

GoCardless

GoCardless, Inc.
111 Congress Avenue
Suite 500
Austin, TX
78701
United States

JANUARY 30, 2025

Dear Merchant,

Transfer of Contract

We refer to the Payment Services Agreement between you and GoCardless Ltd, with company number 07495895 and registered address at Sutton Yard, 65 Goswell Road, London, England, EC1V 7E (the “**Outgoing Party**”) (the “**Contract**”).

As part of an internal reorganisation within the Outgoing Party’s group of companies, Outgoing Party is changing the legal entity which processes payments for merchants based in the United States of America from the Outgoing Party to another entity with the same group of companies, GoCardless, Inc with company number 5753789 and registered address 111 Congress Avenue, Suite 500, Austin, Texas 78701, USA (the “**Incoming Party**”) as of 1 April 2024 (the “**Effective Date**”). As part of this reorganisation, the Outgoing Party wishes to transfer its rights, obligations and liabilities under the Contract to the Incoming Party on the terms set out below. With the exceptions outlined below, there will be no changes to the way that your payments are collected, processed or released to you. You should not experience any disruption to services as a result of this change.

With effect from the Effective Date, therefore:

1. The Outgoing Party transfers all of its rights, obligations and liabilities under the Contract to the Incoming Party; References to the Outgoing Party in the Contract shall be read as references to the Incoming Party.
2. The Incoming Party accepts the novation and transfer of such rights, obligations, and liabilities of Outgoing Party under the Contract, undertakes to perform the Contract and to be bound by the terms of the Contract in every way as if Incoming Party were a party to the Contract in place of Outgoing Party.
3. You consent to the said novation and transfer and release and discharge Outgoing Party from all claims and demands under or in connection with the Contract, whether arising before, on or after the Effective Date and accept the liability of Incoming Party under the Contract in place of the liability of Outgoing Party.
4. You agree to be bound by the terms of the Contract in every way as if the Incoming Party were named in the Contract as a party in place of the Outgoing Party. You agree to release the Outgoing Party from liability for any failure by the Outgoing Party to perform its obligations under the Contract before the Effective Date on the basis that the Incoming Party is to assume liability for those failures in the Outgoing Party’s place.
5. You and the Incoming Party shall have the right to enforce the Contract and pursue any claims and demands under the Contract against the other with respect to matters arising before, on or after the Effective Date as if Incoming Party were a party to the Contract in place of Outgoing Party.
6. If you do not agree with the transfer of rights, obligations and liabilities from the Outgoing Party to the Incoming Party you have two months from the Effective Date to terminate the Contract by sending an email to support@gocardless.com. If the Outgoing Party does not receive notification of your intention to terminate within the 2 months from the date of this letter, then the Incoming Party and the Outgoing Party can validly suppose your implied consent to novate the Outgoing Party’s rights, obligations and liabilities under the Contract to the Incoming Party on the terms of this letter with effect from the Effective Date.

Signed by

for and on behalf of GoCardless
Limited

Signed by:
Maria Adwin
548F332254304BF...

Signed by

for and on behalf of GoCardless
Inc.

Signed by:
Youssef
25EDD5F29E84443...