



Eftsure KYP Service Addendum v3.0 (14 March 2025)

CONFIDENTIAL

United States of America

This version 3.0 of the Eftsure KYP Service Addendum only applies to Agreements entered into on or after 14 March 2025.

1. Service description

1.1 Scope of the Eftsure KYP Service

The Eftsure “Know Your Payee” (KYP) service is a one-to-many software as a service product designed to reduce the risk of potential payee fraud and payment errors as further described in Section 1, but subject to the limitations and exclusions specified in this Agreement (the “Eftsure KYP Service”).

1.2 Setup Service

Eftsure will, within 3 Business Days from the Commencement Date, commence provision of the Setup Service for the Eftsure KYP Service, subject to Your compliance with Section 1.8. The Setup Service for the Eftsure KYP Service is limited to the following (and any additional Setup Service referred to in Section 1.11, where applicable):

- (a) Portal Account set-up: Eftsure will provide You and Your Affiliates with reasonable support to enable You and Your Affiliates to set up the Portal Account.
- (b) ‘Health check’ of the Vendor Master File: Eftsure will perform a health check to confirm the accuracy of Payee Details contained in Your or Your Affiliates’ Vendor Master File (as provided to Eftsure by You or any of Your Affiliates) as follows:
 - (i) by way of Cross Check, and if an intended payee’s Payee Details in a Vendor Master File are verified by Eftsure as being accurate through Cross Check, Eftsure will have no obligation to further check the accuracy of that intended payee’s Payee Details in the Vendor Master File; or
 - (ii) if the mailout process is listed as an Entitlement, Eftsure will help You and Your Affiliates email Your and Your Affiliates’ then existing intended payees located in Australia, New Zealand and the United States of America (USA) for the purpose of requesting such intended payees to confirm whether the Payee Details listed in, or accessible via any hyperlink in, the email are accurate (“Mailout Process”), and if an intended payee confirms:
 - (A) that its Payee Details are accurate in response to the Mailout Process, Eftsure will have no obligation to further check the accuracy of that intended payee’s Payee Details in the Vendor Master File; or
 - (B) that its Payee Details are inaccurate, and provides new or updated Payee Details, in response to the Mailout Process, Eftsure may verify the accuracy of any new or updated Payee Details pursuant to Section 1.5(b)(i) or 1.5(b)(ii); and
 - (iii) where Eftsure is unable to confirm the accuracy of an intended payee’s Payee Details in a Vendor Master File through Cross Check or through the Mailout Process, a User may self-certify the intended payee’s Payee Details in accordance with Section 1.5(b)(iii) or You or Your Affiliates may verify the intended payee’s Payee Details through other verification processes independent of the Eftsure KYP Service.
- (c) At the conclusion of the health check process described in Section 1.2(b), Eftsure will allow Users to view the results of that process on the Portal Account or on the API Connected Software (if applicable), namely, which intended payee’s Payee Details have been verified as being accurate through Cross Check or the Mailout Process, and any discrepancies in Payee Details identified by Eftsure during Cross Check, the Mailout Process or during Eftsure’s verification process pursuant to Sections 1.5(b)(i) or 1.5(b)(ii). Eftsure will also identify on the Portal Account or on the API Connected Software (if applicable) any Payee Details that have been self-certified by Users in accordance with Section 1.5(b)(iii).

- (d) Expiry of Setup Service: The Setup Service for the Eftsure KYP Service is only available for the 90-day period commencing on the Commencement Date, unless otherwise agreed in writing by You and Eftsure. Eftsure may charge additional Setup Service Fees for the Eftsure KYP Service for each subsequent period that You or any of Your Affiliates require the Setup Service.

1.3 Payee onboarding

- (a) Eftsure will allow Users to onboard new intended payee records to, and update existing intended payee records on, the Portal Account via an online onboarding form (or other form suggested by Eftsure, such as an online change request form), which may be completed by an intended payee, entering the following details into the form as applicable:
 - (i) the intended payee's Australian, New Zealand or USA government or bank issued Payee Details and contact details; or
 - (ii) the intended payee's International Payee Details, if that intended payee is domiciled in any Eftsure Overseas Supported Location.
- (b) Following Eftsure's receipt of an intended payee's records from an onboarding form (or other form suggested by Eftsure), Eftsure will attempt to verify the accuracy of the intended payee's Payee Details contained in that onboarding form through Cross Check and, if those details are verified through Cross Check as being accurate, then Eftsure will have no obligation to further check the accuracy of the intended payee's Payee Details.
- (c) Where Eftsure is unable to verify the accuracy of the intended payee's Payee Details contained in the onboarding form through Cross Check, You or Your Affiliates may:
 - (i) request Eftsure to verify the accuracy of the intended payee's Payee Details contained in the onboarding form, and Eftsure may conduct such verification pursuant to Section 1.5(b)(i) or 1.5(b)(ii);
 - (ii) request a User to self-certify the intended payee's Payee Details in accordance with Section 1.5(b)(iii); or
 - (iii) verify the intended payee's Payee Details through other verification processes independent of the Eftsure KYP Service.
- (d) Eftsure will allow Users to view results of the process described in Sections 1.3(b) and 1.3(c) on the Portal Account or on the API Connected Software (if applicable), namely which intended payee's Payee Details have been verified as being accurate, and any discrepancies identified, through Cross Check or during Eftsure's verification process pursuant to Section 1.5(b)(i) or 1.5(b)(ii). Eftsure will also identify on the Portal Account or on the API Connected Software (if applicable) any Payee Details that have been self-certified by Users in accordance with Section 1.5(b)(iii).
- (e) Eftsure will also make available on the Portal Account or on the API Connected Software (if applicable) entries of individual intended payees' Payee Details that were verified as accurate during the process described in Sections 1.3(b) and 1.3(c), for approval by any User. Users may download such entries as a .pdf and/or .csv file for Your or Your Affiliates' internal record keeping purposes.

1.4 Payment file review

- (a) Eftsure will make available to You and Your Affiliates a payment file review service, which enables Users to identify discrepancies in Payee Details contained in payment files, which You or Your Affiliates supply to Eftsure and that are in a format supported by the Eftsure KYP Service. The payment file review service should only be used immediately prior to You or Your Affiliates making payments to intended payees.
- (b) The payment file review service operates in the same manner as the process described in Sections 1.3(b) and 1.3(c) and is subject to the provisions of those Sections but, for the

purposes of this Section 1.4, any reference to an onboarding form or other form suggested by Eftsure shall be deemed to relate to the payment file referred to in Section 1.4(a).

- (c) Eftsure will allow Users to view the results of the payment file review service (as set out in Section 1.4(a)) on the Portal Account, or on the API Connected Software (if applicable), including any discrepancies detected by Cross Check or Eftsure's payee verification process (as described in Sections 1.5(b)(i) and 1.5(b)(ii)). Eftsure will also identify on the Portal Account, or on the API Connected Software (if applicable) any Payee Details that have been self-certified by Users in accordance with Section 1.5(b)(iii).

1.5 Payee verification

- (a) Verification eligibility: Subject to the Entitlements, Eftsure will:
 - (i) if an intended payee is located in Australia, New Zealand, the USA or any Eftsure Overseas Supported Location, attempt to verify the accuracy of the intended payee's Payee Details in accordance with Section 1.5(b)(i) or 1.5(b)(ii); or
 - (ii) if an intended payee is located in a jurisdiction other than Australia, New Zealand, the USA or an Eftsure Overseas Supported Location, have no obligation to carry out any verification of the accuracy of the intended payee's Payee Details, and any Users may, if they wish, self-certify the accuracy of the intended payee's Payee Details in accordance with Section 1.5(b)(iii), or You or Your Affiliates may verify the intended payee's Payee Details through other verification processes independent of the Eftsure KYP Service.
- (b) Verification methods: The verification methods that are available to You and Your Affiliates to verify the accuracy of intended payees' Payee Details are as follows:
 - (i) *Bank Link Verification Tool*:
 - (A) If the intended payee (or a person who represents that they are the intended payee's authorized representative) elects to use the Bank Link Verification Tool, Eftsure will verify the accuracy of the intended payee's bank account details by obtaining such details from, and through, the Bank Link Verification Tool. Once the intended payee's bank account details are received by Eftsure through the Bank Link Verification Tool and checked for consistency, Eftsure will have no obligation to further check the accuracy of the intended payee's Payee Details.
 - (B) If the intended payee (or a person who represents that they are the intended payee's authorized representative) does not elect to use the Bank Link Verification Tool, or where the Bank Link Verification Tool is unavailable or unable to receive the intended payee's bank account details, Eftsure may attempt to verify the accuracy of the intended payee's Payee Details in accordance with Section 1.5(b)(ii), or Users may, if they wish, self-certify the accuracy of the intended payee's Payee Details in accordance with Section 1.5(b)(iii) or You or Your Affiliates may verify the intended payee's Payee Details through other verification processes independent of the Eftsure KYP Service.
 - (ii) *Verification by Eftsure's Personnel*: Where requested by You or Your Affiliates or where an intended payee elects to manually verify its Payee Details during the onboarding process (as described in Section 1.3), Eftsure will:
 - (A) procure Eftsure's verifications Personnel to verify the accuracy of the intended payee's Payee Details by attempting contact with the intended payee (such as, by way of telephone contact); and
 - (B) where the attempted contact is successful, ensure that its verifications Personnel use their commercially reasonable efforts to:
 - (i) check the accuracy of the intended payee's Payee Details by making enquiries directly with the intended payee; and

- (ii) where alerted by Eftsure's automated system for potential payment fraud warnings, conduct "fraud checks" (such as IP address and VPN checks) and any other necessary fraud related investigations of the intended payee in accordance with Eftsure's fraud identification and analysis processes.
- (iii) *Self-certification of Payee Details*: Users may self-certify an intended payee's Payee Details, which involves Users, at Your and Your Affiliates' sole-risk, checking the accuracy and validity of the intended payee's Payee Details. As between You, Your Affiliates and Eftsure, You and Your Affiliates are fully responsible and liable for any self-certification of an intended payee's Payee Details (or part thereof) by any User and for all consequences thereof, including all loss and damage that You and Your Affiliates may suffer as a result of any payment to a bank account that is not the bank account of the intended payee.
- (iv) *Other verification processes*: You and Your Affiliates may also check the accuracy and validity of an intended payee's Payee Details independently of the Eftsure KYP Service. As between You, Your Affiliates and Eftsure, You and Your Affiliates are fully responsible and liable for any other verification of the intended payee's Payee Details (or part thereof) conducted independently of the Eftsure KYP Service, and for any and all consequences thereof including all loss and damage that You and Your Affiliates may suffer as a result of any payment to a bank account that is not the bank account of the intended payee.
- (c) When the Eftsure KYP Service displays the results of any verification performed by the service, it will do so in the form of a green thumbs up (for verified Payee Details), sideways green thumb (for self-certified Payee Details), an orange thumb (unverified Payee Details) or a red thumbs down (indicates possible payment fraud or error and requires Your and Your Affiliates' review) or in any other manner reasonably determined by Eftsure. Users can view these results by logging into the Portal Account or on the API Connected Software (if applicable).

1.6 Document library

- (a) Subject to the Entitlements, Eftsure will provide You and Your Affiliates with access to a document library in the Portal Account, which allows Users to temporarily store electronic documents that have been collected from intended payees during the onboarding process set out in Section 1.3(a).
- (b) You must ensure that all documents held in the document library have only been collected for the purposes of the onboarding process set out in Section 1.3(a) and do not contain sensitive financial information (such as unredacted credit card statements), health information, sensitive information or similar categories of personal information or personal data protected under applicable law.
- (c) You must also ensure that any User promptly, after storing documents in the document library that have been collected from an intended payee during the onboarding process set out in Section 1.3(a), downloads the documents and/or transfers them from the Portal Account to Your and/or any of Your Affiliates' information technology systems and, if possible, deletes all copies of documents saved on the document library.

1.7 Support

Eftsure will provide Users with help desk email support services for the Eftsure KYP Service during Business Hours. Support requests can be sent to customersupport@eftsure.com.

1.8 Cooperation

- (a) You must, and must procure that Your Affiliates, all Users and intended payees, fully cooperate with Eftsure's Personnel, at all times during the Term, including by:
 - (i) complying with Eftsure's reasonable instructions;
 - (ii) taking all reasonable steps to ensure Users attend scheduled meetings with Eftsure's Personnel and promptly notifying Eftsure's Personnel if You become aware, or

reasonably anticipate, that Users are unable to attend such meetings (or otherwise communicate or engage with Eftsure's Personnel);

- (iii) treating Eftsure's Personnel with respect;
 - (iv) promptly providing any necessary information (such as Vendor Master Files) reasonably requested by Eftsure;
 - (v) participating in any required training provided by Eftsure; and
 - (vi) following Eftsure's directions to enhance intended payee cooperation in the onboarding and verification processes, minimize payment fraud risks and ensure that the onboarding and verification processes are conducted thoroughly and accurately, which includes following Eftsure's specified due diligence process for customer nominated phone numbers.
- (b) You agree and acknowledge that:
- (i) Your, Your Affiliates', all Users' and intended payees' full cooperation with Eftsure's Personnel in accordance with Section 1.8(a) is necessary to achieve the full benefit of the Eftsure KYP Service, including accurate and timely completion of verifications of Payee Details and to help reduce the risk of payment fraud; and
 - (ii) Eftsure will not be liable for any loss and/or damage suffered by You as a result of Your breach of Section 1.8(a), including where any of Eftsure's Personnel are unable to, or do not, communicate with any intended payee in relation to a verification as a result of the intended payee abusing or harassing such Personnel.

1.9 Training

Eftsure will make Documentation available to Users, which assist Users with accessing and using the Eftsure KYP Service. Users may receive additional training if such training is expressly included in the Entitlements.

1.10 Reports

Eftsure will make a report functionality available on the Portal Account, which enables Users to download electronic audit reports that document historical payee onboardings, verifications and other activities conducted by Users on the Portal Account.

1.11 Eftsure inside Microsoft Dynamics365® F&O

This Section 1.11 applies only if You have an Entitlement to receive Eftsure inside Microsoft Dynamics365® F&O.

- (a) Integration sublicense: Eftsure grants You and Your Affiliates a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free sub-license to integrate the Eftsure KYP Service into a single instance of Your Microsoft Dynamics 365® Finance and Operations environment ("Your Environment") via the API made available to You and Your Affiliates by or on behalf of Eftsure solely to enable the use of the Eftsure KYP Service within Your Environment ("Microsoft Dynamics 365 Integration"). The API, and the functionality provided by such API, will be deemed to form part of the Eftsure KYP Service for the purposes of this Agreement.
- (b) Microsoft Dynamics 365 Integration services: Where Eftsure or any of its Personnel provide services to You in connection with the Microsoft Dynamics 365 Integration, such services will be deemed:
 - (i) a Setup Service for the Eftsure KYP Service, where the services are performed to implement the Microsoft Dynamics 365 Integration into Your Environment or are otherwise implementation support services; and
 - (ii) an ongoing component of the Eftsure KYP Service, where such services are not performed to implement the Microsoft Dynamics 365 Integration into Your Environment.

- (c) Standard and comprehensive Setup Service inclusions: Eftsure will provide, or require Eftsure's Personnel to provide, implementation support services to You for the Microsoft Dynamics 365 Integration as follows:
 - (i) *Standard Setup Service:* if no development or custom onboarding fields are required by You, implementation services will consist of up to 4 hours of support to connect the Eftsure KYP Service with Your Environment, up to 16 hours of key User training, up to 12 hours of project and User testing assistance and up to 16 hours of go-live assistance; and
 - (ii) *Comprehensive Setup Service:* if development or custom onboarding fields are required by You, implementation services will consist of up to 8 hours of support services to connect the Eftsure KYP Service with Your Environment, up to 32 hours of key User training, up to 24 hours of project and User testing assistance, up to 16 hours of go-live assistance, up to 16 hours of post go-live assistance; and at Eftsure's election: up to 40 hours of payee collaboration setup and workflow configuration, up to 16 hours of payee collaboration training and personalization and up to 80 hours of payee collaboration personalization development/configuration.
- (d) As part of Your Environment, You must maintain at all times:
 - (i) a user acceptance testing (UAT) / test instance of Your Environment, which enables You to restore Your production environment at any time, including for trouble shooting and disaster recovery purposes;
 - (ii) a development environment with administrator permissions (with trace parsers) for troubleshooting and disaster recovery purposes; and
 - (iii) a User in Your live environment with the Eftsure support role (read-only permissions), dedicated to Eftsure support in order to facilitate technical support issue resolution, which complies with Eftsure's reasonable requirements.
- (e) Eftsure may terminate the supply of the API made available to You in connection with the Microsoft Dynamics 365 Integration at any time on 18 months prior written notice.

2. Limitations of the Eftsure KYP Service

2.1 The Eftsure KYP Service does not address or eliminate all errors or fraud

- (a) You acknowledge and agree that:
 - (i) without limiting Eftsure's payee verification obligations under Section 1, the Eftsure KYP Service does not address or reduce the risk of payee fraud or payment errors caused by any:
 - (A) malware, ransomware, phishing, cyber attacks, network security breaches or other cyber security events; or
 - (B) other events that Eftsure is not liable for in accordance with Section 3.1(b), which You, Your Affiliates, any Users or any of Your or Your Affiliates' banks, financial institutions, telecommunication service providers, cyber security providers, hosting or network service providers, or other technology service providers may suffer; and Eftsure will not be liable to You or any of Your Affiliates in respect of any such errors or fraud; and
 - (ii) Eftsure will not be liable or in breach of this Agreement for any payment made by You or any of Your Affiliates to the account of an intended payee whose account has not been verified by the Eftsure KYP Service as being an account owned or operated by the intended payee, including where Eftsure's Personnel are unable to complete a verification because an intended payee is unwilling to confirm its Payee Details or You or any of Your Affiliates fail to cooperate, or You or any of Your Affiliates fail to ensure that Users cooperate, with Eftsure's Personnel in the manner required by Section 1.8.

2.2 Reliance on payee statements

(a) Eftsure:

- (i) subject to Section 2.2(a)(ii), is entitled to assume that any person, who confirms the intended payee's Payee Details to Eftsure or Eftsure's Personnel (each a "Verifier"), has the actual or apparent authority to confirm those details for and on behalf of the intended payee;
- (ii) is not required to make further enquiries as to the actual or apparent authority of the Verifier or otherwise in relation to any Payee Details or other information concerning the intended payee (including the accuracy of such Payee Details or other information), unless:

(A) Eftsure's verifications Personnel identify a substantial discrepancy between:

- (i) the details supplied by the Verifier to Eftsure's verifications Personnel for confirmation under Section 2.2(a)(i); and
- (ii) either:
 - 1. the Payee Details in a payment file received by Eftsure under Section 1.4(a);
 - 2. the Payee Details in an onboarding form (or other form suggested by Eftsure) that have been received by Eftsure under Section 1.3(b); or
 - 3. the Payee Details received by Eftsure that were provided in response to the Mailout Process pursuant to Section 1.2(b)(ii)(B) in respect of the intended payee,

whichever is applicable;

(B) Eftsure has been alerted to potential payment fraud warnings (including, warnings generated by Eftsure's automated fraud warning system or otherwise identified through any fraud investigation process conducted by Eftsure's verifications Personnel) in respect of the intended payee; or

(C) Eftsure's verifications Personnel are aware (based on their experience and training) that the Verifier is demonstrating fraudulent behavior,

and in such circumstances, Eftsure will allow Users to identify the potential payment fraud in respect of that intended payee by viewing a red thumbs down for that intended payee on the Portal Account, or on the API Connected Software (if applicable); and

- (iii) is not liable for any payment made by You or Your Affiliates to the account of an intended payee, where:

- (A) Eftsure verifies an intended payee's Payee Details as being owned or under the control of the intended payee in reliance upon a statement by the Verifier purporting to expressly or impliedly exercise actual or apparent authority of the intended payee, subject to Sections 2.2(a)(i) and 2.2(a)(ii); or
- (B) Eftsure displays on the Portal Account, or on the API Connected Software (if applicable) an orange thumb or red thumbs down in respect of the intended payee or intended payee's Payee Details.

3. The “Eftsure Guarantee”

3.1 Payment verification indemnity

Note: The payment verification indemnity is limited to Fraud Induced Payment Loss only, and only applicable to a Green Thumbs Up Eftsure Verification.

- (a) Payment verification indemnity: Subject to this Section 3.1, Eftsure will indemnify You and Your Affiliates from and against any Fraud Induced Payment Loss that You or Your Affiliates directly suffer or incur as a result of a payment to a bank account that is not owned or controlled by the intended payee in reliance on a Green Thumbs Up Eftsure Verification.
- (b) Payment verification indemnity and liability exclusions: The indemnity under Section 3.1(a) does not apply to, and Eftsure will not be liable to You or any of Your Affiliates under Section 3.1(a) or otherwise for, any Fraud Induced Payment Loss or other loss or damage that arises out of or otherwise in connection with:
 - (i) any claim made for that Fraud Induced Payment Loss where the claim (or any part of the claim) is made other than under the indemnity in Section 3.1(a);
 - (ii) a payment made by or on behalf of You or any of Your Affiliates after any of the Payee Details for that payment received either an initial or subsequent verification result from the Eftsure KYP Service, which indicates that any of those Payee Details for that payment do not, or may not, relate to the intended payee (and such indication may take the form of an orange thumb or red thumbs down displayed on the Portal Account, or on the API Connected Software (if applicable));
 - (iii) any payment that is made to a bank account that is verified as being the account of the intended payee by a Green Thumbs Up Eftsure Verification but:
 - (A) the payment to the intended payee occurs more than 7 days after the payment was verified by the Green Thumbs Up Eftsure Verification; or
 - (B) the payment to the intended payee occurs at a time on or after the exact moment:
 - (i) Eftsure displays (on the Portal Account, or on the API Connected Software (if applicable)) an orange thumb or red thumbs down in respect of the intended payee or in respect of the intended payee's Payee Details;
 - (ii) Eftsure displays (on the Portal Account, or on the API Connected Software (if applicable)) a sideways green thumb to indicate that the intended payee's Payee Details have been self-certified by You; or
 - (iii) the intended payee's verified Payee Details in Eftsure's verified payee records database have been modified or replaced with new or modified details, (each “Changed Details”), and:
 - 1. the transferred payment to the intended payee was not re-verified against the Changed Details (and the transferred payment did not receive a Greens Thumbs Up Eftsure Verification against the Changed Details) prior to the payment being made to the intended payee; or
 - 2. another exclusion in this Section 3.1(b) or this Agreement applies; or
 - (iv) Your, any of Your Affiliates' or any User's:
 - (A) failure to comply with any of Your obligations under this Agreement or Your or any of Your Affiliates' or any User's failure to access or use the Eftsure Services in accordance with this Agreement, the Documentation or any applicable laws;

- (B) supply to Eftsure of an incorrect or outdated intended payee's phone number, which is used or attempted to be used by Eftsure to conduct a verification of the intended payee pursuant to Section 1.5(b)(ii); or
- (C) failure to provide Eftsure with complete, accurate and up-to-date information that is relied upon by Eftsure in accordance with Section 2.2 to determine the accuracy of an intended payee's Payee Details; or
- (v) any inaccurate, outdated or incomplete information provided by an intended payee to Eftsure or any of Eftsure's Personnel and that Eftsure or any of Eftsure's Personnel has relied upon, in accordance with Section 2.2, to complete the verification of that intended payee's Payee Details;
- (vi) any payment made by You or Your Affiliates to an intended payee who is subject to any sanction, embargo, export control or similar laws in any jurisdiction;
- (vii) any event or series of events unrelated to the Eftsure KYP Service, including:
 - (A) any failure by You, Your Affiliates or Users to undertake necessary due diligence checks and monitoring of any intended payee to ensure the intended payee is, and remains, suitably qualified, accredited, trained, fit and proper, and holds any necessary skills and experience, to supply You or any of Your Affiliates with goods or services (as applicable);
 - (B) an intended payee's failure to carry out services or supply goods described in, or perform any other obligations in accordance with, any arrangement or agreement between You or any of Your Affiliates and that intended payee;
 - (C) an intended payee ceasing to conduct any business before or at the time of the Fraud Induced Payment Loss;
 - (D) Your failure to enable and maintain industry standard technical and organization controls and other security measures where available and applicable (including any failure by You, Your Affiliates or Users to enable multi factor authentication for intended payees to access the Eftsure portal) to protect:
 - (i) Your Technology and the Eftsure portal from unauthorized access or use; or
 - (ii) any data stored and/or transmitted by any User from any unauthorized access, modification, disclosure or loss;
 - (E) a payment error or payment to an incorrect bank account caused or contributed by any bank, financial institution or by any of Your or any of Your Affiliates' other service provider(s);
 - (F) without limiting Eftsure's payee verification obligations under Section 1, any malware, ransomware, phishing, network security breaches or other cyber security incidents suffered by You, Your Affiliates or Your or Your Affiliates' banks, financial institutions, telecommunication service providers, cyber security providers, hosting or network service providers, or other technology service providers; or
 - (G) any failure by Eftsure to collect an intended payee's Payee Details or display (or accurately display) any verification result on the Portal Account, or on the API Connected Software as a result of any technical or configuration error, downtime or any unavailability involving Your Technology, the API Connected Software or Your Other Software, provided that error, downtime or unavailability was not solely or substantially caused by Eftsure; or
- (viii) any fraudulent, negligent, dishonest, corrupt or wrongful act or omission of or by You, Your Affiliates or any User, including any of the following acts:
 - (A) access or use of the Eftsure KYP Service with the intention of exploiting the Eftsure KYP Service in a manner inconsistent with its intended use, including through

fraudulent use of the Eftsure KYP Service, intentional manipulation of Eftsure's verification processes or intentional use of the Eftsure KYP Service for the sole or primary purpose of making a claim against Eftsure under this indemnity or this Agreement; or

- (B) an act of encouraging any third party (including, an intended payee) to commit fraud or to participate in the use or access of the Eftsure KYP Service in any way or for any purpose described in Section 3.1(b)(viii)(A); or
- (ix) any payment that is made:
 - (A) after this Agreement has been terminated; or
 - (B) after You become aware of a breach of network security having been sustained by any User, any intended payee or by any person that provides, or has provided, payment instructions in respect of a relevant intended payee.
- (c) Indemnity claims process: If You seek to recover any Fraud Induced Payment Loss from Eftsure under the indemnity in Section 3.1(a), You must:
 - (i) within 14 days of discovering the Fraud Induced Payment Loss, submit a written claim for indemnification to Eftsure, which includes details that sufficiently and clearly identify the Fraud Induced Payment Loss and is accompanied by all relevant records in Your and Your Affiliates' possession, custody or control that explains, and demonstrates, the causes of the Fraud Induced Payment Loss;
 - (ii) upon request by Eftsure, You must procure that one of Your directors or an executive and a director or executive of each of Your Affiliates submit an affidavit at Eftsure's request, confirming under oath or affirmation that You, Your Affiliates and all Users have not used the Eftsure KYP Service in breach of this Agreement;
 - (iii) upon request by Eftsure, promptly provide to Eftsure any further documents, correspondence, information and materials in Your, Your Affiliates' and any Users' possession, custody or control that relate to the claim;
 - (iv) report the fraud underlying the Fraud Induced Payment Loss to the police (and other relevant law enforcement agencies) and provide the corresponding police report (and any reports received from any other relevant law enforcement agencies) to Eftsure as part of the claim submission;
 - (v) fully cooperate with Eftsure in relation to its investigation of the claim, which includes honestly answering Eftsure's questions about the Fraud Induced Payment Loss, providing additional documentation (including, at Eftsure's request, submitting any further affidavits to Eftsure), responding to queries, engaging in any discussions necessary in connection with Your claim and producing all relevant and pertinent records to Eftsure at reasonable times and places designated by Eftsure; and
 - (vi) ensure that any information that You provide to Eftsure in respect of the claim is accurate and submitted to Eftsure within the timeframes reasonably required by Eftsure.
- (d) Fraud Induced Payment Loss cap: Eftsure's total liability to You, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with the indemnity given under Section 3.1(a) is limited in the aggregate, for one or more claims under that indemnity in respect of any Fraud Induced Payment Loss, to the lesser of:
 - (i) the amount of the Fraud Induced Payment Loss;
 - (ii) the maximum amount recoverable by Eftsure under any relevant insurance policy effected or maintained by Eftsure; or
 - (iii) \$1,000,000,

and Eftsure will not, to the extent permitted by law, have any further liability under or in connection with the indemnity given under Section 3.1(a), regardless of when the liability is discovered and whether or not previously notified.

3.2 Liability framework for failures of the Eftsure KYP Service

Notwithstanding any other provision of this Service Addendum, Eftsure's sole liability for any and all failures of the Eftsure KYP Service (including for any and all loss and damage that You and Your Affiliates suffer or incur as a result of an inaccurate verification result generated for You and/or Your Affiliates by the Eftsure KYP Service), and otherwise in connection with the Eftsure KYP Service, is, to the extent permitted by law, limited and excluded pursuant to the following framework:

- (a) where the liability is for Fraud Induced Payment Loss that is the subject of a claim under the indemnity set out in Section 3.1(a) of this Service Addendum: Eftsure's liability is limited and excluded by Sections 3.1(b), 3.1(c) and 3.1(d) of this Service Addendum and any other applicable liability limitation and exclusion terms under this Agreement, but not the mutual liability cap set out in the Eftsure Terms of Service; and
- (b) where the liability is not for Fraud Induced Payment Loss that is the subject of a claim under the indemnity set out in Section 3.1(a) of this Service Addendum: Eftsure's liability is excluded in accordance with Sections 2 and 3.1(b) of this Service Addendum and any other applicable liability exclusion terms under this Agreement (other than Sections 3.1(a), 3.1(c) and 3.1(d) of this Service Addendum), and to the extent not otherwise excluded, Eftsure's liability is limited, in the aggregate, to the value of the mutual liability cap set out in the Eftsure Terms of Service.

3.3 Survival

The indemnity given under Section 3.1(a) does not survive termination of this Agreement.

4. Data requirements

4.1 Complete and accurate information

You must supply Eftsure with complete and accurate information and Your Data (as required by Eftsure to provide the Eftsure KYP Service) and You agree that Eftsure may retain, use and disclose Your Data as set out in this Agreement.

4.2 Reliance on Your Data by Eftsure

Eftsure is entitled to rely on information and Your Data provided by You, Your Affiliates or any User and Your, Your Affiliates' or any Users' right to provide it to Eftsure, except to the extent otherwise specified in this Agreement.

4.3 Collection of payee data

You agree that Eftsure collects and retains payee-related data, including:

- (a) names, email addresses, other contact information, account details, account numbers and other business information of intended payees, as provided by customers for checking;
- (b) records as to amounts paid to intended payees in order to identify and then flag possible duplicate payments or unusual payment amounts and for associated service assurance, billing and administration by Eftsure; and
- (c) records of Payee Details that are verified, and records of Payee Details that appear incorrect or unverifiable, for disclosure of those records to any Eftsure customer.

4.4 Use and disclosure of payee data

Any of Your Data provided to Eftsure, which contains the records of the identity of intended payees and records of verified Payee Details and of failed verifications, may be retained, used and disclosed by Eftsure only:

- (a) to provide the Eftsure KYP Service to You and Eftsure's other customers, including to cross verify Eftsure's other customer data against Your Data;
- (b) to upgrade Eftsure's existing products and services supplied to You and Eftsure's other customers, and to develop new products and services to supply to You and Eftsure's other customers;
- (c) for otherwise related secondary purposes, which include:
 - (i) data analytics and other statistical analysis into verifications and trends in fraud;
 - (ii) preparation of reports using aggregated data;
 - (iii) maintaining audit trails for verifications undertaken by Eftsure and the outcomes of those verifications;
 - (iv) maintaining business records as required by laws (including, privacy laws); and
 - (v) assisting Eftsure's customers, financial institutions or law enforcement agencies with the investigation of any suspected fraud or other serious wrongdoing; and
- (d) as otherwise required or authorized by law.

5. Service levels

5.1 Review of payment files

Eftsure will, during Business Hours, use commercially reasonable efforts to review each payment file by Cross Check within 5 minutes of a User's submission of the payment file on the Portal Account, provided that payment file is in a format supported by the Eftsure KYP Service.

5.2 Portal Account uptime/availability

Eftsure will use commercially reasonable efforts to maintain Portal Account quarterly uptime/availability of 99%. This excludes any downtime caused or contributed to by:

- (a) a circumstance or event beyond Eftsure's reasonable control;
- (b) Your breach of this Agreement (or breach of this Agreement by any person who You are responsible for, including Your Affiliates and any Users); or
- (c) planned or notified maintenance.

5.3 Standard new payee verifications

Eftsure will attempt to contact a new intended payee, within 2 Business Days following Eftsure's receipt of that payee's onboarding form (or other form suggested by Eftsure), to verify the Payee Details of that new intended payee. If the first attempted contact is unsuccessful, Eftsure will attempt follow up contact with the new intended payee every second day. However, Eftsure will fail the verification of the new intended payee after 3 unsuccessful contact attempts.

5.4 Urgent verification requests

This Section 5.4 only applies where an Entitlement related to "urgent verifications" is specified in the Commercial Terms.

Eftsure will attempt first contact with an intended payee to verify that intended payee's Payee Details within 4 Business Hours of receiving a request, provided that request has been sent by a User to, and received by Eftsure on, the following email inbox: urgentverifications@eftsure.com.

6. Glossary

In addition to the capitalized terms defined in parentheses within this Eftsure KYP Service Addendum, the following capitalized terms used in the Eftsure KYP Service Addendum will be construed to have the meaning set out below:

- (a) API Connected Software: means Your or Your Affiliates' third party enabled compatible technology, that is, any compatible accounting, billing or onboarding software tool or middleware application (including, an enterprise resource planning platform), which integrates with the Eftsure KYP Service using the API.
- (b) Bank Link Verification Tool: means the third-party functionality within the Eftsure KYP Service that allows intended payees to log into their third-party banking portal and nominate their bank account details for verification.
- (c) Business Hours: means the hours between 9:00AM and 5:30PM PST on Business Days.
- (d) Cross Check: means Eftsure's electronic solution, which checks an intended payee's Payee Details against:
 - (i) equivalent available records of those details that have been previously verified by Eftsure and stored in Eftsure's verified payee records database; or
 - (ii) Eftsure's other cross-checking algorithms, which leverages Payee Details supplied to Eftsure by multiple Eftsure customers.
- (e) Eftsure Overseas Supported Location: refers to a geographic location, other than Australia, New Zealand or the USA, in which Eftsure conducts (remotely or otherwise) verifications of intended payees' Payee Details, as identified in the relevant Documentation.
- (f) Fraud Induced Payment Loss: means
 - (i) the loss of money resulting directly from a payment induced by social engineering fraud i.e. a scam used by a fraudster to exploit a person's trust or manipulate a person or a system to obtain money illegally or deceptively from that person or system;but does not include any other loss, money or damage, including any:
 - (ii) fees, expenses, costs (including, for example, Your business costs, legal costs and/or expenses, and other business, corporate or financial costs) incurred by You, any Users or Your Affiliates in connection with defending any legal proceeding or in connection with any claim, or investigating or prosecuting any claim, for any Fraud Induced Payment Loss;
 - (iii) indirect, special or consequential losses or damages arising in connection with the Fraud Induced Payment Loss; or
 - (iv) loss, money or damage that resulted from:
 - (A) any bank account mismatches or errors that were not induced by social engineering fraud;
 - (B) duplicate payments or out-of-range payments; or
 - (C) any self-certification by You (or any of Your Affiliates, any of Your Personnel, any of Your Affiliates' Personnel, or any User) of an intended payee's Payee Details, or any verification of an intended payee's Payee Details through any verification processes that are independent of the Eftsure KYP Service.
- (g) Green Thumbs Up Eftsure Verification: means a green thumbs up verification result displayed by Eftsure, which is obtained from the use of any of the following functionalities of the Eftsure KYP Service that are designed to check Payee Details shortly prior to the time of payment:
 - (i) the payment file review functionality displayed on the Portal Account for Users to upload payment files to check intended payees' Payee Details; or

- (ii) the API endpoint “*partner/paymentReview/verify*” accessible on the API Connected Software, and where this endpoint is made available to You and Your Affiliates to check intended payees’ Payee Details,

but in all cases excludes any other functionality of the Eftsure KYP Service, including any self-certification of Payee Details or other verification of Payee Details conducted by You, Your Affiliates or Users independently of the Eftsure KYP Service.

- (h) International Payee Details: refers to international standard payment details, such as SWIFT or IBAN bank identifier details.

- (i) Payee Details: means

- (i) bank account details (which are limited to account names, account numbers, BSBs and routing numbers);
- (ii) government issued business registration identifiers (which are limited to certain registered business or trading names, ABNs, NZBNs, EINs and GST registration statuses);
- (iii) International Payee Details, provided by any intended payee that is domiciled in an Eftsure Overseas Supported Location; or
- (iv) other details that are capable of being verified by the Eftsure KYP Service (as specified in the Documentation),

which are supplied to Eftsure by any User or Your or Your Affiliates’ intended payees to enable Eftsure to provide the Eftsure KYP Service. The definition of Payee Details excludes all other details of an intended payee.

- (j) Portal Account: refers to the online portal account(s) made available by Eftsure to You and Your Affiliates under this Service Addendum, which facilitates access to, and use of, the Eftsure KYP Service.

- (k) Vendor Master File: means the source file (or payee data file) in which intended payees’ details are recorded and electronic payments are derived.

All other capitalized terms that are not defined in this document have the same meaning given to those terms in the Eftsure Terms of Service, any other Service Addendum forming part of this Agreement, or the Commercial Terms, as applicable.