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PARTIES:

(1) **BOTTOMLINE PAYMENT SERVICES LIMITED** a company registered in England and Wales (number 3986072) and whose registered office is at 16 Daresbury Court, Evenwood Close, Manor Park, Runcorn, WA7 1LZ (the "Company"); and

(2) The legal entity (i.e. registered company, partnership, sole trader, or legally constituted public body or financial institution) specified in the Order Agreement ("the Customer").

INTRODUCTION:

(A) Company is regulated by the Financial Conduct Authority of 25 The North Colonnade, London, E14 5HS, under registration number 616279. Company provides outsourcing solutions in direct debit origination and collection services as specified in Schedule 3 hereto. The Customer wishes to engage Company to provide some or all of such services.

(B) This Agreement sets out the terms and conditions on which the services will be provided to the Customer by Company.

(C) These Company standard terms and conditions and Company's order document setting out which of the following services are being acquired ("Order Agreement"): the "Managed Bureau Service", "Managed Bacs Submission Only Service", "Managed Bacs Submission Only Service (Contingency)", "Managed Bacs Submission Only Service (Emergency)" ("Service(s)"); any ad hoc consulting, implementation, training or other services ("Professional Services"); and annual subscription fees ("Charges") (and including any subsequent Order Agreements signed pursuant to these terms and conditions) collectively the ("Agreement"), shall apply to the Customer's purchase of the Service(s) and any Professional Services. This Agreement shall take precedence and shall apply to the exclusion of all oral representations and all other terms and conditions printed on any purchase order or other document(s) prepared by the Customer or Company irrespective of their date. The parties agree that they have not relied upon any other representations, terms or conditions in entering into this Agreement. This Agreement states the entire agreement between the parties on this subject and supersedes all prior negotiations, understandings and agreements between the parties concerning the subject matter. No amendment or modification of this Agreement or part thereof shall be made except in writing and signed by an authorised signatory of each party.

1. The Services

1.1. Company shall, subject to clause 1.11, provide the Service(s) and any Professional Services set out in one or more Order Agreements executed by the parties.

1.2. Nothing in this Agreement shall require Company to act in breach of the Originator's Guide and Rules of the Direct Debit Scheme for the time being in force.

1.3. Company warrants that the Services shall be supplied with reasonable care and skill and in accordance with standards generally observed for services of a substantially similar nature.

1.4. Company will not be liable under any breach arising under this Agreement and/or otherwise to the extent that the relevant liability results from:

a) A failure by the Customer to provide accurate information to Company;
b) A failure by the Customer to perform its obligations under this Agreement; or
c) The negligent and/or fraudulent acts and/or omissions of the Customer.

1.5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

1.6. Nothing in this Agreement excludes or limits the liability of either party:

a) for death or personal injury caused by Company's negligence; or
b) under section 2(3), Consumer Protection Act 1987; or
c) for any matter which it would be illegal for Company to exclude or attempt to exclude its liability; or
d) for fraud or fraudulent misrepresentation.

1.7. Subject to clauses 1.5 and 1.6:

a) Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the aggregate total of the Charges received from the Customer in the previous 12 months of the Agreement at the time the liability arises; and
b) Company shall not be liable to the Customer for any pure economic loss, loss of profit, loss of business, depletion of goodwill, anticipated savings, loss of, or loss of use of, any software or data or otherwise, in each case whether direct, indirect or consequential (including loss or damage suffered by the Customer as a result of any action brought by a third party) even if Company has been advised of the possibility of such damages, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Agreement.

1.8. Company shall not be liable to the Customer for the following loss or damage however caused and even if foreseeable arising from:

a) the Customer's failure to fulfil its responsibilities or any matter under the control of the Customer including any liability (including breach of warranty) which arises as a result of the misuse of the Services supplied hereunder the data transmitted hereunder or use thereof in combination with any equipment and/or software not approved by the Company or as a result of any defect or error in any equipment and/or software not supplied by the Company;

b) any downtime, outage, interruption in or unavailability of Company's infrastructure or Services as result of or attributable to any of the following causes:

(i) any breakdown of whatever nature and howsoever arising in any of the services provided by other service providers (except for services specifically subcontracted by Company to a third party) or in any international services, remote mail services or remote mail servers; and

(ii) the non-performance or unavailability, of whatever nature and howsoever arising, of external communications networks, other than a failure of the connectivity between Company Infrastructure and the network provider's network;

c) the non-performance or unavailability of the Services due to the unavailability or any failures within the world-wide web;

d) any breach of security by any third party or any breach of confidentiality by a third party or otherwise arising from any access howsoever obtained by a third party to the Customer's information, data, or messages or other traffic, other than where such breach or access occurs within the environment under the control of Company or its contractors due to negligence or breach of this Agreement by Company or its contractors;

e) any damage, contamination or corruption of any kind of the Customer's data, material information, messages or other traffic howsoever occasioned, provided that any such damage, contamination or corruption occurs outside of the environment under the control of Company or its contractors. For the avoidance of doubt, Company shall be liable for damage, contamination or corruption of any kind of the Customer's data, material information, messages or other traffic within the environment under the control of Company or its contractors due to its negligence or breach of this Agreement;

f) any illegal or unauthorised access to, or release of any Customer data from, any device whatsoever not under its control or that of its contractors connecting to the Services, including, but not limited to, any access or release of such data arising from the accessing of any Customer login credentials and/or login to Customer account(s) by malware, viruses, or worms, for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.

1.9. Except in the case of any liability referred to in clause 1.6, neither party may bring an action under or in connection with this Agreement whether in contract or in tort more than six (6) years after it first becomes (or should reasonably have become) aware of the facts constituting the cause of action.

1.10. The Customer shall comply with its obligations as set out in Schedule 2 and/or all guidance and instructions provided to it by Company in relation to the Agreement and/or in respect of compliance with any codes, guidance or legislation relating to direct debit mandates. For the avoidance of doubt, failure to comply with this clause will amount to a material breach of the Agreement.

1.11. Company shall carry out checks to ensure that the Customer meets its know-your-customer and anti-money laundering requirements and any other checks Company deems necessary to confirm that it may legally provide the Services to the Customer, and that the Customer satisfies Company's risk appetite ("Due Diligence"). These checks shall be carried out prior to carrying out Services when the Customer is first on-boarded by Company and, and then as determined necessary by Company thereafter. In the event that Company determines that the results of the Due Diligence are not satisfactory, then Company, at its sole discretion may either (i) require the Customer to take such steps as are necessary to meet its Due Diligence criteria, (ii) suspend the Customer's access to the Services or (iii) terminate this Agreement.

1.12. The Customer shall cooperate with the Company and provide all information reasonably required by the Company for all ongoing Due Diligence the frequency reasonably requested by the Company, and shall inform the Company immediately if any person connected with it is a person that is i) listed on, or owned and controlled by a person on any sanctions list, ii) located in or incorporated under the laws of or owned or controlled by or acting on behalf of a person located in or incorporated under the laws of a country or territory which is the subject of sanctions legislation or iii) otherwise the target of sanctions legislation. For this purpose, references to a person shall include bodies corporate, unincorporated associations and partnerships, in each case whether or not having a separate legal personality.

2. Charges

2.1. The charges which are payable to Company by the Customer for the provision of the Services and/or Professional Services are set out in the Order Agreement ("the Charges") and shall be invoiced by Company.

2.2. The Charges are exclusive of Value Added Tax (VAT).

2.3. The Charges payable to Company pursuant to this Agreement shall be invoiced monthly in arrears to Customer and collected via direct debit.

2.4. If the Customer fails to pay any amount payable by it under this Agreement, Company may charge the Customer interest on the overdue amount. The Customer shall pay to Company the interest immediately on demand, from the due date up to the date of actual payment, after as well as before any judgment obtained by Company, at the rate of 4% per annum above the base rate for the time being of National Westminster Bank plc.

3. Confidentiality

3.1. Each party shall keep confidential any information of a confidential nature disclosed to it by the other. This includes information which is marked as being confidential or which, from its nature, content or the circumstances in which it is provided, might reasonably be supposed to be confidential. Neither party shall disclose any such information to anyone else except:

a) to any application service provider used by Company in connection with the provision of the Services;
b) to its professional advisers;
c) to any regulatory authority;
d) in the case of Company, to any temporary staff, business partners, contractors or consultants working for Company, provided that disclosure of the information is necessary in order to enable the person to whom it is disclosed to carry out the work concerned; or
e) in accordance with Schedule 1.

Each party shall be responsible for ensuring that any person to whom information is disclosed by them complies with any conditions of confidentiality as if it were a party to this Agreement.

3.2. The obligations of confidentiality in this Agreement shall not apply to any information:

a) that is generally available to the public, unless this availability results from a breach of this Agreement;
b) that the receiving party already possesses or which it obtains or originates independently in circumstances in which that party is free to disclose it to others; or
c) that is required to be disclosed by any court or tribunal that is authorised to order its disclosure.

3.3. If either party wishes to disclose any confidential information belonging to the other, then the other may require that the person to whom it is to be disclosed enters into a confidentiality agreement directly with the other. This requirement may only be imposed where this Agreement does not otherwise permit the disclosure.

3.4. The names of customers (and other details relating to them) will be treated as confidential information for the purposes of this clause 3.

4. Termination

4.1. This Agreement shall commence upon the last date of signature of the initial Order Agreement with this Agreement by either party and shall continue in force for a period of 1 year ("**Initial Term**") unless terminated earlier pursuant to clauses 4.3 and 4.4 and shall continue thereafter unless and until terminated by either party giving to the other no less than 3 calendar months written notice such notice not to be served prior to the end of the Initial Term.

4.2. If less than the required notice period is given by the Customer, Company will be entitled to liquidated damages calculated as the average of the previous 6 highest month's Charges over the previous 12 months for the remainder of the Initial Term and the notice period pursuant to clause 4.1.

4.3. Company may terminate this Agreement with immediate effect (or following such notice period as it sees fit), if the Customer fails to process under the Service User Number (SUN) (as defined in Schedule 3 of this Agreement) for 3 consecutive months or if the Customer is in breach of any BACS operational regulations (including the BACS Guidelines as set out in Schedule 2) as advised in writing by Company from time to time.

4.4. A party may terminate this Agreement with immediate effect (or following such notice period as it sees fit), without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, by giving written notice to the other party if:

a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment; or
b) the other party commits a material breach of any term of this agreement (other than failure to pay any amounts due under this agreement) and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or
c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or
d) the other party suspends, or threatens to suspend, payment of its debts or is, or is deemed to be, insolvent (being a company), bankrupt (being a natural person), unable to pay its debts as they fall due for payment or admits inability to pay its debts deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or enters into any composition or arrangement with its creditors generally; or
f) an order is made or resolution is passed, or a notice is issued convening a meeting for the purpose of passing a resolution, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than a members´ voluntary liquidation solely for the purpose of solvent amalgamation, reconstruction, reorganisation, dissolution, merger or consolidation) of the other party, being a body corporate; or
g) the other party, being an individual, is the subject of a bankruptcy petition or order; or
h) any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over, or in respect of, the other party or any part of its business or assets; or
i) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 4.4 (d) to clause 4.4 (j) (inclusive); or
k) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; or

4.5. The parties acknowledge and agree that any breach of clause 1.8 shall constitute a material breach for the purposes of clause 5.4.

4.6. Without prejudice to any other remedies which Company may have under this Agreement or at law, Company shall be entitled to suspend the provision of the Services or to terminate this Agreement forthwith on written notice to the Customer in the event that the Customer has been or is in breach of any applicable law or regulation or in the event that Company is required to do so by any law, regulation or regulatory body. Notwithstanding any other term of this Agreement, Company may terminate without notice, or indefinitely suspend, this Agreement or any contractual provision herein as required to fulfil its obligations to comply with sanctions regulations, or where Company, acting in its sole discretion, considers it prudent to take such steps in relation to the Services for the purposes of compliance with any applicable law or regulation.

4.7. The termination of this Agreement, for whatever reason, shall not affect the rights of either of the parties:

a) that may have accrued before the termination of this Agreement; or
b) which expressly or by their nature are intended to survive the termination of this Agreement

5. Intellectual Property Rights

5.1. Except as otherwise agreed in writing by the parties, nothing in this Agreement will affect the ownership by either party (or any relevant third party, such as a software licensor) of any intellectual property rights.

6. Miscellaneous

6.1. All notices, agreements and consents under this Agreement shall be in writing. Notices shall be sent to the address of the recipient set out in this Agreement or to such other address as either party shall notify to the other in accordance with this clause. Any letter may be delivered by hand or first class pre-paid letter and shall be treated as having been delivered:

a) if sent by hand, when delivered; and
b) if by first class post 48 hours after posting.

Neither party shall be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside the reasonable control of the party concerned (including any delay caused by any act or default of the other party).

6.2. If a party delays in enforcing its rights under this Agreement (whether in relation to a breach by the other party or otherwise); or agrees not to enforce its rights, or to delay doing so then unless the party concerned expressly agrees otherwise, that delay or agreement shall not be treated as waiving the rights of the party concerned.

6.3. Any waiver of a party's rights in relation to a particular breach of this Agreement shall not operate as a waiver of any subsequent breach.

6.4. No right, power or remedy to which either party is entitled under this Agreement is exclusive of any other right, power or remedy available to that party.

6.5. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

6.6. If any provision of this Agreement is held for any reason to be ineffective or unenforceable, this shall not affect the validity or enforceability of:

a) any other provision of this Agreement; or

b) this Agreement as a whole.

6.7. This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

6.8. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy (other

than for breach of contract) in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

6.9. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter.

6.10. Company may at any time or times, without notice to the Customer, set off any liability of the Customer to Company against any liability of Company to the Customer, in either case, whether under this Agreement or otherwise and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency of its denomination. Any exercise by Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

6.11. Company reserves the right from time to time to amend the terms of this Agreement, for example as a result of, but not limited to, statutory changes in the law. Company will notify the Customer of the changes to the terms in writing upon which such terms shall take immediate effect.

6.12. Company reserves the right to audit the Customers financial statements and processes including but not limited to accounting information, bank statements, direct debit records and Customers' client contracts and to provide documentary evidence as and when requested. For the avoidance of doubt, failure to comply with this clause will amount to a material breach of the Agreement.

6.13. In the event that the Customer has any complaint regarding the Services, then the parties shall manage the complaint according to the procedure set out in Schedule 4.

SCHEDULE 1 – Data Protection and Processing

1.0 Definitions

1.1 Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

1.2 "**Applicable Law**" means all applicable statutes, by laws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial or administrative interpretation of them, in force from time to time in the United Kingdom.

1.3 Business Day: means any day between the hours of 9:00 and 17:30 that is not a Saturday, Sunday, or a public holiday in the United Kingdom.

1.4 Controller: Shall have the meaning given to it pursuant to Data Protection Laws.

1.5 Data Protection Laws: All laws applicable to the Processing of Personal Data under the Agreement including, where applicable, the Data Protection Act 2018, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 ("GDPR") on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (and any laws, rules and regulations implementing the foregoing). Where used in this Addendum, "Data Subject" and "Subject Access Request" shall bear the respective meanings given in Data Protection Laws.

1.6 Personal Data: Shall have the meaning given to it pursuant to Data Protection Laws.

1.7 Processing: Shall have the meaning given to it pursuant to Data Protection Laws.

1.8 Processor: Shall have the meaning given to it pursuant to Data Protection Laws.

1.9 Sub-processor: a third party engaged by Company or one of its Affiliates to undertake some or all of Company's obligations under this Agreement, including but not limited to Processing of Personal Data.

1.10 Supervisory Authority: Shall have the meaning given to it pursuant to Data Protection Laws.

2.0 Processing of Personal Data

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer (a) is the sole Controller of the Personal Data and/or (b) is itself a Processor, which has been instructed by and obtained the authorization of the relevant Controller(s) to agree to the Processing of the Personal Data by Company as set out in this Addendum. Customer appoints Company as Processor to Process Personal Data in accordance with the Agreement. Company or Company Affiliates may engage Sub-processors subject to this Agreement. If there is another relevant Controller, and the instructions of that Controller require any modification to the provisions of the Agreement, then Customer shall propose those modifications in writing to Company, and the parties shall negotiate in good faith to either (a) incorporate such modifications into the Agreement or (b) not Process Personal Data whose Processing would violate the provisions of the Agreement.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the services, Process Personal Data in accordance with the requirements of Data Protection Laws. For the avoidance of doubt, Customer's instructions to Company for the Processing of Personal Data shall comply with Data Protection Laws. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and its instructions for processing Personal Data, and the means by which Customer acquired its Personal Data and any necessary permissions for Company to Process it on behalf of the Customer, including where applicable obtaining consent from the holders of parental responsibility over Personal Data pertaining to children.

2.3 Company Processing of Personal Data: Company shall and shall procure that its Sub-processors shall, in the provision of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws. Company shall treat Personal Data as Confidential Information and shall and shall procure that its Sub-processors shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions including with regard to transfers of Personal Data outside the European Economic Area (or the UK as applicable) for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Agreement(s); (ii) Processing initiated by Customer users in their use of the services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. Company shall immediately notify Customer in writing if, in its reasonable opinion, any instruction given by Customer under or in connection with the Agreement infringes Data Protection Laws, but nothing, including without limitation a failure by Company to provide such notification shall relieve the Customer of its sole responsibility to ensure that its instructions are in compliance with Data Protection Laws.

2.4 Details of the Processing: The subject-matter of Processing of Personal Data by Company is the performance of the services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed is set out in Annex 1 and is subject to the Agreement.

2.5 Registered Purposes: The Customer hereby warrants, undertakes and represents to Company that: (i) it has registered or given a notification under the Data Protection Laws and will maintain such registration and/or notification in respect of Personal Data during the term of this Agreement; (ii) it has not and will not during the term of this Agreement require Company to undertake Processing of any Personal Data in a manner incompatible with the Registered Purposes; (iii) Personal Data subject to Processing by Company will not be excessive in relation to the Registered Purposes; (iv) Personal Data transferred by the Customer to Company will be accurate and fully up to date at all times; and (v) where the provision of the Services requires the obtaining of Personal Data from a third party then prior to doing so the Customer shall obtain all necessary consents and give all necessary notices under the Data Protection Laws, whether for itself and Company.

3.0 Rights of Data Subject

3.1 Data Subject Request: Company shall, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject exercising their rights under Data Protection Laws including, for the purpose of accessing, correcting or deleting that person's Personal Data, if a Data Subject objects to the Processing thereof ("Data Subject Request"), they enforce their right to rectification, restriction of Processing, erasure, data portability or, their right not to be subject to an automated individual decision. Company shall not respond to a Data Subject Request without Customer's prior written consent (unless required to do so under any Applicable Law). Company shall upon Customer's request and instructions, taking into account the nature of the Processing, provide commercially reasonable assistance, by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws. To the extent legally permitted, Customer shall be responsible for any costs arising from Company's provision of such assistance.

4.0 Company Personnel and Sub-Processors

4.1 Confidentiality: Company shall ensure that its personnel and Sub-processors engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training in respect of their responsibilities and security of Personal Data and have executed written confidentiality agreements. Company shall ensure that such confidentiality obligations survive the termination of the personnel and Sub-processors' engagement.

4.2 Reliability: Company shall take commercially reasonable steps to ensure the reliability of any personnel and Sub-processors engaged in the Processing of Personal Data.

4.3 Limitation of Access: Company shall ensure that Company access to and Processing of Personal Data is limited to those personnel and Sub-processors performing services in accordance with the Agreement and subject to Customer's documented instructions.

4.4 Data Protection Officer: Company has appointed a data protection officer. The appointed person may be reached at DataProtectionOfficer@bottomline.com.

5.0 Sub-Processors

5.1 Sub-processors: Customer acknowledges and agrees that: (a) Company Affiliates may be retained as Sub-processors; and (b) Company and Company Affiliates respectively may engage third-party Sub-processors in connection with the provision of the services. Company or its Affiliate shall enter into a written agreement with each Sub-processor containing data protection obligations no less protective than those in this Addendum with respect to the protection of Customer's Personal Data to the extent applicable to the nature of the services provided by such Sub-processor. Company shall inform the Customer of any intended changes concerning the addition, deletion or replacement of Sub-processors.

5.2 Objection Right for New Sub-processors: Customer may object to Company use of a new Sub-processor by notifying Company promptly in writing within ten (10) business days after receipt from Company of notice to change its Sub-processor. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, Company will use reasonable efforts to make available to Customer a change in the services or recommend a commercially reasonable change to Customer's configuration or use of the services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. In the event that no such change is possible on a reasonable basis, then the Customer may terminate the Agreement for convenience, on written notice to that effect.

5.3 Liability: Subject to the limitations of liability set out in the Agreement, Company shall be liable for the acts and omissions of its Sub-processors to the same extent Company would be liable if performing the services of each Sub-processor directly under the terms of the Agreement, except as otherwise set forth within the Agreement.

6.0 Security

6.1 Controls for the Protection of Personal Data: Company shall maintain and procure that its Sub-Processors maintain, appropriate technical and organizational measures for protection of the security (including protection against unauthorised or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorised disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. Company regularly monitors compliance with these measures. Company will not materially decrease the overall security of the services during the term of the Agreement.

6.2 Third-Party Certifications and Audits: Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Company shall make available to Customer (or Customer's independent, third-party auditor that is not a competitor of Company) (a) a copy of Company's then most recent third-party certifications and/or audits, as applicable; and as may be available in respect of the services being provided and/or (b) reasonable access to Company's premises and infrastructure to the extent necessary to perform audits of any Processing activities related to Customer's Personal Data provided that (i) if such audits are covered by other provisions of the Agreement, then such provisions shall apply to and take precedence over the rights granted in this paragraph 6.2, (ii) to the extent permitted by law, such audits shall take place no more frequently than once in any one calendar year, (iii) the auditors shall use their best endeavours to minimise any disruption to Company's business and the services, (iv) such audits shall be conducted at the Customer's expense, including for the avoidance of doubt, Company's reasonable costs for supporting such audits and (v) under no circumstances will the Customer or its auditors be entitled to access any data or information which is protected by a confidentiality agreement between Company and any third party. Notwithstanding the foregoing, in the event that any audit reveals a material non-compliance with the provisions of this Addendum in respect of Processing the Customer's Personal Data, then the Customer shall be entitled to carry out reasonable follow up audits for the purpose of verifying

that any agreed remedial actions have been properly carried out.

7.0 Incident Notification

7.1 Company maintains security incident management policies and procedures specified in the Bottomline Incident Security Documentation and shall, notify Customer without undue delay after becoming aware of the confirmed accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data, transmitted, stored or otherwise Processed by Company or its Sub-processors (a "Customer Data Incident"). Thereafter Company shall (a) make reasonable efforts to identify the cause of such Customer Data Incident and take such steps as Company deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within Company's reasonable control; and (b) where a Customer Data Incident relates to Personal Data provide a written report describing the Customer Data Incident and in so far as is possible the nature of the Personal Data breach. The obligations herein shall not apply to incidents that are caused by Customer, Customer Affiliates, or Customer's Users.

8.0 Return and Deletion of Customer's Personal Data

8.1 On expiry or termination of the Agreement, Company shall and shall procure that its Sub-Processors cease to use and, to the extent allowed by Applicable Law, delete Personal Data in accordance with the procedures and timeframes specified in the applicable Company documentation and policies. Where Customer requests return of Personal Data, Company shall at Customer's reasonable cost return a copy of Personal Data to Customer.

8.2 The parties agree that the certification of deletion of Personal Data shall be provided by Company to Customer only upon Customer's request.

9.0 EU Contract Governance

9.1 GDPR: With effect from 25 May 2018, Company will Process Personal Data in accordance with the GDPR requirements directly applicable to Company's provision of the services.

9.2 Data Protection Impact Assessment: With effect from 25 May 2018, upon Customer's request, Company shall at the Customer's cost provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under Data Protection Laws to carry out a data protection impact assessment, breach notifications and compliance with security related to Customer's use of the services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to Company. Company shall provide reasonable assistance to Customer in the cooperation or prior consultation with a Supervisory Authority in the performance of its tasks relating to Processing Personal Data under this Agreement, to the extent required under the Data Protection Laws.

9.3 Transfer mechanisms for data transfers:
Company shall not and will ensure that its Sub-Processors shall not under any circumstances transfer the Personal Data outside the European Economic Area or the UK (as applicable) unless previously authorised in writing to do so by the Customer.

9.4 Notice from regulatory or government body
Company and its Sub-Processors, shall (subject to being permitted by Applicable Law) notify Customer promptly upon receipt of a notice from any regulatory or government body, including the Information Commissioner and any Supervisory Authority, which relates directly or indirectly to the Processing of Personal Data.

9.5 Order of precedence: In the event that services are covered by more than one transfer mechanism, the transfer of Personal Data will be subject to a single transfer mechanism in accordance with the following order of precedence: (1) the Agreement, (2) Company EU-U.S. and Swiss-U.S. Privacy Shield Framework self-certifications and, (3) the EU Standard Contractual Clauses.

10.0 Privacy Shield

10.1 Company and its U.S. Affiliates shall self-certify to and comply with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, as administered by the US Department of Commerce, and Company shall ensure that such entities maintain their self-certifications to and compliance with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks with respect to the Processing of Personal Data that is transferred from the European Economic Area and/or Switzerland to the United States.

Annex 1
PROCESSING

The details of the Processing taking place pursuant to the terms of the Agreement are summarised below:

Data Subjects

Payers/Payees

Categories of data

Personal – Name, Address, Bank Account Details, e-mail address, Date of Birth

Categories of sensitive personal data

None

Processing purposes

Direct Debit Collections/Direct Credit Collections

Nature of processing

Direct Debit Collections/Direct Credit Collections

Duration of the processing

The duration of the Agreement.

Direct Debit details will be retained indefinitely due to the Direct Debit Indemnity which has no value or time restrictions.

SCHEDULE 2 - Bacs Guidelines

1. If Customer's end users are signing paper mandates all original mandates once processed should be sent to Company on a minimum of once per month (copy to be retained by Customer if required).

2. If Customer's end users are signed up to Direct Debit ("DD") over the telephone then a pre-approved script provided by Company should be used in conjunction with Customer's own sign up process, thus ensuring that the end user is fully aware that they are giving authority to debit their bank account and that they are protected by the DD guarantee.

3. In compliance with Bacs rules Customer acknowledges that all invoices/advance notifications issued to its end users (to advise them that the amount that Customer is requesting is to be collected by Direct Debit), should contain the following wording

   This invoice/ notification is for information purposes only. The amount due will be collected by Direct Debit on or immediately after xx/xx/2xxx'

4. All web-based DD capture screens need to be approved by Company prior to being activated for use by the Customer.

5. All non-standard DD Mandates (all mandates not provided directly by Company) need to be authorised by Company prior to being issued to Customer's end users.

SCHEDULE 3 - Services

The following shall apply only in so far as a particular service is specified in an Order Agreement.

Managed Bureau Service

Summary

- Customer unique Service User Number ("**SUN**") linked to Company's Bureau number to facilitate processing on the Customer's behalf.
- Design and provision of branded direct debit paper and web-based mandate
- Provision of an approved script for paperless direct debit sign ups i.e. telesales
- Access to a web-based Customer administration site available 24/7/365

Service

The Customer is responsible for linking their own SUN to Company's Bureau number (B60684). The Customer's SUN must be AUDDIS enabled. Where a paperless application is required the Customer's own SUN must also be Paperless enabled. The Managed Bureau Service can include a paper and web based paperless application which shall include:

(a) receiving completed direct debit mandate forms ("**DDI**") from Customer end users and lodging them with the relevant bank
(b) managing returned, amended and cancelled DDI's
(c) managing the sending of payment files to Bacs and the collection of direct debit instructions on the payment due date(s)
(d) managing the reconciliation of processed, rejected and returned items
(e) access to a web based Customer administration site allowing multiple permission based Customer users to view/amend payer records, view/print/email payment histories and generate standard reports
(f) integration via Company API where agreed

Managed Bacs Submission Only Service

Summary

- Customer unique SUN linked to Company's Bureau number, to facilitate processing on the Customer's behalf.

Service

The Customer is responsible for linking their own SUN to Company's Bureau number (B60684). The Managed Bacs Submission Only Service shall include
(a) access to Company's secure Managed File Transfer (MFT) server
(b) receipt of Bacs direct debit/credit files from the client
(c) onward submission of Customer's Bacs file to Bacs
(d) provision of the Bacs submission report via MFT
(e) retrieval of Bacs A messages where agreed and made available via MFT

Managed Bacs Submission Only (Contingency)

Summary

- Customer unique SUN linked to Company's Bureau number, to facilitate processing on the Customer's behalf.

Service

The Customer is responsible for linking their own SUN to Company's Bureau number (B60684). The Managed Bacs Submission Only Service shall include;
(a) access to Company's secure Managed File Transfer (MFT) server
(b) receipt of Bacs direct debit/credit files from the client
(c) onward submission of Customer's Bacs file to Bacs
(d) provision of the Bacs submission report via MFT
(e) retrieval of Bacs A messages where agreed and made available via MFT

Managed Bacs Submission Only (Emergency)

Summary

- Customer unique SUN linked to Company's Bureau number, to facilitate emergency processing on the Customer's behalf.

Service

Company will be responsible for providing a Bacs emergency submission service. The Customer is responsible for linking their own SUN to Company's Bureau number (B60684). The service shall include;

(a) agreed method of file transfer (for emergency submission this can be provided by the Customer via password protected e-mail or hand delivered USB)
(b) receipt of Bacs direct debit/credit files from the Customer
(c) onward submission of Customer's Bacs file to Bacs
(d) The provision of the Bacs submission report via an agreed method

SCHEDULE 4 – Complaints Procedure

Company is regulated by the Financial Conduct Authority and therefore follows the rules set out by the regulatory authority when managing complaints.

If you have a complaint about our service we want to hear about it and we will do our best to put it right.

Our Customer Complaints Procedure has the following goals:

- To make it easy for you to tell us about your complaint
- To deal with complaints fairly, efficiently and effectively
- To ensure that all complaints are handled in a consistent manner throughout
- To make sure you are satisfied with how your complaint was resolved
- To increase customer satisfaction
- To use complaints constructively in the planning and improvement of all services

If you're not satisfied with any aspect of our service, you can tell us about your complaint in the following ways:

In writing – address your letter to the Client Services Manager

Bottomline Payment Services Limited
16 Daresbury Court
Evenwood Close
Manor Park
Runcorn
WA7 1LZ

By telephone – 0344 8266 700

By Support Ticket / e-mail – contact us via the ticketing system within the client administration portal or by emailing bps-clientservices@bottomline.com

What's next?

We aim to resolve your complaint straight away. However if we have not been able to do so within 3 days, we will write to tell you:

- why we have not yet resolved your complaint
- who is dealing with your complaint
- when we will contact you again

Our response
Once we have fully investigated the matter, we will write to you confirming our decision, how it was reached and any offer of redress and/or what remedial action was taken where this is appropriate. Should you be unhappy about our response, you may refer the matter to the Financial Ombudsman Service.

The Financial Ombudsman Service (FOS) is an independent arbitration service provided free for customers. Should you be dissatisfied with our response you may contact the FOS within six months, unless informed otherwise, using the contact details below:

- Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- Telephone: 0800 023 4567 or 0300 123 9123
- Email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial–ombudsman.org.uk