EU - Digital Operational Resilience Act (DORA) addendum to GW Solutions LTD's terms and conditions

Version applicable as from 15.04.2026

This addendum is provided in the context of Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on the digital operational resilience of the financial sector ("DORA"), where the Customer is acting as a financial entity, as defined in article 2(2) of DORA (a "Financial Entity").

GW Solutions LTD and the Customer agree to enter into this addendum (the "Addendum") to define their respective rights and obligations applicable under DORA, regarding the provision of GW Solutions LTD Services. This Addendum is a supplement to GW Solutions LTD general terms and conditions of use available at https://www.iban.com/terms (the "Standard Terms").

1. Scope of this Addendum

a. Purpose and duration

This Addendum applies to the extent the Customer is a Financial Entity, using GW Solutions LTD Services provided under the Standard Terms, as ICT services (within the meaning of article 3(21) of DORA) in a manner that is subject to DORA.

This Addendum shall be automatically applicable, as from 17th January 2025 (DORA application date), under the strict condition that the Customer qualifies as a Financial Entity.

This Addendum shall not be applicable before the Customer receives the required license or authorization to act as a Financial Entity. This Addendum shall stop to be applicable with immediate effect in case of withdrawal of the required license or authorization required to act as a Financial Entity.

b. Non-critical and non-important ICT services

The Parties specifically acknowledge and agree that:

(i) the Services shall not be considered as critical or important functions for the Customer as defined in article 3(22) of DORA; and

(ii) GW Solutions LTD shall not be considered a critical ICT third-party service provider as defined in article 3(23) of DORA.

This Addendum is built in accordance with the framework set out in articles 30(1) and 30(2) of DORA, applicable to non-critical and non-important ICT services.

2. Definitions and interpretation

In this Addendum, capitalized terms not specifically defined have the meaning attributed to them (a) in the Standard Terms or (b) failing that, in article 3 of DORA.

All references to websites in this Addendum refer to the specified websites and their respective successor or related locations designated by GW Solutions LTD, as may be updated from time to time.

In any event of inconsistency between the Standard Terms and this Addendum, this Addendum shall prevail. All other provisions of the Standard Terms remain unchanged and in full force and effect.

3. Rights and obligations *(article 30(1) of DORA)*	The Parties' rights and obligations are set out in the Contract which includes: (i) the Standard Terms (including its annexes); (ii) the Pricing Terms (corresponding to the pricing agreement agreed between the Parties for accessing the Platform and the Services) (iii) this Addendum or any additional contractual document entered into by the Parties. At any time, the Customer can download (i.e., print as PDF) the online Standard Terms and the Addendum. In addition, and as mentioned in the Standard Terms, the Customer can obtain at any time and free of charge from GW Solutions LTD a copy of the Contract on a durable medium.
4. Services description and subcontracting *(article 30(2)(a) of DORA)*	The Services provided by GW Solutions LTD to the Customer are described in detail in: (i) the Standard Terms; (ii) the Pricing Terms (including the pricing agreement listing the subscription plan and Services selected by the Customer); and (iii) GW Solutions LTD website page detailing the features and options included in each subscription plan (currently located at https://www.iban.com/pricing/). Considering that the Services do not support critical or important functions for the Customer, GW Solutions LTD is not required under DORA (i) to request approval from the Customer for subcontracting and (ii) to disclose subcontracting conditions. However, the Customer can access at any time the list of GW Solutions LTD sub-processors (within the meaning of the GDPR), which is available at https://www.iban.com/dpa (the "Sub-processors List"). Provisions regarding the use of sub-processors by GW Solutions LTD (including the information to be disclosed, the notice of change to the Sub-processors List and the Customer's right to object) are set out in the data processing agreement included in the Standard Terms. GW Solutions LTD remains fully liable towards the Customer for any subcontracted part of the Services.
5. Location of the provision of the service *(article 30(2)(b) of DORA)*	GW Solutions LTD and its sub-processors may store and process data where they are located. The Services are provided (and the data is stored) at the following locations: (i) GW Solutions LTD's registered address, as described in the Standard Terms; and (ii) the location of GW Solutions LTD's sub-processors, as mentioned in the Data Processing Agreement. Changes in the location of the Services will be notified to the Customer in advance, in accordance with the process defined in the Standard Terms for any updates of (i) the Standard Terms or (ii) the Sub-processors List.

6. Availability, authenticity, integrity and confidentiality *(article 30(2)(c) of DORA)*	GW Solutions LTD provides transparent information on the Platform and its main features availability (uptime, availability rate per month, list of incidents) via the website https://status.iban.com (the "Status Page"). GW Solutions LTD provides high standards of security with relevant technical and organizational measures to protect the Customer's data. Relevant commitments regarding authenticity, integrity and confidentiality of the data processed by GW Solutions LTD are available in the Standard Terms (in particular in the data processing agreement). In addition, GW Solutions LTD provides a detailed description of its security policies and processes at https://www.iban.com/security (the "Security Page").
7. Access, recovery and return of data *(article 30(2)(d) of DORA)*	The Customer's data uploaded on the Platform will be kept by GW Solutions LTD for the retention periods mentioned (i) in the data processing agreement included in the Standard Terms and (ii) in the Privacy Policy. The Customer will be able to obtain an export of its data at any time during the Contract term by requesting it via email to contact@iban.com. For two (2) weeks following the effective termination date of the Contract and/or in the event of GW Solutions LTD's insolvency, resolution or discontinuation of its business operations, GW Solutions LTD will provide for free, upon written request from the Customer, a folder including the export of its accounting and payment data uploaded on the Platform, in a format readable with generally available standard software. After this period and if the data has not been deleted in accordance with the applicable retention periods, GW Solutions LTD reserves the right to invoice reasonable fees to cover the operational cost for any further Customer's request for data export.
8. Service levels description *(article 30(2)(e) of DORA)*	The Parties agree that the Contract includes relevant service level descriptions, including updates and revisions thereof. GW Solutions LTD will provide these Services with due care, irrespective of the place of performance. Relevant information on the Platform and its main features availability (uptime, availability rate per month, list of incidents) is available via the Status Page. Through this link, any individual can subscribe to updates on GW Solutions LTD Platform incidents (updates provided by email). GW Solutions LTD will inform the Customer via the Platform and/or the Status Page of any scheduled maintenance that may have an impact on the Services availability, with reasonable prior notice whenever possible.

9. Assistance to the Customer *(article 30(2)(f) of DORA)*	GW Solutions LTD will assist the Customer as follows: (i) GW Solutions LTD will notify the Customer promptly, (a) via the Platform and/or the Status Page and (b) by email to the Main User (unless the Main User unsubscribed to all emails notifications), of any ICT incident (within the meaning of article 3(8) of DORA) impacting the Services subscribed by the Customer or its data; and (ii) GW Solutions LTD will manage the ICT incident, if it affects the data, systems or networks controlled by GW Solutions LTD, in accordance with the "Security Incident Response Plan" (or any similar policy as updated from time to time). GW Solutions LTD will provide the above assistance at no additional cost beyond the cost for technical support as agreed in the Pricing Terms.
10. Cooperation with the supervisory authorities of the Customer *(article 30(2)(g) of DORA)*	GW Solutions LTD will fully cooperate with the Customer's supervisory authorities, resolution authorities and the persons appointed by them exercising their information, audit and access rights with respect to the Customer's use of the Services. Audits will be conducted in accordance with GW Solutions LTD external audit policy.
11. Termination rights under the Contract *(article 30(2)(h) of DORA)*	The Parties agree that in addition to the termination conditions set out in the Standard Terms, the Customer shall benefit from the following termination rights in circumstances listed in article 28(7) of DORA: (i) the Customer can terminate the Contract with immediate effect after written notice to GW Solutions LTD, and in the absence of remedy by GW Solutions LTD (to the extent such circumstance is curable) within thirty (30) days of receipt of the written notice; (ii) where the competent authority can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to, the Contract (article 28(7)(d) of DORA), the Customer can also terminate the Contract as per the instructions of its competent authority (including with immediate effect).
12. ICT security awareness and digital operational resilience training *(article 30(2)(i) of DORA)*	The Parties acknowledge that, as the Services do not support critical or important functions for the Customer, GW Solutions LTD's participation in the Customer's ICT security awareness programmes and digital operational resilience training pursuant to article 13(6) of DORA is not required at the date of this Addendum. Should the Customer determine that GW Solutions LTD's participation in such programmes or training becomes necessary or appropriate, the conditions for such participation (including scope, frequency, format, and any associated costs) shall be agreed in writing between the Parties in advance. GW Solutions LTD agrees to cooperate in good faith with the Customer in the event the Customer exercises its right under article 13(6) of DORA to include GW Solutions LTD in its ICT security awareness programmes and digital operational resilience training.

13. Amendment of this Addendum	GW Solutions LTD reserves the right to amend this Addendum at any time, in accordance with the amendment process defined in the Standard Terms. Such amendment will not reduce the overall security or operational resilience of the Services provided by GW Solutions LTD to the Customer. Any amendment will be notified to the Customer in advance, in accordance with the Standard Terms. If the Customer does not accept the proposed amendments, it may terminate the Contract, in accordance with the termination conditions set out in the Contract.
14. Applicable law and jurisdiction	This Addendum as well as any dispute or claim arising out of, or in connection with this Addendum (including non-contractual disputes or claims) will be governed by the same law as the applicable Standard Terms and will be subject to the exclusive jurisdiction mentioned in the Standard Terms.

ICT Provider	**The Customer**
GW Solutions LTD	_____
Andrey Manolov	_____
Director	_____
15.04.2026	_____