

Appendix - Payment Terms & Financial conditions

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1. General principles

Mangopay will issue an invoice to the Partner, on an aggregated basis at the end of each month for the Fees charged to the Partner in relation to its operations for the month. The invoices are payable in the currency in which they are issued. In case of exchange rate, the Parties agree that the applicable exchange rate is the one that appears on the invoice and the Partner undertakes to comply with this exchange rate. Mangopay's failure to charge one or more of the Fees does not constitute a waiver for Mangopay of its right to charge such Fee(s) in the future.

All Fees and other sums payable by the Partner under the Agreement are exclusive of VAT and any other applicable taxes that may apply hereto under any Law. The Partner will pay such tax upon receipt of a valid tax invoice therefore.

2. Payment terms

2.1 Payment deadlines

The Parties agree to the following payment deadlines:

(i) Fees: Fees are due immediately as soon as the Transaction is processed by Mangopay or any other event giving rise to a Fee occurs. For any Fees that have not already been paid by the Partner by any means provided in the Agreement (e.g., by set-off from the Collected Partner's commissions, set-off from the Reserve(s), etc.), the Fees shall be paid no later than 30 days following the date of the invoice to which they relate.

(ii) Chargebacks: Chargebacks are due immediately, as soon as the Chargeback is "Closed" and "Lost" in the Partner's dashboard.

(iii) Fines are due immediately upon notification to the Partner.

2.2 Payment details

2.2.1. Set-off right

As a general rule, the Partner hereby authorises Mangopay to set-off, in whole or in any part, any sums owed by the Partner against any funds held by Mangopay on behalf the Partner under the Agreement. This set-off right includes any Fees, Chargebacks or other sum due by the Partner pursuant to the Agreement, as well as any fines and in particular those mentioned in Appendix entitled "Cards and Alternative Payment Methods".

2.2.2. Immediate deduction of Fees from the Partner's funds

The Partner acknowledges that the Fees related to the use of the Card Payment Method (hereinafter the "**Card Fees**") must be paid as soon as the Transaction is executed by Mangopay. The Partner hereby agrees that Mangopay is entitled to deduct on an ongoing basis, as soon as the Transaction is executed, all sums due and payable in respect of such Card Fees from any funds held by Mangopay on behalf of the Partner, and in particular, but not limited to, from the Partner's commissions collected through Mangopay ("**the Collected Partner's commissions**") and held by Mangopay on behalf of the Partner on any dedicated account(s).

During the term of the Agreement, the Partner shall ensure that the amount of the Collected Partner's commissions is at all times sufficient to cover for the payment of the Card Fees on an ongoing basis, as soon as the Card Fees become due. If at any time the amount of the Collected Partner's commissions is not sufficient to cover for the Card Fees, the Partner undertakes to provide immediately an appropriate reserve whose amount is sufficient to cover the amount of the Card Fees due on any dedicated account(s) in which the Collected Partner's commissions are held (or any other relevant wallet indicated by Mangopay).

In case the amount of the Collected Partner's commissions is lower than the amount of the Card Fees during five (5) consecutive days, Mangopay reserves the right to deactivate the Pay-ins (block the Mangopay Payment Methods) until the balance of the Collected Partner's commissions reaches an amount allowing to deduct the Card Fees.

At Mangopay's option, other Mangopay Payment Methods may be subject to the same rules as those applicable to Card Fees and mentioned above. In such a case, Mangopay will inform the Partner with a reasonable notice.

2.2.3. Payment of Fees not immediately deducted from the Partner's funds

The Partner hereby agrees that Mangopay is entitled to deduct, as soon as the invoice is issued, all Fees due from any funds held by Mangopay on behalf of the Partner, and in particular, but not limited to, from the Partner's commissions collected through Mangopay, from the Reserve or from any other account opened on behalf of the Partner.

If the full amount of the Fees due have not been set-off by Mangopay, the Partner has to pay the remaining amount of the Fees due (the "Total to be Paid") to Mangopay.

The Total to be Paid must be paid by the Partner to Mangopay no later than 30 days from the invoice date.

The Parties agree that this payment will be made only via direct debit. The Partner hereby agrees to use only the direct debit to pay its invoices, to the exclusion of any other method of payment. The activation of the direct debit is made through an email or directly via the Partner's Hub. The Partner agrees to undertake any action necessary for the validation of the direct debit mandate with its payment services provider, where relevant and applicable. The Partner agrees not to cancel the direct debit mandate without prior notification to Mangopay and to ensure a valid direct debit mandate in favour of Mangopay is in place at all times during the term of the Agreement.

The payment of invoices by direct debit is an essential condition for Mangopay and any failure of the Partner to pay its invoices via direct debit would constitute a serious failure allowing Mangopay to terminate the Agreement, pursuant to article "Termination" of the Agreement.

In case the Fees cannot be collected by Mangopay via Direct Debit, Fees must be paid by bank wire.

2.2.4 Payment of Chargebacks and Fines

Chargebacks and fines that have not been set-off by Mangopay under the conditions described in this Appendix (e.g., set-off from the Collected Partner's commissions, set-off from the

Reserve(s) or from any other funds held on behalf of the Partner) must be paid to Mangopay by bank wire.

Notwithstanding the above, the Partner acknowledges and agrees that Mangopay reserves the right to require the Partner, at any time, to pay the Chargebacks and fines by direct debit under the same conditions as those described above in article 2.2.3 for the payment of Fees. In such a case, the Partner agrees that conditions described above in article 2.2.3 will automatically apply to the payment of Chargebacks and fines (instead of the first paragraph of this article).

2.3. Financial Guarantees

In addition to the set-off right detailed in article 2.2.1 above, the following financial guarantees are provided by the Partner to Mangopay.

(i) Reserve

Mangopay may at any time require that the Partner provides within thirty (30) days upon Mangopay's written request with a cash reserve ("**Reserve**") which aims to set off any sum due by the Partner under the Agreement such as, but not limited to, Fees, Chargebacks or fines. The amount of the Reserve will reasonably be determined by Mangopay (hereinafter the "**Reserve Amount**") to set off any sums due by the Partner under the Agreement and that cannot be set off by Mangopay against any other funds held by Mangopay on behalf of the Partner. The Reserve is transferred in a dedicated account ("**Reserve Wallet**").

Mangopay will provide the Partner with written notice, in advance, specifying the terms of the Reserve. If the Partner does not accept the application of the Reserve within 30 days from the date the written notice is provided, either Party may terminate the Agreement, in writing, with immediate effect. If the Partner does not notify Mangopay of its refusal of the Reserve terms, it will be considered an acceptance of the proposed terms and conditions. Any breach of these Reserve terms will allow Mangopay to deactivate the Pay-ins (i.e., block the Mangopay Payment Methods) and will be deemed a material breach, thereby allowing Mangopay to terminate the Agreement, according to the Termination article of the Agreement.

The Partner acknowledges and agrees that Mangopay may, at any time, set-off the funds held

on the Reserve Wallet, against any sums due by the Partner to Mangopay under the Agreement.

During the term of the Agreement, the Partner undertakes to maintain on the Reserve Wallet the Reserve Amount. In this respect, the Partner must ensure that at all times, the minimum balance of the funds in credit in the Reserve Wallet is equal to the Reserve Amount. To that end, the Partner shall credit the Reserve Wallet with the sufficient amount for reaching the Reserve Amount at any time.

In case the balance of the Reserve Wallet is lower than the Reserve Amount during five (5) consecutive days, Mangopay reserves the right to deactivate the Pay-ins (i.e., block the Mangopay Payment Methods) until the balance of the Reserve Wallet reaches the Reserve Amount.

The Parties agree that Mangopay can request the increase of the Reserve Amount at any time for any reasons Mangopay considers that is legitimate in particular, but not limited to: the increase of the amount and/or number of transactions processed under the Agreement, the Mangopay Payment Methods activated, the risk profile of the Partner's activity, the funds the Partner may owe Mangopay, the increase of the amount and/or number of Chargebacks, a change in Mangopay's providers.

The Partner acknowledges that it has no access to the funds it has credited on the Reserve Wallet. In addition, the Partner acknowledges that it is not entitled to any interest on the Reserve Amount, that it has no right to manage the Reserve Wallet, and that it cannot and will not assign or grant any security interest in the Reserve Amount or the Reserve Wallet, or allow any encumbrance upon the Reserve Amount.

The funds transferred in the Reserve Wallet will be blocked by Mangopay until a period of twelve (12) weeks after the termination of the Agreement or for a longer period up to 540 days (the "**Reserve Period**") if duly justified in the light of risk factors such as the Mangopay Payment Method activated, amount and/or number of transactions processed under the Agreement during the 6 months preceding the termination of the Agreement, the number and amount of the Chargeback during the 6 months preceding the termination of the Agreement. At the end of the Reserve Period, Mangopay will refund the funds held in the Reserve Wallet to the Partner without undue delay.

(ii) Insurance

During the term of the Agreement and not less than two years following the termination of the Agreement whatever the cause, the Partner undertakes to take out and maintain with a reputable insurance company, an insurance that covers any financial liability of the Partner toward Mangopay for any sum due by the Partner to Mangopay under the Agreement whatever the origin (such as but not limited to Fees, Chargebacks, fines, etc.).

(iii) Bank guarantee

Upon Mangopay request, the Partner undertakes to provide a bank guarantee "on first demand" (*garantie bancaire à première demande*) to the benefit of Mangopay, issued by a reputable financial institution, whose amount will reasonably be determined by Mangopay in the light of objective factors such as the volume of the transactions (hereinafter the "Guarantee").

The Guarantee shall remain valid during the whole duration of the Agreement and remain in force at least 13 months after termination of the Agreement whatever the cause.

It is reminded that Mangopay may trigger the Guarantee and receive settlement pursuant to the terms without any further conditions and/or consent of the Partner and/or the issuer of the Guarantee, the Guarantee being an autonomous commitment of the issuer of the Guarantee towards Mangopay.

The Partner acknowledges that Mangopay has the right to request a change of the Guarantee terms, in particular to request an increase of the amount of the Guarantee.

3. Non-Payment

Without prejudice to the stipulations on the termination of the Agreement, failure to pay on the due date of any Fees, Chargeback, fine or any other sum due to Mangopay by the Partner under the Agreement shall result in:

(i) All Fees, Chargebacks and fine will be automatically and immediately accelerated and will become immediately payable.

(ii) The right for Mangopay to defer the time at which the funds held on any account(s) opened by Mangopay on behalf of the Partner can be paid out or transferred and in particular, but not limited to, the account on which the Collected Partner's commissions are held.

This restriction on account(s) will be lifted when the Partner has paid Mangopay any sum due under the Agreement.

(iii) The right for Mangopay to make the subsequent provision of Services subject to specific financial guarantees or to stricter payment terms.

(iv) Deactivation of some of the API's features (e.g., performance of SCA to all Card payments and to any amount, if applicable, deactivation of the access to the Mangopay Hub, suspension of all or part of activated Mangopay Payment Method and currencies, etc.).

(v) The suspension of Software Services, ten (10) calendar days following a notice remained without effect. It is hereby specified that the suspension of Software Services shall not affect the possibility for Customers to obtain the funds available in their Mangopay Accounts.