

AGREEMENT FOR THE PROVISION OF SERVICES TO BUSINESS CLIENTS

1. General Provisions

1.1. This Agreement is concluded between Benker UAB (company number 305084126), an Electronic Money Institution (License №: 91 issued on 13 January 2022 and supervised by the Bank of Lithuania), and the Client.

1.2. The subject of this Agreement is the basic terms of interaction between Benker UAB (hereinafter referred to as Benker) and the Client within the framework of the Client's registration process in the System, account opening, and receipt of other services provided by Benker. The terms of specific services, which form an integral part of this Agreement, are detailed in annexes, agreements, and rules that come into effect after the Client reviews them and starts using the respective services. In addition to this Agreement, the relationship between Benker and the Client is governed by applicable law, additional agreements, rules, and the principles of good faith and honesty.

1.3. This Agreement is an important document that the Client must carefully review before registering in the System, opening an Account, and using Benker services. The Client must carefully study the terms set forth in the Agreement, be aware of potential risks associated with using the System and follow recommendations on ensuring security when using the services.

1.4. The annexes to the Agreement constitute separate agreements in which Benker and the Client set out the terms for the provision of specific services. The terms outlined in the Annexes take precedence over other provisions of the Agreement. When the Client starts using new services, the relevant Annexes automatically come into effect. If additional verification or submission of documents is required to access new services, such services will be provided only after the specified requirements of Benker are met.

1.5. Definitions of terms used in the Agreement:

- Personal Data – information about a natural person that allows them to be identified directly or indirectly.
- Business Day – a day established by Benker for providing certain services. Different services may have different business days, which are indicated along with the Fees.
- Electronic Money – funds deposited by the Client into the Benker Account and used for payment transactions through the System.
- Recipient – a person or organization specified in the Payment Order as the recipient of funds.
- Statement – a document provided by Benker containing information about payment transactions carried out by the Client over a specific period.
- Fees – the cost of services and transactions set by Benker.

- Client – a legal entity that has concluded this Agreement.
- Client's Representative – a person authorized to represent the Client's interests in relations with Benker.
- Client Identification – the process of establishing the identity of the Client and/or its beneficial owners.
- Commission Fee – remuneration charged by Benker for executing payment transactions and related services.
- Money Transfer – an operation of transferring funds initiated by the Payer to the Recipient's account.
- Payment Order – an instruction from the Payer or Recipient to their service provider to execute a payment.
- Payment Transaction – an operation involving depositing, transferring, or withdrawing funds.
- Payment Service – any services related to payment accounts, execution of payment transactions, issuance and acceptance of payment instruments, and information support.
- Payment Instrument – any tool associated with the Benker Account and used for making payments.
- Benker Account – an account (electronic wallet) opened in the Client's name for making payments after successful identification.
- Account Transfer – the transfer of the Client's account to another service provider at the initiative of either Benker or the Client.
- Service – any service provided by Benker under the terms of this Agreement and its annexes.
- Benker Application – a mobile application for managing the Client's account.
- User Account – the Client's data obtained as a result of registration in the System.
- Acceptable Language – one of the languages offered by Benker and used in the System (the primary language is English).
- Strong Authentication – an identification procedure that involves using multiple independent factors to confirm identity.
- System – a software complex on the Benker website designed for service provision.
- Agreement – this document and all related documents (annexes, agreements, rules, etc.).
- Consent – confirmation by the Payer of their intent to make a payment, provided in accordance with the terms of the Agreement.
- Password – the Client's access code to the User Account, used for authentication and payment transactions.
- Party – either Benker or the Client.
- Unique Identifier – an individual number or code assigned by Benker to identify a participant in a payment transaction.

2. Registration in the Benker System

2.1. To start using Benker services, the Client must register in the System. Benker has the right to refuse registration of a new Client without providing reasons; however, Benker guarantees that any refusal to register is always based on valid reasons, which Benker is not obliged or entitled to disclose.

2.2. During the registration process, the User Account of the Client's Representative is created first. The User Account is personal, so each Client's Representative who is granted or will be granted the right to manage the Client's Account must register in the System, create their personal User Account, and complete the necessary identification process.

2.3. The Client's Account may be opened by its Representative. By registering the Client in the System, the Client's Representative confirms that they have been duly selected or appointed as the Client's Representative and that the legal entity they represent has been properly established and is legally operating. To complete identification in accordance with the procedures established in the System, the Client's Representative must provide the documents specified in the System. The Representative who opens the Client's Account has the right to grant Account management rights to other authorized persons of the Client after they register in the System and create their personal User Accounts.

2.4. The Agreement enters into force once the Client's Representative has registered in the System, reviewed the terms of this Agreement, and electronically agreed to comply with them. The Agreement is concluded for an indefinite period.

2.5. The Client's registration in the System confirms that the Client has reviewed, agreed to, and undertakes to comply with the terms of the Agreement.

2.6. The Client confirms that during registration in the System, they have provided accurate information about themselves and their Representatives, and that in the future, when modifying or supplementing this data, they will provide only accurate information. The Client is responsible for any losses resulting from the provision of incorrect data.

2.7. In cases and under the procedures specified in the Agreement or the System, the Client and/or its Representative must verify their User Account and confirm the provision of a new service or part of a service, as well as complete Client identification, for Benker to initiate or continue providing services. Client identification and confirmation of the User Account and new services are necessary to protect the interests of both the Client and Benker.

2.8. Benker has the right to request data and/or documents that allow Benker to identify the Client and/or obtain important information about the Client necessary for proper service provision. The specific data and/or documents that need to be provided will be indicated in the Client's notification regarding the need to undergo the Client identification process or another verification procedure.

2.9. During the Client identification process, Benker has the right to require the Client to take the following actions:

2.9.1. Provide original copies of the documents required by Benker and/or their copies, and/or copies of documents certified by a notary or another state-authorized entity;

2.9.2. In accordance with the obligation to determine the beneficial owner, Benker has the right to request the Client to provide a list of its current shareholders. By providing

this list, the Client must confirm that it is up-to-date and accurate, and that the listed individuals manage the shares (equity) of the legal entity in their own name, not on behalf of third parties. If the shares (equity) of the legal entity are managed on behalf of third parties, the Client must additionally disclose this, specifying the individuals who actually manage the shares (equity). Benker has the right to refuse to provide services if it is impossible to determine the beneficial owners of the legal entity (e.g., if the beneficial owners of the legal entity are bearer shareholders).

2.10. The locations, procedures, conditions, and costs of the Client identification process.

2.11. In certain cases, in compliance with legal obligations or when required by the type of requested documents (e.g., when an original document must be provided), Benker has the right to require the Client to undergo the identification process in a specific manner determined by Benker (e.g., at a Customer Service Center).

2.12. The Parties agree that the Client may verify their documents (such as contracts, agreements, etc.) using electronic means (including but not limited to signing on a screen with a special pen (stylus)).

2.13. Benker has the right to request additional information and/or documents related to the Client or their transactions and may suspend the execution of the Client's transaction until the Client provides the additional information and/or documents related to the suspended transaction. Furthermore, Benker has the right to require the Client to complete and periodically update the "Client Questionnaire" data. If the Client does not provide additional information and/or documents within a reasonable period set by Benker, Benker has the right to terminate the provision of services to the Client (fully or partially). Benker has the right to require that provided document copies be notarized and/or translated into at least one of the languages acceptable to Benker. All documents and information must be prepared and submitted at the Client's expense.

2.14. The Client will be notified of the initiation of a new service or the resumption of a suspended service via email (to the address specified by the Client's Representative during registration in the System) or by SMS if only a mobile phone number was provided during registration.

3. Service Fees and Payment Procedure

3.1. The prices and service provision timelines of Benker are specified in the relevant section of the Agreement or in the Appendix dedicated to a specific service.

3.2. If Benker reduces the general service Fees specified in the System, the new Fees apply to the Client regardless of whether the Client has been informed about the change, except in cases where the Fees are modified as described in this Agreement.

3.3. A commission fee is charged by Benker in the following cases:

3.3.1. When executing a Payment Transaction;

3.3.2. If the commission fee was not deducted at the time of the Payment Transaction, Benker has the right to deduct the commission fee from the Client's Account later, but no later than 2 (two) years after the execution of the Payment Transaction. The Client is informed about the commission fee deducted from their Account in the manner described in this clause, in the report for the period when the commission fee was charged;

3.3.3. The commission fee for a transaction is communicated to the Client before the execution of the Payment Transaction, unless otherwise provided by the rules of a specific Payment Instrument or service.

3.4. Depending on the complexity of the service provided and/or the individual risk level of the Client, Benker has the right to set individual service Fees for the Client that differ from Benker standard Fees. These Fees take effect for the Client from the moment the Account is opened (or upon the initial thorough verification of the Client) or within 30 (thirty) days from the date the Client is notified of the establishment of individual Fees. If the Client disagrees with the assigned Fees, they have the right to terminate the Agreement before the Fees come into effect.

3.5. The Client confirms that they have carefully reviewed and are aware of the prices of all other services provided to them and relevant to them by Benker.

3.6. Benker has the right to deduct the commission fee from the Account from which the Payment Transaction is executed or from other Accounts opened with Benker.

3.7. The commission fee is charged in the currency specified in the Agreement, Appendix, or on the websites linked in this Agreement or Appendix.

3.8. The Client undertakes to ensure that their Account has sufficient funds to pay or deduct the commission fee. If there are insufficient funds in the Account to pay the commission fee in the required currency, Benker has the right (but is not obliged) to deduct the commission fee from funds held in another currency in the Account and convert this currency into the required currency at Benker applicable exchange rate for the Client. If the Account holds funds in multiple other currencies, Benker may convert them into the payment currency based on the alphabetical order of the international currency abbreviations unless otherwise agreed between the Client and Benker.

3.9. If the Client fails to pay for the services provided by Benker in a timely manner, the Client is obliged, at Benker request, to pay a penalty of 0.05% for each overdue day.

4. Opening a Benker Account.

Methods of Storing Client Funds in a Benker Account.

Conditions for Depositing, Transferring, and Withdrawing Funds.

4.1. Based on this Agreement, a Benker Account is opened for the Client in the System

for an indefinite period.

4.2. A Benker Account allows Clients to deposit and transfer funds to their Account, store funds intended for transfers, make local and international money transfers, execute payments, receive funds into the Account, pay for goods and services, and conduct other operations directly related to money transfers.

4.3. In accordance with the license obtained by Benker, which registered the Client and provided them with a Benker Account, Client funds held in the Benker Account may be stored in one of the following ways:

4.3.1. As Electronic Money, which Benker issues after the Client deposits or transfers funds to their Benker Account. Once the Client has deposited, transferred, or received funds into the Account, Benker credits these funds to the Client's Account, thereby issuing Electronic Money at its nominal value. These Electronic Money units are assigned to the Client, stored in the Client's Benker Account, and protected in accordance with legal regulations;

4.3.2. As funds (monetary amounts) whose nominal value corresponds to the nominal value of the funds deposited, received, or transferred to the Benker Account.

4.4. The specific method of storing Electronic Money or funds (monetary amounts) (hereinafter collectively referred to as "funds") in the Benker Account is determined by the Client's Representative in the Account by selecting the "Deposit Funds" function, which contains instructions for each deposit method. The deposit instructions and the data provided therein are considered (or may be considered) Unique Identifiers necessary for the proper execution of a Payment Transaction.

4.5. The nominal value of the funds matches the nominal value of the funds deposited or transferred to the Benker Account.

4.6. Funds (excluding Electronic Money) stored in the Benker Account may be considered a deposit, for which interest may be paid in accordance with the terms of a separate Appendix to this Agreement. Electronic Money is not a deposit, and Benker never pays interest on their storage or provides any other benefits related to the duration of storing Electronic Money in the Benker Account.

4.7. During cooperation, the Client may open multiple Accounts with Benker.

4.8. At the Client's request, funds stored in the Client's Benker Account can be withdrawn (redeemed) at any time at their nominal value (except in cases specified in the Agreement where Account usage is restricted).

4.9. The Client expresses their request to withdraw (redeem) funds by creating a Payment Order to transfer funds from their Benker Account to any other account specified by the Client (banks and electronic payment systems to which Benker can transfer money) or by requesting the return of funds from their Benker Account using other methods specified

in the System and supported by Benker. Benker has the right to impose restrictions on the withdrawal (redemption) of funds.

4.10. There are no special conditions for withdrawing (redeeming) funds that differ from the standard conditions for Payment Transfers and other Payment Transactions carried out using the Benker Account. The Client selects the amount of funds to be withdrawn (redeemed) or transferred.

4.11. No additional fee is charged for withdrawing (redeeming) funds. When withdrawing (redeeming) funds, the Client pays the standard Commission Fee for the Payment Transfer or payout, the amount of which depends on the Payment Transaction performed by the Client. The standard Benker Commission Fee is charged for the transfer or payout of funds.

4.12. If the Client terminates the Agreement and requests the closure of the Benker Account, or if Benker ceases to provide Account-related services to the Client as stipulated in the Agreement, the funds in the Benker Account are transferred to the Client's designated bank account or electronic payment account in another system. Benker has the right to deduct from the returned funds any amounts owed to Benker (including unpaid Commission Fees for Benker services, as well as costs, including but not limited to fines imposed by International Payment Organizations, other financial institutions, and/or government authorities, and compensation for damages incurred by Benker due to the Client's violation of this Agreement). In the event of a dispute between Benker and the Client, Benker has the right to withhold the disputed funds until the issue is resolved.

4.13. If returning the funds to the Client is impossible due to reasons beyond Benker control, the Client is immediately notified, and they must promptly provide another account or additional information necessary for the return of the funds (payment execution).

5. Use of the Benker Account

5.1. The Client's Representative authorized to manage the Benker Account can manage the Account online by logging into their personal Client Representative Account using their personal login name and Password in a browser or via the Benker App. They must complete the Strong Authentication procedure by entering a one-time security code received via SMS or by using the confirmation function of the Benker App.

5.2. Benker sends the Client Representative a one-time security code via SMS or allows them to confirm an action through the confirmation function of the Benker App in the following cases:

- 5.2.1. When the Client Representative logs into their Account from a new device;
- 5.2.2. When the Client Representative changes the Account Password;
- 5.2.3. When the Client Representative changes the email address specified in the Account;
- 5.2.4. When the Client Representative changes the phone number specified in the Account;
- 5.2.5. In cases specified by the requirements of the Bank of Lithuania, where Strong Authentication is mandatory;
- 5.2.6. When the Client Representative logs into the Account from the same device after previously logging out;
- 5.2.7. When the Client Representative confirms their phone number.

5.3. The Client Representative must take all possible security measures, check the certificate of the website www.benker.io, and ensure that the one-time security code received via SMS or the confirmation function of the Benker App is used correctly and entered only within the Benker Account. Benker is not responsible for any Client losses resulting from entering the one-time security code or using the confirmation function fraudulently or unlawfully on fake Benker websites created by third parties, from disclosing the one-time security code to third parties who do not have the right to access the Client's Account, or from the Client's failure to comply with other obligations specified in clause 14.4 of the Agreement.

5.4. Payment transfers from the Client's Benker Account may be made:

- 5.4.1. To another System user's Account;
- 5.4.2. To bank accounts in Lithuania, the EU, and foreign countries (except for countries where payment transfers are not possible; Benker informs the Client about such countries in the System);
- 5.4.3. To accounts in other payment systems specified in the System.

5.5. When the Client submits a Payment Order for an international Payment Transfer, an additional Appendix applies.

5.6. Currency conversion is carried out based on the exchange rate in effect at that time, which is continuously updated (exchange rate changes take effect immediately and without separate notification).

5.7. The cost of creating and maintaining an Account and a Benker Account is specified separately. If the Client has not logged into their Account or performed any transactions for more than a year, Benker considers the Account and Account(s) inactive (unused). If the Account and Accounts are inactive and have no funds, Benker has the right to terminate the Agreement and close the Account and Accounts after informing the Client about the inactive Account and Account(s) 30 (thirty) days in advance. If at least one inactive Account contains funds, Benker does not delete the Account but only closes the inactive Accounts. If the Client's Account, with one or more Accounts containing funds, remains inactive for two years, Benker begins charging

a Service Fee for maintaining the inactive Account with funds. The Service Fee amount is specified separately.

5.8. When transferring funds from the Client's Account at Benker to the Client's card, bank account, or electronic payment account in other systems, as well as when transferring funds from a card, bank account, or other electronic payment system to the Benker Account, a fee may be charged for the respective services, as set by the respective bank or payment system.

5.9. The list of banks and electronic payment systems to which Payment Transfers are made, as well as the Commission fees for transfers and the timing of the transfers.

5.10. The fee for Benker services is deducted from the Client's Benker Account. If the funds in the Benker Account are less than the Payment Transfer amount and the cost of the Benker service, the Payment Transfer will not be executed.

5.11. When the Client transfers funds from the Benker Account to bank accounts or other electronic payment systems, and it is not a SEPA, SEPA INSTANT, TARGET2, SWIFT, or OPEN BANKING system transfer, Benker is indicated as the Payer. Along with the Payment Transfer, this information is provided to the Recipient, which, depending on technical capabilities, may be provided in one or more of the following ways:

5.11.1. Detailed information about the Payer-Client is indicated in the primary Payer field, if such a system is supported by the relevant payment system or electronic banking system;

5.11.2. Detailed information about the Payer-Client is indicated in the payment description field;

5.11.3. Along with the Payment Transfer, the Recipient is provided with a unique link created specifically for this transfer, leading to a page with detailed payment information and the Payer's details.

5.12. If the Payer provided incorrect data for the Recipient of the payment (Unique Identifiers) – for example, the account number provided by the Payer belongs to someone other than the intended recipient, and the Payment Order is processed based on such data, it is considered that Benker has fulfilled its obligations properly, and the Payment Order amount will not be refunded to the Payer. Benker undertakes to take all necessary measures to track the Payment Operation and return the amount of the Payment Operation. However, if Benker is unable to do so, the Payer must directly contact the recipient of the transfer regarding the refund.

5.13. The Client must provide a Payment Order to execute the Payment Operation in accordance with the instructions provided in the System and in effect at the time of the transfer. If the Client is the Recipient, they must provide the Payer with detailed and accurate information so that the Payment Order for the Payment Operation complies with the instructions in the System at the time of the transfer. Before providing the Payment Order for the execution of the Payment Operation or the details to another Payer, the Client must check and update the account replenishment instructions. The instructions for

making a deposit and the details provided in them are considered (may be considered) Unique Identifiers required for the proper execution of the Payment Operation.

5.14. If the Payer provides an incorrect Payment Order or indicates incorrect data for the Payment Transfer, but the Payment Transfer has not yet been executed, the Payer may request to correct the Payment Order. In this case, a correction fee for the Payment Order will be charged, as specified in the System.

5.15. If Benker has received the funds but cannot credit the funds specified in the Payment Order to the Recipient's Account (e.g., the Recipient's Account is closed, an invalid IBAN number is provided, etc.), Benker will return the amount of the Payment Operation to the Payer within two business days. In this case, an additional fee may be charged for returning the Payment Order. If Benker cannot execute the Payment Order due to an error by the Payer in filling out the Payment Order, the Payment Order may be canceled, and the funds returned to the Payer, but only upon the written request of the Payer and with the Recipient's consent to return the funds to the Payer (if the Recipient can be identified). In this case, a cancellation fee for the Payment Order will be charged as specified in the System.

5.16. In all cases where Benker receives a Payment Order but, due to errors in the Payment Order, the funds cannot be credited to an Account, and neither the Payer nor the Recipient contacts Benker within one month to clarify the Payment Order or request a refund, Benker takes all possible measures to track the Payment Transaction to obtain the necessary information and execute the Payment Order. The Payment Transaction may be tracked using the following methods:

5.16.1. If Benker has the Payer's contact details (email address or phone number), Benker contacts the Payer to request clarification of the Payment Order.

5.16.2. If Benker does not have the Payer's contact details and neither the Payer nor the Recipient contacts Benker regarding the funds specified in the Payment Order, Benker contacts the Payer's Payment Service Provider institution from which the funds were received, requesting that they contact the Payer to clarify the Payment Order information. This is done if the Payer's Payment Service Provider institution can be reached via electronic means of communication.

5.16.3. If the Payment Transaction cannot be tracked using the above methods, Benker has the right to initiate a Payment Transfer of 0.01 (one-hundredth) EUR (or transfer an equivalent amount in another currency if the Payment Transfer is made in another currency) or another minimal Payment Transfer amount with a request in the payment reference field for the recipient to contact Benker via email to clarify the incorrect Payment Order. This is done if Benker knows the Payer's account from which the funds were received, the costs of executing such a Payment Transfer are reasonable, and the Payment Transfer amount is no less than 10.00 (ten) EUR (or an equivalent amount in another currency if the Payment Transfer is made in another currency).

5.17. In all cases listed in section 5.16 of the Agreement, the System-specified Commission Fee for clarifying (correcting) a Payment Order is charged and deducted from the transfer amount before it is credited to the Recipient's Client Account.

5.18. If none of the tracking methods specified in section 5.16 of the Agreement can be used, and if, based on the data provided and/or clarified by the Payer in the Payment Order, the Recipient still cannot be identified, the funds remain in the Benker System until the Payer or Recipient contacts Benker and provides additional data allowing the funds to be credited to the Recipient's Account (after deducting the Commission Fee for clarifying the Payment Order from the transfer amount before it is credited to the Recipient's Client Account). Such funds may also be returned to the Payer based on their written request. In such cases, the Commission Fee for returning funds, as specified in the System, is charged and deducted from the transfer amount before the funds are returned to the Payer.

5.19. If a Client notices that funds not belonging to them have been credited to their Benker Account, they must immediately notify Benker. The Client has no right to use the erroneously credited funds. If funds were transferred to or from the Client's Benker Account to their other accounts by mistake or in any other cases without a legal basis, Benker has the right, and the Client grants irrevocable consent, to withdraw the funds from the Client's Benker Account without the Client's prior approval. If there are insufficient funds in the Client's Benker Account to withdraw the erroneously credited amount, the Client unconditionally agrees to return to Benker the mistakenly credited funds to their Benker Account or transferred from their Benker Account to their other accounts within three (3) business days from the date of receiving a request from Benker. If the Client fails to return the erroneously credited funds on time, they must pay a penalty of 0.05% of the transfer amount for each overdue day upon Benker request.

5.20. After opening an Account, standard limits on Payment Transfers apply to the Client. The Client has the right to change the Payment Transfer limits by logging into their Account and setting the desired limits. Benker has the right to restrict Payment Transfer limits and require the Client to complete an additional identification procedure as determined by the System. The Client is informed of the limit activation via email.

5.21. The Client can check their Account balance and transaction history by logging into their Account. They can also find information on all Commission Fees and other amounts deducted from their Account over a specific period.

5.22. The Client guarantees that:

5.22.1. The funds credited to their Benker Account are not derived from criminal activity.

5.22.2. They will not use Benker services for illegal purposes, including conducting transactions or operations intended for money laundering or legalizing funds obtained through criminal or other unlawful means.

5.23. The Client can manage their Benker Account and conduct Payment Transactions from the Benker Account using the following methods:

5.23.1. Online (by logging into their personal Account);

5.23.2. Through the Benker App (after the Client agrees to the App's terms and conditions);

5.23.3. Using Payment Instruments linked to the Benker Account (after the Client agrees to the App's terms and conditions);

5.23.4. Using other means specified by Benker, after the Client agrees to the terms of use for such means.

5.24. Confirmations, orders, statements, messages, and other actions performed by the Client on third-party websites or in other locations, by logging in through their Benker Account and thereby identifying themselves, are equivalent to concluding a transaction confirmed by an electronic signature.

5.25. Execution of Payment Orders from the Benker Account via the Internet:

5.25.1. To carry out a Payment Transaction via the Internet, the Client's Representative must complete and submit a Payment Order, confirming the Client's Consent to the Payment Order electronically in the System.

5.25.2. The submission of a Payment Order for execution in the System constitutes the Client's Consent to the Payment Transaction and cannot be revoked (cancellation of a Payment Order is only possible before the execution of the Payment Order begins—the payment status and the possibility of cancellation can be checked in the Client Representative's Account).

5.25.3. When creating a Payment Order to transfer funds from their Benker Account to another Client's Benker Account, the Client may protect the Payment Transfer with a Payer Password. In such cases, the Payment Transfer is finalized only when the Recipient enters the Password set by the Client-Payer and provided to the Recipient. If the Recipient does not enter the Password set by the Payer, the payment amount is automatically returned to the Payer's Benker Account after 30 (thirty) days. The moment of authorization for such a Payment Transfer is when the Recipient enters the Transfer Password, and such a Payment Transfer cannot be canceled after the Recipient has entered the Password. The Client bears full responsibility for the proper and secure transmission of the Payment Transfer Password to the Recipient and guarantees that the Password is provided only to the payment Recipient.

5.25.4. When completing a Payment Order via the Internet, the Client may specify a future payment date; however, the payment date cannot be more than two years from the date of completing the Payment Order. If there are sufficient funds in the Client's Benker Account on the specified date, the Payment Order will be executed. A transfer to another Benker Account is executed immediately after the start of the specified day (at 00:00 EET time zone). A transfer to a bank account is carried out within the timeframes specified in the System.

5.25.5. If a Payment Order is incorrectly completed, the Payment Transfer is not executed, except in exceptional cases where Benker, on its own initiative, corrects the Payment Order by clarifying its details or having sufficient information to independently determine the accuracy of the information and processes it in the usual manner.

5.25.6. If there are insufficient funds in the Benker Account to execute the Payment Transfer, the Payment Transfer will not be carried out. However, the System will attempt to process it for another 5 (five) days from the moment the Payment Order is received. If, during this period, the required amount does not appear in the Benker Account, the Payment Order will be canceled, and no further attempts to process it will be made. If the Client's Benker Account lacks sufficient funds for a Payment Transfer in one currency but has enough in another currency, the Payment Transfer will not be executed until the Client converts the currency into the payment currency (except in cases where the Client has enabled the automatic conversion function or when the transfer is made to pay for goods or services through the Benker System).

5.26. The terms of use for methods of managing the Benker Account that are not specified in clause 5.23 of this Agreement (excluding account management via the Internet) are outlined in separate Appendices regulating specific methods of managing the Benker Account. A specific Appendix governing other methods of managing the Benker Account becomes effective for the Client if the Client wishes to use the respective management method. The Appendix takes effect for the Client after the Client has confirmed electronically or by other means that they have read the terms of the Appendix and expressed their consent to use the service specified in the Appendix.

5.27. Information about executed and received transfers is provided in the Client's Account Statement. The Client can view or print this information free of charge at any time and with any frequency by logging into their Account.

6. Moment of Receipt of the Payment Order, Requirements for the Payment Order, and Refusal to Execute the Payment Order

6.1. When the Client is the Payer, the Payment Order is considered received by Benker (the execution period begins) on the day of its receipt. If the moment of receipt does not coincide with a Benker business day, the Payment Order is considered received on the next Benker business day.

6.2. A Payment Order received by Benker on a Benker business day but outside the established business hours is considered received on the next Benker business day.

6.3. Payment Orders within the Benker System are executed immediately (within a few minutes, except in cases where the Payment Operation is delayed due to legal regulations or the terms of this Agreement), regardless of Benker business hours.

6.4. Benker has the right to store any Payment Orders submitted through any method agreed upon with Benker, as well as information about all Payment Operations carried out by the Client or based on the Client's Payment Order. Benker may provide the data mentioned in this clause to the Client and/or third parties with a legal basis for receiving

such data as proof of the submission of Payment Orders and/or execution of Payment Operations.

6.5. Payment Orders submitted by the Client must comply with the requirements for submitting and/or the content of a Payment Order established by law and Benker. The Client's Payment Orders must be clearly and unambiguously formulated, feasible, and explicitly express the Client's intent. Benker is not responsible for errors, inconsistencies, duplications, and/or contradictions in the Client's Payment Orders, including but not limited to the correctness of the Client's Payment Order details. If the Payment Order submitted by the Client lacks sufficient information or contains other deficiencies, Benker, depending on the nature of the deficiencies, may refuse to execute such a Payment Order or execute it according to the information provided in the Payment Order.

6.6. Benker has the right to refuse to execute a Payment Order if there are reasonable doubts that the Payment Order was submitted by a lawful Representative of the Client, if the documents submitted to Benker do not comply with legal or Benker requirements, or if there are doubts about the authenticity or reliability of the submitted documents. If Benker has justified concerns that the Payment Order was not provided by the Client's lawful Representative, doubts about the authenticity of the documents submitted to Benker, or other concerns regarding the legality or content of the Payment Order, Benker has the right to require the Client, at their own expense and in a manner acceptable to Benker, to additionally confirm the submitted Payment Order and/or provide Benker with documents confirming the right of individuals to manage the funds in the Account, or other documents specified by Benker. In the cases mentioned in this clause, Benker acts in the interest of protecting the legitimate interests of the Client, Benker, and/or other persons. Therefore, Benker is not responsible for any possible losses related to the refusal to execute the Payment Order.

6.7. The Client is obliged to ensure that there are sufficient funds in the required currency in their Account to execute the Client's Payment Order.

6.8. Before executing the Client's Payment Order, Benker has the right to require the Client to provide documents proving the legal origin of the funds related to the Payment Order. If the Client fails to provide such documents, Benker has the right to refuse to execute the Payment Order.

6.9. Benker has the right to involve third parties for partial or full execution of the Payment Order provided by the Client, if required by the interests of the Client and/or the nature of the Payment Order. If it is necessary for the proper execution of the Payment Order to send it to another financial institution and carry it out through that institution, but the institution, following its internal procedures, halts the execution of the Client's Payment Order, Benker is not responsible for such actions of the financial institution, but will attempt to ascertain the reasons for the halt of the Payment Order. Benker has the right to suspend and/or terminate the execution of the Client's Payment Order if required by applicable law or if necessary for other reasons beyond Benker control.

6.10. If Benker refuses to execute the Client's Payment Order, Benker will promptly inform the Client or create conditions for the Client to be made aware of such a notification, except in cases where such notification is technically impossible or prohibited by applicable legislation.

6.11. Benker does not accept or execute the Client's Payment Orders for transactions using the Account if the funds in the Account are frozen or if the Client's right to manage the funds is restricted by other legal means, as well as when Benker operations are halted in accordance with applicable law.

6.12. If a payment is returned for reasons beyond Benker control (e.g., inaccurate Payment Order details, the Recipient's account is closed, or due to the fault of the intermediary selected by the Payer), the returned amount will be credited to the Account. The commission paid by the Payer for the Payment Order will not be refunded, and the Account may be charged with Benker expenses related to the return of funds.

6.13. Payment transfers initiated by Benker, if technically possible, may be urgent or non-urgent. The Client may choose the method of Payment Transfer, provided that technical capabilities allow it. If the Client does not choose a method for the Payment Transfer, it is considered that they initiated the Payment Transfer on the most favorable terms for the Client, which are automatically selected by the System.

7. Providing and Cancelling Consent, Executing and Cancelling Payment Orders

7.1. A payment operation is considered authorized only when the Payer provides Consent for the operation. Consent for the operation provided to Benker intermediary is considered as provided to Benker itself. The Client (Payer) can provide Consent in a manner established by Benker or agreed upon by Benker and the Client. Consent provided in writing must be signed by the Client or their legal Representative. Consent can also be confirmed by electronic signature, Password, codes, and/or other means of identity verification. Consent for carrying out a payment operation or several payment operations may also be provided through the Recipient or payment initiation service provider. Consent confirmed by the Client (Payer) in any of the ways provided in this section is considered duly confirmed and has the same legal effect as a paper document signed by the Client (or their Representative) and is admissible as evidence in disputes between Benker and the Client in courts and other institutions. The Client has no right to dispute the payment operation carried out by Benker if the Payment Order was confirmed by Consent provided in the manner specified in this section.

7.2. The Client's (Payer's) Consent is provided before the payment operation is carried out. By agreement between the Client (Payer) and Benker, the payment operation may be authorized (the Client's Consent may be obtained) after the payment operation is carried out.

7.3. The Client agrees that by carrying out a payment operation, Benker will transmit the information specified in the Payment Order (including the Client's Personal Data) to persons directly involved in carrying out such a payment operation – international payment card organizations; companies processing payment card transaction information; the Recipient's Payment Service Provider; the operator of the payment system used for the payment operation; Benker intermediaries and the Recipient's Payment Service Provider; the payment initiation service provider; the Recipient.

7.4. Cancellation of Payment Order:

7.4.1. A Payment Order cannot be cancelled after it is received by Benker, except in cases provided by the Agreement.

7.4.2. If the payment operation is initiated by the Recipient, through the Recipient (e.g., when paying by payment card), or by the payment initiation service provider, the Payer cannot cancel the Payment Order after the Payment Order has been sent, the Payer has given Consent to the payment initiation service provider for initiating the payment operation, or the Payer has given Consent to the Recipient for carrying out the payment operation.

7.4.3. Payment Orders as specified in section 5.23.4 of this Agreement can be cancelled by the end of the Benker working day prior to the day of the payment execution.

7.4.4. After the deadlines specified in sections 7.4.1–7.4.3 of the Agreement, the Payment Order can only be cancelled by agreement between the Client (Payer) and Benker. In the cases specified in section 7.4.2, the Recipient's consent is also required.

7.4.5. If the payment operation is initiated by the Recipient or through the Recipient when the payment operation is carried out by a payment card, and the exact amount of the operation is unknown at the time the Payer provides Consent for the payment operation, Benker may reserve funds in the Payer's Account only if the Payer has provided Consent for reserving the specific amount. After receiving the information about the exact amount of the payment operation and the Payment Order, Benker will immediately cancel the reservation of funds in the Payer's Account.

7.5. Benker credits funds to the Account and debits funds from the Account in accordance with the Unique Identifier specified in the received Payment Order – the Benker Account number or an Account number corresponding to the IBAN standard. Benker has the right, but is not obliged, to verify whether the Unique Identifier matches the name of the Account holder, as stated in the received Payment Order. When the aforementioned Unique Identifier is provided for crediting or debiting money from the Account, and the Payment Order is executed based on the specified Unique Identifier, the Payment Order is considered properly executed. If Benker performs a check and finds an obvious mismatch between the provided Unique Identifier and the name of the Account holder, Benker has the right not to carry out such a payment operation.

7.6. If Benker receives a Payment Order to transfer funds to the payment account of another Payment Service Provider, Benker will execute such a Payment Operation according to the Unique Identifier specified in the received Payment Order – the Recipient's payment account number corresponding to the IBAN standard, except in cases where another Payment Service Provider does not use the IBAN account format. Benker is not responsible for the failure to provide the above-mentioned Unique Identifier and/or the provision of an incorrect Unique Identifier in the Payment Order, and/or if the Recipient's Payment Service Provider establishes a different Unique Identifier for the proper execution of the Payment Operation (crediting money to the Recipient's payment account).

7.7. If necessary and/or upon the request of a foreign institution, Benker has the right to require additional and/or other mandatory information (such as the name of the Recipient, payment code, etc.) that must be provided to Benker for the proper execution of the Payment Order.

7.8. A Payment Order is considered executed when Benker transfers the amount of the Payment Operation to the Recipient's Payment Service Provider account. The responsibility for crediting the amount of the Payment Operation, which Benker has properly transferred to the Recipient's Payment Service Provider, to the Recipient's payment account rests with the Recipient's Payment Service Provider.

8. Prohibited Activities

8.1. Using the services of Benker, the Client is prohibited from:

8.1.1. Failing to comply with the terms of the Agreement and its Appendices, laws, and other regulatory legal acts, including, but not limited to, failure to comply with legal acts related to the prevention of money laundering and financing terrorism;

8.1.2. Violating the rights of Benker and third parties regarding their trademarks, copyrights, trade secrets, and other intellectual property rights;

8.1.3. Providing Benker with false, misleading, or intentionally false information, as well as refusing to provide information or perform other actions reasonably required by Benker;

8.1.4. Providing third parties with false, misleading, or intentionally false information about Benker and its cooperation with Benker;

8.1.5. Carrying out or receiving money transfers if the Client knew or should have known that the funds were obtained illegally;

8.1.6. Using the services of Benker in a way that causes losses, liabilities, or other negative legal and financial consequences for Benker or third parties or harms their business reputation;

8.1.7. Using the services of Benker if the Client, their Representative, the beneficiary, or the Payment transfer being carried out or received meet the criteria specified in the restrictions list for providing Benker services, which is posted on Benker website;

8.1.8. Spreading computer viruses or taking other actions that could disrupt the System, damage or destroy information, or cause other harm to the System, equipment, or

information of Benker;

8.1.9. Committing any other deliberate actions that may disrupt the process of providing services by Benker to the Client or third parties or the operation of the System;

8.1.10. Organizing illegal gambling and illegal trading in stocks, indices, commodities, currencies (e.g., on Forex), options, and exchange-traded funds (ETFs); providing trading, investment, or other services on currency exchanges, Forex markets, and other electronic currency trading systems; engaging in illegal trade of tobacco products, alcohol, prescription medications, steroids, weapons, narcotics and related paraphernalia, pornographic material, unlicensed lottery tickets, illegal software, and other prohibited items and products;

8.1.11. Accepting payments in unregulated and/or uncontrolled virtual currencies, as well as buying, converting, or otherwise disposing of them (this prohibition also applies to making and receiving transfers from virtual currency exchanges, i.e., when the purpose is to make or accept payments in regulated currencies, but such payments are linked to virtual currency exchanges);

8.1.12. Without prior written consent from Benker, providing financial services and/or lawfully organizing trading in stocks, indices, commodities, currencies (e.g., on Forex), options, exchange-traded funds (ETFs), as well as providing trading, investment, or other services on currency exchanges, Forex markets, and other systems for electronic currency trading; if the Client intends to provide financial services using the Account, they must have a valid license (permit) for the relevant activity issued by an EU member state or a third country that has established similar or equivalent requirements, and this activity must be controlled by competent authorities to ensure compliance with these requirements;

8.1.13. Without prior written consent from Benker, lawfully organizing gambling and lotteries, or engaging in other activities requiring licensing or permits — if the Client intends to provide the services mentioned in this paragraph using the Account, they must have a valid license (permit) for the relevant activity issued by an EU member state, and this activity must be controlled by competent authorities to ensure compliance with the relevant requirements;

8.1.14. Having more than one Account; registering an Account under a fictitious name or someone else's name without authorization; registering an Account using services or websites that provide anonymous phone numbers or email addresses;

8.1.15. Providing services that are prohibited by law or other regulatory acts and are incompatible with public order and moral standards;

8.1.16. Connecting to the System anonymously (e.g., through public intermediary (proxy) servers), except in cases where VPN is used with specific characteristics, such as a static (permanent) IP address, to ensure the security of data transmission;

8.1.17. Sharing passwords and other personalized data related to the security of Payment instruments with third parties and allowing them to use the services on behalf of the Client.

8.2. The Client agrees to reimburse all direct losses, fines, and other monetary sanctions imposed on Benker for non-compliance or breach of the Agreement (including, but not limited to, Section 8.1 of the Agreement) due to the fault of the Client.

8.3. The Client is liable for any losses incurred by Benker, other Benker Clients, and third parties related to the Client's use of Benker services and any breach of this Agreement or its Appendices and agrees to compensate for them. If it is discovered that the Benker Account was created based on forged or fraudulent documents, an amount of 100 (one hundred) euros (or an equivalent amount in another currency, if the services are provided in another currency) is considered the minimum damage, which does not need to be proven, and which Benker has the right to recover from the Client's Account. A larger amount of damage must be proven in writing. In cases where signs of illegal activity are found, Benker will always contact law enforcement authorities.

8.4. The Company reserves the right to revise its attitude toward Section 8 and the Client, as well as their type of activity.

9. Communication Between the Parties, Client Communication, and Consultation

9.1. The Client confirms that they agree to be informed by Benker through posting messages on the System's website and sending them to the email address provided by the Client during registration, or by sending letters to the address provided by the Client during registration in the System, or by sending SMS messages in cases where the Client only provided a mobile phone number during registration. The Client confirms that being informed by any of the aforementioned methods means that the notification has been properly made. Notification by mail or SMS is only carried out if the Client did not provide their email address. If such messages are not related to significant changes in the terms of the Agreement, it will be considered that the Client has received the message within 1 (one) working day from the moment it was posted on the System's website and sent to the Client by email or SMS. If a letter was sent by mail, it will be considered that the Client has received it within 5 (five) working days from the date of its sending, except in cases where the Client receives the letter by mail later than the established deadline in this part of the Agreement. Messages from the Client (requests, complaints, or claims) are considered received on the day they are sent if they are sent between 8:00 and 20:00 (EET). Messages sent outside this time are considered received at 8:00 (EET) on the next day.

9.2. The Client will be informed of any changes to the terms of the Agreement 60 (sixty) days before they come into effect. It is considered that the Client has received the notification, and the changes to the Agreement's terms will come into effect 60 (sixty) days after the notification was sent to the Client by email or other methods specified by the Client during registration (by mail or by SMS with a link to the relevant webpage). Information about the change in terms of the Agreement will also be posted on the System's website.

9.3. The 60-day (sixty-day) advance notice period is not applicable, and notification is carried out in the manner established in paragraph 9.1 of the Agreement, if: 9.3.1. the terms of the Agreement change due to changes in mandatory legislative requirements; 9.3.2. the cost of services is reduced, or more favorable terms are set for the Client; 9.3.3. the cost of providing Benker services increases, leading to an increase in Benker service

fees; 9.3.4. a new service or a new part of a service becomes available, which the Client may choose to use or not.

9.4. Non-material changes to the Agreement are considered to be style or grammar corrections, rewording, and relocation of provisions, clauses, and sections of the Agreement for clarity, providing examples to articles, and other changes that do not diminish (limit) the Client's rights, do not increase the Client's responsibilities, and do not complicate the Client's position.

9.5. In order to stay up to date with changes to the terms of the Agreement, the Client agrees to regularly, at least once per day, check their email or other methods of receiving notifications specified during registration in the System, as well as the System's websites for information regarding changes to the Agreement.

9.6. All messages from the Parties must be sent in an acceptable language or in the language in which the Agreement was provided to the Client for review.

9.7. The Client agrees to provide and, in case of changes, promptly (within one working day) update their contact details in the System (phone number, email address, and Client's address) through which Benker can contact the Client or their Representatives. If the Client fails to update their contact details, they will be responsible for any consequences that may arise due to not receiving notifications from Benker.

9.8. To protect the Client's funds from potential illegal activities by third parties, the Client also agrees to immediately notify Benker in writing about the theft or loss of the identity document of the Client's Representative(s).

9.9. The Client may receive consultation on all matters related to the System and the performance of the Agreement by sending their inquiry via email provided on the Benker website, calling the customer service phone number, or filling out a request form in the Client Representative's Account. Client messages related to this Agreement should be sent to the email address provided on the Benker website or to the address of Benker specified in the Agreement. All messages must be sent to Benker regardless of who is the direct service provider for the services described in this Agreement.

9.10. Benker undertakes to notify the Client in advance (as per the procedure established in paragraph 9.1 of the Agreement) about any known or potential technical issues with the System or systems or equipment of third parties (engaged by Benker to provide services) that affect the provision of Benker services.

9.11. Benker reserves the right to change the technical solution for the integration of services at any time without hindrance. Any such changes that require adjustments to the Client's software will be communicated no later than 90 (ninety) days before their implementation. If the Client requires changes on their side, they will be at the Client's expense.

9.12. The Parties agree to promptly notify each other of any circumstances that are important for compliance with this Agreement. The Client must provide documents confirming such circumstances (e.g., change of name, address, email, phone number, and other contact details of the Client; change of authorized Client Representatives with the right to control and manage the funds on the Account; change of Client Representatives' signatures; initiation or filing of bankruptcy/rehabilitation proceedings against the Client; liquidation or reorganization of the Client, etc.), regardless of whether such information has been submitted to public registries.

9.13. Benker has the right to require that documents issued in other countries be translated, legalized, or confirmed with an apostille, unless otherwise provided by law.

9.14. The Client shall bear all costs related to the preparation, delivery, verification, and translation of documents submitted to Benker.

9.15. The Client has the right to review the current version of the Agreement, its Appendices, and the Tariffs on the Benker website at any time.

10. Amendments to the Agreement

10.1. Benker has the right to unilaterally change and/or supplement the terms of the Agreement in accordance with the notification procedure established in sections 1-10 of the Agreement.

10.2. The Client does not have the right to unilaterally change the terms of this Agreement.

10.3. The Client may agree or disagree with the changes to the terms of the Agreement before the proposed effective date of such changes by notifying Benker. If the Client does not notify Benker of their disagreement with the changes to the Agreement before the proposed effective date, it will be considered that the Client agrees to the changes, and the changes will come into effect as scheduled. If the Client notifies Benker of their disagreement with the changes to the Agreement, they will terminate the Agreement in the manner established in paragraph 11.12 of the Agreement, and the current terms of the Agreement will remain in effect for 30 (thirty) calendar days.

10.4. Changes to the Appendices of the Agreement are made in accordance with the procedure established by the respective Appendix. If no procedure is established in the Appendix for its amendment, the procedure for making changes and providing information about them established by this Agreement applies.

10.5. The Parties may agree on additional terms not provided for in this Agreement or its Appendices, and other conditions different from those of the Agreement or its Appendices, in a separate written agreement. Such an agreement becomes an integral part of the Agreement. At the Client's request, Benker will prepare a draft agreement (which can also be in the form of a declaration) and send it to the Client via fax or email. If the

Client agrees with the proposed draft, the Client signs it and sends a scanned copy of the document to Benker via fax or email. Benker has the right to request the Client to send the signed agreement by mail with the original signature of the Client. Such an agreement enters into force upon sending the signed agreement to Benker (i.e., the presence of Benker signature on the agreement is not mandatory, and Benker is not obligated to send the signed agreement back to the Client).

11. Termination of Services.

Termination of the Agreement

11.1. Benker has the right, at its discretion and taking into account the specific situation, prioritizing compliance with legal acts regulating Benker activities and the interests of the Client, to unilaterally and without prior warning apply one or more of the following measures:

- 11.1.1. Suspend the execution of one or more Payment Transfers;
- 11.1.2. Terminate the provision of services to the Client either partially or in full;
- 11.1.3. Hold Client's funds that are subject to dispute;
- 11.1.4. Block the Account (i.e., completely or partially suspend the execution of Payment Operations on the Account) and/or the Payment Instrument (i.e., completely or partially prohibit the use of the Payment Instrument);
- 11.1.5. Refuse to provide services;
- 11.1.6. Return the seized funds from the Client's Account to the original Payer.

11.2. The measures specified in paragraphs 11.1.1-11.1.6 of the Agreement can only be applied to the Client in the following exceptional cases:

- 11.2.1. If the Client fundamentally breaches the Agreement or its Appendices, or if there is a real threat of a fundamental breach by the Client of the terms of the Agreement or its Appendices;
- 11.2.2. If the Client's activities, carried out using the Benker Account, may harm Benker business reputation;
- 11.2.3. If the Client fails to undergo the necessary identification, does not provide Benker with the required information, or provides information or documents that do not meet the established legal and/or Benker requirements, or if there are reasonable doubts regarding the authenticity or reliability of the provided documents, as well as in the case of reasonable suspicion of non-compliance with the requirements of Section 9 of the Agreement by the Client;
- 11.2.4. If the continuation of providing services and the Client's activities may fundamentally harm the interests of third parties;
- 11.2.5. For objectively justified reasons related to the security of the Payment Instrument and/or the funds on the Account or suspicion of unauthorized or fraudulent use of funds on the Account and/or the Payment Instrument;
- 11.2.6. If Benker becomes aware of the theft or loss of the Payment Instrument by any other means; if Benker suspects unlawful appropriation or unauthorized use of the Payment Instrument, or becomes aware of such, as well as facts or suspicions that personalized security data of the Payment Instrument (including identification means) has

become available to third parties or could be used by them; if Benker has reasonable suspicions that third parties could unlawfully use the funds on the Account and/or the Payment Instrument, or that the Account and/or the Payment Instrument could be used or are being used for criminal activities;

11.2.7. If Benker receives confirmed information about the liquidation of the Client or the initiation of bankruptcy proceedings against the Client;

11.2.8. In cases provided for by legislation;

11.2.9. In other cases, provided for by the Agreement or its Appendices.

11.3. The measure described in paragraph 11.1.6 of the Agreement can only be applied to the Client if Benker has reasonable suspicions that the Client is engaged in fraudulent activities. In such a case, the funds from the initial Payers are first frozen on the Client's Account, and if the Client fails to take the necessary actions within the specified time frame (does not undergo additional identification, does not provide requested documents) or does not properly explain the situation, the frozen funds may be returned to the original Payers. This also applies when Benker has an order from law enforcement authorities to return the frozen funds to the original Payer.

11.4. The purpose of the restrictions established in paragraph 11.1 of the Agreement is to protect Benker, other third parties, and the Client from possible financial sanctions, losses, and other undesirable consequences.

11.5. Benker will notify the Client of the measures specified in paragraph 11.1 of the Agreement without delay (within one hour) and will inform the Client about the possibility of returning the Client's funds within 2 (two) business days from the termination of services, except in cases where providing such information may compromise security or is prohibited by law.

11.6. If Benker has reasonable suspicions that money laundering, terrorist financing, or other criminal activity is being or may be carried out through the Client or the Client's Account, Benker has the right to partially or fully terminate the provision of services to the Client for 30 (thirty) days, with the right to extend this period an unlimited number of times until the aforementioned suspicions are fully dispelled or confirmed.

11.7. If Benker has reasonable suspicions that the Client's Account has been hacked, Benker has the right to partially or fully terminate the provision of services to the Client without prior notice. If services are terminated for this reason, Benker will notify the Client and provide information on what actions the Client must take to restore services.

11.8. Benker will cease blocking the Account and/or the Payment Instrument (or replace it with a new Payment Instrument) when the reasons for blocking the Account and/or Payment Instrument no longer exist.

11.9. The Account and/or Payment Instrument will be blocked at the Client's initiative if the Client contacts Benker with a corresponding request or reports that the provided Payment Instrument was stolen or lost in another way, or that the funds on the Account

and/or the Payment Instrument are being or may be used illegally. Benker has the right to require that the Client's verbal request to block the Account and/or Payment Instrument be subsequently confirmed in writing or by another acceptable method. When the Account and/or Payment Instrument is blocked at the Client's initiative, Benker may only unblock it upon receiving a written request from the Client or by applying other procedures to verify the Client's identity, unless otherwise provided by the Agreement. Benker has the right to replace the blocked Payment Instrument with a new one.

11.10. Benker is not liable for any losses incurred by the Client due to the termination of services, blocking of the Account and/or Payment Instrument, or other actions, if such actions were taken in accordance with the procedures established in the Agreement or its Appendices and based on the conditions and grounds specified in the aforementioned documents.

11.11. In accordance with the law, Benker has the right to delay the funds of a Payment Transaction for up to 10 (ten) business days or for a longer period as provided by law, the Agreement, or its Appendices.

11.12. The Client has the right to terminate the Agreement unilaterally without going to court by notifying Benker in writing 30 (thirty) calendar days before the termination. After the termination of the Agreement by the Client, the issued Electronic Money will be returned to the Client in the manner chosen by the Client (one of the methods specified in the Agreement) in accordance with the terms of this Agreement.

11.13. Benker has the right to unilaterally terminate this Agreement and its Appendices, as well as refuse to provide services without stating the reasons, by notifying the Client 60 (sixty) days before such actions in the manner provided by this Agreement. Furthermore, Benker has the right to unilaterally terminate this Agreement and its Appendices and refuse to provide services for the reasons specified in paragraph 11.2 of the Agreement, notifying the Client 30 (thirty) days before such actions in the manner provided by this Agreement. In cases where it is discovered that the Client is engaged in criminal and/or illegal activities using the Account, Benker has the right to terminate the Agreement, notifying the Client 5 days before such actions.

11.14. In the event of termination of the Agreement, Benker may deduct from the funds that are to be paid to the Client the amounts that the Client owes to Benker for the services provided to the Client, as well as any fines, penalties, and other losses paid to the state or third parties that were incurred by Benker due to the Client's fault. If the Client's Account (or Accounts) has insufficient funds to cover the expenses mentioned in this section, the Client is obliged to transfer the necessary amount to the specified Benker account within 3 (three) business days. If a part of the amount paid to third parties is returned, Benker undertakes to immediately return that amount to the Client.

11.15. Termination of the General Agreement does not release the Client from properly fulfilling all obligations to Benker that arose before the termination of the Agreement.

11.16. After the termination of the Agreement with Benker, the Client must choose a method of redemption for any remaining Electronic Money. The Client agrees to take the necessary actions to redeem the Electronic Money and understands that this is to reduce the risk of fraud, as well as to comply with anti-money laundering requirements and other legal requirements.

11.17. If, after the termination of the Agreement with Benker, the Client does not choose a method of redeeming the remaining Electronic Money and/or does not complete all the Client identification procedures related to the amount of Electronic Money to be redeemed, Benker may (but is not obliged to) redeem the Client's Electronic Money using one of the available redemption methods at the time of the redemption of the Electronic Money.

12. Confidentiality and Data Protection

12.1. The Parties undertake to keep the technical and commercial information of each other confidential, except for publicly available information that became known to the Parties during the execution of the Agreement, and not to disclose this information to third parties without the written consent of the other Party or its authorized representatives.

12.2. The Client agrees to the processing of the Personal Data of its Representatives by Benker for the purpose of providing services to the Client and fulfilling other obligations under this Agreement. The Parties ensure the security of Personal Data received during the performance of this Agreement.

12.3. The terms of storage and security of Personal Data are governed by the Appendix to the Agreement, which the Client has reviewed and has ensured that their Representatives are aware of and agree to comply with its provisions.

12.4. The Client undertakes to keep secret and not disclose any passwords or other personalized security-related data related to Payment Instruments, created by or provided to them under this Agreement, to third parties, and not to allow others to use the services on behalf of the Client. The Client agrees to inform all their Representatives, who have been or will be granted access to the Client's Account, about this requirement and to ensure that they comply with it. If the Client fails to comply with this obligation and/or could have, but did not prevent this, and/or intentionally or through gross negligence engages in such actions, it is considered that the connection to the Account and the use of the corresponding services are being made on behalf of the Client. In this case, Benker bears full responsibility for the losses incurred and is obliged to compensate other parties if they suffer losses because of these actions or omissions by the Client or their Representatives.

12.5. If the Password to access the Account or other passwords are lost by the Client or their Representative, or become known to third parties not through the fault of the Client or Benker, or if there arises or may arise a real threat of unauthorized access to the

Client's Account or their Representative's Account, the Client or their Representative must immediately (within one calendar day at the latest) notify Benker about this using the methods specified in this Agreement. Benker will not be liable for any consequences if it is not informed.

12.6. Upon receiving a notification from the Client, as stated in Clause 12.5 of the Agreement, Benker will immediately restrict access to the Client's Account and/or the Representative's Account and suspend the provision of its services until a new password is provided or created for the Client.

12.7. Benker draws the Client's attention to the fact that the email associated with the Benker Account, as well as other means (such as the mobile phone number), which the Client chooses at their discretion to link to the Benker Account, are used as means of communication with the Client and/or for Client identification. Therefore, the Client must ensure the security of these means, and the data used to access them. The Client is fully responsible for the security of their email and other means used, as well as for the passwords used to access them. Passwords are confidential information, and the Client is responsible for their disclosure, as well as for all actions performed after entering the password used for the corresponding Account or other Payment Instrument. Benker recommends that the Client remember their passwords and not write them down, as well as not enter them into any devices that others may see. The Client undertakes to inform all their Representatives who have or will have future access to the Client's Account of these requirements and recommendations, and to ensure that they comply with them.

12.8. Benker has the right to transmit all collected important information about the Client and their activities to law enforcement agencies, other government institutions (such as the State Tax Inspectorate (VMI), the State Social Insurance Fund (SODRA), and other financial institutions), if required by law, as well as to determine whether the relevant legal acts and this Agreement are being or will be violated.

12.9. The Client grants Benker the right to directly or through third parties take all necessary measures to verify the identity of the Client's Representatives and the accuracy of other data provided by the Client (including, but not limited to, inquiries to third parties, such as the corporate registry, systems for verifying the authenticity of personal documents, etc.).

12.10. Benker points out that in all cases, acting as the Client's payment service provider, Benker does not specifically provide or offer any services to the Recipient until they become a Client of Benker.

12.11. Benker has the right to record phone calls with the Client's Representatives. The Parties agree that recordings of phone conversations, as well as messages sent by mail or through other means of telecommunication (including email), may be used as evidence in the resolution of disputes between the Client and Benker. By this Agreement, the Client confirms that they understand and agree that Benker may record phone calls with the Client's Representative. The Client has the right to record phone calls and retain those

recordings, as well as other correspondence, for legal purposes established by the data protection policy and the rules for processing the Client's Personal Data.

12.12. The Client agrees that their Account number and Personal Data necessary for making a Payment Transfer may be found by another Benker user intending to make a Payment Transfer to the Client if the other Benker user enters the Client's verified identifier in the Benker System (name, surname, bank account number, email address, or phone number).

12.13. With the Client's consent, the Client's data may also be transferred to institutions providing payment initiation services and services related to Account information. Benker has the right not to grant such institutions access to the Client's Account for objective and duly justified reasons related to their unauthorized or illegal access to the Account, including unauthorized or illegal initiation of a Payment Transaction. In such cases, Benker will inform the Client that access to the Account was not granted and will provide the reasons for this decision. This information is provided, if possible, before or immediately after the refusal of access, except in cases where providing such information may weaken security measures or is prohibited by law.

12.14. To protect Benker legitimate interests, the Client's data may be transmitted to the media when the Client has approached the media without using the means to protect their rights provided in this Agreement, and when the information provided to the media about the dispute does not correspond to the information available to Benker and harms Benker business reputation.

13. Responsibility of the Parties

13.1. Each Party is responsible for all fines, penalties, and other losses incurred by the other Party because of a breach of this Agreement committed by the at-fault Party. The at-fault Party undertakes to compensate the other Party for the direct losses incurred due to the occurrence of such liability. Benker liability under this Agreement is limited by the following provisions in all cases:

13.1.1. Benker is only responsible for direct losses caused by a direct and substantial breach of the Agreement by Benker, and only for losses that Benker could have reasonably foreseen at the time of the breach;

13.1.2. Benker compensation for losses arising from a breach of this Agreement cannot exceed the average amount of Commission fees paid by the Client to Benker for the services provided over the last 3 (three) months. This limitation applies to all breaches combined that occurred during the given month. If the average amount for the last 3 (three) months cannot be calculated, the compensation cannot exceed 1000 EUR or the equivalent amount in another currency (if the services are provided in a different currency);

13.1.3. Under no circumstances will Benker be liable for the Client's failure to obtain profits and income, loss of reputation or business, Client bankruptcy, or indirect losses;

13.1.4. The limitations of Benker liability will not apply if such limitations are prohibited by applicable law.

13.2. Benker does not guarantee the uninterrupted operation of the System, as the operation of the System may be affected (disrupted) by several factors beyond Benker control. Benker will make every effort to ensure the smooth operation of the System but will not be held responsible for the consequences of system malfunctions that are not caused by Benker.

13.3. The System may not operate for reasons beyond Benker control, and Benker does not provide compensation for this if, for at least the last 3 (three) months, the System has been available for more than 99% of the time on average.

13.4. System malfunctions will not be considered in cases where Benker temporarily, but for no more than 24 (twenty-four) hours, limits access to the System due to repairs or improvements to the System, and other similar cases where Benker informs the Client at least 2 (two) calendar days before the relevant actions.

13.5. Benker will not be liable for:

13.5.1. Deductions and transfers of funds from the Benker Account and other Payment transactions with funds in the Client's Benker Account if the Client did not ensure the security of their Passwords and identification means, resulting in access being gained by third parties, as well as criminal actions and transactions by third parties carried out using forged and/or illegal documents or data obtained illegally;

13.5.2. Mistakes and untimely payments made by banks, payment systems, and other third parties, as well as for funds delayed by them;

13.5.3. Consequences of improper performance by Benker of any obligations due to the actions of a third party beyond Benker control;

13.5.4. Consequences of the lawful termination of this Agreement by Benker, full or partial restriction of the Client's access to the Account, as well as the justified restriction or termination of the provision of part of the services;

13.5.5. Goods and services purchased using the Benker Account, as well as failure to meet the terms of an agreement or other arrangement with another party with whom the Client settles using the Benker Account;

13.5.6. Failure to perform contractual obligations and losses if such obligations were not fulfilled or damages were caused due to the performance of Benker obligations as required by law.

13.6. The Client guarantees that all actions of the Client related to the performance of this Agreement will comply with applicable law.

13.7. The Client is fully responsible for the accuracy of the data, instructions, and documents provided to Benker.

13.8. If Benker becomes aware of an unauthorized Payment transaction, Benker is obliged to immediately (no later than the end of the next business day) return the amount of the unauthorized Payment transaction to the Client and, if applicable, restore the balance of the Account from which the amount was deducted to the state it was in before

the unauthorized Payment transaction, except in cases where Benker has valid reasons to believe that fraud has occurred, and it notifies the regulatory authority in writing.

13.9. The Client is liable for all losses arising from unauthorized Payment transactions if these losses were incurred as a result of the use of a lost or stolen Payment instrument or illegal appropriation of the Payment instrument, when the Client failed to protect the personalized security-related data (including identity verification data).

13.10. The Client is liable for all losses arising from unauthorized Payment transactions if they occurred due to the Client's dishonest actions or failure to perform one or more of the following obligations due to willful actions or gross negligence:

13.10.1. To use the Payment instrument in accordance with the rules established by this Agreement or the Appendices to it, regulating the issuance and use of the Payment instrument;

13.10.2. If the Client becomes aware of the loss, theft, illegal appropriation, or unauthorized use of the Payment instrument, as well as facts or suspicions that the personalized security-related data associated with the Payment instrument has become known to third parties or may be used by them, the Client must immediately notify Benker or the designated entity, in accordance with the rules established by this Agreement or its Appendices;

13.10.3. Upon receiving the Payment instrument, the Client must take all possible measures to protect the personalized security-related data associated with the Payment instrument.

13.11. The Client must check the information about Payment transactions carried out using the Account at least once a month and notify Benker in writing about unauthorized or improperly executed Payment transactions, as well as any other errors, discrepancies, or inaccuracies in the Account Statement. The Client's notification must be submitted within 60 (sixty) calendar days from the date when Benker, according to the Client, carried out an unauthorized Payment transaction or did so improperly. If the Client does not report such cases within the specified period, it is considered that the Client unconditionally agrees with the Payment transactions carried out using the payment Account. The Client must provide Benker with any information they have about illegal access to the Account or other illegal actions related to the Account and take all necessary measures as instructed by Benker to assist in the investigation of illegal actions.

13.12. A Party is exempt from liability for non-performance of obligations under the Agreement if it can prove that the non-performance was caused by the occurrence of force majeure circumstances, the existence of which has been proven in accordance with the law. The Client must notify Benker in writing of the occurrence of force majeure circumstances that prevent the performance of this Agreement within 10 (ten) calendar days from the date of their occurrence. Benker will notify the Client of the occurrence of force majeure circumstances by email or on the System's websites.

14. Final Provisions

14.1. Each Party confirms that it holds all the necessary permits and licenses required by applicable law to perform the actions necessary for the execution of this Agreement.

14.2. The titles of the sections and articles of this Agreement are provided solely for the convenience of the Parties and cannot be used for interpreting the provisions of the Agreement.

14.3. The Parties are independently responsible for fulfilling all financial obligations to the state or other entities. Benker is not responsible for fulfilling the Client's financial obligations, nor for the calculation and transfer of fees collected from the Client.

14.4. In all cases, Benker is an independent Party to the Agreement, which does not control the goods and services paid for using Benker services and does not take responsibility for them. Benker is also not responsible for the fulfillment of the terms of the transaction by the buyer, seller, or another party entering into a transaction with the Client.

14.5. The Client has no right to transfer rights and obligations under this Agreement to third parties without prior written consent from Benker. Benker reserves the right to transfer its rights and obligations under this Agreement to third parties at any time without the Client's consent, provided such transfer is not in violation of the law.

14.6. If any provision of this Agreement is deemed invalid, the remaining provisions of the Agreement will remain in effect.

14.7. This Agreement enters into force in accordance with clause 2.4 of the Agreement. The Client may retain a copy of the Agreement text during the registration in the System.

14.8. This Agreement is presented in the System in several languages. For the Client, the Agreement is effective in the language in which the Client reviewed it during registration in the System.

14.9. The references in the Agreement to the websites of Benker and the Appendices regulating the provision of specific services are an integral part of this Agreement and come into effect for the Client from the moment they begin using the corresponding service.