

AGREEMENT FOR THE PROVISION OF SERVICES TO PRIVATE INDIVIDUALS

1. General Provisions

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

1.2. Subject Matter of the Agreement:

This Agreement establishes the fundamental terms and conditions governing the relationship between the Client and Benker during the process of registering the Client in the System, opening an account with Benker, and using other services provided by Benker. The Appendices to this Agreement, along with any additional agreements and rules that form an integral part of this Agreement, determine the conditions for the provision of Benker's services and come into effect once the Client has familiarized themselves with them and begins using the respective services. In addition to this Agreement, the relationship between Benker and the Client regarding the provision of services is governed by the applicable regulations, agreements entered into with the Client, rules, as well as the principles of prudence, fairness, and honesty.

1.3. This Agreement is the primary document that must be carefully reviewed by the Client before registering in the Benker System, opening an account with Benker, and using other Benker services. Please read the terms of this Agreement carefully before agreeing to them. This Agreement and its Appendices describe certain risks associated with using the System, as well as provide instructions for the safe use of the System.

1.4. The Appendices to this Agreement constitute agreements under which the Client and Benker agree on the use of the respective services specified therein. The terms established in the Appendices are special provisions that take precedence over other provisions of the Agreement. As the Client begins to use services that were not previously utilized, the corresponding Appendices to this Agreement shall additionally come into force. If the commencement of new services requires an additional account verification procedure or the provision of further documents, the new services will only be provided after all the specified actions by Benker have been completed.

1.5. The provisions of this Agreement intended solely for Users do not apply to Clients who are not Users and who act under the Agreement and/or its Appendices for purposes related to their business, trade, or professional activities.

1.6. Key Terms Used in the Agreement:

Personal Data – any information related to a natural (private) person whose identity is known or can be established directly or indirectly using such data as: a personal code (taxpayer identification number), as well as one or more characteristics of a physical, physiological, psychological, economic, cultural, or social nature.

Working Day – the day established by Benker on which Benker provides services. For different services, Benker may designate different working days for the Client, which are specified along with the Rates.

Electronic Money – funds deposited or transferred into the Benker account and stored therein, intended for conducting Payment Operations through the System.

Benker – the company Benker providing Payment Services in accordance with the requirements of its issued license. The primary account and Client identification are conducted by Benker, and the Benker Account in IBAN format is provided by Benker. The company details of Benker are specified in clause 17.10 of the Agreement.

Beneficiary – a natural or legal person, as well as any other organization or its branch, specified in the Payment Order as the recipient of funds for the Payment Operation.

Statement – a document prepared and provided by Benker that contains information on the Payment Operations conducted using the account over a specified period.

Rates – the fees for services and operations approved in the prescribed manner.

Client – a natural person who has registered in the System and created an Account.

Client Identification – the process of establishing the identity of the Client in accordance with the procedures specified in the System.

Commission Fee – the fee charged by Benker for a Payment Operation and/or the related services.

Payment Transfer – a Payment Operation in which, at the initiative of the Payer, money is transferred to the payment account of the Beneficiary.

Payment Order – an order (payment instruction) by which the Payer or Beneficiary instructs their payment service provider to execute a Payment Operation.

Payment Operation – an operation of depositing, transferring, or withdrawing funds initiated by the Payer, on behalf of the Payer, or by the Beneficiary.

Payment Service – services whose provision creates the conditions for depositing cash into a payment account or withdrawing it, as well as all operations related to the servicing of the payment account; Payment Operations, including transferring funds from a payment account opened with the Payment Service Provider of the Payment Service User or another Payment Service Provider; Payment Operations in which funds are provided to the Payment Service User within a credit line; Payment Operations conducted using a payment card or a similar instrument, and/or credit transfers including periodic transfers; the issuance and/or receipt of Payment funds; the transmission of money; payment initiation services; and account information services.

Payment Instrument – any payment instrument that the System permits to be linked to the Benker account and used for conducting Payment Transfers.

Payer – a natural or legal person, or any other organization or its branch that holds a payment account and consents to the execution of a Payment Order from that account, or, in the absence of a payment account, provides a Payment Order.

Benker Account or Account – the account (electronic wallet) in the System opened in the name of the Client and intended for making payments and other Payment Operations. The Account is opened only after the Client has undergone the identification procedure.

Account Transfer – the transfer of the Benker account to another payment service provider or another licensed company at the initiative (request) of either Benker or the Client.

Service – the service provided by Benker in accordance with this Agreement and/or its Appendices, including the issuance and redemption of Electronic Money, Payment Services, and any other service offered by Benker.

Benker App – the mobile application for managing the Benker account, installed and used on a mobile device.

Account (Registration) – the result of registration in the System (by connecting to the website bank.benker.io), during which the data of the registering individual is saved, a registration name is provided, and their rights in the System are determined.

Acceptable Language – any of the languages offered in the System.

Appendix – an agreement between Benker and the Client regarding the conditions for providing certain services offered by Benker and the use thereof. An Appendix may take the form of an agreement, rules, declaration, plan, etc., and forms an integral part of this Agreement.

Enhanced Client Authentication – the procedure for confirming the identity of a natural or legal person based on the use of two or more elements, which are categorized as knowledge (e.g., a permanent password, code, or personal identification number), possession (e.g., a token, smart card, or mobile phone), and inherence (e.g., biometric data such as fingerprints) that are independent of one another, ensuring that the failure of one element does not compromise the reliability of the others. This procedure is applied when the Client accesses their payment account via the Internet or other remote methods, initiates an electronic Payment Operation, and remotely performs any actions that may be associated with the risk of fraud or other misuse during the execution of a payment.

System – the software solution on Benker-owned websites that is developed and used for providing services.

Agreement – the agreement between the Client and Benker, which includes this General Agreement on the provision of payment services for private clients and any other terms and documents (Appendices, agreements, rules, declarations, etc.), including but not limited to the information on websites whose links are provided in this General Agreement on the provision of payment services for private clients.

Consent – the consent of the Payer to the execution of the Payment Operation, provided in the manner described in Section 8 of this Agreement.

Password(s) – any code created by the Client in the System, the code created in the System for Enhanced Client Authentication, or a one-time security code provided by Benker to the Client for accessing the Account and/or Benker Account, for initiating and confirming a specific service provided by Benker and/or managing it, for initiating, authorizing, executing, and confirming a Payment Operation, or for receiving a payment.

Party – either Benker or the Client.

Unique Identifier – a combination of letters, numbers, or symbols provided by Benker to the Payment Services User as the payment service provider, by which the Payment Services User

participating in the Payment Operation and/or their payment account used in the Payment Operation is unambiguously identified.

User – the Client acting under the Agreement for purposes not related to their business, trade, or professional activities.

2. Registration in the System and Creation of an Account (Electronic Wallet)

2.1. In order to begin using Benker's services, the Client must register in the System. Benker reserves the right to refuse registration of a new Client without explanation; however, Benker guarantees that any refusal is always based on substantial reasons which Benker is not obliged or permitted to disclose.

2.2. During registration in the System, an Account is created for the Client. The Account is personal, and only the owner (i.e., the Client) is entitled to use it (access it). After the Client registers in the System and creates an Account, a Benker account (electronic wallet) is automatically opened for the Client, the use of which is governed by the procedures set forth in Sections 4 and 5 of this Agreement.

2.3. Throughout the entire cooperation with Benker, the Client may possess only one Account.

2.4. The Agreement comes into force after the Client has registered in the System, reviewed the terms of this Agreement, and provided electronic consent to abide by them, and it shall remain in effect for an indefinite period.

2.5. Registration of the Client in the System signifies confirmation that they have reviewed the terms of the Agreement, agree with them, and undertake to comply with them. Benker provides services only to individuals who have reached the age of 18 (eighteen) years. Persons under the age of 18 (eighteen) are prohibited from using Benker's services. If the Client is under the age of 18 (eighteen), they must provide written consent from their legal representatives (parents/guardians or custodians). Benker reserves the right at any time to request written (and notarized) consent from the Client's legal representatives (parents/guardians or custodians). If the Client fails to provide such written consent within the period established by Benker, Benker reserves the right to immediately cease providing services (in whole or in part).

2.6. The Client confirms that during registration in the System they provided accurate information about themselves, and that in the future, when modifying or supplementing their data, they will provide only accurate information. The Client is responsible for any losses incurred because of providing inaccurate information.

2.7. In cases and in the manner provided for by the Agreement or the System, the Client must confirm the Account and the provision of a new service or a part of a service, as well as undergo Client identification, for Benker to commence or continue providing services. Client identification and confirmation of the Account and the provision of 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 the proper provision of services. The specific data and/or documents to be provided will be indicated in the message to the Client regarding the need to undergo the Client identification procedure or another confirmation procedure.

2.9. During the Client identification process, Benker has the right to require the Client to provide the originals of the documents required by Benker and/or their copies, and/or copies of documents certified by a notary or another state-authorized person.

2.10. The procedures, terms, and fees for the Client identification process are specified on the company's website.

2.11. In certain cases, either in compliance with legal obligations or when required by the type of documents requested (for example, when an original document must be provided), Benker has the right to require the Client to undergo the identification procedure in a specific manner indicated by Benker (for example, via a mobile application or web browser through a link that the Client receives from Benker in their email).

2.12. The Parties agree that the Client may verify their documents (e.g., agreements, powers of attorney, etc.) using electronic means (including, but not limited to, a special pen (stylus) for signing on the screen).

2.13. Benker has the right to request from the Client additional information and/or documents related to the Client or the operations carried out by them and also has the right to suspend the Client's operation until the Client provides the additional information and/or documents related to the suspended operation. In addition, Benker has the right to require the Client to complete and periodically update the data in the "Client Questionnaire." If the Client fails to provide the additional information and/or documents within a reasonable period established by Benker, Benker has the right to cease providing services to the Client (in whole or in part). Benker also has the right to require that the provided copies of documents be notarized and/or translated into at least one of the languages acceptable to Benker (English or Lithuanian). All documents and information are to be prepared and provided at the Client's expense.

2.14. Regarding account confirmation, the commencement of a new service, or the resumption of a suspended service, the Client will be notified via email (to the email address provided during registration in the System) or via SMS if only a mobile phone number was provided during registration.

2.15. If the Client has provided incorrect personal data, they are obliged to correct it. Moreover, if multiple Accounts have been created due to inaccuracies in the data provided by the Client, the Client must notify Benker so that the created Accounts can be merged into one. In the event of a breach of the conditions of this clause, the Client may be blocked, the operations they have carried out declared invalid, and the data, if necessary, transferred to law enforcement authorities.

3. Service Fees and Payment Procedure

3.1. The prices and time frames for the provision of Benker services are specified on the corresponding page of the company's website on the Internet or in the mobile application.

3.2. If Benker reduces the general Rates for services indicated in the System, the new Rates shall apply to the Client regardless of whether the Client was informed of this or not, except in cases where the Rates are changed in the manner described in Section 11.

3.3. Benker commission fee shall be charged in the following cases:

3.3.1. when a Payment Operation is executed;

3.3.2. if the commission fee was not debited at the time of the Payment Operation, Benker has the right to debit the commission fee from the Client's account (electronic wallet) after a certain period, but no later than 2 (two) years after the Payment Operation was executed. The Client will be informed of the commission fee debited from their account (electronic wallet) in the manner described in this clause, through the report for the period during which the commission fee was debited;

3.3.3. the commission fee for the operation is specified to the Client before the Payment Operation is executed, unless the rules of the Payment Instrument or service provide otherwise.

3.4. The Client confirms that they have carefully reviewed the prices and time frames for executing Payment Transfers, as well as the prices of all other services provided to them and applicable to them by Benker.

3.5. Benker has the right to deduct the Commission fee from the account (electronic wallet) from which the Payment Operation is carried out, or from other accounts (electronic wallets) opened with Benker.

3.6. The Commission fee is charged in Euros or any other currency available in the account (electronic wallet) specified in the Agreement, Appendix, or on the websites whose links are provided in this Agreement or the Appendix.

3.7. The Client undertakes to ensure that there are sufficient funds in the account (electronic wallet) to pay or cover the Commission fee. If there are insufficient funds in the account (electronic wallet) to pay the Commission fee in a specific currency, Benker has the right (but is not obligated) to deduct the Commission fee from funds held in the account (electronic wallet) in another currency, converting that currency into the required one at the applicable exchange rate for the Client provided by Benker. If the account (electronic wallet) holds funds in several other currencies, Benker may convert them into the payment currency based on the alphabetical order of the abbreviated international currency codes.

3.8. If the Client fails to pay for the services provided by Benker in a timely manner, the Client shall, upon Benker request, pay Benker a penalty of 0.1% for each overdue day.

4. Opening the Benker Account (Electronic Wallet).

Methods for Storing the Client's Funds in the Benker Account (Electronic Wallet).

Terms for Depositing, Transferring, and Withdrawing Funds.

4.1. Based on this Agreement, a Benker account (electronic wallet) is opened for the Client in the System for an indefinite period.

4.2. The Benker account (electronic wallet) allows Clients to deposit and transfer funds to their account (electronic wallet), as well as to store funds intended for transfers, make domestic and international money transfers, perform payments, receive funds into the account (electronic wallet), pay for goods and services, and carry out other operations directly related to money transfers.

4.3. Depending on the license held by the partners of the Benker company who registered the Client and provided them with a Benker account (electronic wallet), the funds on the Benker account (electronic wallet) may be stored in one of the following ways:

4.3.1. In the form of Electronic Money, which Benker issues after the Client transfers or deposits funds into their Benker account. Once the Client deposits, transfers, or receives funds into the account, Benker, upon receiving them, credits these funds to the Client's account, thereby

issuing Electronic Money at its nominal value. This Electronic Money is attributed to the Client, stored in the Client's account with Benker, and protected in accordance with legal requirements;

4.3.2. In the form of funds (monetary amount) whose nominal value corresponds to the nominal value of the funds deposited, received, or transferred into the Benker account (electronic wallet).

4.4. The Client determines the specific method of storing Electronic Money or funds (monetary amount) (hereinafter collectively referred to as "funds") in the Benker account (electronic wallet) within the Account by selecting the "Top Up Account" function, which contains instructions for each method of depositing funds. The instructions for depositing funds and the data provided therein are considered (or may be considered) Unique Identifiers necessary for the proper execution of a Payment Operation.

4.5. The nominal value of the funds is identical to the nominal value of the funds deposited or transferred into the Benker account (electronic wallet).

4.6. Funds (except 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. However, Benker never pays interest and does not provide any other benefits related to the duration for which Electronic Money is held in the Benker account by the Client.

4.7. Within the same Account, the Client may create and own multiple Benker accounts (electronic wallets), which they may use at their discretion.

4.8. At the Client's request, the funds stored in the Client's Benker account (electronic wallet) may be withdrawn (redeemed) at any time at their nominal value (except in cases provided for in the Agreement where the use of the account (electronic wallet) is restricted).

4.9. The Client expresses their wish to withdraw (redeem) funds by creating a Payment Order to transfer funds from their Benker account (electronic wallet) to any other account specified by the Client (banks and electronic payment systems to which Benker can transfer money) or to request a refund of funds from their Benker account (electronic wallet) by other methods indicated in the System and supported by Benker. Benker reserves the right to apply restrictions on the withdrawal (redemption) of funds.

4.10. There are no special conditions for the withdrawal (redemption) of funds that differ from the standard conditions for Payment Transfers and other Payment Operations conducted using the Benker account (electronic wallet). The amount of funds to be withdrawn (redeemed) or transferred is chosen by the Client.

4.11. No additional fee is charged for the withdrawal (redemption) of funds. When withdrawing (redeeming) funds, the Client pays the standard Commission fee for the executed Payment Transfer or payout, the amount of which depends on the Payment Operation carried out by the Client. The standard Commission fee charged by Benker for transferring or paying out funds is applied.

4.12. If the Client terminates the Agreement and requests the closure of the Benker account (electronic wallet) and deletion of the Account in the System, or if, in the cases provided for in the Agreement, Benker terminates the provision of services related to the Benker account to the Client and deletes the Client's Account from the System, the funds in the Benker account (electronic wallet) will be transferred to the bank account specified by the Client or to an electronic payment account in another system. Benker reserves the right to deduct from such returned funds any amounts belonging to Benker (including, but not limited to, Commission fees

for the services provided by Benker that have not been paid by the Client, as well as expenses, including fines imposed by International payment card organizations, other financial institutions and/or government agencies, and compensation for damages incurred by Benker as a result of the Client's breach of this Agreement). In the event of a dispute between Benker and the Client, Benker has the right to withhold the funds that are the subject of the dispute until the dispute is resolved.

4.13. If it is impossible to return the funds to the Client for reasons beyond Benker control, the Client will be immediately notified, and they must promptly provide an alternative account or supply additional information necessary for the return of the funds (execution of the payment).

5. Use of the Account

5.1. The Client may manage their Benker Account online by logging into their Account using their login name and Password in a browser or through the Benker App, after completing an additional Enhanced Authentication procedure by entering a one-time security code received via SMS or by using the Benker App confirmation function.

5.2. Benker will send the Client a one-time security code via SMS or provide the option to confirm the action through the Benker App confirmation function in the following cases:

5.2.1. When the Client logs into their Account from a new device;

5.2.2. When the Client changes the Account Password;

5.2.3. When the Client changes the email address specified in the Account;

5.2.4. When the Client changes the phone number specified in the Account;

5.2.5. In cases required by the Lithuanian Central Bank, where Enhanced Authentication is mandatory;

5.2.6. When the Client logs into the Account from the same device after having previously logged out;

5.2.7. When the Client confirms their phone number.

5.3. The Client must take all possible security measures, verify the certificate of the website bank.Benker.com, and ensure that the one-time security code received via SMS or the Benker App confirmation function is used correctly, and that the one-time security code is entered or the function is utilized within the Benker Account. Benker shall not be liable for any losses incurred by the Client as a result of entering the one-time security code or using the confirmation function fraudulently or otherwise unlawfully on counterfeit Benker websites created by third parties, due to the disclosure of the one-time security code to unauthorized third parties, or as a result of the Client's failure to comply with other obligations specified in Section 14.4 of the Agreement.

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

5.4.1. To the Account of another System User;

5.4.2. To bank accounts in Lithuania, the EU, and foreign countries (excluding those foreign countries to which Payment Transfers are not possible; Benker will inform the Client about such countries in the System);

5.4.3. To accounts in other payment systems indicated in the System.

5.5. In the event that the Client provides a Payment Order for an international Payment Transfer, the "Conditions for Conducting International Payment Transfers" Appendix shall apply in addition.

5.6. Currency conversion is carried out based on the prevailing exchange rate at that time, which

is constantly updated and published (exchange rate changes take effect immediately without separate notification).

5.7. The cost of creating and maintaining the Benker Account is indicated on the Tariffs page. If the Client has not logged into their Account and performed any operations for over one year, Benker will consider the Account unused (inactive). If the Account is unused and contains no funds, Benker may terminate the Agreement and close the Account, after notifying the Client of the unused (inactive) Account at least 30 (thirty) days in advance. If at least one unused (inactive) Account contains funds, Benker will not delete the Account but will close only the unused (inactive) Accounts. If the Client's Account, along with any Account(s) containing funds, remains unused for two years, Benker will begin to charge a Commission fee for maintaining the unused (inactive) Account with funds. The Commission fee is specified on the website.

5.8. When transferring funds from the Client's Benker Account to a Client-owned card, bank account, or an electronic payment account in other systems, as well as when transferring funds from a card, bank account, or another electronic payment system to the Benker Account, a fee for the corresponding services may be charged, as determined by the relevant 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 fee for transfers and the transfer time frames, are specified on the website.

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

5.11. When the Client transfers funds from the Benker Account to bank accounts or to other electronic payment systems and the transfer is not SEPA, SEPA INSTANT, TARGET2, SWIFT, or an Open Banking service—Benker is designated as the Payer. Along with the Payment Transfer, the following information is provided to the Recipient, which may be supplied by one or more of the following methods, depending on technical capabilities:

5.11.1. Detailed information about the Client as Payer is provided 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 Client as Payer is provided in the payment purpose field;

5.11.3. Along with the Payment Transfer, the Recipient is provided with a unique link created specifically for that transfer, directing them to a page with detailed information about the payment and the Payer.

5.12. If the Payer provides incorrect details for the payment Recipient (Unique Identifiers) – for example, if the account number supplied by the Payer belongs to a person other than the one to whom the Payer intends to transfer funds, and the Payment Order is executed based on such data – it is deemed that Benker has fulfilled its obligations properly, and the amount of the Payment Order will not be returned to the Payer. Benker undertakes to take all necessary measures to track the Payment Operation and return the funds; however, if Benker is unable to do so, the Payer must directly contact the person who received the transfer regarding the refund.

5.13. The Client is required to provide the Payment Order for executing the Payment Operation in accordance with the instructions specified 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 executing the Payment Operation always complies with the instructions in the System in effect at the time of the transfer. Before providing a

Payment Order for executing a Payment Operation or supplying details to another Payer, the Client must verify and update the account top-up instructions. The instructions for depositing funds and the data provided therein are considered (or may be considered) Unique Identifiers necessary for the proper execution of the Payment Operation.

5.14. If the Payer submits an incorrect Payment Order or specifies incorrect data for the Payment Transfer, but the Payment Transfer has not yet been executed, the Payer may request that the Payment Order be corrected. In such a case, a fee specified in the System will be charged for the correction of the Payment Order.

5.15. If Benker has received funds but is unable to credit the funds specified in the Payment Order to the Recipient's Account (for example, if the Recipient's Account is closed or an invalid IBAN number is provided), Benker will return the amount of the Payment Operation to the Payer within two working days. In this case, an additional fee for the return of the Payment Order may be charged. If Benker cannot execute the Payment Order due to an error made by the Payer in completing the Payment Order, the Payment Order may be canceled and the funds returned to the Payer, but only upon the Payer's written request and with the consent of the Recipient to return the funds to the Payer (if the Recipient can be identified). In such a case, the Commission fee for canceling the Payment Order, as specified in the System, will be charged.

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 the Account, and neither the Payer nor the Recipient contacts Benker within one month regarding clarification of such a Payment Order or the return of funds, Benker shall take all possible measures to track the Payment Operation to clarify the information and execute the Payment Order. The Payment Operation may be tracked in the following ways:

5.16.1. If Benker is aware of the Payer's contact details (email address or phone number), Benker will contact the Payer requesting clarification of the Payment Order.

5.16.2. If Benker is unaware of the Payer's contact details, and neither the Payer nor the Recipient contacts Benker regarding the funds specified in the Payment Order, Benker will contact the institution of the Payer's Payment Service Provider, from which the funds were received, and request that they contact the Payer to clarify the information of the Payment Order. This is done if the institution of the Recipient's Payment Service Provider can be reached by electronic means.

5.16.3. If the Payment Operation cannot be tracked by the above methods, Benker reserves the right to make a Payment Transfer to the Payer in the amount of EUR 0.01 (or transfer the equivalent amount in another currency, if the Payment Transfer is conducted in another currency) or another minimal Payment Transfer, with a request in the payment description to contact Benker by email to clarify the incorrect Payment Order. This is done if Benker is aware of the Payer's account from which the funds were received, the expenses for executing such a Payment Transfer are reasonable, and the amount of the Payment Transfer is not less than EUR 10.00 (or the equivalent amount in another currency, if the Payment Transfer is conducted in another currency).

5.17. In all cases listed in Clause 5.16 of the Agreement, the Commission fee for clarifying (correcting) the Payment Order, as specified in the System, shall be deducted from the transfer amount before it is credited to the Recipient Client's Account.

5.18. If none of the tracking methods specified in Clause 5.16 of the Agreement can be used, or if the data provided and/or clarified by the Payer in the Payment Order still does not allow the Recipient to be identified, the funds shall be held in the Benker System until the Payer or Recipient contacts Benker and provides additional information that allows 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 Client's Account). Such funds may also be returned to the Payer upon their written request. In such a case, the Commission fee for refunding the funds, as specified in the System, shall be deducted from the transfer amount before returning the funds to the Payer.

5.19. If a Client notices that funds not belonging to them have been transferred to their Benker Account, they must immediately notify Benker. The Client is not allowed to use mistakenly transferred funds. If funds have been mistakenly credited to the Client's Benker Account or transferred from their Benker Account to their other accounts without legal grounds, Benker has the right, and the Client grants irrevocable consent, to deduct such funds from the Client's Benker Account without requiring further approval from the Client. If there are insufficient funds in the Client's Benker Account to deduct the mistakenly received funds, the Client unconditionally undertakes to return the mistakenly transferred funds to Benker within three (3) working days from the date of receiving a request from Benker. If the Client fails to return the mistakenly credited funds in a timely manner, they shall be obligated to pay a penalty of 0.1% of the transfer amount for each overdue day, as demanded by Benker.

5.20. The Client has the right to change their Benker Account limits for Payment Transfers by undergoing an additional Account verification procedure in accordance with the procedure established in the System and setting different transfer limits, which will take effect 24 (twenty-four) hours after the additional verification procedure for setting limits. The Client may change the limits at their discretion and check the applicable limits by logging into their Account. However, Benker has the right to impose restrictions on Payment Transfer limits and require the Client to undergo an additional identification procedure as specified in the System. The Client will be informed of the limit activation via email. This provision of the Agreement may not apply to minors under the age of 14 (fourteen) or to other individuals subject to fixed limits.

5.21. The Client can check their Account balance and payment history by logging into their Account. They can also find information about 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 obtained because of criminal activity.

5.22.2. They will not use Benker services for illegal purposes, including conducting actions and transactions aimed at laundering money obtained through criminal or other unlawful means.

5.23. The Client can manage their Benker Account and carry out Payment Transactions from the Benker Account:

5.23.1. Online by logging into their Account.

5.23.2. Through the Benker App (after agreeing to the App's terms).

5.23.3. Using Payment Instruments linked to the Benker Account.

5.23.4. Using other means specified by Benker, after agreeing 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 elsewhere by logging in via their Benker Account and thereby identifying themselves are equivalent to entering into 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 online, the Client must complete and submit a Payment Order by electronically consenting to the execution of the Payment Order in the System.

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

5.25.3. When creating a Payment Order for a transfer from their Benker Account to another Client's Benker Account, the Client may protect the Payment Transfer with a Payer Password. In this case, the Payment Transfer is finalized only when the Recipient enters the Transfer 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 of such a Payment Transfer is considered to be 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 will only be provided to the payment Recipient.

5.25.4. When completing a Payment Order online, the Client may specify a future payment date, but the payment date cannot be more than two years from the date of the Payment Order. If there are sufficient funds in the Client's Benker Account on the specified day, the Payment Order will be executed. A transfer to another Benker Account is carried out immediately at the beginning 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 will not be executed, except in exceptional cases where Benker, at its own discretion, corrects the Payment Order after verifying the details or having sufficient information to independently determine the accuracy of the information and then executes it in the usual manner.

5.25.6. If there are insufficient funds in the Benker Account to complete the Payment Transfer, the Payment Transfer will not be executed. However, the System will attempt to process it for an additional 5 (five) days from the date the Payment Order was received. If sufficient funds do not appear in the Benker Account within this time, the Payment Order will be canceled, and no further attempts will be made to execute it. If the Client's Benker Account does not have sufficient funds in one currency but has enough in another currency, the Payment Transfer will not be executed until the Client converts the funds into the payment currency (except in cases where the Client has enabled the automatic currency conversion feature or when the transfer is used 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 (except for managing the Benker Account via the Internet) are set out in separate Appendices that regulate specific methods of managing the Benker Account. A specific Appendix regulating other methods of managing the Benker Account becomes applicable to the Client if the Client wishes to use the respective method of account management. 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 have agreed 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, Payment Order Requirements, and Refusal to Execute a Payment Order

6.1. When the Client is the Payer, the Payment Order is considered received by Benker (marking the start of the execution period) on the day of its receipt. If the moment of receipt of the

Payment Order does not fall on 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 business hours set by Benker 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's business hours.

6.4. Benker has the right to store any Payment Orders submitted by any method agreed upon with Benker, as well as information on all Payment Operations executed 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. The Payment Orders submitted by the Client must comply with the requirements for the submission and/or content of the Payment Order established by law and by Benker. The Client's Payment Orders must be clearly and unambiguously formulated, feasible, and must 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 accuracy of the details provided in the Client's Payment Order. If the Client's submitted Payment Order 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 based on the information specified 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 provided by the Client's legal representative, that the documents provided to Benker comply with the requirements established by law or by Benker, or regarding the authenticity or accuracy of the submitted documents. If Benker has justified doubts that the Payment Order was submitted by an unauthorized representative of the Client, doubts about the authenticity of the documents provided to Benker, or other concerns regarding the legality or content of the submitted Payment Order, Benker has the right to request that the Client, at their own expense and in a manner acceptable to Benker, additionally confirm the submitted Payment Order and/or provide Benker with documents proving the authority of the persons managing funds in the Account or other documents specified by Benker. In the cases mentioned in this clause, Benker acts to protect the legitimate interests of the Client, Benker, and/or other parties. Therefore, Benker is not liable for any potential losses resulting from the refusal to execute the Payment Order.

6.7. The Client is obligated to ensure that their Account has a sufficient balance in the required currency to execute the Client's Payment Order.

6.8. Before executing the Client's Payment Order, Benker has the right to request that the Client provide documents proving the legal origin of the funds associated with 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 engage third parties for the partial or full execution of the Client's Payment Order if required by the Client's interests and/or the nature of the Payment Order. If the proper execution of the Payment Order requires sending it to another financial institution for further processing, but that institution, based on its internal procedures, suspends the execution

of the Client's Payment Order, Benker is not responsible for such actions by the financial institution but will attempt to determine the reasons for the suspension 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 due to other reasons beyond Benker control.

6.10. If Benker refuses to execute the Client's Payment Order, Benker shall immediately notify the Client or create conditions for the Client to access such a notification, except in cases where such notification is technically impossible or prohibited by applicable legal regulations.

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 transactions performed by Benker are suspended in accordance with applicable law.

6.12. If a payment is returned for reasons beyond Benker control (e.g., incorrect Payment Order details, recipient's account closure, fault of the intermediary chosen by the Payer, etc.), the returned amount is credited back to the Account. The fee paid by the Payer for executing the Payment Order is non-refundable, and Benker may deduct any expenses incurred in connection with the return of funds from the Account.

6.13. Payment transfers initiated by Benker may, where technically feasible, be either urgent or non-urgent. The Client may select the type of Payment Transfer if technically possible. If the Client does not choose a specific type of Payment Transfer, it is assumed that they have initiated a transfer under the most favorable conditions available to them, which are selected automatically by the System.

7. Provision and Revocation of Consent, Execution and Cancellation of a Payment Order

7.1. A Payment Transaction is considered authorized only when the Payer provides Consent for its execution. Consent given to an intermediary of Benker is considered as given to Benker itself. The Client (Payer) may provide Consent in a manner established by Benker or agreed upon between Benker and the Client. Consent provided in written form must be signed by the Client or their legal representative. Consent may also be confirmed by electronic signature, Password, codes, and/or other identity verification means. Consent for a Payment Transaction or multiple Payment Transactions may also be provided through the Payee or a payment initiation service provider. Consent confirmed by the Client (Payer) in any of the ways specified in this clause is considered duly authorized and holds the same legal force as a paper document signed by the Client (or their representative). It is admissible as evidence in disputes between Benker and the Client in courts and other institutions. The Client has no right to dispute a Payment Transaction executed by Benker if the Payment Order was confirmed by Consent provided in the manner specified in this clause.

7.2. The Client's (Payer's) Consent is given before the execution of the Payment Transaction. By agreement between the Client (Payer) and Benker, a Payment Transaction may be authorized (Consent obtained) after the execution of the Payment Transaction.

7.3. The Client agrees that when executing a Payment Transaction, Benker will transmit the information specified in the Payment Order (including the Client's Personal Data) to the entities directly involved in executing such a Payment Transaction, including:

- international payment card organizations;
- companies processing payment card transaction information;

- the Payee's Payment Service Provider;
- the operator of the payment system used for the execution of the Payment Transaction;
- intermediaries of Benker and the Payee's Payment Service Provider;
- the payment initiation service provider;
- the Payee.

7.4 Procedure for Payment Order Cancellation:

7.4.1. A Payment Order cannot be canceled after it has been received by Benker, except in cases specified in the Agreement.

7.4.2. If a Payment Transaction is initiated by the Payee, through the Payee (e.g., when paying by payment card), or by a payment initiation service provider, the Payer cannot cancel the Payment Order after it has been sent, the Payer has given Consent to the payment initiation service provider to initiate the Payment Transaction, or the Payer has provided the Payee with Consent for the execution of the Payment Transaction.

7.4.3. Payment Orders specified in clause 5.23.4 of this Agreement may be canceled until the end of the Benker business day preceding the payment execution day.

7.4.4. After the expiration of the periods specified in clauses 7.4.1-7.4.3 of the Agreement, a Payment Order may only be canceled by mutual agreement between the Client (Payer) and Benker, and in cases specified in clause 7.4.2, with the additional consent of the Payee.

7.4.5. If a Payment Transaction is initiated by the Payee or through the Payee using a payment card, and the exact transaction amount is unknown at the time the Payer provides Consent for the Payment Transaction, Benker may reserve funds in the Payer's Account only if the Payer has given Consent for the reservation of a specific amount. Upon receiving information about the exact amount of the Payment Transaction 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 based on the Unique Identifier specified in the received Payment Order the Benker Account number or an IBAN-standard Account number. Benker has the right, but is not obligated, to verify whether the Unique Identifier matches the name and surname (or name) of the Account holder specified in the received Payment Order. When the above-mentioned Unique Identifier is provided for crediting funds to the Account or debiting funds from the Account, and the Payment Order has been executed based on the specified Unique Identifier, the Payment Order is considered properly executed. If Benker conducts a verification and finds an apparent mismatch between the provided Unique Identifier and the name and surname (or name) of the Account holder, Benker has the right to refuse to execute such a Payment Transaction.

7.6. If Benker receives a Payment Order to transfer funds to a payment account of another Payment Service Provider, Benker executes such a Payment Transaction based on the Unique Identifier specified in the received Payment Order the Payee's payment account number in IBAN format, except in cases where the other Payment Service Provider does not use IBAN-format accounts. Benker is not responsible for the absence of the above-mentioned Unique Identifier and/or the provision of an incorrect Unique Identifier in the Payment Order, and/or if the Payee's Payment Service Provider has established a different Unique Identifier for the proper execution of the Payment Transaction (crediting funds to the Payee's payment account).

7.7. If necessary and/or upon request by an institution of another country, Benker has the right to determine additional and/or other mandatory information (e.g., the name and surname or name of the Payee, payment code) 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 Payment Transaction amount to the Payee's Payment Service Provider's account. The Payee's Payment Service Provider is responsible for crediting the Payment Transaction amount, which Benker has duly transferred to the Payee's Payment Service Provider, to the Payee's payment account.

8. Prohibited Activities

8.1. When using Benker services, the Client is prohibited from:

8.1.1. Failing to comply with the terms of the Agreement and its Annexes, laws, and other regulatory legal acts, including but not limited to non-compliance with legal acts related to anti-money laundering and counter-terrorism financing.

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

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

8.1.4. Providing third parties with incorrect, misleading, or deliberately false information about Benker and cooperation with Benker.

8.1.5. Conducting or receiving money transfers if the Client knew or should have known that the funds were obtained unlawfully.

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

8.1.7. Using Benker services if the Client, their representative, the beneficiary, or the executed/received Payment Transfer meets the criteria specified in the list of restrictions on the provision of Benker services, which is published on Benker website.

8.1.8. Distributing computer viruses and performing other actions that may disrupt the System, harm or destroy information, or otherwise damage the System, equipment, or information of Benker.

8.1.9. Committing any other deliberate actions that may disrupt the provision of Benker services to the Client or third parties or interfere with the operation of the System.

8.1.10. Organizing illegal gambling and unauthorized trading of stocks, indices, commodities, currencies (e.g., 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 the unlawful trade of tobacco products, alcohol, prescription drugs, steroids, weapons, narcotics and related paraphernalia, pornographic materials, unlicensed lottery tickets, illegal software, and other items and products prohibited by law.

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

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

8.1.13. Lawfully organizing gambling and lotteries or engaging in other activities requiring licensing or permits without prior written consent from Benker. If the Client intends to provide the services specified in this clause using the Account, they must have a valid license (permit) issued by an EU member state, and this activity must be supervised by competent authorities for

compliance with relevant requirements.

8.1.14. Holding more than one Account; registering an Account under a fictitious name or another person'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 regulations and that are incompatible with public order and moral standards.

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

8.1.17. Disclosing Passwords and other personalized security-related payment means data to third parties and allowing them to use the services on behalf of the Client.

8.2. The Client agrees to compensate for all direct losses, fines, and other financial sanctions imposed on Benker due to the Client's failure to comply with or violation of the Agreement (including but not limited to clause 9.1 of the Agreement).

8.3. The Client is responsible for any losses suffered by Benker, other Benker Clients, and third parties related to the Client's use of Benker services and violations of this Agreement or its Annexes and agrees to compensate for them. If it is found that a Benker Account was created using forged or false 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 that does not require proof and which Benker has the right to deduct from the Client's Account. A higher amount of damage must be proven in writing. If signs of illegal activity are identified, Benker will always report them to law enforcement authorities.

9. Sending Messages by the Parties, Communication, and Client Consultation

9.1. The Client confirms their agreement to be informed by Benker through messages posted on the System's website, sent to the email address specified by the Client during registration in the System, sent via postal mail to the address provided by the Client during registration, or sent via SMS in cases where the Client provided only a mobile phone number during registration. The Client acknowledges that being informed by any of the aforementioned methods constitutes proper notification. Notification by postal mail or SMS is conducted only if the Client has not provided an email address. If such messages do not involve significant changes to the Agreement's terms, the Client is considered to have received the message within one (1) business day from the moment it is posted on the System's website and sent to the Client via email or SMS. If a letter is sent by postal mail, the Client is considered to have received it within five (5) business days from the date of dispatch, except in cases where the Client receives the notification later than the deadlines specified in this part of the Agreement. Messages from the Client (requests, complaints, or claims) are considered received on the day of sending if sent between 9:00 and 18:00 (EET). Messages sent outside this time frame are considered received at 9:00 (EET) on the following day.

9.2. If the Agreement is concluded with multiple persons (joint Account holders, etc.), Benker has the right to address notifications to any one of these persons. This person is obligated to relay the received information to the other persons specified in the Agreement.

9.3. The Client is notified of changes to the Agreement's terms 60 (sixty) days before they take effect. It is considered that the Client has received the notification, and the changes to the Agreement's terms come into force within 60 (sixty) days from the moment the notification is sent to the Client via email or by other means specified by the Client during registration (by

postal mail or via SMS with a link to the relevant webpage). Information about changes to the Agreement's terms is additionally published on the System's website.

9.4. The 60-day (sixty-day) prior notification period does not apply, and notification is carried out as specified in clause **9.1** of the Agreement, if:

9.4.1. the Agreement's terms are changed due to amendments to mandatory legal requirements;

9.4.2. the cost of services is reduced, or other more favorable conditions are introduced for the Client;

9.4.3. a new service or a new part of a service is introduced, which the Client may choose to use or not at their discretion.

9.5. Insignificant changes to the Agreement include corrections to style, design, or grammar, rewording and rearrangement of sentences, clauses, and sections of the Agreement for clarity, the addition of examples to articles, and other changes that do not reduce (limit) the Client's rights, do not increase the Client's obligations, and do not worsen the Client's position.

9.6. To stay informed about changes to the Agreement's terms, the Client undertakes to regularly check their email or other means of receiving notifications specified in their Account, as well as the System's websites, at least once per day.

9.7. All messages between the Parties must be sent in an Acceptable language or in the language in which the Agreement was provided to the Client for review.

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

9.9. 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 their identification.

9.10. The Client may seek consultation on all matters related to the System and the execution of the Agreement by sending their question via email to the address specified on the Benker website, calling the Client support phone number, or filling out a query form in the Account. Messages from the Client related to this Agreement should be sent to the email address provided on the Benker website or to the Benker address specified in the Agreement. All messages should be sent to Benker regardless of who the direct service provider is for the services described in this Agreement.

9.11. Benker is obliged to inform the Client in advance (as per the procedure established in section 9.1 of the Agreement) about known and potential technical issues in the operation of the System and systems or equipment of third parties (engaged by Benker to provide services) that affect the provision of services by Benker.

9.12. Benker has the right to freely change the technical solution for service integration at any time. Any such changes requiring corrections in the Client's software will be communicated at least 90 (ninety) days before implementation. If changes are required on the Client's side, they will be made at the Client's expense.

9.13. The Parties are obligated to promptly inform each other of any circumstances that are relevant for complying with this Agreement. The Client is obligated to provide documents

confirming these circumstances (such as changes to their name, surname, signature, address, phone number, other contact details, and identification; changes in the persons authorized to own and manage the funds in the Account; the initiation of bankruptcy proceedings against the Client, etc.), regardless of whether such information has been submitted to public registries.

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

9.15. All expenses for the preparation, delivery, certification, and translation of documents submitted to Benker are covered by the Client.

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

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 section 9 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, by notifying Benker. If the Client does not notify Benker of their disagreement with the changes before the proposed effective date, it will be considered that the Client agrees with the changes, and the changes will take effect at the established time. If the Client notifies Benker of their disagreement with the changes, they terminate the Agreement in the manner specified in section 11.12 of the Agreement, and the terms of the current Agreement will remain in effect for 30 (thirty) calendar days.

10.4. Changes to the Appendices of the Agreement are made in the manner established by the relevant Appendix. If no procedure for amending the Appendix is specified in the Appendix, 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 in this Agreement or the Appendices, and other terms different from those of the Agreement or Appendices, in a separate written agreement. Such an agreement becomes an integral part of the Agreement. If the Client wishes, Benker will draft the agreement (which can also be in the form of a declaration) and send it to the Client by fax or email. If the Client agrees to the proposed draft, the Client signs it and sends a scanned copy of the document to Benker by 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 becomes effective when the signed agreement is sent to Benker (i.e., the presence of Benker signature on the agreement is not mandatory, and Benker is not obliged to send the signed agreement back to the Client).

11. Termination of Services. Termination of the Agreement (Account Deletion)

11.1. Benker has the right, at its discretion and depending on the specific situation, prioritizing the compliance with the legal acts regulating the activities of Benker and the interests of the Client, to unilaterally and without prior notice 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 completely;

- 11.1.3.** Restrict the Client's access to the Account;
- 11.1.4.** Hold the Client's funds that are the subject of a dispute;
- 11.1.5.** Block the Account (i.e., fully or partially suspend Payment transactions on the Account) and/or the Payment instrument (i.e., fully or partially prohibit the use of the Payment instrument);
- 11.1.6.** Refuse to provide services;
- 11.1.7.** Return seized funds from the Client's Account to the original Payer.

11.2. The measures specified in paragraphs 11.1.1–11.1.7 of the Agreement can be applied to the Client only in the following exceptional cases:

- 11.2.1.** If the Client fundamentally violates the Agreement or its Appendices, or there is a real threat of a fundamental violation of the terms of the Agreement or its Appendices by the Client;
- 11.2.2.** If the Client's activity conducted using the Benker Account may harm Benker business reputation;
- 11.2.3.** If the Client does not pass the necessary identification, does not provide the required information to Benker, provides information or documents that do not meet the established legal and/or Benker requirements, or if there are reasonable doubts about the authenticity or validity of the documents provided, as well as in cases where there are reasonable suspicions of non-compliance with the requirements of section 9 of the Agreement by the Client;
- 11.2.4.** If continuing to provide services and the Client's activities could 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 in the Account, or suspicion of unauthorized or fraudulent use of the funds in the Account and/or Payment instrument;
- 11.2.6.** If Benker becomes aware of the theft of the Payment instrument or its loss in another way; if Benker has suspicions regarding the illegal appropriation or unauthorized use of the Payment instrument, or if it has become aware of this, as well as facts or suspicions that the personalized security data of the Payment instrument (including identification means) have become accessible to third parties, or that they may be used by them; if Benker has reasonable suspicions that the funds in the Account and/or the Payment instrument may be used illegally by third parties, or that the Account and/or the Payment instrument may be used or are being used for criminal activity;
- 11.2.7.** If Benker receives confirmed information about the death of the Client or the initiation of a bankruptcy case for an individual;
- 11.2.8.** In cases provided by law;
- 11.2.9.** In other cases, provided by the Agreement or its Appendices.

11.3. The measure specified in paragraph 11.1.7 of the Agreement may 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 Client's Account will first be frozen, and if the Client fails to take the necessary actions within the established time frame (fails to pass additional identification, does not provide requested documents), or fails to properly explain the situation, the frozen funds may be returned to the original Payer. This also applies in cases where Benker receives an order from law enforcement authorities to return the frozen funds to the original Payer.

11.4. The purpose of the restrictions set forth in section 11.1 of the Agreement is to protect Benker, other third parties, and the Client from potential financial sanctions, losses, and other undesirable consequences.

11.5. Benker will notify the Client of the measures specified in section 11.1 of the Agreement immediately (within one hour), and regarding the possibility of returning the Client's funds –

within 2 (two) working days from the cessation of services, except in cases where providing such information may undermine 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 conducted through the Client or the Client's Account, Benker has the right to terminate the provision of services to the Client, partially or completely, without prior notice and explanation, for a period of 30 (thirty) days, with the right to extend this period an unlimited number of times until the above-mentioned reasonable 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 terminate the provision of services to the Client partially or completely, without prior notice. After ceasing services on this basis, Benker will notify the Client and provide information on what actions the Client should take to resume service provision.

11.8. Benker will stop blocking the Account and/or Payment instrument (or replace it with a new Payment instrument) when there are no longer reasons to block the Account and/or Payment instrument.

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 informs Benker that the provided Payment instrument has been stolen or lost in another way, or that the funds in the Account and/or the Payment instrument are being or may be used illegally. Benker has the right to require that the Client's oral request for blocking 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 can only unblock it upon receiving a written request from the Client or applying other procedures for identity verification, 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 responsible for any losses incurred by the Client as a result of the cessation of services, blocking the Account and/or Payment instrument, or other actions if the aforementioned actions were carried out in accordance with the procedures established in the Agreement or its Appendices and in the presence of the conditions and grounds specified in the aforementioned documents.

11.11. In accordance with the law, Benker has the right to hold funds from a Payment transaction for up to 10 (ten) working days or for a longer period provided by law, the Agreement, or its Appendices.

11.12. The Client has the right to unilaterally terminate the Agreement without resorting to court by notifying Benker in writing 30 (thirty) calendar days prior to termination. After the Agreement is terminated by the Client, any issued Electronic money will be returned to the Client using their chosen method (one of the methods specified in the Agreement) in accordance with this Agreement.

11.13. Benker has the right to unilaterally terminate this Agreement and its Appendices, as well as refuse to provide services without specifying reasons, notifying the Client 60 (sixty) days prior to such actions by the methods specified in section 10 of this Agreement. Furthermore, Benker has the right to unilaterally terminate this Agreement and its Appendices, as well as refuse to provide services for the reasons specified in section 11.2 of the Agreement, notifying the Client 30 (thirty) days prior to such actions by the methods specified in section 10 of the

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 prior to such actions.

11.14. In the event of termination of the Agreement, Benker will deduct from the funds owed to the Client the amounts the Client owes to Benker for services rendered to the Client, as well as any fines, penalties, and other losses paid to the government or third parties that were incurred by Benker due to the Client's fault. If there are insufficient funds in the Client's Account(s) to cover the expenses mentioned in this clause, the Client agrees to transfer the required amount to the specified Benker account within 3 (three) working days. If any part of the amount paid to third parties is refunded to Benker, Benker is obliged to immediately return that amount to the Client.

11.15. Termination of the Master Agreement does not release the Client from the proper fulfillment of all obligations to Benker that arose prior to the termination of the Agreement.

11.16. After the termination of the Agreement with the Client, the Client must choose a method to redeem their Electronic money. If the Client's identification level does not meet the necessary limit for redeemable Electronic money, the Client must choose a different identification level and complete all actions related to the identification level change. The Client agrees to perform the necessary actions to redeem the Electronic money and understands that Benker aims to reduce the risk of fraud and comply with anti-money laundering requirements and other legal obligations.

11.17. If, after the termination of the Agreement with the Client, the Client has not chosen a method to redeem their Electronic money and/or has not passed the additional identification procedure indicated by Benker to increase the limits, Benker may (but is not obliged to) redeem the Client's Electronic money using one of the redemption methods available at the time of the redemption of Electronic money.

12. Confidentiality and Data Protection

12.1. The Parties agree to keep each other's technical and commercial information confidential, except for publicly available information that became known to the Parties during the performance 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 their Personal Data 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 obtained during the performance of this Agreement.

12.3. The retention period and security issues concerning Personal Data are governed by the Appendix to the Agreement titled "Data Protection Policy," which the Client has read and agreed to comply with.

12.4. The Client agrees to keep secret and not disclose any Passwords or other personalized data related to the security of Payment instruments created by or provided to them under this Agreement to third parties, as well as not to allow others to use the services on behalf of the Client. If the Client fails to adhere to this obligation and/or could have prevented it but did not, and/or if such actions were committed intentionally or through gross negligence, it is considered that the connection to the Account and the use of the relevant services of Benker are being carried out on behalf of the Client. In this case, the Client is fully responsible for any losses

incurred as a result of these actions or omissions and agrees to compensate others for any losses they have incurred due to the Client's actions or failure to act.

12.5. If the Password for accessing the Account or other Passwords are lost by the Client or become known to third parties through no fault of the Client or Benker, or if there is or may be a real threat to the Client's Account, the Client agrees to immediately (no later than within one calendar day) notify Benker through the methods specified in section 10. Benker will not be held responsible for any consequences if it is not notified.

12.6. Upon receiving a notification from the Client as specified in section 13.5 of the Agreement, Benker will immediately restrict access to the Client's Account and cease providing its services until a new Password is provided or created for the Client.

12.7. Benker reminds the Client that the email address associated with the Benker Account, as well as other means (e.g., mobile phone number), which the Client links to their Benker Account at their discretion, are used as communication channels with the Client and/or for the identification of the Client. Therefore, the Client must ensure the security of these means, and the data used to connect to them. The Client is fully responsible for the security of their email and other means used by them, as well as for the Passwords for connecting to them. Passwords are confidential information, and the Client is responsible for any disclosure and all transactions made after entering the Password used for the corresponding Account or other Payment instrument. Benker recommends memorizing Passwords and not writing them down, as well as not entering them into any devices that may be seen by others.

12.8. Benker has the right to transfer all important information collected about the Client and their activities to law enforcement agencies, other state 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 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 Client's identity and the accuracy of other data provided by the Client (including, but not limited to, inquiries to third parties with relevant requests).

12.10. Benker points out that in all cases, when acting as a payment service provider for the Client, 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 telephone conversations with the Client. The Parties agree that recordings of telephone conversations, as well as messages sent by mail or through other telecommunications means (including email), may be used as evidence in resolving disputes between the Client and Benker. By this Agreement, the Client confirms that they understand and agree that Benker may record any telephone conversations with the Client and/or their representative without prior notice or warning. The Client, on their part, has the right to record telephone conversations and store these recordings, as well as other correspondence, for their personal purposes.

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 who intends to make a Payment Transfer to the Client if the other Benker User enters the Client's verified identifier in the Benker System (such as 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 to deny such institutions access to the Client's Account for objective and duly substantiated 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 has not been granted and will provide the reasons for this decision. This information, if possible, will be provided before or immediately after the refusal of access, except in cases where providing such information could compromise security measures or is prohibited by law.

12.14. To protect the legitimate interests of Benker, the Client's data may be transferred to the media when the Client has approached the media without using the methods of protecting their rights specified in section 15.6 of the Agreement, and when the information provided to the media about the dispute does not match the information Benker has and harms the business reputation of Benker.

13. Liability of the Parties

13.1. Each Party is responsible for all fines, penalties, and other losses incurred by the other Party because of a violation of this Agreement by the at-fault Party. The at-fault Party agrees to compensate the affected Party for the direct losses incurred because of such liability. Benker liability under this Agreement is limited by the following provisions:

13.1.1. Benker is liable only for direct losses caused by a direct and significant breach of the Agreement by Benker, and only for those losses that Benker could reasonably foresee at the time of the breach of the Agreement.

13.1.2. Compensation from Benker for losses arising from a breach of this Agreement may not exceed the average amount of the Fees paid by the Client to Benker for services provided over the past 3 (three) months. This limitation applies to all breaches combined, committed in that month. If the average amount for the past 3 (three) months cannot be calculated, the compensation may not exceed 1000 EUR (one thousand euros) or the equivalent amount in another currency (if services are provided in another currency).

13.1.3. Benker shall under no circumstances be liable for the Client's failure to obtain profits or income, the loss of reputation or business, the Client's bankruptcy, or its indirect losses.

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

13.2. Benker does not guarantee the uninterrupted operation of the System, as the System's operation may be affected (interrupted) by several factors beyond Benker control. Benker will make every effort to ensure the continuous operation of the System but will not be liable for the consequences of malfunctions in the System's operation that are not caused by Benker.

13.3. The System may not function due to 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% (ninety-nine percent) of the time on average.

13.4. System malfunctions will not be considered in cases where Benker temporarily limits access to the System for no more than 24 (twenty-four) hours due to maintenance or system improvement works, and other similar cases, of which Benker will inform the Client at least 2 (two) calendar days prior to the relevant actions.

13.5. Benker is not liable for:

13.5.1. Debiting and transferring funds from the Benker Account and other Payment transactions with funds on the Client's Benker Account if the Client did not ensure the security of their Passwords and identification means, which resulted in unauthorized access by third parties, as well as for criminal actions and transactions by third parties conducted using counterfeit and/or illegal documents or data obtained illegally;

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

13.5.3. The consequences of improper performance of Benker obligations due to the actions of a third party beyond Benker control;

13.5.4. The consequences of lawful termination by Benker of this Agreement, full or partial restriction of the Client's access to the Account, as well as 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 comply with the terms of a contract or other agreement by the other party with whom the Client makes payments using the Benker Account;

13.5.6. Non-fulfillment of its contractual obligations and losses if the obligations were not fulfilled or damages occurred due to Benker fulfilling its obligations as required by law.

13.6. The Client guarantees that all actions 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 obligated to immediately (no later than by 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 this amount was debited, to the state it was in before the unauthorized Payment transaction, except in cases where Benker has valid reasons to believe that fraud occurred, and it informs the regulatory authority about it in writing.

13.9. If the User denies authorizing the Payment transaction or claims that the Payment transaction was carried out improperly, Benker is obligated to prove that the Payment transaction was authenticated, duly registered, displayed on the Accounts, and not affected by technical or other failures.

13.10. The User may incur losses resulting from unauthorized Payment transactions up to 50 (fifty) euros (or the equivalent amount in another currency, if services are provided in another currency), if these losses are related to the use of a lost or stolen Payment means or its unlawful acquisition.

13.11. If the Client is not a User, and/or the Payment transaction is made in the currency of a Member State to another state or from it, or in the currency of another state, the Client will bear all losses arising due to the reasons mentioned in paragraph 13.10.

13.12. The Client would bear all losses arising from unauthorized Payment transactions if they occurred due to the Client's bad faith actions or failure to comply with one or more of the following obligations due to intentional actions or gross negligence:

13.12.1. To use the Payment means in accordance with the rules established by this Agreement or its Appendices, regulating the issuance and use of the Payment means;

13.12.2. If the Client becomes aware of the loss, theft, unlawful appropriation, or unauthorized

use of the Payment means, or of facts or suspicions that the personalized data related to the security of the Payment means have become known to third parties or could be used by them, to immediately report this to Benker or the entity specified by Benker, following the rules established by this Agreement or its Appendices;

13.12.3. After receiving the Payment means, to take all possible measures to protect the personalized data related to the security of the Payment means.

13.13. After the Client requests Benker to block the Payment means in accordance with clause 12.5 of this Agreement, responsibility for the Client's losses arising from the loss, theft, or unlawful appropriation of the Payment means will be transferred to Benker, except in cases where the Client acts in bad faith. The provisions of this clause apply only to the User.

13.14. If Benker does not create conditions for the timely reporting of a lost, stolen, or unlawfully appropriated Payment means, as well as in cases where Benker does not require Enhanced Authentication of the Client, responsibility for losses arising from unauthorized use of the Payment means will be on Benker, except in cases where the Client acts in bad faith. The provisions of this clause apply only to the User.

13.15. The Client is obligated to check the information about Payment transactions made using the Account at least once a month and report in writing to Benker about unauthorized or improperly made Payment transactions, as well as about any other errors, discrepancies, or inaccuracies in the Account Statement. The Client's message must be submitted within 60 (sixty) calendar days from the date when Benker, according to the Client, made an unauthorized Payment transaction or carried it out improperly. The User must inform Benker in writing about unauthorized or improperly made Payment transactions in the currency of a Member State to another EU Member State within 13 (thirteen) months from the date the funds were debited from the payment Account. If the Client does not report these cases within the specified periods, it is considered that they unconditionally agree with the Payment transactions made using the payment Account. The Client is obligated to provide Benker with any available information about unauthorized access to the Account or other illegal actions related to the Account and take all necessary measures specified by Benker to assist in investigating the illegal actions.

13.16. A Party is exempt from liability for non-performance of obligations under the Agreement if it can prove that such non-performance was the result of force majeure circumstances (force majeure), the existence of which was proven in the manner prescribed by law. The Client must inform Benker in writing about the occurrence of force majeure circumstances that hinder the performance of this Agreement within 10 (ten) calendar days from their occurrence. Benker will inform the Client of the force majeure circumstances by email or on the System's websites.

14. Final Provisions

14.1. Each Party confirms that it has all necessary permits and licenses required by applicable law to carry out the actions necessary to fulfill this Agreement.

14.2. The titles of the sections and articles of this Agreement are for convenience only and cannot be used to interpret 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 the Client's financial obligations, nor for the calculation and transfer of any fees charged to the Client.

14.4. Benker is, in all cases, an independent Party to the Agreement, and does not control the goods and services paid for using Benker services, nor does it take responsibility for them. Benker is also not responsible for the fulfillment of the terms of the transaction by the buyer, seller, or any other party entering into an agreement with the Client.

14.5. The Client may not transfer rights and obligations under this Agreement to third parties without the prior written consent of 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 that such a transfer does not violate the law.

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

14.7. This Agreement enters into force in accordance with section 2.4 of the Agreement. The Client may save the text of the Agreement during the registration process in the System.

14.8. This Agreement is presented in the System in multiple languages. The Agreement applies to the Client in the language with which the Client became familiar during registration in the System.

14.9. The references to the Benker websites and Appendices in the Agreement, which govern the provision of certain services, are an integral part of this Agreement and become effective for the Client from the moment they begin using the corresponding service.