TransferMate Supplemental Terms

These TransferMate Supplemental Terms (the "**TransferMate Supplemental Terms**") supplement the onPhase Terms and Conditions applicable to Customer's use of the Services (the "**Terms**") and apply when Customer uses Payment Processing Services provided by TransferMate (acting through its applicable regional subsidiary) as a Third-Party Provider. These TransferMate Supplemental Terms are incorporated into and form part of the Terms. Capitalized terms not defined herein have the meanings given to them in the Terms.

If Customer uses Payment Processing Services provided by TransferMate, the Terms are supplemented and modified as follows:

1. Amendment to Section 12.5 of the Terms and Conditions. Section 12.5 of the Terms and Conditions is hereby amended by adding ", and Section 1.1(x) of Schedule 2" immediately following "12.4 and 13" in the list of surviving provisions.

2. Important Notice Regarding TransferMate (Schedule 2). The following is hereby inserted immediately following the header and preamble of Schedule 2 ("Payment Processing Terms") and immediately preceding Section 1 thereof:

   "**Important Notice Regarding TransferMate.** Certain Payment Processing Services, including cross-border payment, foreign exchange conversion, and Global Account services, may be provided directly to you by TransferMate as a separate, independently regulated entity, and not by onPhase. Your use of any such services will be governed by the country-specific terms and conditions published by TransferMate (the "**TransferMate Terms**," as further described in Section 1.1(d) below), which are incorporated into this Schedule 2 by reference. The TransferMate Terms, rather than this Schedule 2, contain most of the substantive provisions governing your relationship with TransferMate, including the safeguarding of your funds, TransferMate's complaints handling and dispute resolution procedures, your status as a business customer, and TransferMate's liability to you. Where a matter relevant to the Payment Processing Services provided by TransferMate is addressed in the TransferMate Terms, this Schedule 2 is intended to supplement, and not duplicate or override, the TransferMate Terms, and, to the extent of any conflict between this Schedule 2 and the TransferMate Terms in relation to services provided by TransferMate, the TransferMate Terms will control.

   The TransferMate Terms will apply only to the extent where TransferMate provides Payment Processing Services to you, as identified in the applicable Order as otherwise notified to you before such services are first made available."

3. Restatement of Section 1.1(d) of Schedule 2. Section 1.1(d) of Schedule 2 (Third Party Service Providers) is hereby deleted in its entirety and replaced with the following:

"d. Third Party Service Providers.

(i) *Generally.* Certain third parties, including, without limitation, Bottomline, Inc. ("**Bottomline**") and the provider trading as TransferMate, acting through its applicable regional subsidiary licensed to provide services to you ("**TransferMate**"), may provide Payment Processing Services to you (each, a "**Third-Party Provider**"), which may be provided through Third-Party Materials. Bottomline provides its services as a subcontractor of onPhase under these Terms. TransferMate provides its Payment Processing Services (including cross-border payment, foreign exchange conversion, and Global Account services) directly to you, as principal, under TransferMate's own licenses, authorizations and regulatory permissions applicable in the relevant jurisdiction. onPhase may utilize other Third-Party Providers from time-to-time to provide Payment Processing Services and may amend these Terms in accordance with Section 13.7 to reflect any requirements of other Third-Party Providers as needed from time to time. Any disputes related to any third-party terms and conditions (including the Bottomline Terms, or the TransferMate Terms, where applicable) will be resolved directly between you and the Third-Party Provider, according to the dispute resolution process(es), including any applicable statutory complaints or ombudsman procedures, found in such terms and conditions.

(ii) *Third-Party Provider Terms.* If, in connection with these Terms, you elect to use any Payment Processing Services powered by Bottomline (including its Paymode Service), you represent and warrant that you have reviewed and agree to be bound by Bottomline's Operating Rules, found at https://www.bottomline.com/us/legal/paymode-x-id-operating-rules (the "**Operating Rules**"), in addition to any other Bottomline terms and conditions regarding its services provided or made available to you (together, with the Operating Rules, the "**Bottomline Terms**"). Capitalized terms not defined in this Section 1.1(d)(ii) have the meanings provided in the Bottomline Terms. Bottomline is a third party beneficiary under these Terms and will have the right to enforce the terms of these Terms related to your usage of the Paymode Services (as defined in the Operating Rules), including, without limitation, violations of the Bottomline Terms.

Alternatively, if, in connection with these Terms, you elect to use any Payment Processing Services powered by TransferMate: (A) TransferMate will provide such Payment Processing Services directly to you, and you will be a customer of TransferMate, for the purpose of the provision of such Payment Processing Services; (B) the TransferMate entity that will contract with you will be the applicable regulated TransferMate subsidiary authorized to provide such services in your jurisdiction; and (C) you have reviewed and agree to be bound by the country-specific terms and conditions published by TransferMate applicable to you, as may be updated from time to time (the "**TransferMate Terms**"), currently found at https://www.transfermate.com/legal/terms-and-conditions. The TransferMate Terms are incorporated into this Schedule 2 by reference and, except as otherwise expressly set out in this Schedule 2, contain the substantive terms governing your relationship with TransferMate, including with respect to the safeguarding of your funds, TransferMate's complaints handling procedures, your right to refer an unresolved complaint to any applicable regulatory or alternative dispute resolution body, your status as a business customer, and TransferMate's liability to you. Capitalized terms not defined in this Section 1.1(d)(ii) have the meanings given to them in the TransferMate Terms.

(iii) *Restrictions.* You will not, and will not permit anyone to, (i) engage in any unfair, competitive, misleading, or deceptive practices with respect to any Third-Party Materials; (ii) circumvent any security measures, use limits, or other timing, use, or functionality restrictions built into any Third-Party Materials; (iii) frame or mirror any portion of, or access, any Third-Party Materials in order to build a competitive product or service, or copy any ideas, features, functions or graphics of any Third-Party Materials; or (iv) use any Third-Party Materials in a manner inconsistent with the Network Rules, the Bottomline Terms or TransferMate Terms (if applicable), and any other Third-Party Provider terms and conditions.

(iv) *Information Requests and account opening.* For onPhase to enable Payment Processing Services and other services provided by Third-Party Providers, you will provide to onPhase, in a timely and accurate manner and format, all data, documents, and other information (including, without limitation, your account, identification, location, transaction and End User information) reasonably necessary or appropriate for the Third-Party Provider to provide the Third-Party Materials (including in connection with any legally mandated enhanced customer due diligence), and you authorize onPhase to share the foregoing with such Third-Party Provider. This information will include, but not be limited to, complete, accurate and timely payment details, including the 'remit to' address, amount, and other relevant and required information in the AP Payment Module, and clear and accurate funding instruction, as applicable. To enable such Third-Party Materials, you will be required to provide true and correct copies of a completed KYC form as requested by onPhase, Third-Party Provider or its banking partner, beneficial ownership certificate, and any other additional information requested in connection with any banking partner's or Third-Party Provider's due diligence and you acknowledge such requests may be time sensitive. You must provide prompt notice to onPhase in writing, of: (a) any change in your or its beneficial ownership, together with an updated beneficial ownership certificate; (b) any change to the nature of business; (c) any Change of Control; (d) the occurrence of a Material Event, and if applicable, a plan for resolution of such Material Event; and (e) the termination date. You represent, warrant and covenant that all information provided by you in connection with this Schedule 2 is complete, accurate and up-to-date. Timely provision by you of the requested information pursuant to this Section 1.1(iv) does not automatically entitle you to receive the Payment Processing Services or to the opening of an account with the Third-Party Provider, which decisions shall be at the sole discretion of the Third-Party Provider. onPhase shall not be responsible and shall have no liability for any failure or delay by any Third-Party Provider to provide the Payment Processing Services (including to the extent such failure or delay is the result of Third-Party Provider determining in its sole discretion that the information provided by you is inadequate or unsuitable).

(v) *Suspension; Communication.* A Third-Party Provider may terminate or suspend your access to any Third-Party Materials for your violations of any third-party terms (including, without limitation, the Bottomline Terms, if applicable) in a manner consistent with such terms. Third-Party Providers may send messages to you regarding the Services at any time. These communications may include, but are not limited to, updates, notifications, support information, service announcements, and other relevant messages related to your use of Services.

(vi) *Payment Transactions; Sanctions Screening.* Third-Party Providers may utilize a banking partner in connection with Payment Processing Services. Banking partners may, in their sole discretion, accept or reject any Transaction Request (as defined below) at any time prior to disbursement of any funds to payees. You authorize us and our Third-Party Providers to conduct such screenings prior to and during your use of

the Services. In the event any Transaction Request is rejected, the respective funds will be returned to you. Prior to processing any Transaction Request, banking partner is required to screen all Transaction Requests for economic sanctions or trade embargoes imposed from time to time by: (a) the US Department of the Treasury's Office of Foreign Assets Controls, or (b) United Nations Security Council, the European Union or any European Union member state, HM Treasury of the United Kingdom or any other relevant sanctions authority to determine whether transactions may constitute suspicious activity, such as identity theft, fraud, and money laundering (collectively, "**Sanctions Screening**"). "**Transaction Request**" means an instruction submitted to the banking partner as the result of a successfully authenticated payment instruction from you submitted to such Third-Party Provider by onPhase.

(vii) *Transaction Requests.* At all times prior to disbursement, in the event of an accepted Transaction Request, or return to you, in the event of a rejected Transaction Request, your funds will be held by banking partner for your benefit, but need not be segregated from other funds held by banking partner; provided, however, that under no circumstances will banking partner be liable for interest on monies so deposited with banking partner, nor will banking partner be required to invest such monies. Banking partner need not collateralize or provide any security interest for any funds received by banking partner pursuant to these Terms. Neither these Terms, nor any transaction contemplated hereby, will create or otherwise connote any fiduciary or other implied or express obligation of banking partner to you. For the avoidance of doubt, banking partner will not assume the performance of or obligation under any contract between you and onPhase. Banking partner's only obligations to you are as expressly set forth in these Terms and banking partner is not, and will not be deemed to be, responsible for the performance of any obligations set forth in any agreement between you and any payee or between any of you, onPhase or an applicable Third-Party Provider, nor will banking partner have any obligation to intervene in any dispute between you and any payee, onPhase or such Third-Party Provider.

(viii) *Virtual Card Processing.* You and your end customers are responsible for funding all card transactions at time of payment authorization, prior to card account(s) being created for payees. If funding is not received, card accounts will not be created. For any card transactions requiring funds to be returned, such as transactions that have been canceled, expired, or are refunded, those funds will be returned to your dedicated disbursing bank account via ACH credit. Third-Party Providers may decline to authorize or reverse payments, or suspend virtual card service accounts, for any reason in their reasonable discretion including violation of the applicable third-party terms requiring such declination or reversal, reasonably suspected fraud or reasonable concerns regarding creditworthiness.

(ix) *Pre-funded Payments.* In the event that the pre-funded amount is insufficient to cover any payments to be made in any form, onPhase or the applicable Third-Party Provider will notify you promptly, and you will provide additional funds as necessary to cover all requested payments. Neither onPhase nor any Third-Party Provider will be obligated to make any payments that exceed the amount available in any pre-funded account and will not be liable for failing to make such payments.

(x) *TransferMate Global Account.* Sections 1.1(d)(vi) through (ix) (including the banking partner provisions) do not apply to funds you hold in a TransferMate Global Account. Any such funds are held and safeguarded by TransferMate in accordance with TransferMate's applicable regulatory obligations and the TransferMate Terms, and not by a banking partner as described in those Sections. Capitalized terms not defined in this

Section 1.1(x) have the meaning provided in the TransferMate Terms. This Section 1.1(x) applies to the extent you have an active Global Account with TransferMate which shall be operated by TransferMate in accordance with the TransferMate Terms. In addition, you acknowledge and agree that any use of a Global Account (in any denomination) to procure, receive or make fraudulent payments would be a breach of this Agreement and the TransferMate Terms, and that TransferMate must comply with its regulatory obligations in relation to any fraudulent receipts into a Global Account or fraudulent payments from a Global Account until such time as the fraud has been proven or disproven, but in certain jurisdictions, TransferMate may be required to return some or all of the funds from the alleged fraudulent transaction within a fixed period of days without a final determination on the fraud.

(xi) *Dispute Resolution.* Nothing in these Terms replaces or limits any complaints handling or dispute resolution procedure set out in the applicable Third-Party Provider's terms, or any statutory right you may have to refer an unresolved complaint to an applicable regulatory or alternative dispute resolution body."

4. Amendment to Section 1.6 of Schedule 2. Section 1.6 of Schedule 2 is hereby amended as follows:

(i) The heading of Section 1.6 is hereby amended from "Fees and Charges" to "Fees and Charges; International Transactions" and the existing text of Section 1.6 is redesignated as Section 1.6(a).

(ii) The following is hereby added as a new Section 1.6(b):

"b. Foreign Exchange Fees. You are responsible for and shall pay all amounts, fees, costs or margins charged directly to you by a Third-Party Provider in connection with any foreign exchange transactions processed by that Third-Party Provider as part of the Payment Processing Services. The applicable rates and fees are set forth in the applicable Order."