

TERMS AND CONDITIONS FOR INTERNATIONAL MONEY TRANSFERS

1. Definitions

1.1. An international transfer refers to a transaction initiated by the Payer for sending funds:

- to the electronic wallet (account) of the Recipient specified by the Payer, registered in a financial institution outside the Republic of Lithuania;
- in a currency other than the euro to an account (electronic wallet) opened in another financial institution in Lithuania;
- for receiving cash or digital assets outside the Republic of Lithuania.

1.2. An international payment order is a document containing the Payer's instruction to execute an International Transfer.

1.3. A European payment order is a type of Payment Order that meets the following criteria:

1.3.1. The transfer currency is the euro (EUR); 1.3.2. Funds are credited to the Recipient's financial institution located in an EU Member State, Switzerland, or the United Kingdom;

1.3.3. The SWIFT (BIC) code of the Recipient's financial institution is provided; 1.3.4. The Recipient's account number (electronic wallet) follows the IBAN format; 1.3.5. Fees are shared: the Payer pays Benker's fees, while the Recipient covers the fees charged by their Payment Service Provider; 1.3.6. The transfer can be standard or urgent.

1.4. Conditions – the rules governing the execution of International Payment Orders.

1.5. Account (electronic wallet) – the Payer's account in Benker, as specified in the Payment Transfer.

1.6. General Agreement – an agreement between the Payer and Benker for payment services, under which the Account (electronic wallet) is opened.

1.7. Intermediary Bank – a financial institution that is not Benker or the Recipient's Payment Service Provider but participates in processing the transfer (e.g., a correspondent bank or a payment system operator) based on agreements with Benker or the Recipient's Payment Service Provider.

1.8. Recipient's Payment Service Provider (PSP) – a financial institution responsible for transferring funds to the Recipient.

1.9. Business day – a day when Benker, the Intermediary Bank, and the Recipient's Payment Service Provider process international transactions. Business days may differ between institutions.

1.10. Member State – a country that is part of the European Union or the European Economic Area (EEA).

1.11. Foreign State – a country outside the European Union and the European Economic Area (EEA).

1.12. Cancellation – the Payer’s request to annul a Payment Order and return the transferred funds to the Payer’s Account (electronic wallet).

1.13. Amendment – the Payer’s request to correct or modify the details of a Payment Order.

1.14. Fees – the charges set by Benker for its payment services and transactions.

By using the services outlined in these Conditions, the Payer agrees to all provisions of the General Agreement and any additional requirements stipulated in this document. Terms used herein have the same meanings as in the General Agreement unless stated otherwise.

2. General Provisions

2.1. At the time of submitting a Payment Order, the Recipient must be at least 18 years old. By submitting the order, the Payer confirms the accuracy of the provided information and agrees to all terms outlined in this document.

2.2. The Payment Order is processed by Benker in accordance with these Conditions, the General Agreement, and the laws of the Republic of Lithuania.

2.3. Requests for payment execution, Cancellation, or Amendment must be submitted to Benker in writing – either electronically or through other acceptable communication channels.

2.4. Each Payment Order is considered a separate agreement between Benker and the Payer, governing a single transaction.

2.5. To comply with legal regulations, all transactions are verified against sanction lists approved by regulatory authorities in jurisdictions where services are provided. In case of a match, an additional verification process is conducted to confirm the Recipient’s identity.

3. Timeframes and Processing Procedure for Payment Orders

3.1. If the Payer is a User and the transfer is made in a Member State currency within a Member State, Benker executes the transfer within the timeframes established in the Fees.

3.2. If the Payer is not a User, or the transfer is in a Member State currency outside the EEA or in another currency, the Payment Order is forwarded to an Intermediary Bank within the timeframes established in the Fees. The subsequent transfer of funds to the Recipient’s Payment Service Provider depends on the internal policies and obligations of the Intermediary Bank.

3.3. The transfer amount is debited from the Client’s account at the moment the Payment Order is executed.

3.4. Benker is not responsible for the failure to execute a transfer due to incorrect details provided by the Payer or errors made by the Recipient’s Payment Service Provider.

3.5. For transfers between Member States, Benker guarantees the transmission of funds within the specified timeframes but is not liable for the actions of third parties. For all other transfers, Benker is not responsible for errors made by the Intermediary Bank or the Recipient's Payment Service Provider, except in cases where the transfer was not executed due to Benker's own fault.

3.6. Benker does not compensate for any losses incurred due to exchange rate fluctuations during the execution of the transfer.

4. Cancellation and Amendment of Payment Orders

4.1. The Payer has the right to request the cancellation of a Payment Order through Benker. However, the refund of the amount and any paid fees is only possible if the following conditions are met:

- 1) Benker has not yet sent the payment information to the Recipient's Payment Service Provider or the Intermediary Bank;
- 2) the Recipient has not received the transfer in cash. In all other cases, Benker may attempt to cancel the transfer by contacting the relevant institution but does not guarantee a successful outcome. Additional fees may also be charged by the Intermediary Bank or the Recipient's Payment Service Provider. The cancellation process requires agreement between the Payer and Benker.

4.2. The Payer may request Benker to correct details in the Payment Order (such as the Recipient's first name, middle name, or last name), excluding the amount, currency, and Account (electronic wallet) number, which cannot be changed. If these details were incorrectly entered, the Payer must request a refund and initiate a new Payment Order. Benker may amend details under the following conditions:

- 1) before the payment information has been sent to the Recipient's Payment Service Provider or Intermediary Bank;
- 2) if the Recipient has not yet received the transfer (only for cash transactions). If the funds have already been sent or the details forwarded, Benker will notify the relevant institution about the correction request but is not responsible for implementing the changes, as this depends on the policies of the Recipient's Payment Service Provider or Intermediary Bank.

4.3. In the case of a European Payment Order, amendments are not possible. Any request from the Payer to change such an order may be rejected by Benker

5. Commission Payments

5.1. The Payer pays for services related to the processing, cancellation, or correction of the Payment Order, as well as other operations of Benker according to the applicable Fees at the time of execution, unless otherwise provided in agreements with the Intermediary Bank or the Payment Service Provider of the Recipient. Payment is made by automatic deduction from the Account (electronic wallet), with the Payer giving consent to such deduction without the need for additional confirmation.

5.2. Under the Fees, the Payer has the option to choose the commission payment scheme, determining who will bear the costs: either only the Payer or the Payer jointly with the Recipient, in accordance with section 6.3 of these Terms.

5.3. If the Payer assumes responsibility for all commissions, but the amount paid by the Payer is insufficient to cover the expenses of the Intermediary Bank or the Payment Service Provider of the Recipient, Benker has the right to deduct the shortfall from other accounts of the Payer within Benker without additional consent from the Payer.

5.4. If the transfer is returned for reasons unrelated to Benker (for example, due to an error by the Payment Service Provider of the Recipient, the Payer, or the Intermediary Bank, incorrect data, etc.), the transfer amount is refunded to the Account (electronic wallet), but the paid commissions are non-refundable, and no interest or penalties for failure to meet transfer deadlines will be paid. Additionally, the costs associated with the return of funds may be deducted from the Payer's Account (electronic wallet), unless otherwise specified in the relevant agreements with Benker.

6. Payment Order Execution

6.1. The completion of the Payment Order is carried out in strict accordance with the instructions provided in the System.

6.2. In the field for currency designation, the code corresponding to the standard established in the System should be specified.

6.3. In the section "Payment of Commission Fees," the following should be considered:

6.3.1. If the "partial payment" (SHA) option is selected, the Payer bears the commission fees of Benker, which are deducted from their Account (electronic wallet), and the Recipient covers the commission fees of the Recipient's Payment Service Provider. These fees may be deducted from the amount received by the Recipient. In the case of a transfer from a Member Country to a foreign jurisdiction or in foreign currency, the Recipient also covers the commission fees of the Intermediary Bank, which may be deducted from the transferred amount. This payment option is mandatory for transfers within Member Countries.

6.3.2. If the "full payment by the Payer" (OUR) option is selected, the Payer assumes the commission fees of Benker, the Intermediary Bank, and the Recipient's Payment Service Provider. These amounts are deducted from their Account (electronic wallet). Benker is not responsible for cases where the Intermediary Bank or the Recipient's Payment Service Provider does not follow the instructions specified in the Order or where, for reasons unrelated to Benker, the amount received in the Recipient's Account is less than stated. This option is available only for transfers in foreign currency or abroad.

6.3.3. If the Payer does not specify who should bear the commission fees, it is assumed by default that they will be shared between the Payer and the Recipient (SHA).

6.4. In the "Transfer Type" section, the Payer must choose one of the options: "Standard," "Urgent," or "Very Urgent." If no choice is made, the transfer will be carried out in the standard mode.

6.5. In the "Purpose of Payment" field, the purpose of the transfer must be specified, and if necessary, additional information should be provided.

6.5.1. If the filling instructions specify that additional information is required (for example, when topping up a Benker Account), the Payer must follow these instructions. Otherwise, Benker will not be responsible for the execution of the transfer.

6.5.2. When making a transfer outside the European Union and the European Economic Area (EEA), the Payer must specify the five-digit currency operation code (VO) corresponding to the purpose of the payment, according to the “VO Codes” table.

6.6. The “Correspondent Bank of the Recipient” field should preferably be filled when transferring to a Recipient’s country (except the Republic of Lithuania) in a currency other than its national currency.

6.7. The Payment Order may be submitted by the Payer themselves or by an authorized person.

6.8. For transfers to EU countries, Switzerland, or the United Kingdom, the Payer must specify the IBAN account of the Recipient and the international SWIFT (BIC) code of their payment provider.

6.9. The Payer is aware that if the BIC (SWIFT) code of the Recipient’s Payment Service Provider and/or the IBAN number is not specified for a transfer to an EU country or Switzerland, Benker may refuse to execute the transfer or carry it out with the possibility of higher commission fees charged by the Intermediary Bank or the Recipient’s Payment Service Provider. In this case, Benker may deduct additional commission fees from the Payer’s Account according to the terms of the General Agreement.

6.10. When properly filling out a cash transfer in the currency of a Member Country to another Member Country, or in foreign currency, each transaction receives a unique code for cash collection. The responsibility for notifying the Recipient about the transfer and providing them with this code lies with the Payer. Cash disbursement is made after the Recipient presents an identification document and/or fulfills other requirements set by the servicing branch of Benker. In some cases, Benker may request additional information related to the transaction.