



E-Invoicing Services Addendum

These Terms govern the provision of E-Invoicing Services delivered by Medius to Customer, in its capacity as a certified or compliant provider under applicable national regulatory frameworks. These terms apply to any Customer that subscribes to E-Invoicing Services and are incorporated by reference into the applicable Medius Master Cloud Subscription Agreement ("MSA") or relevant addendum.

1. Definitions

"Invoice Data" means all data provided by or on behalf of Customer to the E-Invoicing Services.

"Applicable Law" means all laws, regulations, mandatory guidance and instructions governing invoicing, tax, e-reporting, archiving, security, electronic signatures or general commercial obligations, excluding any laws, regulations guidance or instructions applicable to Customer's or Customer's industry that are not generally applicable to E-Invoicing Service providers.

Capitalized terms not defined herein have the meaning given in the MSA.

2. Regulatory Scope and Roles

2.1 Regulatory Context.

Depending on the country specific requirements, the E-Invoicing Services may support authenticity, integrity, transmission, clearance, and archiving requirements under different regulatory models including continuous transaction controls (CTC), post-audit, Peppol, and e-reporting regimes. Requirements vary across jurisdictions, and Customer is responsible for determining its specific legal obligations in a given jurisdiction.

2.2 Medius's Role.

Medius provides the technical infrastructure necessary to process, transmit, and archive Invoice Data for the agreed jurisdictions and flows. Medius is responsible for the technical integrity, security and availability of the E-Invoicing Services as set out in the Agreement. Medius is not responsible for handling country-specific government portal mandates or acting as an intermediary for mandatory portal submissions, unless explicitly agreed otherwise. Customer is responsible for meeting all regulatory obligations in their jurisdictions. Support issues related to third-party compliance, third party integration services or government portals shall be directed by the Customer to the relevant third-party.

2.3 Customer's Role.

Customer is solely responsible for:

- (a) the accuracy, completeness and legality of all Invoice Data;
- (b) the tax treatment and correctness of invoice content;
- (c) determining the applicable jurisdictions, entities and transaction flows that must use the E-Invoicing Services;
- (d) complying with all invoicing, tax, commercial and regulatory obligations in such jurisdictions.

Medius does not assume any statutory obligations of Customer as issuer, recipient, or taxpayer.

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3. Medius Obligations

3.1 Processing and Transmission

Medius will:

- (a) receive Invoice Data via agreed interfaces and in a format offered by Medius;
- (b) apply technical validations, mappings or transformations necessary to route invoices;
- (c) transmit/receive invoices, invoice data and status messages to/from recipients or government systems when technically and legally feasible based on the agreed scope; and
- (d) relay status messages, responses and error notifications received from such systems.

3.2 Integrity and Authenticity

Medius will preserve integrity, authenticity and legibility of archived invoices by using appropriate technical measures such as cryptographic hashes, timestamps, controlled access, logging, or equivalent controls designed to prevent unauthorized modification.

3.3 Archiving

Where archiving is included in the Order Form:

- (a) Medius will retain the invoices in electronic form archived for the legal retention period defined by its E-Invoicing Services, however no longer than for the duration of the Agreement. Customer remains responsible for meeting any additional statutory retention obligations applicable to their business; and
- (b) Customer will have access to retrieve archived invoices and related evidence for audit or inspection purposes within the period set forth in a).

4. Customer Obligations

4.1 Data Quality

Customer must provide complete, accurate, and lawful Invoice Data and ensure it is updated when necessary.

4.2 Configuration and Credentials

Customer is responsible for:

- (a) configuring its own systems for integration with the E-Invoicing Services according to Medius's specifications;
- (b) obtaining and maintaining any certificates, identifiers, or credentials used to access government platforms, e-reporting systems or networks; and
- (c) keeping such credentials secure and up to date.

4.3 Error Management

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Customer is responsible for reviewing and addressing validation errors, rejections, or failed submissions, including making corrections or re-issuing invoices where required by Applicable Law. Medius will surface errors and status information made available by external platforms but will not determine the legal or tax implications of such information.

4.4 Compliance

Customer must ensure that its use of the E-Invoicing Services and its invoicing processes comply with all Applicable Law, including invoicing and tax rules, accounting obligations and commercial law requirements.

4.5 Cooperation

Customer shall provide any information, access, decisions or assistance reasonably required for:

- (a) audits or inspections where data from the E-Invoicing Services is relevant;
- (b) troubleshooting or Incident resolution; and
- (c) implementing regulatory changes or updates to the E-Invoicing Services.

5. Government Platforms and Third Parties

5.1 External Dependencies

When the E-Invoicing Services rely on external systems such as government clearance platforms, e-reporting gateways, tax authority networks, or interoperability frameworks, Medius does not control the availability, latency, processing rules, or decisions of these external systems and is not liable for their failures, rejections or unavailability.

5.2 Interoperability

Medius may modify integrations, interfaces, or protocols as necessary to maintain interoperability with government platforms or networks or to comply with regulatory changes. Customer shall reasonably cooperate in implementing any required changes on their side.

6. Changes in Law

6.1 Regulatory Compliance

Medius will implement such changes to the E-Invoicing Services as required to comply with Applicable Law for the jurisdictions and scope expressly agreed in the Order Form or the product documentation.

6.2 Material Changes

If a change in Applicable Law significantly increases Medius's cost or technical burden to provide the E-Invoicing Services, Medius may propose reasonable adjustments to fees, scope, timelines, or the technical design of the service. The Parties shall negotiate in good faith any such adjustments. If the Parties do not reach agreement on a proposed adjustment within thirty (30) days following Medius's proposal, the adjustment will take effect automatically unless the Customer terminates the E-Invoicing Services before the expiry of the thirty (30) days period.



7 Customer Indemnity

Customer will indemnify and hold harmless Medius from claims, fines, penalties or damages (including reasonable legal costs) arising out of or relating to: (a) unlawful or incorrect Invoice Data supplied by Customer; (b) Customer's misuse of the E-Invoicing Services; or (c) Customer's breach of Applicable Law in connection with the E-Invoicing Services.

8. Updates to this Addendum

Medius may update this E-Invoicing Services Addendum for regulatory, operational or security reasons. Medius will notify Customer of the updated Addendum. Customer will have twenty (20) days from notification to object in writing. If Customer does not object within that period, the updated Addendum will be deemed accepted and will apply going forward. If the Customer objects before the expiry of this period, the Parties shall negotiate in good faith the updates. If the Parties do not reach agreement on a proposed adjustment within fifteen (15) Business Days following Customer's objection, the updates will take effect automatically unless the Customer terminates the E-Invoicing Services in writing before the expiry of the fifteen (15) Business Days period.