TERMS & CONDITIONS

1. Definitions and interpretation

1.1. Definitions

1.1.1. The following capitalized definitions when used in this Agreement have the following meanings:

1.1.1.1. **Agreement** has the meaning set out in Art. 2.2;

1.1.1.2. App has the meaning of Fortelis application developed by Fortelis for the Clients to be able to use Fortelis Services on their mobile devices;

1.1.1.3. **Business Day** has the meaning any day except Saturday, Sunday and public holiday in Lithuania;

1.1.1.4. Client has the meaning of the natural person of legal entity holding Fortelis Business Payment Account or Fortelis Business Payment Account with Fortelis;

1.1.1.5. **Electronic money (also referred to as funds in these T&C)** has the meaning of electronically stored value corresponding to the par value of the funds stored in Fortelis clients· bank Fortelis Payment Account represented by a claim against Fortelis;

1.1.1.6. **Fraud** has the meaning set out in Art. 19.2;

1.1.1.7. Linked User has the meaning of Fortelis Client (natural person) who has been added to Fortelis Payment Account by the Owner of Fortelis Payment Account;

1.1.1.8. Fortelis has the meaning of Fortelis, UAB, a limited liability company organized and existing under the laws of the Republic of Lithuania, company code 303262295, having its registered office at Perkūnkiemio str. 2, Vilnius, Lithuania and holding unlimited electronic money institution license No 11 issued by the Lithuanian financial supervisory authority Bank of Lithuania as of 13 July 2017 (https://www.lb.lt/en/sfi-financial-market-participants/fortelis-uab);

1.1.1.9. Fortelis Bank has the meaning of IT solution used to provide Services to the Client under the Agreement;

1.1.1.10. Fortelis Business Payment Account has the meaning of the payment account opened by Fortelis to the Client in order to use Fortelis Services for business needs;

1.1.1.11. Fortelis Payment Account has the meaning of the payment account opened by Fortelis to the Client in order to use Fortelis Services for personal needs;

1.1.1.12. Monthly Fee has the meaning of the amount of funds payable by the Client to Fortelis each month for the use of Fortelis Services. Monthly Fee is calculated against the Payment Plan assigned to the Client;

1.1.1.13. Owner of Fortelis Payment Account has the meaning of Fortelis client who has initiated opening of Fortelis Payment Account;

1.1.1.14. **Personalized Security Features** has the meaning of personalized one time code send by SMS or email send by Fortelis to the Client for the purpose of accessing Fortelis Payment Account and/or authorising Payment Orders. Fortelis shall be entitled decide on the type of Personalized Security Features to be issued and may change it at any time necessary.

1.1.1.15. Parties has the meaning of Fortelis and the Client;

1.1.1.16. **Payment** has the meaning of an act, initiated by the payer or on his behalf or by the payee, of placing, transferring or withdrawing Electronic Money, irrespective of any underlying obligations between the payer and the payee;

1.1.1.17. **Payment Order** has the meaning of an instruction by a payer or payee to its payment service provider requesting the execution of a Payment;

1.1.1.18. Payment Plan has the meaning of fees payable by the Client to Fortelis for Fortelis Services;

1.1.1.19. **Recurring Transfer** has the meaning of Payments to be executed on regular intervals indicated by the Client in advance;

1.1.1.20. **Security Threat** has the meaning set out in Art. 19.3;

1.1.1.21. **Services** has the meaning of services provided by us to the Client under the Agreement. Fortelis will provide the Client the following services: (a) opening of Fortelis Payment Account with a dedicated IBAN. Fortelis Payment Account enables the Client with an extensive range of services to support the Client's daily financial operations, including:

(i) execution of direct debits, including one-off direct debits;

(ii) execution of payment transactions through a payment card or similar device;

(iii) execution of credit transfers, including standing offers;

(b) issuance of Electronic Money to Fortelis Payment Account (and respectively withdrawal from);

1.1.1.22. **T&C** has the meaning of the terms and conditions set out herein and which forms a part of the Agreement;

1.1.1.23. **Unique Identifier** has the meaning of a combination of letters, numbers or symbols specified to the payment service user by the payment service provider and to be provided by the payment service user to identify unambiguously another payment service user and/or the payment Fortelis Payment Account of that other payment service user for a payment transaction or an email of other Fortelis client when the Payment is initiated within Fortelis Bank;

1.1.1.24. Website has the meaning of the website available at https://fortelis.com/en/ .

1.2. Interpretation

1.1.2. References to Sections and Articles, unless stated or the context required otherwise, shall be construed as references to Sections and Articles of these T&C.

1.1.3. References to Schedules, Annexes unless stated or the context required otherwise, shall be construed as references to Schedules and Annexes of these T&C.

1.1.4. References to legal acts (if any) shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such legal act.

1.1.5. In these T&C:

1.2.1.1. words importing the masculine gender include the feminine and the neuter and vice versa;

1.2.1.2. words in the singular include the plural and vice versa;

1.2.1.3. references to persons shall include legal persons, unincorporated associations and partnerships, in each case whether or not having a separate legal personality;

1.2.1.4. words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”.

2. Scope of T&C

2.1. Together with Privacy policy and other documents (if any), these T&C shall govern provision of Fortelis Services to the Client.

2.2. In addition to these T&C, the Agreement with Fortelis Payment Plans Schedule (here) and any other annexes, appendices or schedules entered into between the Client and Fortelis. The Client can obtain the documents to the Agreement online. The Client will be able to download and save documents to the Client’s device. In certain case, Agreement or separate document to the

Agreement will be sent by email to the address registered with Fortelis for the purpose of opening of Fortelis Payment Account.

2.3. The Client shall be entitled to use Fortelis Payment Account only for personal needs. If the Client is willing to start using Fortelis Services for the Client·s business purposes, the Client must open Fortelis Business Payment Account. Failure to do so will be considered as the material breach of the Agreement and will be subject to unilateral termination of the Agreement with an immediate effect.

3. Fortelis Payment Account

3.1. Fortelis Payment Account is a payment account that enables the Client to send and receive payments, as well as use other functionalities available in Fortelis Payment Account.
Fortelis Payment Account is not a bank account. Electronic Money held in Fortelis Payment Account does not constitute a deposit and Fortelis will pay no interest for holding it.

3.2. By executing the Agreement, the Client hereby acknowledges that the Lithuanian deposit guarantee scheme (in accordance with the Law on Insurance of Deposits and Obligations to Investors of the Republic of Lithuania) does not apply to Fortelis Payment Account.
Fortelis strictly adheres to the legal requirements under the European Union law and Lithuanian laws that are designed to ensure the safety and liquidity of the funds deposited for issuance of Electronic Money. In the unlikely event that Fortelis becomes insolvent, the Client·s Electronic Money may become valueless and unusable, and as a result the Client may lose the Client's Electronic Money.

3.3. The Client's funds transferred for issuance of Electronic Money are safeguarded in accordance with the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania. The Client shall retain the ownership of the funds transferred for the issuance of Electronic Money. In the unlikely event if Fortelis becomes insolvent, the Client·s funds transferred for issuance of Electronic Money shall be protected against any claims of the creditors. The Client shall bear no losses in such situation.

3.4. Electronic Money in Fortelis Payment Account belongs to the person that is registered as the Owner of Fortelis Payment Account. No other person shall have any rights to Fortelis Payment Account and/or Electronic Money issued to Fortelis Payment Account.

3.5. To benefit from Fortelis Services the Client must first open Fortelis Payment Account by registering his/her details on the Website or the App. As part of the signup process the Client will have to accept these T&C and Privacy Policy and any other documents that may be necessary, taking into consideration the scope of Services the Client intends to use.

3.6. The Client may only open Fortelis Payment Account if the Client is at least 18 years old (Fortelis shall be entitled to set different age limits to different Services and/or products offered by Fortelis to the clients at its sole discretion) and it is legal to do so in the Client·s

country of residence. By opening Fortelis Payment Account the Client represents and warrants to Fortelis that opening of Fortelis Payment Account does not violate any laws or regulations applicable to the Client. By accepting these T&C the Client undertakes to indemnify Fortelis against any losses Fortelis incurs in connection with the Client·s breach of obligation.

3.7. The Client may top up or withdraw Electronic Money from Fortelis Payment Account within the terms and conditions of these T&C.

3.8. The Client is entitled to open not more than 3 (three) Fortelis Payment Accounts. Fortelis discourages the Client from attempting to circumvent this provision, e.g. by trying to open a fourth Fortelis Payment Account. Such attempt will be considered as an attempt of fraud and shall result in termination of the business relationship between Fortelis and the Client and respectively of closing of all the Client·s Fortelis Payment Accounts that have been opened with Fortelis.

3.9. The Client shall be entitled to link other users to Fortelis Payment Account. Other users may only be linked by the Owner of Fortelis Payment Account. The extent to which each user is entitled to act is determined by the Owner of Fortelis Payment Account. Taking the foregoing into consideration, the Client is solely responsible to ensuring that each linked user is assigned with correct amount of rights in respect to Fortelis Payment Account. Any and all damages in relation to misuse of Fortelis Payment Account because of incorrect assignment of the rights shall be borne solely by the Client.

3.10. For the purpose of clarity, if the linked user to Fortelis Payment Account transfers to any third party access to such linked user·s Fortelis Payment Account, any and all actions performed on Fortelis Payment Account shall be considered as to have been performed by the Client and to correspond to the Client·s will. In the event, the Client and/or Fortelis suffers any damages in relation thereto, such damages are borne by the Client and the Client shall be obliged to fully reimburse damages suffered by Fortelis.

4. General requirements applicable to the Client

4.1. General

4.1.1. By executing the Agreement, the Client hereby confirms that the Client understands that execution of the Agreement shall be subject to the results of the Client's assessment, including, but not limited to, the Client·s AML/KYC assessment, to be carried out by Fortelis before the execution of the Agreement.

4.1.2. By executing the Agreement, the Client confirms that the Client understands that Fortelis shall be entitled to request the Client to provide information required to assess the Client's risk and/or information required for Fortelis to fulfil its obligations under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania. The Client hereby confirms

that the Client understands that Fortelis shall have the sole discretion to request the Client to provide additional information, i.e. not indicated in these T&C or other documents to the Agreement or in the questionnaires the Client will have to fill in for the purpose of opening of Fortelis Payment Account, if such information is required to perform the Client's assessment or to fulfil Fortelis obligations under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania and thus, the Client must to submit such information without a delay, within a term specified by Fortelis in the request for such additional information. Failure to meet the foregoing requirement and remedy it within the additional term indicated by Fortelis in writing will be considered as the material breach of the Agreement and will be subject to unilateral termination with an immediate effect of the Agreement by Fortelis.

4.1.3. By executing the Agreement, the Client represents and warrants to Fortelis that the submitted documents, data and/or information are true and correct in all aspects on the date of this Agreement and remain as such on each day of the Agreement.

4.1.4. By executing the Agreement, the Client undertakes to inform Fortelis in writing of any change in the circumstances submitted to Fortelis for the purpose of opening of Fortelis Payment Account. In relation to the foregoing, the Client must inform on the following changes in:

4.1.4.1. the Client·s documents submitted to Fortelis for the purpose of establishment of the Client's identity or assessment of the Client's risk;

4.1.4.2. Client's contact details;

4.1.4.3. the Client's financial standing that may affect the Client's ability to perform the Agreement or to perform the Client's obligations under other agreements that the Client is party to;

4.1.4.4. the ultimate beneficial owners; and

4.1.4.5. any other change in the Client's circumstances of relevance to the Agreement.

4.1.5. The above list is not exhaustive. Should the Client be of the opinion that the change that has occurred may have a material effect on performance of the Agreement, however, are not listed above, the Client must inform Fortelis on such changes.

4.1.6. The Client undertakes to inform Fortelis on such changes as soon as the Client becomes aware of them, however, not later than 5 (five) Business Days upon occurrence of such change. The Client hereby represents and warrants that the Client understands that such changes may result in a risk re-assessment and/or new additional requirements and/or restrictions or limits that would require amendment of the Agreement or may be subject to the termination of the Agreement.

4.1.7. Taking into consideration Art. 4.1.4, any change in the circumstances must be submitted in writing, in a form satisfactory to Fortelis (as set forth in these T&C) at the email address support@Fortelis.com . If the Client fails to meet the form requirement, it is considered that the

Client has failed to meet the Client's obligations under Art. 4.1.4 of these T&C and such failure is considered as the material breach of the Agreement and is subject to unilateral termination with an immediate effect of the Agreement by Fortelis.

4.2. AML/KYC requirements

4.2.1. As electronic money institution, holding an unlimited license issued by the Lithuanian financial supervisory authority Bank of Lithuania, Fortelis shall obliged to comply with the requirements of the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania. Therefore, by fulfilling the requirements under the Law on Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania, Fortelis will establish the Client·s identity before the execution of the Agreement for the purpose of the foregoing law.

4.2.2. Fortelis shall entitled to request and the Client is obliged to submit information, data and documents, as well as to fill in questionnaires submitted by Fortelis to the Client and/or perform other actions that may be required to establish the Client's identity to comply with the applicable law. Fortelis shall retain the right to re-establish the Client·s identity at any time during the term of the Agreement and in connection to that, to request to submit to Fortelis additional information, data and/or documents, fill in documents and/or perform actions. Failure to comply with this requirement or the negative result of such re-establishment of the identity shall be subject to termination of this Agreement with an immediate effect.

4.2.3. Fortelis shall be entitled to request the Client to submit to Fortelis information, data and/or documents regarding the Client·s Payments performed on Fortelis Payment Account in order to justify such Payments. Failure to comply with this requirement may result in suspension of Fortelis Services to the Client or may be subject to termination of this Agreement with an immediate effect by Fortelis.

4.3. Requirements regarding documents submitted by the Client

4.3.1. The Client must submit duly certified copies of the documents required to establish the Client·s identity following the instructions provided by Fortelis. Notwithstanding the foregoing, Fortelis shall retain the right to request to provide the hard copy of the document if Fortelis shall have any doubts regarding validity and/or legality of the document.

4.3.2. The documents or their copies must be of high resolution, all information must be clear and visible, there must be no amendments, deletions on the original of the document and its copy thereof. The copies of the documents that are issued outside the Republic of Lithuania must be duly authorized and legalized as required under Lithuanian law.

4.3.3. All documents (and such documents containing information) submitted by the Client to Fortelis shall be considered as true, effective and accurate on the day of the Agreement and shall remain as such on each day of the Agreement.

4.3.4. All documents must be submitted in English or Lithuanian language unless otherwise agreed with Fortelis in advance. In the event, translation of the documents shall be required, the translation must be duly authorized by the signature of the translator. All translation cost shall be borne by the Client.

4.3.5. In the event, the Client fails to submit the documents that meets the above requirements, Fortelis shall be entitled to refuse to accept such documents and shall not take into consideration the information consisting such documents. If the Client fails to cure such shortages within the term indicated by Fortelis in writing and such failure possesses too high risk to Fortelis (i.e. it is not possible to attribute the Client to higher risk group or it is not possible to establish the Client·s identity), Fortelis shall be entitled to terminate the Agreement with immediate effect.

5. Using Fortelis Payment Account

5.1. General

5.1.1. The Client must take all reasonable steps to keep username and password of Fortelis Payment Account safe at all times and never disclose it to any third parties. Fortelis personnel will never ask the Client to disclose the Client·s password to Fortelis or to any third party. If the Client receives a request to disclose the password or other login information anywhere else than on the Website or the App, the Client must not disclose the password or other login information for any reason and must immediately report such incident to Fortelis. Such report can be submitted by email to the address support@fortelis.com .

5.1.2. Fortelis recommends changing the password to Fortelis Payment Account regularly in order to reduce the risk of a security breach in Fortelis Payment Account. Fortelis also recommends not to choose a password that can be easily identified from the information someone might know or gather about the Client or a password that has a meaning. The Client must never allow anyone to access Fortelis Payment Account or have anyone watching accessing Fortelis Payment Account.

5.1.3. If the Client has any indication or suspicion of Fortelis Payment Account, login details, password or other Personalized Security Features being lost, stolen, misappropriated, used without authorization or otherwise compromised, the Client is advised to change the password immediately and inform Fortelis in relation thereto. Any undue delay in notifying Fortelis may not only affect the security of Fortelis Payment Account but may result in the Client being liable for losses incurred as a result. If the Client suspects that Fortelis Payment Account has been accessed by a third party, the Client should also contact local police and report the incident.

5.1.4. The Client must take all reasonable care to ensure that the Client’s email used to register with Fortelis is secure and can only be accessed by the Client, as the Client·s email address will be used to send one time codes to authorize the Payment or may be used to reset passwords or to communicate with the Client about the security of Fortelis Payment Account. In case email

address registered with Fortelis Payment Account during the term of Fortelis and the Client·s relationship is compromised, the Client must inform Fortelis without undue delay after becoming aware of this and contact the email service provider.

5.1.5. Irrespective of whether the Client is using a public, shared or his/her own computer to access Fortelis Payment Account, the Client must always ensure that the Client·s login details are not stored by the browser or cached or otherwise recorded. The Client should never use any functionality that allows login details or passwords to be stored by the computer the Client is using.

5.2. Topping of Fortelis Payment Account

5.2.1. To top Fortelis Payment Account, the Client will be required to indicate the amount of the deposit in EUR and select one of the available methods for topping up of Fortelis Waller available on Fortelis Website or App.

5.2.2. Fortelis shall be solely entitled to add other methods for topping up Fortelis Payment Account and respectively, to discontinue such methods at any given time and Fortelis does not give a guarantee regarding any top up method available on the Website and/or App at a particular time, provided at least one method is available at any time. The methods provided on the Website and the App may differ.

5.2.3. Fortelis will have no responsibility over the Client·s funds used to top up Fortelis Payment Account until Fortelis receives it to Fortelis clients· funds bank account. Electronic money will only be issued to Fortelis Payment Account after the respective amount has been credited to Fortelis clients· funds bank account and only in the amount received to Fortelis clients· funds bank account.

5.2.4. Fortelis shall retain the right to impose additional authorization measures for topping up Fortelis Payment Account.

5.2.5. The Client is solely responsible for the accuracy and completeness of the payment details entered for the purpose of topping up Fortelis Payment Account. In no event Fortelis shall be held liable for any losses the Client may suffer as a result of inaccuracy of the payment details.

5.2.6. The Client understands and accepts that the Client’s payment services provider may apply fees for executing a transfer to Fortelis clients· funds Fortelis Payment Account. The Client understands that Fortelis will not be responsible for the term within which the funds will be credited to Fortelis clients· funds bank account.

5.3. Withdrawing from Fortelis Payment Account

5.3.1. The Client may at any time request to withdraw part or all of the Electronic Money held in Fortelis Payment Account, in accordance with these T&C. To do so, the Client must log into Fortelis Payment Account and follow the instructions provided therein.

5.3.2. The Client may place a request to withdraw part or all of Electronic Money held in Fortelis Payment Account. Fortelis shall be solely entitled to add and respectively discontinue any withdrawal method at any time and Fortelis does not give a guarantee regarding any withdrawal method available on the Website or App at a particular time, as long as at least one withdrawal method is available anytime.

5.3.3. The Client's request to withdraw Electronic Money will be subject to submission of proof that the bank/payment account the Client is withdrawing to is opened under the Client's name. Failure to do so will result in rejection of the request to withdraw Electronic Money.

5.3.4. Fortelis will not charge for the withdrawal of the Electronic Money, however, since the withdrawal request is performed by a third party (i.e. payment services providers), withdrawal is subject to withdrawal fees.

5.3.5. The Client is solely responsible for the accuracy and completeness of the payment details entered for the purpose of withdrawal. In no event will Fortelis be held liable for the withdrawal redemption of Electronic Money to the wrong bank account if it happened due to wrong payment details provided by the Client. If the Client withdrew funds to a wrong bank account, the Client may request Fortelis to assist in reclaiming such funds, however, Fortelis gives no guarantee that the efforts to reclaim will be successful, nor assume any liability thereof.

5.3.6. Fortelis shall not be responsible for the withdrawal payment once the funds are received by the Client·s payment service provider as Fortelis is the payer and not the payment services provider for the purpose of withdrawal.

6. Payments

6.1. With Fortelis Payment Account the Client shall be entitled to execute the following Payments:

6.1.1. Payment to another Fortelis client within Fortelis Bank, request Payment from other Fortelis clients, and set Recurring Transfers;

6.1.2. SEPA Payments;

6.1.3. SWIFT Payments; and

6.1.4. Payment to other payment accounts opened with other payments systems.
In order to perform any of the above Payment, the Client must follow the instructions in Fortelis Payment Account.

6.2. Only Payments in EUR shall be available within Fortelis Bank.

6.3. The Client shall be entitled to set daily Payments limits within Fortelis Payment Account following the instructions provided in Fortelis Payment Account. If there are more users to Fortelis Payment Account, only Owner of Fortelis Payment Account and linked users with all rights shall be entitled to imposed such limits.

6.4. Payment Order is received:

6.4.1. in the event, the Payment is initiated by the Client, on the day such Payment Order is placed within Fortelis Bank;

6.4.2. in the event, the Payment Order is initiated by the other Fortelis client (i.e. payment initiated by the payee), on the day such Payment Order is authorized by the Client (the payer) to which the Payment request has been sent;

6.4.3. in the event of Recurring Transfers, the Business Day on which such Payment is deemed to be executed. If such day is not Business Day, then on the first following Business Day.

6.5. If the Payment Order is placed not on the Business Day or after 4 pm, such Payment Order is deemed to be received on the first following Business Day. Execution term of such Payment Order shall be calculated against the moment indicated herein.

6.6. The Client will be able to see the status of the Client·s Payment Orders on Fortelis Payment Account anytime by logging into Fortelis Payment Account. The Client shall only be entitled to cancel the Payment Orders only in the following situations:

6.6.1. in the event, the Payment is initiated by the Client, such Payment Order cannot be cancelled once such Payment Order is received in accordance with these T&C;

6.6.2. in the event, the Payment is initiated by the other Fortelis client (i.e. payment initiated by the payee), such Payment Order cannot be cancelled after the Client authorized such Payment Order in accordance with these T&C;

6.6.3. in the event, the Recurring Transfers is set, one Business Day before the Payment is due to be executed.

6.7. In the event, the Client indicated wrong Payment Order information and such Payment Order has not been executed yet, the Client may request to amend such Payment Order information by submitted a request to support@fortelis.com , however, Fortelis shall have no obligation to fulfil the Client's request or cancel such Payment Order. In the event the Payment Order was executed according to the Payment Order information indicated by the Client, Fortelis shall be considered as to have been duly performed its obligations and shall bear no responsibility to the extent of such Payment Order. The Client may request to correct the Payment Order's information (Unique Identifier) and Fortelis may satisfy such request; additional fee may be applicable for such corrections.

6.8. By placing the Payment Order, the Client must clearly express the Client's will. Placed Payment Orders must be clear, unambiguous and comply with the applicable law. Fortelis will not be held liable for errors, inconsistencies, repetitions and/or contradictions or other shortages in the Client's Payment Order and depending on the nature of such errors or shortcomings, Fortelis may execute such Payment Order according to the data provided in the Payment Order or reject execution of such Payment Order.

6.9. The Client is responsible for indicating correct payer's or payee's Unique Identifier and information that is required to execute the Client's Payment Order, if any (for the purpose of clarity, all information required to place Payment Order will be available on Fortelis Payment Account). Provided the Client has indicated the Unique Identifier and the respective Payment Order was executed against such Unique Identifier, Fortelis will be considered as to have been duly performed its obligations and shall bear no responsibility to the extent of such Payment Order. Fee for such Payment will be applied and will not be refunded to the Client even if Fortelis retracts the Payment and the funds will be credited back to Fortelis Payment Account.

6.10. The Client may be requested to enter additional data to proceed with the Client's Payment Order if such is required by the payee's payment services provider. The Client is solely responsible for entering the correct additional information.

6.11. Fortelis shall be entitled, however, not obliged, to verify if the Unique Identifier required to execute the Payment Order corresponds to name of the respective Fortelis Payment Account holder. Should Fortelis establish that name of Fortelis Payment Account holder and the Unique Identifier clearly mismatches, Fortelis shall be entitled to reject such Payment Order. Nevertheless, if Fortelis executes the Payment Order against the provided Unique Identifier, Fortelis shall be deemed to have duly and in full fulfilled its obligations in relation to such Payment Order.

6.12. Taking into consideration Art. 6.9, Fortelis will help the Client to retract the Payment, however, Fortelis gives no guarantee that Fortelis will be able to do so. Fee shall be applicable for the attempt to retract Payment, irrespective if such attempt is successful or not. If Fortelis was unable to retract the Payment and credit it back to Fortelis Payment Account, Fortelis will furnish the Client with the information required for the Client to independently purse return of the Payment.

6.13. The Client's Payment Order may not be executed or execution it may be delayed on the following cases:

6.13.1. Fortelis has reasonable doubts if the Payment Order was submitted by the Client;

6.13.2. Fortelis has reasonable doubts regarding legality of the Payment Order;

6.13.3. Fortelis has reasonable doubts regarding content of the Payment Order;

6.13.4. Fortelis has doubts whether the information, data and/or documents provided in relation to the Payment Order are true and authentic;

6.13.5. Payment Order placed by the Client raises other doubts that can be reasonably justified by Fortelis.

The above list is not exhaustive. In the event of any of the above, Fortelis shall be entitled to request the Client to provide additional information, data and/or documents or perform certain actions to clear doubts in relation to the Payment Order. By executing the Agreement, the Client represents and warrants that in such an event, Fortelis shall not be held liable if the Client suffers any damages in relation to delayed Payment Order.

6.14. Fortelis shall be entitled to request the Client to provide any and all supporting information, data and/or documents evidencing the Client's ownership, nature of origin and legality of the funds in Fortelis Payment Account and/or reasoning the Payment Orders placed by the Client. Fortelis will not be liable against the Client for non-execution of the Payment Order if the Client fails to comply with Fortelis request.

6.15. Payment Orders shall be executed on the Business Days, unless indicated otherwise. Payment Orders shall be executed within following terms:

6.15.1. Payment Orders within Fortelis bank (to other Fortelis clients) shall be executed within period of 10 (ten) minutes;

6.15.2. Sepa Payment Orders shall be executed not later than on the next Business Day;

6.15.3. Payment Orders in EUR within the Republic of Lithuania and placed not later than 12 pm shall be executed on the same Business Day provided such Payment Order shall be placed on the Business Day;

6.15.4. other Payment Orders shall be executed within 4 (four) Business Days.

6.16. Fortelis will be held liable for the proper and due execution of the Payment Order in accordance with these T&C and applicable law, unless Fortelis is aware that the Payment has been received by the payee's payment services provider and can prove that. If the Payment Order was not executed or was executed not in timely and due manner and in accordance with these T&C, Fortelis shall be obliged:

6.16.1. to refund Fortelis Payment Account with the amount of such Payment Order; and

6.16.2. to restore balance in the Client·s Fortelis Payment Account to such extent as if the Payment has not been executed; and

6.16.3. to ensure that the Client shall suffer no damages in relation to failure pay or receive (whatever may be the case) the interest on the certain term.
In the above event, Fortelis will use its best efforts to track such Payment and no fee will be applied for such retraction.

6.17. If the Payment is initiated by the payee, Fortelis shall ensure transfer of the Payment request to the payer in timely and due manner. Fortelis shall be responsible to secure that the payee suffers no damages in relation to the late transfer of Payment request.

6.18. If additional actions are required in relation to the Payment Order, including, but not limited to, correction of errors in the Client's Payment Order, the Client shall be informed about such required additional actions by email at the address which has been indicated for the purpose of opening of Fortelis Payment Account. In the event the Client·s error in the Payment Order resulted in the rejection of such Payment Order, fee for such Payment Order shall be applied as it has been executed.

6.19. The Client's Payment Order will be rejected if there are errors in the Client's Payment Order and Fortelis is not able to correct such errors. In there is sufficient data to correct such errors, Fortelis shall be entitled, but not obliged, to do so by itself and execute the amended Payment Order. If the error in the Payment Order resulted in the rejection of such Payment Order, fee for such Payment Order shall be applied as it has been executed.

6.20. By entering into the Agreement with Fortelis, the Client hereby consents to constantly monitor the balance of Fortelis Payment Account and ensure that the balance required for execution of the Client's Payment Order is available upon placement of such Payment Order. Fortelis does not undertake to monitor the balance of Fortelis Payment Account and send the Client notifications in anyway in relation thereto.

6.21. If the Client·s Fortelis Payment Account is seized or use of it suspended, the Client shall not be able to place Payment Order, placed Payment Orders shall not be executed.

6.22. Fortelis shall be entitled to suspend the execution of the Client·s Payment Order if such is required under the applicable law or because of other reasons that Fortelis cannot control.

6.23. If Payment is initiated by the payee, such Payment shall only be executed once the Client (the payer) authorizes such Payment and the payee provided the payer with the respective information of such Payment in advance. If the Client authorised the Payment initiated by the payee and upon the authorisation of the Payment (a) the Client was not aware of the amount of the Payment and (b) amount of the exceeded the Client's reasonable expectations, the Client may request for a refund of such Payment. The Client must submit the request for the refund within 8 (eight) weeks following the day of Payment.

6.24. The Client must immediately inform Fortelis if Fortelis Payment Account has been credited with the funds that do not belong to the Client. The Client must not use such funds in any

way irrespective of the reason such funds have been credited to Fortelis Payment Account. By executing the Agreement, the Client hereby irrevocably consents that such erroneous funds may be deducted from Fortelis Payment Account without the Client placing the Payment Order. If there is not sufficient amount of funds on Fortelis Payment Account, the Client must immediately, however, not later than within 5 (five) Business Days, credit the respective amount of funds to Fortelis Payment Account. Until the Client fulfils the foregoing obligation, Fortelis shall be entitled to freeze the remaining amount of funds on Fortelis Payment Account and suspend execution of the Client·s Payment Orders. If the Client does not credit Fortelis Payment Account with the respective amount of funds within 5 (five) Business Days, Fortelis shall be entitled to exercise other rights to retract such funds in accordance with the applicable law. By executing the Agreement, the Client hereby represents and warrants that the Client understands that in such an event the Client shall not only be obliged to return such funds, but also to reimburse any and all cost and/or damages suffered by Fortelis regarding retraction of such funds.

6.25. If the Client·s Payment Order is refunded and Fortelis is not responsible for such a refund (e.g. Payment Order cannot be executed because of the erroneous Unique Identifier etc.), fees in relation to execution of such Payment Order will not be refunded and additional fees in relation to Fortelis Payment Account with the refund shall be applied.

6.26. If Fortelis is liable for non-execution or inappropriate execution of the Payment Order, no fees shall be applicable to such Payments.

6.27. The Client must regularly monitor Fortelis Payment Account and review any and all transactions on Fortelis Payment Account, including, but not limited to the Client·s Payment Orders and Payments and inform Fortelis of any discrepancies on Fortelis Payment Account no later than 13 (thirteen) months following the day of the execution of the Payment by sending an email to support@fortelis.com .

6.28. Fortelis shall be entitled to outsource third party service providers in order to provide Services to the Client, including, but not limited to, to execute the Client's Payment Orders. By executing the Agreement, the Client represents and warrants that the Client understands that execution of the Client·s Payment Order may be suspended by such third party and Fortelis shall not accept any liability in relation to such suspension, however, Fortelis shall put its effort to identify reasons of such suspension.

7. Authorisation

7.1. All Payments must be authorized before their execution. Payments Orders are authorized by the Client authenticating the Payment Order by following the instructions provided by Fortelis.

7.2. In order to authorize the Payment, the Client shall use its Personalized Security Features. In relation to the Personalized Security Features, the Client shall be obliged:

7.2.1. to use Personalized Security Features following the instructions provided by Fortelis. If the Client fails to follow such instructions, the Client shall be responsible for any and all damages in relation thereto;

7.2.2. to keep Personalized Security Features not accessible to third parties in any way. Client's obligation to ensure safety of the Personalized Security Features also includes a duty to secure that not only the Personalized Security Features would not be lost, stolen or misappropriated in any other way, but also Personalized Security Features would not be available for copying or obtaining data required to access to authorize Payment Orders in any other way without physically obtaining them;

7.2.3. immediately inform Fortelis about loss, theft or other misappropriation or unauthorised use of Personalized Security Features.

7.3. Fortelis shall retain the right to block Personalized Security Features if it is required so for security reasons. Such blocking may be temporary or permanent. The Client will be informed on such blocking by issuing an email to the email address used to open Fortelis Payment Account, unless Fortelis is not entitled to do so under applicable law. Blocking shall be removed once the ground for it is expired.

7.4. Fortelis shall retain the sole right to request the Client to perform additional actions to authenticate the Client's Payment Order, i.e. such actions may be not directly indicated in Fortelis Payment Account. Should Fortelis employ such right, the Client shall be respectively instructed by email to the address used to register with Fortelis. Any and all authorizations performed on Fortelis Payment Account shall be deemed to be made by the Client and have the same legal effect as the wet signature fixed on the hard copy of the document. Such authorization shall be considered as the appropriate means of proof evidencing that the Payment has been authorized and in such case, the Client shall not be entitled to contest such Payment.

7.5. In the funds were written off Fortelis Payment Account and the Client did not authorize such Payment, Fortelis shall be obliged as soon as practically possible, however, not later than until the end of the Business Day following the day when Fortelis became aware of such an unauthorised Payment to have been executed:

7.5.1. to refund the Client with the amount of such unauthorised Payment; and

7.5.2. to restore balance in Fortelis Payment Account to such extent as if the Payment has not been executed; and

7.5.3. to ensure that the Client shall suffer no damages in relation to failure pay or receive (whatever may be the case) the interest on the certain term,
save for the cases of fraud.

7.6. The Client must notify Fortelis on any and all unauthorized Payments on the Client·s Fortelis Payment Account in compliance with Art. 6.27.

8. Fees

8.1. By executing the Agreement, the Client undertakes to settle for Fortelis Services in accordance with these T&C.

8.2. Fees applicable to the Client are available here. Fortelis shall be entitled to unilaterally change the applicable fees for the Services as set forth in Section 13. By executing the Agreement, the Client represents and warrants that the Client has familiarized himself/herself with the applicable fees and respective terms and conditions in relation thereto.

8.3. The Client shall pay the Monthly Fee. The Monthly Fee shall be calculated for each calendar month and shall not be refundable. Such fee shall be deducted from Fortelis Payment Account. The Client is obliged to ensure that there is sufficient amount of funds to pay the Monthly Fee. Should there be insufficient amount to deduct the Monthly Fee, the use of Fortelis Payment Account shall be suspended until sufficient funds are credited to Fortelis Payment Account to pay the Monthly Fee. In the foregoing event, any and all damages suffered in relation to suspension of Fortelis Payment Account shall be borne by the Client. The Client shall be entitled to change the Payment Plan anytime. For the purpose of clarity, interest shall be applicable on the late payments of Monthly Fee.

8.4. In order to change the Payment Plan, if that shall be possible, the Client must follow instructions provided in Fortelis Payment Account on Website or in the App.

8.5. Any and all fees payable in relation to the Payment shall be indicated before the authorization of the Payment Order. By executing the Agreement, the Client authorizes Fortelis to deduct the fees applicable in relation to execution of Payment Orders for the term of the Agreement.

8.6. Applicable fees shall be deducted upon execution of the Client's Payment Order. The Client is obliged to ensure that there is sufficient amount of funds in the Client·s Fortelis Payment Account to pay the applicable fees in relation to the Payment Order placed. By executing the Agreement, the Client represents and warrants that the Client understands that Fortelis shall be entitled to reject the Client·s Payment Order if there is not sufficient amount of funds in Fortelis Payment Account.

8.7. If for whatever reason Fortelis did not deduct the Monthly Fee or other applicable fee under the Agreement, Fortelis shall be entitled to do so within 1 (one) year following the day when the Monthly Fee was due or the day the Payment was executed or any other payments for the benefit of Fortelis was due.

8.8. In the event of a failure to settle for Fortelis Services in timely and due manner as indicated in these T&C, the Client shall be obliged to pay default interest equal to 0.03% against the outstanding amount for each day until full and proper settlement with Fortelis.

8.9. There are no fees for Fortelis cards, except for top-up. Transfers to virtual cards cost 1.5%, to physical cards 3%.

9. Rights and obligations

9.1. Fortelis rights and obligations

9.1.1. Fortelis shall be obliged to provide the Services in accordance with the Agreement and applicable law.

9.1.2. Fortelis shall be entitled:

9.1.2.1. to request information, data and/or documents for the purpose of performance of the Agreement;

9.1.2.2. to deduct fees from Fortelis Payment Account in accordance with the terms and conditions of the Agreement;

9.1.2.3. to suspend use of Fortelis Payment Account; and

9.1.2.4. other rights indicated in the Agreement or the applicable law.

9.2. The Client's rights and obligations

9.2.1. The Client shall be obliged:

9.2.1.1. to use the Services in accordance with the terms and conditions of the Agreement and applicable law;

9.2.1.2. not to open more than three Fortelis Payment Accounts unless Fortelis has authorised the Client otherwise;

9.2.1.3. not to access Fortelis Services from anonymous IP addresses;

9.2.1.4. not to submit false, misleading or inaccurate information, data or documents;

9.2.1.5. not to use Fortelis Payment Account for illegal, unlawful or fraudulent activities;

9.2.1.6. not to use Fortelis Payment Account for activities that may harm Fortelis brand and image;

9.2.1.7. not to use Fortelis Payment Account for morally or ethically dubious purposes, or purposes which in any way violate applicable laws, rules and regulations;

9.2.1.8. not to use Fortelis Payment Account for the benefit of third party;

9.2.1.9. not hack, improperly access or interfere with Fortelis Bank and other software and/or applications (if any) required to provide Services to the Client;

9.2.1.10. not to infringe Fortelis or any third party·s copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;

9.2.1.11. submit any and all information, data and/or documents requested by Fortelis for the purpose of provision of Services under the Agreement;

9.2.1.12. not to disclose to any third party the Personalized Security Features issued for the purpose of use of Fortelis Payment Account. It is the Client·s obligation to familiarize each linked user of Fortelis Payment Account of such requirement. In the event, the Client fails to comply with this provision or the Client could, however, the Client did not, prevent transfer of such Personalized Security Features or committed such transfer deliberately or due to gross negligence, the Client shall assume full liability for the losses incurred and the Client undertakes to indemnify the losses of other persons, if any, if they have suffered damages due to the Client's or the Client's representative omission; and

9.2.1.13. act fairly and to comply with the provisions of the Agreement (including, but not limited to these T&C).

9.2.2. The Client shall be entitled to request Fortelis to provide Services within the terms and conditions under the Agreement.

10. Intellectual property rights

10.1. Fortelis (or Fortelis third party vendor, as the case may be) shall be the owner of Fortelis Bank and other software and/or applications required to provide Services to the Client by Fortelis. Proprietary rights and other intellectual property rights that may be attached to Fortelis Bank and/or other software and any other application shall belong exclusively to Fortelis or the relevant third party.

10.2. In relation to Art. 10.1 the Client shall not:

10.2.1. make any copies of Fortelis Bank, other software and/or applications; nor

10.2.2. modify, adapt, reverse engineer, decompile or disassemble, create derivative works of, publish, distribute or commercially exploit Fortelis Bank, other software and/or applications or any content of Fortelis Bank; nor

10.2.3. remove any copyright or proprietary notices on Fortelis Bank, other software and/or applications; nor

10.2.4. use, distribute or disclose confidential, personal or sensitive information within the content of Fortelis Bank, other software and/or applications without appropriate authority;

10.2.5. make any unlawful or unauthorized use of Fortelis Bank, other software or other applications (including attempt to gain unauthorized access, introducing any computer virus or malware or inhibiting their operation).

10.3. In the event of any of the above situations indicated in Art. 10.2.1, the Client shall be liable to reimburse any direct and indirect damage and losses of Fortelis and/or third party related to such event. Notwithstanding the foregoing, any such event shall constitute a material breach of the Agreement and shall grant Fortelis the right to immediately terminate this Agreement irrespective of the terms and conditions of the termination indicated in this Agreement and to block any access to Fortelis Payment Account, other software and/or applications if Fortelis shall consider that necessary to safeguard Fortelis or third party·s intellectual property and to avoid any further damages and losses of Fortelis and/or third party.

10.4. The Client shall not be entitled to use Fortelis trademark without Fortelis written consent in advance. For the purpose of the Agreement, trademark shall be defined as Fortelis word and/or graphic mark.

11. Use of personal data

11.1. Any and all personal data in relation to the performance of the Agreement shall be processed in accordance with Fortelis Privacy Policy.

12. Assignment

12.1. Fortelis shall be entitled, without the Client·s prior consent, to assign the Agreement to a third party, whether in whole or in part. In such cases, the Agreement shall continue in force, without changes, with the new party entering instead of Fortelis as the contracting party.

12.2. The Client shall not be entitled to assign or in any other way transfer the Agreement or any rights thereunder to a third party, whether in whole or in part without Fortelis prior consent in writing.

13. Changes to Agreement

13.1. Fortelis shall be entitled to unilaterally amend the Agreement, including applicable Fees, with a 60 (sixty) days written notice, unless stated otherwise in the document to the Agreement. Shorter notice shall be given if quicker modifications to the Agreement shall be objectively justifiable. Shorter notice may be given, if such modification is in response to change of applicable law, requirements of public authorities, for security reasons or otherwise shall be objectively justifiable. Notwithstanding the foregoing, Fortelis reserves the right to not inform the Client on the changes that are favourable to the Client (e.g. reduction of fees) or are not of the material effect. For the purpose of this Agreement, grammar and style changes, amendment of the mistakes, paraphrasing, changing order of the sentences, articles or sections or introducing new wording aiming to better understanding of the provisions of the Agreement provided that none of the aforementioned changes in any way reduce or limit the Client's rights or aggravate the Client's situation shall be not be considered as having material effect.

13.2. Notice regarding amendment of the Agreement shall be sent to the email at the address registered with Fortelis for the purpose of opening of Fortelis Payment Account.

13.3. For avoidance of any doubt, the Client shall have no right to amend the Agreement unilaterally, which shall be in writing signed by both parties.

13.4. In the event, the changes shall be made to the Agreement, such changes shall be considered to have been approved by the Client unless such changes disadvantage the Client and the Client, acting prior to the date of effectiveness of the changes, shall inform Fortelis that the Client shall not wish to be subject to the new terms of Agreement by issuing email to support@fortelis.com . For the sake of clarity, use of Services after new edition of the Agreement shall come into effect, shall be considered as the Client's approval of the new edition of the Agreement (and the respective changes).

13.5. If the Client shall inform Fortelis in writing that the Client does not wish to be subject to the new edition of the Agreement, the Agreement shall be considered terminated on the date on which the new version of the Agreement shall enter into force.

14. Non-disclosure

14.1. Fortelis and the Client shall be obliged to treat all information relating to the contractual relationship between Fortelis and the Client as confidential, irrespective of the form such information is obtained. The duty of confidentiality shall apply unless otherwise agreed in writing and in cases where the Party shall be required to disclose such information by law, regulation or a decision taken by the public authority, or where the information in question shall be already publicly available and this fact cannot be attributed to other Party's breach of contract.

14.2. Fortelis shall be entitled to disclose information about the Client to third parties, to the subcontractors and other companies, provided that such disclosure shall be required in order for Fortelis to fulfil its obligations under the Agreement.

14.3. If the Agreement should cease to apply as a result of the Client's material breach of the Agreement, or because the Client has facilitated or aided and abetted fraud, Fortelis may be obliged to report the Client to the respective authorities and such report shall not be considered as the breach of non-disclosure obligation.

14.4. Section 14 shall apply during the term of this Agreement and shall continue to apply once the Agreement is terminated.

15. Representations and warranties

15.1. Each Party hereby represents and warrants to other Party that the following representations and warranties of the Party are true and correct in all aspects on the execution date of the Agreement and remain as such on date when the Agreement comes into force, as if made anew:

15.1.1. Authorisations. The Party has full right, power and authority (including decisions and consents from its bodies, creditors and authorities) required to execute the Agreement and perform the obligations indicated herein and all such decisions and consents are valid and enforceable. The Agreement constitutes valid and binding obligation of the Party, enforceable in accordance with its terms.

15.1.2. Non-conflict. Neither the execution of the Agreement nor the compliance by the Party with its terms and provisions will conflict with, or result in a breach or violation of any of the terms, conditions and provisions of (i) any permit, consent, decision, judgement, order, decree or ruling of any person, authority, organisation or dispute resolution body, to which the Party is subject; (ii) any transaction or commitment to which the Party is a party; or (iii) any applicable laws or laws of incorporation country;

15.1.3. No proceedings. There is no claim, action, suit, proceeding, arbitration, investigation or hearing, pending or threatened, by or before any authority or dispute resolution body against the Party that might adversely affect the ability of the Party to perform its obligations under the Agreement;

15.1.4. Capacity. The Party is (i) a duly established company and is not subject to bankruptcy, restructuring, insolvency, reorganisation, spin-off or liquidation under laws of incorporation country and no such bankruptcy, restructuring, insolvency, reorganisation, spin-off or liquidation is pending or threatened against the Party; or (ii) natural person acting in full capacity.

16. Liability

16.1. Liability, limitation of liability

16.1.1. Notwithstanding any other provisions of these T&C that shall discuss the liability of Fortelis and limitation of liability, under no circumstances shall Fortelis be liable for any

specific, indirect or incidental loss, operating losses, consequential damages, claims by third parties and/or lost data, profits, revenue, customers, goodwill or interest in any other circumstance.

16.1.2. Notwithstanding the foregoing and without thereby limiting liability, the Client shall indemnify Fortelis for any losses or claims, including claims for damages, and for any complaints, legal proceedings or expenses (including, within reasonable limits, lawyers' fees), including but not limited to any fine or fee imposed on Fortelis as a result of the Client·s breach of and/or failure to comply with the Agreement and/or all relevant rules, regulations and legislation applicable to the Client. The foregoing shall apply irrespective of the Agreement being terminated.

16.1.3. No limitation of liability shall be applicable if that shall not be allowed under the applicable law.

16.1.4. Fortelis shall not be held liable for the following:

16.1.4.1. for any Payment and loss in relation to such Payment that resulted from the Client's failure to protect the Client·s log in to Fortelis Payment Account information and means required to authorize execution of the Payment (irrespective of the reason) or from loss, theft or misappropriate of Fortelis Payment Account or Personalized Security Features required to log in into Fortelis Payment Account or to authorize execution of the Payment or breach into Fortelis Payment Account and the Client did not immediately informed Fortelis of loss, theft or misappropriate of Fortelis Payment Account or Personalized Security Features;

16.1.4.2. errors, delays, suspension of funds and discrepancies that occurred by third parties beyond Fortelis control;

16.1.4.3. breach of any Fortelis obligations caused by third parties beyond Fortelis control;

16.1.4.4. for any consequences resulting from the termination of the Agreement, suspension of Services or delay of Payment by Fortelis if Fortelis acted in accordance of the Agreement and applicable law;

16.1.4.5. for breach of the Agreement and/or any and all damages that occurred because of Fortelis compliance with the applicable law and/or court order and/or order by other state authorities.

16.1.5. The Client may suffer up to EUR 50 (fifty euro) damages for an authorized Payment in the case such damages are suffered in relation to loss, theft or misappropriate of the Personalized Security Features.

16.1.6. The Client shall suffer no damages for an unauthorized Payment in the following cases:

16.1.6.1. the Client could have not noticed loss, theft or misappropriate of the Personalized Security Features until execution of an unauthorized Payment, unless the Client acted unfair;

16.1.6.2. Fortelis shall be liable for an unauthorized Payment.

16.1.7. Any and all damages shall be suffered by the Client in relation to unauthorized Payments arising because of failure to:

16.1.7.1. comply with the rules of use of the Client's Personalized Security Features resulting from the Client's wilful misconduct or gross negligence or the Client acting unfair;

16.1.7.2. inform Fortelis immediately on loss, theft or misappropriate of the Personalized Security Features as soon as practically possible;

16.1.7.3. follow Fortelis instructions regarding protection of the Client·s Personalized Security Features,
shall be borne by the Client.

16.2. Force Majeure

16.2.1. Notwithstanding the foregoing, Fortelis shall not be liable for losses incurred as a result of failure to comply with its obligations in connection with circumstances beyond Fortelis· control. Even in areas where stricter liability rules prevail, Fortelis cannot be held responsible for losses incurred as a result of:

16.2.1.1. failure of IT systems, inability to access IT access, damage to the data maintained in the IT systems as a result of any of the reasons listed below, irrespective of whether Fortelis or a third party is responsible for the operation of such systems,

16.2.1.2. a power supply failure or failure in Fortelis· telecommunications systems, legislative or administrative interventions, natural disasters, war, revolution, civil unrest, sabotage, terrorism or vandalism (including virus attacks and computer hacking),

16.2.1.3. strikes, lockouts, boycotts or blockades, regardless of whether the conflict is directed against or was started by Fortelis or by Fortelis· organisation, and regardless of the cause of such conflict. The foregoing also applies if the conflict only affects portions of Fortelis and other circumstances that are beyond Fortelis· control.

16.2.2. Fortelis· exemption from liability in the event of force majeure does not apply if:

16.2.2.1. at the date of the Agreement Fortelis should have foreseen the circumstances giving rise to the loss, or if Fortelis should have been able to avoid or overcome the cause of the loss or consequences thereof by taking appropriate commercial precautions;

16.2.2.2. the legislation under all circumstances makes Fortelis liable for the circumstances giving rise to the loss.

17. Suspension of Fortelis Payment Account

17.1. Fortelis shall be entitled to suspend Fortelis Payment Account in the following cases:

17.1.1. the Client fails to submit to Fortelis requested information, data and/or documents within time indicated in such a request;

17.1.2. the Client fails to settle with Fortelis in timely and due manner in accordance with the terms and provisions of the Agreement;

17.1.3. the Client has negative balance on Fortelis Payment Account;

17.1.4. Fortelis has reasonable doubts regarding origin of the funds on Fortelis Payment Account;

17.1.5. Fortelis has reasonable doubts regarding Payment Order (i.e. its reasonability, purpose, legality etc.);

17.1.6. Fortelis has reasonable grounds to suspect that money laundering or terrorist financing has been or is intended to be carried out via Fortelis Payment Account;

17.1.7. Fortelis becomes aware of the theft, loft or misappropriate of the Client·s Personalized Security Features granting access to Fortelis Payment Account;

17.1.8. Fortelis has reasonable ground to believe that Fortelis Payment Account is being used by other persons rather than the Client;

17.1.9. the Client uses Fortelis Payment Account in such a way that requires prior approval of Fortelis of such way of use;

17.1.10. Fortelis becomes aware of any other circumstances which may prevent the Client from proper fulfilment of the Client's obligations under the Agreement;

17.1.11. the Client·s use of Fortelis Payment Account contradicts provisions of the Agreement and/or applicable law; and

17.1.12. Fortelis is obliged to do so in accordance to the applicable law.

17.2. The above list is not exhaustive and Fortelis shall be entitled to suspend the Client·s use of Services on any other ground if Fortelis shall see it necessary to protect interests of the Client and/or Fortelis and/or clients· of Fortelis and/or the Client. Suspension of use of Services shall be removed once the ground for such limitation shall extinct. In certain cases,

depending on the grieve of situation, the above circumstances may result in unilateral termination of the Agreement by Fortelis with an immediate effect.

17.3. Depending on the reason that led to the suspension, Fortelis may explain circumstances in relation to the suspension of Fortelis Payment Account and respectively provide the Client with instructions how to cure the situation at hand, unless Fortelis shall not be entitled to do so under the applicable law.

17.4. Fortelis shall not be held responsible for any of the Client·s loss or damages suffered by the Client in relation to suspension on use of Services provided Fortelis had a grounded reason to suspend the Client's use of the Services.

18. Termination

18.1. The Agreement shall come into effect on its execution and shall remain as such until terminated in accordance with the terms and conditions of the Agreement.

18.2. The Client shall be entitled to terminate the Agreement within term of 14 (fourteen) calendar days following the date of the Agreement with no additional cost. If the Client is willing to terminate the Agreement as indicated herein in this Article, the Client must submit Fortelis notification of waiver either by email. At least the following information must be indicated in the notification of waiver: the Client's name, last name, personal code (if assigned), date of birth, citizenship, residence address and date and number of the Agreement and it must be signed. Failure to comply with the requirements for the notification of waiver shall result in rejection of such notification of waiver. The Client are solely responsible for indicating the required data and information and making sure that such data is correct and accurate. The Client understands that failure to do so may result in maturity of the term during which the Client can exercise the right to waive of the Agreement. By executing the Agreement, the Client represents and warrants that the Client understands that in the event of termination of the Agreement in accordance with this provision, the Client will not be refunded with any fees that the Client has paid to Fortelis under the Agreement for the Services that have been provided for the Client before the receipt of the notification of waiver.

18.3. The Client shall be entitled to terminate the Agreement anytime by servicing a written termination notice by email at least 30 (thirty) days in advance.

18.4. Fortelis shall be entitled to terminate the Agreement by servicing the Client a written termination notice by email at least 60 (sixty) days in advance.

18.5. Fortelis shall be entitled, with an immediate effect, to terminate the Agreement if:

18.5.1. at the day of the Agreement, the Client provided inaccurate or incomplete information about the Client of which Fortelis was not and was not able to be aware of and if Fortelis was

aware of such circumstances to exist before the or on the day of the Agreement, Fortelis would have not executed the Agreement;

18.5.2. there is a major change in the Client's circumstances, to the extent that if such circumstances existed before the or on the day of the Agreement, the Agreement would have not been executed;

18.5.3. the Client failed to provide information regarding changes after execution of the Agreement;

18.5.4. the Client poses too high risk of money laundering and/or terrorist financing;

18.5.5. the Client is in material breach of the Agreement;

18.5.6. the Client's breach of the Agreement continues, and such breach is not cured by the Client within the time limit specified in writing by Fortelis;

18.5.7. the Client's activities shall include illegal or unlawful activities;

18.5.8. the Client becomes subject to debt collection action or shall be entered in debtors' register;

18.5.9. in Fortelis opinion, the Client·s activities or actions shall be damaging or may damage the image/reputation of Fortelis;

18.5.10. the Client is included or becomes included during the term of this Agreement in the sanctions list;

18.5.11. Fortelis becomes aware of the Client·s

18.5.12. bankruptcy or death;

18.5.13. Fortelis is required to do so in accordance to the applicable law.

18.6. The Client shall be liable to reimburse any and all Fortelis· direct and indirect damages and losses that were suffered regarding termination of the Agreement on any of the grounds indicated in Art. 18.5.

18.7. If the Agreement is terminated, Fortelis shall be entitled to deduct from Fortelis Payment Account amount payable by the Client to Fortelis, state authorities or third parties, any and all outstanding penalties, damages, losses and other amounts that Fortelis has suffered or paid due to the Client·s fault. Should there were not sufficient funds on Fortelis Payment Account, the Client undertakes to credit the Client·s Fortelis Payment Account with the respective amount of funds without undue delay, however, not later than within 5 (five) Business Days following Fortelis request in writing.

18.8. Termination of the Agreement shall not release the Client from the proper fulfilment of all liabilities that arose before the termination of the Agreement.

18.9. Even if the Agreement is terminated, it shall remain valid in respect of outstanding claims at the time of the Agreement's expiry.

19. Notification on Fraud and Security Threats

19.1. In the event of misappropriate of data related to provision of Services, suspected or executed Fraud or Security Threat, the Client will be informed by Fortelis by email at the address registered with Fortelis for the purpose of opening of Fortelis Payment Account, by phone and/or other telecommunication facilities. In order to properly identify the Client, Fortelis may ask the Client to provide Fortelis with the data known to Fortelis. In the event, the Client was informed on Fraud and/or Security Threat by phone call, such phone call shall be recorded. Fortelis shall be entitled to suspend the use of Fortelis Payment Account and execution of the Client·s Payment Orders or Payments during the time that Fortelis shall require to clarify if there was no Fraud executed and/or Security Threats.

19.2. For the purpose of the Agreement, Fraud shall be defined as:

19.2.1. an unauthorized Payment, including, but no limited to, resulting from the loss, theft, or misappropriation of the Personalized Security Features or other sensitive payment data, regardless of detectability or root cause;

19.2.2. the Payments, Payment Orders which were placed and authorized by the Client that acted unfair and was misrepresented, regardless of intent;

19.2.3. the Payments executed as a result of the Client being manipulated.

19.3. For the purpose of the Agreement, Security Threat shall be defined as the risk of inadequate or insufficient internal processes or external events that have or may have a negative impact on the availability, integrity and confidentiality of information and communication technology (ICT) systems and / or payment service information. This includes the risks associated with cyber attacks or insecurity.

20. Communication

20.1. To communicate with Fortelis, the Client may send an email to the address support@fortelis.com or a message via Freshdesk here. The Client will be serviced a reply to the Client·s email address used to register with Fortelis. The Client is obliged to check that email constantly.

20.2. All communication will be conducted in English or Lithuanian.

20.3. When the applicable law requires Fortelis to provide the Client with information on a durable medium, Fortelis will send the Client an email to the Client·s email address used to register with Fortelis.

21. General

21.1. Language. The Parties hereby agree that the language of the Agreement shall be English.

21.2. Entire Agreement. This Agreement shall contain the entire agreement between the Parties hereto with respect to the relationship contemplated herein, and all prior negotiations, representations, agreements and understandings are merged into, extinguished by and completely expressed by it. The Parties shall execute any other instruments or documents or perform any other acts that shall be or may be necessary to effectuate and carry on the purposes set forth in this Agreement.

21.3. Sub-contraction. Fortelis shall be entitled to sub-contract any third party for the purposes of provision the Services under this Agreement. Notwithstanding the foregoing, Fortelis shall remain liable to the Client regarding proper provision of the Services under this Agreement.

21.4. Waiver. Any failure or delay by any Party in exercising any right or remedy in one or many instances shall not prohibit a Party from exercising it at a later time or from exercising any other right or remedy. No part of this Agreement may be waived, modified, amended, or supplemented in any manner whatsoever except by a written document signed by authorized officers of the Parties.

21.5. Invalidity. If any provision of this Agreement shall be found by any court or legal authority to be invalid, unenforceable or illegal, the other provisions shall remain valid and in force and, to the extent possible, the provision shall be modified to ensure it is valid, enforceable and legal whilst maintaining or giving effect to its commercial intention.

21.6. Effect. All provisions of this Agreement which by their nature shall be intended to continue shall survive termination, including terms relating to exclusions and limitations of Fortelis· liability, intellectual property restrictions and reimbursement of damages.

21.7. Accrue rights. Termination of this Agreement or the Services shall not affect accrued rights and obligations of Fortelis and the Client except unless such rights were accrued unlawfully or in breach of this Agreement.

21.8. Enforceability. No provisions of this Agreements shall be intended to be enforceable by any other person other than the Parties of this Agreement.

21.9. Governing law. This Agreement shall be governed by the Lithuanian law and Lithuanian courts shall have jurisdiction to hear any disputes arising out of or in connection to this Agreement.

21.10. Counterparts. This Agreement may be executed in counterparts, all of which taken together will constitute one single agreement between the Parties.

21.11. Titles and Subtitles. Titles and subtitles used in this Agreement shall be used for convenience only and shall not be considered in the interpretation of this Agreement.

21.12. Conflict. In the event of any conflict and/or discrepancy between these T&C and the Special T&C, the Special T&C shall prevail. In the event of any conflict and/or discrepancy between these T&C and the Website T&C, these T&C shall prevail.

21.13. Further Assurances. The Client shall execute and deliver such other instruments and documents, and take such other actions, Fortelis reasonably requests or as are necessary or appropriate to evidence or effect the transactions contemplated by this Agreement.

22. Hearing of Complaints

22.1. If the Client is of the opinion that the Client's rights and/or interests related to the Agreement and/or Fortelis Services have been violated, the Client can submit the complaint to Fortelis. All information on how to submit a complaint and how your complaint shall be handled, including, but not limited to, the terms of handling of the complaint shall be available in the following link here.

22.2. If you are a consumer and you are unsatisfied with our response, you may apply to the Lithuanian financial supervisory authority Bank of Lithuania (Žirmūnų str. 151, 09128 Vilnius, Lithuania; https://www.lb.lt//lt/daugiau-apie-gincius-su-finansiniu-paslaugu-teikeju#ex-1-2) regarding settlement of a dispute. The application must be submitted in Lithuanian language.

PRIVACY POLICY

1. ABOUT FORTELIS

- Secure Nordic Payments, UAB, a private limited liability company, established and operating under Lithuanian law, legal entity code 303262295, registered address at Perkūnkiemio str. 2, Vilnius, the Republic of Lithuania, is an electronic money institution which is considered as Data Controller for the purposes of this Privacy policy.

2. DEFINITIONS

- The following definitions when used in this Privacy policy have the following meanings:
- Account or Fortelis Account has the meaning of the account created by Fortelis to the Client;
- Client has the meaning of an individual or legal entity holding Fortelis Account;

- Mobile APP has the meaning of Fortelis mobile applications used for provision of Services.
- **Privacy Policy** has the meaning of this privacy policy;
- **Personal data** has the meaning of information that can be used to identify you directly or indirectly.
- Services has the meaning of the services provided by Fortelis to its Clients;
- Fortelis has the meaning prescribed in Art. 1 of this Privacy Policy;
- Website or Fortelis Website has the meaning of the website available at https://www.Fortelis.com/ ;
- We have the meaning of Fortelis;
- You have the meaning of the person whose Personal data is processed by Fortelis.

3. SCOPE OF PRIVACY POLICY

- This Privacy Policy describes how Fortelis collects, uses, stores, shares, and protects your Personal Data whenever you use Services through the Website or Fortelis Mobile APP or by corresponding with us (for example by email or by filling massaging form on the Website).
- Personal data collected by Fortelis are processed in accordance with the Law on Legal Protection of Personal Data of the Republic of Lithuania, the General Data Protection Regulation, and other legal acts. All employees, agents, and employees of the agents of Fortelis who know the secret of Personal data must keep it safe even after termination of the employment or contractual relationship.
- For the processing Personal data, Fortelis may engage data processors and/or, at its sole discretion, hire other persons to perform certain functions on behalf of Fortelis. In such cases, Fortelis shall take necessary measures to ensure that such data is processed by the Personal data processors in accordance with instructions of Fortelis and applicable legislation. Fortelis shall also require the Personal data processors to implement appropriate measures for the security of Personal data. In such cases, Fortelis shall ensure that such persons will be subject to the non-disclosure obligation and will not be able to use this information for any other purpose, except to the extent necessary to perform the functions assigned to them.
- We assume that you have carefully read this document and accepted it. If you do not agree with this Privacy Policy, then you should refrain from using our Services or opening an Account. This Privacy Policy is an integral part of Fortelis·s Terms of Use.
- We may change this Privacy Policy from time to time. We will post any Privacy Policy changes on Website and Mobile APP additionally sending you an email informing about changes made. Continued use of Fortelis·s Website and/or Mobile APP implies your acceptance of the revised Privacy Policy.
- Fortelis respects the individual·s right to privacy and makes all reasonable efforts to ensure the security and confidentiality of Personal data and other information processed on this Website and Mobile App.
- You can visit this Website not providing any information about yourself, however, if You want to open an account in the Fortelis system and/or use other payment services offered by

Fortelis, Fortelis will ask you to provide Personal data indicated in the system and to carry out established identification procedures.

- Fortelis reserves the right, at its sole discretion to alter the provisions of the present Privacy Policy, therefore, when visiting this website, you have a responsibility to make sure that you are familiar with the latest version of the Privacy Policy that applies to you at the time you are visiting the website.

4. PERSONAL DATA WE COLLECT

4.1. General

- To provide You with Fortelis Account and Services thereof, Fortelis is bound by law to establish and verify your identity prior to entering financial services transactions with you, also, at the time of the provision of the services, to request further information, as well as assess and store this information for the retention period set out by legislation. Taking this into account, you must provide correct and complete information.
- Personal Data is collected and used during 3 principal steps: registration, identity verification and the use of Fortelis Account and Services.

4.2. Processing of registration data

- In the registration process we collect your email address and telephone number. Submission of herein mentioned Personal data is mandatory for your registration. Failure to provide your email address/telephone number or decision to delete or object to processing of email address/telephone number will result in dismissal of your registration.
- Finalizing your registration you will have to confirm your email address provided after the respective message is sent to it.
- After providing Personal data for registration you can continue with an application for opening the Account. For this purpose we need to request more information to meet legal and regulatory obligations. Therefore proceeding with the Account opening you should provide us your additional Personal Data, which may include data as such: Name, Surname, Date of birth, personal code, Residential Address, Correspondence address for delivery of Debit Card (if different from residential address), mobile phone number, ID document number (national identification card/Passport Number/Itinerary document), ID document number expiry Date, Nationality, Occupation, Source of Funds, account number, copy of identification document (ID/Passport/Itinerary document), photo, signature, IP address, and any other information you provide us in order to prove your eligibility to use our services. Submission of herein mentioned Personal data is mandatory for Account to be created and opened. Failure to provide mentioned Personal data will lead to dismissal of application for account opening.
- To open the Account we need to know what expected activities on it are. Therefore during the process of opening your Fortelis Account you must determine and indicate such activities and provide details of it. Such information is collected and processed to comply with legal and regulatory obligations. Sometimes we need to request more information to

identify you or to meet legal and regulatory obligations. When that is necessary, you will be prompted to provide such information.

- If you contact us, we will keep a record of that correspondence (i.e. date of the letter, subject, the content of the correspondence).
- Personal data collected by Fortelis in the Registration step is used for the following purposes:
    - Account opening;
    - Client identification;
    - Client risk assessment mandatory under the applicable laws;
    - To provide Clients with support, letting them know about upcoming changes or improvements of Website and/or Mobile APP;
    - Provide Clients with information regarding changes of any terms or conditions applicable to them or Services they use as well as other important information.
- Fortelis processes Client·s registration data on the legal basis of:
    - Your consent, expressed when voluntarily submitting your Personal Data details which are not mandatory; and
    - Conclusion and performance of contractual arrangements and obligations between Fortelis and the Client;
    - for compliance with a legal obligation to which Fortelis is subject.
- You may at any time edit, update, or delete your contact details contacting our service center via e-mail support.fortelis.com . Please note that you will be able to request deletion of your contact details and other registration data only if there is no legal obligation for Fortelis to preserve such data by the applicable laws.

4.3. Processing of Client verification data

- For the Account to be created you must verify your identity. We verify you by the Personal data you provide during registration. However such Personal data must be confirmed, therefore in addition, for verification purposes we also rely on verification services, managed, and provided to us by our service providers.
- While exercising this verification step, you will be requested to upload your ID document. You will undergo facial verification. For the mentioned purposes we receive and rely on a certain confirmation from our service providers that your identity is verified. Please note, that under the applicable laws Fortelis is obligated to collect and store all data received during Client identification and verification process therefore scanned copies of ID documents, data related to facial recognition and other information will be stored by Fortelis in accordance with this Privacy policy and applicable legislation.
- Fortelis may request to provide further information (i. e. information on participation in politics (through enhanced customer identification, a bank statement) that will allow Fortelis to reasonably identify you and verify your identity. Fortelis reserves the right to contact you and request to provide more information or approve that provided information is up-to-date and valid.
- Fortelis processes the above-mentioned Personal data used for Client·s verification to comply with regulatory and legal obligations as well as to ensure that Clients are not

attempting to create additional Accounts or to commit fraudulent actions. Refusal to undergo ID and facial verification will terminate your Account opening process.

Processing of your ID document, facial verification data, uploaded to a third-party database as described above, is covered by third parties' privacy policies. All Personal data you provide for the verification process shall be provided directly by you to our service provider performing your verification and therefore processing of such data shall be covered by the policies of such service provider. You should carefully review privacy policies of such Service providers before starting the verification process.

4.4. Processing of data generated while using our Mobile App

- To provide quality user experience for you we create a possibility to use our Services through the Mobile App. While you are using our Mobile App we collect and process (but not limited to):
    - your login history for the security purposes.
    - history and other information of your actions while using Mobile app to: (i) ensure the functionality of Mobile App and to provide further updates and improvements, (ii) ensure compliance with a legal obligation.
    - device geolocation.
    - IP address.
    - device info (name, model, operating system, unique ID).

4.5. Processing of data generated while using Fortelis Account

- While you are using our Services and Account, we are collecting the following information:
    - History of transactions (date, information of payer and payee, i. e. name, surname, account number, purpose of transaction, amount of transaction) is processed to: (i) ensure the functionality of Mobile App and to provide further updates and improvements, (ii) ensure compliance with a legal obligation;
    - Messaging history, including, but not limited to, claims and complaints made by you is processed due to the performance of obligations regarding provision of Services, our responses to you, names of messages, the dates of messages. Please note that we identify you by email, which you have submitted during the registration process. When you submit your request, always provide your email. In other case we will not be able to identify you properly and submit the information requested by you or to fulfil your request;
    - Your behavior while using Account (your clicks, visited sections) to ensure the improvements of functionality of Website;
    - Your payment card information: date of issue and expiry date to provide you Services;
    - Massage content: if you include a message with your payments, the content of that massage is stored by Fortelis;

    - Cookies: like most Websites and mobile applications we use cookies. Please see information on cookies we use in our cookie policy .

- Fortelis processes Personal Data collected while using Services and Account on the following legal basis:
    - Conclusion and performance of contractual arrangements and obligations between Fortelis and the Client; and
    - Pursuance of legitimate interests of Fortelis, as controller and manager of Webpage platform;
    - for compliance with a legal obligation to which Fortelis is subject.

4.5. Personal data of other individuals

- In providing personal data of any individual other than yourself to us during the use of our Services, you agree that you have obtained consent from such individual to disclose their personal data for collection and use. By providing such Personal data to us you bear all the responsibility towards such individuals if you have not received proper consents for such provision and you undertake to indemnify us for any liability which may appear due to unlawful provision and/or disclosure of personal data.

5. OTHER PURPOSES FOR USE OF PERSONAL DATA

5.1. Developing the Website and Mobile App

- We use Personal data to conduct research and development of our Website, Mobile App and Services to provide you and others with a better, more intuitive, and personalized experience, driving membership growth.

5.2. Client support

- We use Personal data to keep in touch with you to provide you with customer service, notify you on news and updates, and provide you with security notices or information.

5.3. Security and investigations

- We use Personal data for security, fraud prevention and investigations. We use your Personal data (including your communications) if we think it is necessary for security purposes or to investigate possible fraud or other violations of our Terms of Services, this Privacy Policy, implementing the regulatory and legal obligations. We may ask you to provide any additional information which we think may influence the process of investigation or examination of your complaint / request.

5.4. Profiling

- Profiling carried out by Fortelis involves processing of personal data by automated means for the purposes of legislation relating to risk management and continuous and periodic monitoring of transactions to prevent fraud. Such ongoing profiling is based on legitimate interests of Fortelis, the performance of a legal obligation and the execution of the agreement.

5.5. Providing information on similar products and services

- When you sign up to Fortelis, we give you the opportunity to opt in to offers and promotions. If you choose to opt in, we then use your data to tailor offers to you, so they are more likely to interest you. You can opt out again at any time by going to the Settings in your app or browser. You can adjust your preferences or tell us you do not want to hear from us, at any time. We will not pass your details on to any outside organizations for their marketing purposes without your permission.
- When we use social media for marketing, your information may be shared with social media platforms, who may use it to check if you also hold an account with them. If you do, we may ask the advertising partner or social-media provider to:
- use your information to send our adverts to you when we think you might like one of our new products;
- not send you our adverts, because you already used the service advertised;
- advertise to people with a similar profile to you (e.g. if one of our services might appeal to someone with interests like yours).
- If you want us to stop sharing your personal information for marketing purposes, just let us know via the Fortelis website or app, or by emailing dpo@fortelis.com . You can also manage your marketing preferences directly with the social media platforms you are signed up to.

5.6. Third Party Information

- We will combine this information with information we have collected about you and we will use this information to help us better understand your financial circumstances and behaviour so that we may make decisions about how we manage your Account and to decide about whether to agree to approve application on Account opening.

6. PERSONAL DATA RECEIVED FROM THIRD PARTIES

- We collect and receive your Personal data from yourself, as well as from the following sources:
    - We work closely with third parties to help us deliver our Service to you. These third parties are business partners, sub-contractors in technical, payment and delivery services, advertising networks, analytics providers, search information providers, credit reference agencies, fraud prevention agencies, customer service providers and developers. Information we may collect about you from such parties can include

credit search information, information which helps us to verify your identity or information relating to your payment transactions.
    - Other legal sources, such as public registers, internet search engines, public sources such as social media.
- If you are a beneficial owner, shareholder, representative or employee of our corporate client we are collecting your Personal data to fulfill legal and regulatory obligations. Your Personal data is provided to us by the representatives of the company where you hold a certain position. Personal data received under this clause is processed in accordance with the provisions of this Privacy policy and you have all the rights of the Data subject listed herein in this Privacy policy and in the applicable laws.

7. HOW WE SHARE PERSONAL DATA

- To provide you with the Services and meet our legal and regulatory obligations, we use third parties' services, and such third parties use personal data in delivering their services to us. Therefore we may share the information we collect about you with our service providers (Data processors) such as:
    - Cloud storage/servers' providers. We use their service to store your data safely and securely.
    - Card issuing institutions. For providing you with a card to use our Services.
    - Identification and verification services providers – to verify your identity.
    - Auditors, accountants, and lawyers: To complete financial, technical, and legal audits of Fortelis operations, we may need to share information about your Account as part of such an audit.
    - Other service providers with which we have concluded service provision agreements or when such sharing is mandatory according to applicable law.
- We only use the services of those data processors which ensure safeguards and use technical and organizational security measures equivalent to the ones required by EU General Data Protection Regulation.
- Processing personal data inside and outside the EEA
    - The data that we collect from you will be transferred to, and stored at, a destination inside the European Economic Area (EEA).
    - Personal data may be processed outside of the EEA for us to fulfill our contractual obligations towards you to provide the Services. We will need to process your personal data for us, for example, to action a request made by you to execute an international payment, process your payment details, provide global anti-money laundering, and counter terrorist financing solutions and provide ongoing support services. We will take all steps to ensure that your data is treated securely and in accordance with this privacy policy.
- Our Legal Obligation to Use or Disclose Personal Data
    - As a regulated financial institution, we may need to share your Personal Data to state and public authorities. We will only do so when we are legally required to provide information or when we need to take legal action to defend our rights, as well as the cases, where we have a belief in good faith that access, use, preservation or

disclosure of the information is reasonably necessary to meet any applicable law, regulation, legal process or enforceable governmental request, enforce applicable Terms of Services, including investigation of potential violations, detect, prevent or otherwise address fraud, security or technical issues.

- Other
    - Fortelis may partner with other financial institutions, such as Banking, credit, and financial services partners, including banking partners, banking intermediaries, credit companies and international payments services providers. With their help we can provide you Services and to meet legal and regulatory requirements we might be obligated to share your account details with such partners to the extent you transact or interact with customers of such partners.

8. YOUR RIGHTS

- You are entitled to the following rights regarding the protection of your Personal Data:
    - The right to request access information we process about you: this right enables you to receive a copy of the personal data we hold about you;
    - The right to request to correct incorrect / inaccurate information about you: this right enables you to have any incomplete or inaccurate Personal data we hold about you to be corrected. Please note that we may need to verify the accuracy of the new data you provide to us.
    - The right to request to transfer all or part of the Personal data: This right enables you to ask us to provide you with your Personal data in a structured, commonly used, machine-readable format, which you can then transfer to another appropriate data controller. Note that this right only applies to automated information which you initially provided for us to use and consented for its use or where we used the information to perform a contract with you.
    - The right to request erasure of Personal data: This right enables you to ask us to delete or remove personal data where there is no good reason for us to process it, or if you have successfully exercised your right to object to processing (as described in clause 9.1 herein below). Please note that Fortelis as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to retain certain information you have provided for several years, as indicated in certain legislation, therefore we may not always be able to comply with your request of erasure for the mentioned reasons. We will notify you at the time of your request if the situation is as described.
    - The right to request restriction of data processing: This right enables you to ask us to suspend the processing of your personal data in the following cases: (a) if you want us to establish the data's accuracy; (b) where our use of the data is unlawful but you do not want us to erase it; (c) where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; (d) you have objected to our use of your data but we need to verify whether we have overriding

legitimate grounds to use it. Please note that such requests may lead to a situation that we may not be able to perform our contractual obligations towards you or enter a contract with you. If this would be the case, we will notify you about it.

- The right to object to processing of Personal Data when processing is carried out based on legitimate interest: This right can be exercised in a situation where we are relying on our legitimate interest (or those of a third party) but in your situation such processing impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. Please note that Fortelis as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to process your certain Personal data for compliance purposes, therefore in some cases, we may demonstrate that we have compelling legitimate grounds to process your Personal data which override your rights. Please note that requirements of the mentioned laws supersede any right to objection under applicable data protection laws. If you object to the processing of certain data, then we may not be able to provide you Services and it is likely we will have to terminate your account.
- To exercise any of the rights mentioned above, please reach out to our client support team via email by filling out a request form on our Website or contact our Data Protection Officer as indicated below. We may ask you to verify your identity and for more information regarding your request.

9. HOW LONG DO WE KEEP YOUR DATA

- Fortelis as a regulated financial institution is obligated under the applicable laws regarding prevention of money laundering and terrorist financing as well as of Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania to retain your Personal data for several years:
  - Client identification data and verification data – eight years after termination of the contract relations in accordance with the Law of the Republic of Lithuania on the Prevention of Money Laundering and Terrorist Financing;
  - History of transactions – five years after terminations of the contract relations in accordance with the Law of the Republic of Lithuania on the Electronic Money and Electronic Money Institutions.
- We therefore use this retention requirement as a benchmark for all personal data that we receive from you. To not hold your information for longer than is strictly necessary we will not hold any of your personal data for more than 8 years after the termination of our business relationship.

10. COMPLAINTS

- You have the right to lodge a complaint to the national Data Protection Agency (DPA) in the country of residence in the event where your rights may have been infringed. We would,

however, appreciate the chance to deal with your concerns before you approach the DPA and find a solution at your satisfaction. So please contact us in the first instance.

- Please be noticed that Fortelis identifies you by personal data and e-mail, which you have provided to Fortelis when you signed up for the services. When you submit your request, always provide your personal details and send your request via email you have submitted when you signed up for the services. In other cases we will not be able to identify you properly and submit the information requested by you or to fulfil your request.

11. FORTELIS·S DATA PROTECTION OFFICER

- Contact email: dpo@fortelis.com who are responsible for matters relating to privacy and data protection.
- If you have any further questions regarding the Personal data Fortelis collects, or how we use it, then please feel free to contact the Data Protection Officer at the details as indicated above hereof.