

CHARGE CARD APPLICATION



I (the "Customer") hereby request FBME Card Services Ltd (the "Issuer") and FBME Bank Ltd (the "Bank") as defined in the Terms and Conditions attached on this application to issue an FBME Charge Card. For this purpose I supply the following information:

CARD DETAILS Please select one option only

VISA PLATINUM
(10-50,000 USD LIMIT)

VISA GOLD
(5-10,000 USD LIMIT)

MASTERCARD GOLD
(5-10,000 USD LIMIT)

MASTERCARD SILVER
(1-5,000 USD LIMIT)

CARD MONTHLY LIMIT

€5000

CURRENCY

EURO

GBP

USD

PRODUCT

PERSONAL

CORPORATE *

* No supplementary cards can be issued for Corporate Cards.

TYPE

PRIMARY

SUPPLEMENTARY **

Applicant Name to appear on card (obligatory)

MARIO GALEA

** If Supplementary, please state Primary Cardholder name above

APPLICANT DETAILS

Title & Surname

Mr / Mrs / Miss / Ms GALEA

Forename(s)

MARIO

Nationality

MALTESE

Security Password

mariogalea69

Please choose a password to be used for telephone verification

Country of present residence

MALTA

e-mail address

mario.s.galea@gmail.com

Residential Address (copy of proof of address to be attached e.g recent utility bill)

Address Line 1

DAWN

Address Line 2

TRIQ RUZAR BRIFFA

City / Town

MOSTA

State / County / District

Postal Code / ZIP Code

MST1490

Country

MALTA

Date of Birth

Day 13

Month OCT

Year 1969

Current Passport Details (copy of passport to be attached)

0949803

10 MAR 2010

10 MAR 2020

Passport Number

Issue Date

Expiry Date

Home Telephone Number (including country code)

Code 356

Number 21424608

Business Telephone Number (if applicable)

Code 356

Number 21445992

Mailing Address - we do not accept P. O. Box Addresses

(this address is mandatory and shall be used for card & statement mailing unless otherwise instructed)

Address Line 1

LEVEL CENTRE POINT BLDS

Address Line 2

TRIQ DUN KARM

City / Town

BIRKIRKARA

State / County / District

Postal Code / ZIP Code

BKR9037

Country

MALTA

COMPANY NAME TO APPEAR ON CARD

Please tick appropriate box

YES NO

ARE YOU AN EXISTING FBME CARD SERVICES/FBME BANK

CARDHOLDER? Please tick appropriate box

YES NO

I / THE COMPANY AUTHORISE/S THE BANK AND THE ISSUER TO PLACE 200% OF MONTHLY CREDIT LIMIT OF THE CHARGE CARD ON THE MARGIN ACCOUNT AS SECURITY BY DEBITING MY/THE COMPANY'S ACCOUNT WITH THE NUMBER STATED BELOW PLUS THE RELATED ISSUANCE FEES AND CHARGES. I/THE COMPANY ALSO AUTHORISE/S THE BANK AND THE ISSUER TO DEBIT MY/THE COMPANY'S ACCOUNT STATED BELOW AND/OR ANY OTHER ACCOUNT OF MINE/THE COMPANY ON THE 15TH OF EACH MONTH FOR THE TOTAL USAGE OF MY/THE COMPANY'S CHARGE CARD FOR THE PREVIOUS MONTH OR ON SUCH OTHER DATE AS PAYMENT MAY BE DUE UNDER THE TERMS AND CONDITIONS.

I / The Company confirm that the information provided in connection with this application is complete and true and also confirm that I / the Company have read, understood, and accept the Terms and Conditions for the issuance and use of the charge card governing my/the Company's relationship with the Issuer. The issue of a card to me/the Company will constitute your acceptance of this application and will constitute a contract between us incorporating the enclosed Terms and Conditions. I / The Company enclose a photocopy of the card applicant's ID card or passport.

FOR ALL CHARGE CARD APPLICANTS

Account Number

Name of card applicant

MARIO GALEA

Specimen Signature

M. Galea

FOR CORPORATE CARD APPLICANTS

Account Number

NEXT GENERATION GAMES LTD. ("the Company") hereby submits this application for issuance of a Corporate Card to the above named Applicant and agree to be bound by the Terms and Conditions for Corporate Cards and the Terms and Conditions for Cardholders as set out and attached on this application. I/The Company acknowledge that instructions accepted by the Bank and the Issuer from the authorised person are accepted solely at our risk and the Bank and Issuer are not liable for any actions taken in accordance with instructions given pursuant to the present application and/or Declaration and/or Authorisation. Executed by the duly authorised signatory/ies below for and on behalf of the Company.

Name of the Company against whose Corporate Account this Card is to be charged:

NEXT GENERATION GAMES

Authorised Signatory 1 :

Authorised Signatory 2 :

M. Galea

**TERMS AND CONDITIONS OF ISSUE AND USE OF CORPORATE CARDS BY FBME CARD SERVICES LTD
(MASTERCARD GOLD, SILVER AND VISA PLATINUM AND GOLD CARDS)**

The following Terms and Conditions are incorporated into and form part of any agreement by which FBME CARD SERVICES LTD ("the Issuer") and where applicable FBME Bank Ltd (the "Bank") agree to make available to the Company certain charge card facilities and services on the terms and conditions set out herein and the Company wishes to be furnished with such services for the benefit of its directors and employees.

"Bank" shall mean FBME Bank Ltd

"Bank Account" shall mean any account of the Company with the Bank

"Card Account" shall in the case of the Company mean an aggregated account of all of the Charges debited or payments credited in respect of the use by all Cardholders on their respective Cards and in the case of the Cardholder shall mean an account of all charges debited or payments credited in respect of the use by the Cardholder of his/her Card.

"Card Statement" Shall mean a statement setting out the combined detail of all of the Cardholders Statements and shall be deemed to be an invoice in the hands of and payable by the Company.

"Card" Shall mean a plastic payment card, issued by the Issuer pursuant to and under the regulations of the Visa Europe and MasterCard Europe as MasterCard Gold or MasterCard Silver or Visa Platinum or Visa Gold card.

"Cardholder" shall mean the person to whom a Card is issued pursuant to the application now made incorporating these Terms and Conditions and on the account of the Company and who is named on the face of the Card.

"Cardholder Statement" shall mean the statement of account of the Cardholder.

"Card Limit" Shall mean the maximum permitted amount that the Cardholder shall be permitted to charge or have debited to his/her Card as agreed between the Issuer and Company from time to time.

"Charges" shall mean all amounts charged to a Card by the Cardholder at any time regardless of whether a record of charge is signed by the Cardholder, fees, annual subscriptions, cash advance fees, and charges as may be due hereunder and all other amounts owing to the Issuer, arising at any time whether or not the Card has expired or been cancelled.

"Company Limit" shall mean the maximum permitted total of the Card Limits of all Cardholders issued with corporate cards on the application of the Company or the aggregate total of all Charges charged to all the Cards issued on the application of the Company (whichever shall be the higher) as may be determined by the Company from time to time advised to the Issuer.

"Fees and Tariffs" shall be the fees and tariffs and interest chargeable to Card Account in accordance with the Issuer's published schedule of Fees and Tariffs as may from time to time be applicable to Cards.

"Margin Account" shall mean the account held at the Bank for the purpose of providing security to the Issuer for the recovery by the Issuer of monies laid out by it in settling Card transactions undertaken by the Cardholder or by other persons holding corporate cards issued on the request of the Company.

"Payment" Shall mean the receipt of funds for the credit of the Issuer in full settlement of any liability of the Company hereunder.

"Payment Due Date" shall mean the 15th day of the month following the end of the month in respect of which a Card Statement has been issued to the Company or such other date on which payment by the Company or the cardholder may become due under these Terms and Conditions.

"Terms and Conditions" shall mean these terms and Conditions as they may be amended from time to time which are incorporated into the contract between the Issuer, the Bank and the Company and Cardholder respectively.

2. TERMS OF USE

2.1 The Company shall ensure that a Card is given or made available only to the Cardholder named on the Card. The Company shall ensure that the Cardholder signs the Card immediately upon receipt and that the Cardholder is made fully aware of and signs the Bank and the Issuer's Terms and Conditions for Cardholders. Each Card shall remain the property of the Issuer at all times.

2.2 The Issuer agrees to provide a Card for prospective applicant(s) nominated by the Company in writing, up to the applicable Company Limit. The Issuer and the Bank reserve the right to decline new applications if the aggregate of existing Cards Limits becomes in excess of the Company Limit.

2.3 The Issuer agrees to allow each Cardholder to utilize the Card to charge the cost of goods and/or services to the Cardholder's Card Account in accordance with the agreed Card Limit and subject to the Terms and Conditions for Cardholders. Transactions in excess of the Card Limit will be declined unless previously arranged by the Company with the Issuer.

2.4 The Company and each of the Cardholders shall be jointly and severally liable at all times (including but not limited to the period after the cancellation of a card or the termination of this Agreement for any reason) for all debts, liabilities or costs suffered or incurred by the Issuer and/or the Bank or any other party in respect of or as a consequence of the issue to or use of the Card by a Cardholder and the Company shall fully indemnify and keep the Issuer and/or the Bank indemnified in respect of the same.

2.5 The Issuer may at any time and for any reason suspend the use of a Card by the Cardholder or revoke the validity of a Card in which cases the Card must be returned to the Issuer upon request and may be retained by the Issuer at its absolute discretion and for any period or indefinitely. The Company agrees that it shall ensure that the Cardholder will not use his/her Card when suspended. If a suspended Card is not returned and is used while suspended then without prejudice to the generality of the foregoing the Company shall be liable for all charges so incurred.

2.6 The Company shall ensure that the Cardholder may not use the card for effecting transactions which is or may be unlawful either in the jurisdiction where the transaction takes place or the country in which the cardholder is present at the relevant time.

3. BILLING

3.1 The Issuer agrees to open a Card Account which is controlled and maintained by the Bank for the Company and at the request of the Company for each Cardholder.

3.2 The Issuer will issue to the Company a Card Statement and Cardholder Statements on a monthly basis. Such statements will contain details of charges processed and credits received since the processing date of the previous statement. Such statements will be in the billing currency, which shall be US dollars, or such other currencies as may be agreed between the Company and the Issuer from time to time. Charges incurred in a currency other than the billing currency will be converted by the Bank at the expense of the Company.

3.3 In case of any disputed transactions and/or discrepancy, the Company and/or the Cardholder will notify the Issuer in writing within 30 days from the statement date.

3.4 All transactions will be deemed correct and accepted by the Company and/or the Cardholder unless notice of objection is received in writing as required in Article 3.3

4. PAYMENTS

4.1 Annual fees for a Card and Card replacement fees as prescribed by the Issuer from time to time shall be payable by the Company when a card is issued, renewed, or replaced by the Issuer, and shall be debited to the Card Account. Such fees shall not be refundable.

4.2 The Company and Cardholders shall be jointly and severally liable to the Issuer for payment of all Charges made to a Card by each Cardholder or the Issuer pursuant to these Conditions as detailed on each Cardholder's Statement.

4.3 The Company shall open a Margin Account with the Bank and irrevocably undertakes to maintain a credit balance in the Margin Account equal to a minimum of 200% of the Company Limit for so long as the Issuer may require.

4.4 The Company authorizes the Bank and the Issuer to debit its Bank Account in the currency specified in Article 3.2 above with the full balance of the Card Settlement on the Payment Due Date. For the avoidance of doubt the Company accepts that each Card is a charge card and is therefore not a credit card and that FBME neither extends nor is obliged to extend any credit facilities hereunder nor shall the Company have any right at any time to the same.

4.5 In the event that the balance in the Bank Account at any time falls below the minimum balance stipulated in Article 4.3 the Company shall, on the first demand of the Issuer send immediately written and signed instructions by telex or by fax to transfer sufficient funds to the Bank Account to restore the balance to at least the minimum required under Article 4.3.

4.6 In the event that there are insufficient funds in the Bank Account to cover any amount due on the Payment Due Date and/or the Company fails to provide sufficient funds in accordance with article 4.5, the Issuer shall or may cause to recover any shortfall by debiting any other account maintained by the Company or by the Cardholder with the Bank.

4.7 Should the Company for any reason be in breach of the payment provision in Articles 4.3, 4.4, 4.5 & 4.6 of this Agreement, then, without need to give any further warning or notice to the Company, and without prejudice to the Issuer's rights and remedies arising both under the law and under this Agreement, (including but not limited to the right to terminate this Agreement), then:

(A) The Issuer reserves the right to withdraw the authority for all or any Cardholders to use their respective Cards for a temporary or permanent period and/or

(B) The Issuer shall have the right to levy damages on any unpaid balance on the Card Statement at a rate each calendar month equivalent to 2% of the unpaid balance on the Card Statement from and including the Payment Due Date until the date of receipt of payment.

4.8 The Fees and Tariffs charged by the Issuer and the Bank to the Company are published on the Bank's website.

5. LOSS OF CARD LIMITATION OF LIABILITY

5.1 When the Card is lost or stolen the Company and the Cardholder shall notify the Issuer, MasterCard Global Service Center and/or Visa Travel Service Centre immediately by telephone upon discovery of the loss and shall confirm such loss by sending a written and signed notification by fax or by telex to the Issuer within 7 days of the discovery of the loss or theft.

5.2 The Company shall be liable for all charges incurred on the Card after loss or theft but prior to notification of loss to either Visa Travel Service Center, MasterCard Global Center or to the Issuer. After the time that such notice is given in the aforesaid manner, the Company shall have no further liability except where the Card is subsequently used by the Cardholder or with the authority of the Cardholder or of the Company.

6. CARD CANCELLATION

Where a Card is cancelled by written request of the Company or by the Issuer for any reason, the Company and the Cardholder shall remain jointly and severally liable for all Charges incurred by the Cardholder prior to return of the Card to the Issuer and including but not limited to those Charges appearing on any Card and Cardholder Statement at any time after the date of the return of the Card. The Company shall ensure that a Card is not used after its cancellation.

7. CHANGE OF STATUS OF THE COMPANY

In the event of a material change in the ownership, constitution or legal status or registered address of the Company, the Company shall immediately advise the Issuer in writing and in adequate detail. If the Issuer deems any such change materially adverse to the Issuer's interests, the Issuer may, at its absolute discretion, terminate this Agreement but without prejudice to the obligation of the Company to make payment under Articles 4.3, 4.4, 4.5, & 4.6 hereof.

8. CHANGE OF THE AGREEMENT

The Issuer and the Bank reserve the right to amend these Terms and Conditions by sending revised Terms and Conditions to the Company by registered post or courier. Should the Issuer receive no written objection from the Company within 15 days of dispatch to the Company, the revised terms and conditions shall be deemed to be acceptable to the Company and shall come into effect on the 15th day after dispatch. Continued use of the Card following the said 15 day period shall in any event (but without prejudice to the foregoing deemed acceptance) constitute full and unconditional acceptance of any such revisions made by the Issuer.

9. TERMINATION OF THE AGREEMENT

9.1 This Agreement shall remain in force until terminated by either party. Except in case of a serious default by either party which goes unrectified by the party in default after notice of the same and of the requirement to rectify such default, (where rectifiable), has been given to the party in default and except as otherwise provided herein, each party shall be obliged to give one month's notice in writing to the registered office of the other in the event it wishes to terminate this Agreement for its convenience.

9.2 Such termination shall be without prejudice to the rights and remedies of the parties hereto accruing prior to the date of termination. Without prejudice to the generality of the foregoing, the Company shall in particular:

(A) Be responsible for the recovery and return to the Issuer of all valid Cards, which have been supplied to the Company or to the Cardholders;

(B) Be liable for all Charges incurred on Cards prior to their return to the Issuer; and

(C) Be liable for all Charges incurred on Cards not returned to the Issuer.

9.3 Margin account specified in Article 4.3 will only be closed sixty days after the notification of Termination to allow for the pipeline transactions and the settlement of any Fees and Charges that may be or become due.

Such obligations shall survive the termination of this agreement.

10. PRIVACY

To ensure international acceptability the Issuer reserves the right to transfer information confidentially to the Visa International Service Association or Europay International/MasterCard International and to other related organizations.

11. BANKRUPTCY

In the event of either the Cardholder or the Company being declared bankrupt ceasing to trade or, being the subject of insolvency proceedings or execution against goods or property the Company agrees to return all Cards issued to the Cardholder by the Issuer. Such action shall not restrict the legal rights of either party.

12. FORCE MAJEURE

The Issuer will accept no liability for loss incurred by failure in any machine, information system or communications link or caused by circumstances beyond its direct control. The Issuer accepts no responsibility or liability for non acceptance of a Card by any merchant, retailer or supplier of goods or services, for any failure or reluctance by any such person or establishment to accept a Card, for the way in which it is accepted or for any conditions attached to its acceptance by the same or for any failure or refusal to authorise any proposed Card transaction.

13. STATUS

For the avoidance of doubt it is agreed by the Company that the Issuer is not an agent of any supplier of goods or services and is not responsible for any such goods or services charged to a Card and is therefore not obliged to enter into any negotiations with such suppliers or establishments or with the Company or any Cardholder in respect of the same. Charges once incurred cannot be cancelled.

14. LEGAL JURISDICTION

14.1 This Agreement and all matters as between the Cardholder, the Company and the Issuer arising out of the issue and use of a Card shall be subject to the laws of Cyprus.

14.2 Each party confirms to the other that it is subject to the non-exclusive jurisdiction of the Courts of Cyprus, provided that if the Company is incorporated or has its centre of economic activities within the European Union then this submission to jurisdiction shall be deemed to have been exclusive.

14.3 Subject to the proviso to condition 14.2 the Issuer reserves the right to recover any monies due to it in any jurisdiction within which the Issuer believes that the Cardholder or the Company may have assets

15. ASSIGNMENT

The Company shall not assign or purport or attempt to assign the benefits of this Agreement.

TERMS AND CONDITIONS OF ISSUE AND USE FOR PERSONAL CHARGE CARDS ALSO APPLICABLE AS SUPPLEMENTARY TERMS AND CONDITIONS OF USE APPLICABLE TO INDIVIDUALS TO WHOM PAYMENT CHARGE CARDS ARE ISSUED BY FBME CARD SERVICES LTD PURSUANT TO A CORPORATE AGREEMENT

The following terms and Conditions are incorporated into and form part of any agreement by which FBME Card Services Ltd ("the Issuer") and where applicable FBME Bank Ltd (the "the Bank") agrees to issue a Card to a person applying to become a Cardholder. The Terms and Conditions applicable to contracts between the Issuer and the Company (set out below) shall apply hereto insofar as may be applicable.

DEFINITIONS

"Applicant" means a person applying to become a Cardholder

"ATM" means an Automated Teller machine belonging to the Issuer or other participating banks or financial institutions, which accepts the Card.

"Card" Shall mean a plastic payment card, issued by the Issuer pursuant to and under the regulations of the Visa Europe and MasterCard Europe as MasterCard Gold or MasterCard Silver or Visa Platinum or Visa Gold card.

"Card Account" means the account opened by the Issuer and maintained and controlled by the Bank for entering all Card Transactions made by the Cardholder and for debiting all Charges and crediting any credits actually received in relation to the Card under these Terms and Conditions.

"Cardholder" means the Principal Cardholder or the Supplementary Cardholder who is issued with a Card and in whose name the Card Account is maintained by the Bank.

who applied for a Card and whose name is on the face of the Card.

"Card Transaction" means any Cash Advance or the amount of any purchase of goods or any other facilities and benefits obtained by use of the Card or the Card number whether in conjunction with the PIN or not or in any other manner including without limitation mail, telephone or facsimile orders or reservations authorised or made by the Cardholder, regardless of whether a sales or cash advance or other voucher or form was signed by the Cardholder.

"Cash Withdrawal" means any cash advance obtained by use of the Card from ATM or from the Bank or any other bank or financial institution which is a member of the MasterCard International and/or Visa International and offer such facility, any time, including but not limited to the period after cancellation of the Card, and regardless of whether a record of Charges

"Charges" means all amounts charged to a Card by the Cardholder including his/her enrollment fees, cash advance fees, annual fees and all other items included within Fees and Tariffs as defined herein, late payment Charges, interest and any other amounts levied hereunder and all other amounts owing to the Issuer as specified by it from time to time.

"Card Limit" means the maximum permitted amount that each Cardholder shall be permitted to charge to or have outstanding on his/her Card Account including Fees and Tariffs, late payment fees and interest if applicable, as agreed between the Issuer and the Cardholder from time to time or as may be otherwise chargeable hereunder.

"Debit Balance" means the total debit balance outstanding in the Card Account and payable to the Issuer according to the Issuer's records.

"Fees and Tariffs" shall be the fees and interest chargeable to Card Accounts in accordance with the Issuer's published schedule of Fees and Tariffs for the Gold and Standard Cards as current and applicable from time to time.

"Margin Account" means the account held at the Bank for the purpose of providing security to the Issuer for the recovery by the Issuer of monies laid out by it in settling Card transactions undertaken by the Cardholder.

"PIN" means the Personal Identification Number issued by the Issuer to the Cardholder for obtaining a Cash Advance from an ATM or where or when applicable validating a Card Transaction.

"Principal Cardholder" means a person who is issued a Card and in whose name the Card Account is maintained by the Bank.

"SMS Notification Service" means Upon registration you will receive a text message to your nominated mobile phone number which will contain details of card account balance, credit available on your Card and daily ATM, POS and online transactions The Service is normally available 24 hours a day, 7 days a week, 365 days a year apart from planned downtime, circumstances beyond our reasonable control or where you are not in an area of mobile coverage.

"Statement" means the statement of Card Account of each Cardholder.

"Supplementary Cardholder" means a person nominated by the Principal Cardholder and to whom a Supplementary Card is issued by the Issuer. (Applicable only for Personal Charge Cards)

"Supplementary Card" means a Card that is issued by the Issuer to the supplementary Cardholder and which is subject to the Same Credit Limit as that of the Principal Cardholder and linked to the same Card Account. (Applicable only for Personal Charge Cards)

"Terms and Conditions" means these Terms and Conditions.

2. APPLICATION FOR A CARD

2.1 To apply for a Card, an account must be established with the Bank. The issue of a Card must be authorized by the authorized signatory of the account holder and the Issuer's application form completed and signed. The Cardholder warrants the accuracy and completeness of the information provided in the Application.

2.2 Upon the Issuer and the Bank accepting the application it will issue the Card(s) applied for as directed by the Applicant.

2.3 Each Cardholder shall be deemed to warrant the accuracy and completeness of the information provided in the Application Form and that, where laws and regulations of any country in which the applicant is resident or from where the application is made, imposes or implies any regulations to the application to any terms of these Terms and Conditions then the application and these Terms and Conditions shall be subject to such laws and regulations.

3. DELIVERY OF THE CARD AND PIN

3.1 The Card and the PIN may be collected by the Cardholder personally, or may be sent to the Cardholder by post at the sole risk and responsibility of the Cardholder. If sent by post, the Issuer shall not in any manner be responsible if the Card/PIN are lost in post or misdelivered and misused. The Card will only be activated upon receipt of acknowledgement.

3.2 The Cardholder must sign the Card immediately on receipt of the Card and must keep it secure at all times. The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent discovery and/or disclosure of the PIN to any third party

3.3 The Card is and shall always remain the property of the Issuer. Its use may be suspended either temporarily or permanently by the Issuer should the Cardholder fail to perform his/her obligations specified herein or otherwise as permitted in the Terms and Conditions. Upon request the Card must be returned to the Issuer.

4. SUPPLEMENTARY CARD (Applicable only for Personal Charge Cards)

4.1 The Issuer may in its absolute discretion issue a Supplementary Card and PIN to a person nominated by the Principal Cardholder and approved by the Issuer and the Bank, subject to such Terms and Conditions which the Issuer and the Bank may deem necessary.

4.2 All Terms and Conditions applicable herein to the Principal Cardholder shall apply equally to the Supplementary Cardholder (with any necessary changes).

4.3 All Card Transactions made by the Supplementary Cardholder by use of the Supplementary Card and all Charges and other liabilities in relation thereto shall be debited to the Card Account.

4.4 Every Supplementary Cardholder shall be jointly and severally liable with the Principal Cardholder to pay the Issuer all amounts debited to the Card Account. The Issuer may in its absolute discretion commence an action or proceedings against the Principal Cardholder or the Supplementary Cardholder or both.

4.5 The validity of the Supplementary Card(s) shall be dependent upon the validity of the Card, and upon termination of the use of the Main Card or the principal Cardholder's Agreement with the Issuer and the Bank, for whatever reason, the Supplementary Card(s) shall also be terminated.

4.6 In the event that the Principal Cardholder requests a maximum Card limit on the Supplementary Card, such request shall be treated as a preference only and should, for whatever reason, the Supplementary Cardholder exceed such limit, the Principal Cardholder shall remain liable for the additional spending to the full extent of the outstanding balance of the Card Accounts.

5. USE OF THE CARD

5.1 The Card is, and shall always remain, the property of the Issuer. The Issuer may suspend its use either temporarily or permanently, should the Cardholder fail to perform his/her obligations specified herein. Upon request to the Cardholder the Card must be returned to the Issuer cut in half.

5.2 The Card shall be used by the Cardholder within the approved Card Limits as advised to the Cardholder by the Issuer from time to time and during the validity period embossed on the Card to obtain the facilities and benefits made available by the Issuer from time to time at its absolute discretion in respect of the use of the Card.

5.3 The Cardholder agrees and undertakes not to exceed at any time the Card Limit assigned/established by the Issuer for the Cardholder unless prior approval to exceed the Card Limit is obtained by the Cardholder from the Issuer.

5.4 Where an ATM facility is incorporated in the Card, the Cardholder shall be responsible for all transactions and the Cardholder hereby authorises the Issuer to debit the Card Account with the amount of any cash withdrawal in accordance with the record of the transactions. Such record of transactions shall be conclusive and fully binding of the Cardholder.

5.5 Subject to Condition 9, the Cardholder shall be fully liable to the Issuer for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.

5.6 The Issuer shall have the right at any time, without prior notice and without giving any reason and without liability towards the Cardholder, whether the Credit Limit has been exhausted or not, to withdraw and restrict the right to use the Card or to refuse to authorise any Card Transaction.

5.7 The Cardholder may not use the card for effecting transactions which is or may be unlawful either in the jurisdiction where the transaction takes place or the country from which the cardholder is present at the relevant time.

6. CASH WITHDRAWAL

6.1 The Cardholder may obtain cash advances in such amount within the limit prescribed by the Issuer from time to time for cash advances for the Card, by the following means:

(a) presenting the Card to any branch of the Bank, or to any other bank or financial institution which is a member of MasterCard International and/or Visa International and which offers such facility, together with evidence of his/her identity and signing the necessary transaction record; or
(b) Using the Card at any ATM of the Issuer or of any other bank or financial institution whom MasterCard International and/or Visa International has arrangements for the use of the ATM.

6.2 Cash Advance Fees on each Cash Advance shall be charged and debited to the Card Account at the rate applicable in the Issuer's current schedule of Fees and Tariffs.

6.3 The Issuer may from time to time by giving notice in writing or by publication vary the rate of Cash Advance Fees. Such variation shall apply from the effective date specified by the Issuer.

7. THE CARD ACCOUNT

7.1 At the end of each calendar month, the Issuer shall cause the Card Account to be debited with the amounts of all Card Transactions and Charges and any other liabilities of the Cardholder arising from the use or misuse of the Card.

7.2 The Issuer shall be entitled to treat (a) any sales draft transaction record, credit voucher, cash disbursement record and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card and duly completed, and/or (b) the Issuer's record of Cash Advances or of any other transaction effected via mail or via telephone, as evidence of a charge properly incurred by the Cardholder to be debited to the Card Account.

7.3 The Cardholder is liable for all Charges incurred on the Card.

7.4 The Issuer will prepare a statement showing details of all Card transactions monthly and forward same to the Cardholder.

7.5 The Statement of Card Account shall, in the absence of any written objections within one month after the statement date be deemed confirmed and correct. The Issuer shall not be responsible for any delay or loss in post of the Statement of Card Account.

7.6 The Cardholder is liable for all Charges incurred on the Card. The Issuer may draw down or cause to be drawn down the monies due to it in respect of Charges on the Cardholders from the Guarantor or of any Guarantee on which it is relying as a security.

7.7 The Issuer and the Bank shall not in any way be liable to the Cardholder:

- (a) For any losses and/or damages.
- (b) For non-acceptance of the Card by a merchant.
- (c) For non-receipt of goods and/or services.
- (d) For any losses and/or damages due to or arising from any disruption or failure or defect in any communication system or data processing system or transmission link.

7.8 The Issuer and the Bank shall in no way be responsible for goods or services purchased pursuant to a Card Transaction. No claim by Cardholder against a third party may be the subject of a defence or counterclaim against the Issuer or the Bank and such disputes in no way release the Cardholder from responsibility for all payments to the Issuer or the Bank

7.9 The Issuer shall not be responsible for any delay or loss in post of the Statement. 8. PAYMENT

8.1 Annual fees for a Card and card replacement fees as prescribed by the Issuer from time to time shall be payable by the Cardholder when a Card is issued, renewed, or replaced by the Issuer, and shall be debited to the Card Account. Such fees shall not be refundable.

8.2 If the Cardholders Charges at any time exceed the Card Limit, the Cardholder shall forthwith upon demand by the Issuer, pay to the Issuer the full sum by which the Card Limit is exceeded, failing which the whole amount outstanding in the Card Account shall become immediately due and payable and the Issuer may withdraw or cancel the Card.

8.3 All payments to be made by the Cardholder shall be in the billing currency of the Card Account. If payment is made in any other currency, such payment will be converted into the billing currency at a rate of exchange determined by the Issuer and the Cardholder shall bear all exchange, commission and other Charges. Any payment made to the Issuer by the Cardholder in the billing currency will be credited to the Card Account only on the date of posting of the funds to the Card Account.

8.4 The Debit Balance appearing on the Statement of Card Account is payable in full on or before the date specified on the Statement of Card Account ("the Payment Due Date") and in the absence of payment by the applicable date shall be recovered by the Issuer or the Issuer may cause to recover from the Margin Account.

8.5 The amounts of all Card Transactions and Charges shall be recovered by the Issuer and the Bank by debiting the Cardholder's current or savings account at the time when the monthly Statement of Card Account is issued. If sufficient credit balance is not maintained in the current or savings account and the current or savings account becomes overdrawn, interest on the overdraft amount will be charged by the Bank at its prevailing rate of interest for overdraft. The Cardholder shall pay the overdraft amount together with interest immediately upon being notified by the Bank.

8.6 In case of any disputed transactions and/or discrepancy, the Cardholder must notify the Issuer in writing within 30 days from the statement date.

8.7 All transactions will be deemed correct and accepted by the Cardholder unless notice of objection is received in writing as required in clause 7.5.

9. LOSS OF CARD/DISCLOSURE OF PIN

9.1 If the Card is lost or stolen or if the PIN is disclosed to any other party, the Cardholder must immediately notify it to the Issuer and to the Police of the country where such loss or theft or disclosure occurred. Outside normal office hours, loss or theft of the Card or disclosure of the PIN must be notified

to the MasterCard Global Service Center and for Visa International. If such notification is given by telephone, the Cardholder shall also give written confirmation within 7 days to the Issuer at the above address. The Cardholder will however be liable in respect of all Card Transactions until written notice has been received by the Issuer that a Card has been lost or stolen and/or that the PIN has become known to a third party.

9.2 The Cardholder will give the Issuer all the information in the Cardholder's possession as to the circumstances of the loss or theft of the Card or disclosure of the PIN and take all steps deemed necessary by the Issuer to assist the recovery of the Card. The Issuer may provide the police or any other authority with any information it considers relevant.

9.3 In the event of loss or theft of the Card the Cardholder shall be liable for the first EURO 170 (or equivalent in another currency) per transaction if unauthorized usage occurs. After notice of loss to the Issuer and/or the MasterCard Global Service Center and for Visa International, Cardholder's liability ceases.

9.4 The Cardholder shall remain fully liable for payment of all Card Transactions effected through the use of the Card by any person whether with or without the knowledge of the Cardholder and irrespective of whether the transactions were authorised by the Cardholder or not.

9.5 In the event that the lost Card is recovered by the Cardholder, he shall not use the Card and shall return the Card cut in half immediately to the Issuer. The Cardholder shall not use the PIN after reporting the disclosure thereof to the Issuer.

9.6 The Issuer may in its absolute discretion issue a replacement Card for any lost or stolen Card or a new PIN on these Terms and Conditions and subject to the fee provided in the current schedule of fees and Tariffs.

10. RENEWAL AND REPLACEMENT

The Issuer may subject to satisfactory maintenance of the Card Account automatically renew and replace any Card which has expired or has been lost on payment of renewal or replacement fees prescribed by the Issuer from time to time. The Issuer will use its best efforts to deliver the renewed or replaced Card at least one week before the expiry of the present Card to the address notified by the Cardholder to the Issuer.

11. CANCELLATION

11.1 If the Cardholder wishes to cancel his/her Card this must be notified to the Issuer in writing and the Card returned to the Issuer cut in half.

11.2 Notification of cancellation must be given by the Cardholder to the Issuer at least one month before expiry of the Card. After the Card has been renewed the Annual Fee becomes non-refundable.

12. REFUND

The Card Account will only be credited with refund in respect of any Card Transaction if the Issuer receives a refund voucher or other refund verification acceptable to it.

13. WITHDRAWAL/TERMINATION

13.1 The Issuer and the Bank reserve the right at any time to withdraw the Card at its absolute discretion and/or cancel or terminate or suspend the use of the Card entirely or in respect of specific facilities, or refuse to renew or replace any Card with or without prior notice and in whatever circumstances it deems fit.

13.2 The Cardholder may at any time by written notice to the Issuer terminate the Card Account. Such termination will only be effective upon the return to and receipt by the Issuer of all Cards issued for the Card Account. All use of the Card by the Issuer whether prior to the receipt of termination notice or not will be fully binding on the Cardholder.

13.3 The use of the Card will be terminated by the Issuer upon death, bankruptcy or insolvency of the Cardholder.

13.4 The Cardholder must return the Card(s) to the Issuer or its authorised Agent cut in half immediately upon termination of this Agreement.

13.5 Upon termination of the Agreement by the Issuer, the Bank or the Cardholder, the entire amount outstanding in the Card Account, together with any outstanding amount incurred by the use of the Card but not debited to the Card Account and all finance Charges and late payment Charges shall become immediately due and payable to the Issuer.

13.6 In the event that any security is held by the Issuer as collateral for the use, or Charges arising in respect, of a Card, the Issuer shall retain such security for a period of at least ninety days following the date of termination.

14. VARIATION OF THESE CONDITIONS

14.1 The Issuer and the Bank may from time to time vary these Terms and Conditions by notice in writing or by publication by such means as the Issuer and the Bank may select. Such variations shall apply from the effective date specified by the Issuer and the Bank and shall be binding on the Cardholder.

14.2 If the Cardholder keeps or uses the Card after the effective date of variation, it will be deemed to constitute acceptance of the variations.

14.3 If the Cardholder does not accept the variations, he must terminate this Agreement by giving prior written notice to the Issuer and the Bank and return the Card(s) cut in half to the Issuer prior to the effective date and settle all his outstanding liabilities.

15. NOTICES

15.1 Any notice, demand or any other communication under this Agreement may be sent by ordinary post to the last known address of the Cardholder and shall be deemed to have been received by the Cardholder two days after the date of posting.

15.2 The Cardholder must promptly notify the Issuer in writing of any change in his/her address or employment.

15.3 Any instruction sent by the Cardholder to the Issuer by facsimile shall be considered valid and the Issuer and/or the Bank may act upon such instruction. The Issuer and/or the Bank may use copies of facsimile transmissions as evidence in any Court of Law.

16. RIGHT OF SET OFF

16.1 The Bank may in its absolute discretion at any time and without notice combine or consolidate all or any accounts of the Cardholder maintained with the Bank and in any currency or set off or transfer any credit balance of any such account(s) in or towards discharge of all sums due to the Issuer in the Card Account.

17. EXCLUSION OF LIABILITY

17.1 Neither the Issuer nor the Bank shall in any way be liable to the Customer:

(a) For any loss or damage if the Card is not honored or accepted by a merchant, or any other bank or financial institution, or any ATM for whatever reason; (b) For any loss or damage due to or arising from any disruption or failure or defect in any ATM or machine or communication system or data processing system or transmission link or anything outside the control of the Issuer or the Bank.

17.2 The Issuer shall in no way be responsible for goods or services purchased by the Cardholder by use of the Card. No claim by a Cardholder against a third party may be the subject of a defense or counterclaim against the Issuer.

17.3 The Cardholder is required to pay all taxes as required by applicable law for use of the Card. The Issuer and the Bank assume that all funds used by the Cardholder to activate the Card including subsequent replenishment of the Card are after tax income and the Cardholder will hold the Issuer and the Bank harmless and fully indemnified against any and all legal issues that arise between tax authorities and the Cardholder.

18. GENERAL

18.1 Card transaction vouchers (or sales vouchers) signed by the Cardholder will not be provided, save that in case of a dispute a photocopy or microfiche copy will be provided as documentary proof of debit, provided the Cardholder makes a written request within thirty days from the date of the Statement of Card Account and pays a fee. Copies of a signed voucher will not be provided at all for any purpose if the transaction date is over ninety days old.

18.2 The Cardholder agrees that the Issuer may at any time disclose and furnish any information as it deems fit concerning the Cardholder including but not limited to the account of the Cardholder under this Agreement to the Issuer's associates, branches, agents, assignees or other parties in connection with the administration of the Card and to enable the Issuer to enforce the Cardholder's obligations under this Agreement.

18.3 The Issuer shall have the right to check the credit standing of an applicant (including a corporate applicant) for the Card at any time without reference to him.

18.4 No failure to exercise and no delay in exercising on the part of the Issuer of any rights, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law.

18.5 Any Card supplied by the Issuer under the present Terms and Conditions may only be used by the designated Cardholder whose name appears on the face of the Card.

19. SMS NOTIFICATION SERVICE

19.1 To subscribe for this Service all you need to do is to tick the relevant box on the application form at the time you apply for a Card.

19.2 The Fees and Tariffs for the Service can be found in our website or made available to you upon request. This section of the website may be updated from time to time. Charges for using the mobile phone banking service will be debited to your Card Account associated with the card you are using.

19.3 There may be other taxes and costs for using the Service that are charged by your mobile operator for which you are totally responsible for.

19.4 We are only liable to you for losses which you suffer as a result of a breach of these Terms and Conditions by us or as a result of our negligence or breach of relevant legislation. Our liability to you shall not in any circumstances

include any business losses that you may incur, including but not limited to lost data, lost profits or business interruption. We are not liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security passcodes safe as recommended by us. We are not liable for any error by you in entering any details when you apply for the service. You should tell us immediately if your nominated mobile phone is lost or stolen, or if you change your nominated phone number. If you do not tell us we will continue to send text messages to the nominated mobile phone number. In such circumstances, we will not be liable for any losses or issues arising as a result. It is important to keep your mobile phone secure at all times. We cannot be held responsible if a third party accesses the information we send you.

19.5 You have the right to cancel the contract by sending written instructions to the Issuer. You are free to stop using the Service at any time by informing the Issuer subject to possible Fees and Tariffs that may apply.

19.6 We have the right to change these Terms and Conditions at any time by putting the changes on the website. We can decide to withdraw the Service by giving you at least 30 days notice to you. We can decide to withdraw the Service with immediate effect without prior notice to comply with the law, to protect security or to combat fraud.

20. AUTHORITY TO ACCEPT TELEX, TELEPHONE, OR FACSIMILE INSTRUCTIONS

20.1 The Issuer shall have the right to accept and to execute instructions and/or give effect to requests to the Issuer, to enter into contracts with the Cardholder where such instructions and/or requests are given by telephone/facsimile ("Transmitted Instructions").

20.2 The Issuer may leave a message for the Cardholder to contact the Issuer on an answer-phone or facsimile machine or with the person answering the telephone.

20.3 The Cardholder agrees to the recording of telephone conversations in connection with any Transaction so the Issuer may have a record of the Cardholder's instructions, and occasionally monitored to enable the Issuer to maintain its service quality and that such recordings may be submitted in evidence to any court where such recordings are deemed legal in connection with legal proceedings for the purpose of establishing any matters relating to that Transaction.

20.4 If the Cardholder's Mandate permits Transmitted Instructions, the Issuer and the Cardholder will agree security procedures for authenticating these instructions before the Cardholder makes the first Transaction via Transmitted Instructions. The Cardholder agrees to keep all security procedures, codes and personal identifiers secret, never to disclose them to anyone and to take all reasonable care to prevent their unauthorised or fraudulent use. If the Cardholder keeps a written record of any code or personal identifier, the Cardholder must make a reasonable attempt to disguise it.

20.5 The Cardholder authorises the Issuer to act on instructions given by Transmitted Instructions, provided that the Issuer has followed the operational and security procedures agreed between the Issuer and the Cardholder, or required by the Issuer and advised to the Cardholder, whether or not such Transmitted Instructions were given by the Cardholder.

20.6 If the Cardholder knows or has any reason to suspect that someone else knows its codes or personal identifiers, the Cardholder must immediately telephone the Issuer. Until the Cardholder does so, the Cardholder will continue to be liable for all Transactions. Unless it can be shown that the Cardholder acted fraudulently or with gross negligence or in breach of the security procedures provided herein, the Issuer will credit the Cardholder's account with the amount of any unauthorised Transactions carried out on the Card Account other than by the Cardholder after the Cardholder has notified the Issuer, and any interest or Charges made by the Issuer in relation to them.

20.7 The Cardholder assumes all risks involved in connection with any communications by telephone/facsimile whether the Cardholder or third parties and in particular (but without prejudice to the generality of the foregoing) risk due to errors in transmission, misunderstandings or errors on the part of the Issuer regarding the identity of the Cardholder, and the Issuer shall have no responsibility in respect thereof.

20.8 The Issuer shall have no duty or responsibility to (i) verify the accuracy of any signature on any facsimile or (ii) inquire as to the authority of any person purporting or claiming to be the Cardholder or any employee, attorney, agent or representative of the Cardholder.

20.9 The Customer shall indemnify the Issuer and keep the Issuer indemnified against any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications and any actions, proceedings, costs, claims and demands in respect thereof. The Customer agrees to perform and ratify any contracts entered into by the Issuer and/or any action taken by the Issuer as a result of any such communications made or purporting to be made by any attorneys, employees, agents or representatives of the Customer. The Customer also authorises the Issuer to debit any of the Customer's accounts in relation to any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications.

20.10 The Issuer may refuse to act on any instruction if: (i) The Issuer doubts the authenticity of the instruction or does not consider it to be sufficiently clear; or (ii) The Issuer believes that doing so might put it in breach of any irrevocable direction given to, or contractual obligation binding on, the Issuer; or (iii) There are insufficient cleared funds available in an Account to meet the full cost of the instruction or such funds as may stand to the credit of an Account are insufficient after providing for the Issuer's right of set-off.

20.11 Absence of written confirmation of a Transmitted Instruction shall not in any way prejudice the Issuer's rights of recovery from the Customer.

20.12 To ensure international acceptability the Issuer reserves the right to transfer information confidentially to the Visa International Service Association or Europay International/MasterCard International and to other related organizations.

21. PRIVACY POLICY

21.1 The data is collected, transferred, processed and maintained by the Issuer and the Bank in accordance with the Processing of Personal Data Law 2001 of Cyprus and the Privacy and Electronic Communications (EC Directive) Regulations 2003. The Issuer and the Bank need to collect, use and disclose personal information to be able to operate and support its services.

21.2 By providing personal information to the Issuer and the Bank and by dealing with the Issuer and the Bank within the knowledge of these Terms and Conditions, the Issuer and the Bank will assume that the Cardholder have consented to the collection, use and disclosure of the Cardholder's personal information in accordance with these Terms and Conditions unless the Cardholder advise the Issuer and the Bank otherwise.

21.3 The Cardholder expressly consents to the transmission of the data to companies associated with the Issuer and the Bank which are situated within or outside the European Union, and the correlation and combination of the archives of data maintained by the Issuer and the Bank with any archive or archives of his personal data maintained by these associated companies. In these cases the Issuer and the Bank are obliged to ensure that the same levels of protections provided by European Law is maintained.

21.4 The Issuer and the Bank retain the Cardholder's personal information, including transaction information for all of the Cardholder's transactions, for fraud and security purposes, even after the Cardholder's Card Account is closed.

21.5 The Issuer and the Bank will not share any of the Cardholder's personal information with third parties except in the circumstances below:

1. The Issuer and the Bank disclose information in response to a warrant, court order, levy, order of a court-appointed receiver or other comparable legal process.

2. The Issuer and the Bank disclose information to the Cardholder's agent or legal representative.

3. For identity validation and verification purposes, the following information may be provided to Merchants to or from whom you transfer funds: name, Account number, jurisdiction, postal code, e-mail address, and/or IP address.

4. The Issuer and the Bank share the Cardholder's information with its holding, parent, subsidiaries or its affiliate banks to help coordinate the services the Issuer provides to you and to enforce its Terms of Use.

5. In order to protect all our Customers against potential fraud, we verify with third party verification service providers the personal information you provide. In the course of such verification, we may also receive personal information about you from such service providers.

21.6 The Issuer may in order to carry out the Cardholder's instructions accurately, to continually improve its services and in the interests of security, monitor and/or record the Cardholder's telephone call as with the Issuer.

22. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Cyprus, except where and to the extent specifically stated otherwise.

23. LEGAL JURISDICTION

23.1 Legal proceedings against the Customer may be brought by the Issuer and/or the Bank in the Courts of any country wherein:

1. The Issuer and/or the Bank carries on business; or

2. The Customer is domiciled or resident or has its registered or other principal office or place of central management or control; or

3. The Cardholder carries on any business or has any property or assets.

Legal proceedings against the Issuer and/or the Bank may be brought by the Customer in the Courts of the country in and from which the Issuer and/or the Bank carry on business, namely the Republic of Cyprus.

DEBIT CARD APPLICATION



I (the "Customer") hereby request FBME Card Services Ltd (the "Issuer") and FBME Bank Ltd (the "Bank") as defined in the Terms and Conditions attached on this application to issue an FBME Debit Card. For this purpose I supply the following information:

CARD DETAILS Please select one option only

VISA PLATINUM ☐

VISA GOLD ☒

MASTERCARD GOLD ☒

MASTERCARD SILVER ☐

GLOBAL VISA ☐

GLOBAL VISA ELECTRON ☒

GLOBAL MASTERCARD ☐

GLOBAL MAESTRO ☒

KEY CARD ATM ☐

CURRENCY

EURO ☒

GBP ☐

USD ☐

PRODUCT

PERSONAL ☐

CORPORATE ☒

INITIAL AMOUNT TO BE LOADED

Applicant Name to appear on card

M A R I O G A L E A

APPLICANT DETAILS

Title & Surname

Mr / Mrs / Miss / Ms

GALEA

Forename(s)

MARIO

Nationality

MALTESE

Security Password

mariogalea69

Please choose a password to be used for telephone verification

Country of present residence

MALTA

e-mail address

mario.s.galea@gmail.com

Residential Address (copy of proof of address to be attached e.g recent utility bill)

Address Line 1

DAWN

Address Line 2

TRIO RUZAR BUFFA

City / Town

MOSTA

State / County / District

Postal Code / ZIP Code

MST1490

Country

MALTA

I / WE WISH TO RECEIVE PRINTED MONTHLY STATEMENTS

Please tick appropriate box

YES NO

Date of Birth

Day

13

Month

OCT

Year

1969

Current Passport Details (copy of passport to be attached)

0949803

10 MAR 2010

10 MAR 2020

Passport Number

Issue Date

Expiry Date

Home Telephone Number (including country code)

Code 356

Number 21424608

Business Telephone Number (if applicable)

Code 356

Number 21445992

Mailing Address - we do not accept P. O. Box Addresses

(this address is mandatory and shall be used for card & statement mailing unless otherwise instructed)

Address Line 1

LEVEL 2 CENTRE POINT BLDG

Address Line 2

TRIO DUN KARM

City / Town

BIRKIRKARA

State / County / District

Postal Code / ZIP Code

BKE 9037

Country

MALTA

COMPANY NAME TO APPEAR ON CARD Please tick appropriate box

Applicable only when Personal Name is to also appear on card; when Company Name is to appear, Personal name must also.

YES NO

ARE YOU AN EXISTING FBME CARD SERVICES/FBME BANK CARDHOLDER? Please tick appropriate box

YES NO

FOR FURTHER AMOUNTS TO BE LOADED ON TO THE DEBIT CARD, SEPERATE INSTRUCTIONS ARE REQUIRED.

FBME CARD SERVICES ACCEPTS INSTRUCTIONS FROM THE SIGNATORY OF THE FBME BANK ACCOUNT VIA: SECURE E-MAIL THROUGH OUR ONLINE BANKING SYSTEM "FBME DIRECT" TO 'MAILCARDS', ALTERNATIVELY PLEASE SEND A SIGNED FAX TO +357 22 557511 OR SIGNED LETTER VIA EMAIL TO CARDS@FBMECS.COM

I / The Company confirm that the information provided in connection with this application is complete and true and also confirm that I / the Company have read, understood, and accept the Terms and Conditions for the issuance and use of an FBME debit card governing my/the Company's relationship with the Issuer. The issue of a card to me/the Company will constitute your acceptance of this application and will constitute a contract between us incorporating the enclosed Terms and Conditions. I / The Company enclose photocopy of the card applicant's ID card or passport.

FOR ALL DEBIT CARD APPLICANTS

Account Number

Name of card applicant

MARIO GALEA

Specimen Signature

M. Galea

FOR CORPORATE CARD APPLICANTS

Account Number

066563EUR-CACC-COI-4 NIC

NEXT GENERATION GAMES LTD. ("the Company") hereby submits this application for issuance of a Corporate Card to the above named Applicant with the credit limit therein applied for and agree to be bound by the Terms and Conditions for Corporate Cards and the Terms and Conditions for Cardholders as set out and attached on this application. I/The Company acknowledge that instructions accepted by the Bank and the Issuer from the authorised person are accepted solely at our risk and the Bank and Issuer are not liable for any actions taken in accordance with instructions given pursuant to the present application and/or Declaration and/or Authorisation. Executed by the duly authorised signatory/ies below for and on behalf of the Company.

Name of the Company against whose Corporate Account this Card is to be charged:

NEXT GENERATION GAMES LTD.

Authorised Signatory 1:

Authorised Signatory 2:

M. Galea

FBME DEBIT CARD CONDITIONS OF ISSUE & USE

The following Terms and Conditions are incorporated into and form part of any agreement by which FBME CARD SERVICES LTD (the "Issuer") and where applicable FBME Bank Ltd (the "Bank"), agrees to provide a Card to a person applying to become a Cardholder.

1. DEFINITIONS

APPLICANT means the person applying to become a Cardholder

ATM means an Automated Teller Machine belonging to the Bank or other participating banks or financial institutions, which accept the Card.

APPLICATION FORM means the Issuer's form of application for the Card to be completed and signed by an applicant who desires to obtain a Card and which when accepted by the Issuer and the Bank will constitute an agreement for the issue of the Card(s) therein specified which shall incorporate and be subject to these Terms and Conditions.

BANK means FBME Bank Ltd.

CARD means a plastic Card as defined by the regulations of Visa and MasterCard that has been purchased for a fixed amount, such amount being reduced as the Card is used and which may be replenished from time to time.

CARD ACCOUNT means the account that the Issuer shall cause to be opened and which is maintained and controlled by the Bank in a billing currency for entering all Card Transactions made by the Cardholder and for debiting all Charges and crediting any credits actually received in relation to the Card under these Terms and Conditions.

CARDHOLDER means a person who is issued with a Card and in whose name the Card Account is maintained by the Bank.

CARD LIMIT means the maximum permitted amount that each Cardholder shall be permitted to charge to his/her Card including Fees and Tariffs.

CARD TRANSACTION means any Withdrawal from an ATM and/or any purchase of goods or any other facilities and benefits obtained by use of the Card and/or the Card number and/or the PIN or in any other manner including without limitation mail, telephone or facsimile or e-mail, internet or other electronically delivered orders or reservations authorized or made by the Cardholder, regardless of whether such be a sales or cash withdrawal.

CASH WITHDRAWAL means any cash obtained by use of the Card from ATM.

CHARGES means all amounts charged to a Card by the Cardholder at any time, including but not limited to the period after cancellation of the Card, and regardless of whether a record of Charges is signed by the Cardholder and including his/her application fees, cash withdrawal fees, annual fees and all other items included within Fees and Tariffs as defined herein.

DEBIT BALANCE means the total Debit Balance outstanding in the Card Account and payable to the Issuer according to the Issuer's records.

FEES AND TARIFFS shall be the fees chargeable to Card Accounts in accordance with the Issuer's published schedule of Fees and Tariffs for the Issuer's Cards as current and applicable from time to time.

PIN means the Personal Identification Number issued by the Issuer to the Cardholder(s).

STATEMENT means the statement of Card Account of each Cardholder.

2. APPLICATION FOR A CARD

2.1 Application for a Card is accomplished by the applicant:

(a) completing and signing an Application Form and submitting it to the Issuer and the Bank;

(b) transferring to the Bank as directed in the Application Form an amount not being less than the appropriate Application Fee(s) for the Card(s);

© providing such further information relating to the applicant or to the nature or source of the funds transferred or to be transferred to the Issuer, as the Issuer may require, having regard to its obligations at law and to the regulations and requirements of such supervisory authorities or institutions, to which it may be subject in any relevant jurisdiction.

2.2 Upon the Bank and the Issuer accepting the application it will issue the Card(s) applied for as directed by the applicant.

2.3 Each Cardholder shall be deemed to warrant the accuracy and completeness of the information provided in the Application Form and that, where laws and regulations of any country in which the applicant is resident or from the country where the application is made, imposes or implies any regulations to the application or any terms in these Terms and Conditions then this application shall and these Terms and Conditions shall be subject to such laws or regulations.

3. DELIVERY OF THE CARD AND PIN

3.1 The Card and the PIN may be sent to the Cardholder by courier or return receipt insured post at the sole risk and responsibility of the Cardholder. If sent by post, the Issuer shall not in any manner be responsible if the Card/PIN are lost in post or misdelivered and misused. The Card will only be activated upon receipt of acknowledgement.

3.2 The Cardholder must sign the Card immediately on receipt of the Card and must keep it secure at all times. The Cardholder shall not disclose the PIN to any person and shall take all possible care to prevent discovery and/or disclosure of the PIN to any third party.

3.3 The Card is and shall always remain the property of the Issuer. Its use may be suspended either temporarily or permanently by the Issuer should the Cardholder fail to perform his/her obligations specified herein. Upon request the Card must be returned to the Issuer.

4. USE OF THE CARD

4.1 The Card shall be used within the approved Card Limits as established by the Cardholder with the Issuer through replenishments to the Card Account made from time to time and during the validity period of the Card to obtain the facilities and benefits made available by the Issuer from time to time at its absolute discretion in respect of the use of the Card.

4.2 Where an ATM facility is incorporated in the Card, the Cardholder shall be responsible for all Transactions and the Cardholder hereby authorizes the Issuer to debit the Card Account with the amount of any cash withdrawal in accordance with the record of the Transactions. Such record of Transactions shall be conclusive and fully binding on the Cardholder.

4.3 Subject to Condition 12, the Cardholder shall be fully liable to the Issuer for all Card Transactions made with the PIN whether with or without the knowledge of the Cardholder.

4.4 The Issuer shall have the right at any time, without prior notice and without giving any reason and without liability towards the Cardholder, whether the Credit Limit has been exhausted or not, to withdraw and restrict the right to use the Card or to refuse to authorize any Card Transaction.

4.5 Purchases, ATM withdrawals and Internet Transactions, taking place in a currency other than the billing currency will be converted to the billing currency automatically by the Euro Card and MasterCard systems. The exchange rate applied to these Transactions by the international associations will be increased by 2 percent by the Issuer.

4.6 Use of the Card after its expiration date, or when disputes arise in accordance with Condition 6.7, or after the Cardholder has cancelled his/her Card or elected not to renew the Card in accordance with these Terms and Conditions, constitutes illegal use of the Card

4.7 The Cardholder will be able to replenish his/her Card.

4.8 The Cardholder may not use the Card for effecting Transactions which is or may be unlawful either in the jurisdiction where the Transaction takes place or the country from which the Cardholder is present at the relevant time.

4.9 The Cardholder understands that no proposed Card Transaction may be concluded unless the Transaction is authorised by the Issuer and the authorisation communicated to the ATM or merchant with whom the Transaction is to be effected. While the Issuer will use its best efforts to authorise Transactions that are within the Card Limit at the relevant time it does not warrant that it will be able to do so or effectively communicate such authorization.

5. CASH WITHDRAWAL

5.1 The Cardholder may obtain cash in such amount within the Card Limit pre established by the Issuer by the following means:

(a) Using the Card at any ATM of the Issuer or of any other worldwide Issuer or financial institution displaying a MasterCard and/or Visa logo with which MasterCard and Visa have arrangements for the use of such ATM.

5.2 Cash Withdrawal Fees on each Cash Withdrawal shall be charged and debited to the Card Account at the rate applicable in the Issuer's current schedule of Fees and Tariffs.

5.3 The Issuer may from time to time by giving notice in writing or by publication vary the rate of Cash Withdrawal fees. Such variation shall apply from the effective date specified by the Issuer.

6. THE CARD ACCOUNT

6.1 During the month, the Issuer shall cause the Card Accounts to be debited with the amounts of all Card Transactions and Charges and any other liabilities of the Cardholder arising from the use or misuse of the Card.

6.2 The Issuer shall be entitled to treat

(a) any sales draft Transaction record, credit voucher, cash disbursement record and/or other charge record bearing the imprint or other reproduction of embossed information contained on the Card as duly completed, and binding on the Cardholder

(b) the Issuer's record of any Card Transaction as conclusive evidence of a charge properly incurred by the Cardholder to be debited to the Card Account.

6.3 The Cardholder is liable for all Charges incurred on the Card. The Issuer may or may cause to be drawn down the monies due to it in respect of Charges on the Cardholder's Account under any Guarantee on which the Issuer is relying as Security.

6.4 The Issuer will prepare a monthly Statement of the Card Account showing details of all Card Transactions during the month in question and forward same to the Cardholder at the designated address. The Statement of Card Account shall, in the absence of any written objections within thirty (30) days after the statement date shall be deemed confirmed and correct.

6.5 Transactions posted later than thirty (30) days from the date of the actual Transaction due to delays of merchants or banks acquiring such Transactions do not in any way exonerate the Cardholder from payment of such Transactions.

6.6 The Issuer and the Bank shall not in any way be liable to the Customer:

(a) For any losses and/or damages.

(b) For non-acceptance of the Card by a merchant.

© For non-receipt of goods and/or services.

(d) For any losses and/or damages due to or arising from any disruption or failure or defect in any communication system or data processing system or transmission link.

6.7 The Issuer and the Bank shall in no way be responsible for goods or services purchased pursuant to a Card Transaction. No claim by Cardholder against a third party may be the subject of a defence or counterclaim against the Issuer or the Bank and such disputes in no way release the Cardholder from responsibility for all payments to the Issuer or the Bank.

6.8 The Issuer shall not be responsible for any delay or loss in post of the Statement of Card Account.

7. PAYMENT

7.1 Monies paid by a Cardholder with the intention that they be utilized in Card Transactions and for the payment of Charges shall be paid for credit to the Card Account.

7.2 The Issuer may or may cause to recover from the Card Account the cost of all Charges as soon as shall be practicable following the debit of a Charge to the Card Account. The Cardholder hereby irrevocably authorises the Bank to pay the Issuer the amount of all Charges by debit to the Card Account.

7.3 Annual fees for a Card and Card replacement fees as prescribed by the Issuer from time to time shall be payable by the Cardholder when a Card is issued, renewed, or replaced by the Issuer, and shall be debited to the Card Account.

7.4 If the Cardholder's Charges exceed the Card Limit or the Card Account otherwise goes into debit, the Cardholder shall forthwith upon demand by the Issuer, pay to the Issuer the full sum by which the Card Limit is exceeded, failing which the whole amount outstanding in the Card Account shall become immediately due and payable. The Issuer may withdraw or cancel the Card and may utilize the security of the Cardholders to pay the exceeded Card over limit usage and/or may debit or cause to debit any other account maintained by the Cardholder with the Bank.

8. REPLENISHMENT

8.1 Cardholder may replenish the Card in accordance with his/her requirements subject to the minimum replenishment requirements as set out in accordance with the Fees & Tariffs. Fixed fee will be deducted from the Cardholder's Card Account for each replenishment regardless of the amount of the replenishment.

8.2 In the event of the Cardholder replenishing a Card Account the Cardholder shall provide to the Issuer on request the like information as is provided in Condition 2(1)(c).

9. LOSS OF CARD/DISCLOSURE OF PIN

9.1 If the Card is lost or stolen, if the PIN or Card number is disclosed to any other party, the Cardholder must immediately notify such loss to the Issuer and to the Police of the country where such loss or theft or disclosure occurred. Outside normal office hours, loss or theft of the Card or disclosure of the PIN must be notified to the Customer Service Center with contact information. If such notification is given by telephone, the Cardholder shall also give written confirmation within seven (7) days to the Issuer. The Cardholder will however be liable in respect of all Card Transactions until written notice has been received by the Issuer that a Card has been lost or stolen and/or that the PIN has become known to a third party.

9.2 The Cardholder will give the Issuer all the information in the Cardholder's possession as to the circumstances of the loss or theft of the Card or disclosure of the PIN and take all steps deemed necessary by the Issuer to assist the recovery of the Card. The Issuer may provide the police or any other authority with any information it considers relevant.

9.3 In the event of loss or theft of the Card the Cardholder shall be liable for the first EURO 170 per Transaction if unauthorized usage occurs. After notice of loss to the Issuer and/or the MasterCard Global Service Center and/or Visa International, Cardholder's liability ceases

9.4 The Cardholder shall remain fully liable for payment of all Card Transactions effected through the use of the Card by any person whether with or without the knowledge of the Cardholder and irrespective of whether the Transactions were authorized by the Cardholder or not.

9.5 In the event that the lost Card is recovered by the Cardholder, he shall not use the Card and shall return the Card cut in half immediately to the Issuer. The Cardholder shall not use the PIN after reporting the disclosure thereof to the Issuer.

9.6 The Issuer may in its absolute discretion issue a replacement Card for any lost or stolen Card or a new PIN on these Terms and Conditions. The Issuer will charge the Cardholder a replacement fee in accordance with the Fees & Tariffs for replacing a lost/stolen Card

9.7 In the event of loss or theft of the Card the Cardholder shall be liable for the first EURO 170 per Transaction if unauthorized usage occurs. After notice of loss to the Issuer and/or the MasterCard Global Service Center and/or Visa International, Cardholder's liability ceases

9.8 If the Customer discloses the Username and/or Password and/or PIN where applicable to any other party, the Customer must immediately notify such to the Issuer. The Customer will however be liable in respect of all Transactions until written notice has been received by the Issuer that the Username and/or Password have become known to a third party.

10. RENEWAL AND REPLACEMENT

The Issuer may, subject to satisfactory maintenance of the Card Account, automatically renew and replace any Card which has expired or has been lost on payment of renewal or replacement fees prescribed by the Issuer from time to time. The Issuer will deliver the renewed or replaced Card at least one week before the expiry of the present Card to the address notified by the Cardholder to the Issuer.

11. CANCELLATION

11.1 If the Cardholder wishes to cancel his/her Card this must be notified to the Issuer in writing and the Card returned to the Issuer cut in the middle.

11.2 Notification of cancellation must be given by the Cardholder to the Issuer at least one month before expiry of the Card. After the Card has been renewed the Annual Fee becomes non-refundable.

12. REFUND

* The Card Account will only be credited with refund in respect of any Card Transaction if the Issuer receives a refund voucher or other refund verification acceptable to it.

13. WITHDRAWAL/TERMINATION

13.1 The Issuer and the Bank reserves the right at any time to withdraw the Card at its absolute discretion and/or cancel or terminate or suspend the use of the Card entirely or in respect of specific facilities, or refuse to renew or replace any Card with or without prior notice.

13.2 The Cardholder may at any time by written notice to the Issuer terminate the Card Account. Such termination will only be effective upon the return to and receipt by the Issuer of all Cards issued for the Card Account. All use of the Card prior to the receipt of termination notice by the Issuer will be fully binding on the Cardholder.

13.3 The use of the Card will be terminated by the Issuer upon death, bankruptcy or insolvency of the Cardholder.

13.4 The Cardholder must return the Card(s) to the Issuer or its authorized Agent immediately upon termination of this Agreement.

13.5 Upon termination of the Agreement by the Issuer and the Bank or the Cardholder, the entire amount outstanding in the Card Account, together with any outstanding amount incurred by the use of the Card but not debited to the Card Account and all finance Charges and late payment Charges shall become immediately due and payable to the Issuer.

14. VARIATION OF THESE CONDITIONS

14.1 The Issuer and the Bank may from time to time vary these Terms and Conditions including the Fees and Tariffs by notice in writing or by publication by such means as the Issuer and the Bank may select. Such variations shall apply from the effective date specified by the Issuer and the Bank and shall be binding on the Cardholder.

14.2 If the Cardholder keeps or uses the Card after the effective date of variation, it will be deemed to constitute acceptance of the variations.

14.3 If the Cardholder does not accept the variations, he must terminate this Agreement by giving prior written notice to the Issuer and the Bank and return the Card(s) cut in half to the Issuer prior to the effective date and settle all his outstanding liabilities.

15. NOTICES

15.1 Any notice, demand or any other communication under this Agreement may be sent by ordinary post to the last known address of the Cardholder and shall be deemed to have been received by the Cardholder seven (7) days after the date of posting.

15.2 The Cardholder must promptly notify the Bank in writing of any change in his/her address or employment and the Bank will regard as valid the last and most recent address provided by the Cardholder.

15.3 Any instruction sent by the Cardholder to the Issuer and/or the Bank by facsimile shall be considered valid and the Issuer and the Bank may act upon such instruction. The Issuer and the Bank may use copies of facsimile transmissions as evidence in any Court of Law.

16. EXCLUSION OF LIABILITY

16.1 Neither the Issuer nor the Bank shall in any way be liable to the Customer:

(a) for any loss or damage if the Card is not honored or accepted by a merchant, or any other bank or financial institution, or any ATM for whatever reason.

(b) For any loss or damage due to or arising from any disruption or failure or defect in any ATM or machine or communication system or data processing system or transmission link or anything outside the control of the Issuer or the Bank.

(c) for non-receipt of goods and/or services

16.2 The Issuer and the Bank shall in no way be responsible for goods or services purchased by the Cardholder by use of the Card. Subject as stated in Condition 6.7 no claim by a Cardholder against a third party may be the subject of a defense or counterclaim against the Issuer and the Bank.

16.3 The Cardholder is required to pay all taxes as required by applicable law for use of the Card. The Issuer and the Bank assume that all funds used by the Cardholder to activate the Card including subsequent replenishment of the Card are after tax income and the Cardholder will hold the Issuer and the Bank harmless and fully indemnified against any and all legal issues that arise between tax authorities and the Cardholder.

17. GENERAL

17.1 Card Transaction vouchers (or sales vouchers) signed by the Cardholder will not be provided. Only in case of a dispute the photocopy or microfiche copy will be provided as documentary proof of debit, provided the Cardholder makes a written request within thirty days from the date of the Statement of Card Account and pays a fee. Copies of a signed voucher will not be provided at all for any purpose if the Transaction date is over forty-five (45) to ninety (90) days.

17.2 The Cardholder agrees that the Issuer and the Bank may at any time disclose and furnish any information as it deems fit concerning the Cardholder including but not limited to the account of the Cardholder under this Agreement to the Issuer or the Bank's associates, branches, agents, assignees or other parties in connection with the administration of the Card and to enable the Issuer and/or the Bank to enforce the Cardholder's obligations under this Agreement.

17.3 No failure to exercise and no delay in exercising on the part of the Issuer or the Bank of any rights, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights and remedies provided by law.

The Issuer shall have the right to check the credit standing of an Applicant (including a corporate Applicant) for the Card at any time without reference to him.

17.4 Any Card supplied by the Issuer under the present Terms and Conditions may only be used by the designated Cardholder whose name appears on the face of the Card.

18. DORMANT CARD ACCOUNTS

Where there are no Transaction for a period of 3 (three) months in a sequence a monthly dormancy fee of EUR 5 (five EURO) will be charged to the Cardholder. From thereon this fee will be charged to the Cardholder every 3 three months and will be terminated when Transactions will be resumed or the balance of the card account has reached the allowed minimum, at which time the card will be deactivated.

19. AUTHORITY TO ACCEPT TELEX, TELEPHONE, OR FACSIMILE INSTRUCTIONS

The Issuer shall have the right to accept and to execute instructions and/or give effect to requests to the Issuer, to enter into contracts with the Cardholder where such instructions and/or requests are given by telephone/facsimile ("Transmitted Instructions").

The Issuer may leave a message for the Cardholder to contact the Issuer on an answer-phone or facsimile machine or with the person answering the telephone.

The Cardholder agrees to the recording of telephone conversations in connection with any Transaction so the Issuer may have a record of the Cardholder's instructions, and occasionally monitored to enable the Issuer to maintain its service quality and that such recordings may be submitted in evidence to any court where such recordings are deemed legal in connection with legal proceedings for the purpose of establishing any matters relating to that Transaction.

If the Cardholder's Mandate permits Transmitted Instructions, the Issuer and the Cardholder will agree security procedures for authenticating these instructions before the Cardholder makes the first Transaction via Transmitted Instructions. The Cardholder agrees to keep all security procedures, codes and personal identifiers secret, never to disclose them to anyone and to take all reasonable care to prevent their unauthorised or fraudulent use. If the Cardholder keeps a written record of any code or personal identifier, the Cardholder must make a reasonable attempt to disguise it.

The Cardholder authorises the Issuer to act on instructions given by Transmitted Instructions, provided that the Issuer has followed the operational and security procedures agreed between the Issuer and the Cardholder, or required by the Issuer and advised to the Cardholder, whether or not such Transmitted Instructions were given by the Cardholder.

If the Cardholder knows or has any reason to suspect that someone else knows its codes or personal identifiers, the Cardholder must immediately telephone the Issuer. Until the

Cardholder does so, the Cardholder will continue to be liable for all Transactions. Unless it can be shown that the Cardholder acted fraudulently or with gross negligence or in breach of the security procedures provided herein, the Issuer will credit the Cardholder's account with the amount of any unauthorised Transactions carried out on the Card Account other than by the Cardholder after the Cardholder has notified the Issuer, and any interest or Charges made by the Issuer in relation to them.

The Cardholder assumes all risks involved in connection with any communications by telephone/facsimile whether the Cardholder or third parties and in particular (but without prejudice to the generality of the foregoing) risk due to errors in transmission, misunderstandings or errors on the part of the Issuer regarding the identity of the Cardholder, and the Issuer shall have no responsibility in respect thereof.

The Issuer shall have no duty or responsibility to (i) verify the accuracy of any signature on any facsimile or (ii) inquire as to the authority of any person purporting or claiming to be the Cardholder or any employee, attorney, agent or representative of the Cardholder.

The Customer shall indemnify the Issuer and keep the Issuer indemnified against any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications and any actions, proceedings, costs, claims and demands in respect thereof. The Customer agrees to perform and ratify any contracts entered into by the Issuer and/or any action taken by the Issuer as a result of any such communications made or purporting to be made by any attorneys, employees, agents or representatives of the Customer. The Customer also authorises the Issuer to debit any of the Customer's accounts in relation to any liability, losses, damages or expenses arising in consequence of acting in reliance on any such communications.

The Issuer may refuse to act on any instruction if:

(i) The Issuer doubts the authenticity of the instruction or does not consider it to be sufficiently clear; or
(ii) The Issuer believes that doing so might put it in breach of any irrevocable direction given to, or contractual obligation binding on, the Issuer; or

(iii) There are insufficient cleared funds available in an Account to meet the full cost of the instruction or such funds as may stand to the credit of an Account are insufficient after providing for the Issuer's right of set-off.

Absence of written confirmation of a Transmitted Instruction shall not in any way prejudice the Issuer's rights of recovery from the Customer.

To ensure international acceptability the Issuer reserves the right to transfer information confidentially to the Visa International Service Association or Europay International/MasterCard International and to other related organizations.

20. PRIVACY POLICY

20.1 The data is collected, transferred, processed and maintained by the Issuer and the Bank in accordance with the Processing of Personal Data Law 2001 of Cyprus and the Privacy and Electronic Communications (EC Directive) Regulations 2003. The Issuer and the Bank need to collect, use and disclose personal information to be able to operate and support its services.

20.2 By providing personal information to the Issuer and the Bank and by dealing with the Issuer and the Bank within the knowledge of these Terms and Conditions, the Issuer and the Bank will assume that the Cardholder have consented to the collection, use and disclosure of the Cardholder's personal information in accordance with these Terms and Conditions unless the Cardholder advise the Issuer and the Bank otherwise.

20.3 The Cardholder expressly consents to the transmission of the data to companies associated with the Issuer and the Bank which are situated within or outside the European Union, and the correlation and combination of the archives of data maintained by the Issuer and the Bank with any archive or archives of his personal data maintained by these associated companies. In these cases the Issuer and the Bank is obliged to ensure that the same levels of protections provided by European Law is maintained.

20.4 The Issuer and the Bank retain the Cardholder's personal information, including Transaction information for all of the Cardholder's Transactions, for fraud and security purposes, even after the Cardholder's Card Account is closed.

20.5 The Issuer and the Bank will not share any of the Cardholder's personal information with third parties except in the circumstances below:

1. The Issuer and the Bank disclose information in response to a warrant, court order, levy, order of a court-appointed receiver or other comparable legal process.

2. The Issuer and the Bank disclose information to the Cardholder's agent or legal representative.

3. For identity validation and verification purposes, the following information may be provided to Merchants to or from whom you transfer funds: name, Account number, jurisdiction, postal code, e-mail address, and/or IP address.

4. The Issuer and the Bank share the Cardholder's information with their holding, parent, subsidiaries or its affiliate banks to help coordinate the services the Issuer and the Bank provide to you and to enforce its Terms of Use.

5. In order to protect all our Customers against potential fraud, we verify with third party verification service providers the personal information you provide. In the course of such verification, we may also receive personal information about you from such service providers.

20.6 The Issuer and the Bank may in order to carry out the Cardholder's instructions accurately, to continually improve its services and in the interests of security, monitor and/or record the Cardholder's telephone call as with the Issuer and the Bank.

21. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the laws of Cyprus, except where and to the extent specifically stated otherwise.

22. LEGAL JURISDICTION

22.1 Legal proceedings against the Customer may be brought by the Issuer and/or the Bank in the Courts of any country wherein:

1. The Issuer and/or the Bank carries on business; or

2. The Customer is domiciled or resident or has its registered or other principal office or place of central management or control; or

3. The Customer and/or the Company carries on any business or has any property or assets.

22.2 Legal proceedings against the Issuer and/or the Bank may be brought by the Customer in the Courts of the country in and from which the Issuer and/or the Bank carry on business, namely the Republic of Cyprus.

