PLIANT PAYMENT SERVICES GENERAL TERMS AND CONDITIONS

These terms and conditions and the Schedules thereto (the "**Terms**") apply to the payment services provided by Pliant Oy.

"You", "your" and "Customer" means the Account Holder as defined below. "We", "our", "us" or "Pliant" means Pliant Oy, a company incorporated in Finland with registered address Pohjoisesplanadi 19, 00100 Helsinki, Finland and company registration number 3266913-9 and authorised by the Finnish Financial Supervisory Authority (Finanssivalvonta, PL 103, 00101 Helsinki, www.finanssivalvonta.fi/en) as an electronic money institution.

In addition to these Terms, the General Terms and Conditions of Pliant GmbH for the use of the Pliant platform (the "**Platform Terms**") are applied for the payment services. These Terms and the Platform Terms constitute the entire agreement (collectively the "**Agreement**") between you and us.

Please read the Terms carefully and retain a copy for future reference.

1. Definitions

"Account Holder" means you as the corporate entity to whom the Cards are issued, and the Customer Account opened, and which it may authorize for use by affiliated Card User(s) and Account User(s) to execute Transactions on its behalf under the Agreement.

"Account User" means the individual using the Pliant Services, authorized by the Account Holder to use the Customer Account on behalf of the Account Holder.

"Applicable Law" means the Payment Services Act and any other applicable law (including, but not limited to, any local law of the jurisdictions into which the Card is provided and the Platform is operated), statute, statutory instrument, act, regulation, rule, order, supervisory guidance, policy, instruction or requirement stipulated by an applicable Regulatory Authority, or interpretation promulgated or published by any Regulatory Authority, any order issued by a court having jurisdiction over a party, or any applicable rule or requirement of any card scheme related to the issuance, sale, authorisation or usage of the Card and/or services to be provided under this Agreement or such other rule as deemed valid by Pliant from time to time.

"Available Funds" means any Available Transferred Funds and/or funds available due to the Company Credit Limit at any given time for Transactions or other fees and charges payable under these Terms.

"Available Transferred Funds" means any unspent funds available in the Customer Account at any given time for Transactions or other fees and charges payable under these Terms.

"Billing Period" means the period of time during which the debit balance on the Customer Account, if any, is accrued and, if no additional Payment Term has been granted, during which the accrued debit balance must also be settled by the Account Holder.

"Business Day" means Monday to Friday, 9am to 5pm CET, excluding bank, national and public holidays

in Finland and the Grand Duchy of Luxembourg.

“Business Person” a natural or legal person acting for purposes relating to their trade, business, craft or profession.

“Card” means each physical or virtual payment card issued to the Account Holder by us linked to a Customer Account.

“Credit Transfer” Payment Order by the Account Holder to remit funds cashlessly from its Customer Account in favor of a Payee to Payee’s payment service provider.

“**Card Scheme**” means Visa, Mastercard, or any other card scheme or network that sets the rules, technical standards, and operational requirements that apply to the issuance, acceptance, processing, authorisation, clearing, and settlement of transactions made with Card. A Card Scheme operates the network infrastructure that enables merchants, acquirers, issuers, and cardholders to complete transactions and may impose scheme rules and obligations on Pliant and on the use of the Cards.

“Card User” means an individual to whom a Card is supplied and who is validly authorized by the Account Holder to use a Card subject to the Agreement and on the Account Holder’s behalf.

“Company Credit Limit” means the maximum limit established by us for a negative balance of funds in the Customer Account.

“Cross-Account Payment Authorisation” means the Account Holder’s express, prior and irrevocable authorisation to Pliant to initiate payment transactions between Customer Accounts held in the name of the Account Holder for the purpose of settling any amounts due under this Agreement, including repayment of any debit balance or credit exposure.

“Customer” shall have the same meaning as **“Account Holder”**

"Customer Account" or **“Account”** means any electronic money account opened by Pliant for the Account Holder, in one or more currencies, which may be used for holding Available Transferred Funds, executing Transactions, or servicing credit exposure under this Agreement. The Account Holder may hold multiple Customer Accounts, including but not limited to prefunded accounts and accounts linked to a Company Credit Limit.

“Customer Billing Account” means a business account designated by the Account Holder upon conclusion of the Agreement for direct debiting pursuant to these Terms.

“Customer Funds” means any funds obtained for the issuance of electronic money.

“Customer Services” means the department in charge of providing customer support services to Card Users.

“Financing Party” means any third person or entity providing, or agreeing to provide, financing to the Account Holder other than in connection with this Agreement, including, without limitation, banks, financial institutions, factoring providers, investors, or other providers of credit or funds.

“Foreign Exchange Markup” means a percentage which is charged by Pliant for a transfer from Customer Account to another account, held in a different currency.

"**Foreign Transaction Fee**" means a variable fee applied on certain transactions made via Customer Account, as published by Pliant from time to time in the Price List, on the website, on the Platform, or otherwise communicated to the Customer. Where a merchant is located within your Home Territory, no fee applies if the transaction is made in the same currency as your Pliant Account; however, if the transaction is made in a different currency than your Pliant Account, a Foreign Transaction Fee applies. Where a merchant is located outside your Home Territory, a Foreign Transaction Fee applies regardless of the transaction currency.

"Guarantee" means a guarantee from a corporate entity, which shall be in the form provided by Pliant, to secure our claims under the Agreement

"**Home Territory**" means the European Economic Area and the United Kingdom.

"Insolvency Event" occurs, with respect to any party, in the event of

(a) that party passing a resolution, or a court making an order, that that party be wound up (except for the purposes of a voluntary liquidation);

(b) an order being made for the appointment of an administrator in relation to that party or a receiver, administrative receiver or manager being appointed over all or any part of that party's assets or undertaking;

(c) that party being unable to pay its debts within the meaning of any insolvency law;

(d) there being proposed in respect of that party any voluntary arrangement under any insolvency law; or

(e) any circumstances occurring that are the equivalent of (a) to (d) above under the legislation and related case law and practice applicable to that party (where (a) to (d) above do not apply for any reason to that party).

"**Merchant**" means any natural or legal person acting as the Payee in a card-based payment transaction, who accepts payment cards for the provision of goods or services, and who is identified within the Card Schemes by a Merchant Category Code (MCC) and a merchant identifier.

"Microenterprise" means a company or sole entrepreneur registered in Cyprus, Greece, Hungary, Italy, Ireland, Malta, Portugal, or Spain; and falls under the Microenterprise definition as provided by the European Commission from time to time.

"**Payee**" means any natural or legal person acting as the payee in a payment transaction.

"Payment Order" means an instruction by a payer to Pliant requesting the execution of a Payment Transaction.

"Payment Services Act" means the Payment Services Act (290/2010, as amended).

"Payment Term" shall have the meaning given to that term in clause 4.5.3 below.

"**PCI-DSS**" means the Payment Card Industry Data Security Standard in its currently applicable version which is a set of security requirements designed to protect credit card information and reduce fraud.

"Personal Data" means any registered personal identity details relating to the use of the Card including (but not limited to) an individual's: name, date of birth, home address, email address and telephone (landline and/or mobile) number. Full details of the Personal Data which we process are set out in our Privacy Policy.

"PIN or PIN Code" means the personal identification number used to access certain services provided to a Card User in relation to Cards.

"Platform" means the Pliant online platform and related mobile application where, among other things, the Account Holder can operate the Customer Account, the Cards can be ordered and where Card User(s) may perform certain operations in relation to their Cards in accordance with the Platform Terms.

"Platform Provider" means Pliant GmbH.

"Pliant Services" means the payment services and other services consisting of the Card, the Platform, the Customer Account, the Company Credit Limit and any related services provided by us, the Platform Provider or any third-party service providers.

"**Price List**" means the fees, charges, margins and pricing information applicable from time to time and made available in these Terms, on the Platform, on our website, or otherwise communicated by us to the Customer in text form.

"Regulatory Authority" means as the context requires, any regulator or agency having jurisdiction over Pliant or Platform Provider related to the issuance, marketing, sale, authorisation or usage of the Cards or services provided under this Agreement, including without limitation the Finnish Financial Supervisory Authority.

"Security Details" means certain information, including personal information, passcode, password, and any other similar information, given by you on behalf of a Card User when applying for a Card and as notified and updated by you from time to time.

"Transaction" means (i) a payment or a purchase of goods or services from a merchant or if enabled (ii) payment made directly from the Customer Account to a third party account, or (iii) a withdrawal of cash, which is made using a Card.

2. Conclusion of the Agreement

2.1. The Account Holder may request the Pliant Service via the Platform operated by the Platform Provider.

2.2. Subject to clause 2.3, the Agreement is concluded upon us accepting the request for the Service and informing the Account Holder accordingly. We retain the right at our sole discretion to reject the request in part or in full.

2.3. Conclusion of the Agreement is conditional on the Account Holder accepting the terms of the entire Agreement and providing all requested information, including, but not limited to, information required for the purpose of identifying the Account Holder and meeting other obligations under the AML laws, tax laws as well as for credit checks.

2.4. The Account Holder may access and download the Agreement, including these Terms, via the Platform. The Agreement, including these Terms, will also be sent to the Account Holder by e-mail, once the Agreement has been concluded.

2.5. The conclusion of the Agreement is dependent on the successful completion of all checks and verifications (particularly related but not limited to AML, KYC, legitimation, credit check) on the Customer or any Card User, conducted by Pliant, Pliant GmbH or any third party mandated for such purposes. Pliant reserves the right to request from the Account Holder any data and/or documentation required in order to complete all necessary checks and verification.

2.6. Customer must be able to provide any data to Pliant regarding Card User, for example but not limited to full name, date of birth, home address and nationality. Pliant reserves the right to request documentation, such as for example an identification card, for the purpose of verifying this information.

3. Description of the Service

3.1. Main characteristics of the Service

3.1.1. The Customer Account is a corporate account to be used for business spend. The Account Holder shall remain liable for all use or misuse by the Account User(s) of the Customer Account. The Customer Account is offered only for business purposes and by accepting these Terms of Service you confirm that you are a Business Person using the Customer Account for business purposes.

3.1.2. To open a Customer Account and become an Account Holder, the Customer shall register with Pliant and give the information required in connection with registration. The information on the Account must be connected directly to the individual user who is representing the Account Holder. The email address linked to the Customer Account must be at the personal use of the individual user only, and the credentials of the individual user must not be shared with other users or third parties.

3.1.3. The Card is a corporate card to be used for business spend. The Account Holder shall remain liable for all use or misuse of any Transaction on the Card by the Card User(s).

3.1.4. The Account Holder has the option to request a Customer Account with any currencies available via the Platform. Furthermore, the Account Holder may maintain multiple Customer Accounts denominated in various currencies (including any fees or charges).

3.1.5. Cards are issued by us at the Account Holder’s request and upon acceptance of said request to Platform Provider via the Platform. Physical Cards will be sent directly to you or the Card Users (as directed by you) as per the delivery address specified on the Platform.

3.1.6. The Account Holder shall ensure that the Available Funds at all times surpass the amount of any payment or cash withdrawal (including any fees or charges) made using the Card. Available Funds consist of any Available Transferred Funds, and if the Account Holder has been granted with a Company Credit Limit, also the funds lent to the Account Holder up to the said limit. The Account Holder may

prepay the credit balance by adding funds to the Customer Account via a prefund function (the "**Prefund Function**") as described under clause 3.3.

3.1.7. The Account Holder has the option to request a credit line, specified by a Company Credit Limit, upon conclusion of the Agreement or subsequently by way of notifying us via the Platform. We may at our sole discretion choose to provide the Account Holder with a Company Credit Limit. The Company Credit Limit entails the Account Holder to make payments and cash withdrawals up to the set maximum amount of funds which we are willing to lend during each Billing Period.

3.1.8. If we are willing to grant the Account Holder a Company Credit Limit, we will notify the Account Holder accordingly via the Platform or by other means of communication (e.g., by e-mail). The Company Credit Limit will apply once the Account Holder has received the aforementioned notification. The Account Holder may at any time notify us via the Platform in order to waive or reduce the Company Credit Limit granted by us.

3.1.9. Cards can be used worldwide wherever there is a card scheme symbol displayed online, and for physical Cards also at automatic teller machines ("ATMs"), if permitted and enabled, and merchants, including shops and restaurants who accept the card scheme, provided that Transactions (including any applicable fees) are made within the Available Funds and the applicable spending limit (in each case subject to local laws and regulations in the country of use).

3.1.10. The Customer Account may be used by the Account Holder for Transactions made with the Cards and for direct payments by Credit Transfer authorised by the Account Holder. Funds added to the Customer Account by way of the Prefund Function or otherwise shall not constitute a deposit and no interest will be paid on the balance on the Customer Account. The Account Holder may view its Available Funds, any Transactions made with the Cards or directly via the Customer Account in a past reference period, and any costs or charges owed by the Account Holder to us via the Platform. Detailed records of all the payments will also be accessible via the Platform, ensuring transparency and accountability in the management of the Customer Account.

3.1.11. We may unilaterally adjust the Company Credit Limit at any time by notifying the Account Holder via the Platform or by other means of communication (e.g., by e-mail). A Company Credit Limit adjustment will become effective as set out in clause 8.1.3.

3.2. Credit Transfers

Pliant may make Credit Transfers available for you. The functionality would be available to any Account Holder as a standard feature. Credit Transfers will be subject to the Special Terms & Conditions For Credit Transfer in their currently valid version.

3.3. Spending limit on Cards

The Account Holder may set an individual spending limit for each Card via the Platform. The said limit restricts the possibility of using the relevant Card. We check the Available

Funds and the relevant spending limit when authorizing a Transaction.

3.4. Adding funds to the Customer Account

When the Account Holder adds funds to the Customer Account, the Account Holder shall transfer the funds via the Platform. The added funds will normally be visible in the Customer Account latest on the next Business Day.

3.5. Withdrawals of Available Transferred Funds

When the Agreement is terminated, the remaining balance of Available Transferred Funds will be transferred to the Customer Billing Account or another account approved by Pliant within three (3) Business Days, unless retention is required for pending Transactions, chargebacks, reversals, compliance reviews, legal obligations, technical restrictions, or missing or invalid payout instructions.

3.6. Account statements

3.6.1. We will issue an account statement at the end of each agreed Billing Period and in any event at the end of a calendar month, at the latest. The respective account statement will be made available to the Account Holder via the Platform or by other means of communication (e.g., e-mail).

3.6.2. Any remarks regarding such statements must be made to us by the Account Holder as soon as possible after receipt.

3.7. Click to Pay (CTP)

Pliant may make available for You Card Scheme's CTP functionality. The functionality would be available to any Cardholder as a standard feature. Customers would be given an opportunity to decline the use of CTP (Opt-out). For cases, in which Pliant offers CTP, specific terms relevant for CTP are defined in Schedule 5 hereto.

4. Billing and payments

4.1. Direct Debit Mandate and Direct Bank Transfer

4.1.1. Before a Company Credit Limit can be approved, the Account Holder must furnish us with a SEPA direct debit core or other direct debit mandate (referred to as the "**DD Mandate**") linked to a Customer Billing Account. This mandate enables us to collect any debts incurred by the Account Holder as a result of, or in relation to, this Agreement, as outlined in clause 4.5. Additionally, the Account Holder has the option to settle their liabilities by making direct bank transfers to us, which provides an alternative method for fulfilling financial obligations under this Agreement.

4.1.2. Should the Account Holder seek reimbursement for a direct debit withdrawal from the Customer Billing Account as per clause 4.5 (termed a "**Refund**"), obtaining such a Refund does not absolve the Account Holder of the duty to address any disputes regarding the charged collection directly with us.

Moreover, the issuance of a Refund will not influence the resolution of any such dispute. By requesting a Refund, the Account Holder recognizes and agrees that it remains bound by all payment and other commitments stipulated in this Agreement. It also acknowledges the necessity for any disagreements concerning the disputed collection to be settled directly between the Account Holder and Pliant.

4.2. Customer Billing Account

When concluding the Agreement, the Account Holder shall designate a business account that will be used as a Customer Billing Account.

4.3. Billing period

4.3.1. The Account Holder will be given the opportunity to choose between different Billing Periods (e.g., monthly, fortnightly, weekly or daily) made available by us. If the Account Holder does not make a selection, the longest Billing Period allowed by us applies. In addition, the Account Holder may at any time shorten the Billing Period (e.g., from monthly to weekly) by notifying us via the Platform.

4.3.2. We may unilaterally change the Billing Period at any time by notifying the Account Holder via the Platform or by other means of communication channel (e.g., e-mail). A change to the Billing Period will become effective two weeks after the end of the Billing Period in which the Account Holder received the relevant change notification from us. We may shorten the aforementioned period for a good cause.

4.4. Fees and charges

4.4.1. All fees and charges applicable to the Cards and other Services are outlined in these Terms, in the Price List, on the Platform, on the website of Pliant, as amended from time to time, or as individually provided in writing to the Customer. Certain fees, including but not limited to Foreign Transaction Fees, Foreign Exchange Markup, exchange-rate related charges, and other transaction-based variable charges, may be variable in nature and may depend on market conditions, transaction characteristics, currency pair, merchant location, card scheme conditions, or service configuration. Such variable fees and charges shall be the fees published by Pliant at the relevant time on the Platform or website and shall apply without the need for any separate individual notice, to the fullest extent permitted by Applicable Law.

4.4.2. When the fees are linked to a Transaction that results from a related service without use of a Card, it will be carried out provided that sufficient funds are available in the Customer Account to cover the cost of the Transaction and the fees.

4.5. Settlement of debit balance and other amounts

4.5.1. The Account Holder must settle the debit balance on the Customer Account, if any, payable to us by 06:00 PM (CET) on the respective last day of the Billing Period or, if applicable, the Payment Term. The settlement shall be based on the

latest account statement and take place via direct debit under the DD Mandate unless otherwise agreed. For the sake of clarity, the said time limit shall also apply to any payments made in accordance with clause 4.5.5.

4.5.2. Any payment obligation under this Agreement shall be deemed duly settled and discharged only upon the receipt of the funds into a bank account (other than a Customer Funds account) held by us or, if applicable, the transfer of the funds by us and the receipt of the funds into a bank account held by any other payee who is entitled to receive payments under this Agreement following a pledge, assignment and/or transfer in accordance with clause 11.4.

4.5.3. The Account Holder may, at the end of the Billing Period, be provided a separate payment term within which the debit balance and/or any fees or charges related to the Services must be paid (the "Payment Term"). The Payment Term may be 0, 14 or 30 days. The Account Holder must notify us via the Platform of the desired Payment Term. If the Account Holder does not make a selection, the Payment Term will be determined by us. We may unilaterally change the Payment Term at any time by notifying the Account Holder via the Platform or by other means of communication (e.g., e-mail). A change to the Payment Term will become effective two (2) weeks after the end of the Billing Period in which the Account Holder received the relevant change notification from us. Pliant may shorten this period or waive it entirely for urgent or important reasons. Urgent or important reasons include, without limitation, the adjustment, suspension, or termination of any credit default insurance obtained by Pliant in relation to the Customer, Pliant becoming aware that the Customer has provided false, misleading, or incomplete financial information, or the Customer's failure to comply with its reporting or information obligations under this Agreement as well as any event that is triggering a reporting obligation under clause 8.2.2.

4.5.4. We will debit all amounts, fees and charges related to the Services to the Customer Account and will first offset them against the credit balance on the Customer Account, if any. If the said amounts arising during a Billing Period cannot be settled as a whole or in part by offsetting the amount against the credit balances, we will collect an amount equal to the debit balance on the Customer Account by direct debit from the Customer Billing Account at the end of the relevant Billing Period or, if applicable, the relevant Payment Term, as provided in clauses 4.5.1 and 4.5.3 above. Where such amounts cannot be settled in full, we may collect the outstanding balance via Cross-Account Payment Authorisation pursuant to clause 4.5.7; and/or any other agreed payment method under this Agreement. We will announce the respective direct debit collection one (1) Business Day prior to the collection via the Platform or via other means of communication (e.g., by e-mail).

4.5.5. If we have permitted the Account Holder to pay any outstanding amounts by direct bank transfer instead of issuing a DD Mandate, we will notify the Account Holder of the amount to be transferred after the expiry of the applicable Billing Period. The Account Holder must then transfer the corresponding amount to us (or, if applicable, to any other payee who is entitled to receive payments under this Agreement following a pledge, assignment and/or transfer in accordance with clause 11.4.) within the agreed Payment Term. If no Payment Term has been agreed, payment must be made within three (3) Business Days.

4.5.6. If, in the case of a Company Credit Limit, the Account Holder wishes to pay any amounts, fees and charges related to the Services before the end of the Billing Period or, if applicable, the Payment Term, the Account Holder may directly transfer the relevant amounts from the Customer Billing Account to their Customer Account.

4.5.7. The Account Holder hereby expressly authorises and instructs Pliant, on a continuous basis, to initiate one or more payment transactions from any Customer Account holding Available Transferred Funds to any Customer Account reflecting a debit balance, credit utilisation, or other amount due under this Agreement, for the purpose of settling such amounts (the "Cross-Account Payment Authorisation").

4.5.8. Such payment transactions may be initiated by Pliant where:

(i) a direct debit or other agreed payment method fails, is rejected, or is not executed;
(ii) the Customer Billing Account contains insufficient funds;
(iii) any amount due under this Agreement is overdue; or
(iv) Pliant reasonably determines that such transfer is necessary to mitigate credit, fraud, or operational risk.

4.5.9. Each transfer carried out under this clause constitutes a payment transaction authorised in advance by the Account Holder and executed by Pliant on the Account Holder's behalf. For the avoidance of doubt, such transfers do not constitute set-off against safeguarded funds but are payment transactions initiated pursuant to the Account Holder's instruction under this Agreement.

4.5.10. Pliant may execute such payment transactions in full or in part, and on one or multiple occasions, until all outstanding amounts have been settled.

4.5.11. The Account Holder shall ensure that sufficient Available Transferred Funds are maintained in one or more Customer Accounts to enable execution of such payment transactions. Failure to maintain sufficient funds shall not limit Pliant's other rights under this Agreement.

4.5.12. Pliant may use one or more payment collection methods available under this Agreement concurrently or sequentially, and partial use of one method shall not prejudice Pliant's right to use another method until all amounts due have been discharged in full.

4.6. Delayed settlement and debt collection

4.6.1. Any failure to pay the full amount owed by the Account Holder under this Agreement on time constitutes a breach of the Agreement. The Account Holder shall pay any penalties as well as costs incurred by Pliant in recovering or collecting amounts owed, including, without limitation, late payment interest and legal or collection fees. Late payment interest shall accrue at least at the statutory default interest rate, and Pliant reserves the right to claim any additional damages to the extent it can be proven that the actual loss exceeds

such statutory interest. These obligations also apply, if applicable, to any other payee entitled to receive payments under this Agreement following a pledge, assignment, and/or transfer in accordance with clause 11.4.

4.6.2. In the event that the Available Funds become negative at any time, Pliant reserves the right, at its sole discretion, to initiate a debt collection mandate. This mandate may be used to collect any outstanding amounts due from the Customer, regardless of the standard payment cycle. You agree that such collection efforts may occur without prior warning and that the execution of the collection mandate in this context shall not be considered a breach of the standard billing procedures.

5. Use and Maintenance

5.1. Managing a Customer Account

5.1.1. Account Users may use the Customer Account with the credentials assigned to the account. All actions executed at Pliant Service with Account User's credentials are binding on the Account Holder.

5.1.2. The Account User shall keep the credentials secret and shall not disclose them to unauthorized third parties.

5.1.3. Pliant shall have the right, without prior notice, to lock an Account User's credentials and prevent the access to Customer Account or limit the activities of the account, such as blocking outbound payments, if there is a reason to suspect unauthorized use.

5.1.4. The Account Holder is responsible for ensuring that only such Account or Card Users of Pliant Service whom the Account Holder has authorized and who have been registered as Account Users are able to use the Customer Account and have access to the credentials.

5.1.5. The Account Holder must notify Pliant immediately if any credentials have been lost or an unauthorized party has gained access to or possession of the credentials or if the credentials have been used without authorisation. Pliant will lock the credentials upon the receipt of the notification.

5.1.6. The Account Holder is liable for any unauthorized Transaction because the Account Holder or Account User:

- has not kept the Account User's credentials secret;
- has shared the Account User's credentials with a third party in breach of these Terms of Service or any security guidelines issued by Pliant; or
- has neglected the obligation, without undue delay, to inform Pliant about a loss of the credentials or an unauthorized party having gained access to or possession of or other unauthorized use of the credentials.

5.2. Activation and General Use of the Card

5.2.1. Physical Cards will be sent inactive directly to you or the Card Users (as directed by you) as per the delivery address specified on the Platform. A Card cannot be used unless it has been activated within the notified time by the Card User on the Platform. You must know, and ensure that Card Users know, and follow the steps required to activate a physical Card. You shall only supply a Card to the respective Card User and you shall be responsible for ensuring that each Card User complies with this Agreement where applicable.

5.2.2. Virtual Cards will be provided as activated directly to the Card Users (as directed by you) via the Platform.

5.2.3. A Card is only for use by the respective Card User and expires on the date indicated on the Card. A Card cannot be used after it has expired.

5.2.4. The amount relating to each Transaction and any associated fees executed with any of the Cards issued to the Account Holder will be deducted from the Available Funds.

5.2.5. When using a Card at certain merchants, including hotels, restaurants and petrol stations, the merchant may hold an additional amount to cover tips/gratuities, temporarily decreasing the Available Funds. In addition, certain pre-authorisations may be booked which are, momentarily, counted towards the Available Funds. As a result, this amount will be temporarily unavailable to access or spend.

5.2.6. We do not recommend using a virtual Card to purchase an item over the internet that subsequently would require the presentation of a physical reference device in order to obtain that item. Examples include certain theater ticket purchases, hotel stays, car rentals and online purchases picked up in person.

5.2.7. We are not responsible for ensuring that ATM's and point of sale terminals ("POS") will accept a physical Card.

5.2.8. Strictly for physical Cards, certain POS, particularly those situated in moveable property such as trains and ships, and certain static payment terminal machines such as in car parking lots, and toll ways are not connected in real time to the card scheme approval network. We accept no responsibility, and shall not be liable for, any inability of Card Users to use their Cards in such POS or machines.

5.2.9. You may obtain certain information concerning a Card and recent Transactions via the Platform or by contacting Customer Services.

5.2.10. Goods or services paid for with a Card cannot be refunded by a retailer unless there was a prior Transaction debited from the Card by that retailer of an equal or higher amount than the refund requested. If you are entitled to a refund for any reason for goods or services purchased using a Card, you agree that such refund will be made to the Customer Account at Pliant.

5.2.11. Cards allow Card Users to access various medical, legal and emergency assistance services 24 hours a day and 7 days a week. You can find out more

details of all of these services, as well as the merchant partner and rewards program, on the Platform.

5.3. Temporary locking of the Card

5.3.1. The Card Users and/or Account Holder may request to have a Card temporarily locked on the Platform.

5.3.2. You and/or a Card User may subsequently request via the Platform, that a Card that you have requested to be locked, is unlocked.

5.3.3. Applying for a Card to be temporarily locked shall not satisfy the obligation of the Account Holder to inform Pliant of the suspected or actual loss, theft, misuse or fraudulent use of the Card or of the related data through the Platform.

5.4. Authorizing Transactions

5.4.1. Account Holder accepts and undertakes to pay the debt incurred from the Transactions to Pliant each time when the Card or Account User gives their consent to each Transaction by, where applicable, a) using the Card together with a PIN or other security code personal to Account Holder; b) signing a sales voucher; c) providing the Card details and/or providing any other details personal to Account Holder Card (e.g., on the Internet); d) using the Card with the contactless payment facility or at payment terminals or automated payment devices that do not require a PIN; or e) using the Card or the Card information in car rental companies or hotels, that have the right to, according to common practice, charge the Card retroactively with unpaid reasonable charges, expenses, uncancelled bookings and other Card User costs without the Card User's signature, f) authorising payment(s) through Customer Account.

5.4.2. Each time the Card or Account User uses a Card or authorizes a payment through Customer Account, the value of the Transaction plus any applicable fees shall be deducted from the Available Funds on the Customer Account. If the value of the Transaction plus any applicable fees exceeds the Available Funds, the Transaction will be declined.

5.4.3. The Account Holder, the Card and/or the Account User's ability to use or access a Card or the Customer Account may occasionally be interrupted, for example if the Platform Provider or any third-party service provider needs to carry out maintenance on their systems or websites. Please contact Customer Services should you , the Card and/or Account User experience any problems using a Card or the Customer Account and these will be resolved as soon as possible.

5.4.4. We have the right to refuse to complete a Transaction that the Account or Card User has authorized for reasons related to:

- security, technical problems and other similar matters;
- the lack of sufficient Available Funds or the excess of applicable pending limit;
- the payment history or the usage history of the Card User, the Account User and/or Account Holder.

5.4.5. For security reasons, we are also entitled to block or suspend the use of the Card or Customer Account in accordance with clause 7.2.4.

5.4.6. In addition, for example, the ATM operators and other third parties may impose their own limits on the maximum amount of cash withdrawals. Possible limits on Transactions may vary from time to time and from country to country. If the aforementioned limits are exceeded, some Transactions may not be executed.

5.4.7. If we refuse to complete a Transaction, we will notify the Card User or Account User as soon as reasonably practicable of the refusal and the reasons for the refusal, together, where relevant, with the procedure for correcting any factual errors that led to the refusal, unless it would be unlawful for us to do so.

5.5. Execution of Payment Orders

5.5.1. Pliant executes Transactions involving card payments and direct transfers from Customer Accounts in accordance with the Account Holder's Payment Orders.

5.5.2. A correct Payment Order is an instruction by the payer to us, requesting the execution of a Transaction containing at least the amount of funds with a valid payment method to deliver the funds. It is the Account Holder's responsibility to ensure correct recipient account details when making any Transaction or setting up a payee.

5.5.3 When the payee has received a Payment Order for a Transaction from the Card User, the Payment Order is transferred to us within the time period specified by the agreement between the payee and the account bank or other payment processor (acquirer). If we receive the Payment Order on a day that is not a Business Day, the Payment Order shall be deemed to have been received on the following Business Day. When we have received a Payment Order from the acquirer, we shall charge the amount of the Transaction (including any applicable fees) to the Card no later than the Business Day next following the Payment Order.

5.5.4. A Payment Order cannot be canceled after the Card or Account User has approved the Transaction in accordance with clause 5.4.1.

5.5.5. If the Transaction has not been executed or has been executed incorrectly, we will refund the amount of the Transaction (including any applicable fees) to the Account Holder without undue delay. However, we shall not be obliged to refund the amount of the Transaction if the non-execution or erroneous execution of the Transaction is due to the payee or if the Card User, Account User and/or the Account Holder has given incorrect information.

5.5.6. On the request of the Card User, Account User and/or Account Holder, we will take steps to trace the Transaction and report the results to the Card User and/or Account Holder. We have the right to charge the Account Holder for expenses incurred by the tracing of the said Transaction.

5.5.7. The Account Holder acknowledges that payment transactions executed pursuant

to the Cross-Account Payment Authorisation may be initiated without additional real-time instruction and may be processed automatically by Pliant's systems in accordance with this Agreement.

5.6. Transactions in a foreign currency

5.6.1. Transactions conducted in a foreign currency will be converted into Euro or into the relevant billing currency at the exchange rate applied by us on the date the purchase is made or the date the Transaction reaches us, depending on the processing flow. This rate will consist of the base exchange rate we obtain from our financial service providers, which may include but is not limited to a Card Scheme, plus any applicable Foreign Transaction Fee, Foreign Exchange Markup, spread, margin, or other exchange-related charge, as specified in our Price List, on the Platform, or on our website. The Account Holder shall be liable for any currency risk during the period from the execution of the purchase or cash withdrawal until the Transaction reaches us. We will provide the exchange rate applied for a specific Transaction upon the Account Holder's request. The applicable exchange rates, fees, and margins may be updated from time to time and the version published on the Platform or website at the relevant time shall apply, to the fullest extent permitted by Applicable Law.

5.6.2. For Transactions that are initiated in another currency, the Card User may be given the opportunity to authorize the Transaction with a merchant or an ATM in Euro. In such cases, the Account Holder should be aware that:

- The authorized amount in Euro will be the amount posted to the account,
- We do not have control over, nor shall we be liable for, the conversion performed into Euro by the merchant or ATM.
- The exchange rate applied by the merchant or ATM may differ from the rate that we would apply.

5.6.3. It is the responsibility of the Account Holder to be aware of the potential for differences in exchange rates and fees when authorizing Transactions in Euro or a foreign currency. We shall make reasonable efforts to notify the Account Holder of significant changes to our exchange rate policy or fees as outlined in our Price List or as required by applicable law.

5.6.4. Pliant may charge a Foreign Transaction Fee and/or other exchange-related fees for providing this feature to you. Such fees are not charged for the currency conversion itself only, but may also relate to the ancillary services, operational handling, scheme processing, risk management, and service configuration connected to the Transaction. Exchange rates, fees, and the applicable margin may change from time to time without separate prior notice, reflecting market conditions and the costs of providing the service, to the fullest extent permitted by Applicable Law.

5.7. Transactions to accounts held in a different currency

Transactions from a Customer Account to another account held in a different currency may be subject to payment of a Foreign Exchange Markup and/or other exchange-related fee as a percentage of the transaction value. The applicable percentage or methodology shall be as published by Pliant in the Price List, on the

Platform, or on the website from time to time. Unless mandatory law requires otherwise, the version published at the time of the relevant transaction shall apply.

5.8. Cash withdrawals

ATM withdrawals are subject to a fee as a percentage of the withdrawal amount, as reflected in the standard fee schedule below. Access to ATM withdrawal functionality is not automatically available and may be provided only upon specific request and subject to a separate risk assessment.

5.9. Self-Transactions

The Customer shall not use Pliant Cards to make payments where the Customer is, directly or indirectly, both the payer and the payee (including transactions between accounts, entities, or payment instruments that are owned or controlled by the Customer or its ultimate beneficial owner) ("**Self-Transactions**"), unless expressly approved in advance by Pliant in writing. Pliant may, at its sole discretion, approve Self-Transactions on a case-by-case basis, subject to such conditions, limitations, or controls as Pliant deems appropriate, including for the purposes of fraud prevention, anti-money laundering and counter-terrorist financing compliance, and operational risk management. Pliant may refuse, suspend, revoke, or withdraw such approval at any time without prior notice. Any unauthorised Self-Transactions are prohibited and may result in the suspension or termination of the Pliant Services and/or the reversal or blocking of the relevant transaction, in accordance with these Terms.

5.10. Compliance, Sanctions, and Financial Crime Controls

5.10.1. Pliant shall have the right, at any time and without prior notice where necessary, to take any action it reasonably considers appropriate to comply with Applicable Law, including but not limited to laws and regulations relating to anti-money laundering, counter-terrorist financing, sanctions, fraud prevention, tax compliance, and other financial crime prevention obligations.

5.10.2. Pliant may refuse to execute, process, or accept any Transaction, Payment Order, or incoming funds (including incoming transfers to a Customer Account) where Pliant reasonably considers that:

(i) such Transaction or funds may breach Applicable Law;
(ii) such Transaction or funds may be linked to financial crime, including money laundering, terrorist financing, fraud, or tax evasion;
(iii) such Transaction or funds involve a person, entity, jurisdiction, or activity subject to sanctions or restrictions; or
(iv) sufficient information has not been provided to enable Pliant to assess the legitimacy of the Transaction or funds.

5.10.3. Pliant may, at its sole discretion and without prior notice where permitted by law:

(i) block, freeze, or suspend access to all or part of the Customer Account or Available Funds;
(ii) delay the execution of any Transaction or Payment Order;

(iii) prevent the use of Cards or Customer Accounts;
(iv) return, reject, or reverse incoming or outgoing funds (including after receipt); or
(v) place restrictions on specific Transactions, counterparties, jurisdictions, or payment channels, where Pliant reasonably considers such action necessary to comply with Applicable Law, to respond to requests or expectations of a Regulatory Authority, or to mitigate financial crime, sanctions, legal, regulatory, or reputational risk.

5.10.4. Pliant may request, and the Account Holder shall promptly provide, any information or documentation that Pliant reasonably requires in connection with:

(i) the purpose, nature, or background of any Transaction;
(ii) the source of funds and/or source of wealth;
(iii) the identity of payers, payees, or beneficial owners;
(iv) the business rationale for Transactions; or
(v) compliance with Applicable Law.

Pliant may suspend or delay Transactions or access to funds until such information or documentation has been provided to its satisfaction.

5.10.5. Pliant may, where required or permitted under Applicable Law, report Transactions, activities, or Customer information to any Regulatory Authority, financial intelligence unit, law enforcement authority, or other competent authority, without prior notice to the Account Holder or any Card or Account User. The Account Holder acknowledges that Pliant may be legally prohibited from disclosing that such reporting has taken place.

5.10.6. Pliant shall not be liable for any loss, delay, cost, or damage suffered by the Account Holder, any Card User, or any third party arising from any action taken by Pliant in accordance with this clause, except where such loss is caused by Pliant's gross negligence or wilful misconduct.

5.10.7. Any actions taken by Pliant under this clause shall not affect the Account Holder's obligation to fulfil all payment and other obligations under this Agreement.

6. Cashback

In certain cases, we may grant you discounts, bonus payments or cashbacks - for example for high card usage - the conditions and amount of which are set out in the list of prices and services / cashback conditions in **Schedule 3** hereto.

The provision of Cashback is at our sole discretion. Nothing in these Terms shall be construed as a binding offer by us to provide Cashback. Furthermore, Pliant reserves the right to set off cashback calculated in accordance with the provisions of Schedule 3 against any negative balance in the Available Funds.

7. Security of Services

7.1. Card and Account security details

The Account Holder, the Account User(s) and the Card User(s) must keep the Cards, Security Details, PINs and any associated account access credentials safe by taking appropriate measures, including, but not limited to, the following:

- Never allow anyone else to use a Card or Account access credentials.
- Never share a PIN or Security Details with anyone.
- Do not carry a PIN together with the respective Card or record a PIN where it may be accessed by other people.
- Comply with any reasonable instructions we give about keeping Cards, PINs and account credentials safe and secure.
- Use only secure internet sites for making Transactions online.
- Choose strong passwords that mix alpha and numeric characters when managing Accounts on the Platform.
- Check ATMs for signs of tampering, e.g. false fronts, before use.
- Shred any personal information or Security Details relating to a Card that could be used by an identity thief.
- Report thefts of any Security Details relating to a Card or to Customer Account to us to warn us of any potential attempts to commit identity fraud in your name.
- Ensure that any device used to access the Platform or conduct Transactions is secure, updated with the latest security patches, and protected by appropriate antivirus and anti-malware software.
- Be vigilant against phishing attacks and suspicious e-mails or messages asking for Security Details or account credentials.
- A Card or access to the Account may be locked if an incorrect PIN or password is entered three (3) times at any ATM, POS terminal or on the Platform. If locked, please visit the Platform to unlock the Card or contact the Customer Services.
- Never provide a PIN by telephone or via the Internet in order to pay for goods or services or carry out a Transaction. If anyone asks you or the Card User to reveal a PIN, the request should be refused and reported to Customer Services.
- You undertake, represent and warrant to us that the Transactions that any Card or Account User will undertake using a Card or Customer Account do not contravene any Applicable Law.
- You and all Card and Account Users shall at all times comply with all Applicable Laws in relation to the performance of your obligations under this Agreement.
- Account or Card Users shall obtain a receipt for every Transaction undertaken with a Card. Card Users must retain their receipts to verify their Transactions.
- You or Card Users shall not under any circumstances send an active Card to us or any third party, by post or any other unsecured delivery method.
- Once a physical Card has expired or if it is found after it being reported as lost or stolen you and/or the Card User must destroy it by cutting it in two through the magnetic strip.

7.2. Loss, theft and misuse of cards

7.2.1. If a Card is lost, stolen, misused or is likely to be misused by a third party or you or a Card User suspects that someone else may know the related PIN or Security Details or has carried out an unauthorized Transaction, you and the Card User

must stop using that Card and notify us through the Platform or Customer Services as soon as possible on becoming aware of such loss, theft, misappropriation or unauthorized use of that Card. That Card shall be suspended to avoid further losses upon your or the Card User's notification in accordance with this clause.

7.2.2. The Account Holder is responsible for all Transactions made with the Card until the Account Holder and/or Card User has notified us in accordance with clause 7.2.1 above. However, the Account Holder is responsible for all Transactions after the said notification is made if the Account Holder and/or Card User has intentionally made a false declaration or otherwise acted fraudulently or by gross negligence.

7.2.3. Limitations of the payment user's liability set out in Section 62 of the Payment Services Act shall in no event apply to the Account Holder's liability under this clause 7.2.

7.2.4. We may also suspend a Card (including the related account) with or without notice if we suspect that the Card, PIN or any other Card-related security details have been, or is likely to be, misused, if any Transactions are deemed to be suspicious and/or are identified as being fraudulent, if we have reason to believe that you have broken an important condition of these Terms or that you have repeatedly broken any term or condition and have failed to remedy it, if the Card User is no longer employed by or in the service of the Account Holder, if this Agreement has been terminated or canceled or if we suspect illegal use of the Card. The Card User and/or the Account Holder shall be notified of the suspension in accordance with clause 9.6.

7.2.5. You and/or the Card User may be required to assist us, our representatives or the police if a Card is stolen or we suspect a Card is being misused.

7.2.6. If any reported lost Card is subsequently found it must not be used anymore.

7.3. PCI-DSS compliance

7.3.1. We hereby acknowledge and agree that we are responsible for the security of account data in terms of the PCI-DSS (such as the Primary Account Number (PAN), cardholder name, service code, expiration date, sensitive authentication data like card verification codes, full track data, PINs and PIN blocks) we may possess or otherwise store, process, or transmit to the extent that our services, operations, systems, or personnel could impact the security of The Account Holder's cardholder data and/or sensitive authentication data.

This responsibility includes, but is not limited to:

- Implementing and maintaining appropriate security controls, policies, and procedures for all systems, networks, applications, and processes managed or influenced by us that interact with or could logically affect The Account Holder's cardholder data and/or sensitive authentication data;
- Ensuring that any services provided, software deployed, or infrastructure managed by us in connection with these Terms adheres to the applicable

PCI-DSS requirements;

- Safeguarding the integrity, confidentiality, and availability of The Account Holder's cardholder data and/or sensitive authentication data against unauthorized access, use, disclosure, disruption, modification, or destruction, within the scope of these Terms.

7.3.2. We commit to applying industry best practices and PCI-DSS requirements to all services delivered under this Agreement that could impact the security of the Account Holder's cardholder data and/or sensitive authentication data.

7.3.3. We reserve the right to engage a third-party PCI-DSS Service Provider ("**PCI-DSS TPSP**") at any time instead of taking on the role ourselves, which at the time of conclusion of these Terms is our affiliated company Pliant GmbH. We reserve the right to change the PCI-DSS TPSP at any time and will inform The Account Holder of such change with reasonable notice.

7.4. Safeguarding of Customer Funds

In accordance with Applicable Law, Pliant may hold Customer Funds in segregated accounts, including safeguarding accounts with credit institutions or through the use of low-risk, highly liquid Money Market Funds (MMFs) that qualify under relevant safeguarding rules. Any interest, yield, or other earnings generated from such safeguarding arrangements or investments shall accrue to Pliant and may be retained by Pliant to cover the costs associated with safeguarding, operational processing, or other related expenses. Pliant ensures that all Customer Funds remain fully safeguarded and immediately redeemable, and no investment shall expose the funds to material market, credit, or liquidity risk.
For the avoidance of doubt, nothing in this clause prevents Pliant from executing payment transactions between Customer Accounts held by the same Account Holder, where such transactions are carried out on the basis of the Account Holder's prior authorisation under this Agreement.

8. Special conditions for a Company Credit Limit

8.1. Main characteristics of the service:

8.1.1. The Account Holder has the option to request a Company Credit Limit upon opening the Customer Account or subsequently by way of notifying the Pliant via the Pliant Platform. The Account Holder does not have a right to a Company Credit Limit. If Pliant is willing to grant the Account Holder a Company Credit Limit, it will notify the Account Holder accordingly via the Pliant Platform or by other means of communication (e.g. by email) upon approval. The Company Credit Limit will apply once the Account Holder has received the aforementioned notification. The Customer's Account will therefore reflect the Company Credit Limit from that date.

8.1.2. The Account Holder may at any time notify Pliant via the Pliant Platform in order to waive or reduce the Limit granted by Pliant.

8.1.3. Pliant may unilaterally adjust (including suspension or termination) the

Company Credit Limit at any time by notifying the Customer via the Pliant Platform or by other means of communication (e.g. by e-mail). A Limit adjustment will become effective two weeks after the end of the Billing Period in which the Customer has received the relevant adjustment notification from Pliant; Pliant may shorten this period or waive it entirely for urgent or important reasons. Urgent or important reasons include, without limitation, the adjustment, suspension, or termination of any credit default insurance obtained by Pliant in relation to the Customer, Pliant becoming aware that the Customer has provided false, misleading, or incomplete financial information, or the Customer's failure to comply with its reporting or information obligations under this Agreement as well as any event that is triggering a reporting obligation under clause 8.2.2.

8.2. Warranties, Information Obligations

8.2.1. The Account Holder shall provide Pliant, upon request, with complete and accurate information regarding its financial condition, including but not limited to balance sheets, profit and loss statements, cash flow statements, report on financing defaults and changes in lending commitments in the previous 24 months, full list of Financing Parties, key financing terms, as well as other relevant financial data.

8.2.2. The Account Holder shall promptly notify, no later than three (3) working days after becoming aware, Pliant of any material changes - whether foreseeable or unforeseeable - in its financial situation or business operations which could have a significant adverse effect on its ability to fulfill its obligations under this Agreement. Such events include, without limitation, shortfall of liquidity, substantial losses, material changes in ownership or management, changes of commitments or terms of other Financing Parties, breach of covenants or material contractual obligations towards other Financing Parties, initiation of insolvency proceedings, or any other circumstance that may materially impair the Account Holder's creditworthiness.

8.2.3. Pliant shall be entitled to request reasonable documentation to verify the Account Holder's financial position at any time during the term of the Agreement. The Account Holder warrants that all information provided by the Account Holder to Pliant is accurate, complete and not misleading in any material aspects. The Account Holder must comply with the reporting obligations under Foreign Trade Law.

8.3. Guarantee

8.3.1. The Account Holder shall ensure that it, at our request, provides us with a Guarantee and that the relevant guarantor will maintain such Guarantee throughout the entire term of the Agreement and perform any and all information and other obligations relating to the Guarantee.

8.3.2. If the guarantor fails to provide such Guarantee, we may refuse to provide the Service to the Account Holder.

8.4. Other conditions

8.4.1. Throughout the entire term of the Agreement, the Account Holder shall, at our request, provide us or a third party designated by us with access to its Customer Billing Account(s) and its other business accounts via an account information service ("**AIS**") for the purpose of credit assessment. For this purpose, the Account Holder will conclude a separate agreement with an account information service provider via the Platform at our request.

8.4.2 During the term of the Agreement, the Account Holder shall not encumber, permit any third party to encumber, or commit to encumber the Customer Billing Account(s) with any third-party rights (with the exception of customary banking liens resulting from the general terms and conditions of the account-holding credit institution).

9. Term and Termination

9.1. The Agreement shall continue in full force until terminated in accordance with this clause.

9.2. Both we and the Account Holder may terminate the Agreement at any time by sending 30 days' written notice to the other party via the Platform or e-mail.

9.3. We also reserve the right, at any time and without prior notice, at our discretion to terminate the Agreement, to block or suspend use of a Card or the Customer Account, restrict its functionality and/or to demand the return of any of the Cards if any of the following circumstances arise:

- We reasonably suspect the security of the Card or the Account has been compromised in anyway;
- You fail to provide the Personal Data necessary for us to comply with our legal obligations as a payment service provider and to fulfill this Agreement;
- You haven't given us information we need or we believe that any of the information that you have provided to us is incorrect or false, in particular you have made incorrect statements about your financial circumstances which were of considerable importance for Pliant's decision on the conclusion of the contract (in particular with regard to a Limit granted);
- A significant deterioration in the your financial circumstances is occurring or threatens to occur and as a result the fulfillment of the Customer's obligations to Pliant is at risk;
- there is a good cause which makes it unreasonable for us to continue the contractual relationship, even when taking into account the legitimate interests of the Account Holder;
- in the event you, a Card User, an Account User or any third party engage in any actual or attempted fraudulent activity or we reasonably suspect you or a Card or Account User to have done so;
- if sanctions imposed by the UN, the UK, the USA, the EU or any member state of the EEA or any locally competent authority are directed at the Account Holder and/or the Card or Account User or if these have any impact on the Account Holder and/or the Card or Account User, directly or indirectly;
- We believe that your continued use of the Pliant Services may damage our

reputation;

- We believe that your use of the Pliant Services may result in harm to us or our systems;
- in case of any amount owed to Pliant becoming overdue, non-payment of any debts arising under this Agreement, including, but not limited to, any applicable fees as set out in the Price List;
- You suffer an Insolvency Event or you cease or threaten to cease to carry on your business;
- We cannot process your Transactions due to the actions of third parties;
- We are required to do so under Applicable Law or where we believe that continued use of the Pliant Services may be in breach of Applicable Law;
- You have breached this Agreement or Pliant Acceptable Use Policy which is available on our website; or
- the Platform Terms have been terminated.

9.4. Any termination or expiry of the Agreement, howsoever caused, shall be without prejudice to any obligations or rights of either of the parties which may be accrued prior to termination or expiry and shall not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such termination or expiry.

9.5. The Account Holder will be responsible for ensuring that all Card and Account Users have been notified of termination of the Agreement.

9.6. If we lock or suspend a Card or the Account(s), we shall notify you, the Card and/or Account User by e-mail and/or via the Platform, at the latest, immediately after locking or suspending the Card or Account, unless we reasonably believe that providing such information would constitute a security risk or we are not permitted to provide such information by any Applicable Law. A Card User, Account User and/or Account Holder can at any time request that the lock be removed from their Card by contacting Customer Services at the contact details specified in clause 11.5.6, but the decision to unlock the Card and the Account or resume provision of Pliant Services will be at our discretion.

10. Changes to the Terms

10.1. We may at our discretion make changes to these Terms at any time.

10.2. We will give you 30 days' prior notice via the Platform, by post or e-mail before we make the change, unless the change is required to be implemented earlier by any Applicable Law. The version of the Agreement displayed on the Platform at any time shall constitute the binding version and shall render any previous one obsolete. You understand that the Platform should regularly be checked.

10.3. Notwithstanding clause 10.2, where these Terms provide that a fee, margin, spread, exchange-related charge, or other pricing element is variable and published on the Platform or website from time to time, the version so published shall apply to the relevant transaction or service without separate individual notice, to the fullest extent permitted by Applicable Law. This does not limit any mandatory notice requirement under Applicable Law in respect of framework contract changes that cannot lawfully be

implemented in this manner.

10.4. If you do not agree to the change, you should terminate the Agreement in accordance with the provisions of the Agreement. If you do not do so we will assume that you agree to the change, and it will be implemented upon the expiry of the notice period.

11. General provisions

11.1. Liability and indemnification

11.1.1. We will not be liable to you in respect of any losses you, Card User or Account User may suffer in connection with or arising from the use of Pliant Services, except where such losses are due to a breach by us of this Agreement or due to our negligence. In addition, we will not be liable for disputes concerning the quality of goods or services purchased from any merchant that accepted a Card or for any additional fees charged by the operator of POS or ATM terminals (e.g. when you are offered dynamic currency conversion at a point of sale). In particular, we will not be liable for any loss due to: (i) any failure due to events outside our reasonable control; (ii) any system failure or industrial dispute outside our control; (iii) any ATM or retailer refusing to or being unable to accept a Card; (iv) the way in which any refusal to accept a Card is communicated to you; (v) any infringement by you of any currency laws; (vi) our taking any action required by any law or regulation or court order; or (vii) anything specifically excluded or limited elsewhere in this Agreement.

11.1.2. Unless otherwise provided under clause 7.2 above or required by mandatory law, we shall not be liable for any direct or indirect loss or damage you may suffer as a result of Your or any Users' total or partial use or inability to use the Pliant Services, or the use of any Card by any third party (including any fraudulent or unauthorized Transactions and subsequent unsuccessful chargebacks).

11.1.3. You shall be liable to us for all losses, fees and other expenditure incurred by us in relation to the recovery, cancellation or reversing of Transactions resulting from the misuse of the Pliant Services by you, a Card or Account User or where you are in breach of any important provision or repeatedly breach any provision of this Agreement and fail to remedy it.

11.1.4. You agree to indemnify us against any and all actions, claims, costs, damages, demands, expenses, liabilities, losses and proceedings we directly or indirectly incur, or which are brought against us if you have acted fraudulently, been negligent or have misused the Card or any of the Pliant Services which we provided to you.

11.1.5. The above exclusions and limitations set out in this clause 11.1 shall apply to any liability of our affiliates such as the card schemes, and other suppliers, contractors, representatives and any of their respective affiliates (if any), to you, which may arise in connection with this Agreement. For all intents and purposes of law, we are appearing hereon also as agents for our affiliates such as the card schemes, and other suppliers, contractors, representatives and any of their

respective affiliates (if any), limitedly for the purpose of this clause.

11.1.6. Subject to the terms of the country-specific addendum attached hereto as **Schedule 1**, if you are a Microenterprise, the following applies:

- You have an obligation to inform us without undue delay upon identifying any unauthorized or incorrectly executed Transaction that necessitates rectification. This notification must occur as soon as you become aware of the Transaction in question, and in any event, no later than thirteen (13) months following the date on the Transaction.
- Where Pliant is liable for unauthorized or incorrectly executed Transaction, we shall, without undue delay, chargeback to you the amount of the defective Transaction, and, where applicable, restore the debited Account to the state in which it would have been had the defective Transaction not taken place. Further Pliant shall bear the liability of charges directly arising from the defective Transaction if any.
- Pliant shall chargeback you the amount of the unauthorized Transaction immediately, and in any event no later than by the end of the following business day, after noting or being notified of the Transaction, except where Pliant has reasonable grounds for suspecting fraud.
- You may be obliged to bear the losses relating to any unauthorized Transactions, up to a maximum of EUR 50, resulting from the use of a lost or stolen Card or Account credentials, or from the misappropriation of a Card or Account.
- The above does not apply if the loss, theft or misappropriation of a Card/Account was not detectable to you, Card and/or Account User prior to a payment, except where you, Card and/or Account User have acted fraudulently; or the loss was caused by acts or lack of action of an employee, agent or branch of Pliant or of an entity to which its activities were outsourced.
- You shall bear all of the losses relating to any unauthorized payment transactions if they were incurred by the Card or Account User acting fraudulently or failing to fulfill one or more of the obligations set out in clause 6 relating to Security of Services.

11.2. Warranties and information obligations

11.2.1. At the time the Agreement is concluded and at the time of each disposal involving the Cards, the Account Holder assures that:

- within the scope of the Agreement, the Account Holder exercises their commercial activities;
- all information provided by the Account Holder to us is accurate, complete, and not misleading in any material respects; and
- there are no grounds for immediate termination under clause 9.3.

11.2.2. In addition, the Account Holder shall notify us without undue delay about:

- any changes to its company name, shareholder structure, address, a Customer Billing Account or other information provided upon the conclusion of the Agreement; or
- the existence of a ground for immediate termination pursuant to clause 9.3.

11.3. Confidentiality and Data Protection

11.3.1. The Account Holder is the primary controller of Personal Data relating to its employees and any other Card or Account Users up until such Personal Data is transferred to Pliant. Pliant assumes the role of Data Controller once it receives Personal Data in connection with the application for, and use of, Cards and Account.

11.3.2. Personal Data is collected from purchasers and users of Cards and Accounts to operate the card program and to comply with legal obligations. This includes, but is not limited to, identity verification, financial assessments, and transaction management. Data is used solely for the purposes outlined at the time of collection as detailed in our Privacy Policy, which is accessible by all users.

11.3.3. We disclose Personal Data to third parties only when necessary for the provision of our services, with user consent, or where there is a legal obligation to do so. Detailed information about these third parties and the circumstances under which data is shared can be found in our Privacy Policy.

11.3.4. Regular audits are conducted to ensure the information we hold is accurate and up-to-date. Users have the right to access their Personal Data, request correction, or update their information as necessary through a dedicated user portal or by contacting our customer service team.

11.3.5. We implement robust security measures to protect Personal Data against unauthorized access, alteration and destruction. These measures include advanced encryption technologies, secure data storage facilities and stringent access controls.

11.3.6. Card and Account Users have the right to access their Personal Data, request corrections, or have their data deleted in accordance with applicable data protection laws. Details on how to exercise these rights are provided directly to users through our Privacy Policy accessible on our Website.

11.3.7. Our Privacy Policy detailing our data handling practices, is provided to all Card and Account Users at the onset of their relationship with Pliant and is available on our website. The policy is reviewed and updated regularly and possible updates are communicated to Users.

11.3.8. We adhere to stringent data protection laws and are subject to oversight by regulatory authorities. Compliance is ensured through regular internal and external audits, and findings are addressed promptly to maintain the highest standards of data protection.

11.3.9. In the unlikely event of a data breach, affected users will be notified immediately in accordance with legal requirements. A comprehensive breach response plan is in place to minimize any potential impact on users and to prevent future occurrences.

11.4. Assignments

11.4.1. The Account Holder shall not be entitled to assign or transfer any of its rights or obligations under this Agreement in part or in full.

11.4.2. We and any transferee may pledge, assign and/or transfer this Agreement and/or all or any part of our or such transferee's (as applicable) rights and obligations under this Agreement to any third party at any time without your consent. If we or any transferee notify you of the pledge, assignment and/or transfer, you must make all payments under this Agreement as instructed in such notification.

11.4.3. With respect to clause 11.4.2 above, we have transferred all receivable(s) owed by you and accruing under this Agreement to Pliant Financing Partners 1 S.à r.l., acting for the account of its Compartment VVRB-A, (later referred to as Pliant VVRB-A) who in turn has pledged the receivable(s) as security for its financing to Vereinigte Volksbank Raiffeisenbank eG (later referred to as VVRB). Simultaneously, Pliant VVRB-A and VVRB have authorised us to handle all customer service activities relating to the receivable(s) on their behalf, to act as the authorised representative of Pliant VVRB-A and VVRB in all occasions and to sign on their behalf all documents, consents and other documents relating to the customership.
Unless otherwise notified by VVRB, we in the capacity as servicer on behalf of Pliant VVRB-A and VVRB will continue to debit the Customer Billing Account for repayment of the receivable(s). To such extent credit transfers are used for the repayment, the payment must be made to the Customer Account. You may also continue to repay the receivable(s) using the Prefund Function.
VVRB may direct you to make all payments under the receivable(s) directly to VVRB or to its order. After receiving such notice from VVRB, you must immediately and unconditionally comply with VVRB's payment and other instructions concerning the receivable(s).

11.5. Complaints and Communication

11.5.1. Should you or a Card User wish to contact us or complain about any aspect of our service please contact our Customer Services.

11.5.2. We will make every effort to reach a resolution to your or the Card User's complaint, as applicable. If we are unable to resolve the complaint/issue to your or Card User's satisfaction, we will explain the reasoning behind our decision.

11.5.3. Notifications for the Account Holder shall be deemed received on the date when the communication was sent.

11.5.4. In the unlikely event that we are unable to resolve your or Card User's complaint/issue you and the Card User have the right to complain to the Finnish Financial Supervisory Authority kirjaamo(at)finanssivalvonta.fi.

11.5.5. The Account Holder will receive communication (e.g. statements of account) by way of a message function on the Platform or by other means of communication (e.g., e-mail).

11.5.6. The Account Holder may contact the Customer Services via the methods below:

- Business days between 9 am and 6 pm Central European Time for residents of:
  Finland: +358 9 42454844
  Germany: +49 30 544 537 780
  Austria: +49 30 544 537 780
  Netherlands: +31 20 808 3078
  Belgium: +352 (0) 27 86 99 06
  Ireland: +49 30 544 537 780
  Italy: +39 055 464 6177
  Luxembourg:+352 (0) 27 86 99 06
  Spain: +34 932 71 67 76
  Portugal: +351 308 807 274
- By email: support@getpliant.com
- On the Platform
- On the website
- On the mobile app

11.6. Miscellaneous

11.6.1. The English language version of these Terms and of any communications and our website content will prevail over any other language version which we may issue from time to time.

11.6.2. Our failure or delay to enforce any right, remedy, power privilege or provision of these Terms shall not be considered a waiver of any those rights. A single or partial exercise of any right or remedy shall not preclude any other or further exercise of that right or any other right. Any waiver of any default or breach must be in writing and signed by Us, and no such waiver shall constitute a waiver of any other or subsequent default or breach.

12. Legal and Compliance

12.1. Governing Law and Jurisdiction

These Terms, and any disputes which arise under them, shall be exclusively governed and construed in accordance with the laws of Finland and subject to the exclusive jurisdiction of the Finnish courts. The District Court of Helsinki shall be the court of first instance.

12.2. Penalties

In addition to such actions constituting a breach of the provisions of this Agreement, any illegal or fraudulent use of a Card by you or a Card User, or with knowledge, may be reported to the police or any other relevant Regulatory Authority.

12.3. Terms of preclusion

12.3.1. Any claims arising from this Agreement shall expire if they are not asserted

against us in text form within three months of their due date.

12.3.2. If we reject the claim or we do not declare ourselves within three weeks of the claim being asserted, the claim shall be forfeited if it is not asserted within three months of rejection or expiry of the deadline.

12.3.3. The provisions of clauses 12.3.1 and 12.3.2 do not apply to liability due to intent, for damages resulting from injury to life, limb or health or for claims that are excluded by law from a contractual exclusion period.

12.4. General Remarks

12.4.1. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card, in the country of purchase and/or use. Cards cannot be used to purchase or access activities mentioned in the Pliant Acceptable Use Policy which is available on our website.

12.4.2. The Account Holder shall be liable for all acts and omissions of Card Users purported to be carried out pursuant to the activities anticipated by this Agreement. The Account Holder will inform Card Users about the use of Cards, applicable limitations of use and any requirements under these Terms such as any notification duties of the Account Holder. The responsibility of the Account Holder remains unaffected.

SPECIAL TERMS & CONDITIONS FOR CREDIT TRANSFER

The Special Terms & Conditions For Credit Transfer will be published and made available with implementation of Pliant's credit transfer services.

SCHEDULE 1
COUNTRY SPECIFIC ADDENDUM

1. General

Notwithstanding any provisions mentioned in the Pliant Payment Services Terms and Conditions ("**Terms**"), Account Holders falling within the Microenterprises definition as outlined in clause 1 of the Terms shall be governed by the specific provisions detailed in this Country-Specific Addendum (the "**Addendum**").

This Addendum incorporates additional provisions relevant to Microenterprises registered in Cyprus, Greece, Hungary, Italy, Ireland, Malta, Portugal, or Spain, elaborated in specific paragraphs for each country. If the Account Holder relocates their residence to another country specified in the Addendum, the Company will apply the special terms and conditions for that country. Under all circumstances, the pertinent Addendum shall constitute an integral part of the Agreement.

Unless specifically stated otherwise, words and expressions in this Addendum have the same meaning and interpretation as defined in the Terms.

2. Governing Law: Spain

Clause 8.2. of the Terms regarding termination of the Agreement is substituted as follows:

- The Account Holder may terminate this Agreement at any time without further notice to us via the Platform or e-mail. We shall execute the order to terminate this Agreement promptly after the receipt of the request.

3. Governing Law: Ireland

Clause 10.5. of the Terms addressing complaints and communication within the Agreement, is broadened to incorporate the following additions:

- Should you wish to contact us or complain about any aspect of our service please contact Customer Services. We will respond to the points raised by you in the complaint within 15 (fifteen) business days of the complaint being received.
- Should an event, outside of our control, arise that means we are unable to meet the deadline for a response set out above, we will be required to set out the reasons for the delay in answering the complaint and the new deadline by which a reply will be received by you.
- In any case, we will be required to reply to the Account Holder with a final reply at the latest within 35 (thirty five) business days of receipt of the complaint.

4. Governing Law: Italy

Clause 10.1.6. of the Terms addressing liability and indemnification applicable to Microenterprises within the Agreement, is broadened to incorporate the following additions:

- In the event of an authorized payment transaction initiated by or through the Account Holder that has been executed, the Account Holder is eligible for a chargeback if the following conditions are met:
  (a) The authorization, at the time of issuance, did not specify the payment transaction amount;
  (b) The transaction amount exceeds what you could reasonably expect based on your spending history, framework contract terms, and the circumstances.
- Upon the Company's request, the Account Holder must provide documentation supporting the conditions listed above. The chargeback equals the full executed payment transaction amount.
- The Account Holder's chargeback right is excluded if the following conditions are met:
  (a) The Account Holder has given direct authorisation to the Company;
  (b) Information about the future payment transaction was provided or made available to the Account Holder in the constituted Agreement at least four weeks before execution.
- The Account Holder may request a chargeback according to the provision mentioned above in 4. in this Addendum within eight weeks from the date of payment transaction.
- The Company shall either chargeback the entire payment transaction amount or provide justification for refusal within ten business days upon receiving the request. In the latter case, the Company shall inform the Account Holder of their right to file a complaint or utilize the extrajudicial dispute system in accordance with applicable laws.

SCHEDULE 2
FEES / PRICE LIST

TRANSACTION FEES

All payments made using your Card shall be in the Denominated Currency. If a Card is used to pay for goods and services in a different currency to the Denominated Currency, the amount payable shall be converted at the Card Scheme conversion rate. In order to allow you to compare charges for currency conversion, you can view the real-time percentage difference between the amount that will be charged on your Card for a foreign currency Transaction (consisting of the mark-up applied by the Scheme as well as any other charges) and the latest available euro foreign exchange rates issued by the European Central Bank. You can view this information on the Platform. You accept and agree that Articles 3a (5) and (6) of Regulation (EC) 924/2009 (as amended by Regulation (EU) 2019/518) do not apply and that no electronic message will be sent to you upon making a cross-border currency transaction.

Note that exchange rates can fluctuate and that they may change between the time when the Transaction is made and the time when it is settled and billed to you. You agree that any change to the exchange rate may be applied immediately and without notice to you.

FOREIGN TRANSACTION FEES (1)

Current fees: https://www.getpliant.com/en/exchange-rates/

(1) Note: some merchants, in some countries, may charge an additional fee for payment by card. These fees, which are set by the merchant, will be notified to you at the time of purchase.

ATM WITHDRAWAL FEES (2)

2% of the withdrawal amount

(2) In some countries, Independent ATM Deployers (IADs) may charge an additional fee for card withdrawals. These fees, which are set by the IAD, will be disclosed to you at the time of withdrawal.

FOREIGN EXCHANGE MARKUP

Up to a maximum of 2% of the transaction amount

3D SECURE FEES

3DS transactions	
Additional fee on 3DS transactions	free

WEB SERVICES FEES

Web service fees Activation	free
Obtain your balance	free
Obtain the details of all your transactions	free
Retrieve and print statements	free
Block or unblock your Card free	free
Declare your Card lost or stolen	free
PIN reminder	free

CHARGEBACK FEES

Refund handling fee	EUR 25
Fee applicable only if chargeback / refund request is not valid	

ADMINISTRATIVE FEES

Hourly rates charged for specific services provided to the Customer on an individual basis.

Fees for additional services

Licence fees for the use of the Pliant Platform and the costs for the provision of the Pliant Cards are going to be agreed upon by the parties separately, either in text form (e.g. email) or via the Pliant Platform.

Additional functions offered via the Pliant Platform are available depending on the plan You have purchased. These functions must be activated separately and are marked accordingly in the Pliant Platform.

Fee	Amount
Service physical plastic replacement card	EUR 10
Service physical metal replacement card	EUR 100

Protection against credit card misuse

If one of the Account Users or Card Users misuses a credit card, please contact Us by telephone or email (current contact information can be found on our homepage www.getpliant.com) to inform Us immediately. It is Your obligation to first try to obtain possible compensation from the Account User or Card User or from an insurance company.

Additional services for physical Pliant Cards

In addition to the options offered for blocking stolen and lost Pliant Cards via the Pliant Platform (web and mobile apps), We offer an emergency service for blocking and issuing an emergency credit card and cash withdrawal with the help of Visa. Further descriptions of the services and the contact hotlines can be found under the following link:

Fee	Amount
Emergency blocking	EUR 10 per request
Emergency replacement card	EUR 200 for successful replacement
Emergency cash withdrawal	EUR 200 upon successful withdrawal
Emergency replacement card or cash withdrawal	EUR 50 in case of unsuccessful implementation*

* We reserve the right to refuse the service in the event of suspected misuse.

Additional services for physical Visa Business Infinite Pliant Cards

Every Visa Business Infinite Pliant card includes a comprehensive insurance package for the respective card user. The exact insurance conditions and coverage amounts can be found in the current insurance conditions. Visa Business Platinum Pliant Cards can be insured on request. You can request a claim by email to pliantclaims@crawco.de. Please have the card number ready.

For medical claims as an in-patient, please contact the company Northcott Global Solutions Ltd. by email at ops@northcottglobalsolutions.com and in advance on +44 207 183 8910.

In addition, the Card User with a Visa Business Infinite Pliant Card receives unlimited airport lounge access in more than 1,000 lounges worldwide. Simply activate the Pliant Card for lounge access at

Our partner LoungeKey and show the card at the next lounge visit and mention "LoungeKey". Guests can be added at any time for EUR 28. Billing takes place directly via Your Pliant Card.

SCHEDULE 3
CASHBACK TERMS AND CONDITIONS

In accordance with section 6., we may offer cashback payments to eligible customers. The corresponding cashback rates depend on the underlying transaction and the frequency of the compensation payments. The cashback rates currently applicable to you, any exceptions as well as the payout conditions can be found in the Pliant Admin App at https://app.getpliant.com/admin/rewards/cashback.

Cashback is not offered for

- cash-like, governmental and charitable transactions,
- private expenses (i.e. expenses deemed personal or outside the scope of your Company's policies),
- purchases from merchants pertaining to the same group as the Customers, which are regulated by dedicated merchant agreements.

Any additional cashbacks and promotions will be indicated separately.

Cashback is earliest available for payment ninety (90) days after the end of the month in which the corresponding transaction took place, and the latest twelve (12) months after the transaction took place. There must not be an overdue receivable from your Company at the time of payment. If there is a refund of a transaction after a cashback has been paid out, this will be offset against the current cashback balance or collected from the billing account. Payout of cashback may take place once in every month at a date defined by Pliant.

If the Company terminates this Agreement, it shall have thirty (30) days from the effective date of termination to withdraw any accrued cashback. However, if Pliant terminates this Agreement for any reason specified under Clause 9.3, the Company shall not be entitled to any cashback payment.

Cashback is granted as an intermediation of tax-exempt turnover according to Art. 41-42 of the Finnish Value Added Tax Act. By agreeing to these Terms, you and your Company explicitly waive possible optimisation options.

In addition to the payment of cashback, we may also offer the option of converting them into vouchers, for example. Such an alternative service replaces the outstanding cashback amount.

In addition to the cashback mentioned above, we may offer partner cashback. These are paid out in addition. These are subject to further additional conditions, e.g. an overnight stay in a hotel must first be confirmed before the amount is available for payment. Corresponding additional cashbacks are shown in the Pliant Admin App.

SCHEDULE 4
CARD SPECIFIC / MERCHANT-WHITELISTING ADDENDUM

This schedule ("**Schedule**") applies in addition to the Pliant Payment Services Terms and Conditions ("**Terms**") to the extent you use specific types of Cards and/or whitelisting. Both the Schedule and the Terms are herein referred to as this Agreement.

1. Liability with respect to SCA exempted cards and whitelisting

For the purposes of this Schedule, "SCA Exempted Cards" means Cards issued for use exclusively within a secure corporate payment process as permitted under Art. 17 of Commission Delegated Regulation (EU) 2018/389, including but not limited to lodge cards, centrally billed travel cards, insurance cards, virtual cards generated within a controlled system, or other corporate payment instruments designated by Pliant as eligible for an SCA exemption. For the purposes of this Schedule, "Whitelisted Merchant" as permitted under Art. 13 of Commission Delegated Regulation REGULATION (EU) 2018/389 means Merchants that have been designated as trusted beneficiaries by You as an independent SCA exemption, pursuant to Art. 13 Commission Delegated Regulation (EU) 2018/389.

If, pursuant to Art. 17 of the Commission Delegated Regulation (EU) 2018/389, you seek to introduce an exception to the strong customer authentication (SCA) requirements by utilizing SCA exempted cards, the following amendments are hereby introduced to the PLIANT PAYMENT SERVICES GENERAL TERMS AND CONDITIONS for transactions processed using SCA Exempted Cards; this applies accordingly for transactions in favor of Whitelisted Merchants:

1.1 Transactions carried out with SCA Exempted Cards pursuant to Art. 17 Commission Delegated Regulation (EU) 2018/389 are, by design, not subject to SCA requirements.

Separately, You may - where supported by Pliant - designate certain Merchants as trusted beneficiaries pursuant to Art. 13 Commission Delegated Regulation (EU) 2018/389. Such whitelisting constitutes an independent SCA exemption applicable only to transactions that do not already fall under Art. 17 Commission Delegated Regulation (EU) 2018/389.

1.2 For transactions falling under the outlined SCA exception, the following liability terms shall apply:

You shall be fully liable for any use of SCA exempted cards. Unauthorised transactions made using SCA exempted cards are excluded for the chargeback process. You shall bear sole responsibility for any losses or liabilities arising from such transactions.

For the avoidance of doubt, the standard liability provisions outlined in the PLIANT PAYMENT GENERAL TERMS AND CONDITIONS shall remain unaffected for all other use cases involving Pliant Cards unless the parties have agreed a different liability.

1.3 You represent and warrant that SCA Exempted Cards will be used exclusively within a secure corporate payment process that ensures:

(a) access is restricted to authorised employees or authorised third-party service providers;
(b) strong access controls (including multi-factor authentication) are in place for the systems initiating the transactions;

(c) audit logs identifying the user, timestamp, and action are maintained; and
(d) card credentials cannot be accessed or used outside the secure corporate environment.
You acknowledge that failure to maintain such controls shall constitute a material breach of this Agreement.

1.4 For transaction falling under the outlined Whitelisted Merchants, the following liability terms shall apply:

You shall be fully liable for any transactions in favor of Whitelisted Merchants. Unauthorised transactions made in favor of Whitelisted Merchants are excluded from the chargeback process. You shall bear sole responsibility for any losses or liabilities arising from such transactions.

For the avoidance of doubt, the standard liability provisions outlined in the PLIANT PAYMENT GENERAL TERMS AND CONDITIONS shall remain unaffected for all other use cases involving Pliant Cards unless the parties have agreed a different liability.

1.5 Pliant may suspend or revoke the use of an SCA exemption for individual transactions, Merchants, or Cards at any time where required for fraud-prevention, scheme rules, or regulatory compliance. You acknowledge that such revocation may require transactions to be authenticated using SCA.

2. Liability with respect to B2B Travel Cards and Whitelisted Merchants

If you use B2B Travel cards, the following amendments are hereby introduced to the PLIANT PAYMENT SERVICES GENERAL TERMS AND CONDITIONS for transactions processed using B2B Travel Cards:

2.1 You shall be liable for any unauthorized use of the B2B Travel Cards, i.e. unauthorized transactions made using the B2B Travel Cards are excluded from the chargeback process, and you shall bear sole responsibility for any resulting losses or liabilities. This includes, without limitation, a failure to observe the guidance provided under section (3) below.

For the avoidance of doubt, the standard liability provisions outlined in the PLIANT PAYMENT GENERAL TERMS AND CONDITIONS shall remain unaffected for all other use cases involving Pliant Cards unless the parties have agreed a different liability.

2.2 Should you grant a third party, such as a travel agency (hereinafter referred to as "**Service Provider**"), access to your Pliant customer accounts to manage those accounts and the issued credit cards on your behalf, the following applies:

2.2.1 You shall ensure compliance with applicable data protection law for this access by the Service Provider on your behalf. you shall also assume full responsibility for ensuring that the Service Provider implements appropriate security measures to protect customer data in alignment with applicable legal and regulatory standards.

2.2.2 You are aware that the Pliant Platform contains PCI-data, i.e. credit card data which is subject to the Payment Card Industry Data Security Standards ("**PCI-DSS**"), and any Service Provider with access to such data should be compliant with PCI-DSS. You shall be responsible for your Service Provider's breach of this Agreement and the Pliant Platform GTC.

2.2.3 You shall indemnify and hold Pliant harmless from all third party claims (including those of your employees, the card issuer or the card schemes), losses, damages, fees, costs and expenses (collectively, the "**Claims**"), including reasonable attorneys' fees and expenses incurred in connection with such Claims, arising out of the Service Provider's access or by the Service Provider acting on your behalf. Pliant disclaims all responsibility for unauthorized transactions made via B2B Travel Cards resulting from access granted to the Service Provider.

2.2.4 Where a Service Provider's employee initiates a transaction on your behalf using a B2B Travel Card or other SCA Exempted Card, you acknowledge and agree that:

(a) such use constitutes authorised use by you;
(b) you assume full liability for all resulting transactions, including unauthorized or fraudulent activity by the Service Provider or its employees; and
(c) such transactions are not eligible for chargeback based on unauthorised use.

2.2.5 At Pliant's reasonable request, you shall provide evidence that the Service Provider complies with the obligations described in this Schedule, including but not limited to data protection, PCI-DSS, and secure-process requirements. Pliant may suspend Card usage where such compliance cannot be demonstrated.

2.3. This applies accordingly for transactions in favor of Whitelisted Merchants or the designation of a Merchant to Your whitelist.

2.4. The indemnities, liabilities, and obligations set out in this Schedule shall survive termination of the Agreement to the extent they relate to transactions or access occurring prior to termination.

3. B2B Travel Cards - Setup Guidelines

Travel purchasing cards require additional security controls due to higher fraud exposure. Cards with broad category access, high transaction limits, and long validity periods carry increased risk in case of misuse or fraud. Pliant's card controls allow customers to balance strong security with operational flexibility. To ensure a secure and compliant setup, we the following configurations shall be observed:

3.1 Merchant Categories & Merchant Controls

By default, travel purchasing cards are configured to allow travel and accommodation merchant categories. Removing this configuration increases the exposure if the card is used fraudulently. For additional security, Pliant allows granular merchant-level controls, including but not limited to restricting a card to a specific merchant name or merchant ID. This helps ensure the card can only be used with the intended merchant, reducing the risk of financial loss if the card is used fraudulently.

3.2 Transaction Limits

You shall set the transaction limit based on the expected amount per booking. The transaction limit applies per transaction and is independent of the overall card limit. You

shall avoid unnecessarily high transaction limits, as they increase fraud risk. For one-off or exceptional payments, limits can be temporarily increased and reduced again afterward.

3.3 Validity Periods

You shall use short validity periods wherever possible, ideally aligned with the booking or travel window. Avoid long-running cards unless operationally required. Refunds can still be processed even after the card's validity period has expired, ensuring flexibility without compromising security.

3.4 Transaction Count Limits

You should set a transaction count limit to restrict the number of transactions that can be performed with a card within a defined period (e.g. per day, week, month, or total). Limiting the number of transactions reduces the risk of misuse or fraud, particularly for virtual and travel cards.

Where appropriate, limits should be aligned with the expected usage (e.g. number of bookings) and can be adjusted as needed. Once the defined transaction count limit is reached, the card will be blocked for further transactions until the limit is increased or reset.

3.5 Ongoing Card Management

You shall regularly review active cards, limits, and controls. Cards that are no longer needed have to be terminated or closed. Card controls shall be combined to allow only specific categories and merchants, short validity periods, and appropriate limits, in order to provide the highest level of protection.

SCHEDULE 5
CLICK TO PAY (CTP) FEATURE

For the **MasterCard Click to Pay** feature the terms and conditions on the MasterCard website will apply. They are accessible via the following link: https://www.mastercard.com/global/click-to-pay/country-listing/terms.html

For the **VISA Click to Pay** feature the following terms and conditions apply:

1.1 While CTP facilitates the transaction between you (for the purposes of this Schedule the "**CTP Account Holder**") and Merchants, Visa is not a party to the transaction, and the payment to or from a Merchant in connection with CTP Account Holder's use of CTP, including the purchase or return of goods or services, is solely between CTP Account Holder and the Merchant;

1.2 Where an Issuer participates in the CTP Service and has activated a card user (for purposes of this Annex defined as a "Cardholder") CTP account, such Cardholder shall not be eligible for Visa-offered CTP. Cardholder's attempt to register with Visa-offered CTP and acceptance of the Terms of Use of Visa-offered CTP (whether through the Visa destination site or at a Merchant checkout) shall not constitute an Agreement between Cardholder and Visa. Notwithstanding the foregoing, Visa may share any information that such Cardholder provides while attempting to register for Visa-offered CTP with Issuer to ensure Cardholder receives appropriate and streamlined services;

1.3 Visa, Merchants and other third parties may use and share CTP Account Holder Data and/or information about a transaction, including (without limitation) to complete the transaction, to determine whether the CTP Account Holder is eligible for card benefits or features (such as reward points or instalment options), or other purposes based on Cardholders consent or permissions;

1.4 CTP is only available to individuals who are the Cardholder or authorized user of one or more Visa credit, debit and reloadable prepaid cards and other cards or payment methods that Visa has decided are eligible to be used with the CTP;

1.5 Certain authentication capabilities may be made available to CTP Account Holders on their personal devices such as fingerprints, face authentication and/or CTP Account Holder's device passcode ("Passkeys") in connection with CTP. You hereby take note that:

- the use of Passkeys is governed by the agreement between CTP Account Holder and their device manufacturer;
- CTP Account Holder's fingerprints, face authentication data and/or device passcode do not leave their device; and
- CTP Account Holder may choose whether to authorise Visa use Passkeys with any payment transaction, and they may disable their use of Passkeys in connection with CTP by unlinking their Card from the Click to Pay Account or by removing their device at https://secure.checkout.visa.com or at an Issuer destination site as applicable.
-

1.6 CTP Account Holders will comply with all applicable laws, rules and regulations and other legal requirements that relate to their use of CTP. In particular, you hereby agree:

- to use CTP only as permitted by law;
- not to disrupt or interfere with the security or operation of, or otherwise abuse, CTP or any part of CTP;
- not to attempt to obtain unauthorized access to CTP or portions of CTP that are restricted from general access;
- not to use CTP in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third-party rights;
- not to reproduce CTP in any form, or store or incorporate CTP into any information retrieval system, electronic, mechanical or otherwise;
- not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer CTP or any portion thereof; and
- not to use any device, software or routine to interfere or attempt to interfere with the proper working of CTP and/or take any action that imposes an unreasonable or disproportionately large burden on the CTP system, as determined by Visa in its sole discretion;

1.7 A CTP Account Holder's continued use of CTP after any changes, modifications or improvements have been made to any or all aspects of CTP will be construed to be their acceptance of such changes, modifications or improvements, and the applicability of Required Cardholder Terms to CTP to such changes, modifications or improvements;

1.8 If a CTP Account Holder does not agree to these terms or any updates hereto, CTP Account Holder must not use CTP. CTP Account Holders may terminate or opt-out of CTP at any time;

1.9 In no event and under no cause of action, including negligence, shall Visa and its affiliates, and each of their respective officers, directors, customers, members, employees or authorized agents (collectively, the "**Visa Parties**") be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), however caused and under any theory of liability, arising from or in connection with CTP, even if a Visa party is advised of the possibility of such damages, claims or losses;

1.10 Notwithstanding anything to the contrary contained herein, the Visa Parties' cumulative liability to any CTP Account Holder arising from any cause of action will at all times be limited to the lesser of (a) CTP Account Holder's actual loss or (b) US$100 (or equivalent in local currency); and

1.11 Where a jurisdiction does not allow the disclaimer, exclusion or limitation of certain warranties, liabilities and damages, such that the above exclusions and limitations do not apply to CTP Account Holders, then Visa's liability to each CTP Account Holder will be limited to the fullest extent permitted by applicable law. Nothing in these terms excludes Visa's liability to each CTP Account Holder for (a) death or personal injury caused by its negligence, (b) fraud or fraudulent misrepresentation, or (c) any matter which it would be illegal for Visa to exclude or limit or attempt to exclude or limit liability.