

Thank you for indicating that you wish to apply to open a "TL Pay" account.

Before your application proceeds Travel Ledger need to inform you of the additional terms that will apply in respect of your application and the terms of use of such an account should your application be successful. By proceeding with this application, you (by which we mean, in this addendum, the Subscriber or Processing Entity you represent) agree to accept and be bound by the following. Unless defined below, any capitalised terms shall have the same meanings as in Travel Ledger's Terms and Conditions [Click Here].

"TL Pay" is powered and operated by one or more third party providers (in each case being the relevant Supported Payment Services Provider), depending on the location of the subscribers to TL Pay and/or the currency in which payments are being made using TL Pay. Details of the relevant Supported Payment Services Providers can be found at [Click Here]. Travel Ledger is not the provider of, nor is it responsible for, "TL Pay" accounts.

The relevant Supported Payment Services Provider will perform or have performed Know Your Business/anti money laundering due diligence on your business, prior to deciding whether to accept your application to open a "TL Pay" account (and the relevant Supported Payment Services Provider will be solely responsible for deciding whether they can permit you to open such an account). This due diligence is in addition to and entirely separate to any similar such due diligence Travel Ledger carried out when you originally applied to access the Platform and Services. In applying for a "TL Pay" account, you hereby consent to the relevant Supported Payment Services Provider (directly or through third parties) and/or Travel Ledger conducting, or arranging for the conduct of, necessary checks and/or providing such information to the relevant Supported Payment Services Provider (or its designated third party) for the purpose of carrying out its know your business/anti money laundering due diligence as outlined in this paragraph. You warrant that the information you provide is accurate in all material respects



and undertake to notify Travel Ledger promptly of any changes to any information you provide.

If your application is successful your use of any "TL Pay" account will be subject to the relevant Supported Payment Services Provider's standard terms and conditions, which you will be able to read in the next step of this application before formally opening such an account. Those terms and conditions do not affect your use of the Platform or Services (as provided by Travel Ledger), which remain subject to Travel Ledger's Terms and Conditions.

By clicking "Accept" in the next step of this application you agree to be bound by the provisions of the relevant Supported Payment Services Provider's standard terms and conditions, although you will not be able to open and use your "TL Pay" account unless and until your "TL Pay" application has been approved by the Supported Payment Services Provider.

You hereby authorise Travel Ledger to communicate (on your behalf) any payment instructions you make through the Platform to the relevant Supported Payment Services Provider to move your funds held in any "TL Pay" account you open (and to communicate to you messages from the relevant Supported Payment Services Provider regarding your use of such account). It is your responsibility to ensure that: (i) any such account contains sufficient cleared funds (at all relevant times) to fulfil any such instructions in full; and (ii) all payment instructions you make have been authorised by you and do not violate any applicable laws.

In the event that a transaction processed by the relevant Supported Payment Services Provider in relation to your "TL Pay" account is unauthorised, incorrect or erroneous : (i) you must immediately inform Travel Ledger of such transaction (to the extent within your knowledge) including providing all necessary information and assistance as Travel Ledger may request in order to investigate the transaction; and (ii) you hereby give your consent to Travel Ledger to



instruct (on your behalf) the Supported Payment Services Provider to (in the case of an unauthorised, incorrect or erroneous payment out) seek to recall the relevant funds or (in the case of an unauthorised, incorrect or erroneous payment in) to transfer or return the relevant funds to either the original payor or the correct recipient as the case may be.

Although Travel Ledger is not the provider or operator of the "TL Pay" accounts, you are reminded and acknowledge that (in using such accounts):

- The funds held in your "TL Pay" account are always your funds until your payment instructions are executed.

 If you are a payee, funds will be moved to your "TL Pay" account only if enough cleared funds are in the account of the payer to settle the entire cycle at the agreed settlement time.
 No part payments will be executed.

- Where funds are receipted into your "TL Pay" account you may not be able to withdraw the funds for a reasonable period of time set by us.

- Travel Ledger is not responsible for failed collections e.g., due to lack of funds.

You can deposit and withdraw funds (into/out of your "TL Pay" account) only from/to a bank account that matches the name of your registered company name and is controlled by you.
Instructions to move funds to another Subscriber are accepted only when there is a validated/accepted transaction on the Platform.

- Instructions issued by you cannot be withdrawn or reversed once issued.

- If you want to terminate a "TL Pay" account or your Subscription to use the platform and you have such an account, you first have to first withdraw all funds from that account.

- The relevant Supported Payment Services Provider has the right to suspend, cancel or

refuse to act on any payment instructions issued by us (on your behalf) in its discretion.

Your use of any "TL Pay" account is subject to the payment (to Travel Ledger) of additional



fees (the "TL Pay Fees"), as set out in the latest Fees Section published on the Platform [<u>Click</u> <u>Here</u>]. The payment of those fees is subject to Travel Ledger's Terms and Conditions and the provisions of clause 6 shall (as relevant) apply to the TL Pay Fees as if those provisions referred to such additional fees.

You authorise Travel Ledger to disclose your data to the relevant Supported Payment Services Provider as and to the extent necessary to facilitate the provision of the "TL Pay" services to you by that Supported Payment Services Provider.

You can terminate your use of a "TL Pay" account only in accordance with the provisions of the relevant Supported Payment Services Provider's standard terms and conditions.