



**PAYMENTS**

## **Dual Pay Addendum**

**6 December 2024**

These terms apply when you use the services described below.  
Please read these terms carefully and retain a copy for your reference.  
The latest version of these terms are available on our website.



PAYMENTS

## DUAL PAY ADDENDUM

Effective from: 6 December 2024

# Dual Pay Addendum

### BACKGROUND: RELATIONSHIP WITH THE AGREEMENT

We refer to the IFX Corporate ibanq Terms and Conditions available on our website (<https://www.ifxpayments.com/customer-terms/>) as updated or amended from time to time (defined therein as the "Agreement"). This Addendum forms part of and supplements the Agreement. For the avoidance of doubt, references to the following Parties in this Addendum and each Order Form have the following meanings: (a) "IFX", "we" or "us" means IFX (UK) Ltd, and (b) "Customer" means the Customer identified on the applicable Order Form.

The terms of this Addendum and each Order Form shall only apply to the Dual Pay Services. Whilst the Addendum and each Order Form constitute part of and supplement the Agreement, the following provisions of the Agreement shall not apply to this Addendum and each Order Form: Clauses 2.1 - 2.3, Clause 3.1, Clause 3.8 and Clause 7.3 together with any other provisions in the Agreement which, by their nature, mean they should not apply to this Addendum and each Order Form (together, the "excluded terms").

The provisions in the Agreement (other than the excluded terms) are the "Applicable Terms". The Applicable Terms and this Addendum set out a framework for IFX and the Customer to agree to individual Order Forms under which IFX shall provide certain Dual Pay Services to the Customer.

Each Order Form agreed by the Parties will form part of this Addendum (and this Addendum, in turn, forms part of the Agreement (save that, as mentioned above, only the Applicable Terms will apply to this Addendum and each Order Form)).

Each Order Form is governed by the terms of this Addendum, the Applicable Terms and the additional terms set out in that Order Form. Accordingly, only this Addendum, the Applicable Terms and the terms set out in the relevant Order Form set out the terms and conditions on which IFX will provide, and the Customer will receive, the relevant Dual Pay Services.

Please note that when an Order Form comes into force in accordance with the terms of this Addendum, the Customer may only redeem and withdraw funds from the relevant Dual Pay Account in accordance with the terms of the relevant Order Form. IFX strongly recommends that, before agreeing and executing an Order Form, the Customer reviews the provisions of the relevant Order Form (including the provisions of the Applicable Terms and this Addendum, in particular, Paragraphs 5 and 6 of this Addendum).

### 1. DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this Paragraph 1 apply in this Addendum and each Order Form:

**Addendum** means this Dual Pay Addendum (including the Background section above).

**Applicable Terms** has the meaning set out in the Background section above.

**Authoriser** means, if applicable, the person(s) identified as such in the relevant Order Form.

**Charges** means the charges payable by the Customer for the Dual Pay Services in accordance with this Agreement or any Order Form.

**Counterparty** means a counterparty to the Relevant Contract as identified in the relevant Order Form. **Counterparties** means any of them.

**Counterparty Account** means the payment account of a Counterparty as identified in the relevant Order Form. **Counterparty Accounts** means any of them.

**Counterparty User** has the meaning set out in Paragraph 5.10.

**Counterparty User Permissions** has the meaning set out in Paragraph 5.10.

**Customer Account** means the third-party payment account held in the name of the Customer as identified in the relevant Order Form or otherwise notified to IFX by the Customer in writing from time to time and approved by IFX in writing.

**Dual Pay Account** has the meaning set out in Paragraph 3.4.

**Dual Pay Services** means the services provided by IFX solely in connection with the relevant Order Form, and as further described in Paragraph 3.2 below.

**Fees Account** means IFX's dedicated payment account, used to collect Charges due to it pursuant to any applicable Order Form or this Addendum. The details of the Fees Account will be notified to the Customer in writing from time to time.

**Longstop Date** is the date identified in the relevant Order Form.

**Order Form** has the meaning set out in Paragraph 2.1 below.

**Payout Condition(s)** means the payout conditions as identified in clause 6.1, comprising Payout Condition 1 - 4 (inclusive). "Payout Condition 1", "2", "3" or "4" shall be interpreted accordingly.

**Primary Account** means the Customer's primary ibanq account(s) held with IFX, which are not the Dual Pay Account. We call each of these a "primary account".

**Relevant Contract** means the contract between the Customer and the Counterparty (or Counterparties), to which the Dual Pay Services relate, as identified in the relevant

Order Form.

**Relevant Contract Funds** has the meaning set out in Paragraph 5.2.

**Service Commencement Date** means the date on which the Order Form comes into force in accordance with Paragraph 2.1.

**Side Letter** has the meaning set out in Paragraph 4.2.1.

1.2 Capitalised terms used in this Addendum or the relevant Order Form shall have the meaning set out in Part 2 of the Applicable Terms, unless otherwise defined herein or the relevant Order Form.

1.3 If there is a conflict or ambiguity between: (i) the terms of this Addendum; (ii) the Applicable Terms; and (iii) the additional terms set out in the Order Form, the order of precedence shall be: (i) first, the terms set out in the Order Form; (ii) then, the terms of this Addendum; and (iii) then, the Applicable Terms.

1.4 Paragraph headings are for convenience only and will not affect the interpretation of this Addendum. References to "Clauses" are to clauses in Part 2 of the main terms of the Applicable Terms, references to "Paragraphs" are to Paragraphs of this Addendum, and references to "Annexes" are to Annexes of this Addendum. Any phrase introduced by the expressions "including", "include", "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms.

1.5 Any reference to a statute, statutory provision or subordinate legislation ("legislation") (except where the context otherwise requires): (i) will be deemed to include any bye laws, licences, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made under that legislation; and (ii) will be construed as referring to any legislation which replaces, re-enacts, amends or consolidates such legislation (with or without modification) at any time.

1.6 References to "E-Money Account" in Clause 11.9 of the Agreement shall be deemed to include a Dual Pay Account as defined in this Addendum.

### 2. STRUCTURE

2.1 Each order form ("Order Form") in a form acceptable to IFX and executed pursuant to this Addendum under which IFX provides Dual Pay Services to the Customer, shall only come into force on the later of: (i) the date the Parties have executed it in accordance with this Paragraph 2; or (ii) the date IFX issued the Customer with a welcome notice, confirming the Dual Pay Account opening in accordance with Paragraph 4.1 ("Service Commencement Date").

2.2 Each Order Form will form part of this Addendum (as described in the Background section above) and will govern the provision and receipt of the relevant Dual Pay Services.

2.3 Except according to a mutually agreed and executed Order Form in respect of which a Dual Pay Account is opened in accordance with the terms of Paragraph 4, neither Party shall be required to purchase or provide, as the case may be, any Dual Pay Services hereunder. Accordingly, notwithstanding Part 1 of the Agreement, which refers to the Agreement becoming effective on the Effective Date, the Applicable Terms shall not become effective, in respect of the Dual Pay Services, unless an Order Form is agreed and executed in accordance with this Paragraph 2.

### 3. SERVICES

3.1 On the Service Commencement Date, IFX will provide the Customer with the relevant Dual Pay Services in accordance with the terms of the relevant Order Form.

3.2 Dual Pay is a feature of IFX's ibanq platform, which allows clients to segregate funds from their Primary Account(s) and hold them subject to certain redemption conditions as agreed with their Counterparties. Users can also permit their counterparties to view the e-money on a read-only basis and co-authorise redemption at the appropriate time ("Dual Pay Services").

3.3 From the relevant Service Commencement Date, the relevant Dual Pay Services shall be deemed to form part of the Services (and therefore, except where the context requires otherwise, the definition of "Services" in the Applicable Terms shall be deemed to be updated accordingly).

3.4 As part of the provision of the Dual Pay Services, IFX will allow the Customer to load funds (as described in Paragraph 5.2) onto one (1) E-Money Account which IFX will provide to the Customer and which is to be operated and used in accordance with the terms of the relevant Order Form only (the "Dual Pay Account"). Details of the Dual Pay Account will be notified to the Customer in writing by IFX following the Service Commencement Date.

### 4. CONDITIONS PRECEDENT

4.1 Notwithstanding anything to the contrary, the coming into force of an Order Form is subject to, and conditional upon, (i) IFX having received all the documents, Charges (where required), and evidence set out in Paragraph 4.2 in relation to the relevant Order Form and, (ii) such documents and evidence being in a form and substance satisfactory to IFX (in its sole and absolute discretion).

4.2 The documents, Charges (where required) and evidence required by IFX as described in Paragraph 4.1 above comprise:

4.2.1 a copy of a side letter in a form acceptable to IFX in respect of the relevant Order Form and duly executed by the Customer and the



Counterparty (or Counterparties) (“Side Letter”);

- 4.2.2 a copy of the executed Relevant Contract;
- 4.2.3 if different to the Counterparty, details of the company name and business address of the relevant Authoriser, together with details of the Authoriser’s representative (if applicable);
- 4.2.4 confirmation of the relevant Counterparty Account(s) details;
- 4.2.5 where required by IFX (as specified in the Order Form), receipt by IFX (in cleared funds) of the Charges into the Fees Account; and
- 4.2.6 such other documents and evidence as IFX may reasonably request.

4.3 IFX may decide (in its sole and absolute discretion) to provide the Dual Pay Services without requiring all of the conditions in this Paragraph 4 to be met. This shall not constitute a waiver of IFX’s right to require the subsequent fulfilment of such conditions, failing which it may suspend the provision of the Dual Pay Services until such conditions are met.

## 5. YOUR OBLIGATIONS

5.1 Following the relevant Service Commencement Date, IFX will allow the Customer to add funds (as described in Paragraph 5.2) to the relevant Dual Pay Account which IFX provides to the Customer solely in connection with the relevant Order Form.

5.2 The Customer agrees to fund, from time to time, the relevant Dual Pay Account only with funds transferred from an account held in the name of the Customer (which for the avoidance of doubt may include a Primary Account) and only with funds that relate to the sums payable to the relevant Counterparty (or Counterparties) under the Relevant Contract in consideration of the provision of the relevant goods or services (as applicable) by the Counterparty (or Counterparties) (“Relevant Contract Funds”).

5.3 The relevant Counterparty Account that shall receive the Relevant Contract Funds from the relevant Dual Pay Account in accordance with the terms of the relevant Order Form shall be as specified in paragraph 1 of the Order Form.

5.4 The Customer shall ensure that the funds comprising the Relevant Contract Funds in the relevant Dual Pay Account are sufficient to cover the amounts the Customer requests to be redeemed pursuant to any Payment Instruction. The Customer shall also ensure that the funds in the Fees Account are sufficient to pay any Charges in respect of the Dual Pay Services that are payable by the Customer to IFX pursuant to the terms of the relevant Order Form when such Charges become due and payable.

5.5 The Customer shall:

- 5.5.1 promptly provide IFX with all reasonably requested information, assistance and instructions (including Payment Instructions) necessary for IFX to provide the Dual Pay Services and shall act at all times in good faith in providing such information, assistance and instructions;
- 5.5.2 ensure all such information, instructions (including Payment Instructions) are complete, accurate and not misleading; and
- 5.5.3 co-operate with IFX in all matters relating to the Dual Pay Services.

5.6 Notwithstanding anything to the contrary, once the Customer has submitted a Payment Instruction in accordance with Paragraph 6, the Customer cannot cancel or vary it without IFX’s express agreement (which may be withheld or conditioned at IFX’s sole discretion).

5.7 Where an executed Payment Transaction was not authorised with the Customer’s consent pursuant to Clause 5 of the Applicable Terms (for the avoidance of doubt, the Customer agrees that it will have given its consent to the executed Payment Transaction where it occurs following completion of the process in Paragraph 6 below), subject always to the Customer’s obligations, IFX shall refund the amount of the unauthorised transaction to the Customer and, where applicable, restore the Dual Pay Account to the state it would have been in had the unauthorised Payment Transaction not taken place, ensuring that the credit value date is no later than the date on which the amount of the unauthorised Payment Transaction was debited. IFX will only refund an unauthorised Payment Transaction under this Paragraph, where the Customer informs IFX within the timeframe identified in Clause 4.1.1 of this Applicable Terms.

5.8 Notwithstanding a Customer’s notification of an unauthorised or incorrectly executed Payment Transaction within the timeframe identified in Clause 4.1.1 of the Applicable Terms, IFX shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from any executed Payment Transaction where any such transaction was authorised with the Customer’s consent pursuant to Clause 5 of the Applicable Terms (for the avoidance of doubt, the Customer agrees that it will have given its consent to the executed Payment Transaction if it occurs following the completion of the process in Paragraph 6 below) and executed in accordance with the Customer’s instructions (as set out in the Payment Instruction). In such circumstances where an executed Payment Transaction was incorrect (but in accordance with the Customer’s instructions (as set out in the Payment Instruction)), IFX will, at its discretion, seek to reverse the erroneous payment, but shall have no obligation to or liability for failing to do so.

5.9 For the avoidance of doubt, Clause 6 of the Applicable Terms shall continue to apply to E-Money Accounts (as defined in Clause 2.3 of the Applicable Terms) provided in

respect of IFX’s ibanq and mPay products, but Clause 6 shall not apply to the Dual Pay Account.

5.10 The Customer shall specify in the relevant Order Form any Counterparty representative that will become a “Counterparty User” of the Customer’s relevant Dual Pay Account. Such Counterparty User will have limited rights only to view the Customer’s balance on the relevant Dual Pay Account (“Counterparty User Permissions”). In relation to each Order Form, the Customer must ensure that the relevant Counterparty User is not granted any authority to consent to or authorise the execution of a Payment Transaction relating to the Dual Pay Account. The Customer will be responsible for the acts (or omissions) of all Counterparty Users as if the Counterparty Users were the Customer. The Customer must ensure each Counterparty User complies with the relevant obligations and requirements in the relevant Order Form.

5.11 The Customer may request changes to the Counterparty Users and Counterparty User Permissions granted to the Counterparty Users in relation to the relevant Dual Pay Account by submitting a written request to IFX via email, and IFX may, in its sole discretion, act on such instructions. In doing so, IFX:

- 5.11.1 reserves the right to verify the identity and authority of the Customer before implementing any requested changes to the Counterparty Users or their Counterparty User Permissions; and
- 5.11.2 may, at its sole discretion, request additional evidence, documentation or justification from the Customer to support or validate any requested changes to the Counterparty Users or their Counterparty User Permissions.

5.12 The Customer warrants and represents that it will not add any Counterparty Users to any relevant Dual Pay Account who are not duly authorised on behalf of the relevant Counterparty.

5.13 For the avoidance of doubt, Paragraphs 5.10- 5.12 (inclusive) are without prejudice to the terms of Clauses 5.3 – 5.6 (inclusive) of the Applicable Terms which shall continue to apply to E-Money Accounts (as defined in Clause 2.3 of the Agreement) provided in respect of IFX’s ibanq and mPay products but these Clauses shall not apply to the Dual Pay Account.

5.14 The Customer acknowledges and agrees that IFX is not a party to any Relevant Contract and is under no obligation to have read, and has no awareness of, the terms of any Relevant Contract, including whether or not the Relevant Contract Funds are sufficient to meet the Customer’s payment obligations pursuant to the Relevant Contract. IFX shall rely solely on the information provided by the Customer in relation to a Relevant Contract.

5.15 As part of delivery of the Dual Pay Services, Customer acknowledges that IFX will act on the Customer’s instructions to add each Counterparty Account as a trusted beneficiary (as referred to in the RTS / SCA) of the Customer.

## 6. REDEMPTION OF FUNDS

6.1 The Customer agrees that IFX will not redeem funds from the relevant Dual Pay Account other than in accordance with Paragraph 6 of this Addendum. The Payout Conditions shall comprise:

- 6.1.1 Payout Condition 1: the Payment Instruction is approved by the Authoriser on the date of submission of the Payment Instruction by the Customer via IFX’s ibanq platform;
- 6.1.2 Payout Condition 2: if the Agreement or relevant Order Form is terminated for cause;
- 6.1.3 Payout Condition 3: if the Longstop Date (as specified in Paragraph 1 of the Order Form) occurs; or
- 6.1.4 Payout Condition 4: if IFX is required to reject or return funds to any remitter pursuant to Clause 11.5 of the Applicable Terms.

6.2 Subject to clauses 6.3 and 6.4 below, if Payout Condition 1 occurs, the Relevant Contract Funds in the Dual Pay Account can only be redeemed if a Payment Instruction is initiated, and, on the date of submission of such Payment Instruction, IFX accepts the Payment Instruction for that Payout Condition 1. Relevant Contract Funds may only be redeemed if a Payment Instruction is received by IFX in accordance with this clause (which includes, for the avoidance of doubt, receipt of approvals from all relevant Authorisers) before 10 AM (GMT) on the date the Payout Condition has occurred. Subject to clause 7.5 of the Applicable Terms, IFX shall use reasonable endeavours to process the Payment Instruction within 2 Business Days of its receipt.

6.3 Should any applicable Authoriser fail to authorise a Payment Instruction on the same Business Day it has been received by IFX, in its sole discretion, IFX may require further Payment Instructions to be submitted together with relevant approvals prior to its satisfaction that Payout Condition 1 has occurred. Notwithstanding this clause, all other Payout Conditions continue to apply.

6.4 Payment Instructions may only be issued in respect of Payout Condition 1, and shall only be actioned by IFX, if IFX accepts the Payment Instruction for Payout Condition 1 and in such circumstances the Customer will have been deemed to have consented to the execution of the subsequent Payment Transaction (in accordance with the terms of Clause 5 of the Applicable Terms). IFX reserves the right to restrict the transfer of any funds from the relevant Dual Pay Account if, in IFX’s sole discretion (acting reasonably), IFX does not accept the Payment Instruction for Payout Condition 1 (or



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where otherwise required by Applicable Laws). The Customer shall provide all documents or information IFX may require to satisfy itself that a Payout Condition 1 has occurred, including requesting a revised Payment Instruction or new approvals from applicable Authorisers. IFX shall have no liability to the Customer whatsoever in the event it does not action a Payment Instruction because it believes (acting reasonably) that a Payout Condition has not occurred.

6.5 In the case of Payout Conditions 2 to 4, IFX may, in its sole discretion and without receipt of a Payment Instruction, redeem the Relevant Contract Funds to the Customer Account. Subject to clause 7.5 of the Applicable Terms, IFX shall use reasonable endeavours to redeem the Relevant Contract Funds in accordance with this clause within 2 Business Days of its determination of the Payout Condition.

### 7. INDEMNITY

7.1 The Customer must indemnify and keep indemnified IFX against any loss, damage, fines, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kind (together, "Loss") suffered or incurred by IFX in connection with any claim, action (including regulatory action), demand, proceeding or investigation of any nature or kind against IFX by any third party (including Counterparties or any Authoriser, or any of their officers, directors, contractors or employees) arising out of or in connection with this Addendum or any Order Form, including in respect of:

- 7.1.1 the Dual Pay Services, including IFX's performance of its obligations or exercise of its rights under any Order Form;
- 7.1.2 any termination of the Agreement (in whole or in part) by IFX in accordance with its terms;
- 7.1.3 any fulfilment of any Payment Instruction in accordance with the terms of the relevant Order Form (including any transfer of Relevant Contract Funds); or
- 7.1.4 any return of Relevant Contract Funds to the Customer on the Longstop Date or on the termination of the Agreement (in whole or in part) or in relation to any breach of the Side Letter by the Customer).

### 8. LIABILITY

8.1 References to liability in this Paragraph 8 (and, for the avoidance of doubt, in Clauses 7.2 and 7.4 of the Applicable Terms referred to below) includes every kind of liability arising under or in connection with this Addendum and all Order Forms (and/or the performance or contemplated performance of the Dual Pay Services), including liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise.

8.2 Subject to Clause 7.2 and Clause 7.4 of the Applicable Terms, IFX's total aggregate liability to the Customer under or in connection with this Addendum (including all Order Forms) shall not exceed a sum equal to 100% of the total Charges in respect of the Dual Pay Services paid or payable by the Customer to IFX pursuant to the terms of all Order Forms only but, in any event, shall always be subject to the liability requirements provided for in the PSRs.

8.3 IFX shall have no liability to the Customer for any delay in onward payment attributable to the late arrival of funds into the relevant Dual Pay Account.

### 9. CHARGES

9.1 The Charges and payment terms for the Dual Pay Services are as set out in the relevant Order Form. The Pricing Schedule is not applicable to the Dual Pay Services. For the avoidance of doubt and notwithstanding the foregoing, IFX retains the ability to revise the Charges for the Dual Pay Services pursuant to Clause 3.6 of the Applicable Terms.

9.2 The Charges for the Dual Pay Services are non-cancellable, non-refundable and are exclusive of value-added tax, which will be applied to IFX's invoices at the appropriate rate.

9.3 The Customer shall pay all sums due to IFX in respect of the Dual Pay Services within thirty (30) days following the date of receipt of the relevant invoice.

9.4 When the Customer transfers Charges to the Fees Account, full ownership and title of these funds will transfer to us and they will be considered our funds rather than the Customer's e-money. Funds held in the Fees Account are not safeguarded (refer to clause 3.7 of the Applicable Terms for further information on safeguarding).

9.5 Without prejudice to IFX's other rights and remedies, if the Customer has not paid any amounts due to IFX within the time period specified in paragraph 9.3, IFX may deduct the amounts due from the Dual Pay Account.

### 10. TERM AND TERMINATION

10.1 Each Order Form shall be effective from the relevant Service Commencement Date and, subject to earlier termination in accordance with its terms, shall continue in full force and effect until the earlier of: (i) the date all Relevant Contract Funds deposited into the Dual Pay Account have been transferred out in accordance with the terms of the relevant Order Form; or (ii) the Longstop Date.

10.2 Subject to Paragraph 10.3 below, notwithstanding anything to the contrary, the Parties acknowledge and agree that:

10.2.1 the Customer shall be entitled to terminate the Agreement in accordance with its terms save that such termination shall not be effective in respect of any Order Forms which shall continue to apply in full force and effect until all Relevant Contract Funds in the relevant Dual Pay Account have been redeemed in accordance with Paragraph 6 above;

10.2.2 the Customer shall not be entitled to terminate an Order Form in accordance with its terms until all Relevant Contract Funds in the relevant Dual Pay Account have been redeemed in accordance with Paragraph 6 above;

10.2.3 nothing shall prevent IFX from terminating this Agreement in accordance with its terms (in which case all Order Forms shall terminate) or any Order Form in accordance with its terms; and

10.2.4 if all Relevant Contract Funds in the relevant Dual Pay Account have been redeemed in accordance with the terms of the relevant Order Form, then the relevant Order Form shall automatically terminate.

10.3 If the Customer is a micro-enterprise or charity (as referred to in regulation 51 of the PSRs) the Customer may terminate the Agreement under Clause 11.2.2 (Termination for Convenience) on one months' notice. On such termination of the Agreement under this Paragraph 10.3, or if the Customer otherwise terminates this Agreement or any Order Form pursuant to its rights under common law, any Relevant Contract Funds in the relevant Dual Pay Account on the date of termination of the relevant Order Form will be held by IFX until it returns the Relevant Contract Funds in accordance with Paragraph 6.

10.4 Subject to Paragraph 10.1 and 10.3, and without prejudice to Clauses 11.7 to 11.11 of the Applicable Terms, on termination of the Agreement or an Order Form for any reason:

10.4.1 on termination of an Order Form (only), Clauses 11.7 to 11.11 of the Applicable Terms shall apply as if references to the "Agreement" are to the Order Form;

10.4.2 the Customer shall not be entitled to load further funds onto the relevant Dual Pay Account;

10.4.3 all Charges in respect of the Dual Pay Services payable by the Customer to IFX pursuant to the terms of the relevant Order Form which are referable to the period prior to the date of termination shall become due for immediate payment and be paid by the Customer together with any other sums due and payable to IFX, including in accordance with Paragraph 9.5 (where applicable);

10.4.4 any licence, permission or consent granted to the Customer by IFX hereunder shall immediately terminate;

10.4.5 subject to Applicable Laws and regulations, the Customer shall return to IFX all Confidential Information belonging to IFX and/or other property provided by IFX in connection with the provision of the Dual Pay Services;

10.4.6 the Customer shall continue to be liable for the Charges, including any applicable monthly charges, until all funds have been redeemed from the relevant Dual Pay Account; and

10.4.7 paragraphs 1, 2, 5 to 11 of this Addendum and any other provisions which are necessary for the interpretation or enforcement of the relevant Order Form shall continue in force notwithstanding termination.

10.5 If agreed by the Parties, the duration of an individual Order Form may be less than the remaining duration of the Agreement (in which case, the relevant Order Form will terminate automatically at the end of the period specified in the Order Form).

10.6 Subject to Paragraph 10.2, in any circumstances where a Party is entitled to terminate the Agreement, it may elect to terminate the Agreement in whole or in part by reference to specific Order Forms only (as notified by the terminating Party to the other). Where one or more Order Forms are terminated the Charges in respect of the Dual Pay Services payable to IFX pursuant to such Order Forms will continue to be payable until all Relevant Contract Funds have been transferred from the relevant Dual Pay Account.

10.7 Termination of an Order Form shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination.

### 11. MISCELLANEOUS

11.1 In relation to each Order Form, the Customer represents, warrants and undertakes that it has obtained the necessary consents, licences, and permissions to share the documents and evidence described in Paragraph 4.2 with IFX and IFX and the Customer agree such documents and evidence shall be deemed the Customer's Confidential Information. Furthermore, the Customer agrees that IFX may share certain Customer Confidential Information with the Counterparty solely for the purposes of performing its obligations under the relevant Order Form (for example, by providing the Counterparty User with the ability to view the Customer's balance on the relevant Dual Pay Account).