Date:	[*]
Outpayce:	Outpayce, S.A.U. entidad de dinero electronico.
Outpayce registered office:	Salvador de Madariaga 1, 28027 Madrid, Spain.
Outpayce email for notices:	legal@outpayce.com
Mutual Customer:	[*]
Mutual Customer registered address:	[*]
Outpayce agreement with Mutual Customer:	[*]
Service Provider:	[*]
Service Provider registered office:	[*]
Service Provider email for notices:	[*]
Services provided by the Service Provider to the Mutual Customer:	[*]

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Service Provider

Name:

Title:

I. RECITALS

A. Outpayce provides information, technology, data processing, payment gateway (Outpayce Payment Platform, defined below), payment processing and related solutions for the Mutual Customer, using specialized and proprietary software. On the other hand, the Service Provider also provides certain services to the Mutual Customer, as stated on the first page of this document.

B. Mutual Customer has requested Outpayce to integrate Service Provider into the Outpayce Payments Platform and systems.

C. Outpayce is willing to integrate Service Provider into the Outpayce Payments Platform and systems, on condition that Service Provider complies with these terms of use.

D. Service Provider is willing to be integrated into the Outpayce Payment Platform and systems and comply with these terms of use.

II. CLAUSES

1. Definitions

1.1 The following terms have the following meanings:

Data Protection Laws	All applicable laws and legally binding regulations relating to the Processing of Personal Data, data protection, and privacy and/or legally binding regulations implementing or made pursuant to them, or which amends, replaces, re-enacts or consolidates any of them as applicable to the Parties.
Mandatory Changes	Any change required to comply with Regulatory Requirements.
Outpayce	Outpayce, S.A.U., entidad de dinero electronico, an emoney institution corporation with principal offices at Salvador de Madariaga 1, 28027 Madrid, Spain. Bank of Spain registration number 6727.
Outpayce Payment Platform	Combination of networks, terminals, systems and servers, and associated infrastructure, including any hardware, software, and tools, which are operated and/or controlled by Outpayce and/or any Outpayce affiliates, and used to provide certain information and technology and data processing services related to payments.
Parties	Outpayce and the Service Provider.
PCI	Payment Card Industry.
PCI DSS	PCI Data Security Standards, as amended.
PCI DSS Data	Data including, without limitation, any of the following payment card data elements: primary account number, cardholder name, service code, card expiration data, full magnetic stripe data; CAV2/CVC2/CVV2/CID data and PIN/PIN block data and which is stored, processed or transmitted on behalf of Outpayce group of companies or its customers and platform subscribers.
Personal Data	Any information relating to an identified or identifiable natural person including all data or information that constitutes personal information, personal data, sensitive personal information, personally identifiable information or similar term under any applicable Data Protection Laws.
Processing	Any operation or set of operations which is performed on Personal Data or on sets of Personal Data, by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Regulatory Requirements	Legislative or regulatory requirements, or industry standards, relating to the services provided by Outpayce or the services provided by Service Provider through the Outpayce Payment Platform.
Security Incident	Any breach of security affecting the Outpayce Payment Platform or leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Outpayce data (including Outpayce customers data).

2. Term

2.1 The terms of use are valid and enforceable from the date of execution and until Service Provider is disconnected from the Outpayce Payment Platform.

3. Access to Outpayce Payment Platform

3.1 Outpayce grants the Service Provider access to the Outpayce Payment Platform to provide services to our Mutual Customer, on condition that Service Provider complies with these terms of use.

3.2 Service Provider's systems, applications and use of Outpayce Payment Platform cannot result, in Outpayce reasonable discretion, in an actual, potential or probable damage on Outpayce' systems (including technical problems, damage, interruption and/or degradation to Outpayce' systems and/or any other situation that might impair or negatively affect the provision of services to other customers, and/or result in inefficient or improper use of the Outpayce Payment Platform). In this case, Outpayce will have the right to immediately suspend Service Provider's use of the Outpayce Payment Platform, to the extent and for the time required to mitigate and/or solve the situation.

3.3 Service Provider is responsible for the security of the data, including without limitation any Personal Data, PCI DSS Data, confidential information or similar sensitive information, that may be stored or processed on or transmitted through the systems of Service Provider, including the system functions relating to storing, processing, and transmitting of the data. Service Provider agrees to indemnify Outpayce (including its affiliates) and its officers, directors, employees, agents, successors and assignees for, and hold the same harmless from and against, any losses, fines, liabilities and damages, and all related costs, expenses and payments made to third parties (including legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) that may arise in connection with any breach of such requirements.

3.4 If Service Provider has access or processes any confidential information of Outpayce, its affiliates or customers, including without limitation any Personal

Data, PCI DSS Data, confidential information or similar sensitive information, Service Provider must comply with the requirements set out in this document regarding the Processing of such data and/or provision of Service Provider's services.

3.5 Outpayce will have the right to disconnect Service Provider from the Outpayce Payment Platform and systems and seek damages if the Services Provider breaches or violates the PCI DSS obligations and/or these terms of use.

4. Data Protection

4.1 Each Party must comply with its respective obligations under applicable Data Protection Laws as they apply to the performance of the obligations under their agreements with the Mutual Customer and these terms of use. Outpayce can transfer Personal Data to the Service Provider and vice versa. The Parties understand and agree that the transfer of Personal Data is a transfer between two data processors (i.e., Outpayce and Service Provider) acting on behalf of a mutual data controller (Mutual Customer), and Processing Personal Data under the instructions of this Mutual Customer. Outpayce and Service Provider are independent data processors. Between Outpayce and the Service Provider, neither Party is Processing Personal Data on behalf of the other.

4.2 Each Party must (i) process Mutual Customer's Personal Data following the Mutual Customer's instructions; (ii) use commercially reasonable efforts to keep the connection secure at all times and protect the information collected through the connection from unauthorized access or use, and provide evidence of such technical and organizational measures upon request; (iii) refrain from doing or permitting anything to be done which has the effect of placing the other Party or Mutual Customer in breach of applicable Data Protection Laws; (iv) notify the other Party without undue delay on becoming aware of any Security Incident impacting Mutual Customer Personal Data or confidential information exchanged by the Parties as a consequence of the execution of their agreements with Mutual Customer and these terms of use; and (v) provide reasonable cooperation and assistance to the other Party in relation to obligations set forth under these terms of use, including addressing any reasonable security concerns or functionality questions the other Party may have.

5. Outpayce security standards

5.1 Service Provider will comply with the following Outpayce security standards, which must apply in addition to the PCI DSS requirements above when other sensitive information (including without limitation confidential information and Personal Data), can be accessed by Service Provider as part of its duties and/or responsibilities towards our Mutual Customer, in any way or form, or otherwise, in written, visual or audible form, electronically or in hard form, whilst being on the premises of Outpayce, from a remote location or through any other means, directly or indirectly:

(a) Service Provider will be responsible for the security of the service /data in the scope of application (in line with the regulations / standards followed and/or applicable to Outpayce).

(b) Service Provider must stipulate any outsourced processes or resources that affect Outpayce.

(c) Service Provider must report Security Incidents and issues affecting Outpayce within three (3) calendar days of becoming aware of them, except in the case of critical incidents and crisis (e.g. with potential reputational impact or triggering legal liability), where Outpayce must be informed immediately. Service Provider must provide Outpayce with all possible means to analyze the Security Incident, implement measures to address the consequences, and put in place solutions to ensure that the incident does not happen again.

(d) Service Provider must ensure that the network used to access Outpayce owned or managed data from outside Outpayce is encrypted, either public or private. Encryption must be performed at the physical layer, data link layer and transport layer. This implies implementing robust security measures to protect the confidentiality and integrity of data during its transit through the network, such as:

(i) Implement encryption protocols. Use secure encryption protocols, such as HTTPS protocol for accessing websites and VPN (virtual private network) protocol for establishing secure connections over public networks.

(ii) Use digital certificates. Use digital certificates to authenticate the identity of servers and ensure the security of encrypted communications.

(iii) Manage Encryption Keys. Implement appropriate practices for the management of encryption keys, including their secure generation, protected storage and regular rotation.

(iv) Regularly update systems. Maintain up-to-date security systems and software to mitigate known vulnerabilities and ensure the effectiveness of protective measures.

(e) Service Provider must notify Outpayce prior to any material change in the provision of services by the Service Provider (whether for business, legal, regulatory, architectural or other reasons).

(f) Service Provider must develop and implement robust security measures that comply with the requirements set forth by PCI/DSS, international best practice standards, and applicable data protection laws. This includes access controls, data encryption, security monitoring, vulnerability management, and other recommended security practices.

(g) Service Provider must conduct periodic security assessments to identify potential vulnerabilities in the service and data, and take appropriate corrective actions to mitigate identified risks.

6. Summary amendment

6.1 These Outpayce Security Standards may be amended from time to time to follow Regulatory Requirements (e.g., ISO 27001, PCI DSS, SOC1 (SSAE18), or other standards) implemented by Outpayce.

6.2 Outpayce will have the right to modify these terms of use unilaterally to ensure continuous compliance with Regulatory Requirements. Each Party must bear their own costs for implementing Mandatory Changes and must provide the requesting Party with an implementation plan or confirmation of compliance within sixty (60) calendar days from the date the request was made.

6.3 If a Party requests any change that is not a Mandatory Change, then the Parties will discuss in good faith the allocation of costs and the relevant implementation plan within sixty (60) calendar days from the date the request was made.

6.4 If the Service Provider is unable to comply with any Mandatory Change, Outpayce will have the right to disconnect Service Provider from the Outpayce Payment Platform and systems, with fifteen (15) calendar day's prior notice.

7. Confidentiality

7.1 The Service Provider will not copy, reproduce (except as reasonably necessary for the purpose described in these terms of use), publish, disclose, sell, assign, lease, sub-license, transfer, encumber or suffer to exist any lien or security interest on, nor allow any person or corporation to copy, reproduce or disclose, in whole or in part, the proprietary and/or confidential information that Outpayce could share with the Service Provider.

8. Outpayce limitation of liability

8.1 Outpayce is not responsible for (and assumes no liability for) the services, products or any acts or omissions of the Service Provider. Neither Outpayce nor our subsidiaries and affiliates will be liable to Service Provider or the Mutual Customer for any direct, indirect, special, consequential and/or punitive losses or damages related to services provided to Mutual Customer by Service Provider, whether arising from contract, tort (including negligence), breach of statutory duty, contribution, or otherwise. To the extent applicable law may not allow the limitation or exclusion of liability or incidental or consequential damages, our liability will be limited to the fullest extent permitted by applicable law.

9. Miscellaneous

9.1 <u>Assignment</u>. Outpayce can assign, novate and/or transfer the benefits and burdens of these terms of use, without Service Provider's prior consent (although Outpayce will notify Service Provider) to any affiliate or subsidiary of Outpayce.

9.2 <u>Compliance</u>. Service Provider must hold the necessary regulatory licenses to provide services to Mutual Customer. Service Provider must comply with all applicable laws, including anticorruption, anti-bribery and anti-money laundering, countering terrorist financing laws and economic sanctions.

9.3 <u>Governing law</u>. These terms of use and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the terms of use, will be governed by and construed in accordance with the general laws of Spain ('*derecho español comun*'), excluding the application of conflicts of laws principles.

9.4 <u>Arbitration</u>. Any dispute or claim arising out of or in connection with these terms of use or any contractual or non-contractual obligations not resolved amicably by the Parties, will be submitted to, and finally settled by, arbitration. The arbitration proceedings will follow the rules of arbitration of the International Chamber of Commerce. The arbitration shall be conducted by one (1) arbitrator. The arbitration will take place in Madrid city, Spain. The arbitration will be conducted in English. The judgment on the award rendered by the arbitrators can be entered in any court of competent jurisdiction. Neither party will be prevented from seeking any interlocutory or injunctive relief or other equitable remedy in any jurisdiction pending resolution of a dispute.

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Last update: July 23, 2024