

TERMS AND CONDITIONS

LTD "Invexpay"

General section

- 1.1. These Terms and Conditions of LTD "Invexpay", govern the relationship between LTD "Invexpay", a Virtual Asset Service Provider (VASP) registered in the Dominican Republic under company number 497658457, whose registered office is located at C. Centro Olimpico 15, Santo Domingo. The Company and the Client are hereinafter jointly referred to as the Parties.
- 1.2. By entering into a business relationship with the Company, the Client confirms that he/she has read the Terms and Conditions, the provisions of the relevant agreements concluded with the Company, the Company's Tariffs and the general exchange rates set by the Company, agrees with them and recognises them as binding on him/her in respect of all Transactions.
- 1.3. The Terms and Conditions are an integral part of all Transactions and agreements between the Parties. The Terms and Conditions shall have the same legal effect as other terms and conditions of the agreements concluded between the Parties. In case of any discrepancy between the provisions of the Terms and Conditions and the provisions of any agreement between the Parties, the provisions of the agreement between the Parties shall apply.
- 1.4. Current versions of the Company's Terms and Conditions, Tariffs, general exchange rates and interest rates set by the Company are available to the Client on the Company's website <https://invexpay.com>.
- 1.5. The Parties shall be entitled to conclude Transactions electronically in cases and in accordance with the procedures established by the Company.
- 1.6. The headings and table of contents set forth herein are for convenience of reference only and shall not affect the interpretation or construction of these Terms and Conditions.
- 1.7 Definitions
- The terms listed below shall have the same meaning throughout this document

Beneficiary or beneficial owner	Interested party a person who receives all interest and other benefits arising from the Transactions
Charging	Service Fee, rendered to the Client by the Company
client	Customers of the Company to whom the Company provides its services in accordance with these Terms and Conditions Terms and conditions
Closely related customers	shall mean any person to whom one or more of the following conditions apply: a. one of the persons directly or indirectly controls the other person by virtue of a decisive influence, interest agreement, concern agreement or similar relationship; b. the persons are closely related to the person to whom the applicable (a) of this paragraph; c. the persons have a common Beneficiary

Company	LTD "Invexpay"
List of currencies	List of currencies used by the Company
Current account	Current account opened by the Client with the Company in accordance with these Terms and Conditions
European Commission	European Commission of the European Union
Internet Bank	Internet Bank - a system enabling the Client to receive services provided by the Company via the Internet (via the Website or mobile application), e.g. to transfer funds, pay bills, etc. The client can access the Internet Bank from a computer, tablet, smartphone simply through a browser. Internet Bank is considered a secure channel of communication between the company and the client
FATF	Financial Action Task Force on Money Laundering
Jurisdictions under supervision FATF	Jurisdictions under FATF supervision
FIAT	Currency that is considered legal means of payment
Cryptocurrency	Cryptocurrency, which is created and managed using advanced encryption techniques known as cryptography, and which does not is considered a legitimate trend
Means	Both FIAT (currency) and. cryptocurrency
Fees	The Company's remuneration for service provision
Financial liabilities	pledge of the Customer's funds listed in clause 11.1 these Terms and Conditions
Notices	Notifications sent to by the Company's Client in accordance with clause 8.1 of these Terms and Conditions
OFAC	The Office for the Control of foreign assets

Savings account	A savings account opened with the Company in accordance with the following c these Terms and Conditions
Technical overdraft	Overdraft for fulfilment payment obligations of the Client to the Company
Terms and conditions	These Terms and Conditions
Transaction	All transactions between the Client and the Company that are subject to the validity of these Terms and Conditions
User	Authorised Client's authorised representative, who is authorised access to services on behalf of the Customer

2. Changing conditions

2.1. The Company has the right to unilaterally amend the Terms. The Securities Broker will notify the Client of such amendments to the Terms on the Securities Broker's website <https://invexpay.com> (by publishing the text of the Terms). The Company shall be entitled to inform the Client of such changes to the Terms on an individual basis by means of a respective notification via Internet Bank.

2.2. Changes to the Terms and Conditions shall come into force and become binding on the Client on the 31st day from the date of notification on the Company's website <https://invexpay.com> unless such changes to the Terms and Conditions or regulatory acts of the current legislation provide for a different effective date. The Company shall not be liable for losses or other expenses of the Client if the Client has not familiarised himself with the changes in the Terms.

2.3. Changes to the Terms do not apply to Transactions that have been executed and completed prior to the effective date of the changes to the Terms.

2.4. If the Client does not submit his objections to the Company before the effective date of the amendments to the Terms and Conditions, the Client shall be deemed to have agreed to the change in the legal relationship between the Parties as set out in the amendments to the Terms and Conditions. If the Client does not agree with the amendments, the Client shall have the right to terminate the business relationship with the Company affected by the proposed amendments immediately, prior to the effective date of the amendments, without penalty. In the event of termination of the relationship, the Client shall provide the Company with all necessary documents and take all necessary actions to fulfil the obligations arising from the legal relationship between the Parties.

3. Representative offices

3.1. The client states that:

- The Client has full legal capacity and capacity to perform and fulfil Transactions;
- The Customer has all rights, permissions, licences and authorities to execute and perform the Transaction;
- The Transaction and all its consequences shall be binding on the Customer and shall not entail violation of the legislation of Lithuania or the legislation of the place where the Transaction is performed;
- The Client shall be considered the Beneficiary of transactions with the Securities Broker, unless the Client has provided the Securities Broker with details of another beneficiary of the Client.

- e. All information provided by the Client to the Company, including information about its Beneficiary, activities, financial condition and location, shall be

accurate and not misleading. All documents and Notices provided by the Client to the Company are true and valid. The Client is informed about criminal liability for providing false information to the Company;

- f. The Client has not offered, promised or given anything or any preferential treatment to any employee of the Company, directly or indirectly, to act or refrain from acting in breach of their duties;
- g. The Client is not engaged in money laundering, i.e. concealing or disguising the criminal origin of funds or other property obtained as a result of a criminal offence, or terrorism financing, and the Client's funds deposited with the Company have not been obtained illegally;

3.2. The Client's representative concluding the Transaction on behalf of the Client certifies that he/she is duly authorised and has the right to conclude the Transaction, sign the Transaction documents and perform other actions necessary for the execution of the Transaction or related to it. If such certification is false, the Client's representative concluding the Transaction on behalf of the Client assumes all the Client's obligations to the Company.

3.3. The Company shall have the right at any time to verify the submission and certification and other information provided by the Client. During such verification, the Company shall be entitled to refrain from carrying out any transaction with the Client.

4. Identification and authentication of the Client and its representatives

4.1. The Company identifies the Client and his/her representatives, beneficiaries in accordance with the applicable legislation in relation to the prevention of money laundering and terrorist financing and the Company's requirements. When registering the Client, the Client must provide his/her valid phone number and valid e-mail address to receive a confirmation code by SMS and a confirmation link by e-mail to continue account verification. The Client is obliged to provide the Company with the requested information and documents confirming the authenticity of the provided information.

When verifying customers who are individuals, the Company requests:

- i. Identity documents such as passports or identity cards (EU or European Economic Area);
- ii. A photograph of an image of the Client's face.

The Company may request recent proof of actual address (e.g. utility bill, bank statement, bank certificate, etc.). The document confirming the actual address must be dated within the last 3 (three) months from the date of uploading the document. If the client wishes to increase the limits, he/she will be asked to indicate the reasons for increasing the limits in the Internet Bank and provide proof of the source of funds and a document confirming the actual address, if these documents have not been provided earlier.

Depending on the customer's country of incorporation, additional verification questions may be requested by the company's anti-money laundering department.

For clients who are legal entities, the Company requests verification from the Client:

- i. Constituent documents of the legal entity (e.g. certificate of incorporation, articles of association and any other document that may be requested at the discretion of the legal entity)
Company);
- ii. Documents confirming the status of a legal entity (actual extract from the business register, certificate of good standing, certificate of no criminal record);
- iii. Identity document of the authorised representative of the legal entity;
- iv. Selfie of an authorised representative (where an authorised representative of the client is holding an identity document);
- v. Authorised representative recent proof of actual address (e.g. utility bill, bank statement, bank certificate, etc.) and;
- vi. Documents confirming the authorisation of the representative.

When verifying a legal entity, it is also necessary to verify all beneficial owners and authorised officers. To verify the beneficial owners and directors (or other authorised officers), it is necessary to

The company is asking for
downloads;

- i. Each person's identity documents; and
- ii. Documents confirming the actual address (e.g. utility bill, bank statement, bank certificate, etc.). The actual document confirming the address must be dated within the last 3 (three) months from the date of uploading the document.

Depending on the complexity of the legal entity, additional due diligence questions may be requested by the Company's AML department, which documents are requested at the sole and absolute discretion of the Company.

4.2. The Client has the right to remotely conclude Transactions or submit Notifications using means of authentication issued by the Company (hereinafter referred to as "means of authentication") in accordance with the procedure established by the Company.

4.3. In these Terms and Conditions, depending on the context, means of authentication means any or all of the following: Internet Bank user ID and password, means of authorisation, authorisation codes, unique identifier of the mobile device, Current Account password, payment card password and other data used for authentication of the Client in accordance with these Terms and Conditions.

4.4. The Company provides means of authentication to the Client or the Client's representative authorised to act on behalf of the Client in accordance with the Client's power of attorney submitted to the Company, who is the User. If one and the same physical person is both a User and a Client or the User is an authorised representative of the Client - a legal entity, the Company shall authenticate such User as a proper Client.

4.5. The Client and the User acknowledge that any Transaction or Notice confirmed using the User's means of authentication is true and binding on the Client, the User and the Company and has equal legal effect to a Transaction or Notice signed by the User's own hand.

4.6. If the means of authentication issued to the Client or the User become known to a third party, the Client shall be liable for all consequences until the Company is notified thereof in accordance with the form and procedures established by the Company.

5. Confidentiality

5.1. The Company recognises that all information relating to the Client, the Transaction and the Client's relationship with third parties, and provided by the Client to the Company, is confidential and shall not be disclosed to third parties without the Client's consent, except for information that:

- a. is in the public domain, or
- b. Disclosed to the assignee of an assignable claim, or disclosed to third parties in connection with the conclusion of partnership or other financing agreements, or
- c. Required by the financial institutions involved in the execution of the Transaction declared by the Customer, upon their request, or
- d. May indicate a criminal offence or a breach by the Client of the terms of the Transactions, or is necessary for the detection and investigation of such, or
- e. disclosed to third parties supervising and auditing the Company's activities, or
- f. is granted to the competent authorities of Lithuania, the European Union or other states to fulfil their functions in accordance with legal acts, or
- g. Provided to the tax authorities of Lithuania, the European Union or other states in accordance with the provisions of co-operation agreements concluded between the Company and the tax authorities of the said states;
- h. Provided to the Company's outsourcing service providers, personal data controllers and attorneys, or
- i. Provided to the Company's co-operation partners who provide services to the Company or with whom the Company otherwise co-operates in order to

fulfilment of the Client's Orders, transactions or functions of the Company, or to comply with the requirements set forth in the applicable legislation, or

- j. is provided to foreign supervisory agencies in accordance with the provisions of applicable legal instruments, or
- k. is provided to foreign tax administration authorities in accordance with the provisions of applicable legal acts, or
- l. Submitted to a court, arbitral tribunal or for out-of-court dispute resolution in accordance with the provisions of applicable legal acts, or
- m. has been provided at the discretion of the Company in respect of the Client or related persons at the request of a correspondent bank located outside the European Union and involved in the execution of the Client's payment order, or
- n. Whether information about the Client (name, surname, identification number and other identification data of the Client) is provided to the recipient of the payment applied for by the Client in accordance with the requirements of payment processing schemes. The Client agrees that in the cases specified in subparagraphs c-m of this clause 5.1, the Securities Broker is also authorised to transfer information outside the country, observing the procedure established by the applicable laws and regulations.

5.2. Confidential information is a secret of the Company and shall not be disclosed. Confidential information may be disclosed only in accordance with applicable law and these Terms and Conditions.

5.3. The Client agrees that the Company has the right to record and store all inter-network conversations without prior notice and unilaterally choose technical means for their recording. The Client agrees that the Company has the right to use the recordings of inter-network communication as evidence to defend its interests in dispute resolution and in court.

The Company is not obliged to keep records of interconnection for the benefit of the Customer.

6. Proxy

6.1. The Client may authorise a third party, including another Client of the Company, subject to the prior written consent of the Company, to execute a Transaction on behalf of the Client. Such authorisation shall be in writing, and the Client shall execute such authorisation in accordance with the Company's requirements. The Company shall have the right to refuse the Client to perform a Transaction if such authorisation is executed in violation of the Company's requirements, or if the Company has reason to believe that such authorisation is invalid. The Company verifies the execution of the authorisation, however, the Company is not responsible for other conditions of validity.

6.2. A power of attorney submitted to the Securities Broker shall be deemed valid between the Client and the Securities Broker until the Client submits to the Securities Broker a written revocation of such power of attorney. The rights of representation or power of attorney of the Client's representatives shall be cancelled upon the Company's acceptance of such revocation submitted by the Client or the expiry of such power of attorney. The Securities Broker shall not be liable for losses or other additional expenses of the Client if the power of attorney is revoked and the Securities Broker has not been notified thereof in writing. If the Client's representative acts on the basis of a replacement of the Client's representative (assignment), the powers of such Client's representative shall be deemed extended if the powers of the principal attorney are extended or if a power of attorney of similar content has been issued to the principal attorney and the assignment does not have a fixed term of validity.

6.3. The Client is obliged to ensure, in accordance with the Company's requirements, that the Company has at all times documents confirming the authorisation of the Client's representatives to act on behalf of the Client and identifying the Client's representatives. If the Client fails to provide the Securities Broker with such documents, the Securities Broker is entitled to immediately refuse to fulfil the Transaction in whole or in part.

6.4. If another Client of the Company is authorised to execute Transactions on behalf of the Client, representatives of such attorney shall be entitled to act on behalf of the principal in accordance with the signature specimen card submitted to the Company by the attorney.

6.5. In the event that the Client's payment obligations to the Company arising from Transactions between the Client and the Company become due, the Company may take any of the following actions at the Company's discretion without incurring any liability to the Client:

- a. To debit the amount of funds necessary to fulfil the Client's obligations to the Company from any of the Client's accounts with the Company;
- b. Carry out currency exchange operations in respect of funds held on any of the Client's accounts with the Company.

7. Individual's data

7.1. If the Client, the Client's representative or the Beneficiary are natural persons, the Client, the Client's representative and the Beneficiary, by establishing business relations with the Company, agree that the Company may process all personal data of the Client, the Client's representative and the Beneficiary in accordance with the provisions of the applicable legislation, including personal data. The basis and purpose of personal data processing is their use for the purpose of providing services to the Company, ensuring the Company's activities and fulfilment of its functions. The Company shall have the right to request, receive and process personal data of the Client and the Client's representative from other sources, including private personal data processing systems and systems of state and municipal institutions.

7.2. In cases of disclosure of the Client's information specified in these Terms, the data of individuals available to the Company may be disclosed to third parties who provide services to the Company or represent the interests of the Company, who are entrusted by the Company to fulfil the obligations specified in these Terms, or with whom the Company otherwise cooperates in the provision of its activities and performance of its functions. The Client, the Client's representative and the Beneficiary agree that the persons to whom the data of natural persons is provided in cases of disclosure of the Client's information in accordance with these Terms and Conditions have the right to process all personal data of the Client, the Client's representative and the Beneficiary, including confidential data and identification numbers of persons.

7.3. An individual, upon written application to the Company, has the right to familiarise himself/herself with the processed personal data of such individual available to the Company and may make changes or corrections thereto in accordance with the regulations in force in the field of protection of personal data of individuals.

7.4. If the Client and the Client's representative are individuals, the Company may use the available personal data of such Client and the Client's representative to provide the Client with information about the Company's products and services orally, by mail or electronically.

8. Notifications and information exchange

8.1. Any information, orders, applications, statements, instructions, notices, complaints and enquiries arising from the business relationship between the Parties may be submitted in person,

sent in writing via a postal operator, subject to prior consent of the Company, also in electronic form - by e-mail, via Internet Bank.

A Notice sent by the Client to the Company by e-mail in accordance with a prior agreement with the Company will only be effective if it contains the Client's authorisation code calculated in accordance with the Company's requirements or the Notice is signed with a secure electronic signature. Notices to the Company may also be given orally in cases expressly stated in these Terms and Conditions or in cases defined as mandatory by applicable law. All Notices to the Company must be completed without corrections, deletions, erasures or omissions, must be clearly legible and must comply with the requirements set out herein. All Notices shall contain the Client's personal signature, be signed by a secure electronic signature or confirmed by means of Client authentication provided by the Company.

8.2. Notices to the Company sent through a postal operator shall be sent to the Company's registered office and shall be deemed received by the Company upon their registration in the Company's document register. Notices to the Client sent by e-mail shall be deemed received by the Company after the Company confirms their receipt. Notices to the Client shall be sent via postal operator to the Client's legal address (for legal entities) or residence address (for individuals) or other contact address provided by the Client. The Company shall not be liable for any losses or expenses incurred by the Client or a third party if the Client has not notified the Company of a change of address for sending Notices, or has indicated an inaccurate or incorrect address for sending Notices, and therefore has not received Notices from the Company, or has received them untimely. The Securities Broker is also entitled to send Notifications to the Client in other procedures established by the Securities Broker, including via Internet Bank or other electronic means, as well as orally.

8.3. If the Notice is sent to the Customer via a postal operator, it shall be deemed received on the third business day after delivery to the postal operator, regardless of actual receipt. If the Notice is sent to the Client via electronic means of communication, it is deemed received at the moment of sending, regardless of actual receipt. The Company shall not be liable for any losses or other additional expenses the Client may incur due to transmission failure, delay or misuse of the information. The Client authorises all its representatives and other persons at the address to which Notices are sent to receive such Notices. If any such authorised representative receives a Notice, the Customer shall be deemed to have received such Notice. The Company shall have the right to record oral Notices. The Customer acknowledges that such recordings by the Company shall constitute written Notices received.

8.4. The Company's seal and the signature of the Company's employee on the Notification submitted by the Client means acceptance of such Notification for processing, but does not entail the Company's responsibility for the execution of the Notification. Only the fact that the Transaction has been credited to the Client's account or the confirmation of its execution has been processed by the Securities Broker indicates that the Transaction has been executed.

8.5. Notices in English or Russian only shall be legally effective. The Client shall agree on the language of receipt of the Account statement or the Client's Notice, which shall be the language in which such communication will be received. If receipt of an Account statement has not been agreed, the Securities Broker shall be entitled to send Notices to the Client in the language of the Client's Notice submitted to the Securities Broker. It is the Client's responsibility to make the Notice clear and definite. The Securities Broker shall be entitled to

at its discretion to refuse to execute an unclear Notice in whole or in part. If figures in the Notice are indicated simultaneously in words and figures, the figures indicated in words shall be valid in case of discrepancies.

8.6. If the Securities Broker believes that there are potential deficiencies in the Client's Notice, including with respect to its authenticity or validity, or has doubts as to the content of the document, the Securities Broker may require the Client to repeat the Notice in the form specified or require the Notice to be translated into English and legalised. The Securities Broker has the right to refuse to execute the Notice until the repeated Notice is received.

8.7. The Client's Order submitted to the Securities Broker is valid for 6 working days of the Securities Broker from the date of submission of such Order to the Securities Broker.

8.8. The Company shall process Notices on Lithuanian business days (i.e. all days except Saturdays, Sundays and public holidays) during the Company's normal business hours (hereinafter referred to as the Company's day). If the Company has accepted the Notice at any other time, the day of acceptance of the Notice for execution shall be deemed to be the next Company day.

8.9. The Company has the right to send any Notices to the Client on its own initiative about the services provided by the Company by means of text messages (SMS) or e-mail to the Client's confirmed mobile phone numbers and e-mail addresses, also signing the Notices with a secure electronic signature.

9. Client's obligation to co-operate and compliance requirements

9.1. The Client is obliged to immediately notify the Securities Broker of any changes in the personal and registration data of the Client and his representatives, data of identity documents, address, other contact information, legal capacity and legal capability, important changes in his financial condition, as well as changes or termination of powers of attorney submitted to the Securities Broker and the Beneficiaries of the transaction. Such notification obligation applies even if changes in the information about the Client provided to the Company are included in public registers.

9.2. The Company shall provide the Client with all information on transactions credited to the Account by accessing the electronic account statement in the Internet Bank. The Client is entitled to receive other types of account statements or reports upon special request by paying the Fee specified in the Tariffs. In case of discrepancies between the Customer's and the Company's information on the Customer's account status, account balance, transactions and other information related to payment operations on the Customer's account, the Company's information shall prevail. The Customer shall be solely responsible for controlling the Transactions credited to the Account and verifying that they correspond to the actual Transactions. The Customer agrees that for the purposes of these Terms and Conditions the account statement/report shall be considered as the main evidence of the Transactions performed by the Customer, which is a sufficient basis for establishing the relevant fact. The Client agrees that, unless otherwise specified in these Terms and Conditions, if the Client does not promptly, within ten (10) calendar days from the date of receipt of the statement/report, notify the Company of any deficiencies, it shall be deemed that the Client has confirmed the correctness and completeness of the statement/report. By promptly responding to the Company's request, the Client shall provide the Company with all documentary evidence and information on transactions credited to the account, transactions actually made and any transactions not authorised by the Client.

9.3. If the Company has credited funds or financial instruments to the Client's account by mistake, the Company has the right to write off such funds or financial instruments from the Client's account.

financial instruments on an irrevocable basis. Financial instruments include both fiat and cryptocurrencies.

9.4. The Parties agree that the Clients shall not assign their claims against the Company to third parties without the written consent of the Company.

9.5. The Client is obliged to inform the Company of any facts and events known to the Client that may indicate and/or result in an unfair advantage for the Client and/or cause losses for the Company.

9.6. The Client shall promptly provide the Company with all requested information, explanations and/or documents on:

- i. business activities of the Client or its business partners;
- ii. transactions that are carried out using a current account with the Company;
- iii. the purposes of the Company's activities requested from the Company or the origin of the funds that have been generated by the Company's activities;
- iv. compliance of the Company's activities in relation to the business activities of the Client or the Client's business partners;
- v. the client's representatives and beneficiaries;
- vi. any other information necessary for the Company to properly fulfil the requirements to prevent money laundering, terrorist financing and proliferation, as well as sanctions violations.

The Client is obliged to provide the Company with the requested information and documents.

The Client will be informed about the determination of the tax residence of the Client and his Beneficiary, as well as about the classification of the Client (active or passive non-financial organisation, financial institution, international organisation or central bank) carried out by the Securities Broker. The Client shall also be informed about the reporting of the Client's and Beneficiary's accounts to the relevant tax authorities, unless prohibited by law, carried out by the Securities Broker in cases stipulated by external regulations. The Client is obliged to provide up-to-date and complete information on the tax residence of the Client and his Beneficiary and the Client's classification at the Client's own initiative and at the Company's request.

9.7. The Client shall be liable for losses that may be incurred by the Company if the Client, on its own initiative or at the request of the Company, fails to provide relevant and complete information in a timely manner, as a result of which the tax residency of the Client and the Beneficiary and the classification of the Client are not properly determined and the Company provides the relevant authorities with incorrect or unnecessary information about the Client or its Beneficiary.

10. Payments. Payments in favour of the Company

10.1. The Client shall pay to the Company the relevant Fees in the manner and in the amount specified in the Terms and the relevant Tariffs of the Company indicated on the Company's website <https://fintrade-dev.ibisweb3.dev/>. Depending on the type of business activity and turnover of the Client, other Fees than those specified on the Company's website <https://fintrade-dev.ibisweb3.dev/> may apply.

The Tariffs in force at the moment of service provision establish the amount and procedure of payment for the Tariffs. The Company has the right to unilaterally change the Tariffs. Such changes come into force on the 31st day after their adoption, unless otherwise specified in the changes or the applicable legislation. The Company informs the Customer about changes in the Tariffs by publishing them on the Company's website <https://fintrade-dev.ibisweb3.dev/>. The Securities Broker shall additionally inform the Client individually about changes in the Tariffs only in cases stipulated by the applicable legislation.

legislation. The Securities Broker is also entitled to inform the Client about changes in the Tariffs on an individual basis by means of a respective notification via Internet Bank. If the Client does not submit his/her objections to the Securities Broker before the day when the amendments to the Tariffs come into force, it is deemed that the Client agrees with these amendments.

If the Client does not agree with the changes, he/she has the right to refuse the provision of the relevant service by the Company and to terminate the business relationship with the Company affected by the proposed changes immediately, no later than the day on which the changes come into force, without penalty. In case of termination of the relationship, the Client shall be obliged to provide the Company with all necessary documents and take all necessary actions to fulfil the obligations arising from the legal relationship between the Parties.

10.2. General exchange rates and reference interest rates (rates used by the Company to calculate the interest applicable to the Transaction, which the Client can check using a publicly available source) set by the Company shall not be included in the Commission Fees and shall be indicated at the time the respective service is rendered. Unless otherwise specified in the agreements between the Parties, the Client agrees that the general exchange rates and reference interest rates set by the Company may be changed at any time without prior notice, including during the Company's day, taking into account fluctuations in exchange rates and reference interest rates on the financial markets. These changes shall take effect from the moment the Client is notified of them, i.e. from the moment the changes are published on the Company's website <https://fintrade-dev.ibisweb3.dev/>. The Client agrees that the general exchange rate published by the Company may differ from the exchange rate applicable to a specific transaction, and the Company shall be entitled to inform the Client thereof only after the transaction has been executed by means of an account statement/report. The Client is obliged to familiarise himself/herself with the Fees, exchange rates and reference interest rates before applying for any service with the Company. The Company has the right to unilaterally set and cancel discounts for the Client. The Company has the right at its discretion to set Tariffs for services not included in the Tariffs. Such Tariffs shall be valid from the moment the Client receives the relevant Notice.

10.3. Charges must be paid prior to the commencement of the service, unless the Company has established a different procedure for payment of Charges. If the Client has not paid the Company the Charges for the Company's service, the Company shall have the right to terminate the provision of such service to the Client or refuse to provide the service without any notice. If the Company terminates or refuses to provide a service to the Client for the reasons set forth in the preceding sentence, the Company shall not be liable for the Client's losses or other additional costs to the Client. The Company may continue to provide the service at its discretion if the Client has not paid the Fee for the service to the Company, and the Company shall acquire corresponding rights of claim against the Client in an amount equal to the Fee.

10.4. If taxes, duties or similar charges are levied on the Fee, the Company shall be entitled to withhold such charges from the Client and the amount of the Fee shall be increased accordingly.

10.5. The Company shall be entitled to debit any account (the Client's Current Account shall be debited first) of the Client for the amount of any claim due for Transactions applied for by the Client (including amounts of payments applied for by the Client, Charges, Foreign Exchange Transactions, taxes, duties, etc.) which the Client has undertaken to fulfil and/or to which the Company is entitled under the Terms and Conditions without the Client's acceptance. If the Client's account does not have a sufficient balance in the currency of payment at the time when such payment is due, the Securities Broker is entitled to write off the amount of the claim in another currency at the general exchange rate specified by the Securities Broker applicable at the time of writing off the amount of the claim.

10.6. If the Client fails to fulfil its obligations to the Company in full or in part, or if insolvency proceedings, legal defence proceedings or liquidation proceedings have been initiated against the Client, the Company shall be entitled to use the Client's funds available to the Company to reduce the amount of the Client's obligations or to fulfil them in full.

10.7. Before starting a Transaction, the Client can see the updated exchange rate in his/her profile, and by accepting the Transaction, the Client simultaneously agrees to this exchange rate.

11. Ensuring the Company's requirements to the Client

11.1. All of the Client's funds (money, etc.) and/or the Client's claim rights for the return of such funds to the Securities Broker, which are or will be on the Client's accounts with the Securities Broker, serve as financial collateral for the fulfilment of the Client's and his closely related Clients' obligations (clause 11.3 of the Terms and Conditions below) to the Securities Broker and are pledged to the Securities Broker as Financial Collateral. The Financial Collateral secures all obligations of the Client and its closely related Clients (clause 11.3 of the Terms and Conditions below) to the Securities Broker, including future obligations. The Securities Broker shall only be liable for losses caused to the Financial Collateral as a result of the Securities Broker's wrongful intent. The Company is authorised to use the Financial Collateral and future parts thereof as security. Remuneration for such utilisation shall be paid by the Company if so provided by the Indemnity.

11.2. The Securities Broker is entitled to satisfy all claims of the Securities Broker against the Client by enforcing the Financial Collateral even before the due date and without prior notice to the Client in the following cases:

- The Client, a closely related Client or another Client in respect of whose obligations the guarantee is provided, fails to fulfil its obligations to the Company in full or in part, or
- The Client or a person acting as a guarantor for the Client's obligations has filed an application to initiate legal defence proceedings against the Client, or
- insolvency proceedings have been initiated against the Client or a person acting as a guarantor for fulfilment of the Client's obligations in accordance with the procedure provided for in the laws and regulations, or
- the process of reorganisation or liquidation of the Client or a person acting as a guarantor for the performance of the Client's obligations has been initiated,
- restrictions are imposed on the rights and activities of the Client providing financial, management and/or insurance services, or on the rights and activities of a person acting as a guarantor for the Client's obligations and providing financial, management and/or insurance services, including full or partial suspension of financial services, appointment of an authorised person of a supervisory authority or cancellation of a licence.

In cases where the Financial Collateral represents cash, the Company shall be entitled to debit (transfer) the amount due from any of the Client's accounts with the Company or from funds otherwise due to the Client. Financial Collateral in the possession of the Company shall be deemed to have been transferred to the Company in connection with all claims of the Company against the Client, the Client's debt to the Company and the Client's subsequent debts to the Company shall be payable out of such Financial Collateral and the Company shall be entitled to exercise a lien on the Financial Collateral and to dispose of or use it without any Notice or special reminder to the Client. The Company shall have the right to exercise a lien on the Financial Collateral. The Securities Broker has the right to utilise the Financial Collateral by replacing it with collateral of equal value.

11.3. The Client shall be jointly and severally liable for all obligations to the Company of other Clients who are closely related to the Client as the debtor itself. The Client shall be liable for the obligations of Closely Related Clients if such Clients were closely related to each other at any time during the existence or continuation of such obligations.

11.4. The provisions of this section relating to securing the Company's claims against the Client shall not limit the Company's right to exercise the powers set out in clause 6.5 of the Conditions above.

12. Responsibility

12.1. The Party guilty of violating the term of any payment shall pay to the other Party a penalty in the amount of one tenth of a per cent of the outstanding amount for each day of delay, but not more than ten per cent (10%) of the outstanding amount, unless otherwise stipulated by regulations, Tariffs or another section of the Terms and Conditions in respect of the relevant financial service. Payment of the penalty shall not release the Parties from the requirement to fulfil the obligations not performed in due time or performed untimely.

12.2. Payment of the penalty shall include compensation of all losses of the Client. The Securities Broker is liable for the Client's losses incurred in connection with the Transaction between the Parties only if such losses are caused by the Securities Broker's wrongful intent. In case of wrongful intent of the Securities Broker, the Securities Broker shall compensate the Client only for direct losses incurred.

12.3. The Company shall not be liable for failure to fulfil its obligations in whole or in part if such failure is due to circumstances beyond the control of the Company, including acts of terrorism, war, fires, explosions, civil unrest, strikes, acts of God, acts issued by government agencies, acts of third parties, breakdowns, malfunctions or errors of computers or other means of communication.

12.4. In no event shall the Company be liable for consequential damages of any kind, including lost profits, loss of business, loss of future earnings and any other type of consequential damages.

12.5 Without prejudice to any other provision contained in these Conditions, the total liability of the Company for any one breach of these Conditions shall in no circumstances exceed the amount of the Fee charged for one

(1) calendar year.

13. Termination and limitation of the transaction

13.1. Unless otherwise specified in an agreement between the Parties or in these Terms and Conditions, any agreement entered into by the Parties shall be deemed to be entered into for an indefinite period.

13.2. Each Party to this Agreement shall have the right to unilaterally terminate all or certain contractual relations existing between the Parties to this Agreement by sending to the other Party to this Agreement the Notice of Termination of Contractual Relationships specified herein at least thirty (30) calendar days prior to the date of termination of such contractual relations, unless otherwise provided by special terms and other laws.

13.3. The Company may unilaterally refuse or abstain from the execution of a Transaction, suspend or terminate any Transaction, change the term of execution of a Transaction, impose restrictions on any Transaction, in particular, freeze or seize funds and assets, limit the availability of the Company's products or services to the Client, as well as limit, suspend or terminate any contractual relationship with the Client without sending to the Client the following information

Notice and without reimbursing the Customer for any damages or additional costs in the following cases:

- a. The Customer has breached these Terms and Conditions, or the Customer's certification is false;
- b. It is suspected that a person without valid identification or authorisation is acting on behalf of the Customer;
- c. Suspicion of the Client's involvement in money laundering, terrorist financing or attempted money laundering or terrorist financing;
- d. Fraud is suspected or the Customer is suspected of committing a legally punishable, dishonest or unethical act, or if the Company has reason to believe that further co-operation with the Customer is unlikely.

The Client damages the honour, credit or reputation of the Company;

- e. Suspicion of death of a client - natural person or liquidation of a client - legal entity;
- f. The Client fails to provide the Company with the requested information and documents in the cases specified in clause 9.6 of the Conditions above, or the Company suspects that such provided information or documents do not correspond to the actual circumstances;
- g. If during the contract period the Company discovers that the Client has provided the Company with false information or if the Company suspects that the information provided is false;
- h. This is due to the need to fulfil the requirements of the financial institutions or organisations involved in the Transaction claimed by the Customer;
- i. The transaction is expected to result in a direct or indirect violation of sanctions established by Lithuania, the European Union, the United Nations or another international organisation whose recommendations the Company is obliged to follow;
- j. The transaction is contrary to the Company's internal customer service rules or risk management policy;
- k. The Client refuses to use the Internet Bank.
- l. The Company considers this necessary to secure the Company's right to the Financial Collateral (including the Execution of the Financial Collateral);
- m. The Company believes that some default on the Client's obligations has occurred or may occur.

13.4. The Company has the right to close the Client's account unilaterally without prior notice if the Client does not use his/her account for Transactions for more than six (6) consecutive months.

13.5. The cancellation of the contract concluded by the Parties shall not entail termination of their outstanding obligations arising prior to the cancellation of the contract. All outstanding obligations of the Parties arising prior to the termination of the contract shall be fulfilled in accordance with the terms and conditions of the concluded contracts.

In the event of cancellation of the contract:

- a. In case of a transaction concluded by the Parties, regardless of the reasons for such cancellation, the Client shall be obliged to fulfil all obligations arising from the agreement
- b. In case of cancellation of the Transaction, the relevant Fees shall become due and payable and the Client shall be obliged to pay the Fees, cover the incurred losses and fulfil all obligations arising from the agreement
- c. In the event of a complete termination of the Transaction to the Company, the Client remains obliged to comply with the provisions of the contract and these Terms and Conditions and to provide adequate security if requested by the Company.

The Client is obliged to fulfil the obligations assumed by him/her under the Agreement, Transaction conditions and these Conditions, and after termination of the Agreement or Transaction, until the Client's obligations to the Securities Broker are fully fulfilled, as well as to pay the Securities Broker a forfeit or overdue interest for late payments on the Client's main obligation in accordance with these Conditions. Documents submitted by the Client for conclusion of the Agreement or Transaction and execution of the Company's operations shall not be returned to the Client.

13.6. In the event of the Client's death, the Securities Broker shall have the right to refrain from executing Notices to the Client's representatives in order to protect the Client's property. If the Client's Beneficiary has died and the Client has not provided the Securities Broker with information and documents about the new Beneficiary or about the pending inheritance process, the Securities Broker has the right to refrain from executing the Client's Transactions. The heirs are obliged to submit to the Securities Broker a document confirming their respective rights to dispose of the deceased Client's property, as well as to give instructions on the further disposal of such property.

13.7. The Client is obliged to fulfil all obligations arising from the contractual relationship with the Company no later than the day of termination of the contractual relationship.

13.8. If the Client's account with the Company is closed at the initiative of the Company or the Client has not provided the Company with instructions to transfer/pay the account balance, the account balance shall be held with the Company, no interest shall accrue thereon and, subject to the Terms and Conditions, the account balance shall be paid upon the Client's request on the basis of a relevant application made in accordance with the Company's requirements. The Company shall be entitled to charge a fee for holding the account balance after the account is closed in accordance with the Tariffs and Fees. Prior to payment of the balance, the Company shall be entitled to carry out identification of the Client in accordance with the procedure set out in Section 4 above.

14. Applicable legal acts and dispute resolution procedures

14.1. Business relations between the Parties shall be governed by Lithuanian legal acts and the European Union, international banking practice and customs. The Company applies special legal norms set forth in consumer protection regulatory enactments to business relations with Customers who are recognised as consumers in accordance with the consumer protection regulatory enactments in force in Lithuania.

14.2. Disputes between the Client and the Company may be resolved by the Parties through mutual negotiations.

14.3. Any complaint or claim of the Client (hereinafter referred to as a Claim) against the Company shall be resolved out of court on the following basis: a. The Client shall send his/her Claim to the Securities Broker; b. The Company shall register the Client's Claim and consider it within thirty days of the submission of such Claim and all documents requested by the Company in this regard. However, if the preparation of a response requires additional time, the Securities Broker shall have the right to extend the time limit for reviewing the Claim by notifying the Client thereof.

14.4. Any dispute, disagreement or Claim arising out of the Parties' business relationship under this Agreement, or their failure to fulfil, termination, legality, validity or transfer shall be resolved at the claimant's discretion in Lithuanian courts.

14.5. If any clause of these Terms and Conditions becomes invalid due to a change in regulations, the remaining clauses of these Terms and Conditions shall remain in full force and effect, in which case the Parties shall apply the Terms and Conditions in accordance with the requirements of the applicable regulations.