

TERRITORY SPECIFIC TERMS

Effective from: 1 November 2025

These Territory Specific Terms outline amendments to the Master Terms and PS Services Terms (“**Terms**”) for certain Territories and form part of the Agreement between Customer and Keyloop.

1 NOTICES, GOVERNING LAW AND JURISDICTION

Details for sending notices to Keyloop, the law that applies to the Agreement and the courts with exclusive jurisdiction over any disputes or claims arising out of or relating to the Agreement are as follows:

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
Austria	AustriaAR@keyloop.com	Austria	Vienna, Austria
Belgium	BelgiumAR@keyloop.com	Belgian	Melle, Belgium
Canada	CanadaAR@keyloop.com	Ontario (and applicable Federal law of Canada)	Ontario, Canada
Denmark	DenmarkAR@keyloop.com	Danish	Denmark
Finland	FinlandAR@keyloop.com	Finnish	Finland
France	FranceAR@keyloop.com	French	Bobigny, France
Germany	GermanyAR@keyloop.com	Federal Republic of Germany	Dusseldorf, Germany
Ireland	IrelandAR@keyloop.com	Irish	Ireland
Italy	Keyloop.Italyop@pec.it	Italian	Padua, Italy
Japan	JapanAR@keyloop.com	Japanese	Japanese Commercial Arbitration Association, consisting of 3 arbitrators; each party shall appoint 1, with the third jointly appointed by the 2 arbitrators. If the 2 arbitrators

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
			are unable to agree on the third arbitrator within 20 days after the 2 arbitrators are appointed by the Parties, such third arbitrator shall be appointed by the Chairman of JCAA. The arbitration shall be conducted in English.
Korea	KoreaAR@keyloop.com	Republic of Korea	Korean Commercial Arbitration Board for arbitration in Seoul, consisting of 3 arbitrators; each party shall appoint 1, with the third jointly appointed by the 2 arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of arbitration.
Mexico	MexicoAR@keyloop.com	Mexican	Mexico City, Mexico
Portugal	PortugalAR@keyloop.com	Portuguese	Lisbon, Portugal
Singapore	ARSingapore@keyloop.com	Singaporean	Singapore International Arbitration Center, for arbitration in Singapore consisting of 3 arbitrators; each party shall appoint 1, with the third jointly appointed by the 2 arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of arbitration.
South Africa	SouthAfricaAR@keyloop.com	Republic of South Africa	Republic of South Africa
Spain	SpainAR@Keyloop.com	Spanish	Madrid, Spain
Sweden	SwedenAR@keyloop.com	Swedish	Sweden
Switzerland	SwitzerlandAR@keyloop.com	Swiss	Zurich, Switzerland

Territory	Email address	Governing law	Jurisdiction (Courts unless otherwise specified)
Thailand	ARThailand@keyloop.com	Thai	Thai Arbitration Institute, Bangkok, consisting of 3 arbitrators; each party shall appoint 1, with the third jointly appointed by the 2 arbitrators. Arbitration to be conducted in English. The losing party shall bear the costs of the arbitration.
The Netherlands	NetherlandsAR@keyloop.com	Dutch	Utrecht, the Netherlands
Middle East	MEAR@keyloop.com	English	London Court of International Arbitration. 1 arbitrator to be agreed by the parties or, failing such agreement, appointed in accordance with LCIA rules. Location of arbitration in Dubai, conducted in English. The losing party shall bear the costs of arbitration. Does not prevent either party seeking interim relief in a court of competent jurisdiction.
UK	UKAR@keyloop.com	English	England

2 AUSTRIA

For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms, the prevailing interest rate shall be the statutory interest rate applicable to business to business contracts according to section 456 of the Austrian Business Code (*Unternehmensgesetzbuch – UGB*).

3 BELGIUM

- 3.1 Customer acknowledges that it is proficient in the English language or has consulted with an advisor who is sufficiently proficient in English, so as to allow Customer to understand these Master Terms and the Documentation comprising the Agreement.
- 3.2 For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms, the prevailing interest rate shall be equal to 1% per month, as well as a lump sum of 12% on the unpaid amount.

4 CANADA

- 4.1 For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing interest rate shall be equal to 1.5% per month (18% per annum), accruing on a daily basis and shall be compounded monthly.
- 4.2 For the purposes of clause 7.2 of the Master Terms and clause 6.5 of the PS Terms, payments made by direct debit shall be due 10 days from the date of invoice.
- 4.3 Customer acknowledges that a French version of this Agreement has been provided to Customer. If Customer chooses to execute only the English version of this Agreement, Customer shall be deemed to have required that the Agreement be drafted in English only.

5 FRANCE

For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms, the prevailing interest rate shall be the interest rate applied by the European Central Bank to its most recent refinancing transaction increased by 10 percentage points, from the Due Date until payment complete, as well as a lump sum indemnity of 40 euros per invoice for recovery costs.

6 GERMANY

- 6.1 For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms, the prevailing interest rate shall be 9 percentage points above the applicable base rate, whether before or after judgment. Keyloop reserves the right to assert damage in a higher amount.
- 6.2 Clause 9.4 of the Master Terms and clause 8.4 of the PS Terms (Intellectual Property Rights Indemnity) shall be deleted and replaced with:

"Keyloop's (including Keyloop's legal representatives or agents (Erfüllungsgehilfen)) liability arising from and in connection with the infringement of any third party

Intellectual Property Rights is further limited pursuant to the provisions of the liability clause."

- 6.3 Clause 10.4 of the Master Terms (Data) shall be deleted and replaced with:

"Customer shall defend Keyloop, its officers, directors and employees against any claim that Customer Data infringes any Intellectual Property Rights, and shall indemnify Keyloop for any amounts awarded against Keyloop in any final judgment or reasonable settlement of such claims. A settlement is reasonable if it appears to be commercially rational at the time of entering into the settlement, considering the risks, anticipated costs and expenses."

- 6.4 Clauses 11 of the Master Terms and clause 10 of the PS Terms (Liability) shall be deleted in its entirety and replaced with:

"1. Keyloop shall be liable in principle (Haftung dem Grunde nach) only for claims for damages of the Customer based on damage to life, limb or health or based on the breach of material contractual obligations ("cardinal obligations" (wesentliche Vertragspflichten), i.e. obligations that need to be fulfilled in order to facilitate the proper performance of the contract and which the Customer has a legitimate expectation will be fulfilled), as well as for other damages attributable to an intentional or grossly negligent breach of obligation by Keyloop, its legal representatives or agents (Erfüllungsgehilfen) and for damage for which it is liable under mandatory statutory provisions (e.g. under the German Product Liability Act (ProdHaftG), in case Keyloop has fraudulently concealed a defect or has assumed an independent guarantee for the condition of the goods (Beschaffenheitsgarantie)).

2. In case of a breach of cardinal obligations (wesentliche Vertragspflichten), Keyloop is liable only for the amount of foreseeable damage typical of this kind of contract if such damage was caused by simple negligence, unless the claim for damages of the Customer is based on damage to life, limb, health or on mandatory statutory provisions.

3. Unless the conditions set forth above are met, the liability of Keyloop in cases of simple negligence:

3.1 for direct damages is limited to in total 100% of the Charges paid by Customer in relation to the relevant Services during the 12 months immediately preceding the date on which the claim for damage first arose; and

3.2 for indirect damages caused not to the performance object itself (e.g. loss of profits, indirect consequential losses, etc.) is excluded.

4 Subject to sub-clause 1, the liability of Keyloop in case of simple negligence:

4.1 for any loss of or damage to Customer Data is limited to damages that could not have been avoided even if the Customer had properly backed up the data; and

4.2 for any loss of or damage to Customer Data is limited to the reasonable costs for restoring the lost or damaged Customer Data from the most recent successful Back-Up.

- 6.5 The following sentence is added to clause 12.1 of the Master Terms and clause 11.1 of the PS Terms (Confidentiality):

"Each party shall not modify, reverse engineer, decompile, disassemble or synthesize any Confidential Information."

7 ITALY

- 7.1 The definition of 'Business Day' shall be amended to read as follows:

"Monday to Friday but excluding any days on which credit institutions are required or permitted to be closed in the city of Milan."

- 7.2 A Quote, once signed by Customer, shall be considered as a proposal according to section 1326 of the Italian Civil Code. A Quote is not binding on Keyloop unless and until accepted by Keyloop.
- 7.3 In connection with safety costs, the parties expressly acknowledge and agree that, as the Services have an intellectual nature, safety costs pursuant to paragraph 5 of article 26 of Decree 81/2008 are equal to €0 (zero).
- 7.4 Customer warrants that it acts exclusively for purposes related to its business activity and, therefore, does not fall within the definition of "consumer" under Applicable Law (including legislative Decree No. 206 of 6 September 2005).

8 JAPAN

- 8.1 For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing interest rate shall be equal to 14.6% per annum calculated on a per diem basis (365 days in one year), accruing on a daily basis and shall be compounded monthly.
- 8.2 Anti-Social Forces
- (a) The parties each represent and warrant to the other with respect to this Agreement and any ancillary agreements, that neither itself nor its officers or employees qualifies as an "Anti-Social Force" (meaning, organised crime groups, members of organised crime groups, individuals who have ceased to

be members of organised crime groups during the preceding five (5) years, quasi-members of organised crime groups, organised crime group-related enterprises, corporate extortionists (*sokaiya*), organised crime groups feigning advocacy of a social movement, etc. (*shakai-undo-to-hyobo-goro*), organised crime groups that misuse specialised knowledge to obtain unlawful advantages (*tokushu-chino-boryoku-shudan*) and/or any others equivalent to the foregoing; the same shall apply hereinafter), and that they have no relationship with Anti-Social Forces that would qualify under any of the subparagraphs of clause 7.2(b) below.

- (b) In the event that either party judges, pursuant to reasonable grounds, that the other qualifies under any of the following, it may terminate all or part of this Agreement and any agreements ancillary hereto without peremptory notice. In this event, the terminated party shall make no claim against the other party in respect of damages arising from such termination: (i) when it is or has been an Anti-Social Force; (ii) when an Anti-Social Force controls its business; (iii) when an Anti-Social Force is substantially involved in its business; (iv) when it unjustifiably utilises an Anti-Social Force for the purpose of obtaining an illegitimate benefit either for itself or a third party, for the purpose of causing damages to a third party; (v) when it is involved with an Anti-Social Force by providing it with capital or other conveniences; (vi) when a person substantially involved in its management such as an officer has a socially unacceptable relationship with an Anti-Social Force; and/or (vii) when it engages (either itself or via a third party) in conduct qualifying under any of the following: making demands accompanied by violence; making unjustifiable demands that exceed any reasonable obligation within the bounds of the law; using threatening words or conduct, or using violence in relation to a transaction; disseminating rumours, using fraud or force to damage the credibility of the other party, or interfering with the business of the other party; and/or any other acts equivalent to the foregoing.

9 SAUDI ARABIA

For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms Customer shall pay a delay fee that equals 1% of the outstanding Charges for every day following the payment due date until payment is made in full. Customer agrees that the delay fee is a genuine pre-estimate of the actual losses which Keyloop would suffer as direct result of Customer's failure to pay any Charges when due.

10 THAILAND

For the purposes of clause 7.3 of the Master Terms and clause 6.7 of the PS Terms and Customer's obligation to pay interest on overdue amounts from the due date, the prevailing interest rate shall be equal to 5% per annum, accruing on a daily basis.

11 UAE

- 11.1 The parties acknowledge and agree that each party's entitlement to terminate the Agreement under clauses 14 and 16.4 of the Master Terms and clauses 13 and 15.4 of the PS Terms (as the case may be) is in accordance with the meaning of consent and mutual consent under the United Arab Emirates Civil Code (UAE Federal Law No. 5 of 1985) including Article 267 of that law, and that a court order will not be required to give effect to any termination of this Agreement under clauses 20 and 25.

12 UK

- 12.1 For the purposes of this clause, the following defined terms shall have the following meanings:

Consumer Duty	the overarching principle ('Principle 12' of the FCA's Principles for Business) and new rules that require FCA authorised firms to deliver good outcomes to retail customers, with effect from 31 July 2022, when they manufacture and/or distribute regulated financial products or services; and
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FCA	the Financial Conduct Authority (and any successor regulatory authority).
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- 12.2 The Services provided by Keyloop to Customer do not constitute regulated financial services products or services under the Financial Services and Markets Act 2000 (as amended) and associated secondary legislation. Accordingly, Keyloop is not authorised or regulated by the FCA.
- 12.3 Keyloop is a technology and digital solutions provider only. Keyloop does not materially influence or exercise any discretion over retail customer outcomes.
- 12.4 In providing the Services to Customers, Keyloop is neither a manufacturer nor distributor for the purposes of the Consumer Duty.