ANNEX TO THE MERCHANT SERVICES CONTRACT

SPECIAL CONDITIONS FOR WERO PAYMENT METHOD (“SPECIAL CONDITIONS”)

V. 2026 10

1. Introduction

Wero Payment Method is an account-to-account payment solution offering instant payment and payment initiation services. It is developed and launched by the European Payment Initiative Company SE (“EPI” or “the Scheme”).

Wero Payment Method enables Account Holders to make online and in-store payments directly from their bank account or through the Wero application.
The Merchant enters into the Merchant Services Contract with Worldline FS for the provision of, among others, Wero Payment Method, through Worldline Financial Services (Europe) SA, headquartered at Atrium Business Park, 33 rue du Puits Romain, 8070 Bertrange, Luxembourg, which provides the Wero Acceptor Payment Services under its EPI member license.
Worldline FS reserves the right to transfer the provision of the Wero Payment Method to another licensed Member of the Worldline Group at its discretion. Such transfer shall not adversely affect the continuity of the Wero Payment Method.

By reason of its subscription to the Wero Payment Method, the Merchant agrees that in addition to the terms of the Merchant Services Contract, these Special Conditions shall govern the use of the Wero Payment Method and shall form an integral part of the Merchant Services Contract. In case of contradiction, these Special Conditions shall prevail.

2. Definitions

For the purposes of these Special Conditions, the following terms shall have the meanings set out below. All other capitalized terms shall have the meaning given to them in the Merchant Services Contract and/or the applicable Merchant Services Processing Terms.
"Wero Data" means any Personal Data, including Transaction data and data related to the payment instrument, that is Processed in connection with a Transaction initiated using the Wero Payment Method.

"EPI Privacy Notice(s)" means the privacy notices provided by the Scheme describing its processing activities, available at the URLs specified in clause 11.3 of these Special Conditions.

3. Confidentiality

“Confidential Information” means all information received by a Party or any of its Affiliates (the “Recipient”) from the other party or any of its Affiliates (the "Discloser"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including but not limited to, the Merchant Services Contract and any negotiations, discussions or agreements entered into pursuant to it, leads and methods of obtaining new business, business/sales/marketing plans, customer/supplier information, user manuals and guides, pricing (in particular the pricing set forth in the Merchant Services Contract, sales figures, margins, research, projects, analysis, source code, trade secrets and any other proprietary or confidential technical, strategies, process, know-how, financial or commercial information. “Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control" (as used in the preceding sentence) means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Confidential Information does not include information that: (i) is at the time of disclosure, or later becomes, part of the public domain through no fault of the Recipient; (ii) is received by the Recipient from a third party who has no obligation of confidentiality towards the Discloser; or (iii) is already known to the Recipient or is developed independently by the Recipient. If, regarding information under (ii), the Recipient becomes aware at any time that the source was not entitled to disclose the information, then such information shall be deemed Confidential Information from that time forward.

The Recipient shall not use or disclose any Confidential Information of the Discloser except as necessary for the performance of its obligations hereunder or with the Discloser’s prior written consent. The Recipient shall not disclose or otherwise make available any Confidential Information of the Discloser to anyone except those of its employees, agents and attorneys, who need to know the Confidential Information for the performance of its obligations under this agreement and who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Framework Contract.

Each Party shall safeguard all Confidential Information of the other Party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own Confidential Information of like kind. The Recipient’s confidentiality obligations shall remain in effect (a) in the case of Confidential Information which constitutes a trade secret within the meaning of the applicable law, for as long as such Confidential Information remains a trade secret, or (b) for five (5) years from the date it first received such Confidential Information hereunder.

If Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent

legally permitted) and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the disclosure. The Recipient shall make reasonable efforts to limit any such disclosure, to the extent required, and to obtain confidentiality protection to the extent reasonably practicable.

As between the Parties, the Discloser shall be the sole and exclusive owner of all its Confidential Information and no license or other rights to the Confidential Information are granted or implied hereby.

Except in case of archival/back-up files or as required by law, upon written request from the Discloser, the Recipient must immediately cease using Confidential Information and return or destroy all copies within thirty (30) days.

4. Audit rights

To ensure compliance with the Scheme Rules, the Scheme may audit Worldline FS or the Merchant, either directly or via a third party, at their respective premises.

4.1 Costs:

- If the Scheme performs the audit at Worldline FS' premises, the Merchant pays the audit costs if the audit follows reasonable suspicion of a Scheme Rule violation by the Merchant, provided the Merchant fails to cooperate or submit an approved remediation plan within the established timeframes (30) calendar days to respond, 15 calendar days for plan approval). If the audit proves the Merchant is compliant, the Scheme shall reimburse for reasonable, documented costs.
- For all other cases the Scheme shall pay the costs. However, if the audit confirms the Merchant's non-compliance, the Merchant must reimburse for reasonable, documented costs invoiced to Worldline FS by the Scheme.

4.2 Cooperation

The Merchant must fully cooperate with all audits or investigations performed by the Scheme either at Worldline FS' or the Merchant's premises. This includes providing access to premises, logs, records, and reports relevant to the audit scope.

4.3 Auditing of Merchants by the Scheme

The Scheme may perform an audit at the Merchant's premises to ensure compliance with the Scheme Rules. The costs of the audit shall be borne in accordance with clause 4.1.

4.4. Confidentiality

Audit results remain confidential and will not be disclosed.

5. Intellectual Property rights

5.1 The Scheme retains full ownership of its intellectual property rights, including all products, services, specifications, and marks. No intellectual property rights are assigned to Worldline FS or third parties unless explicitly stated in the Scheme Rules.

5.2 Sub-licensing rights

Worldline FS grants to the Merchant a non-exclusive, revocable, non-transferable, and limited to the country or countries where the Merchant operates, sub-license for the use of the Scheme trademarks, under the following additional restrictions:

- To be used solely to indicate that the Merchant accepts the Wero Payment Method.
- No additional rights or titles are granted to the Merchant.
- The Scheme's trademarks (including the name 'Wero' and the logos) shall never be degraded, altered, or devalued.
- In no case the Merchant shall contest the Scheme's ownership.
- The Merchant must immediately cease all use of the Scheme's trademarks upon Worldline FS' written request.

5.3 Display of the Scheme trademark

The Merchant must clearly display the Scheme trademarks. To ensure consistency, the Scheme trademark must be treated with the same visibility as other accepted Payment Methods, including parity in size, color, and placement.

Worldline FS will provide the Merchant with all necessary materials to ensure the correct display of trademarks, whether in physical environments or digital interfaces. The Merchant is responsible for implementing these materials according to Worldline FS' instructions.

6. Indemnification

The Merchant shall indemnify and hold Worldline FS harmless from any claim (including reasonable legal fees) brought against Worldline FS by the Scheme as a result of the Merchant's breach of the terms of the Merchant Services Contract (including this Specific Terms), applicable laws and/or the Scheme Rules applying to the Wero Payment Methods.

Furthermore, Worldline FS reserves the right at any time to require immediate payment of sums (or set off sums) in case of any Fine due by the Merchant in case of a non-compliance by the Merchant with the Merchant Services Contract and these Special Conditions.

7. Force Majeure

Neither party is liable for failure or delay in performing its obligations under the Merchant Services Contract (including these Special Conditions) due to circumstances beyond its

reasonable control ("Force Majeure"). This includes, but is not limited to, acts of God, criminal action – such as, for example, terrorist acts-, fire, flood and unavailability of energy supplies caused by events, such as, for example, floods, fires, earthquakes, terrorism etc.

The Parties must promptly meet to assess the impact of the Force Majeure event and determine alternative solutions. Once the event concludes, the affected Party must immediately reinstate the performance of all its obligations.

8. Termination

Worldline FS may update its supported Payment Methods or currencies at any time. If Worldline FS decides —or is instructed by the Acquirer or Scheme— to discontinue support for Wero Payment Method, it will Notify the Merchant immediately, without liability for compensation. In such a case, the Merchant shall immediately:

1. contact the Scheme to secure a new service provider for the Wero Payment Method.
2. **f**inalize all pending Transactions and manage any disputes.
3. ensure the balance is positive before the Wero Payment Method is discontinued as Notified by Worldline FS.
4. cease using all Scheme trademarks related to the Wero Payment Method, except when necessary to resolve pending Transactions and disputes.

9. Security, anti-money laundering and fraud

9.1 Merchants must implement security measures that align with Industry Best Practices and the technical requirements provided by Worldline FS.

9.2 Where a Merchant outsources any part of its obligations under the Merchant Services Contract and these Special Conditions, the Merchant must ensure that its service providers comply with all applicable security standards and regulatory outsourcing guidelines.

9.3 The Merchant is directly responsible for full compliance with all applicable European and domestic Anti-Money Laundering and Counter-Terrorist Financing (AML/CFT), anti-bribery and fraud, laws and regulations.

9.4 In addition to implementing fraud prevention tools, the Merchant must comply with the following requirements:

1. Fraud Reporting

- The Merchant must report any suspected or confirmed fraudulent Transactions to Worldline FS immediately upon discovery.
- Reports must be submitted via Worldline FS' designated channels and shall include all necessary Transaction details to facilitate further investigation. Worldline FS may

require the Merchant to upgrade its fraud controls if reporting indicates a need for improvement.

- Failure to maintain adequate security or reporting standards may result in the suspension of the provision of the Wero Payment Method.

2. Monitoring and system integrity

- The Merchant acknowledges that Worldline FS will use Transaction and fraud data to improve its monitoring systems and detect emerging threats.

10. Incident management

Should the Merchant suspect or identify a technical incident involving the Service or the Wero Payment Method, the Merchant must notify Worldline FS within one (1) hour. This report must be comprehensive, providing all information necessary for Worldline FS to assess the situation and take corrective action.

11. Data Protection Special Conditions

11.1 Data Protection roles

The Merchant acknowledges and agrees that when it activates the Wero Payment Method, the following roles relating to the Processing of Wero Data shall apply:

11.1.1. The Merchant acts as an independent Data Controller for the Wero Data it collects from the Data Subject and processes in connection with the Wero Payment Method.

11.1.2. Worldline FS acts as an independent Data Controller when providing its Acquiring and/or Collecting Services to the Merchant, as further defined in the applicable Merchant Processing Terms and Worldline Merchant Services Privacy Notice.

11.1.3. EPI acts as an independent Data Controller for its own purposes as the Scheme for the Wero Payment Method.

11.2 Use of Wero Data

11.2.1. Worldline FS' Processing

The Merchant acknowledges that Worldline FS will process Wero Data as described in the applicable Merchant Services Processing Terms, Service Conditions and the Worldline Merchant Services Privacy Notice.

11.2.2. Merchant's Obligations Regarding Use of Wero Data

In accordance with the Wero Payment Method Scheme Rules, the Merchant represents and warrants that it shall process Wero Data solely for the following specified purposes:

- Performance of the Transaction: To process the Transaction initiated by the Data Subject.
- Compliance with regulatory obligations: including, without limitation, Transaction monitoring, Transaction screening (including but not limited to sanctions screening and anti-money laundering checks), and reporting to competent supervisory, regulatory, or law enforcement authorities, as required under applicable European Union and national laws and regulations;

- Fraud prevention: including, without limitation, fraud detection, fraud scoring, and the implementation of security measures designed to protect payment service users and to ensure the integrity and security of Wero Payment Method Transactions, in accordance with applicable laws and regulations; and
- Internal reporting and statistics: including, without limitation, the compilation of aggregated and, where appropriate, anonymized or pseudonymized data for the purposes of internal risk management, performance monitoring, business intelligence, and statistical reporting.

The Merchant expressly warrants that it will not use Wero Data for any other purpose, including, without limitation, marketing, advertising, or credit scoring. Any breach of this clause shall be considered a material breach of the Merchant Services Contract and these Special Conditions.

11.3 Transparency obligations

The Merchant is responsible for ensuring that Data Subjects are informed about the Processing of their Personal Data regarding the Wero Payment Method. To this end, the Merchant shall make the EPI Privacy Notice(s) available to Data Subjects at or before the point of payment initiation. The relevant notices are available at:
Scheme Privacy Notice: https://wero-wallet.eu/storage/files/Privacy-policy-Wero-Website-EN-vAM20260528-clean.pdf

Wero Payment Method App Privacy Notice https://static.weropay.eu/legal/v2/wero-pp-en.pdf

11.4 Disclosure to authorities. Wero Data sharing

11.4.1. The Merchant acknowledges that Worldline FS and/or the Scheme may be independently required to disclose Wero Data to public authorities, government agencies, or judicial authorities when required by law or legal process, or when such disclosure is necessary to prevent harm or financial loss, in connection with investigations of suspected or actual fraudulent or illegal activity, or for the establishment, exercise, or defense of legal claims.
11.4.2. The Merchant acknowledges that Worldline FS may share Personal Data, including Wero Data, directly with EPI in response to regulatory inquiries or as required to comply with the Scheme Rules, in accordance with applicable Data Protection Laws.
11.4.3. Should the Merchant be required by the Scheme to share Personal Data directly, the Merchant warrants that it will cooperate fully with such requests.

11.5 Merchant's responsibility and liability

The Merchant is solely responsible for its own compliance with Data Protection Laws in its capacity as a Data Controller. The Merchant shall indemnify, defend, and hold harmless Worldline FS from and against any and all claims, regulatory fines, liabilities, losses, and damages (including reasonable legal fees) arising directly or indirectly from

the Merchant's breach of its obligations under these Special Conditions or the Scheme Rules, including any unauthorized use of Wero Data.

11.6 Worldline FS' responsibility regarding the Wero Payment Method

For the avoidance of doubt, Worldline FS makes no representations or warranties regarding the Scheme's own Processing activities or its compliance with Data Protection Laws. Worldline FS shall not be liable for any claims, fines, or losses arising from any act, omission, or data breach by the Scheme in its capacity as an independent Data Controller.

12. Prohibited and illegal Merchant Products & Services

To maintain access to the Wero Payment Method, the Merchant agrees to the following standards:

- The Merchant must ensure that all Merchant Products & Services sold are lawful in both the country where the Merchant is registered and the country from where they are shipped or provided.
- The use of the Wero Payment Method for the sale of or, in association with illegal content, is strictly prohibited. This includes, but is not limited to:
    - Child sexual abuse material.
    - Non-consensual sexual acts.
    - Bestiality or non-consensual mutilation.
- Regulated and controlled goods:
    - The sale of prescription drugs, recreational drugs, or any other prohibited substances is strictly forbidden unless the Merchant has obtained all necessary local legal authorizations.
    - The Merchant is required to implement and enforce robust age-verification processes to ensure that age-restricted goods are sold only to customers who meet the legal age requirements.

Failure to comply with these requirements constitutes a material breach of the Merchant Services Contract and these Special Conditions and will result in the immediate suspension or termination of your access to the Wero Payment Method.

13. Specific Merchant's obligations

13.1 To use the Wero Payment Method, the Merchant agrees to the following contractual requirements:

- The Merchant must always comply with all applicable European and local laws and regulations.
- The Merchant shall comply with the following obligations as imposed by the Scheme, specifically regarding:
    - Correct display and use of the Scheme trademarks.

- Maintaining security standards, including those for any third-party providers to whom the Merchant outsources payment activities.

13.2 The Merchant acknowledges that Worldline FS may terminate the Merchant's access to the Wero Payment Method immediately if instructed to do so by the Scheme.

13.3 If the Merchant's business is established outside the European Union, the Merchant must adhere to European standards and regulations - including Payment Services Directive 2/Strong Customer Authentication (SCA), the General Data Protection Regulation, the Interchange Fee Regulation, and consumer protection regulations - regardless of whether these laws otherwise apply to the Merchant's jurisdiction. Failure to meet these standards and regulations will result in the immediate termination of Wero Payment Method.

13.4 The Merchant acknowledges that Worldline FS will disclose all charges related to the Wero Payment Method unless the Merchant instructs Worldline FS otherwise in writing.

14. Changes

For the purposes of these Special Conditions, "the Scheme Rules" mean the rules, standards, policies, procedures and instructions issued by EPI governing Wero Payment Method, as amended or replaced from time to time.

Where a change to the Scheme Rules requires an amendment to these Special Conditions, Worldline FS may amend these Special Conditions, in whole or in part, including the financial terms, to the extent Worldline FS considers necessary to implement or reflect that change. Worldline FS shall notify the Merchant of any such amendment at least two (2) months before its effective date, unless EPI requires the amendment to take effect sooner, in which case Worldline FS may give shorter notice.

The Merchant may reject an amendment by written notice to Worldline FS before its effective date. If the Merchant does so, these Special Conditions shall terminate on the effective date of the amendment, without any termination cost. If the Merchant does not reject the amendment before that date, it shall be deemed to have accepted the amendment and, to the extent permitted by applicable law, waived any right to terminate these Special Conditions solely as a result of that amendment.

15. Operational requirements and pricing models for the use of the Wero Payment Method

To ensure continued access to the Wero Payment Method, the Merchant must adhere to the following:

1. Performance and integrity thresholds

- The Merchant must maintain Chargeback and fraud rates within the limits established by the Scheme. If the Merchant exceeds these thresholds, Worldline FS may:
    - Apply any fees and administrative costs resulting from the breach.
    - Pass through any Fines or fees levied by the Scheme against Worldline FS.
    - Defer Settlement of Wero Payment Method related Transactions for the duration of the maximum Chargeback or dispute period.
    - Suspend or terminate the provision of the Wero Payment Method with immediate effect.

2. Transaction Processing

- Authorization: The Merchant acknowledges that an authorization is confirmed only once Worldline FS verifies receipt of funds from the Issuer.
- Refunds: Worldline FS will execute Refunds via instant payment. All Refund requests must mirror the original transaction details (e.g., bank account number, currency).

3. Dispute Management

- The Merchant must resolve disputes according to the Merchant Services Contract and these Special Conditions.
- In the event of a pre-dispute initiated by an Account Holder, the Merchant must accept or reject (with supporting documentation) within the specified timeframe. Failure to respond constitutes implied rejection. If accepted, the Merchant must issue a Refund within five (5) calendar days. If rejected or unanswered within seven (7) calendar days, the Account Holder may escalate to a formal Chargeback.
- The Merchant must utilize the dedicated Wero Payment Method portal made available by the Scheme for all disputes case-related communications. For that purpose, the Merchant must provide the contact details of its dispute support team (i.e. name, email and phone number). These contact details will be used to process any pre-dispute request through the Wero Payment Method portal.

4. Worldline FS offers three transaction models for Wero Payment Method, each with specific pricing:

- Basic: Direct Sale (Single immediate payments) and refunds.
- Standard: Deferred capture, subscriptions, usage-dependent (EV charging), instalments, no-shows, and deposits.
- Advanced: One-Click (Account Holder present) and Merchant Initiated Transactions (Account Holder not-present) for future payments.

Transactions between Merchants and Account Holders located in the same country are considered as domestic Transactions. Domestic Basic Transactions are subject to a maximum fee for entities registered in Belgium and the Netherlands.