

EU DATA ACT AMENDMENT TO THE SERVICES AGREEMENT BETWEEN CUSTOMER AND OPUSCAPITA

1. SCOPE

This Amendment applies to EU-based Customers who purchase OpusCapita Services that fall within the scope of the EU Data Act. OpusCapita may make changes to this Amendment in the event of new secondary legislation, instructions of authorities, or development of the interpretation of the EU Data Act.

2. EXPORTABLE DATA

With respect to OpusCapita Business Network Services, the Customer's transaction data is continuously transferred to and from the Customer. Customer's transaction data is also continuously deleted by OpusCapita (within 90 days from processing) unless the Customer has purchased the transaction data to be stored in long-term archive.

The specification of the categories of data that can be exported is available at <https://opuscapita.com/information-security-and-data-protection/>.

3. PROCESS AND NOTICES FOR SWITCHING

In case, the Customer would like to initiate switching for the Services, the process is as follows:

- (b) Customer must in clear language indicate to OpusCapita that it would like to initiate the switching. This switching notice must be delivered to OpusCapita Customer Service and include the following information:
 - (i) whether the customer intends to switch to an on-premises ICT infrastructure of the Customer; or only erase exportable data; or switch to a different provider of data

processing services - in this case the Customer shall provide the necessary details of the destination provider.

- ii) the intended timeline for the switching, observing a 2 months notice period.

- iii) the relevant data in scope.

- (c) After the expiry of the notice period, a transitional period starts. The transitional period is 30 calendar days starting from the end of the notice period. The Customer may extend the transitional period once, for a period Customer considers more appropriate for its own purpose by notifying OpusCapita before the end of the original transitional period.
- (d) In case the transitional period indicated by the Customer is technically not feasible for OpusCapita, OpusCapita shall indicate an alternative transitional period, which shall not exceed seven months. OpusCapita Services will continue throughout the alternative switching period. OpusCapita must notify Customer within 14 working days after having received the switching notice of the technical unfeasibility.
- (e) After the end of the transitional period or as the alternative transitional period, the Customer has the option to request retrieval or erasure of Customer data for additional 30 days.
- (f) At the end of the retrieval period, and if the switching process has been completed successfully, OpusCapita undertakes to erase all exportable data and confirm to the Customer that it has done so, except for data which OpusCapita is obligated to store under EU or local laws.

4. SWITCHING AND EXIT

OpusCapita undertakes to provide reasonable assistance to the Customer and third parties authorized by the Customer once the switching process starts and throughout its duration so that the Customer can switch within the transitional period. To this effect, OpusCapita shall:

- (a) support Customer's exit strategy relevant to the OpusCapita Services, including by providing all relevant information;
- (b) provide clear information concerning known risks to continuity in the provision of the OpusCapita Services;
- (c) act with due care to maintain business continuity and continue to provide the OpusCapita Services;
- (d) ensure the security of the data during their transfer and the continued security of the data during the retrieval period in accordance with applicable Union or national law;

The Customer undertakes to take all reasonable measures to achieve effective switching. The Customer undertakes to be responsible for the import and implementation of Customer data in its own systems or in the systems of the destination provider.

Typically, the switching process does not cause interruption in the continuity of OpusCapita Services. OpusCapita keeps the Services available until they are shut down, which can take place gradually. It is the Customer's responsibility to instruct and give guidance to its trading partners regarding switching to the new service provider to ensure that transaction documents continue to be sent and received correctly.

Customer shall respect, and ensure that any third parties authorised by Customer, shall respect the

intellectual property rights and trade secrets of OpusCapita, as well as confidentiality obligations.

5. TERMINATION OF THE SWITCHING PROCESS AND THE AGREEMENT

The Agreement shall be terminated and the Customer shall be notified of the termination, in one of the following cases:

- (a) where applicable, upon the successful completion of the switching process; or
- (b) at the end of the notice period referred to above, where the Customer does not wish to switch but to erase its exportable data upon service termination.

As soon as the Customer notifies OpusCapita that the switching process is successfully completed, OpusCapita undertakes to notify the Customer immediately of the termination of the Agreement. If the Customer does not notify OpusCapita about successful switching or the lack thereof, while OpusCapita has justified grounds to believe that the switching was successfully completed by the Customer, OpusCapita may send the Customer request for confirmation whether the successful switching took place. If the Customer will not confirm successful switching within 30 working days of such request, it is deemed that the switching was not successful, and the Agreement will not be terminated and will continue on its existing terms.

If the Customer does not want to switch and only requests to erase its exportable data, then OpusCapita undertakes to notify the Customer of the termination of the Agreement at the end of the notice period.

6. FEES

Switching charges will consist of the actual costs incurred by OpusCapita that are directly linked to the switching process concerned. Switching charges will be charged on a time and

material basis and cover actual costs and expenses and the work performed by OpusCapita and its subcontractors, which will be charged pursuant to actual cost and the rates set forth in accordance with the Agreement. From 12 January 2027 onwards, OpusCapita will not impose any switching charges on the Customer for the switching process.

If the Agreement (or part thereof) terminates before the expiry of a mutually agreed fixed contract duration (“termination date”), proportional exit fees shall apply as follows:

- In the event the termination date occurs during the first year of the fixed term, the early termination fee equal to 50% of the fees for the Services that would otherwise be due with respect to the terminated Services from the termination date through the expiry of the fixed term.
- In the event the termination date occurs during the second year of the fixed term, the early termination fee equal to 40% of the fees for the Services that would otherwise be due with respect to the terminated Services from the termination date through the expiry of the fixed term.
- In the event the termination date occurs during the third year of the fixed term or thereafter, the early termination fee equal to 30% of the fees for the Services that would otherwise be due with respect to the terminated Services from the termination date through the expiry of the fixed term.

Early termination fees are calculated based on recurring fees and other fees for continuous Services. With respect to usage/volume-based fees, the early termination fee shall be based on 70% of the estimated volume. With respect to Professional Services, Customer shall pay for the work performed and expenses incurred by

OpusCapita on time and material basis, or in case of fixed price, the unpaid part of the fixed price, if any.

The standard Service fees are set forth in the Agreement or in the latest price change notification given by OpusCapita, if applicable, and they will continue to be payable until the Agreement is considered terminated.

* * *