

BENKƏR

General Terms and Conditions

**Effective from The 10th
of October 2024**

Version: 1.2

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1. General Information

In order to use services please visit www.benker.io website. BENKER Information:

Name: BENKER UAB

Address: Lvivo g. 25-702, LT-09320 Vilnius, Lithuania

E-mail address: help@benker.io

Name of the business register: SE Center of Registers (VĮ Registrų Centras) of the Republic of Lithuania

Licensing authority: the Bank of Lithuania (Lietuvos Bankas), Gedimino pr. 6, Vilnius, Lithuania, link to the website: <https://www.lb.lt/> .

Company Number: 305084126

License Authorisation Code: LB002125, License No: 91

Definitions

Agreement: the document concluded between BENKER and You during the registration process, on the basis of which You can access to BENKER account.

Applicable regulations: means all laws and legal acts of the Republic of Lithuania as well as the European (EU) legal acts and regulations (including regulatory requirements from competent authorities), applicable to the Parties and the provision of the Services,

BENKER: BENKER UAB, a legal entity with the registered No. 305084126, registered address at Lvivo g. 25- 702, LT-09320 Vilnius, Republic of Lithuania, data of the company collected and stored in the Register of Legal Entities of the Republic of Lithuania, Registrar of the Company SE Centre of Registers; operating as a licensed electronic money institution pursuant to the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania authorised and supervised by the Bank of Lithuania, license authorisation code LB002125.

BENKER Account: the unit of electronic records assigned to You, which serves to store and keep records of the e-money available to You in the currencies managed by BENKER. The account is used for recording and managing the receivables and liabilities of You, irrespective of its name and currency, and to the debit and credit of which any payment method as defined in the Law on Payments of the Republic of Lithuania may be applied, unless the Applicable Law provides otherwise.

BENKER Terms: the GTC, Conditions for Payment Services, Privacy Policy, Pricing list, other Annexes to the GTC, and all other BENKER documents, related to the GTC.

BENKER User Profile: the user profile that is created by the Customer when registering with BENKER. User Profile is used to access BENKER Wallet Service.

BENKER Wallet Service: user interface created by BENKER on Natrix platform for You to access Your - assets and perform transactions.

BENKER's Website: BENKER's maintained web page - www.benker.io,

Communication Channels: official Communication Channels, accepted by BENKER, which You by signing the GTC agree to use when communicating with BENKER, and consider them as fully clear and understandable:

- sending an electronic letter to the e-mail address indicated by the Customer,

- notification sent to the Customer's BENKER Wallet Service,
- notification by mail.

Parties: both You and BENKER together.

Electronic money/ e-money: electronic money is an electronically stored monetary value as represented by a claim against BENKER, which is issued on receipt of monetary funds for the purpose of making a payment, and which is accepted by a natural or legal person, unincorporated business association or sole proprietor other than BENKER. Electronic money is a cash equivalent.

Electronic Money Institution License: license issued by the Bank of Lithuania, a financial supervisory authority of the Republic of Lithuania. (Date of Issuance: 10th of January 2022, License authorization code: LB002125, License No 91).

E-money issuing: at Your request and for consideration, BENKER shall issue e-money and credit it to Your BENKER Account following receipt of the consideration.

Fees: all the fees, commissions, and costs that BENKER is entitled to charge in connection with the Service or for executing the Transaction Order. The Fees are listed in the Annex No. 2 to current General Terms and Conditions, which forms an integral part of the Agreement.

KYC/AML/CTF/ Policy: KYC – Know Your Customer, AML – Anti-Money Laundering, CTF – Combating

the Terrorist Financing policies set by the Applicable Law, You are obligated to provide real and actual data to BENKER and/or to BENKER's partners, in the interest of the above detailed policies. BENKER is entitled

to exclude You from the referral system (Annex No. 4) and delete You from its Customers at its discretion and without having to seek Your consent.

Natrix: the name of the blockchain platform used by BENKER to provide the Services.

PIN code: a secret code consisting of 6 (six) numbers entered by You during registration used for signing in and confirming transactions.

Pricing list: BENKER Pricing list which can be accessed on <https://www.benker.io> and provided as Annex No. 2 herein.

Private keys/Mnemonic words: Your automatically generated own private keys in BENKER App, which consists of 12 (twelve) different English words, and it is Your responsibility to keep it in secret. In possession of this key, You can access to Your BENKER User Profile.

Referral system: is a system that incentivizes previous customers to recommend BENKER's products and services to their family and friends.

Rewards and Referrals: referrals are rewarded as per Annex No. 4. Any details - even if they are bonuses or commission or referral fee - are dealt within the relevant Annex No. 4.

Sanctions: for the purposes of KYC/AML/CTF/ Policy means United Nations Security Council resolutions against terrorism (United Nations Security Council Resolution 1267 (1999), as amended) and European Union

financial sanctions (an updated consolidated list is published on the official websites of the United Nations and the European Commission) and/or other sanctions, which BENKER is obliged to apply under the Applicable Law.

Service: the category of functions available via BENKER Wallet Service interface and as indicated in Section 6 of this GTC.

Sufficient Funds: the minimum available balance on BENKER Account that is required to perform Your Transaction Order; equal to the value of the Transaction Order plus the Fees to be charged in connection with the Transaction Order.

Transaction Order: transactions that qualify and do not qualify as payment orders as well as any other requests for Services by You.

2FA -Two-Factor Authentication: a method of identity and access management, that requires You identify Yourself twice when logging in or transacting in BENKER Wallet Services, therefore the security is enhanced. Besides personal secret key stored on you pre-registered mobile device, You must choose another authentication method, which could be via PIN code or via fingertip.

You: any natural person with full legal capacity over the age of 18 (eighteen), who is concluding the Agreement with BENKER by signing up. Also referred as the Customer, User or Buyer.

Value date: the day which is considered by BENKER as the date of performance of the Transaction Orders for the future debit of the bank account.

Working or Business Days: shall mean any day (except Saturday and Sunday, as well as the Lithuanian public holidays on which payment services providers in Lithuania carry out payment operations).

Wallet ID/BENKER account number: an unique ID used for BENKER Wallet Service identification.

2. General Terms and Conditions

The present General Terms and Conditions (hereinafter referred to as the General Terms and Conditions or GTC) hold the terms of the use of BENKER Wallet Service as well as the rights and obligations of You and BENKER. For further information please visit www.benker.io.

The GTC are adopted in accordance with the laws of the Republic of Lithuania and the European

Union, governing the issuance and redemption of electronic money and the provision of payment services.

The GTC contains the general terms and conditions as well as principles of legal transactions between BENKER, and You.

By the registration You accept the provisions laid down in these GTC and consider those obligatory in Your aspect. The registration or using the services provided by BENKER is not possible without accepting the GTC.

BENKER is entitled to modify the GTC in its own discretion and without having to seek Your consent with the simultaneous notice to You. BENKER publishes the notice on BENKER's Website no later than 60 calendar days before the modified GTC enters into force as well as notifies You in writing by sending the proposal for the GTC amendment, unless otherwise agreed with You in writing in advance. The modified provisions enter into force for You on the date of entry into force. If You do not agree with the modifications of the GTC, You can terminate the GTC without any consequences.

The processing Your personal data is provided for in the Personal Data Protection, laid down Section "Personal Data Processing" of the present GTC.

The GTC is binding for both BENKER and You based on the provisions of the relevant Agreement or of the GTC for the respective financial services. With the registration You note and accept that an Agreement arises between BENKER and You.

BENKER exercises and fulfils its rights and obligations, included in the GTC, at all times within the limits set by the mandatory provisions of the Applicable Law, thus any provision of the GTC shall be interpreted accordingly.

The GTC are public, and those may be viewed by any person on BENKER's Website.

You are due to calculate and pay any taxes (primarily, but not exclusively Income tax on referral fees, game prizes, etc, unless You have any different tax obligations.

3. Amendment of the GTC

BENKER follows the applicable requirements and guidelines for the GTC amendment and notifying

the customers thereabout. BENKER has the right to unilaterally modify these GTC based on its own decision (the final decision for the GTC amendment is made by BENKER'S Management Board) and at its discretion only by notifying You, as a general rule, with prior 60 (sixty) calendar days' notice (with exception out of BENKER's control, or having no or very minor impact on You and/or providing benefit to You, or where BENKER changes the fixed interest rate or the exchange rate), unless otherwise agreed with You individually in writing in advance.

The notification period might be shorter than 60 (sixty) days in the following cases:

BENKER has to modify the GTC due to substantial change or update of the used software or

hardware, including any other technology, reorganization of work organization processes, amendments to the Applicable Law or adoption of new legal acts, and other important reasons;

a shorter notification period for the submission of BENKER'S proposal for GTC amendment has been individually agreed between You (if You are not a consumer) and BENKER, by means of a general Agreement;

the proposed amendments to the general Agreement introduce more favourable conditions for You (e.g. reduction of the amount of the commission, granting additional rights and/or guarantees to You, etc.);

the GTC/framework Agreement is being amended by a bilateral written agreement or in a manner equivalent thereto, i.e. BENKER and You will agree in a separate written agreement on the

amendments and the date of their entry into force, or You, upon receipt of a proposal for the GTC amendment(s), shall express Your consent by active steps to the entry into force of the GTC amendments to the framework Agreement for a notification period other than that provided for in the Law and/or the GTC.

BENKER shall inform You about modifications in Sections 2.1.1.1. – 2.1.1.4. in one of the information disclosure ways (the Communication Channels) no later than within 14 (fourteen) calendar days.

If You do not implement Your right to terminate the GTC before the date of entry into force thereof, such failure to implement this right shall be deemed to be the consent to the GTC

amendments to the framework agreement (GTC), however, it is only applicable where the GTC is unilaterally amended in the following cases: a 60 (sixty) calendar days' notice period can be applied according to the law and in Sections 2.1.1.1. as well as 2.1.1.3 herein.

BENKER shall update the GTC at least annually. The main reasons for modification, including but not limited to, can be the following:

a substantial change occurred in BENKER's circumstances;

a reason relating to BENKER's operation, economic interests, technical or technological possibilities, finances, circumstances that affect the service;

any other reasons BENKER finds it necessary in its own discretion.

BENKER has the obligation to publish the GTC, any amendments to the GTC, and the GTC consolidated with amendments freely in a way that allows storing and displaying them on BENKER's Website and printing them. Amendments to the GTC shall enter into force on the exact calendar day of publication, and amendments to the GTC apply to all Agreements signed after the effective date of the GTC amendment. BENKER reserves the right to discontinue publishing the Pricing list on BENKER's Website and instead provide the Pricing list for the Services in durable media to You individually via agreed Communication Channels (online banking, email, etc.).

BENKER informs You about any amendment (that is mandatory according to the Applicable Law to be introduced to You in advance) to the GTC electronically only, by sending it to the e-mail address provided by You during BENKER User Profile registration process.

By notifying You, BENKER offers You to agree with the proposal for the GTC amendment that You may not accept, and You have the right to terminate the GTC without any additional commission fees directly related to such refusal to accept the amendments, if You comply with the terms and conditions listed in BENKER'S proposal for the GTC amendment. If You expressly object to the GTC amendment and do not accept it, You have the right to terminate Your Agreement with BENKER in writing within a notification period that BENKER applies to You in respect of the proposal for the GTC amendment. The general termination terms and conditions are listed in Section "4. Expiry and termination of the Contract", unless otherwise agreed with You individually in advance in writing.

4. BENKER Wallet Service

Registration and Contracting for Natural Persons

The availability of the Services for Customer is conditional upon registration.

You accept that registration and opening a BENKER User Profile at BENKER are currently available to tax-residents and citizens of the countries where BENKER is currently operating. BENKER has the right to expand its services in the future.

With the registration at BENKER Mobile APP, You note and accept that BENKER will send You marketing proposals. If You wish not to receive any of Our proposals, please contact Our Support Team at help@benker.io.

The Services are available for any natural person who is at least 18 (eighteen) years old and has legal capacity to execute agreements and legally bind themselves.

Registration in case of natural persons is free of charge.

You initiate the Agreement with BENKER electronically by filling the registration form and sending it to BENKER. Sending the registration form to BENKER does not qualify as Your

legal statement, aimed at signing the Agreement, but merely the initiation of starting the contracting process. You are entitled to interrupt the contracting process at any time freely without any legal consequences, until the activation has been confirmed. By sending the registration form to BENKER, You expressly request and consent that the Agreement is signed via a telecommunications device.

BENKER will analyse Your request for initiating the conclusion of the Agreement, sent electronically. BENKER decides at its own discretion on accepting or refusing the initiative for the signing the Agreement, taking into consideration the Applicable Law.

If BENKER accepts Your initiative to sign the Agreement, it will send an activation code to Your e-mail address, recorded by You on the registration form, which is available for a duration of 1 (one) hour (binding offer).

The Agreement between the Parties is established if You confirm its intention to sign the Agreement by giving the activation code and thus concluding the Agreement. This Activation is Your leg statement aimed at signing the Agreement.

If You do not confirm the intention to sign the Agreement, no Agreement and legal relationship is established between the Parties. After the expiry date of the binding offer lapses without a positive result, BENKER irretrievably deletes the data entered by You on the registration form.

Simultaneously with the signing of the Agreement, on its date BENKER creates Your BENKER Account.

Unless the Parties agree otherwise, the Parties sign the Agreement for an indefinite term.

During the registration, You must enter the data specified in Annex No. 1 “List of Data to be Provided During the Registration”, which can be mandatory or optional data. We also require You to provide documentation in a format acceptable to Us. Such documentation may include a copy of You identity card, passport, or other government issued photo identification documents. We may also contact You if We have the additional questions or further requirements of information before Your KYC is complete.

We will have to carry out the verification process (KYC) using the identity information You provided to us by a third-party verification platform to onboard You and We reserve the right to access various government and private databases to verify those information.

During the registration, You must enter Your data truthfully and notify BENKER about any change, occurred in this data immediately, but no later than 15 (fifteen) calendar days.

BENKER rules out its liability for any damages arising from any erroneous, incorrect, or false data or e-mail address, entered during the registration; at the same time, it may claim compensation from You for any of its damages arising in connection with this. You can check and change its data any time. BENKER is entitled to erase data, which is obviously incorrect or false, and in case of doubt, it is entitled to check Your authenticity.

BENKER reserves the right to refuse Your registration, in particular if there is any suspicion indicating untruthful or incomplete data or any abuse of the data entered during registration.

BENKER refuses any duplicate registrations due to security reasons. You understand that You may only register once for BENKER Wallet Service. Any duplicate registration is rejected upon providing the same personal data.

One natural person can only initiate one personal registration via BENKER Wallet Service.

If it comes to BENKER's attention that You have entered the personal data of another person or a non-existing person or entered false or untruthful data during the use of BENKER Wallet Service or

during the registration, in a manner that violates these GTC, the rights of a third party or otherwise the Applicable Law, BENKER is entitled to terminate its Agreement with You with immediate effect.

The personal data entered during registration is not public and is not accessible to third parties. The data is used solely as described in the "Data Privacy Policy" available on BENKER's Website.

Your personal secret key is stored on your pre-registered mobile device, while the PIN code is set by Yourself during Registration.

You are fully liable in connection with personal secret key and PIN code combination pertaining to its BENKER Wallet Service registration, and any activity conducted through them. You undertake to notify BENKER immediately in the event of any unauthorized use of Your data or other security breaches. BENKER shall not be liable for any damages arising from the storage of the PIN code or the transmission of personal secret key and PIN code to a third party.

5. E-mail Address and PIN code, Blocking by You

The personal secret key is the personal unique identifier required for Your exclusive and unequivocal identification, together with the PIN code or fingertip. IT is stored in your pre-registered mobile device.

The PIN code is the personal and secret, non-transferable identifier required for Your exclusive and unequivocal identification, together with your personal secret key. You have the right to change Your PIN code at any time on the appropriate page of BENKER Wallet Service. If You change the PIN code, following the change You will be identified using the new PIN code.

You must set a PIN code that consists of exactly 6 (six) digits. You must choose a safe PIN code. A PIN code is unsafe if it is the same as Your date of birth, home address, license plate number, or similar combination of digits, that can be guessed in connection with Your identity. You will be liable for all damages resulting from choosing an unsafe PIN code.

You must keep the PIN code secret and treat it safely and shall not disclose it to third parties. You are obliged to use Your best efforts to prevent disclosure of the PIN code to a third party. You will

be liable for keeping the PIN code safe, using it as intended and in a legal way. You must not record or store the PIN code and is obliged to keep or store the PIN code away from the mobile device where BENKER Wallet Service is currently operated. You must also ensure that the PIN code cannot be accessed by unauthorized people while using the Service, otherwise You will be liable for all the losses incurred, caused by breach of this section. If an unauthorized person uses BENKER Wallet Service by entering Your PIN code, until the contrary is proven, the Parties shall take the further steps according to the Applicable Law.

BENKER never asks for Your PIN code, or never requests to disclose it with a third party. In this case, please contact Our Support Team at help@benker.io and report that Your BENKER User Profile may be compromised.

BENKER - after successful login - shall execute any operations and requested Service as being instructions from You. You are fully liable for all orders, Service requisitions that were

initiated after successful login. BENKER will deem in all circumstances that any orders after a successful login, Service requisitions initiated originate from You. BENKER shall not examine the circumstances of the order or Service requisition, and the legitimacy of the login. You will be liable for dama resulting from unauthorized use.

If the PIN code is lost or forgotten, it can only be reset using the profile recovery process.

In Your own interest, You are obliged to regularly monitor the orders or instructions executed in BENKER Wallet Service, and if You notice any irregularity or unauthorized access, You must change the PIN code immediately, report the case to BENKER, and initiate the blocking of access.

You must notify BENKER immediately if the PIN code is accessed by another person or otherwise acquired by an unauthorized third party, or if the PIN code has been used to initiate an unapproved order or if You become aware of any circumstance that suggests that the PIN code is no longer secret. In all such cases, You must change the PIN code or contact BENKER in order to block access (help@benker.io).

BENKER shall make sure that access and thereby all Service can be blocaktedany time (help@benker.io). The date when the blocking is reported shall be the date when such report was

registered by BENKER. BENKER accepts no liability whatsoever for any losses resulting from the blocking that were incurred by You.

BENKER is entitled to refuse the report if the reporting person's identity is not clear and there is any

doubt as to whether the report originates from the authorization by You (e.g., if You enter Your identification data incorrectly). BENKER shall check the reporting person's identity and the right to file a report with the care expected under those circumstances.

BENKER is entitled to charge the blocking fee specified in the Pricing list.

6. Suspension of Your Right to Issue Instructions, Blocking by BENKER

BENKER is entitled to block Your PIN code, temporarily suspend Your rights to issue instructions regarding some or all the Services, the Service, or execution of some or all the Transaction Orders placed by You or to reject or refuse to execute the Transaction Order if:

- You fail to reply to an inquiry sent by BENKER in accordance with the Agreement – one that BENKER believes is essential for the Service, based on requirements of the Applicable Law or in BENKER's reasonable opinion – within the time limit and in the manner specified by BENKER, or do not comply with BENKER's instruction in connection with this;
- You do not comply with Your obligation stipulated by Applicable Law or BENKER in the Agreement, relating to the change of Your data or another obligation to notify;
- BENKER is unable to contact You using the data indicated by You, despite taking all the reasonably required actions to this end;
- if You have violated any of Your obligations under the Agreement;
- BENKER notices use or error that compromises the safe operation of the system;
- in the case of Your report;
- if any suspicion of money laundering, terrorist financing, fraud, other crimes or other abuses arises in connection with Your conduct or BENKER Wallet Services;

- if any suspicion of violation of copyright or other intellectual property right or other property right protection or any other infringement under any jurisdiction arises in connection with Your conduct,
- BENKER deems it necessary for other security reasons.

In addition to the above, BENKER may, any time for a lawful sufficient and proportionate reason, refuse to grant access to BENKER Wallet Service and/or executing any transactions in it.

7. Expiry and Termination of the Agreement

Unless the Parties agree otherwise, the Parties sign the Agreement for an indefinite term. The termination of the GTC may be based on BENKER's initiative, by Your initiative, or by mutua ermination of both Parties.

You may initiate the termination of Your BENKER Wallet Service profile only if Your BENKER Account is empty.

You have no right to delete Your BENKER Wallet Service profile from the system by Yourself. If there is such a wish, and Your BENKER Account is "empty", You can notify BENKER about Your request for deletion by e-mail help@benker.io, and BENKER shall arrange for deleting Your BENKER Wallet Service profile. Prior to the actual deletion of Your BENKER Wallet Service profile, BENKER sends a confirmation e-mail to You and performs the deletion only if You have sent a positive reply to the confirmation e-mail. You understand that once Your BENKER Wallet Service profile is deleted, all Your data recorded in the system is deleted irretrievably.

BENKER has the right to terminate its Agreement with You, established under these GTC, by an unilateral termination without reason, only by giving a written notice to You by e-mail or usi another durable medium no later than 60 (sixty) calendar days before the date of the termination of the GTC. This provision is applicable when there is no material GTC breach by You, and/or any legal grounds for immediate termination of business relations with You.

You have the right to terminate the Agreement with BENKER established under these GTC by a written unilateral termination without reason, by giving a written notice period of 30 (thirty) calendar days.

BENKER has the right to terminate its Agreement with You with immediate effect in writing if You materially violate the provisions of these GTC or when it is required by the Applicable Law.

If BENKER initiates the termination of Your BENKER Wallet Service, BENKER blocks Your BENKER Account and converts any currency available in Your BENKER Wallet Service into EUR at the current price on file at BENKER, then it transfers Your EUR balance into the bank account managed by the financial institution recorded by You in BENKER Wallet Service, after deducting the costs stated in the Pricing list, relating to the currency conversion and transfer, within 15 (fifteen) calendar days following the unilateral termination.

If You cause damage to BENKER by violating the Agreement under these GTC, You are obliged to compensate the damages in full. The obligation to compensate extends to damages occurred in the service, consequential damages, liability damages, BENKER's loss of profit incurred as a result of Your breach of the Agreement, and any other costs incurred by BENKER in order to eliminate the damages.

You have the right to withdraw from the Agreement, by informing BENKER on durable medium within a period of 14 (fourteen) days from the date of the conclusion of the Agreement

8. BENKER App and BENKER Account

Technical requirements

BENKER Wallet Service can be requested and used if all the following technical conditions are met:

- tablet/mobile phone (device) ;
- internet connection;

You are obliged to ensure, at Your own expense, the existence and appropriate settings for the technical assets required for requesting and using BENKER Wallet Service, including hardware maintenance, virus protection of the software applications operated on it, and back-up and security of data, stored on Your device. All costs of the internet connection shall be paid by You. You must also pay all the costs of creating the electronic connection required for using BENKER Wallet Service.

BENKER reserves the right to change the technical conditions if this is required because of the technical developments occurred in the meantime or for the security of the Service, in BENKER's opinion. You are obliged to ensure the technical assets according to the changed conditions at Your own expense. If You fail to comply with this obligation, BENKER shall not be liable for any damages incurred by You or any third party for this reason.

BENKER is entitled to check, prior to the use of BENKER Wallet Service, whether Your browser meets the above technical conditions.

BENKER shall not be liable for any damages resulting from Your inappropriate use of the devices required for utilizing BENKER Wallet Service, from Your accessing and using the Service but by

interposing or using interface (software), or from selecting with insufficient care the adequate safe environment in which You use the Service. BENKER shall not be liable for any damages resulting from virus infections on Your computer system.

BENKER is entitled to provide You the right to access BENKER Wallet Service on different channels (e.g., internet, mobile application, other electronic routes, other devices). In case of access via the different access channels, the category of the Services available may vary.

You are allowed access to the BENKER Wallet Service and the Services only by using Your pre-registered mobile device. In BENKER Wallet Service You must approve Your login by Two-Factor Authentication (PIN code or Fingertip).

BENKER may send notifications and messages to You through BENKER App.

9. Maintenance of BENKER Services

BENKER has the right to update or upgrade BENKER Wallet Service at any time with a frequency, in a manner, time and with the content determined at its discretion.

For the purposes of these GTC, the update means any modification, affecting a certain part element of BENKER Wallet Service with the purpose of keeping BENKER Wallet Service up to date, maintaining it, ensuring a better operation of an existing function, or update to such function by changing or repairing that system part or system element.

For the purposes of these GTC, the upgrade means any modification of BENKER Wallet Service as a whole, any part or element thereof with the purpose of providing a system function which does not yet exist.

10. BENKER App

BENKER provides a Mobile Application (App) in order to make You interaction more convenient for You.

The App is subject to these GTC and to the application store rules and policies such as App Store and Google Play Store.

You understand that initially the App is only available in Google Play Store for Android Users and later will expand its Services and it will be available in App Store for IOS Users.

BENKER always remains the owner of the App even after the conclusion of the Agreement with You.

BENKER has the right to update or upgrade the App at any time with a frequency, in a manner, time and with the content determined at its discretion.

You accept that You may need to download or update the actual version of the App in order to be able to use it.

You have the right to use the App after downloading it and concluding the Agreement with BENKER. BENKER provides a non-exclusive and non-transferable license to use the App in Your device subject to these GTC. BENKER reserves all other rights in relation to the App.

11. BENKER Account

Following the signing of the Agreement, BENKER creates a preferential number of wallets at Your request (with different wallet IDs). BENKER Wallet Service, created by BENKER, is a server-based online electronic wallet, which is not registered on the physical device used by You, but at BENKER. Transaction Orders are executed on the server.

BENKER keeps records of the balance of the euro (EUR) and other currencies, indicated by BENKER for You in Your BENKER Account.

After the conclusion of the Agreement, BENKER issues e-money at Your request. The e-money issued by BENKER is server-based online e-money not recorded on Your physical device but on BENKER's server, i.e. on BENKER Account. The Transaction Orders are executed on the server.

BENKER shall keep BENKER Account in EUR and other currencies specified by BENKER. The set of available currencies is specified in the Pricing list as in effect at any given time.

You may access Your BENKER Account through BENKER App.

You will be able to exercise the right of disposal over the e-money recorded on the BENKER Account after successful login only. From the e-money and up to the Sufficient Funds, You may make sending money orders and may also initiate the partial or full redemption of the e-money.

After the termination of the Agreement or up to 1 (one) year after the date of the termination of the Agreement, You can submit a request and redeem the total monetary value (if any) of the e-money held on Your BENKER Account.

In case of redemption of e-money (if any):

- where e-money is requested before the termination of the Agreement;
- where the e-money holder terminates the Agreement before the termination date provided for in the Agreement;
- where e-money is requested more than one year after the date of termination of the Agreement;

BENKER may apply the commission fee rates applicable to Transaction Order.

The Fee for redemption of e-money must be commensurate with the actual costs incurred by BENKER.

Upon the termination of the Agreement and the closing of the BENKER Account, the funds held on Your account are transferred to another account specified by You, held in Your name in a credit or electronic money institution.

The e-money on BENKER Account is created by BENKER when You successfully complete the top-up of BENKER Account. BENKER Account may be topped up without any limitation.

BENKER does not grant any interest, or any other benefit related to the length of time, during which You hold the e-money.

The guide for using BENKER services, i.e.. BENKER Account, BENKER App, and other Services will be available to You through BENKER's Website and also through BENKER App interface.

Using Your EUR balance, You can place a Transaction Order to send money ("Transfer") from Your currency balance, within the limits of the available funds.

The amount paid to Your BENKER Account will be shown on Your EUR balance in BENKER Account after the amount has been credited to BENKER's bank account. If BENKER requests additional documents from You in order to execute the credit, BENKER may refuse to credit the amount until the documents are received and verified. The EUR balance of BENKER Account can be replenished without restrictions.

You can continuously access the user guide for using BENKER Wallet Service, requesting and using other Services via BENKER's Website and on BENKER Wallet Service interface. You accept that this user guide is under development and currently available only partially or unavailable.

12. Services and Processes at BENKER

User Transactions

Services available through BENKER:

- sending and receiving e-money,
- sending and receiving SEPA transfer,
- requesting information: query of BENKER Account balance, query and download of BENKER Account history, search for a top-up location, information about statutory limits defined by law, etc.
- other services provided by BENKER in connection with the operation of the wallet.

By using the interface of BENKER Wallet Service You must always authorize transactions (as listed below) by 2FA.

BENKER reserves the right to modify the range of the Services available through BENKER App, offer different Transaction Orders and Services, or cancel the availability of the existing Transaction Orders and Services. BENKER shall be entitled in particular to change the range

of the Services or suspend them temporarily if it is necessary due to a certain risk or change in legislation.

The incoming EUR payments (see more information in below Section 6.2):

Usually requires no interaction from You. The balance of Your EUR account available via BENKER

Wallet Service increases automatically by amounts of transactions received into BENKER's Account, if the sender has initiated the transaction as required by BENKER. The following options are available:

- incoming money transfer (EUR) from outside of BENKER ecosystem;
- incoming money transfer (EUR) from BENKER ecosystem.

The outgoing EUR payments (see more information in below Section 6.3):

Must be initiated by You. Wiring EUR to another account. You will be able to initiate transfer only to Your contact previously recorded. The following options are available:

- outgoing money transfer (EUR) to BENKER ecosystem;
- outgoing money transfer (EUR) to outside of BENKER ecosystem.

BENKER has the right to:

- deduct the costs from the EUR credited to Your EUR account in case of a successful top-up; and/or
- claim payment of the appropriate amount from You if the payment BENKER, from which the funds were received, have sent charges back or charges any amount to BENKER's Account.

13. Incoming EUR Transfer

Incoming Money Transfer (EUR) from Outside of BENKER Ecosystem

You can add funds to Your BENKER Account using one of the following methods:

- by regular bank/payment transfer;
- by bank or other payment card payment; or

You understand that initially funds can be added to the balance only via bank transfer; other top-up methods are expected to be introduced later.

You declare to use BENKER Account exclusively with lawfully acquired, post-tax funds.

You understand that initially You may only receive funds via incoming EUR payment order from the countries where BENKER is currently operating. BENKER will expand its Services to other countries

later and will inform when these actions will be done. Funds received from other countries shall not be credited to Your BENKER Account.

If the amount is made available to BENKER by adding funds in such way as permits Your BENKER Account to be identified clearly, BENKER credits the added amount to Your EUR account. In this case, the transaction is successful.

If the amount is made available to BENKER by adding funds while Your BENKER Account does not exist or cannot be identified clearly, BENKER shall not credit the added amount to

Your EUR account. In this case, the transaction is unsuccessful. Until this amount (decreased by handling fee) has not been sent back to the sender or credited to BENKER Account BENKER pays contingent interest of 0% during the safe-keep.

BENKER has the right to charge the fee specified in the applicable Pricing list for the transaction beyond BENKER's responsibility regardless of whether or not it was successful.

If the transaction is unsuccessful, BENKER, after deducting the top up fee, will handle the E amount received as follows:

- if the data required for transferring back the EUR to the payer is available, it will be repaid to the sender's account. In this case, BENKER is entitled to charge the fee specified in the Pricing list.
- If the data required for transferring back the EUR to the sender's account is not available, it will safe-keep the amount until the sender can be identified clearly. Safe-keeping is not interest-bearing, and BENKER has the right to charge the fee specified in the Pricing list for such safe-keeping.

Incoming Money Transfer (EUR) from BENKER Ecosystem

You can receive funds from another BENKER Account of other BENKER customer.

After the amount of the transaction was executed by the sender and has been credited to Your BENKER Account, no interaction is required. The EUR balance of Your BENKER Account increases automatically by amounts of transactions if the sender has started the transaction as required by BENKER.

By executing the "EUR Transfer" transaction, BENKER settles and credits the EUR amount specified by the sender to the beneficiary's BENKER Account.

After the transaction has been successfully executed, the sender and You can view its main data via the interface of BENKER Wallet Service transactions screen.

The sender, as a payer, expressly consents that the data required by the Applicable Law, but at least his or her name and other data authorized by the sender to be transferred to the beneficiary, so that the payment operation and the payer can be identified by the beneficiary.

BENKER has the right to charge the fee specified on the applicable Pricing list for the "EUR Transfer" beyond BENKER responsibility regardless of whether or not it was successful.

14. Outgoing EUR Payments

Outgoing Money Transfer (EUR) to BENKER Ecosystem

Using the "EUR Transfer" transaction in respect of EUR, You as a payer possessing EUR commissions for BENKER to transfer and settle the EUR amount specified by You, from Your EUR balance, to and for the beneficiary.

The maximum amount of EUR payment Transaction Order may not exceed the EUR amount available in Your BENKER Account.

You as a payer submit the "EUR Transfer" Transaction Order to BENKER electronically via BENKER Wallet Service.

By executing the "EUR Transfer" Transaction Order, BENKER settles and credits the EUR amount specified by You to the beneficiary's BENKER Wallet Service.

When placing an "EUR Transfer" Transaction Order, You must enter the data required by BENKER, as follows:

- amount and currency of the currency You wish to transfer;
- beneficiary's name or Wallet ID;
- comment/message.

After the transaction has been successfully executed, You can view its main data on BENKER Wallet Service transactions screen.

You as a payer expressly consent that the data required by the Applicable Law, but at least Your name and other data authorized by You to be transferred to the beneficiary, so that the payment operation and the payer can be identified by the beneficiary.

If the EUR in the amount specified in the "EUR Payout" Transaction Order can be transferred to the beneficiary by transfer into the beneficiary's BENKER Account, the "EUR Payout" is successful.

BENKER has the right to charge the fee specified on the applicable Pricing list for the "EUR Transfer" beyond BENKER responsibility, regardless of whether or not it was successful.

Based on the "EUR Transfer" Transaction Order, BENKER deducts the EUR specified in the Transaction Order from Your BENKER Account EUR balance. BENKER pays the EUR deducted to the beneficiary by transfer to the beneficiary's data, indicated by You in the "EUR Transfer" Transaction Order. When executing "EUR Transfer" Transaction Orders, BENKER shall not examine who is the beneficiary of BENKER Account specified in the Transaction Order.

To execute any of the above transactions, You must confirm the transaction data by pressing the appropriate button, by which You confirm that You have checked the transaction data and it can be executed. By accepting these GTC, You accept liability for any transactions to be executed later. Please note that any incorrect data entered may result in impossibility to execute the Transaction Order or may result in transferring the funds to a third party. Furthermore, BENKER accepts n liability for any Your future losses incurred as a result of using this function. Entering the real and correct data at BENKER Account is Your responsibility.

You accept that Your BENKER Account is subject to withdrawal limits. BENKER may require You to provide the additional documents in Transaction Order to perform the necessary checks, before or after the "EUR Transfer" is executed, which shall comply with the the Applicable Law.

Outgoing Money Transfer (EUR) to outside of BENKER ecosystem

You owning BENKER Account at BENKER Wallet Services can transfer EUR to outside accounts from Your BENKER Account at any time, either partially or fully.

The maximum amount of EUR payment Transaction Order may not exceed the EUR amount available in Your BENKER Account.

You also explicitly agree and accept that BENKER Wallet Services are under development, therefore EUR payout Transaction Orders are currently only available to countries where BENKER

is currently operating. BENKER will notify You when registration and EUR Payout will be open to other countries. The outgoing EUR payment Transaction Orders currently shall not be executed to other countries.

You must enter the data required by BENKER in order to make BENKER able to execute the EUR payout Transaction Order. This data is:

- the beneficiary's bank/payment account number;
- amount of EUR to be transferred;
- comment/message.

If this data is missing, BENKER has the right to refuse to accept the "EUR Payout" Transaction Order.

BENKER executes Your "EUR Payout" Transaction Order if at the time of accepting the Transaction

Order there are Sufficient funds in Your BENKER Wallet Service for executing the Transaction Order and collecting the fees payable to BENKER as specified in the Pricing list.

We will start the "EUR Payout" transfer – in case of normal operation - no later than on the next banking day of the financial institution that manages BENKER's account. The date on which the amount is credited to Your bank/payment account or beneficiary's bank/payment account may differ from the date when the transfer was sent.

After the transaction has been successfully executed, You can view its main data on the transactions screen of BENKER Wallet Service.

Based on the "EUR Payout" Transaction Order, BENKER deducts the EUR specified in the Transaction Order from EUR balance of Your BENKER Account. BENKER pays the EUR deducted to You by transfer to the beneficiary's bank/payment account number indicated by You in the "EUR Payout" Transaction Order. When executing "EUR Payout" Transaction Orders, BENKER shall not examine who is the owner of the payment account, specified in the Transaction Order. Entering a real payment account is Your responsibility.

If the EUR in the amount specified in the "EUR Payout" Transaction Order can be transferred to the beneficiary by payment transfer, the "EUR Payout" is successful.

If You have not indicated any payment account in the "EUR Payout" Transaction Order, or the payment account indicated and its data cannot be identified clearly, is incomplete, or based on the

data entered the transfer cannot be executed for other reasons, or any of the payment BENKER is participating in the transfer sends back the transferred amount to BENKER, BENKER will automatically credit the amount of EUR sent back into Your BENKER Account. In this case, the "EUR Payout" is unsuccessful. The amount credited may differ from the original amount, considering the exchange rates and deducted costs, applied to the payment. BENKER accepts no liability for any losses incurred by You as a result of this.

In case the "EUR Payout" is unsuccessful You understand that You bear the costs of the potential conversion loss, e.g. if the beneficiary's account is not an EUR account and its bank transfers back the amount to BENKER.

BENKER has the right to charge the fee specified on the applicable Pricing list for the "EUR Payout", regardless of whether or not it was successful.

To execute any of the above transactions, You must confirm the transaction data by pressing the appropriate button, by which You confirm that You have checked the transaction data and it can be executed. By accepting these GTC, You accept liability for any transactions to be executed later.

Please note that any incorrect data entered may result in transaction delays and/or its impossibility. BENKER accepts no liability for any future losses of You incurred as a result of using this function.

You accept that Your BENKER Account is subject to withdrawal limits. If an “EUR payout” exceeds the current limit BENKER may require You to provide the additional documents in order to perform the necessary checks, before or after the “EUR Pay out” is executed, which shall comply with the Applicable Law.

As a result of the “EUR Payout” which is successfully executed by BENKER, BENKER is not responsible for any occurring taxes which may be applicable to You or to the beneficiary who received the EUR amount. You or beneficiary is responsible for any taxes which may be applicable to payments they receive and their responsibility to collect, report, or pay the possible taxes to the appropriate tax authority.

BENKER does not have any obligation to provide any advice or assistance regarding the applicable taxes to You successfully having placed the “EUR Payout” and/or the beneficiary who received the EUR amount.

15. General Rules for Transaction Orders

BENKER only accepts Transaction Orders to be executed on the transaction date and does not accept any Transaction Orders for value dates.

Transaction Orders are instructions made possible by BENKER that are placed by You with regard to BENKER Account:

- sending and receiving e-money;
- sending and receiving SEPA transfer;
- requesting information: query of BENKER Account balance, query and download of BENKER Account history, search for a top-up location, information about statutory limits defined by law, etc.;
- other services provided by BENKER in connection with the operation of the wallet.

BENKER reserves the right to change the scope of the Services available through BENKER Wallet Service to offer different Transaction Orders and Services or to cancel the availability of certain existing Orders and Services. BENKER shall have the right, in particular to change the scope of the Services or temporarily suspend them if required because of the risk associated with them or because of regulatory changes. BENKER will inform You immediately if such changes are made.

You may give the Transaction Orders to BENKER electronically through BENKER App.

Transaction Orders can be executed – with the exceptions specified by law – if You have previously approved them. Approval shall mean:

- entering on BENKER Wallet Service interface successfully;
- executing any of the above transactions, You must confirm the transaction data by pressing the appropriate button, by which You confirm that You have checked the transaction data and it can be executed. By accepting these GTC, You accept liability for any transactions to be executed later. Please note that any incorrect data entered may result in transaction delays and/or its impossibility. BENKER accepts no liability for any future losses of You incurred as a result of using this function.

The Transaction Orders must be given to BENKER in the way, with the content and in the form specified in the Agreement. BENKER shall only accept those Transaction Orders that meet the requirements specified in the Agreement or the standard electronic form used by BENKER for

this purpose. BENKER shall be entitled to reject without performance those Transaction Orders that do not meet these criteria.

You will specify the data necessary for executing the Transaction Order accurately and unambiguously. Without this, BENKER shall be entitled to refuse to execute the Transaction Order. BENKER shall not be obliged to check the accuracy, correctness, possible superfluous multiplication, misleading or otherwise deficient character of the data specified by You. BENKER shall not be liable for any damage caused by the performance or non-performance of Transaction Orders containing incorrect data.

BENKER shall only perform the Transaction Orders given by You if, at the time of accepting the Transaction Order, there are the Sufficient Funds available on Your BENKER Account for executing the Transaction Order and for covering the Fees payable to You and specified in the Pricing list. If You do not have the Sufficient Funds available on BENKER Account to execute the Transaction Orders, the Transaction Order without the Sufficient Funds shall not be recorded by BENKER. Instead, BENKER shall consider the Transaction Order as not received for performance and, unless otherwise provided by the Applicable Law, it shall notify You of the rejection and, unless it is prohibited by the Applicable Law and if possible, it shall also notify You of the reason of the rejection and of the procedure to correct the factual errors that have led to the rejection. Notification will be provided through BENKER App once the rejection occurs. BENKER shall not be liable for any damage resulting from the non-performance of the rejected Transaction Order. In case of only partially available Sufficient Funds, no partial performance shall be executed by BENKER.

BENKER shall always examine whether You are entitled to give the Transaction Order. BENKER shall not be responsible for any legal consequences of performing the false or forged Transaction Orders if the false or forged character of the orders could not be recognized despite the fact that BENKER showed the due care expected from it. The related costs and losses shall be borne exclusively by You. BENKER undertakes to take all reasonable steps to trace the Transaction Order and seek to recover the funds used in the Transaction Order.

In case BENKER reasonably suspects or finds out about committed fraud or security threats (concerning any services), when it is allowed by the Applicable Law, BENKER immediately informs You about it via Your email, BENKER App or in another durable storage medium.

BENKER will immediately but no later than by the end of the following Working Day return the amount of the unauthorized payment transactions to You and, if necessary, restore the balance from the account from which this amount was written off, which would have been if the payment transactions had not been executed, in case BENKER finds out or is informed about the unauthorized payment transaction, unless BENKER has valid reasons to suspect fraud. In case BENKER has valid reasons to suspect fraud, BENKER undertakes to inform the supervisory authority in writing immediately.

You undertake to check information about payment transactions performed on Your BENKER Account at least once a month and notify BENKER about unauthorized or improperly executed payment transactions, also about any other errors, inconsistencies, or discrepancies in the balance statement provided on BENKER Account. The notification shall be submitted no later than within 60 (sixty) calendar days after the day when BENKER, according to You, has performed the unauthorized payment transaction or has performed the payment transaction improperly. You shall notify BENKER about an unauthorized or improperly executed payment transaction in a currency of a European Union Member State to the European Union Member State in writing no later than 13 (thirteen) months after the day of debiting money from Your account. If You do not submit specified notifications within the indicated time period, it is considered that You have unconditionally agreed to the payment transactions, that had been executed on Your BENKER Account. You also undertake to submit to BENKER any

information about illegal logins to Your account, BENKER Account, or other illegal actions related to Your BENKER Account, and undertake all reasonable measures indicated by BENKER in order help investigating the illegal actions.

A Transaction Order is considered authorized only when You provide the consent. You do not have the right to challenge the Transaction Order executed by BENKER if the Transaction Order has been approved by the consent provided in the manner set out in the Agreement.

The consent of You has to be given before the execution of the Transaction Order.

The following shall qualify as authorization with consent:

- top-up in the case of issuing of e-money;
- clicking to the approving button in case of initiating any transaction through BENKER App.

By initiating the Transaction Order, You expressly consent that BENKER transmits the Transaction Order data required for executing the Transaction Order to the partners that cooperate in carrying out the Transaction Order, in particular to the credit institution that manages BENKER's Account.

You understand that BENKER's computer system records the Transaction Orders and their execution. The sequence according to which the Transaction Orders are received by BENKER is determined by the records of BENKER. You acknowledge the truthfulness of the data recorded by BENKER and that such data be used as evidence in the event of disputes or in case of proof.

BENKER shall notify You of the acceptance of the Transaction Order and of its performance or rejection through a confirmation sent via BENKER App. If there is no confirmation, it may indicate the failure of the acceptance/performance or rejection of the Transaction Order, therefore, BENKER may deem such Transaction Order as unissued. For this reason, in this case, as part of its obligation to mitigate losses, You are obliged to indicate to BENKER that no confirmation was received, or to check the confirmation in BENKER App.

BENKER shall be entitled to ask You questions before the performance of the Transaction Orders regarding the nature and background of the Transaction Order. It shall also be entitled to execute the due diligence of You. If Your reply is incomplete, You fail to give a reply, You refuse to participate in the due diligence, or the Transaction Order may not be completed by BENKER on the basis of the answers, BENKER may refuse to execute the Transaction Order.

BENKER may determine Transaction Order thresholds in the Pricing list for individual Transaction Orders. Beyond the Transaction Order thresholds specified in the Pricing list, BENKER shall also be entitled to monitor transactions on the basis of internal thresholds in order to prevent or stop misuses of e-money or money laundering or terrorist financing. However, BENKER shall not publicly release these internal thresholds for security reasons.

Transaction Orders cannot be cancelled or modified and as mentioned above the consent cannot be withdrawn once it has been received by BENKER.

Before the performance of any other Transaction Orders, BENKER shall be entitled to correct incorrect debit and credit transactions, executed by BENKER on BENKER Account without notifying You in advance. BENKER shall notify You of the correction through BENKER App and in the next BENKER Account statement.

BENKER also has the right to monitor internal limit amounts relating to the Transaction Orders, in order to prevent abuses, money laundering and terrorist financing; however, for security reasons, BENKER does not publicly disclose such limit amounts.

Transaction Orders cannot be revoked and cannot be changed.

BENKER has the right to correct, without prior notification to You, any erroneous charges or credits, executed by BENKER in the account, prior to executing any other Transaction Orders. BENKER shall inform You about such rectification.

Upon accepting the GTC, You accept the general elements of the provider's Agreements. In addition, You expressly accept that for the initiated transactions within BENKER Wallet Service's interface the provider's system will not create individual Agreements, invoices, and other documents. You also accept the transaction list generated by provider's system, as certificate of completion. In case You lay claim to individual Agreements, invoices, and other documents, related to a certain transaction, then those can be requested (in this case provider applies handling fee), on a case basis, from the provider at help@benker.io.

16. Fees and Commissions

All the fees and other costs payable by You in connection with BENKER Wallet Service are announced in the Pricing list; there are no other costs.

Fees do not include any fee that Your bank or the recipient's bank may charge. Those fees may be deducted from the delivered amount to the recipient (in the case of recipient's bank requests extra fees and/or charges).

BENKER has the right to charge the fees, commissions, and other costs, indicated in the applicable Pricing list, for BENKER Wallet Service. These fees, commissions, and other costs are due immediately, unless a different due date has been specified in the Pricing list. BENKER shall charge the fees, commissions, and other costs to BENKER Wallet Service simultaneously with executing the Transaction Order or Service for You.

If the beneficiary pays the fee specified in the Pricing list in the case of a BENKER Wallet Service transaction, BENKER has the right to charge this fee and deduct it from the credited amount, after making the amount available to the beneficiary.

BENKER has the right to set off any of its claims against You, arising from this Agreement. BENKER has the right to exercise the set-off right by deducting from Your BENKER Wallet Service the amount of the claim outstanding against You.

If You do not fulfil Your obligations vis-à-vis BENKER on the due date, BENKER shall be entitled to commission and use the services of third parties in the claim and execution process. All the costs incurred in relation to the invoking of a third party shall be borne by You.

You accept that other taxes and/or costs may exist which are not paid via BENKER or imposed by BENKER. BENKER shall not be responsible for these occurring taxes or costs, while You have the responsibility to fully understand laws applicable regarding taxes and other costs, which are not imposed by BENKER.

17. Rights and Obligations

You have the obligation to use BENKER Wallet Service as intended and use Your best efforts to comply with the security and other applicable requirements. You bear full liability for any damages caused by You to anyone.

You are obliged to regularly check Your e-mail indicated during the registration, because BENKER may send notifications and information to that e-mail address. All notifications will be sent in the English language. You may request to provide information to You in the Lithuanian language as well, by submitting Us a prior written request.

Based on the laws in force, BENKER pays no interest on the EUR amount stored in BENKE Account.

BENKER reserves the right to bring action against You if any abuse of the PIN code or BENKER Wallet Service has been committed by You or by another person with Your knowledge.

BENKER shall not be liable if it can prove that the damage generated in connection with a unapproved payment transaction was caused by Your fraudulent action, or if that the damage was caused by Your wilful or grossly negligent breach of Your obligations relating to notification. BENKER shall also be exempt from its liability if it can prove that the damage occurred as a result of the wilful or grossly negligent breach of the Agreement, Your obligations laid down in the GTC, in particular but not limited to Your obligations to keep and handle the PIN code.

In the course of its activities BENKER shall proceed in accordance with Your interests – as far as is possible under the given circumstances – with the level of utmost care as is to be expected from BENKER.

BENKER shall not be liable for the consequences of executing fake or forged Transaction Orders, the fake or forged nature of which could not have been detected by careful examination in the course of the usual procedures.

BENKER shall not be liable for any damages that occur as a result of causes impossible to prevent by BENKER or those occurring outside BENKER's sphere of interest, in particular the failures of the telecommunications lines, internet connection, or data transmission systems.

BENKER shall not be liable for any damages that occur as a result of causes BENKER cannot prevent or influence, in particular damages arising from force majeure, orders of domestic or foreign authorities, or disturbances in BENKER's operations; therefore, BENKER shall not be liable for damages arising from such causes if BENKER temporarily terminates or restricts the Service for such causes.

If the Transaction Order is executed using an unique ID (such as a payment/bank account number), the Transaction Order shall be deemed executed in respect of the beneficiary designated by the unique ID. BENKER shall not be liable for the non-execution or incorrect execution of the a Transaction Order if an incorrect unique ID has been used.

If the currency-transaction has been initiated by You as a payer, BENKER shall be liable for the incorrect execution of the currency-transaction. If its liability arises, BENKER has an obligation to immediately refund to the payer the amount of any non-executed or incorrectly executed currency-transaction, and to restore the original condition as it would have been had the incorrectly executed currency-transaction not taken place.

If You are the beneficiary of the currency transaction, BENKER has the obligation to immediately make available the amount of the currency transaction to You as the beneficiary and to credit it to Your BENKER Wallet Service.

At the request of You as payer, BENKER, regardless of its liability for non-execution or defective execution of the currency-transaction, has the obligation to display such conduct as generally may be expected in the given circumstances in order to trace the currency-transaction not executed or executed defectively, and to inform You about the results of such tracing.

BENKER is released from liability if it proves that its compliance with its obligations relating to the performance of the Service, approval of the currency-transaction, and rectification of the

currency-transaction was prevented by an insurmountable cause outside the scope of its activity (force majeure) or by provisions stipulated by national and/or European Economic Area legal regulations.

BENKER provides the effective version(s) of the GTC, the Pricing list, and any amendments thereto to You prior to a reasonable time period before the conclusion thereof in a durable media, which is included in the Communication Channels for You to have enough time to get acquainted therewith. You agree hereby that a reasonable time period for getting acquainted with the GTC before the initial conclusion of the GTC between BENKER and You is 7 (seven) calendar days before the complete conclusion of the GTC. Simultaneously and following the signing of the GTC, BENKER publishes the GTC on BENKER's Website or sends them to You by e-mail upon Your request. You agree and confirm that BENKER's provided information on BENKER's Website is an acceptable way to get acquainted therewith, and the durable media where the GTC are provided to You, i.e. by sending GTC to You by e-mail, before starting the business relations with BENKER, is completely acceptable method of providing the GTC and all the related information to You.

You can find information about the exact amount of EUR and other currencies available in BENKER Wallet Service at any time via BENKER Wallet Service.

You understand that BENKER Account statement is under development in the system, and this function is not available at the time of signing the Agreement.

You understand that the annual account summary prepared for the customer is prepared using the FIFO (First In, First Out) method.

BENKER and You have the obligation to act in their contractual relationships in a mutually cooperative way, taking each other's interests into account. The Parties have the obligation to cooperate in the signing of the Agreement and during the term of the Agreement and must pay attention to each other's legitimate interests. The Parties have the obligation to inform each other about all the essential circumstances prior to the signing of the Agreement as well as during the term of the Agreement.

You expressly accept that during the term of the Agreement the Parties may notify each other validly and in a legally effective manner about the Agreement electronically, via the e-mail address notified by You to BENKER, or via BENKER Wallet Service, may make legal statements relating to the Agreement or the Service, including amendments thereto or their termination.

The Parties agree that notifications sent to the other Party are deemed delivered on the following dates:

- in case of personal delivery: on the Working Day when the mail is sent, unless it is delivered to and received by the other Party earlier;
- in case of e-mail: it must be deemed delivered on the Working Day after being sent, even if the delivery has been unsuccessful because the recipient has not collected it (e.g. e-mail address no longer exists and the recipient has not notified BENKER about it);
- in case of messages sent via BENKER Wallet Service: on the day on which the message is sent or placed in Your BENKER Wallet Service.

Unless otherwise agreed by the Parties, BENKER will send notifications and statements to the e-mail address indicated by You. BENKER shall not be liable for any damages resulting from not receiving the notifications.

BENKER shall not be liable for any delay in or failure of the delivery due to an inaccuracy of the name or e-mail address, other data supplied to it, or to any other reasons outside BENKER control.

BENKER may also notify You by publication on BENKER's Website if the contents of such notices concern a wide range of Users.

BENKER notifies its Users about amendments to the GTC, the Pricing List, and notices by electronic publication on BENKER's Website and by sending the information on the GTC amendment by Communication Channels.

BENKER shall only be liable for the direct damages, caused by the direct and essential breach of the Agreement, made by BENKER, and only for the damages which could have been foreseen by

BENKER at the time of breaching of the Agreement, the amount of compensation shall not exceed 1 (one) month of the Pricing fee paid to BENKER under this Agreement.

Under no circumstances BENKER shall be liable for non-receipt of profit and income by You, loss/devaluation of Your reputation, loss or failure of Your business, and/or any other indirect damages;

Under no circumstances BENKER shall be liable for consequences arising after the lawful GTC termination, cancelling BENKER User Profile, or limiting access thereto by BENKER, also after reasonable limitation or termination of provision of a part of the Services;

Intellectual property rights

You agree and accept that BENKER's services and materials are only for Your personal use.

You may not and may not attempt to alter any of BENKER's intellectual properties (non-exhaustive list: trademark, website, media materials, newsletters, blog posts, etc.) and/or share as Your own product.

18. Miscellaneous

If any provision of this Agreement is or becomes invalid, such provision shall have no impact on the other provisions of the Agreement.

These GTC are governed by the Lithuanian law and the settlement of any disputes arising therefrom shall fall within the jurisdiction of the Lithuanian authorities and courts.

These GTC were prepared in the Lithuanian, English and Hungarian languages, and the preva version is the English version. The interpretation thereof shall be governed by the rules of t Lithuanian law.

In case there are conflicting information within this document, the more favourable to BENKER will supersede the less favourable one

19. Complaint Management, Dispute Settlement

You accept Annex No. 3: Customer Complaint Handling Policy, as part of the effective GTC and BENKER Terms, as stated in Annex No. 3, while handling complaints.

20. Personal Data Protection

The new EU General Data Protection Regulation, Regulation (EU) 2016/679 (General Data

Protection Regulation) of the European Parliament and Council lays down rules relating to the protection of natural persons with regard to the processing of personal data by other natural person, enterprise or organization.

BENKER data management process operates in accordance with personal data management requirements of the national data protection regulations as well as the General Data Protection Regulation (GDPR) adopted by the European Union. Every information about Our data management is available on BENKER's Website.

The detailed conditions of confidentiality and data protection are specified in the Data Privacy Policy, which can be found on BENKER's Website.

21. Annexes

- Annex No. 1: List of Data to be Provided During the Registration
- Annex No. 2: Pricing list
- Annex No. 3: Customer Complaint Handling Policy
- Annex No. 4: Compensation plan/Referrer System
- Annex No. 5: Data Privacy Policy

Annex No. 1: List of Data to be Provided During the Registration

Mandatory information to be provided during the registration:

Private Person:

- Your country
- E-mail address
- First Name
- Last Name
- Name at birth
- Date of birth
- Country of birth
- Place of birth
- Nationality/ Nationalities
- Mother's maiden name
- Address
 - Country
 - City
 - Zip code
 - Street and House number
- Mobile phone number

Optional information to be provided during the registration:

- Address
 - County
 - Floor, Door, etc.
 - Other note

Annex No. 2: Pricing list

This document provides information about all fees related to the usage of BENKER's services.

User may have to face other costs, taxes, or charges in relation to its BENKER account, which are outside of BENKER's control and not charged by BENKER (i.e.: internet fee for internet usage, other bank charges when sending money to BENKER account etc.).

Below fees for private users are valid for a limited time and until revoked.

Service	
BENKER account	Fees
account opening	0 €
hold money on account	0 %
account monthly fee	0 €
inactive account monthly fee	0 €
additional account opening*	0 €
piggy BENKER*	0 €
Ultimate Control Account (UCA)*	0 €
Subscription Control Account (SCA)*	0 €

Payments	
transfer within own BENKER accounts*	0 €
send money to other BENKER account	0 €
send EUR within EU + a few other countries (EU + a few other countries)	3 €
send money (domestic – local service)*	0 €
send money (international - SWIFT)*	0 €
receive EUR within EU + a few other countries (EU + a few other countries)	0 €
receive money from other BENKER account	0 €
receive money (domestic – local service)	0 €
receive money (international - SWIFT)*	0 €
currency exchange*	from 0 %
QR payment*	0 €
invoice splitting*	0 €
philanthropy and donation services*	0 €

Card*	
cash withdrawal (domestic)	0 €
cash withdrawal (international)	0 €
issuing a debit card	0 €
debit card delivery	0 €
virtual card creation	0 €
card limit modification	0 €
card blocking	0 €
card activation	0 €
monthly fee	0 €
card freeze	0 €
defrost card	0 €
card replacement	0 €
PIN modification	0 €
resend PIN	0 €
debit card payment (domestic)	0 €
debit card payment (international)	0 €
false chargeback	0 €

Other*	
individual procedural fe2e	from 15 €
unexpected due diligence fe3e	0 €

*: Currently not available.

1: Iceland, Liechtenstein, Norway, Switzerland, Monaco Andorra, San Marino and the Vatican City State.

2: Individual user-initiated request. Fee depends on the nature of the request and the resources (physical and human) it requires to be delivered.

3: Unexpected due diligence related to incoming or outgoing payment.

Below fees for corporate users are only for information purposes. Corporate client to be served soo

Service	Fees
BENKER account	
account opening	0 €
hold money on account	0 %
account monthly fee	0 €
inactive account monthly fee	0 €
additional account opening*	0 €
piggy BENKER*	0 €
Ultimate Control Account (UCA)*	0 €
Subscription Control Account (SCA)*	0 €

Payments	
transfer within own BENKER accounts*	0 €
send money to other BENKER account	0 €
send EUR within EU + a few other count1ri(eSsEPA)	0 €
send money (domestic – local service)*	0 €
send money (international - SWIFT)*	0 €
receive EUR within EU + a few other count1r(ieSsEPA)	0 €
receive money from other BENKER account	0 €
receive money (domestic – local service)	0 €
receive money (international - SWIFT)*	from 0 %
currency exchange*	0 €
QR payment*	0 €
invoice splitting*	0 €
philanthropy and donation services*	

Card*	
cash withdrawal (domestic)	0 €
cash withdrawal (international)	0 €
issuing a business card	0 €
business card delivery	0 €
virtual card creation	0 €
card limit modification	0 €
card blocking	0 €
card activation	0 €
monthly fee	0 €
card freeze	0 €

defrost card	0 €
card replacement	0 €
PIN modification	0 €
resend PIN	0 €
business card payment (domestic)	0 €
business card payment (international)	0 €
false chargeback	0 €

Other*	
individual procedural fe2e	from 15 €
unexpected due diligence fe3e	0 €

*: Currently not available.

1: Iceland, Liechtenstein, Norway, Switzerland, Monaco Andorra, San Marino and the Vatican City State.

2: Individual user-initiated request. Fee depends on the nature of the request and the resources (physical and human) it requires to be delivered.

3: Unexpected due diligence related to incoming or outgoing payment.

Annex No. 3C:ustomer Complaint Handling Policy

General Provisions

This BENKER Customer Complaints Handling Policy (hereinafter – Complaints Policy) relates to services related to issuance of electronic money and any other services provided to You by BENKER UAB (trading as BENKER). Please note that certain terms used in this document have defined meanings. These terms are capitalised and the definitions can be found in General Terms and Conditions, which can be found here as well as on BENKER's Website.

BENKER strives to provide the best possible customer experience at all times and aims to provide You with a service that is efficient and reliable. We will always seek to resolve any issues that You experience with Our Service as soon as possible. If You are dissatisfied with any element of the Service provided to You by BENKER, We would encourage You to contact Us as soon as possible so that We can address any problems and try to make sure they do not happen again. BENKER investigates Your complaint free of charge.

How to Contact Us

In the first instance We recommend that You contact Our Support Team for support via App or sending email to help@benker.io. The Support Team can assist with a variety of issues quickly and efficiently or, on the rare occasions they are not able to assist directly, will be able to escalate the issue to the appropriate department.

Making a Formal Complaint

If an issue is not resolved to Your satisfaction by Our Support Team You can submit a formal complaint. You may submit a formal complaint to help@benker.io either in the Lithuanian or English language.

Please note that You should submit a formal complaint to BENKER no later within 3 (three) months of learning about a violation of Your rights.

When submitting a complaint, You must provide Your full name, surname, address, Your BENKER User Profile number, the phone number associated with Your BENKER User Profile, and the email address associated with Your BENKER User Profile.

The complaint must include full details of the circumstances giving rise to the complaint, including a full description of the issue, the date and time that the issue occurred, and how You would like Us to resolve the issue. Please ensure that You verify any relevant documents (and provide copies of any documents that We do not already have in Our possession, including proof of complaint object) to allow Us to properly consider Your complaint.

After You have submitted Your complaint (in accordance with the requirements described above), We will acknowledge receipt in writing and confirm that We are investigating Your complaint.

After receiving full details of Your complaint, We will promptly consider the matter and aim to provide You with Our final response within 15 (fifteen) Working Days. If the information You have provided with Your

complaint is not sufficient to allow Us to properly address the issue, We will contact You and identify what further information or documentation We consider will be required to allow Us to adequately address Your complaint. Any delay arising as a result of the provision of insufficient information with Your complaint will not be taken into account when assessing whether the final response has been provided within 15 (fifteen) Working Days.

If We are unable to provide the final response to Your complaint within 15 (fifteen) Working Days, We will contact You to explain the reason for the delay, and specify the date when You will receive the final response from Us. In any event, We will provide Our final response within 35 (thirty five) Working Days from the date the complaint was received.

Our final response will be clearly identified as such and will either:

accept Your complaint and, where appropriate, offer redress or other remedial action;

offer redress or other remedial action as a gesture of goodwill without accepting Your complaint; or

reject Your complaint and explain the reasons that the complaint has been rejected.

We will send Our response to You via the same Communication Channel, that You used to submit Your complaint, unless You have requested that We use a different method.

Complaints Register

All the Complaints will be duly registered and stored in the manner BENKER system. BENKER collect all documents and data related to the specific complaint and will store information on the measures taken to resolve the complaint. The following data confirming the complaint will be collected and recorded:

the name of the applicant;

the address of the applicant indicated in the complaint;

the date and method of receipt of the complaint;

the essence of the complaint (short content);

Our services or products or types thereof;

the date of the reply to the applicant;

the final outcome of the complaint (decision).

Further Complaints / Dispute Resolution

If You are not satisfied with Our final response, or if You do not receive a response from Us within the time period set out at Sections 3.6 to 3.7 hereinabove, within a period of 1 (one) year, You may be able to:

submit a complaint to the Bank of Lithuania, address Totorių g. 4, LT-01121 Vilnius, Lithuania, e-mail prieziura@lb.lt; for more information please visit here;

electronically refer the matter to the Bank of Lithuania, address Totorių g. 4, LT-01121 Vilnius, Lithuania e-mail prieziura@lb.lt. The Bank of Lithuania deals with disputes between consumers and financial market participants out of court. More information can be found on the Bank of Lithuania website. You may be able to refer Your appeal to the Bank of Lithuania in three ways:

via the electronic dispute settlement facility E-Government Gateway;

by completing a Consumer Application Form, listed here, and sending it to the Law and Licensing Department of the Bank of Lithuania, Totorių g. 4 , LT-01121 Vilnius, Lithuania, email: prieziura@lb.lt;

by filing out a free-form application and sending it to the Law and Licensing Department, Totorių g. 4, LT-01121 Vilnius, Lithuania; prieziura@lb.lt.

Please note that certain time limits shall apply to appeals referred to the Bank of Lithuania. If You do intend to refer a complaint, You must do so within 1 (one) year from receiving Our final response. If You fail to refer a complaint within this time-frame, You will no longer be able to apply to the Bank of Lithuania regarding the dispute, having the same subject matter and on the same legal basis of the relevant complaint, regardless the fact that You made all the actions listed in hereinabove repeatedly

You have the right to apply to the Bank of Lithuania or directly to the court. Please be aware that a court judgement is binding on all parties whereas the decision of the Bank of Lithuania is a recommendation that is not binding on the consumer or the financial market participant and cannot be appealed. The Bank of Lithuania does not charge for dealing with disputes.

Annex No. 4: Rewards and Referrals

No active referral or rewards in place.

All referral fees, bonuses, rewards, etc. are considered gross from tax purposes. BENKER is not liable for any tax or information about tax obligation associated with the activities You may carry out and under this section.

Rewards, bonuses, fees, and winnings, etc. will be automatically awarded in accordance with the GTC and referral reward system, not subject to separate approval of You, unless Your explicit refusal provided by Communication Channels.