

# Appendix 4 - Applicable Pricing to the Client

## 1. General provisions

The present Agreement is concluded between LinkCy and the Client.

This Agreement on Applicable Pricing to the Client takes effect as follows :

- *From 10/02/2025 for all new Clients ;*
- *From 10/03/2025 for all Client who opened their account before 10/02/2025*

The present Agreement takes effect between LinkCy and the User for an indefinite period from the date of the User's acceptance. They remain in force until terminated, either by the Client or by LinkCy, under the conditions set out in Article 14 of LinkCy T&Cs.

This Agreement may be modified or supplemented at any time by LinkCy SAS, in particular with a view to complying with any legislative, regulatory, jurisprudential or technological developments. To check for updates to this Policy, you should regularly consult this page.

If the changes affect the processing activities carried out on the basis of the User's consent, LinkCy SAS must obtain your consent again within thirty (30) days. If the Client does not expressly object to the modifications and continues to use their Account beyond the deadline specified above, LinkCy will consider the changes as tacitly accepted.

## 2. Purpose

This appendix outlines the applicable fees and charges for the Client subscribing to the payment services offered under LinkCy's Partner solution, provided in its capacity as an agent of Paynovate SA/NV ("PAYNOVATE") incorporated since 11/12/2014 under Belgian law. Its registered office is located at 47 Cantersteen 1000 Brussels, Belgium. PAYNOVATE is registered with the Belgian Crossroad Bank for Enterprises under number 0506.763.929. PAYNOVATE qualifies as a Belgian electronic money institution ("EMI") under the Law of 11 March 2018 relating to the status and control of payment institutions and electronic money institutions, to the access to payment service provider activity and electronic money issuing activity and to the access to payment system, It is supervised in this capacity by the National Bank of Belgium ("NBB") since 26/03/2019.

All fees and charges applicable to the Client by Paynovate through its Agent LinkCy or the Partner are applied in a transparent manner and in accordance with the regulatory framework governing electronic money institutions. The Client acknowledges that fees related to the use of services may be deducted directly from their available electronic money balance or charged to their designated payment methods. Unless otherwise stated, all fees are inclusive of applicable taxes, where relevant, and are communicated in the fee schedule made available in the Client's account interface. Paynovate and its Agent, LinkCy, reserve the right to update applicable charges in accordance with the terms of the present Agreement, with prior notice provided where required by law.

All terms and expressions appearing hereafter are defined in article 3 of these Appendix on applicable Pricing to the Client.

### 3. Definitions

- **Agreement:** means the Agreement between the Client and LinkCy, which includes the present Terms and conditions for provision of payment Accounts for clients, and any other conditions and documents (supplements, agreements, rules, declarations, etc.).
- **Agent:** means a natural or legal person who acts on behalf of a Payment Services Provider in providing Payment Services. In this case, this concept refers to LinkCy.
- **Account:** Refers to the digital interface assigned to the Client, providing access to LinkCy Services.
- **Client/Customer/User:** means a legal person or a natural person who has concluded the Agreement on LinkCy services.
- **Commission Fee:** means a fee charged by Paynovate for a Payment Transaction and/or related services.
- **Consent:** means consent of the Payer to perform a Payment Transaction submitted under the procedure set forth by Article 8 of the LinkCy's T&Cs.
- **LinkCy:** refers to the Company "LinkCy SAS"
- **Partner:** means a third-party company with its own customer base and with which LinkCy has entered into a partnership agreement for the provision of the Services detailed in these GTCU. The Partner hereby acts solely as a business contributor and is responsible for first level customer service, but does not provide Payment Services under any circumstances.
- **Paynovate:** means Paynovate SA company and other legal persons who may be hired for the purpose of service provision. Paynovate is a Belgian E-Money Institution under the prudential Authority of the National Bank of Belgium, incorporated under the laws of Belgium and registered at the Belgian Crossroads Bank of enterprises under the number 0506.763.929.
- **Paynovate Account or Account:** means an account opened in the System in the name of the Client and used to make payments and other Payment Transactions. An Account is opened only upon identification of the Client. Paynovate Application (also mentioned below as "System" or "App"): means a mobile/software application for Paynovate account management, installed on mobile devices and used for the provision of Paynovate services.
- **Pricing:** means prices for Paynovate services and transactions confirmed by Paynovate in accordance with the established regulations.

### 4. Detailed list of charges and fees applicable to the Client

This Agreement concerns mainly non compliance and exceptional charges applicable to the Client. This means:

- In cases where the Client violates the terms of service, engages in fraudulent activities, or fails to comply with anti-money laundering (AML) and know-your-customer (KYC) requirements, LinkCy reserves the right to apply exceptional fees. These may include investigation costs, administrative penalties, and additional due diligence fees necessary to process compliance-related matters.
- In the event of an administrative seizure, lien, garnishment, or any other enforcement measure imposed by a competent authority on the Client's Account, Paynovate, through its agent LinkCy, may apply administrative processing fees to cover the costs incurred in handling such requests.
  - The administrative seizure fee is applied for the processing of requests issued by tax authorities, courts, enforcement agencies, or any other legally authorized entities requiring Paynovate to block, seize, or transfer funds from the Client's Account. This

fee covers administrative, operational, and legal expenses associated with compliance with such orders.

- In cases where the enforcement measure results in the complete depletion of the Client's balance, Paynovate reserves the right to recover any outstanding administrative processing fees from any future funds credited to the Client's Account. Additionally, if the enforcement measure requires specific legal or operational interventions beyond standard processing, additional fees may be applied on a case-by-case basis.
- Paynovate and LinkCy shall notify the Client of any enforcement measure affecting their Account, subject to applicable legal constraints. The Client is responsible for addressing any disputes related to the enforcement measure directly with the issuing authority. Paynovate shall not be liable for any consequences arising from the execution of a legally binding enforcement order.

Hereabove mentioned fees shall be charged to the Client's Account and deducted directly from its available balance.

Here's the detailed list of exceptional and non compliance fees applicable to the Client by Paynovate through its Agent, LinkCy, in case of:

- **Failure to Provide or Update KYC Documents:** A fee may be applied when the Client does not submit required identity verification documents within the prescribed timeframe, requiring repeated requests or enhanced due diligence measures.
- **Improper use of the account:** attempting or performing acts in violation of the law and/or Account Agreement.
- **Breach of Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF) Requirements:** If a Client engages in activities that raise AML/CTF concerns, additional compliance processing fees may be charged.
- **Failure to Respond to Compliance Requests:** If a Client fails to respond to regulatory or compliance-related requests (e.g., source of funds, transaction justifications) within the required period, an administrative processing fee may be charged.
- **Non-Cooperation in Fraud Investigations:** If the Client fails to cooperate in an investigation related to suspected fraudulent activities, fees may be applied.
- **Administrative Seizure Fee or Handling legal or administrative garnishments, third party debt orders:** If LinkCy or Paynovate is required to process an administrative seizure, lien, garnishment, or any enforcement order from a competent authority, a fee will be applied.
- **Preparation of a letter certifying the existence of a Paynovate account** through its Partner.
- **Charge for rejected direct debits due to insufficient funds :** In case of Sepa Direct Debit presentation and rejection due to insufficient funds. Applicable per Transaction.
- **Management fee for handling unauthorized overdrafts :** In case of accepted offline Transaction leading to an account overdraft. Applicable per Transaction.

## 5. Non Compliance and Exceptional Fees Pricing Table

Fee description	Fee Amount
Failure to Provide or Update KYC Documents	50 €
Improper use of the account (attempting or performing acts in violation of the law and/or Account Agreement)	180 € per case
Charge for rejected direct debits due to insufficient funds	10 € per case
Breach of Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)	180 € per case
Failure to Respond to Compliance Requests	50 € per case
Non-Cooperation in Fraud Investigations	50 € per case
Processing fee for legal or administrative seizures and third-party debt orders	100 € per case
Preparation of a letter certifying the existence of a LinkCy / Paynovate account	24 € per request
Management fee for handling unauthorized overdrafts	15 € per case