pazien Service is granted solely in accordance with the terms of the Agreement. Except as provided in the Agreement, you shall have no rights in, or to, the Pazien Services, Pazien, or any Intellectual Property Rights therein.

6. Support

- 6.1 Standard support includes (1) commercially reasonable efforts to resolve problems which cause the Pazien Services to not perform; (2) remote technical assistance and troubleshooting advice for you to determine the cause of and resolve a technical problem with the Pazien Service; (3) information and status updates or upgrades to the Pazien Service; and (4) periodic “as available” updates or upgrades to the Pazien Service. Support may address, but not resolve minor or partial loss of functionality, intermittent problems or minor degradation of operations.
- 6.2 The Pazien Service and associated support may be unavailable due to scheduled downtime, maintenance or circumstances beyond our reasonable control. We may schedule downtime at any time without notice if necessary to prevent harm to us, you or the Pazien Service, as determined by us.
- 6.3 Without prejudice to clause 21, we are not responsible for support or Pazien Service interruption or issues due to, without limitation: (1) your information, data, content, web servers or services, materials or equipment, acts or omissions by you or your agents, your software, scripts, data or files; (2) virus or hacker attacks; (3) delay or failure due to circumstances beyond our reasonable control; (4) intentional shutdown due to emergency intervention or response to security incidents; (5) configuration changes initiated or requested by you; or (6) failure in connectivity between you and the Pazien Service, failure of the Internet or your network connecting to Pazien, or any other network unavailability outside of our system.

7. Data

- 7.1 For the purposes of the Pazien Services, all Personal Data comprised within Merchant Data shall be included within the definition of Transaction Personal Data for the purposes of clause 17 of the Agreement.

B. EXEMPTION ENGINE

- 1. The following terms are inserted additionally as a new Part 5 of Schedule 4 to the Agreement as follows:

Part 5 - Exemption Engine

In this Part 5, the following capitalised terms and expressions will have the following meanings (unless the context otherwise requires).

“Exemption Engine Service”: the application by us of an applicable exemption from Strong Customer Authentication as permitted under Article 98(1)(b) of PSD2 and in accordance with Chapter III of the Regulatory Technical Standards in each case upon your request in respect of a Transaction submitted to us for processing;

“PSD2”: Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market, as amended or replaced from time to time, including any applicable implementing legislation of the same and the rules, opinions or directions of any Regulatory Authority;

“Regulatory Technical Standards”: Commission Delegated Regulation (EU) 2018/389 of 27 November 2017 supplementing PSD2 with regard to regulatory technical standards for Strong Customer Authentication and common and secure open standards of communication, as amended or replaced from time to time, including the rules, opinions or directions of any Regulatory Authority; and

“Strong Customer Authentication”: the requirement under Article 97 of PSD2 to apply strong customer authentication (as defined in Article 4 of PSD2) to certain online Transactions.

- 7.1 As part of the Gateway Services, we will enable you to use the Exemption Engine Service in accordance with this Part 5.
- 7.2 We do not warrant or undertake that:
- (a) an exemption requested by you using the Exemption Engine Service in connection with a Transaction will be upheld by the Card Issuer as being exempt from Strong Customer Authentication; and/or
 - (b) a Transaction submitted by you through the Exemption Engine Service will be free from Chargeback, fraud or return.
- 7.3 We reserve the right to:
- (a) apply or request that you apply, Strong Customer Authentication to any Transaction submitted to us by you for processing using the Exemption Engine Service; and/or
 - (b) reject any exemption requested by you with respect to a Transaction on the basis that the exemption is not compliant or could result in our non-compliance with the requirements of the Regulatory Technical Standards.
- 7.4 Without prejudice to any of the limitations on liability set out in clause 15 of this Agreement, you acknowledge and agree that the Exemption Engine Service is reliant upon data and services provided by third parties. Accordingly, the Exemption Engine Services are provided “as is” without warranties or representations of any kind, either express or implied, including, without limitation, any warranties or representations of merchantability, fitness for a particular purpose, service availability, or non-infringement. We do not assume, and expressly disclaim, any liability to any person or entity for loss or damage caused by errors or omissions in the Exemption Engine Service, whether such errors or omissions result from negligence, accident or other cause.