

## Special Terms And Conditions For Consumer-To-Business Account

### I. GENERAL INFORMATION

1. These Special Terms and Conditions (the "T&Cs") for Consumer-to-Business Account ("C2B Account") constitute the business conditions for Wallter, UAB ("WLT") which is licensed under the laws of the Republic of Lithuania and holding an unlimited electronic money institution license.
2. These T&Cs for C2B Account govern matters that are not regulated under the General Terms and Conditions for Business Clients of WLT and/or to the extent it is not governed under the General Terms and Conditions for Business Clients of WLT.

### II. ACCEPTANCE OF TERMS

3. The Client is hereby notified of the exemption provided by Article 3(7) of the Law on Payments of the Republic of Lithuania allowing WLT and the Client as a payment service user, which is not a consumer, to deviate from the provisions of Section III (including Article 13, listing requirements for the framework agreement between the payment service provider and payment service user), Articles 4(1), 4(2), 4(3), 11(1), 11(2), 11(5), 29(3), 36 (to the extent the term for notifying about unauthorized or improperly executed payment transactions is concerned), 37, 39, 41, 44, 51 and 52 of the Law on Payments of the Republic of Lithuania. The Client is hereby notified and, by agreeing to these T&Cs, confirms their understanding these T&Cs might in certain cases deviate from the above mentioned provisions of the Law on Payments, including that the contents of these T&Cs may be narrower than required under Article 13 of the Law on Payments of the Republic of Lithuania, and agrees to be bound by these T&Cs as it is worded, including any such deviations.
4. In addition to these T&Cs, the legal relationship pertaining to the provision of C2B Account service by WLT to the Client are also governed by applicable laws, General Terms and Conditions for Business Clients of WLT, and Fees.
5. In case of discrepancies between any provisions of these T&Cs and those under agreements concluded after the effective date hereof between WLT and the Client, the provisions of newly signed agreement shall apply.
6. For the avoidance of doubt, these T&Cs are an inseparable part of the General Terms and Conditions for Business Clients of WLT and shall always be construed and interpreted together with the General Terms and Conditions for Business Clients.
7. These T&Cs shall become effective and legally binding after the Client expresses their consent to use C2B Account service and successfully completes an additional C2B Accounts opening procedure.

### III. DEFINITIONS

8. For the purposes of these T&Cs, the following terms shall have the meanings given to them below:

**Client** – means a legal person having contractual relationship with WLT, the subject matter of which is provision of Payment Services.

**C2B Account** – means a Consumer-to-Business Account opened within WLT in the name of the Client, accessible through the Platform and used to collect, deposit, keep and transfer funds of Client's clients.

**Parties** – means WLT and the Client who concluded these T&Cs.

**Rolling Reserve Account** – means non-interest bearing account into which the Rolling Reserve shall be deposited for a predetermined amount of time, as further described herein.

**Rolling Reserve** – means an amount withheld and retained from the Client by WLT in the Rolling Reserve Account, as a security against any sums due (including any Fees) to WLT by the Client. Rolling Reserve is intended for avoiding any losses that may arise in the course of executing these T&Cs due to potential chargebacks by cardholders, recalls, penalties enforced by international payment card organizations, acquiring banks or WLT for any violations, whether of these T&Cs, other applicable agreements, applicable laws and regulations, international payment organization rules, or otherwise. Rolling Reserve amount shall be a set of not less than 10,000 EUR (or an equivalent in foreign currency).

Other definitions with first capitalized letters used in these T&Cs shall be understood as per the General Terms and Conditions for Business Clients of WLT.

## VI. CONCLUSION OF THESE T&CS

9. These T&Cs shall be deemed concluded when the Client agrees on them and WLT confirms to the Client via the Platform that Client's C2B Account has been opened. Each Client's C2B Account shall have a number assigned, which is unique within WLT. It shall be deemed that the Client and WLT has agreed on these T&Cs once all the following actions are performed:
  - 9.1. The Client already has an E-Money Account opened with WLT;
  - 9.2. Client (or a representative) opens the Website, fills in the registration form for C2B Account, and completes additional onboarding procedure by providing requested information and documentation (such as anti-money laundering and counter-terrorist policies and procedures, identification and screening process descriptions, anticipated volume of C2B transactions, average amount of such transactions, etc.);
  - 9.3. WLT via the Website provides the Client with these T&Cs;
  - 9.4. Client confirms these T&Cs and all documents incorporated thereof;
  - 9.5. Client confirms that all data, information and documents provided during the additional onboarding process are accurate;
  - 9.6. WLT re-verifies Client's identity following WLT's anti-money laundering and counter-terrorist financing policies and procedures;
10. Once the Client confirms these T&Cs, the Client can reach these T&Cs at any time via the Website.
11. WLT at its absolute discretion may refuse to open the Client a C2B Account without specifying any reason, excluding the cases when applicable legal acts establish otherwise.

## V. C2B ACCOUNT

12. C2B Account allows the Client to collect, deposit, keep and transfer funds of its clients.
13. C2B Account is accessible within the Platform by logging in with Client's login details.
14. Electronic Money held within C2B Account shall belong to the Client that is registered as the owner of the C2B Account. Several persons, who are authorized representatives of the Client, can have access to the C2B Account and be owners of the C2B Account. No other persons shall have any rights to C2B Account or Electronic Money held within the C2B Account.
15. WLT may set limits on C2B Accounts, of which the Client is informed in advance and undertakes to comply with them.

## VI. ROLLING RESERVE

16. To avoid any losses that may arise in the course of the performance of these T&Cs, WLT maintains a Rolling Reserve in accordance with the provisions specified in these T&Cs.

17. The Client is obliged to create the Rolling Reserve after the conclusion of these T&Cs under Clause 9 herein. The Client shall transfer the Rolling Reserve into its E-Money Account.
18. For the purpose of establishing a Rolling Reserve, WLT shall deduct the fixed amount of EUR 10,000 (or an equivalent in foreign currency) from Client's E-Money Account and will transfer and hold it in the Rolling Reserve Account for as long as the Client executes C2B transactions and the C2B Account is not closed and at least 6 (six) months after the closure of the C2B Account. Once 6 (six) months pass, the respective amount is used to fulfill Client's financial obligations (set-off is performed), and the balance of funds (if any) is transferred from the Rolling Reserve Account to Client's E-Money Account or to an account specified by the Client. In case of termination of these T&Cs, the Rolling Reserve will be held for 6 (six) months. Notwithstanding, WLT reserves the right to extend such period upon occurrence of any event which constitutes and actual or potential risk to WLT, as shall be identified by WLT, at its sole discretion.
19. If there are insufficient funds in the Client's E-Money account, or the balance thereof is negative (representing a debt), WLT may make payments arising from chargebacks initiated by cardholder, recalls, or due to other events from the Rolling Reserve Account. In such case, the Client shall immediately, within no more than 3 (three) days, replenish the Rolling Reserve in order to maintain the minimum Rolling Reserve amount. If the Client fails to replenish the account in accordance with the provisions set out herein and within the specified term, the Client shall have a duty to pay WLT the interest on arrears in a rate of 0.05% per day from the amount not paid on time.
20. The Client acknowledges and agrees that in relation to the Rolling Reserve Account or the Rolling Reserve:
  - 20.1. WLT, at its sole discretion, may change the Rolling Reserve and/or terms of the Rolling Reserve Account based on Client's traffic immediately upon written notification to the Client;
  - 20.2. No interest rate of any sort applies on the funds credited in the Rolling Reserve Account;
  - 20.3. The Client has no right to direct Rolling Reserve Account, cannot and will not assign or grant any security interest in those funds or that account or allow any encumbrance upon the funds contained in that account; and
  - 20.4. WLT may, without notice to the Client, apply deposits in the Rolling Reserve Account against any outstanding amounts owed to WLT under these T&Cs, or any other future agreement between the Client and WLT.
21. Electronic Money held in the C2B Account does not constitute a deposit and WLT will not pay interest for holding it and does not provide any other benefits associated with the time period for which the Electronic Money is stored.

## VII. TERMINATION OF A CONTRACTUAL RELATIONSHIP

22. These T&Cs may be amended, terminated under the same procedure as specified in the General Terms and Conditions for Business Clients of WLT.
23. Following termination of the General Terms and Conditions for Business Clients of WLT and/or these T&Cs, existing Rolling Reserve shall be blocked for 6 (six) months from the date of termination of the General Terms and Conditions for Business Clients of WLT and/or these T&Cs. WLT shall reactivate the Rolling Reserve and it shall be available to the Client upon the end of 6 (six) months and shall be returned to the Client by transferring it to an account specified by the Client not sooner than 6 (six) months following the termination of the General Terms and Conditions for Business Clients of WLT and/or these T&Cs provided that the Client has fulfilled all its obligations under the General Terms and Conditions for Business Clients of WLT and/or these T&Cs. The account to which the Rolling Reserve is being transferred must belong to the Client (i.e. the funds cannot be transferred to a third party).
24. All WLT's rights with respect to the Rolling Reserve Account and the Rolling Reserve shall survive the termination of the General Terms and Conditions for Business Clients of WLT and/or these T&Cs.

## VIII. FINAL PROVISIONS

25. The Parties shall communicate, send and receive notifications in a manner prescribed in Section XV of the General Terms and Conditions for Business Clients.
26. All disputes between the Parties are resolved as prescribed in Section XXI of the General Terms and Conditions for Business Clients.
27. Other matters, rights and obligations of the Parties that might be relevant for proper execution of these T&Cs and which are not regulated therein are governed by applicable laws, General Terms and Conditions for Business Clients of WLT and/or other agreements of the Parties.