

## Terms & Conditions

### General Section

1.1. These Terms of HAWEX PLC, regulate relations between HAWEX PLC an electronic money agent incorporated in Malta with company number C94685 and whose registered office is at 6 Villa Gauci, Mdina Road, Balzan BZN9031, Malta, authorised by the Financial Conduct Authority as an Electronic Money Agent under the Electronic Money Regulations 2011 with reference number 902914, authorized by Malta Financial Services Authority with identification number HPLC2 under the Financial Institutions Act, chapter 376 of the Laws of Malta, (hereinafter referred to as Company) and individuals, corporate persons, personal companies and their analogues to whom the Company renders services, or who have applied to the Company for its services. The Company and the Client hereinafter are jointly referred to as Parties.

1.2. Upon entering into business relations with the Company, the Client certifies that it has studied the Terms, provisions of the respective agreements entered into with the Company, the Company's Fees and the general currency exchange rates set by the Company, agrees thereto and recognises the same as binding upon itself with regard to all Transactions.

1.3. The Terms shall constitute an integral part of all Transactions and agreements between the Parties. The Terms have the same legal force as other conditions of agreements concluded between the Parties. In case of any discrepancy between the norms of the Terms and the norms stipulated in any agreement between the Parties, the norms stipulated in the agreement between the Parties shall apply.

1.4. Current versions of the Company's Terms, Fees, general currency exchange rates and interest rates set by the Company are available for the Client at the Company's website [www.hawex.io](http://www.hawex.io)

1.5. The Parties shall be entitled to conclude Transactions electronically in cases and in accordance with procedures stated by the Company.

1.6. The headings and table of contents provided herein are for convenience of reference only and shall not affect construction or interpretation of these Terms.

### 1.7 Definitions

The terms listed below shall have the same meaning throughout this document.

Beneficiary or Beneficial Owner	The person concerned receiving all interest and other benefits resulting from the Transaction.
Card Account	The Card Account opened with the Company in line with these Terms
Cards	payment cards of MasterCard Worldwide international payment card organisations issued by the Company
Cardholder	an individual entitled to use the payment card

Charge	The remuneration for services rendered to the Client by the Company
Client	The clients of the Company to whom the Company provides its services in line with these Terms
Closely Related Clients	mean any persons to whom one or more of the following conditions apply: a. one of the persons controls, directly or indirectly, another person in connection with decisive influence, on the basis of an agreement on interest, concern agreement or similar relations; b. the persons are closely related to a person to which provisions a) of this paragraph applies; c. the persons have a common Beneficiary.
Company	Hawex Plc
Currency List	A list of currencies utilized by the Company
Current Account	The Current Account opened by the Client with the Company in line with these Terms.
European Commission	The European Commission of the European Union
Internetbank	<p>Internetbank means a system that allows Client to receive services provided by the Company via the Internet (through Website or mobile application) e.g. make fund transfers, pay bills, etc.</p> <p>Client can access the Internet Bank from a computer, tablet, smartphone simply through a browser.</p> <p>Internetbank considered to be secure communication channel between Company and Client.</p>
FATF	The Financial Action Task Force
FATF Monitored Jurisdictions	The jurisdictions being monitored by the FATF
Fees	The fees of the Company for the rendering of the services.
Financial Pledge	The pledge of the Client funds listed in clause 11.1 of these Terms.

Notices	The notices sent by the Client to the Company in terms of clause 8.1 of these Terms.
OFAC	The Office of Foreign Asset Control
Savings Account	The Savings Account opened with the Company in line with these Terms
Technical Overdraft	An overdraft for discharging the Client's payment obligations to the Company
Terms	These Terms and Conditions
Transaction	All transactions between the Client and the Company subject to these Terms
User	The authorized representative of the Client who shall be entitled to access the services on behalf of the Client.

## **2. Amendment of Terms**

2.1. The Company is entitled to unilaterally amend the Terms. The Company will notify Client of any such amendments to Terms at the Company's website [www.hawex.io](http://www.hawex.io) (publishing the text of the Terms). The Company shall be entitled to inform Client of such amendments to Terms individually by means of a respective notice via Internetbank.

2.2. Amendments to the Terms shall enter into effect and become binding upon Client on 31st day from the date of notification at the Company's website [www.hawex.io](http://www.hawex.io), unless such amendments to the Terms or legal enactments of the applicable law provide for a different term of entering into effect. Company shall not be responsible for the Client's losses or other expenses, should the Client fail to familiarize itself with amendments to Terms.

2.3. Amendments to the Terms shall not apply to the Transactions that have been executed and completed before the date on which amendments to the Terms enter into effect.

2.4. Should the Client fail to submit its objections to the Company before the day on which amendments to the Terms become effective, the Client shall be deemed to agree to amending legal relations between the Parties as stated in amendments to the Terms. Should the Client disagree to the amendments, it shall be entitled to terminate its business relations with the Company that are affected by the proposed amendments immediately, before the day on which amendments become effective, without penal sanctions applied. Should the relations be terminated, the Client shall submit all required documents to the Company and take all required steps to discharge the obligations arising out of the legal relations between the Parties.

## **3. Representations**

3.1. Client represents that:

- a. Client has full legal capacity and ability to act in order to execute and perform Transactions;
- b. Client has all rights, permissions, licences and authorisations in order to execute and perform Transaction;
- c. Transaction and all its consequences are binding upon the Client and do not cause infringements of the laws of England and Wales or the Laws of Malta or the laws of the place of performance of the Transaction;
- d. The Client shall be deemed to be the Beneficiary of the Transactions with Company unless the Client has supplied the Company with data on a different beneficiary of the Client.
- e. All information supplied by the Client to the Company, including information on its Beneficiary, activities, financial condition, and location, is true and is not misleading. All documents and Notices supplied by Client to Company are true and valid. Client has been informed of criminal responsibility for supplying Company with false information;
- f. The Client has not offered, promised or given something or any preference to any Company's employee, directly or indirectly, for the latter to act or abstain from any action in infringement of his duties;
- g. The Client is not engaged in money laundering, that is, concealing or disguising the criminal origin of funds or other estate obtained as a result of criminal offence, or in terrorism financing, and the Client's funds on deposit at the Company have not been obtained through unlawful means;
- h. The Client, the Client's authorised official or Beneficial Owner is not a citizen or resident of any FATF Monitored Jurisdictions, such as IRAN, Democratic People's Republic of Korea (North Korea), or any other country or territory when according to FATF or European Commission is considered or will be considered prohibited for cooperation. In case the Client, the Client's authorised official or Beneficial Owner is citizen or resident of FATF Monitored Jurisdictions or any of high risk third countries, designated by European Commission, Company AML department will take a decision regarding the possible termination with such a Client. If the Client, the Client's authorised official or Beneficial Owner is citizen or resident of countries or territories with military actions (e.g. war) or political instability, or client's business activity is located or related to countries or territories with military actions or political instability, the Company AML department will also need to monitor such a relationship with the Client for money laundering risks which may result in the termination of the Client.
- i. The Client, the Client's authorised official or Beneficial Owner or Client's related legal entity is not included in OFAC, United Nations, Malta Financial Services Authority, EU or HM Treasury's financial sanctions regime.
- j. the Client does not cooperate with the Iran, Democratic People's Republic of Korea (North Korea), or any other prohibited for cooperation country or territory included in financial sanctions regime, and does not cooperate with any individual or company included in the OFAC, United Nations sanctions, EU sanctions, HM Treasury's financial sanctions regime.
- k. Client is not a national or resident of Iran, Iraq, Democratic People's Republic of Korea (North Korea), Cuba, Syria or the Crimea region of the Ukraine, or any other country included in the OFAC, United Nations sanctions, Malta Financial Services Authority, HM Treasury's financial sanctions regime.
- l. the Client does not cooperate with the Iran, Iraq, Democratic People's Republic of Korea (North Korea), Cuba, Syria or any other country, individual or company included in the OFAC, United Nations sanctions, Malta Financial Services Authority, HM Treasury's financial sanctions regime.

3.2. The Client's representative, concluding the Transaction on behalf of Client, certifies that it is duly authorised and entitled to conclude the Transaction, sign documents of the Transaction, and carry out other actions required to perform the Transaction or related to the same. Should such

certification be false, the Client's representative concluding the Transaction on behalf of the Client assumes all obligations of the Client against the Company.

3.3. The Company shall be entitled to verify the representation and certification and other information supplied by the Client at any time. During such verification the Company is entitled to abstain from performing any Transaction with the Client.

#### **4. Client and its Representatives' Identification and Authentication**

4.1. Company shall identify the Client and its representatives, beneficiaries in accordance with the applicable law in relation to the prevention of Money Laundering and Financing of Terrorism and the requirements of the Company. During customer registration, customer must specify his valid phone number and valid e-mail address to receive confirmation code via SMS and confirmation link via e-mail to proceed with account verification. The Client shall be obliged to supply Company with requested information and documents that certify authenticity of supplied information.

During clients - individuals verification the Company shall request:

- i. Identification documents such as passports or ID cards (EU or European Economic Area)],
- ii. A photo of Client's facial image.

After the successful verification, the Client is assigned with following amounts limits: 1000 (one thousand) EUR on one payment, 5000 (five thousand) EUR on monthly turnover of incoming transactions, 15 000 (fifteen thousand) EUR on total turnover of incoming transactions. If Client also wants to order a payment card, the recent confirmation of the actual address (e.g. utility bill, bank statement, bank reference letter, etc.) will be requested. Actual address confirmation document must be dated within last 3 (three) months from the document uploading date. If Client wants to increase limits, he will be asked to specify reasons for limits increasing in the Internet bank and to provide the source of funds confirmation and actual address confirmation document, if the documents were not provided before.

If customer incoming transaction turnover exceeds 15 000 (fifteen thousand) EUR, source of funds confirmation and actual address confirmation document will be requested by the Company. Source of funds confirmation is, but not limited: pay slips, tax declaration, bank statements (with incoming payment partners and transactions details specified) etc. Depending on client registration country, additional questions regarding verification may be requested by the Company AML department.

For customers - legal entities verification the Company shall request from the Client:

- i. Legal entity foundation documents (e.g. Certificate of Incorporation, Articles of Association and any other document which may be requested at the discretion of the Company);
- ii. Legal entity status confirmation documents (actual statement from business register, certificate of good standing, certificate of incumbency);
- iii. Legal entity's authorized representative identification document ;

- iv. Authorized representative selfie (where Client's authorized representative is holding the identification document);
- v. Authorized representative recent confirmation of the actual address (e.g. utility bill, bank statement, bank statement, bank reference letter, etc.) and;
- vi. Representative authority confirmation documents.

During legal entity verification all Beneficial Owners and authorized officials must be also verified. For Beneficial Owners and directors (or other authorized officials) verification, the Company asks to upload;

- i. Each person's ID documents ; and
- ii. Actual address confirmation documents (e.g. utility bill, bank statement, bank reference letter, etc.). Actual address confirmation document must be dated within last 3 (three) months from the document uploading date.

Depending on legal entity complexity, additional questions regarding verification may be requested by the Company AML department which documents shall be requested at the sole and absolute discretion of the Company.

4.2. The Client shall be entitled to remotely enter into Transactions or submit Notices by using the authentication means issued by the Company (hereinafter referred to as the authentication means) following the procedure set by the Company.

4.3. In these Terms, according to the context, the authentication means shall denote any or all of the following: the Internetbank user ID and password, authorization tools, authorization codes, mobile device unique identifier, Current Account password, payment card password, and other data used for the Client authentication pursuant to these Terms.

4.4. The Company shall make the authentication means available to the Client or the Client's representative authorized to act on behalf of the Client according to the Client's power of attorney submitted to the Company, who shall be the User. If the same individual is both the User and the Client or the User is the authorized representative of the Client-legal entity, the Company shall authenticate such User as the Client proper.

4.5. The Client and the User recognize that any Transaction or Notice confirmed by using the authentication means of the User shall be true and binding upon the Client, the User, and the Company, as well as shall have equal legal force as a Transaction or Notice bearing manual signature.

4.6. If the authentication means issued to the Client or the User become known to a third party, the Client shall be responsible for all consequences until the moment of notifying the Company of the same in accordance with the form and procedures set by the Company.

## **5. Confidentiality**

5.1. Company acknowledges that all information related to Client, the Transaction and Client's relations with third persons, and supplied by Client to Company, is confidential and shall not be disclosed to third persons without Client's consent, except the information that:

- a. Is publicly available, or
- b. Is disclosed to an assignee on the rights of claim assigned, or is disclosed to third parties with regard to entering into partnership agreements or other financing agreements, or

- c. Is required for financial institutions involved in execution of the Transaction applied for by Client, at their request, or
- d. Might be an evidence of a criminal offence or the Client's breach under Transactions, or is necessary for detecting and investigating such, or
- e. Is disclosed to third parties that supervise and audit the Company's operations, or
- f. is provided to competent authorities of the United Kingdom, Malta, the European Union or other states for performing their functions pursuant to legal enactments, or
- g. Is provided to tax administration authorities of the United Kingdom, Malta, the European Union, or other states, pursuant to provisions of the cooperation agreements made between the Company and the tax administration authorities of the said states;
- h. Is provided to the Company's outsource service providers, personal data operators and attorneys, or
- i. Is provided to the Company's cooperation partners that provide services to the Company or with whom the Company otherwise cooperates for the sake of execution of the Client's Orders, the Company's transactions or functions, or for complying with the requirements set forth in the applicable legal acts, or
- j. Is provided to foreign supervisory institutions pursuant to the provisions of applicable legal acts, or
- k. Is provided to foreign tax administration authorities pursuant to the provisions of applicable legal acts, or
- l. Is provided to the court, court of arbitration, or for the sake of out-of-court dispute resolution pursuant to the provisions of applicable legal acts, or
- m. Was provided at the Company's discretion with regard to the Client or the persons related to the same, following the request from a correspondent bank located outside the European Union and involved in execution of the Client's payment order, or
- n. Is the Client information (name, surname, identity No., and other identification data of the Client) supplied to the beneficiary of the payment applied for by the Client, according to the requirements of the payment processing schemes. The Client consents that on the instances mentioned in subparagraphs c–m of this paragraph 5.1, the Company shall be also entitled to transfer information outside the country, complying with the procedure set forth in the applicable normative acts.

5.2. Confidential information is the Company's secret and is not to be disclosed. Confidential information may only be disclosed in compliance with the applicable law and these Terms.

5.3. The Client shall agree to the Company being entitled to record and keep all intercommunication without prior notification and to unilaterally choose technical means for recording the same. The Client shall agree to the Company being entitled to use intercommunication records as evidence for protecting its interests in settling disputes and in court.

The Company shall not be obliged to store intercommunication records for the benefit of the Client.

## **6. Proxy**

6.1. The Client shall be entitled to authorise a third person, including another Client of the Company, provided the Company's prior written consent is obtained, to perform a Transaction on behalf of the Client. Such authorisation shall be executed in writing, with the Client making such authorisation in accordance with the Company's requirements. Company shall be entitled to refuse to conclude a Transaction with Client in case such authorisation is executed in default of the Company's requirements, or Company has reason to believe such authorisation is not valid. Company shall verify execution of the authorisation, however Company shall not be responsible for other conditions of validity.

6.2. A power of attorney submitted to Company shall be considered valid in relations between Client and Company until the moment when Client submits a written revocation of such power of attorney to the Company. The rights of representation or attorney of the Client's representatives are revoked from when the Company accepts such revocation submitted by the Client, or validity of such power of attorney expires. Company shall not be responsible for losses or other additional expenses of Client, where a power of attorney is revoked and the Company has not been notified accordingly in writing. Where a Client's representative acts on the basis of substitution of Client's representative (assignment), powers of such Client's representative shall be considered extended, if the powers of the primary attorney has been extended, or where a power of attorney of similar content has been issued to the primary attorney and the assignment has no stated term of validity.

6.3. Client is obliged to ensure in compliance with Company requirements that Company is in constant possession of documents certifying powers of the Client's representatives to act on behalf of the Client and identifying the Client's representatives. Unless Client supplies Company with such documents, Company shall be entitled to immediately refuse to perform the Transaction in whole or in part.

6.4. Where another Client of the Company is authorized to perform the Transactions on behalf of the Client, the representatives of such attorney shall be entitled to act on behalf of the principal, according to the card of specimen signatures submitted to the Company by the attorney.

6.5. In case the Client's outstanding payment liabilities to the Company arising out of the Transactions between the Client and the Company become due, the Company is authorised to perform any of the actions listed below, at the Company's discretion without incurring any liability of any kind towards the Client:

- a. Debit the amount of funds required for discharging the Client's liabilities to the Company from any account of the Client with the Company;
- b. Perform currency exchange Transactions with regard to the funds on any account of the Client with the Company;

## **7. Data of an Individual**

7.1. If Client, the Client's representative or Beneficiary are individuals, the Client, the Client's representative and Beneficiary, establishing business relations with Company, agree that Company is entitled to process all personal data of Client, the Client's representative and Beneficiary in accordance with provisions of the applicable law, including person's identity data. The reason and purpose of processing of personal data is for use in the needs of rendering the Company's services



and ensuring of Company's activities and performance of the Company's functions. Company shall be entitled to request, to receive and to process personal data of Client and the Client's representative from other sources, including from private systems for personal data processing and those of government and municipal institutions.

7.2. In cases of disclosure of Client's information stated in these Terms, the data of individuals available to Company may be disclosed to third parties that render services to the Company or represent the Company's interests, entrusted by the Company with fulfilment of liabilities stated in these Terms, or with whom the Company otherwise cooperates in securing its activities and performing its functions. The Client, Client's representative and Beneficiary shall agree to persons that are provided individuals' data on instances of disclosing the Client's information pursuant to these Terms being entitled to process all personal data of the Client, Client's representative and Beneficiary, including sensitive data and person's identity numbers.

7.3. An individual on written application to Company is entitled to review such individual's processed personal data available to Company and the individual may amend or correct same according to normative acts applicable on protection of personal data of individuals.

7.4. If Client and the Client's representative are individuals, Company is entitled to use available personal data of such Client and the Client's representative, in order to supply Client orally, by post or by electronic means with information on Company's products and services.

## **8. Notices and Information Exchange**

8.1. Unless specific requirements or restrictions are set forth in the Special Section of the Terms below, any information, orders, applications, instructions, notices, complaints and requests arising out of the business relations between the Parties may be submitted in person, sent in writing through a postal operator, subject to the Company's prior consent also in electronic form —by e-mail, via the Internetbank.

A Notice sent by the Client to the Company by e-mail pursuant to prior arrangement with the Company shall be valid only provided the same contains the Client's authorization code calculated according to requirements of the Company or the Notice is signed with a secure electronic signature. Use of Internetbank is governed by section 17 of these Terms. Notices to the Company may be delivered orally as well in cases explicitly stated in these Terms or on instances defined as mandatory in the applicable law. All Notices submitted to the Company shall be completed without corrections, deletions, erasures or lapsus calami, and shall be clearly legible and complying with the requirements set herein. All Notices shall bear the Client's own signature, be signed with a secure electronic signature or confirmed with the Client's authentication means ensured by the Company, unless stipulated otherwise in the Special Section of these Terms.

8.2. Notices to the Company that are sent through a postal operator shall be sent to the registered address of the Company, and those shall be deemed received by the Company upon they are recorded in the Company's document registry. Notices by the Client sent by e-mail shall be deemed received by the Company after the Company confirms their receipt. Notices to the Client shall be sent through a postal operator to the Client's registered address (for legal entities) or residential address (for individuals), or to another contact address last communicated by the Client. The Company shall not be responsible for losses or expenses incurred by the Client or a third party in case the Client has not notified Company of change of address for sending of Notices, or has provided inaccurate or incorrect address designated for sending the Notices, and consequently has not received the Notices from the Company, or has not received them in due time. The Company shall also be entitled to send Notices to the Client following some other procedures set by the

Company, including communicating them via the Internetbank or other electronic means and orally.

8.3. If a Notice is sent to the Client through a postal operator, the same shall be considered received on the third working day after service to the postal operator, regardless of its actual receipt. In case a Notice is sent to the Client by electronic means of communication, the same shall be considered received at the moment of being sent, regardless of its actual receipt. The Company shall not be responsible for losses or other additional expenses of the Client, which the Client may sustain due to transmission failure, delay or misuse of information. The Client authorises all its representatives, as well as other persons being at the address where the Notices are sent to, to receive such Notices. In case any such authorised representative receives a Notice, the Client shall be considered to have received such Notice. The Company is entitled to record oral Notices. The Client acknowledges such recordings of the Company to constitute written Notices received.

8.4. Company's seal and the signature of Company's employee on Notice submitted by Client constitutes acceptance of such Notice for processing but does not trigger Company liability for execution of Notice. Execution of the Transaction is only evidenced by the Transaction being booked to the Client's account or by a confirmation of its execution processed by the Company.

8.5. Notices in English or Russian languages only shall be legally valid. The Client shall agree on the language for receiving Account statement or the Client's Notice which shall be the language in which such communication shall be received. In case receipt of Account statement has not been applied for, the Company shall be entitled to send Notices to the Client in the language of the Client's Notice submitted to the Company. Client is obliged to make a Notice clear and certain. Company is entitled to refuse to execute an unclear Notice at its own discretion in full or partially. In case figures in the Notice are stated both in words and in numbers simultaneously, figures stated in words are valid in case of discrepancies.

8.6. If Company considers there to be potential inadequacies in the Client's Notice, including with respect to its authenticity or validity, or has doubts concerning the document content, the Company is entitled to request that the Client should repeat the Notice according to the form specified or request that the Notice should be translated into the English language and legalised. The Company is entitled to refuse execution of the Notice until a repeat Notice is received.

8.7. The Client's order submitted to the Company is valid for 6 Company days of the Company from the date of submission of such order to the Company.

8.8. Unless stated otherwise in the Special Section of these Terms, the Company shall process Notices on working days of the United Kingdom and Malta (that is on all days except Saturdays, Sundays and holidays) during the Company normal working hours (hereinafter referred to as the Company day). If the Company has accepted a Notice at any other time, the following Company day shall be considered the date of acceptance of the Notice for execution.

8.9. The Company shall be entitled to send on its own initiative any Notices to the Client about services provided by the Company via texts (SMS) or e-mail to the Client's mobile telephone numbers and e-mail addresses confirmed by the Client, also signing the Notices with a secure electronic signature.

## **9. The Client's Obligation of Cooperation and the Compliance Requirements**

9.1. The Client is obliged to immediately notify the Company of changes in personal and registration data of the Client and its representatives, data of identity documents, address, other

contact information, legal capacity and ability to act, important changes in its financial condition, as well as of amendments to or termination of powers of attorney submitted to the Company, and of the Transaction Beneficiaries. Such obligation of notice shall apply even if changes in Client information submitted to the Company are included in public registers.

9.2. The Company shall provide the Client with all information on the Transactions booked to the account through access to an electronic account report in Internetbank. The Client shall be entitled to receive other types of account statements or reports by special request, paying the Charge stated in the Fees.

It shall be the Client's sole responsibility to monitor Transactions booked to the account and check whether they correspond to those actually performed. The Client shall agree that for the purposes of these Terms an account statement / report shall be deemed a primary evidence of the Transactions performed by the Client, constituting sufficient grounds for ascertaining the respective fact. The Client shall agree that, unless stated otherwise herein, should the Client fail to immediately, within ten (10) calendar days from the date of receipt of the statement / report inform the Company of deficiencies, the Client shall be considered to have confirmed that the account statement / report are correct and complete. Immediately replying to the Company's request, the Client shall supply the Company with all documentary evidence of, and information on Transactions booked to the account, those Transactions actually performed, and any Transactions not authorized by the Client.

9.3. If Client's account has been credited with funds or financial instruments through Company's error, Company shall be entitled to debit Client's account with such funds or financial instruments without acceptance.

9.4. The Parties agree that Clients are not entitled to assign their claims against Company to third persons without Company's written consent.

9.5. The Client shall be obliged to inform the Company of any facts and events known to the Client that may be an evidence of and/or lead to unfair gain for the Client and/or cause losses for the Company.

9.6. For the prevention of money laundering, terrorism financing, and violation of sanctions, the Company shall be entitled to request information and documents from the Client;

- i. On the Client,
- ii. The Client's representatives,
- iii. Its Beneficiary (also on economic and personal activities, financial status, and source of funds),
- iv. Purposes
- v. The Beneficiary of the concluded, contemplated, or revoked Transactions
- vi. Any other information as required.

It shall be the Client's obligation to supply the Company with requested information and documents.

9.7. The Client will be informed about the determination of the tax residence of the Client and its Beneficiary as well as the classification of the Client (active or passive nonfinancial organization, financial institution, international organization, or central bank) done by the Company. The Client shall also be informed on the reporting on the Client's accounts and Beneficiary to the relevant tax authorities, unless prohibited by law, performed by the Company on instances set forth in external

normative acts. The Client shall supply up-to-date and complete information about the tax residence of the Client and its Beneficiary and classification of the Client on the Client's own initiative and following the Company request.

9.8. The Client shall be liable for the losses that might be incurred by the Company where the Client fails to timely provide up-to-date and complete information on the Client's own initiative or following the Company request, due to which the tax residence of the Client and Beneficiary and classification of the Client are not determined properly and incorrect or unnecessary information about the Client or its Beneficiary is supplied by the Company to the HM Revenue and Customs.

## **10. Charges. Payments to the Company**

10.1. Client shall pay the relevant Charges to Company according to the procedures and to the amount stated in the Terms and the Company's respective Fees stated at the Company's website [www.hawex.io](http://www.hawex.io) Depending on the type of commercial activity and turnover of the Client other fees may be applied than those stated at the Company's website [www.hawex.io](http://www.hawex.io)

The Fees that are valid as of the time of rendering the service shall set the amount and procedures of payment of the Charges. The Company shall be entitled to unilaterally amend the Fees. Such amendments shall enter into effect on the 31st day after adoption of same, unless the amendments or the applicable law states otherwise. The Company shall inform the Client of amendments to the Fees by means of publication at the Company's website [www.hawex.io](http://www.hawex.io). The Company shall additionally inform the Client individually of the amendments to the Fees on instances stipulated in the applicable law only. The Company shall also be entitled to inform Client of amendments to the Fees individually by means of a respective notice via Internetbank. Should the Client fail to submit its objections to the Company before the day on which amendments to the Fees become effective, the Client shall be deemed to agree to those amendments.

Should the Client disagree to the amendments, it shall be entitled to refuse being rendered a corresponding service by the Company and to terminate its business relations with the Company that are affected by the proposed amendments immediately, before the day on which amendments become effective at the latest, without penal sanctions applied. Should the relations be terminated, the Client shall submit all required documents to the Company and take all required steps to discharge the obligations arising out of the legal relations between the Parties.

10.2. The general currency exchange rates and reference interest rates (the rates used by the Company to calculate the interest applicable to the Transaction, which the Client can check using publicly available source) set by the Company shall not be included in the Fees and shall be stated at the moment of rendering the respective service. Unless stated otherwise in the agreements between the Parties, the Client consents that the general currency exchange rates and reference interest rates set by the Company may be changed any time without prior notification, also during the Company day, considering currency exchange rate and reference interest rate fluctuations in financial markets. Those amendments shall become effective upon the Client is notified about them, i.e. upon publishing the changes at the Company's website [www.hawex.io](http://www.hawex.io). The Client shall agree that the general currency exchange rate published by the Company may differ from the currency exchange rate applied to a particular Transaction, and the Company shall be entitled to inform the Client of the same only after execution of the Transaction by means of account statement / report. The Client is required to familiarize itself with the Fees, currency exchange rates and reference interest rates before applying for any service with Company. Company is entitled to unilaterally state and cancel discounts for Client. Company is entitled to state the

Charges for services that are not included in the Fees at its own discretion. Such Charges are valid from the moment when the Client receives a respective Notice.

10.3. The Charges must be paid before execution of the service, unless Company has stated different procedures of payment of Charges. Unless Client has paid Charges to Company for Company's service, Company is entitled to cease rendering such service to Client or refuse rendering the service without any notice. If Company terminates or refuses rendering the service to Client because of the reasons mentioned in the previous sentence, Company shall not be responsible for Client's losses or other additional expenses of Client. The Company shall be entitled to continue rendering the service at the Company's own discretion in case the Client has not paid the Charges for the Company's service, the Company consequently acquiring the corresponding rights of claim towards the Client of the amount equal to the Charge.

10.4. If taxes, duties or similar payments are levied on Charges, the Company shall be entitled to withhold such payments from the Client, with the Charge amount being increased accordingly.

10.5. Company is entitled to debit any account (Client's Current Account is the first to be debited unless the terms of the Special Section of the Company's Terms provide otherwise) of Client with amount of any claim due under the Transactions the Client applied for (including amounts of payments applied for by the Client, Charges, forex transactions, taxes, duties, etc.) that the Client has undertaken to perform and/or Company is entitled to under the Terms without acceptance by Client. Unless a sufficient balance in the payment currency is available in Client's account at the moment when such payment is to be made, Company shall be entitled to debit the amount of its claim in a different currency at the general currency exchange rate stated by Company effective as of the moment of debiting the claim amount.

Unless a sufficient balance for making the payment is available in the Client's account at the moment when the payment is to be made, the Company shall be entitled to grant credit to the Client equal to the amount required for making the payment following the provisions of Special Section of the Terms (section 19 of the Terms ) or to immediately debit the amount of its claim upon the Client's account balance is sufficient for making the payment, and this being the case, the Company shall be entitled to debit the claim amount according to the Fees effective as of the moment of debiting the claim amount. If the amount paid by Client is insufficient to satisfy all claims of the Company, the claims shall be satisfied in accordance with procedures stated at Company's discretion, including procedures for first repaying less secured liabilities, and also ensuring that claims arising out of the same liability are first raised with regard to payment of overdue interest on the capital use, then payment of interest on the capital use, then discharge of the principal liability, and then payment of penalty.

10.6. If Client defaults on its liabilities against the Company in full or in part, or if Client's insolvency proceedings, legal protection proceedings or Client's liquidation process has been initiated, Company shall be entitled to use Client's funds available at Company for decreasing the amount of the Client's liabilities or discharging those completely.

10.7. Prior to the beginning of the Transaction, Client can see an updated currency exchange rate in its profile and, by accepting the Transaction, Client shall simultaneously agree with this currency exchange rate.

## **11. Security of the Company's Claims against the Client**

11.1. All Client's funds (money, etc.) and/or the Client's rights of claim on repayment of such funds against the Company, that are or will be held in the Client's accounts with the Company,

shall serve as financial collateral for the fulfilment of obligations of the Client and its closely related Clients (paragraph 11.3 of the Terms below) against the Company and shall be pledged with Company as a the Financial Pledge. Financial Pledge shall secure all obligations of Client and its closely related Clients (paragraph 11.3 of the Terms below) against Company, including future obligations. Company shall only be liable for losses caused to Financial Pledge by Company's wrongful intent. Company shall be entitled to use Financial Pledge and its future parts thereof as security. Remuneration for such use shall be paid by Company, in case it is provided for in Fees.

11.2. Company shall be entitled to satisfy all Company's claims against Client by enforcing the Financial Pledge even before due date of performance of obligations and without any prior Notice to Client on the following instances:

- the Client, a Client closely related to the same, or another Client, in respect of obligations of which surety is provided for, defaults on its obligations to the Company in full or in part, or
- the Client or the person acting as a surety in respect of the Client's obligations has filed an application for initiating legal protection proceedings of the Client, or
- insolvency proceedings of the Client or the person acting as a surety for the performance of obligations of the Client have been initiated in accordance with the procedure specified in normative acts, or
- reorganization or liquidation process of the Client or the person acting as a surety for the performance of obligations of the Client have been initiated,
- restrictions are set on the rights and activities of the Client rendering financial, management and/or insurance services or the rights and activities of the person acting as a surety in respect of the Client's obligations and rendering financial, management and/or insurance services, including complete or partial suspension of the rendering of financial services, appointment of the authorized person of supervisory authority, or licence cancellation, or
- in accordance with provisions of special sections of these Terms.

In cases where Financial Pledge constitutes funds, Company shall be entitled to debit (transfer) the amount due from any Client's account with Company or from funds otherwise due to Client. Financial Pledge in possession of Company shall be considered to have been transferred to Company in connection with all Company's claims against Client, Client's debt to Company and subsequent debts of Client to Company are payable from such Financial Pledge, and Company is entitled to exercise a lien upon the Financial Pledge and to alienate or use it without any Notice or special reminder to Client. Company shall be entitled to exercise detainer rights on Financial Pledge. Company shall be entitled to use Financial Pledge replacing it with a pledge of equal value.

11.3. Client is jointly responsible for all liabilities to the Company of other Clients who are closely related to Client, as the debtor proper. The Client is liable for the liabilities of Closely Related Clients, if such Clients were closely related at any moment during the period of time of the existence or continuation of such liabilities.

11.4. The provisions of this section concerning the security of the Company's claims against the Client shall not restrict the Company's right to exercise the power set forth in clause 6.5 of the Terms above.

## **12. Responsibility**

12.1. The Party at fault for default of the term of any payment shall pay to the other Party a penalty of one tenth per cent of the outstanding amount per day of delay, however not more than ten per cent (10%) of the outstanding amount, unless stated otherwise in the normative acts, Fees or other section of the Terms with regard to the respective financial service. Payment of the penalty shall not release the Parties from the requirement of fulfilment of their liabilities not discharged in due time or unduly discharged timely.

12.2. Payment of the penalty shall include reimbursement for all the Client's losses. The Company shall be responsible for losses of the Client sustained in connection with the Transaction between the Parties, only if such losses are due to Company's wrongful intent. In case of Company's wrongful intent, Company shall only reimburse Client for direct losses sustained.

12.3. Company shall not be responsible for default of its liabilities in whole or in part, provided such default has arisen due to circumstances beyond the Company's control, including acts of terror, war, fires, explosions, civil unrest, strikes, acts of God, acts issued by government institutions, actions of third persons, break-downs, faults or errors of computers or other means of communication.

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

12.5 Without prejudice to any other provision contained in these Terms, the Company's total liability for any one breach under these Terms shall in no event exceed the amount of Fees charged in one (1) calendar year.

## **13. Termination and Restriction of the Transaction**

13.1. Unless stated otherwise in the agreement between the Parties or in these Terms, any agreement entered into by the Parties shall be deemed to be of indefinite duration.

13.2. Each Party hereto shall be entitled to unilaterally terminate all or individual contractual relations existing between the Parties hereto, servicing a Notice of termination of contractual relations stated therein to the other Party hereto at least thirty (30) calendar days before the date of termination of such contractual relations, unless stated otherwise or in special conditions and in other laws.

13.3. The Company shall be entitled to unilaterally refuse, or abstain from, execution of a Transaction in full or in part, suspend or terminate any Transaction, change the term of executing the Transaction, set restrictions on any Transaction, inter alia, freezing or attach the funds and assets, limiting the availability of the Company's products or services to the Client, as well as restrict, suspend or terminate any contractual relations with the Client without serving a Notice to the Client and without reimbursing the Client for any losses or additional expenses in the following cases:

- a. The Client has defaulted on the present Terms or the Client's certification appears to be false;
- b. A person who is not validly identified or authorised is suspected of acting on behalf of the Client;

- c. Suspected involvement of the Client in money laundering, terrorism financing, or attempted money laundering or terrorism financing;
- d. Fraud is suspected or the Client is suspected to allow a legally punishable, dishonest or unethical action, or if the Company has reason to consider that further cooperation with the Client is to the detriment of the Company's honor, credit or reputation;
- e. Suspicion of the death of a Client who is an individual or liquidation of a Client who is a legal entity;
- f. The Client fails to supply the Company with the requested information and documents in the cases specified in paragraph 9.6 of the Terms above, or the Company suspects such supplied information or documents to be inconsistent with actual circumstances;
- g. It is conditioned by the necessity to meet the requirements of the financial institutions or organizations involved in execution of the Transaction applied for by the Client;
- h. The Transaction is suspected to result in direct or indirect violation of sanctions set by the United Kingdom, Malta, the European Union, the United Nations Organization or other international organization whose recommendations, the Company is obliged to follow;
- i. The Transaction contradicts the Company's internal Client or risk management policies;
- j. The Client cancels the use of the Internetbank.
- k. The Company considers the same to be necessary in order to secure the Company's right to the Financial Pledge (incl. Exercising of the Financial Pledge);
- l. The Company considers some default on the Client's obligations to have occurred or to possibly occur.

13.4. Company is entitled to close unilaterally without prior notice the Client's account if the Client does not utilize its account for Transactions for more than six (6) months in succession.

13.5. Termination of the agreement entered into by the Parties shall not entail termination of their non-discharged obligations established before the agreement termination. All non-discharged obligations of the Parties established before terminating the agreement shall be discharged in accordance with the Terms and provisions of the agreements entered into.

In case of terminating the agreement:

- a. In the case of Transaction entered into by the Parties, regardless the reasons for such termination, the Client shall be required to adhere to all obligations arising out of the agreement
- b. In the case of Transaction being terminated, the relevant Charges shall become due, and the Client shall be obliged to pay Charges, cover incurred losses and discharge all obligations that arise out of the agreement
- c. In the case of Transaction being terminated in full to the Company, the Client shall remain liable to comply with the provisions of the agreement and these Terms, as well as to provide adequate collateral, if so requested by the Company.

The Client shall be obliged to discharge the obligations assumed by the Client pursuant to the agreement, Transaction provisions and these Terms also after termination of the agreement or Transaction, until the Client's obligations to the Company are discharged in full, and shall also pay the Company a penalty or overdue interest for delaying payments under the Client's principal obligation in accordance with these Terms. Documents submitted by the Client for the sake of



conclusion of an agreement or Transaction and performance of the Company's operations shall not be returned to the Client.

13.6. In the event of the death of the Client, the Company shall be entitled to abstain from execution of the Notices of the Client's representatives for the purpose of protection of the Client's estate. Where the Client's Beneficiary has died and the Client fails to provide the information and documents about the new Beneficiary or about an uncompleted inheritance process to the Company, the Company shall be entitled to abstain from execution of the Client's Transactions. The heirs shall be obliged to submit a document certifying their respective rights to the Company in order to dispose of the deceased Client's estate, as well as shall provide instructions on further disposal of such estate.

13.7. The Client shall discharge all liabilities arising out of the contractual relations with the Company on the day of terminating the contractual relations at the latest.

13.8. If the Client's account with the Company is closed following the Company's initiative or the Client fails to supply the Company with instructions on transfer / outpayment of the account balance, the account balance shall be kept with the Company, no interest shall be accrued on the same, and, in line with the Terms, the account balance shall be paid out upon the Client's request pursuant to the respective application made in accordance with the Company's requirements. The Company shall be entitled to withhold charge for keeping the account balance after the account closure in accordance with the Rates and Charges. Before paying the balance out, the Company shall be entitled to perform identification of the Client following the procedure set forth in section A4 above.

#### **14. Applicable Legal Enactments and Procedures of Disputes Resolution**

14.1. Business relations between the Parties shall be subject to the legal acts of the United Kingdom, Malta and the European Union, international banking practice and customary practices. The Company shall apply special legal norms set forth in the normative acts on consumer rights protection to business relations with the Clients that are recognised as consumers under the normative acts on consumer rights protection applicable in the United Kingdom.

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

14.3. Any Client grievance or claim (hereinafter referred to as Claims) against the Company shall be resolved out-of-court on the following basis: a. the Client shall address its Claim to the Company; b. the Company shall register the Client's Claim and consider the same within thirty days of submission of such Claim and all documents requested by the Company in this connection. However, should preparation of a response require additional time, the Company shall be entitled to extend the term of the Claim consideration, notifying the Client accordingly.

14.4. Any dispute, discord or Claim ensuing from business relations of the Parties hereto, or the default, termination, lawfulness, validity or translation thereof shall be resolved at the discretion of the claimant at the courts of Malta.

14.5. Should any clause of these Terms become void because of amendments to the normative acts, the other clauses of these Terms shall remain in full force and effect, and this being the case the Parties shall apply the Terms in accordance with the requirements of the effective normative acts.

## **Special Section**

### **15. Terms of the Current Account**

#### 15.1. Application

These Terms of the “Current Account” shall apply, where Client has applied for opening of a current account with Company or a current account is opened for Client with Company

#### 15.2. Opening a Current Account

Based on the Client's application for opening of a Current Account, the Company shall open a multicurrency Current Account for the Client in currencies stated in Company Currency List. The Current Account agreement, constituted by the Client's application for Current Account opening and the Terms, shall be considered concluded from the moment of opening such Current Account. The Current Account shall be deemed opened from the moment a confirmation of the Current Account opening is issued to Client by the Company. The Company shall be entitled to reject opening a Current Account for the Client, based on information available to the Company. This being the case, the Company shall not be obliged to explain reasons for rejection to the Client.

#### 15.3. Transactions in the Current Account

15.3.1. Should the Client identify incompliance between the Transactions booked to the account and those actually performed, or the Transactions not authorized by the Client, the latter shall immediately, but not later than within thirty calendar days after the date the Transaction has been booked to the account (or the date the Transaction was supposed to be booked to the account), notify the Company accordingly by submitting a claim to the Company in the form and according to the procedure prescribed by the Company.

15.3.2. Pursuant to the instances and procedures stipulated in the applicable law, the Client that is recognized to be a consumer under the normative acts on consumer rights protection applicable shall be entitled to be reimbursed for losses, provided that immediately upon having detected an unauthorized Transaction, but not later than within the term stipulated in clause 15.3.1. above, the Client informs the Company of the same, complying with the procedures set forth herein. The Company shall reimburse the losses by refunding the Transaction amount or, if applicable, by restoring the Client's Current Account balance to be equal to that before performing an unauthorized Transaction. The Company shall not reimburse the Client for losses if the Client has performed unlawful acts or violated some of the provisions of these Terms intentionally (deliberately) or due to gross negligence, and also in cases where the Client was able or should have been able to anticipate losses, but failed to ensure security of the funds held in the Current Account, inter alia, to set limits on the Transactions under particular products of the Company or to apply for blocking of the accounts.

15.3.3. Unless it contradicts the special legal norms on consumer protection applicable, the Client shall assume the liability for all losses arising out of an unauthorized or erroneously performed Transaction, where the same is due to the authentication means being lost, stolen, or possessed by third parties in other unlawful way, unless the Company's fault is detected.

15.3.4. The Company shall be entitled to request the Client to provide a special confirmation of the Transaction in the Current Account that has not been applied for personally by the Client or its representative and the Company has doubts with regard to the Transaction being confirmed (authorized) by the Client. The Company shall be entitled not to execute such Transaction until a

special Client's confirmation of the Transaction, meeting the Company requirements, is received by the Company. This being the case, the Company shall not be liable for losses or additional expenses that might be incurred by the Client due to delayed execution of the Transaction. By submitting its special confirmation of the Transaction to the Company, the Client shall waive its right of lodging any claims with regard to this Transaction and requesting reimbursement for losses.

#### 15.4. Funds in the Current Account.

15.4.1. The Client shall monitor that the funds in the Current Account are accounted in the currencies corresponding to those stated in the Company Currency List. If the Company ceases to perform transactions in some of the currencies stated in the Company Currency List, the Company shall send a Notice to the Client containing the information about the planned changes and the date until which the Client has to perform a currency exchange transaction or a payment of the funds in the said currency to other bank, to ensure that the currencies of the funds held in the Client's Current Account correspond to those stated in the Company Currency List. If the currencies of the funds held in the Client's Current Account do not correspond to those stated in the Company Currency List after the date specified in the Notice, the Company shall be entitled to exchange the funds in the Client's Current Account denominated in the currency not corresponding to the currencies stated in the Company Currency List into EUR, applying the Company's general currency exchange rate effective as at the date of exchange.

15.4.2. Funds in the Client's Current Account are demand deposits, and the Client shall be entitled to use such funds. The Client may receive funds in its Current Account or transfer same.

#### 15.5. Suspending Current Account maintenance

15.5.1. Where the Client fails to perform its obligations set forth herein, including delay of performing the obligations, as well as on other instances stipulated herein, the Company shall be entitled, without closing the Current Account, to suspend maintenance of the same. When suspending the Current Account maintenance, the Company shall suspend withholding the charge for Current Account maintenance, calculating the remuneration for use of the overdraft mentioned in paragraph 19.2.1 of the Terms below, if any granted, informing the Client about events that might be related to the Current Account, as well as executing the Client's payment orders.

15.5.2. Suspension of the Current Account maintenance shall not terminate and cancel the Client's obligations to the Company, including those under repayment of the overdraft mentioned in paragraph 19.2.1 of the Terms below, or other obligations set in these Terms.

15.5.3. If during the period of the Current Account maintenance being suspended the Company receives any payment addressed to the Client, the Company shall be entitled to accept the same and credit it to the Current Account. The Company shall apply the charge for crediting the funds in accordance with the Rates and Charges.

15.5.4. If the overdraft mentioned in paragraph 19.2.1 of the Terms below in the Current Account is repaid, also as a result of crediting the payment addressed to the Client, the Client shall be entitled to apply to the Company for resumption of the Current Account maintenance. This being the case, the Company shall inform the Client about repayment of the overdraft mentioned in paragraph 19.2.1 of the Terms below and about the procedure of applying for resumption of the Current Account maintenance. Before resuming the Current Account maintenance, the Company shall be entitled to perform identification of the Client following the procedure set forth in section 4 above, and the Client shall comply with all requests that the Company can make in this respect.

The Company shall be entitled to withhold charge for resuming the Current Account maintenance in accordance with the Rates and Charges.

## **15.6. Closing a Current Account**

15.6.1. Each Party shall be entitled to initiate closing of the Current Account any time, without explaining reasons for it. Following the Client's initiative, the Client's Current Account shall be closed within five (5) Company days of receipt of the Client's written Notice in accordance with the procedure set by the Company. The Company shall have no obligation to close the Current Account in case the same is required for execution of other Transactions concluded with Client or the overdraft mentioned in paragraph 19.2.1 of the Terms below is granted to the Client.

15.6.2. Client shall be obliged to pay a Charge for closing its Current Account to Company in accordance with Fees.

15.6.3. If the Client on applying for its Current Account closure has provided a direction for transfer of the balance of funds contained therein in accordance with procedures stated by the Company, the Company shall close the Current Account and transfer the balance according to the payment order submitted by the Client.

15.6.4. The Company shall be entitled to close the Current Account without prior Notice to the Client on the following instances:

- a. the overdraft mentioned in paragraph 19.2.1 of the Terms below is generated during more than one hundred and eighty (180) days in a row, or;
- b. within 30 days after the Company's Notice on repayment of the overdraft mentioned in paragraph 19.2.1 of the Terms below and the rights to apply for resumption of the Current Account maintenance, the Client fails to apply for resumption of the Current Account maintenance and/or to comply with the requests made by the Company under performing the identification, or
- c. on other instances mentioned in these Terms.

15.6.5. The day of closing the Current Account shall be the day of terminating the contractual relations between the Parties.

## **16. Payment Card Terms**

### **16.1. Application**

16.1.1. These Payment Card Terms shall apply to relations between the Company, the Client and the Cardholder under issuing, use, and maintenance of the Cards as well as under opening, use, and maintenance of the Card Account.

16.1.2. The legal relations between the Company, the Client, and the Cardholder under the Card issuing, use, and maintenance or the Card Account use and maintenance that are not covered in these Payment Card Terms shall be also regulated by other provisions of the Terms and the rules of MasterCard Worldwide.

### **16.2. Card Account**

16.2.1. Company shall open a Card Account for Client according to Client's application. The Card Account shall be opened in single currency as offered by Company and chosen by Client.

16.2.2. The Card Account agreement shall be constituted by the Terms and the Client's application for the Card issuing. The Card Account agreement between Company and Client shall be considered concluded from the moment when Company has opened a Card Account for Client. Company shall be entitled to refuse to open a Card Account or to issue a Card, or offer a Card of a different type to Client, without stating grounds of such decision. Where the Client signs and submits to the Company the application for the Card issuing to other Cardholder, the Client thereby:

- a. represents that all information about the Cardholder provided in the application for the Card issuing is complete, accurate and true in all respects, and the Cardholder's consent to providing such information to the Company for processing has been obtained, as well as the Client commits to immediately inform the Company on all changes in the said information;
- b. commits to ensure that the Card will be used only by the Cardholder stated in the application for the Card issuing;
- c. undertakes full liability for the Transactions performed using the Card issued to the Cardholder;
- d. commits to familiarize the Cardholder with the Terms and ensure that the Cardholder follows the same and complies with applicable provisions of the Terms.

16.2.3. Company shall credit Client's Card Account by making a payment. In case incoming payment currency differs from the Card Account currency, at the moment of crediting to the account Company shall convert such funds into the Card Account currency applying the Company's general currency exchange rate.

16.2.4. Company shall be entitled to debit the Card Account with amounts of Transactions made by means of the Card and any charges thereon without acceptance, after information on the Transaction is received. At the moment of executing the Transaction, the Company will block the Transaction amount and any charges thereon in the Card Account until information about the Transaction is received. If information about the Transaction is not received in due time, the blocking shall be cancelled, without cancelling the abovementioned rights of the Company. The amount and currency of the Transaction made shall be made known to the Company by the payment processing organisation MasterCard Worldwide. In case the currency of a Transaction corresponds to the Card Account currency, the Transaction amount shall be debited in such currency. In case the Transaction currency fails to correspond to the Card Account currency, the Transaction amount shall be debited in the Card Account currency, with funds being converted at the rate determined considering the currency exchange rate applied by MasterCard Worldwide and effective as at the moment of the Transaction processing, and the Company's general exchange rate effective as of the moment of posting the Transaction to the Card Account. For converting the Transaction amount the Client shall pay the Company the currency conversion fee stated in the Rates and Charges.

16.2.5. Company shall debit without acceptance Client's Card Account with Company's Charges for services rendered according to the Fees effective as of the moment of posting the Transaction to the Card Account. Company shall also be entitled to debit the Charges from other Client's accounts with Company. The Client shall also pay the Company the third parties' charges related to the payment card services rendered, provided they are set forth in the Fees or the Client is otherwise informed of the same by the third parties. The said charges may be stated as a part of the Transaction amount, unless third parties involved in settlement do not state the charges separately from the Transaction amount.

16.2.6. The Client shall be entitled to make Transactions with the Card (also by ensuring funds in the Card Account to make payments related to the Transactions and to cover the Fees) within the

balance of funds in the Card Account. The Client shall immediately reimburse the Company for all expenses and losses that may be sustained by the Company through the Client's failure to comply with the provision mentioned in the previous sentence.

16.2.7. To enhance security of the funds held in the Client's Card Account, the Client shall be entitled to apply to the Company for spending limits on the Transactions with the Card to be set or to request the Card to be temporarily blocked, by submitting a respective application to the Company in the form and according to the procedure prescribed by the Company. In case of the Card renewal or replacement, the spending limits set earlier shall not apply to the renewed or replaced Card. The Company shall be entitled to request the Client to provide a special confirmation of the Transaction in the Card Account that has not been applied for personally by the Client or its representative and the Company has doubts with regard to the Transaction being confirmed (authorized) by the Client. The Company shall be entitled not to execute such Transaction until a special Client's confirmation of the Transaction, meeting the Company requirements, is received by the Company. This being the case, the Company shall not be liable for losses or additional expenses that might be incurred by the Client due to delayed execution of the Transaction.

16.2.8. Other rights and obligations of the Parties related to payments made by the Card and payments to or from the Card Account shall be regulated by section 18 of the Terms below, unless stated otherwise in these Payment Card Terms.

### **16.3. Card and Authorization of the Transaction**

16.3.1. The Card is Company's property transferred to the Cardholder for use. The Cardholder shall only be entitled to use the Card. In order to prevent or cease unlawful operations with the Card, the Company shall be entitled to demand from Client and Cardholder to return the Card and Client shall be obliged to satisfy above mentioned request of Company immediately.

16.3.2. The Cardholder is required to ensure the safekeeping of his Card, without allowing access of a third person to his Card or Card information (Card number, validity or CVC2 / CVV2 code). Should the Card be lost, reproduced or happened to unlawfully come to the disposal of a third party, or the Card information be disclosed, or the above facts be suspected, the Client / Cardholder shall immediately give the Card number or call its name, date of birth, type of the Card and the Card Account currency to the Company, for the Company to be able to block the Card for the purposes of prevention of unlawful Transactions with the Card.

16.3.3. The Cardholder shall not be allowed to damage his Card, to modify or reproduce the Card, or to allow such damage, modification or reproduction. In case the Card is damaged, Client shall be entitled to apply to Company for replacement of his Card.

16.3.4. A PIN-code is a personal identification number issued by Company to the Cardholder together with the Card. The PIN-code is only known to the Cardholder and considered equal to the Cardholder's signature for Transaction certification. In case of PIN-code use, strict observance of all instructions of the respective ATM or payment card terminal is required.

16.3.5. Disclosure of PIN-code to third persons is not permitted. The PIN-code is to be kept safely, so that third persons have no access to same. Cardholder shall not be entitled to write his PIN-code on the Card or to keep the same together with his Card.

16.3.6. When making a Transaction with his Card, Cardholder shall be obliged to supervise actions with the Card, and shall be responsible in full for risks arising as a result of his Card servicing in the absence of the Cardholder or if the Card comes into the possession of any third party.

16.3.7. The Client shall recognize a Transaction with the Card as confirmed (authorized) by the Client provided that:

- a. when making a Transaction, the Client / Cardholder has signed a document certifying the Transaction;
- b. the Transaction has been confirmed by entering the PIN-code in the ATM or card POS terminal;
- c. the Transaction has been confirmed by entering (providing) the Client's / Cardholder's name, surname, the Card number, validity period and CVC2 / CVV2 code;
- d. in case of the Transaction amount being less than twenty five Euro (EUR 25) (or equivalent amount in another currency) the fact of the contactless Card being placed near a card POS terminal close enough for reading the Card data, thus enabling contactless authorization of the Transaction, shall be deemed to constitute the confirmation (authorization) by the Client / Cardholder.

16.3.8. The Client shall agree that a Transaction confirmation given following the procedures stipulated in sub-clauses a, b, c of clause 16.3.7 above shall constitute an irrevocable confirmation / consent by the Client / Cardholder with regard to the amount and other details stated in the document, or an ATM's or card POS terminal's display. To perform authorization of a Transaction made using the Card on the Internet where the vendor ensures secure authentication (3-D secure), the Client / Cardholder shall make additional authorization by confirming such Transactions with one-time password derived from the Company. The Client / Cardholder shall keep the document certifying the Transaction till the end of the term designated for lodging a claim, set forth in clause 16.5.1 below.

16.3.9. The Client / Cardholder is obliged to present his identity document at the request of the receiver of the Transaction amount or a person authorized by the latter.

16.3.10. Company shall not be responsible for:

- a. losses of Client / Cardholder caused by damages or faults in the Card serving computer system, including the Client's / Cardholder's failure to use funds available in the Card Account;
- b. errors or unlawful action of the receiver of the Transaction amount;
- c. quality of goods and services purchased with the Card being used;
- d. refusal to accept the Card.

16.3.11. On the instances related to safe using of the Card, suspected unauthorized use of the Card or use of the same for fraudulent purposes, or where the Card is linked to the Card credit and the Client's risk of defaulting in its obligations has increased, the Company shall be entitled to refuse or prohibit execution of particular Transactions, or block the Card at any time, banning Transactions with it. The Company shall not be responsible for Client's / Cardholder's losses and other additional expenses, provided Company exercises its rights according to provisions stated in the previous sentence. The Client shall reimburse Company for all expenses that may be connected with the above blockage of the Card. The Company shall unblock the Card or replace it with a new one, as soon as grounds for blocking are no longer present.

16.3.12. Validity of the Card is stated on the Card. The Card is valid until the last day of its validity (inclusive). Upon expiry of validity of the Card, as well as in case the Card is blocked, the same shall not be used. The Client / Cardholder shall be obliged to destroy a Card with expired validity, e.g. by dividing the same in two parts.

16.3.13. Upon expiry of validity of the Card, Company shall make a new Card for the Client / Cardholder, unless Client has refused to receive such new Card at least one month before expiry of validity of the current Card or Company has notified Client of its rejection to issue a new card. The Company shall debit the Client's Card Account with the Charge for the Card production without acceptance in accordance with the Fees. A new Card shall be kept at the Company until being issued / sent to the Client / Cardholder. Unless the Card is picked up within three months, it will be cancelled and destroyed. The Company shall not refund the Charge paid in accordance with this paragraph. The Company shall issue the PIN-code and the Card to the Client / Cardholder as the Client shall instruct. Where the Client instructs the Company to send the Card and/or the PIN-code to the Client or the Cardholder by post and/or through intermediary of third parties, the Client shall assume all risks that may be associated with the Card delivery. The Company shall be entitled to use services provided by third parties to fulfil the Client's instructions regarding delivery of the Card / PIN-code. The Company shall bear no responsibility for losses or other expenses incurred by the Client or third parties as a result of the delayed delivery, the dispatch being lost, misused, deficient or damaged, confidential information being disclosed, or due to any other reasons beyond the Company's control.

16.3.14. Client shall be responsible for fulfilment of all liabilities against Company ensuing from the Payment Card Terms.

#### **16.4. Loss of the Card, Disclosing PIN-Code to a Third Person**

16.4.1. In case the Card is lost, stolen, reproduced or otherwise has come to the disposal of a third person (hereinafter – lost), or PIN-code has become known or might have become known to a third person, or unauthorized use of the Card has occurred, the Client / Cardholder shall be obliged to inform the Company of the same without delay, as soon as possible calling at +44 20 3129 0852. Client / Cardholder shall notify Company of the fact of loss of the Card, disclosure of PIN-code to a third person, or unauthorized use of the Card in writing within seven days from the date of such loss of the Card, disclosure of PIN-code, or unauthorized use of the Card.

16.4.2. Client / Cardholder shall be obliged to immediately supply Company at its request with data on circumstances related to loss of Card, disclosure of PIN-code to a third person, or unauthorized use of the Card.

16.4.3. If Client / Cardholder finds the Card declared to be lost, then Client / Cardholder is obliged to immediately notify Company accordingly and make his Card unusable according to paragraph 16.3.12 of the Terms above.

#### **16.5. Contesting a Transaction**

16.5.1. Should the Client identify a discrepancy between the Transactions booked to the account and those actually performed, or the Transactions not authorized by the Client, the latter shall immediately, but not later than within sixty (60) calendar days after the date the Transaction was booked to the account (or the date the Transaction was supposed to be booked to the account), notify the Company accordingly by submitting a claim in the form and according to the procedure prescribed by the Company.



16.5.2. Company shall consider such claim within reasonable period of time upon receipt of the claim and all information related to the contested Transaction, including receipt of information from the Client / Cardholder or MasterCard Worldwide. The Client shall pay a Charge for consideration of an unjustified claim to the Company according to the amount stated in the Rates and Charges, as well as shall reimburse the Company for the payments made to third parties that are due from the Company in connection with the consideration of such unjustified claim of the Client / Cardholder.

16.5.3. The Company shall be entitled not to refund the contested or unauthorized (paragraph 16.3.7. above) Transaction amount to Client, in case:

- a. the Client failed to notify in accordance with clause 16.5.1. herein;
- b. the Transaction has been confirmed in accordance with the procedure set forth in paragraph 16.3.7. and 16.3.8. of the Terms above;
- c. the Client / Cardholder has transferred or allowed the Card to be at the disposal of a third person, or failed to fulfil other obligations stipulated in these Payment Card Terms;
- d. the Client / Cardholder has not ensured safe keeping of the Card information (paragraph 16.3.2. above) and safe using of the Card;
- e. the Transaction has been executed after Client / Cardholder learned about loss or reproduction of the Card, or about the Card being at the disposal of a third person, or PIN-code being disclosed, or unauthorized use of the Card, however before giving the relevant Notice about loss or reproduction of the Card, or about the Card being at the disposal of a third person, or PIN-code being disclosed, or unauthorized use of the Card (paragraph 16.4.1. above);
- f. the Transaction has been executed within forty eight (48) hours of the moment of giving the Notice about loss or reproduction of the Card, or about the Card being at the disposal of a third person, or PIN-code being disclosed, or unauthorized use of the Card;
- g. the Transaction has been executed in forty eight (48) hours of the moment of giving the Notice about loss or reproduction of the Card, or about the Card being at the disposal of a third person, or PIN-code being disclosed, or unauthorized use of the Card and within ten (10) days after the above term of forty eight (48) hours, and the Transaction amount does not exceed two hundred and fifty Euro (EUR 250) or equivalent amount in another currency;
- h. in other cases, where the same is permitted by legal enactments applicable to the Company. Pursuant to the instances and procedures stipulated in the relevant applicable law, the Client that is recognized as a consumer under the normative acts on consumer rights protection applicable shall be entitled to be reimbursed for losses, provided that immediately upon having detected an unauthorized Transaction, but not later than within the term stipulated in clause 16.5.1. above, the Client informs the Company of the same, complying with the procedures set forth herein. The Company shall reimburse the losses by refunding the Transaction amount or, if applicable, by restoring the Client's Card Account balance to be equal to that before performing an unauthorized Transaction. The Company shall not reimburse the Client for losses if the Client has performed unlawful acts or has not performed intentionally (deliberately) or due to gross negligence one or several of the provisions of General sections and 16 sections of these Terms, including cases where the Client was able or should have been able to anticipate losses, but failed to ensure security of the funds held in the Card Account, inter alia, to set spending limits on the Transactions with the Card or to apply for blocking the Card.

16.5.4. By submitting its special confirmation of the Transaction to the Company (paragraph 16.2.7 of the Terms above), the Client shall waive its right of lodging any claims with regard to this Transaction or requesting reimbursement for losses.

16.5.5. The Client that shall be entitled to lodge substantiated claims to the Company with regard to confirmed (authorized) Transaction, provided that the latter has been initiated by the Transaction beneficiary or through the intermediary of the Transaction beneficiary, by stating precisely the essence of the claim and circumstances that might be of importance for claim consideration, as well as by providing all evidence available to the Client that support the Client's claim and its substantiation.

## **16.6. Cancelling the Card and Closing the Card Account**

16.6.1. The Client may apply for cancellation of the Card at any time by submitting an application to the Company following the procedure and form set by the Company. For the purposes of the Terms, Card cancellation shall mean that the Client / Cardholder loses right to use the Card as a means of payment.

16.6.2. The Client may apply for closing the Card Account any time, alongside closing all Cards linked to the Card Account, by submitting an application to the Company following the procedure and form set by the Company. The Card Account shall be closed within five (5) Company days after receipt of the Client's application. The Card Account shall not be closed if the Client fails to completely settle the obligations to the Company originated during the Card use.

16.6.3. In case the Client / Cardholder defaults in its liabilities against the Company, the Company shall be entitled to cancel the Card or close the Card Account at any time. The Company shall be also entitled to cancel the Card or close the Card Account on other instances stipulated in these Terms. In case of cancellation of the Card and/or closing of the Card Account, the Client / Cardholder shall be obliged at the Company's request to submit all of its Cards to the Company.

16.6.4. In case of closing the Card Account, the Card Account balance shall secure the Client's liabilities against the Company, arising upon closing the Card Account.

## **16.7. Technical Overdraft on Card Account**

16.7.1. For the sake of discharging the Client's payment obligations to the Company arising out of the Card use by the Client, where no sufficient amount of funds is available in the Card Account at the moment when the payment is due, the Company shall grant the Technical Overdraft on Card Account to the Client.

16.7.2. The Technical Overdraft on Card Account shall be granted by the Company in the form of non-revolving overdraft. The Company shall be entitled to grant on the Client's Card Account the Technical Overdraft on Card Account to the amount that is to be added to the balance of funds available in the Card Account in order to discharge the Client's particular payment obligations. The Client shall not be entitled to repeatedly obtain the amount of the Technical Overdraft on Card Account granted once.

16.7.3. The Technical Overdraft on Card Account shall be deemed received at the moment of discharging the Client's payment obligations.

16.7.4. The Technical Overdraft on Card Account shall be repaid by the Client immediately on the day of origination of the same. The day of granting (disbursement) of the Technical Overdraft on Card Account and the day of repayment of the same shall be considered to be a single day. Should the Client receive and repay the Technical Overdraft on Card Account on the same day, the Company shall be entitled to withhold the interest on the capital use for one day, charging the same on the maximum amount of the Technical Overdraft on Card Account used on the respective day.

16.7.5. Under the Technical Overdraft on Card Account, the Client shall pay the interest on the capital use to the Company according to the Rates and Charges, unless agreed otherwise by the Parties. The interest on the capital use for using the Technical Overdraft on Card Account for one day shall be calculated assuming that a year consists of three hundred and sixty (360) days and shall be accrued for each calendar day of using the Technical Overdraft on Card Account (Actual / 360).

## **17. Terms of Using Internetbank**

### **17.1 Application**

The present Terms of using Internetbank shall be applicable to remote execution of the Company's operations via the Internet by means of the Internetbank software ensured by the Company (referred to as the "Internetbank" throughout these Terms).

With regard to the Clients having several representatives, the term User mentioned in the Terms, paragraphs 4.4, 17.2.1 – 17.2.5, 17.2.8 – 17.2.10, and 17.4.2 of the Terms shall become effective and shall be binding upon the authentication means (Internetbank user ID and authorization tools) are linked to the particular representatives of the Client. Before the authentication means (Internetbank user ID and authorization tools) are linked to the particular representatives of the Client, provisions of section B5.5 of the Terms shall be additionally binding under the use of the Internetbank.

### **17.2 Use of the Internetbank**

17.2.1. For using the Internetbank and confirming the Transactions in the Internetbank, the User shall be authenticated by the Company according to the User's authentication means – the user ID, password, and authorization codes – derived from the Company.

17.2.2. Having received a prior consent from the User, the Company shall be entitled to use the unique identifier of the User's mobile device for the Client authentication in accordance with the Company's requirements.

17.2.3. The Company shall be entitled to ensure several authentication means for the User, and those shall be used in accordance with the procedure set by the Company.

17.2.4. The User shall acknowledge the use of the authentication means ensured by the Company following the procedure and form set by the Company, alongside confirming that the User is familiarized with the procedure of performing the Company's operations in the Internetbank, as well as with the rules of secure use of the authentication means, as stated in paragraph 17.4 of the Terms below.

17.2.5. The Client shall bear full liability for all Notices and Transactions made in the Internetbank on behalf of the Client where additional user ID is used by the User, and such actions shall be binding upon the Client, the User, and the Company.

17.2.6. The Client shall agree that any Transaction or Notice confirmed in the Internetbank may be treated by the Company as a Client's irrevocable consent to the information stated in the Transaction or Notice and execution of the same.

17.2.7. The Company shall be entitled to block the Internetbank on instances that concern safety of the authentication means, reasonably suspected unauthorized use of the authentication means

or their use for fraudulent purposes, and also on instances where the Client's risk of defaulting in its obligations has increased significantly. The Company shall not be liable for the Client's losses and other additional expenses in case the Company exercises its rights in accordance with provisions of the foregoing sentence. The Client shall cover all the Company's expenses related to the said blocking.

The Company shall unblock the Internetbank or replace the authentication means with the new ones, as soon as grounds for blocking are no longer present.

17.2.8. Using the assigned Internetbank user ID, the User may remotely manage the accounts of several Clients that the User is entitled to manage according to the Clients' authorization submitted to the Company. The User shall combine management of such Clients' accounts under single user ID by submitting the application to the Company in accordance with the form and procedure set by the Company. This being the case, single user ID and authentication means linked to the same shall authenticate each Client whose account is linked to the Internetbank of this User.

17.2.9. Following the Client's, the User's, or the Company's own initiative, the Company may cancel the right to manage the accounts of several Clients granted to the User if the authorization of the User is revoked, or the authorization to manage the accounts of a particular Client has expired, or because of other safety considerations regarding the use of the authentication means, as well as on other instances stipulated in the Terms.

### 17.3. Copyright, Modifications

17.3.1. Company shall own all personal and property copyright to Internetbank and related materials (manuals, user manuals, etc.). Client shall only be entitled to use Internetbank within limits set by the present Terms, that is, according to conditions of Internetbank use stated by Company.

17.3.2. Apart from that, no modification of Internetbank, no Internetbank reproduction, publishing beyond that stipulated in the present Terms, no transfer thereof to any third person or use of technologies used in Internetbank for making other software shall be allowed without Company's consent.

### 17.4. Internetbank Security Requirements and Responsibility

17.4.1. For the security purposes, the Company shall set payment limits on the Internetbank Transactions (setting the maximum amount of each particular payment or the total maximum amount over a specific period). The Client shall be entitled to change or reject the payment limits set by the Company

17.4.2. The Client shall assume all risks that might be associated with delivery of the authentication means to the User. The Company shall be entitled to use services of third parties for delivery. The Company shall bear no responsibility for losses or other expenses incurred by the Client, User or third parties as a result of the delayed delivery, the dispatch being lost, misused, deficient or damaged, confidential information being disclosed, or due to any other reasons beyond the Company's control.

17.4.3. The Client and the User shall ensure that the authentication means are kept safely and are not accessible to third parties. The Client shall bear full liability for all losses and risks of other additional expenses of the Client in case the Client's authentication means come to the disposal of a third party because of the Client's or the User's failure to abide by the Terms.

17.4.4. When connecting to the Internetbank, the Client and the User shall use a safe workstation, including safe Internet connection and licenced software, as well as shall take all necessary preventive security measures (inter alia, install software updates, ensure control over workstation access rights, and install necessary antivirus software and firewall) to prevent possession of the Client's information and authentication means by third parties and their unauthorized use, or their use for fraudulent or other criminal purposes. In case the authentication means are lost, stolen, reproduced or become otherwise accessible to a third party, or in case of unauthorized use of the authentication means, the Client shall immediately, as soon as possible, notify the Company accordingly within the Company's working hours, calling at +356 27782917 and providing the Account number or the Client's code and name, surname (company name), as well as other information requested by the Company. Upon receipt of such information, the Company shall immediately suspend operation of the Internetbank and notify the Client accordingly within the term stated by the Company.

17.4.5. Immediately following a request by the Company, the Client shall provide the same with information on circumstances related to loss, theft, reproduction of the authentication means or their coming to the disposal of a third party.

17.4.6. Where the Client lodges a complaint to the Company for loss compensation under the Client's unauthorized or erroneously performed Transaction, the Client, following the Company's request, shall supply the Company with the personal workstations (PC, mobile devices, etc.) used to regularly connect to the Internetbank at the time when unauthorized or erroneous Transactions were performed, for the expert examination to be carried out in order for the Company to make sure whether the requirements of the Terms have been complied with.

## **18. Terms of Payments**

### **Cover Currency**

#### **18.1. Application**

18.1.1. The present Terms of Payments shall apply, in case the Client has submitted a payment order to the Company or the Company receives funds addressed to the Client. Relations between the Parties that ensue from payments, unless regulated by these Terms of Payments, shall be interpreted in accordance with the applicable laws.

#### **18.2. Accounts from which and to which payments are made**

18.2.1. The Client shall only be entitled to make payments from the Client's Current Account with the Company. The Client shall be entitled to make payments from its Current Account with the Company to:

- a. its Card or Savings Account with the Company;
- b. other client's Current, Card or Savings Account with the Company;
- c. account with another bank.

18.2.2. Funds received by Company and addressed to Client shall be credited following the procedures set forth herein and according to details stated in the received payment order to Client's Current Account. In case Company receives funds addressed to Client and meant to be credited to another Client's account with Company, and such credit has not been previously agreed on, Company shall credit Client's Current Account with such funds Client shall be considered to have received such funds when Client's account with Company is credited with the same. The Company

shall bear no responsibility to the Client with regard to a non-executed or unduly executed payment in case the payment currency does not match those stated in the Company Currencies List.

### **18.3. Submission, authorization, processing, and execution of Payment Order**

18.3.1. In order to make a payment, Client shall submit payment order to Company in a form and according to the procedure prescribed by the Company, filling in the same precisely and in full and stating all information requested. The Client shall state the Client's name and number of its account with the Company, the payment amount and currency, the beneficiary's name, address and account number, full name, address and bank code of the beneficiary bank, the payment purpose, and other details required in the payment order and necessary for performing the payment. The payment purpose stated by Client in the payment order shall describe the nature of such payment (including the number of the transaction supporting document, details) and goods or services paid for clearly.

18.3.2. The Client shall agree that a payment shall be deemed confirmed by the Client where the payment order is submitted via the Internetbank and authorized by respective authentication means pursuant to the Terms of using Internetbank. The Client shall agree that a payment confirmation given following the procedures stipulated in clause 18.3.2 above shall constitute an irrevocable confirmation / consent by the Client with regard to the amount and other details stated in the payment order. The Company shall be entitled to request additional payment confirmation complying with the Company's requirements to be provided by the Client on instances stipulated herein.

18.3.3. A payment order shall be valid for submission to the Company during eight (8) calendar days from the date of signing the same (including the date of signing).

18.3.4. The Company shall be entitled to postpone or deny execution of a payment order on the following instances:

- a. the Client's account balance is insufficient to execute the respective payment orders and/or cover the payment charges in accordance with paragraph 17.5 of the Terms below;
- b. details of the payment order should be amended in accordance with paragraph 18.3.6 of the Terms below;
- c. the Client's additional confirmation of the payment is required in accordance with paragraph 18.3.7 of the Terms below.

18.3.5. Where execution of the payment order submitted by the Client is postponed on reasonable grounds, such payment order shall be valid for execution during eight (8) calendar days from the day of submitting the same to the Company.

18.3.6. Should the Client fail to provide all required details in a payment order or clearly state the nature of the payment, e.g., fail to indicate the goods or services paid for, or other information enabling check of the transaction compliance, the Company shall be entitled, at its own discretion, to postpone execution of such payment order until receipt of additional information and/or documents requested from the Client (but not longer than for the period stated in paragraph 18.3.5 above) or deny execution of such payment order if the requested additional information and/or documents are not received.

18.3.7. To protect the Client's property, the Company shall be entitled, without obligation, to request additional payment confirmation (authorization) to be provided by the Client, where under the payment processing by the Company there arise suspicions of attempted fraud involving the

Client's funds, even though attempted fraudulent transaction might be not detected after the check. The Company may postpone execution of such payment until the Client confirms the payment in accordance with the Company's requirements and also may deny execution of the payment if no confirmation is received.

18.3.8. The Company shall be entitled to deny execution of a payment also on instances where other provisions stipulated herein are not complied with, or where legal acts or other regulatory requirements applicable to the Company prohibit execution of the payment.

18.3.9. The Company shall inform the Client of postponing the payment execution or the denial to execute the payment in writing, by means of a Notice via the Internetbank or in other way designated for that by the Client, unless legal acts applicable to the Company prohibit provision of such information. The Company shall be entitled to withhold a Charge for providing the said information.

18.3.10. The Company shall not be liable for the Client's losses or other additional expenses incurred by the Client in case of suspending the payment execution or the denial to execute the payment stipulated herein. The Company shall be not liable for the Client's losses or other additional expenses that might be incurred due to not executing the payment order or undue execution of the same, where the beneficiary's account number provided in the Client's payment order and stated in IBAN or other format, including invalid or incorrect account number, fails to conform to other payment details stated, and also where details provided in the Client's payment order are incorrect or incomplete.

18.3.11. The Client shall agree that the Company's obligations regarding execution of the payment made by the Client to other bank shall be deemed discharged upon the payment amount is passed on to the disposal of the beneficiary's bank or intermediary bank. Having received the payment amount passed on, the beneficiary's or intermediary bank shall be liable for due execution of the payment.

18.3.12. The Company shall bear no responsibility with regard to a non-executed or unduly executed payment order in case due execution of the same is hindered by legal enactments or other regulatory requirements applicable to the Company.

#### **18.4. Charges applicable to the Client**

18.4.1. Company offers the following types of Charge payment to Client:

- a. in case Client has stated the type of Charge payment "OUR" in its payment order, Client shall ensure the payment amount at Company and shall pay Company's Charge in addition according to the Fees. Company shall transfer Client's payment order to its correspondent bank, stating the option "OUR" in the respective field of SWIFT message, and thus instructing such bank to pay out the full payment amount to the beneficiary. Thereupon Company shall be considered to have fulfilled its liabilities concerning execution of the payment according to "OUR" conditions. In case banks involved in the payment execution request Charges, Company shall debit Client's Current Account with Company with such Charges without acceptance;
- b. in case Client has stated the type of Charge payment "BEN" in its payment order, Client shall ensure the payment amount at Company. Company shall transfer Client's payment order to its correspondent bank, stating the option "BEN" in the respective field of SWIFT message. Thereupon Company shall be considered to have fulfilled its liabilities concerning execution of the payment according to "BEN" conditions. Company shall withhold the

Charge from the payment amount. The other banks involved in the payment execution shall be entitled to debit Charges from the payment amount;

- c. in case Client has stated the type of Charge payment “SHA” in its payment order, Client shall ensure the payment amount at Company, and apart from that shall pay Company’s Charge according to the Fees. Company shall transfer Client’s payment order to its correspondent bank, stating the option “SHA” in the respective field of SWIFT message. Thereupon Company shall be considered to have fulfilled its liabilities concerning execution of the payment according to “SHA” conditions. All banks involved in the payment execution, except Company, shall be entitled to debit Charges from the payment amount, moreover, in case of payments in currencies of the European Economic Area (hereinafter referred to as the EEA) member states, including EUR, within the EEA, the beneficiary’s bank only is entitled to withhold charges from the payment amount before the latter is credited to the beneficiary account, if agreed upon by the beneficiary and its servicing bank. Unless Client has stated the type of Charge payment in its payment order, the terms of Charge payment “SHA” shall apply.

18.4.2. Company may state additional conditions for Charges for payments set in the Fees, as well as exceptions to this section 18.4.

18.4.3. For payments in the currencies of the EEA member states, including EUR, within the EEA, the “SHA” type of Charge payment is to be stated. Should the Client fail to meet the above obligation by stating “OUR” or “BEN” type of the Charge payment, the Company shall be entitled to change the type of Charge payment to “SHA” or to deny the payment execution.

## **18.5. Funds for Payment and currency exchange rate**

18.5.1. The Client shall ensure the sufficient amount for execution of a payment in the account stated in clause 18.2.1.

18.5.2. The Client shall ensure the amount of payment in the payment currency or in other account currency (hereinafter referred to as the “Cover Currency”), stating the same in the payment order. The Client recognizes and consents that in case of the Cover Currency stated for the payment execution the Company will execute the payment involving the exchange of the Cover Currency in the payment currency at the general currency exchange rate set by the Company that is effective as at the moment of the exchange. The Client shall choose the currency for paying the Charge at its own discretion, complying with the form and procedure set by the Company, by stating the same in the payment order. In case the currency designated by the Client for paying the Charge is different from the currency of the respective Charge specified in the Fees, the Company shall debit the Charge in the currency chosen by the Client, calculating equivalent of the Charge amount specified in the Fees in the currency indicated by the Client at the Company general currency exchange rate effective as of the moment of exchange. The Company shall be entitled to refuse execution of a payment involving currency exchange applied for by the Client where the amount of such payment exceeds the limits set by the Company.

18.5.3. Should the Client revoke the payment stated in clause 18.5.2, the Company shall refund the payment amount to the Client in the payment currency or the Cover Currency, exchanging the payment currency at the general currency exchange rate set by the Company as at the day of executing the payment revocation order.

18.5.4. If Client has submitted more than one payment order to Company to the total amount exceeding Account balance, Company shall state the sequence of execution of such payment orders at its own discretion.



## **18.6. Correspondent Banks**

18.6.1. All payments addressed to the Client or payments made by the Client, except payments between the Client's account with the Company and payments to other client's account with the Company (hereinafter in these Terms referred to as the internal payments), are executed via correspondent banks and correspondent accounts, as well as settlement systems.

18.6.2. The Client assumes all risks for the Client's funds credited to any correspondent account of the Company, including the risk of insolvency of correspondent banks.

18.6.3. The Client assumes all risk arising from currency exchange limitations, taxes, duties and other payments valid in the respective country, as well as from amendments to legal acts of the respective country, court awards, and resolutions of other administrative institutions and decisions of the central bank that may cause losses or additional expenses to the Company, Client or third parties.

## **18.7. Terms of Payment processing and execution**

18.7.1. The moment of receiving the payment order shall be that when the Company receives a payment order complying with the form and procedures stipulated by the Company, meeting the Company requirements and submitted in accordance with the cut-off times stated in the Company Fees. Receipt of a payment order shall not guarantee its execution. A condition precedent for executing a payment order is compliance of the same with all requirements set forth herein and in other legal enactments that regulate payments.

18.7.2. Terms of executing payment orders submitted by the Client shall depend on payment types stated in the Fees and cut-off times. The Client shall state the preferred payment type in its payment order. If the Client has not stated the preferred payment type, such payment shall be executed as a standard payment. The Company shall be entitled to unilaterally change the type of the payment order submitted by the Client from "urgent" to "standard".

18.7.3. The Company shall not be responsible for the Client's losses and other additional expenses of the Client sustained thereby as a result of non-execution or undue execution of a payment, in case such non-execution or undue execution occurred through the fault of third parties, including the Company's correspondent banks and other intermediary banks, involved in execution of the payment, or on other instances stipulated in these Terms.

## **18.8. Processing of payments made by the Client to other bank**

18.8.1. The Client's payments made to other bank shall be processed by the Company on the Company days, taking into account the cut-off time and payment value date stated in the Rates and Charges.

18.8.2. Under execution of a payment order, the Company as an expert executes the payment order without additional negotiation with the Client, by choosing the most appropriate execution route and settlement systems. The Client's instructions regarding the intermediary bank shall not be binding upon the Company.

18.8.3. If payment order submitted by the Client is received in the Company before the cut-off time set forth in the Rates and Charges, the Company shall execute the payment with the value date stated in the Rates and Charges. On the said value date, the Company shall pass the payment amount to the beneficiary or the beneficiary bank or the intermediary bank.

18.8.4. If payment order submitted by the Client is received in the Company after the cut-off time set forth in the Rates and Charges, the Company shall process the same on the next Company day. The Company shall be entitled, without obligation, to process the Client's payment order submitted after the cut-off time stated in the Rates and Charges on the same Company day, adding one more Company day to the payment value date.

18.8.5. If value date stated in the Rates and Charges appears to be a holiday of the correspondent bank, intermediary bank, beneficiary bank, or settlement system via which the payment is to be executed or the day proclaimed to be a holiday in the country of issue of the payment currency, the Company may execute the Client's submitted payment order on the next working day of the Company, correspondent bank, intermediary bank, beneficiary bank, settlement system via which the payment is to be executed, or the country of issue of the payment currency. If the correspondent bank, intermediary bank, beneficiary bank, or settlement system via which the Client's payment to other bank is to be executed is located in a different time zone, the Company is unable to guarantee execution of the same in accordance with the provisions of the Rates and Charges.

18.8.6. In case of payments made by the Client to other bank, the Company is unable to guarantee passing the payment amount to the beneficiary bank and crediting of the same to the beneficiary's account within the specified time if one or several intermediary banks are involved in the payment execution.

#### **18.9. Processing of internal payments made by the Client**

18.9.1. Internal payments submitted by the Client shall be processed by the Company on the Company days, taking into account the cut-off time and payment value date stated in the Rates and Charges. If payment order submitted by the Client is received in the Company after the cut-off time set forth in the Rates and Charges, the Company shall process the same on the next Company day.

#### **18.10. Payments Addressed to the Client**

18.10.1. A payment from other bank addressed to the Client shall be credited by the Company to the Client's account on the Company days before the time stated in the Rates and Charges following receipt of a notice from the payment originator's bank regarding the payment addressed to the Client and provided the Company has all information necessary for the payment execution in accordance with the Company's requirements. The Company shall be entitled not to credit the payment from other bank addressed to the Client to the Client's account until the Company receives a relevant confirmation pursuant to the Company's requirements that the payment amount has been credited to the Company's correspondent account. When crediting the payment from other bank addressed to the Client to the Client's account, the Company shall determine the payment value date according to the value date stated in the payment order. Where the value date stated in the payment order precedes the date of the payment processing in the Company, the Company shall be entitled to set the Company day preceding the payment processing date as the value date. The payment amount shall be passed to the Client on the payment value date determined by the Company. The Company shall supply the Client with information on the value date of the payment credited to the Client in the Client's account statement.

18.10.2. Payments made between the Client's accounts with the Company and payments from other client's account with the Company shall be credited by the Company to the Client on the Company days before the time stated in the Rates and Charges.

18.10.3. A payment addressed to the Client shall be deemed executed correctly provided that the same has been executed in accordance with the Client's account number in IBAN format stated in the payment order. In some cases, the Company shall be entitled, without obligation, to check whether account number stated in the payment order conforms to the Client's name, and in case of the respective nonconformity – to deny execution of the payment or request details to be amended.

18.10.4. In case the Client's account has been credited with funds through the Company's error, the Company shall be entitled to debit the account with such funds without acceptance, notifying the Client accordingly in its account statement / report.

18.10.5. The funds credited to the Client can be debited by the Company from the account without acceptance in case the correspondent bank involved in the payment execution as a beneficiary bank or intermediary bank defaults on its obligations to the Company, i.e., the payment amount addressed to the Client is not actually passed to the Company.

18.10.6. In case Client's account has been credited with funds through the beneficiary's error, Client undertakes to cooperate with Company in settlement of consequences of such error. In this connection Client undertakes to supply Company with requested information and documents related to funds credited by error within terms stated by Company. Unless Client observes its obligation of such cooperation, Company shall be entitled to block funds credited by error until elucidation of circumstances.

18.10.7. The Company shall be entitled not to credit a payment addressed to the Client or return the payment to the remitting bank, where:

- a. the payment comes from a state that is included in the list of states suspected of money laundering or supporting terrorism, or where international sanctions apply to this state, or where the transfer comes from an intermediary outside those states, but having its parent company registered in a state included in the list of such states, and also where the transfer comes from a remitter included in the list of subjects suspected of money laundering and terrorism financing, or
- b. the remitter has not been sufficiently identified, or
- c. in other cases, incl. those where the Company pursuant to the Terms is entitled to refuse execution of, suspend or terminate any Transaction or the contractual relations with the Client, unless it is specially prohibited by the applicable law.

On such instances, the Company shall not be liable for losses or additional expenses that might be directly or indirectly incurred by the Client due to non-execution of the payment. On instances stipulated in the applicable legislation, the Company shall be entitled not to explain the reasons for non-crediting.

## **18.11. Regular Payments**

18.11.1. These Terms of Regular Payments shall apply, where in accordance with the Terms the Parties have entered into the agreement (hereinafter in this paragraph 18.11 referred to as the Agreement) on the following: 18.11.1.1. execution of fixed-amount payments – regular payments from Client's Current Account to another Current Account, Card Account, Savings Account of Client with Company, or to a Current, Card, Savings Account of another Client, or any account with another bank, and/or

18.11.1.2. account balance management – execution of regular payments from Client’s Current Account to another Current Account, Card Account, Savings Account of Client or to a Current, Card or Savings Account of another Client with Company to maintain the maximum or minimum balance in the respective account (hereinafter in this paragraph 18.11 each severally referred to as the Service). 18.11.2. To enter into the Agreement, the Client shall submit a respective order for receipt of the Service (hereinafter in this paragraph 18.11 referred to as the Order) to the Company in accordance with the form and procedure prescribed by the Company.

18.11.3. The Agreement shall be deemed entered into upon rendering of the respective Service is started.

18.11.4. Pursuant to the Agreement, Client continuously authorises Company to effect regular payments. Company shall render the respective Service only if conditions of the Order execution are in place.

18.11.5. Company shall make sure that conditions of the Agreement are in place at times stated in the Agreement. Unless funds are available in the account specified in the Agreement in the currency and amount required to effect the payment on the day of effecting the payment:

18.11.5.1. in case of execution of fixed-amount regular payments – the Client shall ensure required funds within eight (8) calendar days after the regular payment execution day, otherwise the payment shall not be executed;

18.11.5.2. in case of account balance management – minimum balance maintenance every week or every set month – the Client shall ensure funds within eight (8) calendar days after the regular payment execution day, otherwise the payment shall not be executed;

18.11.5.3. in case of account balance management – minimum balance maintenance every day – the payment shall not be executed;

18.11.6. The first payment execution date stated in the Order may not be earlier than one (1) calendar day after the date when such Order is submitted. In cases where the payment execution date falls on a Company holiday, an internal payment shall be executed on the execution date stated in the Order, whereas payment to another bank shall be executed on the following calendar day.

18.11.7. The Agreement shall be terminated in cases mentioned in the Terms, as well as in cases,

- a. where Company receives Client’s notice on the Order cancellation;
- b. upon expiry of the Order validity period;
- c. where Client’s account with Company, from which the regular payment has to be effected, is closed, and/or an account to which the regular payment has to be effected is closed.

18.11.8. Client shall not be entitled to correct his / her Order submitted thereby; however Client shall be entitled to cancel the Order submitted and to submit another one. Should the Client make a notice on the Order cancellation, only non-executed payments shall be cancelled thereby.

## **18.12. Correction, Cancellation, Investigation, and Refund of Payments**

18.12.1. The Client shall be entitled to apply to the Company for corrections in the payment order submitted to the Company, submitting a respective application in the form and according to the procedure required by the Company. Nevertheless, the Company shall not guarantee correction of

the payment order. The Company shall ensure correction of the Client's payment order that has not been executed yet as requested by the Client. Where the Client applies for correcting an already executed payment order, the Company shall, to the extent possible, contact the beneficiary's or intermediary bank to request corrections in the executed payment order, as applied for by the Client.

18.12.2. The Client shall be entitled to apply to the Company for cancellation of a submitted payment order, submitting a respective application in the form and according to the procedure set by the Company to the same. Nevertheless, the Company shall not guarantee cancellation of the payment order. Where the Client applies for cancelling an already executed payment order:

- a. in case of a payment to other bank – the Company shall, to the extent possible, contact the beneficiary's or intermediary bank to get back the funds transferred. The Company shall refund funds to the Client's account only upon the Company ascertains that the payment order has not been executed on any stage of the payment order execution and after the Company gets the funds back from the beneficiary or intermediary bank;
- b. in case of an internal payment – the Company shall, to the extent possible, try to contact the beneficiary Client to obtain its consent to the payment refund. The payment shall be refunded to the remitting Client only after the beneficiary Client consents to the same.

18.12.3. Company shall investigate funds transferred by the Client or addressed to the Client and not received by the Company according to the application which is submitted by the Client and meets the requirements set by the Company.

18.12.4. The Company shall be entitled to withhold Charges for correction, cancellation, investigation and refund of the payment from the Client in accordance with the Fees, and also other charges withheld by the banks involved in the payment execution.

## **19. Overdraft Terms**

### **19.1. Application**

The present Overdraft Terms shall apply to relations between Company and Client having received an overdraft from Company.

### **19.2. Overdraft Types**

19.2.1. The Company shall be entitled to issue overdraft for discharging the Client's payment obligations to the Company set forth in the Terms that are due.

19.2.2. Where all Current Account balance is used by the Client in full and no funds necessary for discharging the obligations are available in the Client's account, the Company shall be entitled to grant Technical overdraft without specifically agreeing upon the same with the Client, i.e., the Company shall be entitled to grant non-revolving overdraft on the Client's Current Account for the sake of discharging the Client's obligations to the Company set in the Terms, the overdraft amount being equal to the amount deficient in the Current Account for discharging these particular obligations, and the Company shall be entitled to apply it towards repayment of the Client's debt. The Client shall not be entitled to receive once again the amount of the Technical Overdraft used.

19.2.3. The procedure for granting and repayment of the Technical Overdraft on Card Account is regulated by section 16.7. of the Terms above.

### **19.3. Procedure of granting, receiving and issuing an Overdraft**

19.3.1. In case of granting Technical Overdraft, the Company, without an order from the Client, shall use the Technical Overdraft by discharging the Client's obligations arising out of the Terms where the amount required for discharging those exceeds the balance of the Client's Current Account with the Company. This being the case, the overdraft shall be deemed used at the moment of discharging the obligations mentioned in the foregoing sentence, the overdraft amount being equal to the amount deficient for discharging the obligations. The Company shall inform the Client about the term and amount of the granted (provided) Technical Overdraft and the interest rate on the capital use by means of a specific Notice.

### **19.4. Overdraft Repayment**

19.4.1. The Client shall repay the Technical Overdraft on the last day of the current month.

19.4.2. Company shall be entitled to request that Client repay its overdraft at any moment. Client shall be obliged to repay its overdraft and make related payments to Company on the date of receipt of such request, by crediting Client's Current Account with the required amount. This being the case, the Company shall be entitled, without obligation, to exchange required amount of funds available in the Current Account into the overdraft currency at the general currency exchange rate set by the Company and to apply such exchanged funds towards repayment of the overdraft and payments under the overdraft.

### **19.5. Charges and interest payments**

19.5.1. The Client shall pay a Charge for the overdraft granting and the interest on the capital use for using the overdraft to the Company according to the Rates and Charges, unless the Parties have agreed otherwise.

19.5.2. The interest on the capital use for using the overdraft for one day shall be calculated assuming that a year is comprised of three hundred and sixty days (360) days, and the same shall be accrued for each calendar day of using the overdraft (Actual / 360). The days when the overdraft is granted (issued) and repaid shall be considered to be a single day.

If the Client receives the overdraft and repays it on the same day, the Company shall be entitled to withhold the interest on the capital use for using the overdraft for one day on the maximum overdraft amount used during the respective day.

## **20. Forex Terms**

### **20.1. General Forex Terms**

#### **20.1.1. Application**

The present Currency Exchange Terms shall apply to relations between the Client and the Company, in case the Client has applied for a forex Transaction with the Company. The Company shall execute forex Transactions in accordance with the list of convertible currencies set by the Company that is published at the Company's website [www.hawex.io](http://www.hawex.io). The Company shall be entitled to deny execution of a forex Transaction. This being the case, the Company shall not be obliged to explain the reason for denial to the Client. The Client may apply for a forex Transaction in the Client's Current Account. The Company shall execute the forex Transaction on the value

date. The value date shall be determined depending on the type of the forex Transaction and shall be agreed upon by the Client and the Company at the moment of concluding the forex Transaction.

20.1.2. The terms mentioned in clause 20.1 of the Terms shall have the following meaning: Spot Transaction – a forex Transaction the terms of executing which are as follows:

- a. TOD – the value date is the day of concluding the Transaction;
- b. TOM – the value date is the following Company day after the day of concluding the Transaction;
- c. Spot – the value date is the second Company day after the day of concluding the Transaction.

20.1.3. General and Special Currency Exchange Rate

20.1.3.1. A forex Transaction shall be executed at the general currency exchange rate of the Company. The Company shall be entitled to apply different currency exchange rates to the Transactions in cash and non-cash form.

20.1.3.2. In case the amount of a forex Transaction exceeds the amount stated in the Rates and Charges, the Client shall be entitled to apply for a special currency exchange rate for such Transaction.

20.1.3.3. A Transaction at a special currency exchange rate shall be considered concluded when the Parties have agreed on the currency to be bought and sold, the amounts, the currency exchange rate, the value date of the Transaction (by default, the term of execution TOD shall be applied to such Transaction).

20.1.3.4. In case the Parties have agreed, the special currency exchange rate shall be stated in the forex order, otherwise the Transaction shall be executed at the general currency exchange rate of the Company.

20.1.4. The Client shall be entitled to apply for the Transaction by submitting a forex order to the Company. Unless the Company denies execution of such forex order, the Client shall ensure that the amount necessary for executing the Transaction is available in the Client's account on the following Company day after the Transaction value date at the latest.

## **21. Savings Account Terms and Conditions**

21.1. Application

These Savings Account terms and conditions shall be applicable in cases where a Savings Account is opened for Client with Company.

21.2. Opening a Savings Account and execution of a Savings Account agreement Company opens a Savings Account for Client, provided a Current Account has already been opened for Client with Company, according to Client's Savings Account application executed in keeping with Company's requirements. A Savings Account agreement shall be considered concluded from the moment when Company opens a Savings Account for Client.

21.3. Funds in the Savings Account

21.3.1. Funds in Client's Savings Account are Client's demand deposits.

21.3.2. Client may deposit funds in its Savings Account only by making payment from Client's or other clients' Current Account with Company.

21.3.3. Client may only deposit funds in its Savings Account in one currency stated in the Savings Account agreement.

#### 21.4. Using funds deposited in the Savings Account

21.4.1. Client may only use funds deposited in its Savings Account by transfer of such funds to its Current Account with Company.

21.4.2. Funds available in the Savings Account may be transferred pursuant to Client's payment order executed in keeping with Company's requirements (hereinafter in this section 21 referred to as the Order).

#### 21.5. Closing the savings account

21.5.1. Client shall be entitled to file an application for termination of Savings Account agreement and closing its Savings Account at any time.

21.5.2. Company shall be entitled to terminate the Savings Account agreement and to close Client's Savings Account in cases where Client's Current Account is closed, as well as on other instances stated in the Terms.

21.5.3. Client shall pay Charge to Company for closing its Savings Account pursuant to the Fees.

21.5.4. Company shall transfer funds available in the Savings Account at the moment when the same is closed to Client's Current Account.