

**1. APPLICATION**

- 1.1 The additional terms and conditions in this EEA Payment Services Schedule apply to the extent that payment services or payment transactions relating thereto are provided by Bank of America Europe DAC and subject to the Directive 2015/2366/EC of the European Parliament and of the Council, and any successor legislation from time to time (the revised "**Payment Services Directive**") as amended, extended, re-enacted, supplemented from time to time and as implemented or otherwise given effect in the relevant Member State of the European Economic Area from time to time (each an "**EEA Member State**" and such services and transactions, "**In-Scope Payment Services or Transactions**"). Terms used but not defined in this EEA Payment Services Schedule have the meanings ascribed to them in the Core Agreement.
- 1.2 Where the Agreement is inconsistent or conflicts with the provisions of this EEA Payment Services Schedule, such inconsistent or conflicting terms and conditions are deemed to have been amended to the extent necessary such that the provisions contained in this EEA Payment Services Schedule apply and prevail in matters relating to In-Scope Payment Services or Transactions only. For the avoidance of doubt, in all other matters, the existing provisions of the Agreement will remain unchanged.
- 1.3 To the extent that they can be excluded or varied by agreement, all warranties and rights implied by law or deemed by law to apply are excluded or varied insofar as not expressly set out in the Agreement including, without limitation Title III and those articles of Title IV of the Payment Services Directive which are permitted to be subject to disapplication, as transposed under the law of the applicable jurisdiction.

**2. ACTING ON PAYMENT INSTRUCTIONS**

- 2.1 You irrevocably and unconditionally agree that each Payment Instruction made in accordance with Clause 2.4 of the Core Agreement includes an authorisation and instruction from you to us to transfer the Approved Amount or the Payable Amount (as applicable) to the relevant Supplier using the details for the Supplier Account specified to us by you on or before the relevant Invoice Due Date or Invoice Settlement Date (as applicable) (each a "**Transfer**").
- 2.2 Where the Transfer is within the scope of Article 82(1) of the Payment Services Directive (including, but not limited to: (i) Transfers in euros or in another currency of an EEA Member State where the Transfer takes place within that EEA Member State; and (ii) Transfers involving a currency conversion between euro and another currency of an EEA Member State), then the amount of that Transfer is to be credited to the Supplier's bank by no later than the end of the next business day (as defined in the Payment Services Directive) following the time of receipt of the request.
- 2.3 For reasons beyond our control, other Transfers may take longer to reach the Supplier's bank than the time periods stated above. We will provide you details of maximum execution times on your request.
- 2.4 The moment in time of receipt of the Payment Instruction referred to in Paragraph 2.1 shall be, provided we are in receipt of cleared and immediately available funds, the last day possible in order to achieve value date on the relevant Maturity Date.

- 2.5 In certain circumstances, we are required to conduct checks or investigations pursuant to Applicable Law. Only a positive completion of these checks or investigations permits us to execute a Transfer. You agree that for the purposes of Transfers made in an EEA Member State the moment in time of receipt of a Payment Instruction to execute a Transfer will be deferred until the time when such checks or investigations have been completed.

- 2.6 You further agree that, where the terms and conditions of the Agreement, or any other documentation covering the delivery of Payment Instructions or execution of Transfers are inconsistent or conflict with this EEA Payment Services Schedule, such inconsistent or conflicting terms are deemed to have been amended to the extent necessary such that this EEA Payment Services Schedule will apply and prevail in such matters only. For the avoidance of doubt, in all other matters, the existing provisions of the Agreement and/or those in other agreements covering the delivery and execution of Payment Instructions will remain unchanged.

**3. DUTY OF CARE**

Notwithstanding any provision to the contrary, in relation to any obligations that we may have that arise pursuant to the transposition into national law of the Payment Services Directive only, we will not be liable in the event that abnormal and unforeseeable circumstances beyond our control prevent us from fulfilling such obligations.

**4. CANCELLATION AND REFUNDS**

- 4.1 Each Payment Instruction is irrevocable. However, if a Transfer has not yet been made, you may request a cancellation and we will exercise commercially reasonable efforts to effect such cancellation and refund you the amount subject to the cancellation request.
- 4.2 Notwithstanding any provision to the contrary, you will be deemed to have agreed to waive any rights, to raise objections or pursue any remedies against us in respect of any unauthorised or incorrectly executed payment transactions unless you notify us in writing of any such unauthorised or incorrectly executed payment transactions without undue delay but, in any case, within any time period we may have expressly agreed with you, which will be (unless agreed otherwise) 30 calendar days except where an EEA Member State has established a longer period.
- 4.3 Subject to Applicable Law, if we refund an unauthorised, unexecuted, defective or late payment transaction, and we reasonably determine that such transaction was unauthorised, unexecuted, defective or late as a result of your negligence, willful default or fraud, you acknowledge and agree to repay us the refunded amount together with related interest and our reasonable costs.

**5. THIRD PARTY PAYMENT SERVICE PROVIDERS ("TPPs")****Appointment of TPPs**

- 5.1 In relation to a Buyer Account maintained for you in an EEA Member State, and which is accessible online, you may, in accordance with any procedural guidance and other information we make available to you from time to time, appoint:
- (a) an 'account information service provider' ("**AISP**") or a 'payment initiation service provider' ("**PISP**") to provide you with account information services or payment initiation

services, as each such term is defined under the Payment Services Directive; and/or

- (b) a payment service provider issuing card-based payment instruments ("CBPIL"),

(AISPs, PISPs and/or CBPILs are collectively referred to as "TPPs") which is capable of providing their services in connection with the Platform (a TPP so appointed is an "Appointed TPP").

- 5.2 Your appointment of a CBPIL constitutes your express consent to us providing that CBPIL with confirmation whether or not an amount necessary for the execution of a card-based payment transaction is available on your Buyer Account upon such CBPIL's request.
- 5.3 In respect of your appointment of a TPP, you represent, warrant and undertake that:
- (a) you will exercise reasonable care when selecting, appointing and making use of a TPP;
- (b) you have in place reasonable systems and controls designed to identify irregular, unauthorised, fraudulent or illegal activity relating to a TPP, and as a minimum, these systems and controls include procedures for: (i) ensuring that any failed, defective or late payment transactions involving a TPP are notified to us as soon as possible, (ii) investigating the cause of any failed, defective or late payment transactions involving a TPP, and (iii) identifying changes in TPP registration or authorisation; and
- (c) you will notify us immediately in the event that you identify any irregular, unauthorised, fraudulent or illegal activity relating to a TPP or any other problem with a Buyer Account which you reasonably consider is or may be related to an Appointed TPP.
- 5.4 You should be aware of the practical implications of appointing a TPP, including that by providing access to your Buyer Account, AISPs and PISPs may access your transactional and other data and, in the case of a PISP, may initiate payment transactions from your Buyer Account. You understand and agree that where you appoint and/or make use of an AISP and/or PISP, the data accessible to, or the transactions that may be made by, that AISP or PISP may be as extensive as that which would be available to an Authorised Signatory in respect of all Buyer Accounts maintained for you in an EEA Member State.
- 5.5 Any instructions which are given by a TPP, or purport to be given on your behalf by a TPP, regardless of the circumstances prevailing at the time, are subject to the provisions of the Agreement as if they had been given by you, and we may treat such instructions as authorised by you. Without prejudice to the above, you agree that we may treat any payment transaction initiated by a PISP as authorised by you if such payment transaction is subsequently approved, consented to or otherwise accepted by you through Bank of America CashPro® Online and/or any of our successor access electronic or mobile channel(s) from time to time in accordance with the usual transaction approval process in effect at the time such payment transaction is made.
- 5.6 You agree to indemnify us from and against any and all losses, claims, actions, proceedings, judgments, orders, liabilities, demands, damages, costs and expenses (including without limitation, legal fees and allocated costs for in-house legal services) (collectively "Losses")

incurred or sustained by us of whatever nature and howsoever arising to the extent that this is caused by your negligence or wilful default in your performance of any of your obligations under paragraphs 5.1 and 5.3 above

#### Appearance on the Relevant Register

- 5.7 You agree that we may treat TPPs that appear on the Relevant Register as duly registered, certified and/or authorised by the relevant national competent authority.
- 5.8 For the purposes of this EEA Payment Services Schedule, "Relevant Register" means the EBA's electronic central register if this is available, otherwise the register of the relevant national competent authority of the TPP.

#### Revoking the appointment of Appointed TPPs

- 5.9 You may revoke the appointment of an Appointed TPP in accordance with any procedural guidance and other information we make available to you from time to time. Any such revocation by you will take effect immediately.

#### Refusing access to TPPs

- 5.10 We may, but we are not obliged to, provide access to and/or accept instructions from TPPs.
- 5.11 We may refuse access requests or instructions from TPPs for objectively justified and duly evidenced reasons relating to unauthorised or fraudulent access to your Buyer Account, for example, where:
- (a) we receive an access request or instruction from a TPP which is not an Appointed TPP;
- (b) we receive an access request or instruction from a TPP whose appointment you have revoked in accordance with paragraph 5.9 above;
- (c) we receive an access request or instruction from a third party which does not appear, or from a TPP which has ceased to appear, on the Relevant Register;
- (d) we receive an access request or instruction from a TPP, and we reasonably suspect or are aware of unauthorised and/or fraudulent transactions involving that TPP (irrespective of whether such unauthorised and/or fraudulent transactions relate to your Buyer Account);
- (e) we receive an access request or instruction from a TPP after your Buyer Account has been closed; and/or
- (f) there is any other reason to indicate that the access request or instruction may be unauthorised and/or fraudulent.
- 5.12 Unless we are prohibited by Applicable Law, information on denied access requests of a TPP together with the reasons for denial is to be notified and/or made available to you through the Platform. We may resume access for the relevant TPP if we are satisfied that the reasons for denying access and/or rejecting instructions no longer exist.
- 5.13 You agree to take any action and to provide us with any documents, information or other assistance that we may reasonably require in order to investigate any suspected irregular, unauthorised, fraudulent or illegal activity on your Buyer Account.

**Liability for TPPs**

- 5.14 Subject to paragraph 5.15 and to the extent permitted by Applicable Law, where you appoint or use a TPP, you agree that we will not be liable for any Losses that you may suffer or incur in relation to your appointment or use of any TPP, and you will indemnify us on demand from and against any Losses incurred or sustained by us of whatever nature and howsoever arising in relation to your appointment or use of any TPP except in the event such Losses are directly caused by our fraud, gross-negligence or wilful misconduct. This indemnity is independent of your other obligations under the Agreement and will survive the termination of the Agreement without limit in time.

**Refunds for PISPs**

- 5.15 If we refund an unauthorised, unexecuted, defective or late payment transaction, and we reasonably determine that such transaction was unauthorised, unexecuted, defective or late as a result of your negligence, willful default or fraud, you acknowledge and agree that we may reverse any such refund credited to your Buyer Account together with related interest and deduct our reasonable costs.

**TPP information**

- 5.16 You will promptly furnish us with any and all information that you receive from a TPP where such information relates to:
- (a) a Security Breach (as that term is defined in paragraph 6.1 below);
  - (b) a Buyer Account you hold with us (including any payment transaction to or from such Buyer Account);
  - (c) the payment services we provide to you;
  - (d) us or otherwise may affect us.
- 5.17 You will promptly furnish us with any other information upon request that we may reasonably require in relation to a TPP, unless you are prohibited by Applicable Law.

**6. SECURITY MANAGEMENT AND INCIDENT REPORTING**

- 6.1 You will immediately take any steps required by us to reduce, manage or report any: (i) fraud or attempted fraud against you or us; and/or (ii) any other operational and/or security incident affecting you, us; and/or any other market participants (including a cyber-security attack) (a "Security Breach").
- 6.2 You will report any Security Breach to us without undue delay after becoming aware of it. In such circumstances, you will furnish us with accurate and up-to-date information of any Security Breach, including reports of any Security Breach that you make to any regulator or other government authority, to the extent that it relates to:
- (a) the services we provide to you;
  - (b) may otherwise affect or relate to us.

**7. COMPLAINTS**

- 7.1 You may have the right to make a complaint to the Irish Financial Services and Pensions Ombudsman ("FSPO"). The FSPO is an independent, and free service that helps resolve complaints with pensions providers and regulated financial services providers. You may

obtain further information regarding the FSPO, the methods by which you can access its services and its eligibility criteria, at [www.fspo.ie](http://www.fspo.ie).

- 7.2 The contact details of the FSPO are as follows: Address: Lincoln House, Lincoln Place, Dublin 2, D02 VH29 Phone: +353 1 567 7000 Email: [info@fspo.ie](mailto:info@fspo.ie).