ISV Partner Program Terms (v1.1)

payware ISV Partner Program

These ISV Partner Program Terms ("Program Terms") govern your participation in the **pay**ware ISV Partner Program ("Program"). These Program Terms apply to you upon your active acceptance within the **pay**ware Partner Portal, or upon your execution of an Addendum that incorporates these Program Terms by reference. These Program Terms are in addition to the **pay**ware Independent Software Vendor Account Terms and the Payment Information Exchange Services Agreement for ISV Accounts (collectively, the "Base ISV Terms").

These Program Terms incorporate the payware Framework Agreement by reference. In the event of a conflict, the hierarchy of documents set out in the Framework Agreement applies.

In the event of conflict between these Program Terms and the Base ISV Terms, these Program Terms shall prevail with respect to partnership tier status, revenue sharing, and related benefits and obligations.

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1. Program Overview

The **pay**ware ISV Partner Program is a tiered partnership framework that rewards ISVs for integrating **pay**ware account-to-account payment capabilities into their platforms and actively growing merchant adoption. Each tier provides increasing benefits in exchange for increasing commitments.

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2. Definitions

"Partner" means you, the ISV participating in the Program under these Program Terms.

"Active Merchant" means your Customer that has processed at least five (5) unique Transactions with a minimum aggregate value of five hundred euros (500 EUR or EUR equivalent) through the **pay**ware platform within the preceding ninety (90) days. Transactions between the Customer and entities under common ownership or control with the Partner, or Transactions that **pay**ware reasonably determines are artificially generated to inflate merchant counts, shall not count toward Active Merchant status.

"Monthly Processed Volume" or **"MPV"** means the total monetary value (in EUR or EUR equivalent) of account-to-account transactions processed through the **pay**ware platform by all of your Customers within a calendar month.

"Market Category" means the classification (Category A, B, or C) assigned to each country in the **pay**ware Market Classification Schedule, as published and maintained separately.

"Qualifying Period" means three (3) consecutive calendar months during which you meet or exceed the eligibility thresholds for a given tier or level.

"Recent Merchant Base" means the total number of your Customers onboarded to the **pay**ware platform within the preceding twelve (12) months.

"Transaction Fees" means **pay**ware's per-transaction fees charged to your Customers (Merchants) for account-to-account transactions processed through the **pay**ware platform, exclusive of VAT, taken in full and before the share of that fee that **pay**ware pays to any participating financial institution. Transaction Fees are determined by the per-transaction fee applicable to the Merchant's shop under Section 11 of the Merchant Account Terms, and are not reduced by the share of that fee retained by any participating financial institution, which varies by institution and is not within your control. Where a transaction is processed through webPOS and the applicable fee carries a webPOS multiplier, Transaction Fees for the purposes of these Program Terms are the fee calculated without that multiplier; the webPOS premium is **pay**ware's alone and is not shared.

"payware Share" means, in respect of a transaction, the part of the Transaction Fee that **pay**ware keeps after the share of it paid to the participating financial institution that executed the transaction under **pay**ware's arrangements with it. The **pay**ware Share is not the basis of your revenue share, which is calculated on Transaction Fees as defined above; it is used in these Program Terms only to identify the source from which **pay**ware funds the Referrer Sub-Commission under Section 7.

The Partner Portal reports described in Section 5.4 are the authoritative basis for calculating amounts payable under these Program Terms.

"Partner Identifier" means the unique identifier issued by **pay**ware to you upon your acceptance into the Program, which a prospective ISV may enter during registration to designate you as the Referring ISV under the Growth Program.

"Referring ISV" means an ISV Program participant whose Partner Identifier has been entered at registration by another prospective ISV in accordance with Section 5.6, and who is entitled to receive the Referrer Sub-Commission in respect of the resulting Referred ISV.

"Referred ISV" means an ISV who, during registration, entered a Referring ISV's Partner Identifier, satisfied the same-type validation, and subsequently satisfied the Activation Gate set out in Section 5.6(b).

"Referrer Sub-Commission" means the Growth Program sub-commission payable by **pay**ware to a Referring ISV in respect of its Referred ISV, calculated and paid in accordance with Section 5.6.

"Reported Data" means any information provided to you by **pay**ware in your capacity as a Referring ISV in connection with the Referrer Sub-Commission, including the monthly statements and Partner Portal reports described in Section 5.6(f), together with any transaction volume, frequency, seasonality, or behavioral data that can reasonably be inferred from such information regarding a Referred ISV or its merchant portfolio.

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3. Partnership Tiers

3.1. Technology Partner

The entry-level tier for all ISVs upon registration and successful integration.

Revenue Share: 7.5% of Transaction Fees generated by your Customers.

Eligibility: - Completed ISV registration and accepted Base ISV Terms - Successful technical integration with the **pay**ware platform - At least one (1) Active Merchant

Benefits: - Access to **pay**ware APIs, SDKs, and sandbox environment - Standard technical documentation and integration guides - Standard technical support - Eligibility for inclusion in the **pay**ware partner directory, where available (subject to opt-in and compliance with **pay**ware brand guidelines) - Access to the **pay**ware Partner Portal with transaction reporting and analytics

Obligations: - Maintain a functional, up-to-date integration with the **pay**ware platform - Comply with all Base ISV Terms and all applicable international and domestic laws, rules, and regulations, including but not limited to requirements relating to payment services, consumer protection, anti-money laundering, data protection, and sanctions, as detailed in the Base ISV Terms - Provide first-line technical support to your merchants for payment-related inquiries - Bear responsibility for implementing commercially reasonable security measures within the Partner's own platform and integrations to mitigate the risk of Illegitimate Transactions as defined in the Base ISV Terms, including appropriate fraud prevention and risk management measures

3.2. Reseller Partner

For ISVs that actively distribute **pay**ware payment capabilities to their merchant base and demonstrate consistent growth in processed volume.

Revenue Share: 7.5% to 15% of Transaction Fees generated by your Customers, determined by Monthly Processed Volume and Active Merchant count as set out in Section 4.

Eligibility: - Minimum Qualifying Period of three (3) months as Technology Partner - Meets the minimum Monthly Processed Volume and Active Merchant thresholds for Reseller Level 1 in your applicable Market Category (see Section 4) during a Qualifying Period - Demonstrated integration quality and compliance track record (no material breaches during the Qualifying Period)

Benefits: All Technology Partner benefits, plus: - Priority technical support with enhanced response times - Early access to new features and APIs in beta - Eligibility for co-marketing opportunities (joint case studies, blog posts, webinars) - Permission to use "**pay**ware Reseller Partner" designation in marketing materials, subject to **pay**ware brand guidelines - Dedicated onboarding support for merchant migrations - Webhook testing tools and advanced sandbox capabilities

Obligations: All Technology Partner obligations, plus: - Present **pay**ware as the primary account-to-account payment option within your platform - Maintain a minimum active merchant ratio of 80% (Active Merchants as a percentage of the Recent Merchant Base) - Participate in at least one (1) joint marketing activity per year (case study, co-authored content, webinar, or event) - Participate in semi-annual business reviews with **pay**ware to assess performance and alignment - Adopt new **pay**ware features and API versions within six (6) months of general availability - Provide **pay**ware with quarterly merchant pipeline forecasts and growth projections

3.3. Strategic Partner

The highest tier, reserved for ISVs with significant merchant networks and deep strategic alignment with **pay**ware. Strategic Partner status requires a separate ISV Strategic Partner Addendum.

Revenue Share: 15% to 25% of Transaction Fees generated by your Customers, as defined in the ISV Strategic Partner Addendum based on committed performance targets and mutual investment.

Eligibility: - Minimum Qualifying Period of six (6) months as Reseller Partner at Level 3 or above - Meets or exceeds the Reseller Level 4 thresholds in your applicable Market Category - Demonstrated strategic value, market positioning, and growth trajectory - Execution of an ISV Strategic Partner Addendum with **pay**ware - Invitation and approval by **pay**ware

Benefits: All Reseller Partner benefits, plus: - Dedicated account manager - Co-development opportunities and input into the **pay**ware product roadmap - Custom API rate limits and transaction processing capacity - Joint go-to-market initiatives and co-branded campaigns - Permission to use "**pay**ware Strategic Partner" designation in marketing materials - Custom co-branded configurations (where applicable) - Annual audit rights over revenue share calculations - Early access to pre-release features and private beta programs

Obligations: All Reseller Partner obligations, plus: - Commit to specific merchant onboarding and transaction volume targets as defined in the ISV Strategic Partner Addendum - Allocate a defined co-marketing budget or equivalent in-kind contribution toward joint **pay**ware growth initiatives, as specified in the ISV Strategic Partner Addendum - Assign a dedicated partnership contact responsible for the **pay**ware relationship - Participate in quarterly business reviews with defined KPIs and performance scorecards - Promote **pay**ware as the preferred or exclusive account-to-account payment provider within your platform (scope defined in ISV Strategic Partner Addendum) - Share relevant market intelligence, merchant feedback, and competitive insights to support mutual product development - Adopt new **pay**ware features and API versions within nine (9) months of general availability

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4. Reseller Partner Revenue Share Levels

4.1. Graduated Revenue Share

The Reseller Partner revenue share rate is determined by your Monthly Processed Volume (MPV) and Active Merchant count, measured against the thresholds for your applicable Market Category. You must meet **both** the MPV threshold and the Active Merchant minimum to qualify for each level.

Category A Markets (Small)

Level	Monthly Processed Volume (EUR)	Active Merchants (min.)	Revenue Share
Level 1	Up to 100,000	25	7.5%
Level 2	100,001 - 500,000	50	10%
Level 3	500,001 - 2,000,000	150	12.5%
Level 4	2,000,001+	300	15%

Category B Markets (Medium)

Level	Monthly Processed Volume (EUR)	Active Merchants (min.)	Revenue Share
Level 1	Up to 500,000	50	7.5%
Level 2	500,001 - 2,000,000	100	10%
Level 3	2,000,001 - 10,000,000	250	12.5%
Level 4	10,000,001+	500	15%

Category C Markets (Large)

Level	Monthly Processed Volume (EUR)	Active Merchants (min.)	Revenue Share
Level 1	Up to 2,000,000	50	7.5%
Level 2	2,000,001 - 10,000,000	100	10%
Level 3	10,000,001 - 50,000,000	250	12.5%
Level 4	50,000,001+	500	15%

4.2. Market Category Assignment

Each country is assigned a Market Category (A, B, or C) in the **pay**ware Market Classification Schedule. The Market Classification Schedule is maintained by **pay**ware and may be updated periodically to reflect new market entries and changes in market conditions.

4.3. Multi-Market Partners

If you operate in multiple countries, you are assessed based on your **primary market**, defined as the Market Category of the country where you process the highest Monthly Processed Volume. You may request an alternative assessment by contacting your **pay**ware account representative.

4.4. Level Determination

- Revenue share levels are assessed automatically on a monthly basis using a rolling three (3) month average of MPV and Active Merchant count.
- **Level advancement** takes effect on the first day of the calendar month following the Qualifying Period in which both thresholds are met.
- **Level reduction** occurs if your rolling three (3) month average falls below the thresholds for your current level. The reduced rate applies from the first day of the following calendar month.

4.5. Currency Conversion

For transactions processed in currencies other than EUR, MPV is calculated using the European Central Bank reference exchange rate on the last business day of each calendar month.

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5. Revenue Sharing

5.1. Calculation

Revenue share is calculated as the applicable percentage of Transaction Fees charged to your Customers for account-to-account transactions processed through your platform. Your revenue share is calculated on the whole of those Transaction Fees and is unaffected by how a fee is apportioned between **pay**ware and the participating financial institution that executed the transaction. **pay**ware's obligation to pay your revenue share is not conditional on the amount **pay**ware itself receives in respect of a transaction. No revenue share accrues on a transaction that is reversed under Section 11 of the Merchant Account Terms; a revenue share already paid for it is deducted from your next payment, against your credit note for it.

5.2. Payment

Revenue share payments are calculated monthly. **pay**ware shall provide a statement of the calculated revenue share for each calendar month by the tenth (10th) day of the following month, and the Partner shall issue a valid tax invoice for this amount. Revenue share payments shall be paid within thirty (30) days of receipt of the valid invoice, subject to the minimum payout threshold in Section 5.3.

5.3. Minimum Payout

The minimum payout threshold is twenty-five euros (25 EUR). If your accrued revenue share for a given month is below the minimum payout threshold, the amount will be carried forward and aggregated with subsequent months' revenue share until the cumulative balance meets or exceeds the threshold.

5.4. Reporting

payware provides you with access to monthly reports through the Partner Portal showing: - Total transaction volume and Transaction Fees charged to your Customers - Your revenue share amount and applicable rate - Number of Active Merchants and transaction counts - Current tier and level status, including progress toward next level thresholds - Carried-forward balance, if applicable

5.5. Taxes

Each party is responsible for its own tax obligations arising from the revenue sharing arrangement. Revenue share payments are exclusive of any applicable taxes, which shall be added where required by law.

5.6. Growth Program - ISV-to-ISV Referrals

The **pay**ware Growth Program enables an ISV Program participant to refer another prospective ISV to **pay**ware and to receive a Referrer Sub-Commission on the Referred ISV's revenue share, subject to the activation, duration, and use-of-data rules set out in this

Section 5.6. Growth Program referrals are same-type only: an ISV may refer only other ISVs. Cross-type referrals (for example, an ISV purporting to refer a merchant or a bank) are rejected at attribution.

(a) Attribution by Partner Identifier. A prospective ISV may elect, during registration, to enter the Partner Identifier of an existing ISV Program participant. Partner Identifiers may also be shared as a referral link that pre-fills the identifier in the registration form. Attribution is established only at registration, cannot be set or changed retroactively, and is subject to same-type validation. Only one referral level applies: rewards attach to direct referrals only and not to referrals-of-referrals. No Referrer Sub-Commission or Elevated Tier arises, and **pay**ware may decline or reverse attribution, where the Referring ISV and the Referred ISV are affiliates or under common control, or where the referral does not introduce a genuine new ISV to **pay**ware; a corporate group may not use intra-group referrals to divert the **pay**ware revenue share within the group.

(b) Activation Gate. The prospective ISV becomes a Referred ISV only once the merchants it onboards to **pay**ware as new registrations (excluding merchants transferred to it via authorization-only from another ISV) have collectively processed a minimum aggregate Monthly Processed Volume, measured as Transactions successfully processed through the **pay**ware platform, within ninety (90) days of the Referred ISV's signup. If the Activation Gate is not met within that window, the referral attribution expires and no Referrer Sub-Commission or Elevated Tier entitlement arises. The applicable threshold and volume tier schedule are as set out in Section 5.6(c).

(c) Referrer Sub-Commission. Where the Activation Gate is satisfied, the Referring ISV is entitled to a Referrer Sub-Commission equal to fifteen percent (15%) of the **pay**ware revenue share earned by the Referred ISV under these Program Terms, for a duration determined by the Referred ISV's activation-period volume tier:

Referred ISV activation-period portfolio volume	**Referrer Sub-Commission duration**
Below the Activation Gate minimum	No Sub-Commission; referral expires
Activation Gate minimum to Tier 1 ceiling	12 months
Tier 1 ceiling to Tier 2 ceiling	18 months
Tier 2 ceiling and above	24 months

The specific volume amounts defining the Activation Gate minimum and the Tier 1 and Tier 2 ceilings are as published by **pay**ware on the Growth Program page and may be calibrated per market in accordance with Section 12.1 and Section 12.2. The Sub-Commission accrues monthly from the first full calendar month following activation, is paid under the same invoicing and minimum-payout mechanics as Section 5.2 and Section 5.3, and ends at the expiry of the applicable duration without further notice.

(d) Referred ISV Elevated Tier. Where the Activation Gate is satisfied, the Referred ISV's revenue share rate is set to fifteen percent (15%) ("**Elevated Tier**") for the same duration applicable to the Referrer Sub-Commission under Section 5.6(c), in place of the rate that would otherwise apply under Sections 3 and 4. The Elevated Tier applies only to Transactions from merchants onboarded to the Referred ISV as new registrations after the Referred ISV's creation date and does not apply to merchants transferred via authorization-only from another ISV, which earn at the standard rate. Upon expiry of the Elevated Tier duration, the

Referred ISV reverts to the revenue share rate determined by Sections 3 and 4 on the basis of the Referred ISV's then-current Monthly Processed Volume and Active Merchant count.

(e) Consent of the Referred ISV. A prospective ISV's entry of a Partner Identifier at registration, followed by acceptance of these Program Terms, constitutes the Referred ISV's informed consent to: (i) the payment of the Referrer Sub-Commission by **pay**ware to the Referring ISV for the applicable duration; (ii) **pay**ware's provision to the Referring ISV of the monthly statements and reports described in Section 5.6(f), from which the Referring ISV can reasonably infer the Referred ISV's aggregate merchant-portfolio transaction volume; and (iii) the recording and disclosure of the Referring ISV's identity against the Referred ISV's attribution record. The Referred ISV acknowledges that entry of the Partner Identifier is its free and informed choice and that, absent such entry, no Referring ISV receives any Sub-Commission tied to the Referred ISV. The Referred ISV's protection against misuse of the Reported Data is set out in Section 8.5, which binds the Referring ISV as a matter of contract.

(f) Reporting to the Referring ISV. For the purpose of Sub-Commission calculation and reconciliation, **pay**ware shall provide the Referring ISV with monthly statements through the Partner Portal showing, in respect of each Referred ISV attributed to the Referring ISV: the aggregate Transaction Fees generated by the Referred ISV's portfolio for the period, the Referred ISV's **pay**ware revenue share amount, the applicable Sub-Commission rate and amount, and the remaining duration of the Sub-Commission entitlement. **pay**ware does not disclose to the Referring ISV the identity, contact details, or per-merchant data of the Referred ISV's merchants.

(g) Revocation and changes. A Referred ISV may request withdrawal of the attribution at any time by written notice to **pay**ware support. Withdrawal takes effect prospectively on the first day of the calendar month following the request, does not affect Sub-Commission already accrued for prior periods, and results in the Referred ISV reverting to the revenue share rate otherwise applicable under Sections 3 and 4 from the effective date. Re-assignment of a different Referring ISV after registration is not supported.

(h) Funding and no impact on standard rates. The Referrer Sub-Commission is funded entirely from the **pay**ware Share, that is from the portion of the per-transaction fee **pay**ware itself receives. It does not reduce the Referred ISV's own revenue share, which is calculated on Transaction Fees under Section 5.1, and does not alter the per-transaction fees paid by any Merchant or the fees paid by any ISV to **pay**ware.

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6. Tier Advancement and Maintenance

6.1. Automatic Advancement

Tier and level advancement is assessed automatically through the Partner Portal: - **Technology Partner to Reseller Partner:** Advancement occurs automatically when you meet the Reseller Level 1 thresholds for your applicable Market Category during a Qualifying Period and have maintained a clean compliance record (no material breaches) during that period. Advancement takes effect on the first day of the following calendar month. - **Reseller Partner level changes:** Assessed automatically on a monthly basis per Section 4.4. - **Reseller Partner to Strategic Partner:** Requires invitation by **pay**ware and execution of an ISV Strategic Partner Addendum. Revenue share rate and effective date are defined in the Addendum.

6.2. No Retroactive Adjustment

Tier and level changes are not retroactive. Revenue share rate changes apply only to transactions processed after the effective date of the change.

6.3. Performance Review

payware reviews your tier status periodically: - **Reseller Partners:** Semi-annual review of obligations compliance - **Strategic Partners:** Quarterly review against KPIs defined in the ISV Strategic Partner Addendum

6.4. Tier Downgrade

If you fail to meet the obligations for your current tier (distinct from level changes within Reseller Partner, which are handled per Section 4.4), **pay**ware will: 1. Notify you in writing of the specific obligations not being met 2. Provide a cure period of sixty (60) days to restore compliance 3. If you fail to cure within the cure period, downgrade you to the appropriate tier with thirty (30) days' written notice

Upon downgrade, the revenue share rate of the new tier applies from the effective date of the downgrade. Accrued revenue share at the prior rate through the downgrade date will be paid in full.

6.5. Voluntary Tier Change

You may voluntarily request a move to a lower tier at any time with thirty (30) days' written notice.

6.6. API Version Compliance

If you fail to adopt a new **pay**ware API version or critical security patch within the timeframe applicable to your tier (six (6) months for Reseller Partners; nine (9) months for Strategic Partners, unless a different period is agreed in the applicable Addendum), **pay**ware may, before initiating tier downgrade or termination for cause:

1. Issue a written compliance notice specifying the required update and a thirty (30) day remediation period;
2. If you fail to remediate within thirty (30) days, suspend all revenue share payouts under Section 5 ("**Revenue Share Suspension**") until the required update is implemented, while maintaining full transaction processing to ensure Merchant business continuity;
3. If you fail to implement the required update within thirty (30) days of the Revenue Share Suspension, restrict your account to read-only API access ("**Account Restriction**"), preventing new Transaction processing while maintaining access to historical data and reporting;
4. Notify you in writing of each escalation step and the actions required to restore normal status.

Revenue Share Suspension or Account Restriction shall be lifted within two (2) business days of **pay**ware confirming that the required update has been implemented. During any Revenue Share Suspension period, the Partner's right to receive revenue share payouts is suspended; however, the revenue share shall continue to accrue and shall be paid in full within fifteen (15) business days of **pay**ware confirming that the required update has been implemented. If

the Account Restriction continues for more than sixty (60) days, **pay**ware may proceed with tier downgrade under Section 6.4 or termination for cause under Section 11.2.

Revenue Share Suspension and Account Restriction under this section do not constitute a termination or suspension of the Base ISV Terms and shall not affect your right to access the **pay**ware business web portal for account management purposes.

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7. Co-Marketing and Brand Usage

7.1. Brand Guidelines

If you use **pay**ware branding or partner designations, you must comply with the **pay**ware Brand Guidelines, available through the Partner Portal. **pay**ware reserves the right to approve all uses of its branding before publication.

7.2. Partner Designation

You may publicly identify yourself using your tier designation (e.g., "**pay**ware Reseller Partner") only while you maintain that tier status. Upon tier downgrade or termination, all use of the prior designation must cease within thirty (30) days.

7.3. Co-Marketing Activities

Co-marketing activities are subject to mutual agreement on content, timing, and distribution. Each party retains ownership of its pre-existing intellectual property. Joint materials are subject to approval by both parties before publication.

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8. Confidentiality

8.1. Confidential Information

ISV Strategic Partner Addendum terms (including custom revenue share rates), non-public business information, strategic plans, and any information expressly designated as confidential by either party constitute confidential information and shall not be disclosed to third parties without the disclosing party's prior written consent.

8.2. Exceptions

The following are not considered confidential: - Published tier structures, revenue share ranges, and level thresholds described in these Program Terms - Information that becomes publicly available through no fault of the receiving party - Information independently developed by the receiving party without reference to confidential information

8.3. Survival

Confidentiality obligations under this Section shall survive termination of your participation in the Program for a period of three (3) years.

8.4. Data Protection

Data Protection. To the extent that any personal data is shared between the parties in connection with this Program (including merchant contact information, transaction metadata,

or performance analytics), the data processing provisions of Part E of the Framework Agreement shall apply, including, where a processor relationship is expressly agreed in writing, the Data Processing Addendum in Schedule 1 of the Framework Agreement. Each party shall comply with its obligations as an independent controller or, where so agreed, as a processor, in accordance with the Framework Agreement. Neither party shall share personal data beyond what is necessary for the performance of its obligations under this Program.

8.5. Permitted Use of Reported Data Regarding Referred ISVs

This Section 8.5 applies to you in your capacity as a Referring ISV and governs your use of Reported Data relating to any Referred ISV attributed to you under Section 5.6. You acknowledge that Reported Data enables reasonable inference of the aggregate transaction volume, frequency, seasonality, and growth patterns of the Referred ISV's merchant portfolio. Reported Data constitutes confidential information of the Referred ISV for the purposes of these Program Terms and is subject to the use restrictions set out in this Section 8.5, in addition to any obligations under Section 8.4 and applicable data protection law.

For the avoidance of doubt, this Section 8.5 does not restrict your use of information relating to Merchants with whom you have your own direct ISV relationship (your own Customers in the ordinary course of Sections 3 to 5), which is governed by those Merchants' own account terms and by the Framework Agreement.

(a) Permitted uses. You shall use Reported Data solely for: - verifying the accuracy of Referrer Sub-Commission calculations under Section 5.6 and raising discrepancies under Section 9.2; - internal capacity planning and forecasting at an aggregate level that does not target or single out individual Referred ISVs or the identifiable portfolios of their merchants; - complying with record-keeping, audit, or supervisory-reporting obligations applicable to you by law.

(b) Prohibited uses. You shall not use Reported Data, in whole or in part, whether directly disclosed or inferred, for: - competitive benchmarking, pricing, or product positioning against a specific Referred ISV or its identifiable merchant portfolio; - using Reported Data, or any inference drawn from it, as an input to the Referring ISV's own pricing, product, or go-to-market decisions in any market in which it competes with the Referred ISV (and, where only one Referred ISV is attributed to the Referring ISV, no aggregation renders the data non-identifying, so this restriction applies to the data in full); - solicitation, poaching, or migration of a Referred ISV or of any merchant in a Referred ISV's portfolio away from **pay**ware, from the Referred ISV, or from any competing **pay**ware-enabled service; - disclosure, sale, licensing, or sharing with any third party, including affiliates, save to personnel, professional advisors, or subcontractors strictly required to support your obligations under these Program Terms and bound by confidentiality obligations no less protective than those set out herein; - compilation, resale, or publication of market intelligence that identifies or could reasonably be used to identify a Referred ISV, its portfolio volume, or its business patterns; - any purpose that is inconsistent with the Referred ISV's reasonable expectations under these Program Terms or with the consent the Referred ISV provided under Section 5.6(e).

(c) Safeguards. You shall maintain appropriate technical and organizational measures to protect the confidentiality of Reported Data, including access controls limiting internal access to personnel with a demonstrable need-to-know for the permitted uses listed in Section 8.5(a).

(d) Survival and remedies. The obligations in this Section 8.5 survive termination of your participation in the Program for a period of three (3) years. Breach of this Section 8.5

constitutes a material breach of these Program Terms and may result in immediate termination for cause under Section 11.2, forfeiture of accrued Referrer Sub-Commission under Section 11.3, and any remedies available at law or in equity. You acknowledge that damages alone may be an inadequate remedy for breach of this Section 8.5 and that **pay**ware shall be entitled to seek injunctive relief without prejudice to any other remedy.

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9. Liability

9.1. Limitation of Liability

The limitation of liability provisions set out in the Base ISV Terms apply to all claims arising under or in connection with these Program Terms, including but not limited to claims related to revenue share calculations, tier or level determinations, and program benefits. Except as otherwise specified in an ISV Strategic Partner Addendum, in accordance with the Payment Information Exchange Services Agreement for ISV Accounts, **pay**ware's aggregate liability shall not exceed the greater of: (a) the amount of Fees paid by you to **pay**ware during the three (3) month period immediately preceding the event giving rise to the claim, or (b) EUR 100.

9.2. Revenue Share Discrepancies

If you identify a discrepancy in revenue share calculations, you must notify **pay**ware in writing within ninety (90) days of the date the relevant report was made available through the Partner Portal. **pay**ware will investigate and, if a discrepancy is confirmed, will pay any underpayment (or credit any overpayment) within thirty (30) days of resolution. Claims for discrepancies not raised within the ninety (90) day period are waived.

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10. Force Majeure

10.1. Suspension of Tier Review

If your performance is materially affected by events beyond your reasonable control, including but not limited to natural disasters, pandemics, wars, government actions, sanctions, or significant regulatory changes ("Force Majeure Event"), you may request a suspension of tier and level reviews for the duration of the Force Majeure Event by providing written notice to **pay**ware with reasonable supporting evidence demonstrating a direct causal link between the Force Majeure Event and a decline of at least thirty percent (30%) in your Monthly Processed Volume compared to the three (3) month average immediately preceding the event.

10.2. Effect of Suspension

During an approved suspension: - Your current tier and level status are frozen - Revenue share continues at the rate in effect at the time of the Force Majeure Event, provided your MPV does not fall below fifty percent (50%) of the minimum threshold for your current level. If your MPV falls below fifty percent (50%) of the current level threshold for two (2) consecutive months during the suspension, **pay**ware reserves the right to adjust your revenue share rate to the rate corresponding to the level matching your actual MPV - Tier maintenance obligations that depend on volume or merchant count thresholds are suspended - All other obligations (compliance with applicable laws, integration maintenance, prevention of Illegitimate Transactions) remain in effect

10.3. Duration

Suspension may not exceed six (6) months. If the Force Majeure Event continues beyond six (6) months, the parties will discuss in good faith whether to extend the suspension, adjust tier status, or take other appropriate action.

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11. Termination

11.1. Program Participation

Either party may terminate your participation in the Program by providing two (2) months' written notice, consistent with the notice period in the Base ISV Terms. Termination of Program participation does not automatically terminate the Base ISV Terms.

11.2. Termination for Cause

payware may immediately terminate your tier status or Program participation if you: - Materially breach these Program Terms - Engage in activity that damages **pay**ware's reputation or the integrity of the platform - Engage in Strategic Disparagement as defined in the Framework Agreement, which may also result in immediate tier downgrade - Have your ISV Account terminated under the Base ISV Terms - Become insolvent or cease business operations

11.3. Effect of Termination

Upon termination of Program participation: - Revenue sharing ceases and standard ISV fee structures under the Base ISV Terms apply - All accrued revenue share amounts through the termination date are paid within thirty (30) days (provided, however, that **pay**ware reserves the right to withhold or forfeit such accrued revenue share if termination is for cause due to the Partner's fraud, willful misconduct, or material violation of applicable law); the minimum payout threshold in Section 5.3 shall not apply to this final payout - You must cease use of all **pay**ware partner designations within thirty (30) days - The Base ISV Terms continue in full force and effect unless separately terminated

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12. General Provisions

12.1. Amendments

payware may amend these Program Terms at any time by publishing updated terms on legal.payware.eu and providing you with thirty (30) days' notice. Continued participation in the Program after the notice period constitutes acceptance of the amended terms. Material changes to revenue share rates at a given tier will not apply retroactively and will take effect only upon your next tier review or renewal.

12.2. Market Classification Updates

payware may update the Market Classification Schedule at any time to add new countries or reclassify existing countries. Changes to Market Category assignments take effect thirty (30) days after publication. If you are affected by a reclassification, you will be assessed against the new thresholds at your next scheduled level review. Where a Market Classification Schedule change would result in a Partner's level reduction, **pay**ware shall provide thirty (30)

days' proactive written notice to the affected Partner before the new thresholds apply, to allow the Partner to adjust its growth strategy accordingly.

12.3. Governing Law

The provisions of Section A.1 (Governing Law) of the Framework Agreement apply. These Program Terms are governed by the laws of the Republic of Bulgaria.

12.4. Language and Micro-Enterprise Definition

The provisions of Section A.3 (Language) and Section A.8 (Micro-Enterprise Definition) of the Framework Agreement apply.

12.5. Dispute Resolution

The provisions of Section D.3 (Dispute Resolution) of the Framework Agreement apply, including the requirement to provide a Dispute Notice and the fifteen (15) working day resolution period as a condition precedent to any legal proceedings.

12.6. Severability

The provisions of Section A.7 (Severability) of the Framework Agreement apply.

12.7. Entire Agreement

These Program Terms, together with the Base ISV Terms, the **pay**ware Market Classification Schedule, and any applicable ISV Strategic Partner Addendum, constitute the entire agreement between the parties with respect to your participation in the Program.

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13. Contact

For questions about the ISV Partner Program, tier advancement, or partnership opportunities:

Email: partners@payware.eu
Partner Portal: https://my.payware.eu