

## Worldpay Worldpay notice of changes to your Canadian services

We are contacting you to inform you how Worldpay has been preparing for upcoming regulatory changes in Canada driven by Canada's Retail Payment Activities Act (**RPAA**). Worldpay will be making some minor adjustments to the way it provides your Canadian Services to help ensure a smooth transition once this regulatory change occurs.

### What is changing?

Worldpay currently provides your Canadian Services through its **United States entity, including Worldpay, LLC and its subsidiaries, and/or its UK entities, Worldpay (UK) Limited, Worldpay Limited and Worldpay AP Ltd (collectively, "Worldpay")**. Going forward, Worldpay will be providing your Canadian services through its Canadian entity, Worldpay Canada Corporation.

Worldpay Canada Corporation is a registered Money Services Business (MSB) with The Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), Canada's financial intelligence unit and anti-money laundering and anti-terrorist financing enforcement supervisor, and with Revenu Québec (RQ), and will be registering as a 'payment service provider' (PSP) with the Bank of Canada, once the applicable RPAA requirements come into effect. Once those RPAA requirements come into effect, then payment services can only be provided in Canada by a registered payment service provider. Please note that as a Canadian FINTRAC registered and regulated MSB reporting entity providing PSP activity services in Canada, Worldpay Canada Corporation may contact you from time to time in the future in order to comply with its mandatory Canadian Know Your Client (KYC) and ongoing monitoring requirements and obligations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (PCMLTFA), its associated Regulations, and FINTRAC Guidelines.

In order to ensure we can continue to provide compliant Services to you in Canada, we will be making changes in two steps:

- Step 1 – The terms and conditions to your Bank Card Merchant Agreement, Payment Facilitator Merchant Agreement, Customer Processing Agreement, Marketing Agreement, Platform Agreement, or similar agreement, including any Accession Agreement you may have with Worldpay for the processing of Card transactions (**MSA**) with us are modified as set out in Schedule 1 to this letter (the **Addendum**).
- Step 2 – Schedule 2 to this letter constitutes a Transfer Notice for the purpose of switching certain services in accordance with the Addendum (the **Transfer Notice**).

Other than as expressly modified by this letter (including its Addendum) your MSA with us will in all other respects continue in full force and effect on its existing terms.

## Schedule 1 – Addendum

### AMENDMENT TO YOUR AGREEMENT

We refer to the terms and conditions of the card processing agreement(s) between you and us for the provision of card acquiring and other payment services ("**MSA**"). The MSA is amended as set out below:

#### 1. Definitions and interpretation

1.1. Capitalized words and phrases used in this Addendum shall have the meaning given to them in the MSA unless otherwise defined in this Addendum. The following capitalized terms have the following meanings:

**Transfer Date:** 15<sup>th</sup> of November 2024.

**Transfer Notice:** a notice from Worldpay confirming its decision to transfer Services under clause 3.3 of this Addendum (and including the notice containing this Addendum).

**Transferring Services:** any Services transferred or to be transferred pursuant to this Addendum and any Transfer Notice, as described in the Transfer Notice.

**Worldpay Transferee:** Worldpay Canada Corporation.

**Worldpay Transferor:** the Worldpay Group Company transferring Services to Worldpay Canada Corporation pursuant to this Addendum and the Transfer Notice.

1.2. Where your MSA includes the definitions "Merchant," "ISO," "Platform," or "Provider" or similar, and "Processor," "Bank," "Worldpay," "NPC," "Payrix" or similar, then references to "you" or "your" mean the "Merchant" group referenced above; and references to "we", "us" or "our" mean "Worldpay" and similar groups above, and vice versa.

1.3. The terms of this Addendum shall be supplemental to your MSA. In the event of a conflict between the terms of this Addendum and the other terms of your MSA, to the extent of such conflict, the terms of this Addendum shall prevail.

#### 2. Effect

2.1. Beginning on the Transfer Date, the MSA shall be supplemented and amended on the terms (including definitions) set out in this Addendum.

2.2. Beginning on the Transfer Date, any applicable Services under the MSA shall be transferred on the terms set out in this Addendum and the Transfer Notice.

2.3. To the extent required, your continued receipt of Services from and after the Transfer Date (defined below) shall be taken to constitute your acceptance of all matters set out in this Addendum and the Transfer Notice.

### **3. Amendments to the MSA**

#### Accession of Worldpay Canada Corporation

3.1. To the extent it is not already a party thereto, subject to clause 3.6 below, beginning on the Transfer Date, Worldpay Canada Corporation shall be acceded to the MSA, as follows: (a) Worldpay Canada Corporation will accede to the MSA as a provider of Services in Canada (b) Worldpay Canada Corporation shall, from the Transfer Date, observe, perform and be fully bound by and assume the benefit and obligations of the provisions of the MSA to the extent of the Transferring Services on the same terms and in place of the existing Worldpay parties to the MSA in all respects, and references to "Processor," "we", "us", "our" or "Worldpay" or such similar reference shall be taken to include and refer directly to Worldpay Canada Corporation (c) You shall, from the Transfer Date, observe, perform and be fully bound by and assume the benefit of the provisions of the MSA, including in respect of Worldpay Canada Corporation as a Worldpay party thereto; and (d) the MSA shall in all other respects continue on its existing terms.

#### Worldpay Canada Corporation Services

**3.2** The MSA shall be amended to the following effect:

(a) All Canadian Services provided by 'Worldpay', Worldpay (UK) Limited, Worldpay LLC, or any other subsidiary or affiliated entity, shall be provided by Worldpay Canada Corporation; and

(b) All references to "Worldpay (UK) Limited" or "Worldpay LLC" or an affiliate or subsidiary of either Worldpay entity shall be deleted and replaced with "Worldpay Canada Corporation"; and

(c) Any provision to the effect that the Worldpay entity disclosed on a Canadian Merchant's invoice is or is deemed to be the supplier of any Services is deleted.

#### Service transfer

3.3. Effective on the Transfer Date all obligations related to the provision of Transferring Services shall be novated to Worldpay Canada Corporation. You release and discharge the Worldpay Transferor from further performance of its obligations under the MSA to provide relevant Transferring Services, from all claims and demands against it, whatsoever arising out of or in respect of the Transferring Services, as from the Transfer Date, and Worldpay Canada Corporation will perform, or procure the performance of, all such obligations under the MSA in respect of the Transferring Services, and shall accept all liabilities arising out of or in respect of the MSA in relation to the Transferring Services, as from the Transfer Date.

3.4. Your use of any Transferring Service on or after the Transfer Date will confirm your acceptance of the transfer and novation of such Services and applicable service providing obligations in accordance with clause 3.3.

3.5. At any time after the Transfer Date, the Merchant will, at Worldpay's request, execute or procure the execution of such documents and do or procure the doing of such acts as Worldpay may reasonably require for the purpose of giving effect to the MSA (as varied by this Addendum) and/or any Transfer Notice.

Status of non-Service providing Worldpay entities

3.6. Worldpay Canada Corporation (i) shall be only severally liable in respect of its own obligations under the MSA; (ii) shall not be liable in connection with the Services provided by the other Worldpay service providers, whether jointly, jointly and severally or at all; and (iii) shall not be party to nor bound by any provision of the MSA under which the 'Worldpay' parties thereto accept joint and several liability with one another.

**4. Governing law**

This Addendum and any dispute arising in respect of it will be governed by and construed in accordance with the choice of law provision contained in your MSA.

**Schedule 2 – Transfer Notice**

Capitalised terms used in this Transfer Notice have the meanings given to them or referred to in the letter above and the Addendum.

We hereby notify you that the provision of all Services provided under the MSA by Worldpay, LLC, or its subsidiary as applicable to your MSA, shall be novated to Worldpay Canada Corporation, as set out in the table below.

This will involve a legal and technical change of the Worldpay service-providing entity in our systems and in your MSA. There will be no change to the actual services you receive pursuant to the MSA, which the Worldpay group of companies continues to manage and provide.

Relevant Merchant(s)	Worldpay Transferor(s)	Worldpay Transferee	Transfer Date	Transferring Services
Merchant	Worldpay LLC Worldpay ISO, INC Worldpay Integrated Payments, LLC Payrix Solutions, LLC	Worldpay Canada Corporation	15 <sup>th</sup> of November 2024.	All Services provided to Canada Merchant other than those supplied by Everlink or by Peoples Trust.

\* The actual Transfer Date for each relevant Service will be the date in respect of which Worldpay Canada Corporation first provides Services, as evidenced via your Merchant Data Account and/or as set out in your invoice from Worldpay Canada Corporation

If you have any questions on the legal entity details we have recorded for your business as set out above, please let us know as soon as possible.

The information set out in this Transfer Notice shall constitute Confidential Information for the purposes of our contract and this Transfer Notice constitutes legally binding obligations on us and you.

This Transfer Notice and any dispute arising in respect of it will be governed by and construed in accordance with the choice of law provision in your MSA.

**Further information**

If you would like to discuss this letter in further detail, please contact your Relationship Manager.

Thank you choosing Worldpay as your payments provider.