

ELECTRONIC MONEY AND PAYMENT ACCOUNT AGREEMENT

Effective date: 25.10. 2022

1. Terms Used in the Agreement

- 1.1. General Service Agreement is the General Service Agreement concluded between the Institution - UAB "Pervesk" (company code 304186270, registered address Gedimino Ave. 5-3, LT-01103 Vilnius, the Republic of Lithuania (email address support@finrax.com)), and the Client, including all amendments and supplements, and which is an integral part of the Account Agreement and which the Client can also access on the Website.
- 1.2. The services, indicated in 2.1., accessible via Website, are provided by UAB "Pervesk" which acts as a partner of Finrax only with regards to the provision of the aforementioned services.
- 1.3. Other terms used in the Agreement are in accordance with the terms defined by the General Service Agreement, the Law on Payments of the Republic of Lithuania and the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania.

2. Subject of the Agreement

- 2.1. Under this Agreement, the Institution undertakes to open the Account for the Client, accept the funds from the Client, issue the appropriate amount of electronic money and credit them to the Account opened by the Client, execute the Client's instructions for the transfer and redemption of electronic money and other payment transactions, to enable the Client to manage the Account by remote electronic means and execute other operations performed by the Institution, and the Client undertakes to pay to the Institution for the provided services and performed operations.

3. Know Your Customer

- 3.1. By signing this Agreement, the Client is informed that the Institution, both by itself and through third parties, can verify and evaluate the Client's and its beneficiaries' identity, activity, origin of the funds, risks and any other information required to properly know the Client. The Client undertakes to provide the Institution with all information and documents requested by it for the purposes of getting to know the Client within the deadline specified by the Institution and in the form and language specified by the Institution. If the Institution cannot properly and fully get to know the Client, this Agreement is not concluded, and, if it has been concluded, it is immediately and without notice terminated.
- 3.2. The Client agrees and undertakes at any time at the request of the Institution to update and/or submit to the Institution additional information and documents about the identity of the Client and its beneficiaries, origin of the funds used, activities and other information requested by the Institution to get to know the Client, within the timeframe specified by the Institution and in the form and language indicated by the Institution.

3.3. Upon change of any data indicated by the Client during the last procedure of getting to know the Client, the Client undertakes to notify the Institution immediately and not later than within one working day in writing, including by e-mail, and provide the documents related to such changes. In case of failure to fulfill the obligations provided for in this clause, the Client is solely responsible for all consequences arising out of non-communication in a timely manner and agrees that the actions of the Institution, carried out using the last contact details known to the Institution and power of attorneys, shall be deemed to have been performed properly.

4. Use of the Account and the Conditions for the Issuance and Redemption of Electronic Money

- 4.1. The Account is opened for the Client for the term of the Agreement.
- 4.2. The Client can use the Account on the Website by connecting to the server of the Institution.
- 4.3. The Client may deposit funds into the Account, withdraw funds from the Account, hold funds in the Account, transfer, accept and perform other operations which the Institution allows to execute with the Account.
- 4.4. The funds in the Account are the property of the Client, except for the fees, losses and other similar amounts payable to the Institution, as provided by this Agreement, the General Service Agreement, other agreements between the Institution and the Client or the legal acts.
- 4.5. The funds kept in the Account are Electronic Money. When the Client makes a deposit and/or receives money in the Account, the Institution will issue Electronic Money and credit them to the Account at the nominal value of the funds deposited and/or accepted (after paying the Institution fees, if applicable).
- 4.6. Electronic Money in the Account is not considered as a deposit or other repayable funds; for it the Institution does not pay interest and does not provide other benefits related to the duration of holding Electronic Money in the Account.
- 4.7. The Client is entitled to withdraw Electronic Money from the Account at any time, except in cases where the Account and/or the provision of the Institution's services to the Client are blocked or otherwise restricted in accordance with this Agreement, the General Service Agreement, other agreements between the Institution and the Client or the legal acts. When withdrawing Electronic Money from the Account, the amount of Electronic Money withdrawn by the Client (after deduction of the Institution fees, if applicable) is redeemed by the Institution at par value and transferred to the bank or other type of account specified by the Client or transferred by other methods supported by the Institution. During the term of the Agreement, the Client may withdraw all or part of the Electronic Money from the Account. Upon termination of the Agreement, the Client may only withdraw from the Account all Electronic Money.
- 4.8. Fees for using the Account, including fees for the issuance and redemption of Electronic Money, are indicated in the Standard Rates and provided on the Website.
- 4.9. The fee for the redemption of Electronic Money only applies in the following cases:
 - 4.9.1. The Client requests to redeem Electronic Money before the expiry of the term of the Agreement;
 - 4.9.2. The Client terminates the Agreement before the expiry date specified in the

Agreement;

4.9.3. The Client requests to redeem the Electronic Money more than one year after the expiration of the term of the Agreement.

5. The Institution Undertakes:

- 5.1. To open for the Client the Account specified in the Agreement in Euro or in another currency agreed by the Parties.
- 5.2. To credit funds transferred or paid in cash and deposited on the Institution's account, to issue Electronic Money at the nominal value of money and to credit them to the Client's Account.
- 5.3. To execute payment orders submitted by the Client or his representative in accordance with the terms and conditions stipulated by the agreements between the Institution and the Client and the laws of the Republic of Lithuania, provided that the Account contains sufficient funds for execution of payment orders and payment of fees for the services rendered and operations performed by the Institution in accordance with the Standard Rates at the time of the Institution's working day, but not later than stipulated by the agreements between the Institution and the Client and the laws of the Republic of Lithuania.
- 5.4. To provide services and execute operations in the Account using the Standard Rates approved by the Institution and valid at that time, unless the Parties agreed upon otherwise. Information on Standard Rates and their fluctuations are available on the Website. If the Client does not submit a written request to terminate the Agreement within the time period specified in the General Service Agreement, the Client shall be deemed to have consented to the changed Standard Rates.
- 5.5. To only provide information about the status of the Account, as well as the Account statements, which indicate the balance of the Account and the operations performed to the Client, as well as to the Client's representative. In the absence of the Client's consent, to only provide the information in cases provided for by the laws of the Republic of Lithuania.
- 5.6. To provide advice to the Client on the matters of Account management.

6. The Client Undertakes:

- 6.1. When opening, processing, and closing the Account, to submit the required documents to the Institution, confirming the right of the Client or the Client's representative to manage the Client's Account and the funds therein.
- 6.2. To pay to the Institution a standard fee for the services rendered and transactions executed by the Institution, which the Institution has the right to deduct from the Account on the day the operation is executed. If, on the day of the transaction, the Account does not have sufficient funds to deduct the Institution's fee, the Client agrees that the fee for the executed transaction or rendered services will be deducted on any other day when the balance of the Client's Account is sufficient.
- 6.3. To ensure that the Account has sufficient funds to execute the payment order and to pay for services rendered and payments executed. If the Account does not have sufficient funds for the payment for the services rendered and transactions executed, the Client agrees, and the Institution is entitled to deduct this fee from other accounts of the Client

at the Institution.

- 6.4. In the event of any change in the data provided to the Institution by the Client (name, surname, name of legal entity, residence or registration address, registration data, persons authorized to manage the funds of the Account or their data or other information previously provided to the Institution), to immediately, but not later than within 3 (three) working days, report this to the Institution and provide supporting documents. The Client, having failed to properly fulfill the obligations provided for in this clause, is solely responsible for all the consequences arising therefrom.
- 6.5. To immediately notify the Institution of incorrectly credited or debited funds, as well as other mistaken transactions of the Account. In the event of insufficient funds to debit the amounts incorrectly credited to the Account, the Client unconditionally undertakes within 3 (three) business days from the day of reception the request from the Institution to return the incorrectly credited funds to the Institution.
- 6.6. To ensure that the use of the Account does not violate the requirements of the agreements concluded between the Institution and the Client and the legal acts, as well as that the funds contained in the Account are not used for illicit purposes or would result from illegal activity.
- 6.7. Use the Account in accordance with the terms and conditions of its use, ensure the security and confidentiality of the Account and login data, and take active steps to prevent Account and its login data from being used by unauthorized third parties.
- 6.8. Upon becoming aware of the unauthorized use of the Account and/or access to the Account or its login data, as well as the evidence or suspicions that such information has become known to third parties, the Client shall immediately, but not later than within 1 (one) business day, notify the Institution or the entity designated by it.

7. The Institution Is Entitled To:

- 7.1. Refuse to execute the order given by the Client if there is a suspicion that the order was submitted by a person unauthorized by the Client or documents submitted to the Institution are forged and require additional documents and/or information to be submitted.
- 7.2. If the funds have been incorrectly credited to the Account or incorrectly deducted from the Account, or other mistakes in transactions with the Account have been noticed, to correct these errors without the Client's additional consent.
- 7.3. In the enforcement of a court decision or in other cases provided by laws of the Republic of Lithuania, withdraw funds from the Account without the consent of the Client.
- 7.4. To suspend the deduction and payment of funds from the Account until the Client covers all of its debts to the Institution or in accordance with other cases provided by laws of the Republic of Lithuania.
- 7.5. Do not accept or execute the Client's instructions to execute transactions in the Account, if the funds in the Account are arrested or the Client's right to manage the funds in the Account is otherwise restricted.
- 7.6. For services rendered and transactions performed, the Client shall pay the fees payable according to the Standard Rates on the day the service to the Client was rendered or transaction was executed, except for the case provided for in Clause 6.2 of the Agreement and cases where the agreements concluded between the Institution and the

Client provide otherwise.

- 7.7. If the claims (orders) for debiting funds from the Account provided by law are provided by third parties, also if the Agreement or other agreements concluded between the Client and the Institution provides for the Institution to deduct the funds payable to the Institution by the Client from the Account, the Client's instructions to deduct funds from the Account are executed only after fulfilling the claims (instructions) submitted by third parties to deduct funds from the Account and debits the amounts due from the Account to the Institution.
- 7.8. If the Client's representative wishes to receive a service or execute a transaction on behalf of the Client who submits to the Institution the documents proving he is representing the Client, the Institution has the right to render the service or execute the payment order of the Client representative's only after verifying the authenticity of the documents submitted by the Client's representative and the legitimacy of the authorization. The authority of the Client's representative shall be determined in accordance with the documents required by the Institution.

8. The Client Is Entitled To:

- 8.1. In compliance with this Agreement, the General Service Agreement, as well as other agreements concluded with the Institution, to execute payments and other operations with funds in the Account and use other services provided by the Institution.
- 8.2. To submit a request to the Institution for concluding the agreements for services provided by the Institution.
- 8.3. To conclude additional agreements with the Institution on special terms of the Agreement.

9. Duration, Amendment and Termination of the Agreement

- 9.1. The Agreement enters into force on the day it is signed, and is valid indefinitely until the termination of the Agreement.
- 9.2. The Agreement may be amended or supplemented only by written agreement between the Parties, with the exception of the exceptions provided for in the Agreement.
- 9.3. The Institution has the right, for important reasons, to unilaterally change the terms of the Agreement, as well as the terms of the General Service Agreement and Standard Rates, informing the Client thereof no later than 60 (sixty) calendar days before the effective date of these amendments.
- 9.4. The Client is deemed to consent to the amendments specified in Clause 9.3 of the Agreement if he does not notify the Institution before the amendments take effect that he does not consent to them. If the Client informs that he does not agree to the amendments specified in Clause 9.3 of the Agreement, the Client has the right to terminate the Agreement before the date on which the amendments will take effect. If the Client does not exercise the right to terminate the Agreement before the amendments enter into force, the Client is deemed to accept the amendments to the Agreement.
- 9.5. The Agreement may be terminated by agreement of the Parties or by a unilateral declaration of one of the Parties as provided for in this Agreement.
- 9.6. The Client is entitled to terminate the Agreement upon notification to the Institution 30

(thirty) calendar days from the submission of the notification or under the conditions provided for by Clause 9.4 of the Agreement.

- 9.7. The Institution may unilaterally terminate the Agreement concluded for indefinite term by out-of-court procedure by giving notice of termination to the Client not later than 60 (sixty) calendar days in advance, except in cases provided for in Clause 9.8 and 9.9 of the Agreement.
- 9.8. The Institution is entitled to unilaterally and out-of-court terminate the Agreement by giving notice of termination 14 (fourteen) calendar days in advance to the Client, if the Client fails to perform or improperly performs the obligations provided for in the Agreement or it becomes evident that the Client, at the time of the conclusion of the Agreement or later submitted to the Institution incorrect or misleading information, the Client engages in an activity unacceptable to the Institution, or the actions performed by the Client have, or could have, damaged the Institution's reputation, or there are other cases listed in the General Service Agreement.
- 9.9. The Institution has the right to unilaterally terminate the Agreement without additional notice, if no operations have been performed in the Account for one calendar year (automatic payment of the administration fee is not considered as transactions). Upon termination of the Agreement, the Institution, given the instruction of the Client, pays the balance of the Account in cash or transfers funds to another account of the credit, electronic money or payment institution indicated by the Client. If the Client has not given an order to transfer funds to another account, the Institution transfers funds to internal accounts of the Institution and informs the Client about it.
- 9.10. Termination of the Agreement is the basis for the closure of the Account.
- 9.11. The Account cannot be closed at the request of the Client if the Account is arrested or other restrictions apply to the Account.
- 9.12. In case of termination of the Agreement, the Client and the Institution must comply with all of their obligations stipulated by the Agreement and arising during its validity period.

10. Liability of the Parties

- 10.1. The Institution is liable for improperly executed payment orders in accordance with the procedure established by laws and other legal acts of the Republic of Lithuania.
- 10.2. The Institution is not liable for errors committed by correspondent banks and other banks (including credit, electronic money or payment institutions), and actions thereof which may lead to failing to fulfil the obligations or they are delayed.
- 10.3. The Institution is not responsible for relations and claims between payers and payees and does not investigate them.
- 10.4. The Client is liable for incorrect and inaccurate information provided to the Institution and reimburses all losses incurred by the Institution in accordance with the procedure established by laws and other legal acts of the Republic of Lithuania.

11. Other Conditions

- 11.1. The Institution manages personal data provided by the Client or Client's representative. The purpose of personal data management is to open the Account for the Client, execute all legitimate Account operations, execute direct marketing and, if necessary, to recover the debt from the Client and provide personal data to third parties in the cases

and according to the procedure established in this Agreement and the Law on the Protection of Personal Data of the Republic of Lithuania. The Institution collects, stores, manages the data of the Client or the Client's representative under the conditions provided for in the Agreement during the term of the Agreement and 10 (ten) years after the termination of the Agreement.

- 11.2. The Client's representative may act on behalf of the Client, provided the appropriate power of attorney and a personal identity document (with personal code, photo, signature) and other documents and information requested by the Institution that prove the fact of representation are submitted to the Institution.
- 11.3. Last month's Account statements are deemed approved by the Client, if the Client does not comment on the statements within 15 (fifteen) calendar days from the receipt of the statement.
- 11.4. The terms of the Agreement are confidential and are not made public without the consent of the other Party, except in the cases provided by the laws of the Republic of Lithuania.
- 11.5. The Parties declare that, at the time of signing the Agreement, they are not aware of any circumstances prohibiting the conclusion of this Agreement or restricting the right of the Parties to conclude this Agreement. The Client declares that all the conditions of the Agreement are in accordance with his will, the terms and conditions of the Agreement, its content and the consequences of its conclusion are understandable and clear to him.
- 11.6. The Client is not entitled to transfer the rights and obligations arising from this Agreement to third parties without the prior written consent of the Institution. The Institution has the right at any time to transfer the rights and obligations arising from this Agreement to third parties without the consent of the Client, unless such transfer of rights and obligations is in conflict with legal acts.
- 11.7. The law of the Republic of Lithuania is applicable to this Agreement.
- 11.8. The execution of this Agreement is also governed by the Civil Code of the Republic of Lithuania, the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania, the Law on Payments of the Republic of Lithuania, other laws and legal acts, as well as the General Service Agreement and other internal Institution's acts regulating the performance of operations.
- 11.9. The Client and his representative, upon signing this Agreement, declare that they are familiar with and committed to comply with the conditions provided for in the General Service Agreement, which are an integral part of this Agreement, and have been informed that amendments to the General Service Agreement are available on the Website.
- 11.10. The Parties agree that all disputes shall be resolved through negotiations. Any dispute, not settled by negotiations or other pre-trial procedures, shall be settled in the competent court of the Republic of Lithuania according to the registered address of the Institution.
- 11.11. The Agreement is concluded in two copies – one for each Party.