

TERMS AND CONDITIONS

Version 1.0, February 2025

RECITALS

- (A) WHEREAS, Customer wishes to engage Solidgate for the provision of Services as described herein;
- (B) WHEREAS, Solidgate has agreed to supply the said services on the terms and conditions set out hereby;
- (C) WHEREAS, it is the express objective and intention of the Parties to this Agreement to achieve a high degree of efficiency in their professional relationship, to their mutual benefit;
- (D) WHEREAS, Customer further acknowledges and agrees that it shall not engage in any illegal actions or activities in connection with the provision of the Services;

NOW, THEREFORE, in consideration of the above recitals, which recitals are expressly made an integral part of this Agreement, and in further consideration of the promises, covenants, conditions and mutual obligations hereinafter contained, the Parties agree and covenant as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) words denoting the singular include the plural and vice versa;
- (c) a reference to a person includes a reference to any individual or legal entity and any governmental authority;
- (d) if the numeric and literal versions of a number differ – the literal version shall have precedence;
- (e) a reference to a specific Clause, Subsection, Annex, Schedule or Preamble is a reference to the applicable Clause, Subsection, Annex, Schedule or Preamble hereof;
- (f) references to any law or normative act shall include any changes, amendments, supplements or substitutions of such law or normative act (in whole or in part);
- (g) a reference to any agreement or document is a reference to that agreement or document as may be amended, novated, supplemented, extended or restated, however, to the exclusion of any amendments and supplements made in breach of this Agreement; and
- (h) a reference to a party to any document (including to this Agreement) includes that party's successors and permitted assigns.

1.2. The Preamble and the Schedules to this Agreement shall form an integral part thereof.

1.3. In this Agreement:

Account	means Account held (or to be held) with Solidgate in the name of Customer, who and/or whose Authorized User(s) pursuant to the application/notification by the Customer to Solidgate from time to time, shall be connected through the internet via Internet Banking and/or via electronic and/or other connections/instruments as shall be determined or made available by the Solidgate to its Customers and their Authorized Users from time to time.
Affiliate	means legal entities Controlling, Controlled by, or under common Control with Customer, Solidgate, or other entity depending on the context.
Agreement	means an agreement between Solidgate and Customer for provision of Services, the integral parts of which are the Application, these terms and conditions, Schedule A, and any additional terms or documents incorporated by reference.
Anti-Corruption Laws	means the U.S. Foreign Corrupt Practices Act ("FCPA") and any other applicable anti-bribery and anti-corruption laws and regulations, including, without limitation, any laws intended to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (the "OECD Convention").
Applicable Law	means English Law. Where context requires, the Applicable Law shall include Anti-Corruption Laws, Data Protection Laws, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a respective governmental authority that is binding upon or applicable to Parties, as amended unless expressly specified otherwise.
Application	means a form, in such format as accepted by Solidgate, completed by the Merchant for the purpose of opening an Account or requesting any Service provided by Solidgate from time to time.
Authorized User	means a person authorized by the Customer to access, manage, and operate Account(s), business relationships, services, credentials, and any payment instruments or means of accessing the Account. Authorized User includes: <ul style="list-style-type: none">(a) an authorized signatory, representative, or equivalent of the Customer.(b) an Internet Banking/User Interface user, meaning the Customer and/or Authorized User(s) who have access to or use any or specified Internet banking/User Interface services or parts thereof.
Business Day	means a day (excluding Saturdays and Sundays) on which banks are open for general business in Cyprus.
CBC	means the Central Bank of Cyprus, a public institution which supervises the professionals and products of the Cyprus financial sector. The CBC

is located at 80, Kennedy Avenue, Cy-1076 Nicosia P.O.Box 25529, Cy-1395 Nicosia.

Confidential Information

means any information, including but not limited to, the Proprietary Information, information about existence of this Agreement, its peculiarities, and relations between the Parties and any information or material:

- (a) concerning this Agreement, either Party's internal business, employees, policies and/or actual or potential customers; or
- (b) which derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Provided, however, that the Confidential Information excludes any information or material:

- (a) which is or subsequently becomes known to the general public other than through a breach by the receiving party;
- (b) which is already known to the receiving party before disclosure by the disclosing party;
- (c) which is independently developed by the receiving party without use or reference to the Confidential Information of the other; or
- (d) which the receiving party rightfully receives from third parties without restriction as to use or disclosure.

Control

means, in relation to any person, the possession, directly or indirectly, of:

- (a) the power to direct, or cause the direction of, the management and policies of that person; or
- (b) such securities (or other rights) as confer on the holder thereof the right to exercise in excess of fifty per cent (50%) in number of all votes exercisable in general meeting of all the members of such person,

and "Controlling" and "Controlled" shall be construed accordingly.

Customer

means a legal person with whom this Agreement is executed and in whose name the Account is established or provided. Any reference to the Customer shall be deemed to include the Customer's Authorized User. If the Customer utilizes additional services from Solidgate (e.g., acquiring services) under the terms of a separate agreement, any reference to the Merchant shall also be deemed to include the Customer.

Data Protection Laws

means any applicable data protection, privacy or secrecy laws or regulations including, if applicable, Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR").

Digital Onboarding

means a process of completing and submitting a digital Application on the Solidgate's website in such form as accepted by Solidgate to open Account or receive other Services of Solidgate from time to time.

Effective Date	means the date of the Agreement, stated on the first page of the Agreement or, if the Agreement is accepted by checking the box on Solidgate's website, the date indicated on Solidgate's website, executed by the Parties.
E-money	means any monetary value stored on a E-money Account, representing a claim on Solidgate. E-money represents the value of the funds stored electronically (on or in relation to the Account or other instrument/device), for the purpose of allowing the Customer to make payment transactions with available e-money.
E-money Account	means an Account where, upon receipt of funds towards the Account, E-money is issued in relation to the Account.
User Interface	means an Internet Banking interface (whether an app or browser-based interface) used by Customer to undertake Internet Banking. If the Customer utilizes additional services from Solidgate (e.g., acquiring services) under the terms of a separate agreement, any reference to the Hub shall, subject to the technical context, also be deemed to include the User Interface.
Internet Banking	means the dedicated electronic platforms provided at any time by Solidgate to the Customer and its Authorized Users for the purpose of accessing and managing Accounts, executing payments, conducting currency exchanges, and carrying out other transactions, orders, or instructions and shall include, but are not limited to, systems that enable the selection and utilization of payment services and other products offered by Solidgate.
Customer Information	means all information and/or documents about the Customer or any Authorized User reasonably requested by Solidgate and provided by Customer in order to enable Solidgate to comply with Applicable Law.
Party or Parties	mean(s) Solidgate and Customer referred to either alone or jointly.
Proprietary Information	means all right, title and interest, including without limitation any patent, copyright, design, trade name, trademark, service mark or other intellectual property right (whether registered or not) including without limitation ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, tracings, diagrams, models and other information relating to any such intellectual property and other intellectual property rights, in and in relation to the Services and all components used in the provision thereof, including without limitation, any software delivered to Customer, any technology embodied or implemented in the Services, any computer code provided by Solidgate to Customer, websites and computer networks, business methods, business processes, website designs, graphics, text, content, trade names, trade secrets and know-how, and all documentation in relation to the foregoing, used in the provision of the Services.
Schedule A	means the effective list of fees, charges, commissions, and other applicable expenses related to the Customer's accounts and services provided by Solidgate. Schedule A includes all specific fees and charges applicable to various payment transactions and services.

Security and Authentication Credentials means the tools, information, and methods assigned to or created by the Customer or an Authorized User for secure access to the User Interface, payment instruments, and other related services. These credentials ensure proper identification, authentication, and security during operations.

Security and Authentication Credentials include, but are not limited to:

- (a) Login IDs, passwords, and PINs assigned to access the User Interface or perform transactions;
- (b) One-Time Passwords (OTPs), Digipass Apps, and other dynamic security elements.

Services means services offered by Solidgate to Customer under this Agreement.

Wallet means an Account where, upon receipt of funds towards the Account, E-money is issued in relation to the Account.

2. GENERAL PROVISIONS

- 2.1. The subject of the Agreement is to determine rules of cooperation between the Parties in the scope of the use of the Services by the Customer.
- 2.2. By signing this Agreement, including by signing the Application, completing and submitting Digital Onboarding, or otherwise, the Customer authorizes Solidgate to open and maintain an Account on their behalf. Customer may withdraw such consent by terminating this Agreement following the procedure set forth by this Agreement.
- 2.3. As part of the Services, Solidgate will provide Customer, among others, with the services of account setup, maintenance, payment processing, currency exchange, and other related services.

3. ACCOUNT

- 3.1. Account is a non-interest-bearing accounts opened in IBAN (International Bank Account Number) format for Customer (IBAN Account) which allows execution of payment transactions.
- 3.2. Current Account may be opened as a single-currency or a multi-currency account. Solidgate at its sole discretion may restrict or not allow use of certain currencies.
- 3.3. Account enables use of the following services subject to any restrictions thereon:
 - (a) incoming/outgoing payment transactions (wire transfers) from/to accounts with other payment service providers (credit institutions, payment institutions, electronic money institutions) within and outside the EEA via payment settlement systems (such as but not limited to SCT, SCT RT1, TIPS, TARGET2, SWIFT);
 - (b) incoming/outgoing payment transactions from/to Accounts within Solidgate.
- 3.4. Application for and use of other services and functionality as may be determined by Solidgate, subject to availability/applicability/functionality/limitations.

- 3.5. Solidgate may require from Customer to open and maintain an Account for the provision of other services of Solidgate and/or in order to enter into any additional terms agreement with Solidgate.

4. ACCOUNT OPENING

- 4.1. Agreement on provision of services is concluded subject to Solidgate's approval.
- 4.2. Customer shall undergo Solidgate's effective procedures for establishment of business relations and account opening and enters into Agreement with Solidgate on Account opening and maintenance under the terms and conditions in force herein.
- 4.3. The Customer shall complete and submit the Digital Onboarding or other application to Solidgate in compliance with Solidgate's requirements, providing all necessary and requested information and documentation about the Customer and, if applicable, any Authorized Users, to enable Solidgate to carry out identification, verification, and due diligence in accordance with applicable law.
- 4.4. The account opening procedure is subject to Solidgate's requirements, which Solidgate may modify at its sole discretion at any time, including during the Customer's onboarding and account opening process. Solidgate will inform the Customer of these requirements and any changes before and during the onboarding and account opening process.
- 4.5. Solidgate will decide on account opening within a timeframe it determines at its sole discretion for each case, after receiving a fully completed application for account opening along with all required supporting documents and information to Solidgate's satisfaction.
- 4.6. Once Solidgate decides to enter into the Agreement based on the Customer's completed and submitted Digital Onboarding application, Solidgate will open an account in the Customer's name, after which the Customer will receive confirmation of the account opening.

5. ACCOUNT CLOSURE AND DORMANT ACCOUNT

- 5.1. Either Solidgate or the Customer may initiate the closure of an Account at any time, without the obligation to provide reasons.
- 5.2. The Customer has the right to request the closure of any of their Accounts at their discretion by notifying Solidgate accordingly. Upon receipt of such a closure request, Solidgate shall process the request within ten (10) Business Days. The closure of an Account shall be subject to the provisions of this Agreement, including Section 37, regarding termination. During the Account closure process, Solidgate reserves the right to offset any credit balance in the Account against the Customer's liabilities owed to Solidgate.
- 5.3. For funds held in an Account representing e-money, the value may be redeemed (transferred) to another account designated by the Customer. Such a transfer may be directed to the original remittance account or another account held in the Customer's name.
- 5.4. In cases where an Account opened is terminated by Solidgate, the Customer shall be provided with appropriate notice in accordance with the provisions this Agreement, including Section 37, regarding termination.
- 5.5. Solidgate classifies an account as dormant if no transactions occur on the account for more than four (4) consecutive months or any other period Solidgate may determine at its discretion. Transaction does not include debits made by Solidgate, such as fees and charges, or other account adjustments during or prior to the dormancy period.

- 5.6. Once an account is classified as dormant, the Customer may choose to close the account or, with Solidgate's permission, reactivate it.
- 5.7. Solidgate may unilaterally block a dormant account, preventing the Customer from accessing it and suspending any credit or debit transactions until the Customer reactivates the account. Additionally, Solidgate may refuse applications for or suspend any other services, including if the Customer's account(s) is (are) dormant.
- 5.8. If the Customer chooses to reactivate a dormant account, a transaction must be processed on the account, and Solidgate may require the Customer to undergo updated identification and due diligence procedures. This may include updating the Customer's information to Solidgate's satisfaction. Solidgate reserves the right to block the Customer's account and close it or terminate the business relationship if the Customer does not respond, or does not respond in a timely or adequate manner, to requests related to these updates.
- 5.9. Solidgate reserves the right to close inactive accounts with a zero (or negative) balance at any time, regardless of dormancy status, and may also close corporate accounts at any time without prior notice. This closure may include termination of the Agreement or business relationship, in accordance with the termination provisions of Section 37.

6. ACCOUNT STATEMENT

- 6.1. Solidgate will make account statements available to the Customer electronically in a durable format through the User Interface, showing all executed transactions and debits and credits to the account.
- 6.2. Monthly account statements will be accessible to the Customer through the User Interface at no charge, which will serve as the agreed method for providing statements.
- 6.3. Through the User Interface, the Customer may be able to obtain an account statement for a specific month or other defined period.
- 6.4. Solidgate may specify a maximum period for which account statements are available in the User Interface. For periods exceeding this maximum, account statements can be provided upon request by the Customer.
- 6.5. Solidgate reserves the right to provide account statements using a different method it deems appropriate from time to time and will inform the Customer in advance should this occur.
- 6.6. The Customer agrees to be charged additionally, if the Customer requests additional information, a paper statement, more frequent statement delivery, or statements through a method other than the agreed provision method.
- 6.7. The Customer is required to monitor their account, including its status, transactions, and balance, regularly and at least once every seven (7) days. The Customer should verify transactions using account statements (available via the User Interface or as provided electronically, and in hard copy if requested), and where applicable, through other services such as internet banking.
- 6.8. The Customer acknowledges that account statements may reflect adjustments (e.g., corrections of errors), which will be available via the User Interface. The Customer is considered informed of these changes as of the date the relevant transactions or entries are made. If the Customer has any objections or comments regarding their account statement or account, Customer shall submit them to Solidgate in writing within seven (7) days from the date the relevant transactions or entries were made. Failure to submit such objections within this period constitutes the

Customer's acceptance of the accuracy of the account statement, transactions, entries, and account status, fully releasing Solidgate from any liability or obligation, subject to the provisions of the Agreement.

- 6.9. The Customer undertakes to ensure they have access to and receive account statements and must notify Solidgate immediately if, during their required review of account statements (at least every seven (7) days via the User Interface), they find that an account statement has not been provided or made available. In such a case, Solidgate will take the necessary steps to make the statement accessible to the Customer; otherwise, it will be assumed that the Customer has received or has access to the account statement.
- 6.10. The account statement will serve as the primary evidence of transactions conducted on the account and is deemed sufficient to establish relevant facts.
- 6.11. Without limiting the Customer's obligations, any transaction or entry on the account will be considered as duly and immediately notified to the Customer once it appears in the account statement available through the User Interface, regardless of when the Customer actually reviews the account statement and transaction details.

7. FEES

- 7.1. Solidgate provides the Services to Customer based on the issuance of Electronic Money remitted on Customer's Account(s). This means that upon receipt of funds towards the Account, they are converted in units of Electronic Money at par value and credited to Customer's E-money Account.
- 7.2. Customer shall pay fees and charges to Solidgate for Solidgate's services provided to Customer, which shall be charged at Solidgate's effective rates set forth in Schedule A, as amended from time to time, applicable to Customer's Account(s) and services.
- 7.3. Solidgate at its absolute discretion may set forth additional fees and charges for services that are not included in the Schedule A or other fees and charges lists approved by Solidgate, but which were requested by Customer in a particular.
- 7.4. Solidgate is hereby authorized to debit Customer's Account with fees and charges at such intervals as Solidgate may determine at its sole discretion from time to time.
- 7.5. When using services (including any third-party services) at the Customer's request and/or related to/during service rendering, Customer shall immediately reimburse Solidgate for all such expenses.
- 7.6. If Customer's payment is subject to any mandatory deductions or withholding whatsoever, Customer shall cover/pay to Solidgate such additional amount, ensuring the full settlement of the amount.
- 7.7. Commission fees for payment transactions cover only services provided by Solidgate. When the Customer specifies a particular charge type (SHA/OUR/BEN), Solidgate will include that instruction in the payment order details sent to the relevant bank, payment provider, or settlement system (collectively referred to as "participants"), with certain exceptions. For example, SEPA payments will automatically use SHA, and the OUR charge type will be used if Solidgate transacts directly with an intermediary or recipient bank. Solidgate's liability is limited to passing along this instruction; it is not responsible if any participant does not follow it or if there is an incomplete transfer or a change in payment terms due to factors beyond Solidgate's control (e.g., country-specific transfer practices or currency requirements).

- 7.8. Regardless of the payment type, charge type (SHA/OUR/BEN), or other transaction characteristics, whether Solidgate is acting as a payment service provider or as a beneficiary service provider, Solidgate shall not be responsible for any fees, charges, or expenses imposed by any participant. The Customer acknowledges and accepts that participants involved in executing a payment transaction may deduct their fees directly from the payment amount or impose them in other ways. If any such fees are charged by these participants to Solidgate in relation to the Customer's transaction, the Customer is responsible for reimbursing Solidgate.
- 7.9. For funds or balances held by the Customer in particular currencies, with certain banks or institutions, or under specific arrangements (including those requested by the Customer or required due to specific procedures), Solidgate may, at its discretion, apply fees for the maintenance and servicing of these funds or balances. These fees may be fixed, percentage-based, variable, or otherwise structured, and Solidgate may determine and modify them at its sole discretion. Such fees are effective immediately and may be imposed without prior notice, covering the costs of maintenance and servicing, including applicable charges from correspondent banks or institutions, overhead, operating expenses, and profit margins. This clause itself serves as sufficient notice to the Customer of these fees. Solidgate reserves the right to inform the Customer of any new or amended fees at the earliest possible opportunity through standard communication channels. Fee details will also be made available to the Customer in the Account Statement accessible through the User Interface.
- 7.10. Solidgate has the right to set off, transfer, or apply funds held in the Customer's Account(s) toward any unpaid liabilities, fees, or charges owed to Solidgate, as well as any debts owed to Solidgate's Affiliates under the terms of other agreements between Solidgate, its Affiliates and the Customer.
- 7.11. Fees and charges must be paid before a service or transaction is carried out, unless Solidgate has specified otherwise in a particular instance. If the Customer has not paid the required fees and charges, Solidgate may suspend or refuse services without notice and will not be liable for any resulting losses or expenses incurred by the Customer. At its discretion, Solidgate may choose to continue providing services despite non-payment, thereby reserving the corresponding right to claim payment from the Customer.
- 7.12. Solidgate is entitled to debit any Account(s), balances, or funds held by the Customer with Solidgate to satisfy any claims related to transactions or services requested or undertaken by the Customer, as well as any claims Solidgate is entitled to under any agreement between Solidgate, its Affiliates and the Customer, without requiring further consent from the Customer. If there is a sufficient balance in the Customer's Account in the payment currency at the time of debiting, Solidgate will debit that currency. If the balance in the respective currency is insufficient, Solidgate upon its own decision may debit the amount in a different currency, applying Solidgate's effective exchange rate at the time of debiting. If the payment from the Customer is insufficient to cover all claims, Solidgate will prioritize satisfying its claims at its discretion, including prioritizing repayment of less-secured liabilities first.
- 7.13. If the Customer defaults on its liabilities to Solidgate, either in full or in part, or if bankruptcy, insolvency, legal protection, liquidation, or similar proceedings are initiated for the Customer, Solidgate is entitled to use the funds the Customer has with Solidgate to reduce or fully settle the Customer's liabilities.
- 7.14. Solidgate shall have the right, in its sole discretion, to increase the Fees for any reason at any time upon two (2) months' written notice to Customer. In this case Customer is entitled to terminate the Agreement with Solidgate by providing a written notice during the two (2) months' notice period. Customer is deemed to have accepted such changes if Customer does not notify Solidgate before the proposed date of their entry into force that they are not accepted. In the event that Customer rejects such changes, Solidgate is entitled to terminate the Agreement

with effect at any time until the date when the changes would have applied unless it is unreasonable to do so. This will not affect Solidgate's right, upon ten business days written notice, to increase the Fees due to (i) any change by competent authorities, payment settlement systems and other payment processing parties; or (ii) changes in the Services which are made at Customer's request.

- 7.15. If it is impossible to debit the amounts of Customer's liabilities under this Agreement from the Account, Customer undertake to pay the invoice for the required amounts within five (5) Business Days after receipt of the respective invoice.
- 7.16. In case the invoice is over thirty (30) calendar days past due, there will be interest rate applied, calculated as days overdue multiplied by the EUR LIBOR annual interest rate +1,99% divided by 365.
- 7.17. Should taxes, duties or similar payments be levied on the fees and charges, Solidgate is entitled to withhold such payments from the Customer, with the fees and charges being increased accordingly.

8. PAYMENT SERVICES

- 8.1. Payment services refer to the following services provided by Solidgate, either as a payment service provider or as a beneficiary payment service provider:
 - (a) incoming and outgoing payment transactions (wire transfers) to and from accounts held with other payment service providers, including credit institutions, payment institutions, and electronic money institutions, both within and outside the EEA, via payment settlement systems such as but not limited to SCT, SCT RT1, TIPS, TARGET2, SWIFT;
 - (b) incoming and outgoing payment transactions between accounts held within Solidgate.
- 8.2. To make a payment, the Customer must submit a payment order to Solidgate for execution in the manner, form, and according to the effective procedures established and prescribed by Solidgate.
- 8.3. Submission of payment orders by the Customer to Solidgate in any of the following ways shall be considered the Customer's notification of authorization for their execution:
 - 8.3.1. Through instructions via electronic systems, including the User Interface, Internet Banking, and initiation of payment services using Security and Authentication Credentials, or other means/access codes for instructions through internet banking.
 - 8.3.2. Through instructions provided via any payment instrument, means, or procedure — whether electronic or otherwise—that Solidgate makes available to the Customer, utilizing the appropriate personal or individualized data, Security and Authentication Credentials, and procedures.
- 8.4. Solidgate does not accept payment orders submitted in any form other than the approved methods (e.g., paper form, email, etc.).
- 8.5. A submitted payment order, once authorized through the designated authentication methods, constitutes the Customer's irrevocable confirmation and consent regarding the instruction, amount, currency, and other details specified in the payment order.

9. DATA REQUIRED FOR EXECUTION OF TRANSACTION

- 9.1. The Customer is responsible for ensuring that every payment transaction submitted to Solidgate contains all the necessary information required for its proper execution.
- 9.2. For an outgoing payment order initiated by the Customer as the originator (payer), the order must be submitted to Solidgate with all the required details for execution, accurately and fully completed, including:
- (a) the Customer's name, address and account number from which the payment is to be made;
 - (b) the beneficiary's (payee's) name, address, and account number;
 - (c) the full name, address, and bank code of the beneficiary's bank/payment service provider;
 - (d) details of any intermediary bank, if applicable;
 - (e) the payment amount and currency;
 - (f) payment details;
 - (g) any additional information required in the payment order, including details necessary for payment execution that must be communicated from the originator (payer) to the beneficiary (payee). This may also include details requested by Solidgate, the beneficiary's bank/payment service provider, intermediary banks, other participants in the transaction, or as mandated by applicable laws, regulations, rules, authorities, or payment settlement systems.
- 9.3. For incoming funds transfers where the Customer is the beneficiary (payee), the Customer must provide the originator (payer) with accurate and complete details necessary to ensure the receipt of payments in Euro (whether as a SEPA payment or otherwise) or any other currency Solidgate may make available to the Customer from time to time. The required information includes:
- (a) the Customer's name, address, and account number;
 - (b) Solidgate's bank code;
 - (c) intermediary bank details, if applicable;
 - (d) the payment amount and currency available for receipt by the Customer.
- 9.4. Solidgate is not obligated to secure the beneficiary's consent to a payment transaction where the Customer is the originator. Similarly, where the Customer is the beneficiary, Solidgate is not obligated to secure the Customer's consent to a payment transaction.
- 9.5. The inclusion of the beneficiary's IBAN (or account number when no IBAN is available) is mandatory to ensure the correct execution of the payment order. Payment transactions executed based on the beneficiary's IBAN (or alternative account number) will be deemed correctly executed by Solidgate.
- 9.6. Solidgate will process payment transactions solely on the basis of the information provided in the payment order. If any details are incorrect or incomplete, Solidgate reserves the right to refuse, delay, or halt the transaction's execution. Solidgate bears no liability for non-execution, incorrect, or delayed execution due to such errors. Upon the Customer's request, Solidgate will

make reasonable efforts to trace and recover funds and may charge applicable fees for this service.

- 9.7. Solidgate reserves the right to define and adjust the required information and conditions for processing payments, as it deems necessary. These conditions may be outlined in payment order forms, specifications, or other formats. Solidgate is not liable for any non-execution, incorrect, or delayed execution resulting from the Customer's failure to comply with such requirements.
- 9.8. Payment orders will only be processed in currencies available to the Customer and supported by Solidgate at the time of execution. Solidgate may impose internal restrictions or limits, as determined at its discretion.
- 9.9. Prior to the execution of a payment transaction, where applicable, the Customer will be provided with the following information or may request it from Solidgate: the estimated time of transaction execution, charges applicable to the payment transaction, and, where relevant, a breakdown of such charges.

10. TERMS FOR EXECUTION OF PAYMENT ORDER

- 10.1. The time of receipt for a payment order is when Solidgate receives it in the required form and procedure, in compliance with Solidgate's requirements, and submitted within the cut-off times specified for the particular payment transaction type in Schedule A.
- 10.2. If a payment order is received after the cut-off time for a specific transaction type or outside a Business Day, the payment order will be deemed received on the next Business Day.
- 10.3. The execution timelines for payment orders depend on the payment type specified in Schedule A and the cut-off times, or as otherwise outlined in this Agreement.
- 10.4. Receipt of a payment order does not guarantee execution. The execution is conditional on the payment order meeting all requirements set out in this Agreement and applicable legal or regulatory provisions.
- 10.5. Execution timelines do not apply if the payment order contains errors, omissions, or discrepancies, or fails to comply with Solidgate's requirements or restrictions. In such cases, Solidgate may treat the payment order as outlined in this Agreement, including refusal, suspension, or requiring correction, which may be subject to fees.
- 10.6. Solidgate reserves the right to delay, suspend, or decline any outgoing or incoming payment transaction for reasons including but not limited to fraud prevention, anti-money laundering (AML) checks, security concerns, or other justified reasons. If the payment transaction is executed after such checks, the execution timeframe begins upon completion of the checks, with the value date adjusted accordingly.

11. PAYMENT PROCESSING

- 11.1. When executing a payment order, Solidgate processes it without further negotiation with the Customer, selecting the most suitable execution route and payment settlement systems at its sole discretion. Instructions provided by the Customer regarding intermediary banks, payment service providers, or settlement systems are not binding on Solidgate.

Outgoing payments

- 11.2. If Solidgate receives a payment order from the Customer before the cut-off time specified in Schedule A, the payment will be executed with the value date indicated in Schedule A. On this

value date, Solidgate will transfer the payment amount to the beneficiary, the beneficiary's credit institution/payment service provider, an intermediary credit institutions/payment service provider, or the relevant payment settlement system participant.

- 11.3. Payment orders submitted after the cut-off time specified in Schedule A will be processed on the next Business Day. However, at Solidgate's discretion, a payment order submitted after the cut-off time may still be processed on the same Business Day, with one additional day added to the value date.
- 11.4. If the value date stated in Schedule A falls on a holiday or non-working day for the correspondent bank, intermediary bank, beneficiary's bank or payment service provider, payment settlement system participant, or the country of the payment currency, Solidgate will execute the payment on the next working day for Solidgate or the involved banks or payment systems.
- 11.5. Solidgate cannot guarantee execution of a payment order according to the timeframes in Schedule A if the correspondent credit institution, intermediary credit institution, beneficiary's credit institution or payment service provider, or payment settlement system participant involved in the payment operates in a different time zone.
- 11.6. For payments initiated by the Customer to another payment service provider, Solidgate does not guarantee that the payment will be credited to the beneficiary's account within the specified timeframe, particularly when one or more intermediary credit institutions, payment service providers, or payment settlement systems are involved in the process.
- 11.7. Payments within Solidgate submitted by the Customer will be processed on the same Business Days, considering the cut-off times and payment value dates specified in Schedule A. If the Customer's payment order is received after the cut-off time stated in Schedule A, Solidgate will process it on the next Business Day.
- 11.8. Payments between the Customer's accounts with Solidgate, as well as payments to other Customers' accounts within Solidgate, will be credited to the Customer's account on the same Business Days, provided they are received before the cut-off times stated in Schedule A.

Inward payments

- 11.9. Payments from other payment service providers directed to the Customer will be credited to the Customer's account on the same Business Days, provided the payment is received before the cut-off times specified in Schedule A. This is contingent on Solidgate receiving all necessary information for the payment's execution, meeting Solidgate's requirements.
- 11.10. Solidgate will not credit a payment to the Customer's account until receiving confirmation, as per Solidgate's requirements, that the payment amount has been credited to Solidgate's correspondent account.
- 11.11. When receiving payments from another payment provider, Solidgate will determine the payment value date based on the value date in the payment order. If the stated value date precedes the actual processing date, Solidgate may assign the Business Day of processing as the value date or another Business Day prior to the processing date.
- 11.12. Solidgate will transfer the payment amount to the Customer on the value date determined by Solidgate. The Customer can access details of the value date via the User Interface in the account statement.
- 11.13. A payment will be considered correctly executed if the account number in IBAN format in the payment order matches the Customer's account number. Solidgate may, at its discretion, verify whether the provided account number aligns with the Customer's name and details. In case of

discrepancies, Solidgate may reject the payment, return it, or request amendments to the details.

- 11.14. If funds are mistakenly credited to the Customer's account due to an error by Solidgate, Solidgate reserves the right to debit the account without the Customer's approval and will notify the Customer via the User Interface.
- 11.15. If the Customer's account is credited with funds while the originating credit institution, payment service provider, or participant involved in the payment execution defaults on its obligations to Solidgate, the credited funds may be debited from the Customer's account without prior approval.
- 11.16. If funds are mistakenly credited to the Customer's account due to an error by the originator (payer), the Customer must cooperate with Solidgate to resolve the matter. This includes providing requested information and documentation within the timeframes specified by Solidgate. If the Customer fails to cooperate, Solidgate may block the erroneously credited funds until the situation is clarified.
- 11.17. Solidgate credits payments to the Customer only in currencies supported and available for the Customer's account. Payments in unsupported or prohibited currencies will be rejected and returned to the originator. At Solidgate's discretion, an incoming payment may be converted to a supported currency at Solidgate's prevailing exchange rate at the time of conversion.

Batch payments

- 11.18. A batch payment order refers to a collection of payment instructions submitted by the Customer for a series of transactions to be executed by Solidgate collectively as a batch. The provision of batch payment services is subject to its technical availability.
- 11.19. The provision of batch payment order services is subject to the Customer's application and Solidgate's approval. Solidgate reserves the right to reject the application or terminate the service at any time, at its sole discretion, without prior notice.
- 11.20. Batch payment order instructions must be submitted electronically through the User Interface or Internet Banking, using the designated file provided by Solidgate for this purpose. All entries in the file must be accurate and fully completed for the instructions to be valid.
- 11.21. Instructions in a batch payment order file must adhere to the format specified by Solidgate. If the batch file does not comply with the required format, Solidgate may reject the entire file, and no instructions within it will be executed.
- 11.22. By submitting a batch payment order and using Security and Authentication Credentials, the Customer authorizes Solidgate to execute the payment transactions. This includes debiting the specified account with the amount and applicable fees for each transaction and crediting the relevant beneficiary's account.
- 11.23. For batch payment orders, Solidgate will verify available funds against the total amount of all individual payment orders within the batch, including applicable fees.
- 11.24. Execution of batch payment orders is subject to the cut-off times, value dates, and requirements set forth in Schedule A or as determined by Solidgate from time to time.
- 11.25. Solidgate retains the right to delay or refuse execution of any batch payment order for reasons including, but not limited to, insufficient funds, security concerns, or failure to meet specified requirements.

- 11.26. Batch payment orders are subject to the fees and charges listed in Schedule A or as otherwise specified by Solidgate. These charges will apply to all transactions within the batch.
- 11.27. Time of receipt, cut-off times, and execution procedures for batch payment orders are governed by Schedule A or as communicated by Solidgate through the User Interface or other customary methods.

12. DATA FOLLOWING THE PAYMENT TRANSACTIONS

- 12.1. After the amount of a payment transaction is debited from or credited to the Customer's account, Solidgate will make the following information available to the Customer via the User Interface:
 - 12.1.1. A reference to identify the payment transaction, along with, where applicable, information related to the beneficiary (payee) or originator (payer) and details of the payment transaction;
 - 12.1.2. The transaction amount in the currency in which the Customer's account was debited or credited, or in the currency of the payment order if the Customer is the payer. Where applicable, this will include the exchange rate used;
 - 12.1.3. Charges applied to the payment transaction and, where applicable, a breakdown of these charges;
 - 12.1.4. The debit value date or date of receipt of the payment order if the Customer is the payer, or the credit value date if the Customer is the payee.
- 12.2. This information will be available to the Customer through the User Interface each month at no cost, in a format that allows the Customer to store and reproduce it. This is the agreed method of providing such information unless otherwise specified in the Agreement.

13. REVOCABILITY

- 13.1. A payment order submitted by the Customer to Solidgate becomes irrevocable upon its receipt by Solidgate.
- 13.2. If Solidgate and the Customer have agreed that the payment transaction will be executed on a specific future date or after a set period, the Customer may revoke the payment order no later than the close of business on the Business Day preceding the agreed execution date. The provision of such services is subject to its technical availability.
- 13.3. Revocation of the Customer's authorization must be made in writing and in the format specified by Solidgate. The revocation must be submitted before the payment order becomes irrevocable and is considered received when it is acknowledged by Solidgate during business hours. If received after the close of business, the revocation will be deemed received on the next Business Day.
- 13.4. Once the payment order has become irrevocable, it can only be revoked with the agreement of Solidgate and, where applicable, the beneficiary's consent. In such cases, the Customer must cover any applicable fees, charges, or expenses incurred by Solidgate in connection with the revocation.

14. CORRECTION, CANCELLATION, AND INVESTIGATION OF PAYMENTS

- 14.1. Depending on the utilised payment system and available technical functionality, the Customer may request corrections to a payment order submitted to Solidgate by submitting a

corresponding application in the format and manner required by Solidgate. However, Solidgate does not guarantee that the payment order can be corrected.

- 14.2. Solidgate will only process corrections to a payment order that has not yet been executed or where processing has not commenced.
- 14.3. If the Customer requests corrections to an already executed payment order, Solidgate will contact the beneficiary's or intermediary bank/payment service provider, to the extent possible, to request the necessary corrections to the executed payment order.
- 14.4. The Customer may request the cancellation of a submitted payment order by submitting an application in the format and manner required by Solidgate. However, Solidgate does not guarantee that the payment order can be cancelled.
- 14.5. If the Customer requests the cancellation of an already executed payment order:
 - (a) for payments to another payment service provider, Solidgate will, to the extent possible, contact the beneficiary's or intermediary bank/payment service provider to request the return of the transferred funds. Solidgate will refund the funds to the Customer's account only after verifying that the payment has not been executed at any stage and upon receiving the funds back from the beneficiary or intermediary bank/payment service provider;
 - (b) for internal payments within Solidgate, Solidgate will contact the beneficiary to obtain consent for the payment return. The payment will be refunded to the Customer only after the beneficiary consents, and Solidgate receives the respective amount.
- 14.6. Fees and charges related to the execution of a cancelled payment order will not be refunded.
- 14.7. The Customer is responsible for settling any fees, charges, and expenses incurred by Solidgate for operations under this section.
- 14.8. Upon receiving a request from the Customer, submitted in accordance with Solidgate's requirements, Solidgate will investigate any funds transferred by or addressed to the Customer but not received. Relevant fees, charges, and expenses will apply to such investigations.

15. RECTIFICATION OF PAYMENT TRANSACTIONS

- 15.1. The Customer must regularly review the transactions on their account, at least every seven (7) calendar days, via the User Interface. If the Customer identifies a transaction as unauthorized, incorrect, or erroneous, they must notify Solidgate immediately and no later than seven (7) calendar days from the date the transaction is recorded on the account.
- 15.2. Failure to notify Solidgate within the specified timeframe constitutes the Customer's acceptance of the transaction and the account status, and Solidgate will consider that no objections or claims exist. Any later objections or claims will be precluded.
- 15.3. Solidgate is not liable for unauthorized or erroneous transactions if the Customer does not promptly notify Solidgate in accordance with these Agreement, including any relevant procedures outlined in the Agreement Section on Internet banking (User Interface), within seven (7) days of becoming aware of the issue.
- 15.4. Without prejudice to the above provisions, the Customer's right to request a refund or rectification becomes void if Solidgate does not receive a relevant notification within thirteen (13) months from the date the transaction was recorded on the account.

- 15.5. The Customer bears the burden of proving that a transaction was unauthorized or incorrectly executed.
- 15.6. If an unauthorized transaction occurs using a payment instrument, Security and Authentication Credentials, or other means lost, stolen, or obtained illegally, the Customer assumes full liability for resulting losses.

16. LIABILITY FOR NON-EXECUTION OR INCORRECT EXECUTION

- 16.1. Solidgate shall not be held liable to the Customer for unauthorized transactions if the Customer or its Authorized User has acted fraudulently, negligently, or in violation of the Agreement, procedures, or laws, including failure to ensure the security of payment instruments, Security and Authentication Credentials, or access devices related to the account.
- 16.2. The Customer is fully responsible for losses resulting from the use of payment instruments, Security and Authentication Credentials, or access devices, including instances of unauthorized transactions, if the Customer or Authorized User has acted fraudulently, negligently, or in violation of the Agreement, or Applicable Law. This includes failure to notify Solidgate promptly about changes to contact information, such as mobile numbers or email addresses, required for security.
- 16.3. Disputes between the Customer and any third party or counterparty related to payments, transactions, or services do not relieve the Customer of their obligations to Solidgate. The Customer's claims against such third parties cannot be used as a defence or counterclaim against Solidgate.
- 16.4. If Solidgate incorrectly executes a payment transaction, its liability is conditional upon the Customer providing complete and accurate information required for the transaction. If Solidgate is notified within the specified timeframe, for transactions initiated by the Customer as the payer that were not executed or were defectively executed, Solidgate will attempt to trace the payment upon request. The Customer will bear all associated fees, costs, and expenses if the payment instructions were incorrect or incomplete.
- 16.5. Solidgate's liability for non-execution or incorrect execution of payment transactions is limited to direct damages arising from its actions. Solidgate is not liable for any indirect, consequential, or punitive damages.
- 16.6. Solidgate shall only be liable if it is demonstrated that the error or failure to execute the payment was directly caused by Solidgate's fault and not by intermediary banks, payment service providers, or other participants in the payment chain.

17. AUTHORIZATION CLAIMS

- 17.1. If the Customer or an Authorized User submits a claim contesting or denying the authorization of a transaction, Solidgate will perform an initial review of the claim.
- 17.2. If the initial review reveals reasonable grounds to suspect that the Customer or Authorized User acted fraudulently, negligently, or in violation of security obligations (including the misuse of Security and Authentication Credentials), Solidgate may decline to refund the contested transaction amount. Solidgate also reserves the right to notify supervisory or law enforcement authorities. The burden of proof lies with the Customer to demonstrate the validity of the claim.
- 17.3. Any amounts to be refunded following the examination of a claim will only be processed after the claim review is completed. Solidgate will keep the Customer informed of the claim's progress

upon request or at its discretion. Any refund that Solidgate may process as result of investigation does not constitute Solidgate's admission of responsibility.

- 17.4. If, upon further examination, Solidgate finds that the claim was unjustified or the Customer is not entitled to a refund, Solidgate may debit the refunded amount from the Customer's account or any other funds held by the Customer with Solidgate.
- 17.5. Solidgate reserves the right to charge fees and expenses associated with handling an unjustified claim.
- 17.6. If the Customer or Authorized User provides false, misleading, or incomplete information, or engages in other abusive conduct when submitting a claim, Solidgate may recover costs and losses incurred during the claim review process from the Customer's accounts or funds.
- 17.7. The Customer and Authorized User must provide all requested information promptly and cooperate fully with Solidgate throughout the claim examination process, even if a refund has already been issued.
- 17.8. A claim is considered received on the respective Business Day if submitted and accepted by Solidgate by 13:00 Cyprus time. Claims submitted after this time, on weekends, or on public holidays, will be deemed received on the next Business Day. A claim is considered accepted only when Solidgate has obtained all requested information necessary for processing.
- 17.9. When submitting a claim related to unauthorized transactions, the Customer or Authorized User must immediately notify Solidgate to cease the account operations/block the account. If the Customer or Authorized User fails to comply, Solidgate may independently block the account or credentials as deemed necessary. Non-compliance with these requirements is considered a material breach of security obligations.

18. TERMINATION AND SUSPENSION

- 18.1. Solidgate is entitled to postpone, reject, or refuse the execution of a payment order without liability for any loss suffered by the Customer if:
 - (a) the balance in the Customer's account in the stated currency is insufficient to cover the payment amount and applicable fees and charges;
 - (b) the details in the payment order require amendments;
 - (c) additional confirmation, information, or supporting documents are required in relation to the payment;
 - (d) the payment order does not meet applicable content requirements;
 - (e) the stated currency balance in the Customer's account is insufficient, including for associated fees and charges (e.g., the account does not have the necessary balance);
 - (f) other grounds exist as stipulated in this Agreement or Applicable Laws and regulations.
- 18.2. In addition to all other rights provided under this Agreement, Solidgate reserves the right to refuse at any time to execute any order, transaction, or instruction without liability for any resulting loss to the Customer. Refusal may occur in the following cases:
 - (a) there is suspicion or evidence of (i) fraud or misuse; (ii) suspicious transaction; (iii) illegal transaction (vi) financial crime or money laundering; (iv) improper use of the account or

a violation of the terms outlined in this Agreement or other agreements governing the relationship between the Customer and Solidgate;

- (b) internal security limits have been exceeded;
 - (c) the transaction violates internal restrictions, fraud settings, or risk management measures implemented by Solidgate;
 - (d) the payment instrument, Security and Authentication Credentials, or related access rights are blocked, expired, or not updated;
 - (e) the Customer's account is blocked, suspended, or undergoing closing procedures;
 - (f) there are instructions, settings, or prohibitions from correspondent banks, payment settlement systems, or other involved entities that prevent the transaction;
 - (g) legal or regulatory measures, settings, or instructions prohibit execution;
 - (h) banks, payment service providers, intermediary banks, payment processors, payment settlement systems, card associations, or other parties involved in processing the transaction refuse to execute it, or errors, failures (technical or otherwise) occur;
 - (i) there is a dispute concerning the relevant account, unless otherwise directed by a court or other competent authority;
 - (j) a legal document has been served (e.g., a court order, restraining notice, or levy);
 - (k) the account is being used as collateral or is subject to other obligations or instructions;
 - (l) the conditions outlined in this Agreement have not been met;
 - (m) anti-money laundering or compliance checks conducted by Solidgate have not been successfully completed;
 - (n) the Customer has failed to pay any debt or obligation owed to Solidgate;
 - (o) Solidgate is prohibited from executing the transaction under Applicable Law, regulation, or rule;
 - (p) improper configuration of account access rights or transaction permissions exists;
 - (q) for other justified reasons, including those related to security, illegal use of the account, payment instruments, Security and Authentication Credentials, fraud prevention, risk management, compliance with applicable requirements, protection of funds, or the protection of the Customer, Authorized User, Solidgate, or its affiliates.
- 18.3. Solidgate shall inform the Customer or Authorized User of the non-execution of a payment order and, where possible, provide the reasons for the refusal. This information will be communicated unless doing so would contravene Applicable Laws, regulations, or Solidgate's obligations.
- 18.4. In addition to its rights under this Agreement, Solidgate is entitled not to credit a payment to the Customer's account or return the payment to the remitting bank or payment service provider if:
- (a) The payment originates from a jurisdiction included in a sanctions list or high-risk category;

- (b) The payment fails Solidgate's compliance or anti-money laundering checks;
 - (c) The payment is deemed suspicious or does not comply with applicable laws, regulations, or Solidgate's internal policies.
- 18.5. Solidgate reserves the right to request additional documentation, verification, or supporting evidence from the Customer before crediting any payment to the account. If the requested information is not provided within the specified timeframe, Solidgate may return the payment to the remitting entity.
- 18.6. Solidgate shall bear no liability for any delay, refusal, or return of funds caused by the reasons outlined above. Any fees or expenses incurred during the process will be borne by the Customer.
- 18.7. Solidgate will make reasonable efforts to notify the Customer via the User Interface or other agreed communication channels if a payment is not credited or returned. However, Solidgate is not obligated to provide further details if disclosure is restricted by law, regulation, or operational procedures.
- 18.8. Solidgate shall inform the Customer or Authorized User of the non-execution of a payment order and, where possible, provide the reasons for the refusal. This information will be communicated unless doing so would contravene applicable laws, regulations, or Solidgate's obligations.
- 19. BLOCKING OR OTHER RESTRICTIONS OF ACCOUNT**
- 19.1. The Customer and its Authorized User(s) are responsible for maintaining, safeguarding, and keeping confidential all payment instruments, Security and Authentication Credentials, and means of access in their possession or use. These must be managed in accordance with this Agreement and related documents or instructions provided by Solidgate.
- 19.2. Solidgate may suspend the use of payment instruments, Security and Authentication Credentials, or access means if there are justified concerns about their security, suspicion of unauthorized or fraudulent use, or risk of the Customer's inability to meet obligations.
- 19.3. Solidgate reserves the right, without liability, to:
 - (a) refuse to debit or credit an account or suspend (block) any payment instruments, Security and Authentication Credentials, or the account itself if there is suspicion of illegal, fraudulent, or unauthorized use, or if the Customer fails to provide required due diligence or compliance information;
 - (b) block access to the account or its instruments if the Customer fails to fulfill obligations under the Agreement or provides false or misleading information;
 - (c) restrict access to funds in the account based on decisions, orders, or information from competent authorities or other relevant entities;
 - (d) suspend any payment instrument or credentials upon notification or detection of potential security compromises or risks reported by relevant institutions or systems.
- 19.4. Solidgate may enforce restrictions or blocks on specific transactions without prior notice if such actions are deemed necessary to prevent fraud or mitigate security risks.
- 19.5. Transaction limits or restrictions may also apply if technical or security thresholds are surpassed or if such actions are required to comply with applicable laws and regulations.

- 19.6. The Customer or Authorized Users will be informed about any blocking or restriction measures and the reasons behind them, where possible. Notification will occur before implementation or as soon as feasible after the action, unless prohibited by law or security considerations.
- 19.7. Solidgate will lift restrictions or replace blocked payment instruments and credentials once the reasons for their restriction no longer exist and the Customer complies with Solidgate's requirements.

20. LIMITS

- 20.1. To ensure the security of funds, prevent account misuse, and mitigate fraud risks, Solidgate is entitled to set internal transaction or access limits, which may include:
 - (a) daily, monthly, or periodic transaction volume limits;
 - (b) transfer or payment limits applicable to specific accounts.
- 20.2. Solidgate may impose or modify limits and restrictions at its discretion, considering factors such as risk assessments, usage patterns, or compliance with anti-money laundering (AML) and counter-terrorist financing (CTF) and other regulatory and third-party provider's requirements. These adjustments may occur without prior notice.
- 20.3. As part of Solidgate's compliance and security protocols, the Customer or Authorized User may be required to submit additional documentation or information concerning their identity, specific transactions, or counterparties for verification or fraud prevention purposes.
- 20.4. Solidgate reserves the right to refuse the execution of transactions due to the application of such limits or restrictions. Solidgate shall not be liable for any delays or losses incurred as a result of these measures.
- 20.5. Adjustments to limits or restrictions can be made unilaterally by Solidgate without notifying the Customer or Authorized User in advance.
- 20.6. It is the Customer's responsibility to stay informed about applicable limits or restrictions. Relevant details can be accessed through customary communication channels, the User Interface, or by contacting Solidgate's customer service.
- 20.7. Based on internal policies and technical capabilities, Solidgate may adjust limits or restrictions based on Customer's application.

21. PAYMENT EXECUTION FUNDS

- 21.1. The Customer must ensure that sufficient funds are available in the specified account for the execution of a payment as outlined in the respective payment order. The Customer must also ensure adequate funds are available for the payment of Solidgate's fees and charges as listed in the applicable Schedule A and in accordance with this Agreement.
- 21.2. The Customer must provide the payment amount in the required currency. If currency conversion is necessary, the funds in the account must be converted to the payment currency using Solidgate's exchange rate effective at the time of the conversion.
- 21.3. Solidgate will deduct fees and charges from the Customer's account in the following manner:

- (a) in the payment currency, if it matches the currency of the applicable fees and charges listed in Schedule A; or
- (b) in the currency of the applicable fees and charges as stated in Schedule A, by converting other available currencies in the Customer's account into the required currency. The conversion will be conducted at Solidgate's exchange rate effective at the time, provided there are insufficient funds in the required currency.

21.4. If the Customer submits multiple payment orders exceeding the available account balance, Solidgate will determine the sequence of execution for these orders at its sole discretion. The Customer will be informed of the status of the payment orders, including any rejections, through the User Interface or another agreed communication method as outlined in the Agreement.

22. CORRESPONDENT BANKS AND PAYMENT SETTLEMENT SYSTEMS

- 22.1. All payments addressed to the Customer or initiated by the Customer, except for payments within Customer's Accounts with Solidgate or payments to other Customers' Accounts with Solidgate, are executed via correspondent credit institutions, correspondent accounts, payment settlement systems, and their participants.
- 22.2. The Customer assumes full responsibility for risks related to their funds credited to Solidgate's correspondent accounts, including risks arising from insolvency of correspondent banks or actions or decisions by governmental or regulatory authorities.
- 22.3. The Customer accepts all risks associated with currency exchange limitations, taxes, duties, and other payments enforceable within a respective country. Additionally, the Customer bears risks stemming from legal changes, court rulings, administrative decisions, or resolutions of central banks that may result in financial loss or additional expenses for Solidgate, the Customer, or third parties.

23. INTERNET BANKING (USER INTERFACE)

- 23.1. The User Interface, along with any associated connections, is provided for use by the Customer and Authorized Users on behalf of the Customer. Its use is subject to this Agreement, any applicable additional terms, and other terms and documents issued by Solidgate from time to time.
- 23.2. The User Interface can be accessed and used by the Customer and/or its Authorized Users provided that:
 - (a) the Customer has submitted the relevant application in accordance with Solidgate's procedures;
 - (b) the Customer has provided any required documents or forms regarding itself or its Authorized Users in line with Solidgate's procedures;
 - (c) the Customer and/or Authorized Users have received instructions from Solidgate and successfully completed the activation procedures for the User Interface;
 - (d) the Customer and/or Authorized Users have obtained Security and Authentication Credentials necessary to access the User Interface, including any required updates or credential changes as instructed;

- 23.3. Solidgate retains the absolute right, at its sole discretion, to approve or reject any application for User Interface access or any specific services or features, without providing reasons for such decisions.
- 23.4. Subject to technical availability case by case, Authorized Users may use the User Interface to perform the following actions in relation to the Customer's accounts for which access has been granted:
- (a) view and obtain account statements and related information;
 - (b) initiate payments, wire transfers, and create and authorize payment transactions from the accounts;
 - (c) access exchange rates and carry out currency exchange transactions;
 - (d) submit communications, documents, orders, and instructions to Solidgate;
 - (e) apply for services, payment instruments, and accept or enter into terms, conditions, agreements, or arrangements;
 - (f) perform any other actions or activities supported and permitted within the User Interface, as determined by Solidgate from time to time.
- 23.5. Solidgate is entitled to process all instructions submitted and information requested through the User Interface using Security and Authentication Credentials until Solidgate receives and confirms a written notice from the Customer regarding the revocation or modification of any Authorized User's access or rights.
- 23.6. The services and functionalities available within the User Interface are defined exclusively by Solidgate. Solidgate may, at its sole discretion and at any time, introduce, modify, suspend, or remove any services or functionalities without prior notice.
- 23.7. Authorized Users can access and use the User Interface and its functionalities based on the level of access rights granted by the Customer. Instructions submitted to Solidgate concerning the access rights, limits, and transaction amounts for Authorized Users will be applied as specified by the Customer, provided they align with the User Interface's functionality and Solidgate's acceptance criteria.
- 23.8. Without prejudice to any other provisions, Solidgate is entitled to assume at all times that Authorized Users act on behalf of and under the authorization of the Customer, regardless of whether Solidgate has been informed of the scope of such authorization.
- 23.9. After granting access to the User Interface, the Customer may submit requests to modify or update Authorized User's rights, actions, or limits. Such changes may be subject to applicable fees as outlined in Schedule A.
- 23.10. The Customer shall bear full responsibility for all actions or omissions of Authorized Users in connection with the User Interface and accounts. The Customer accepts full liability for all instructions or transactions submitted through the User Interface on its behalf, which shall be binding upon the Customer.
- 23.11. The Customer must ensure that all instructions submitted to Solidgate by Authorized Users are accurate and complete. Instructions cannot be cancelled or changed unless Solidgate has expressly confirmed, in a specific case, that such modifications are possible, provided Solidgate

has not yet executed the instructions. Solidgate may charge applicable fees under such circumstances.

- 23.12. The Customer and its Authorized Users are solely responsible for complying with all applicable laws when accessing and using the User Interface.
- 23.13. Subject to technical availability and account setup, a single Authorized User using assigned Security and Authentication Credentials may manage accounts for multiple Customers, provided appropriate applications have been submitted and approved by Solidgate. In such cases, the same credentials will authenticate access to all associated accounts.
- 23.14. Fees and charges related to Authorized Users, including access maintenance fees, unblocking the User Interface, or the issuance, renewal, or modification of Security and Authentication Credentials, may apply and be charged to one or all of the Customers whose accounts are linked to such Authorized Users.

24. USER INTERFACE INSTRUCTIONS

- 24.1. When using Internet Banking, the Customer or Authorized User shall be authenticated according to the Customer's or Authorized User's Security and Authentication Credentials. Access to the User Interface (orders, transactions, etc.) shall be authenticated via Login ID, Password, Digipass, or OTP received from Solidgate.
- 24.2. Solidgate may implement several authentication methods for users in accordance with its procedures. The Customer is solely responsible for the safe and secure usage of User Interface and for ensuring that all Security and Authentication Credentials are accessible only to the Customer or duly authorized users registered with Solidgate.
- 24.3. The Customer irrevocably authorizes Solidgate to accept instructions (including orders, transactions, and documents) submitted through Internet Banking, provided they are authenticated by the Authorized User's Security and Authentication Credentials or other security measures defined by Solidgate.
- 24.4. The Customer accepts full responsibility for ensuring compliance by Authorized Users with the terms of this Section, Agreement, and any supplementary documents provided by Solidgate. Instructions given by Authorized Users will be deemed as having been provided by the Customer.
- 24.5. Solidgate will execute all instructions and supply requested information through User Interface until it receives written notice of any issues, such as loss of authorization or user incapacity, and has had the opportunity to act on this notice.
- 24.6. Information provided by Solidgate through User Interface is considered delivered once it is made available, regardless of when the Customer accesses it.
- 24.7. Any documents or instructions submitted and/or accepted via User Interface will be deemed legally binding on the Customer and equivalent to a hand-signed document.
- 24.8. Customer cannot and has no right to object to any information, instruction, document, transaction, order etc. that was duly submitted by Authorized User and duly processed or executed by Solidgate.
- 24.9. Solidgate reserves the right to request additional verification or submission of hard copies of information provided via User Interface at its discretion.

- 24.10. In some cases, Solidgate may verify instructions or documents provided by the Customer and request supplementary information and/or documents, if necessary, before execution. Solidgate is not liable for any delays resulting from these verifications.
- 24.11. The Customer is responsible for checking User Interface and an information or documents provided by Solidgate at least every seven (7) days to access updates and fulfil obligations under this Agreement.

25. USER INTERFACE SECURITY

- 25.1. The Customer and Authorized User shall use User Interface in accordance with the provisions herein, in compliance with all Applicable Laws, regulations, and any additional terms or documents that Solidgate may adopt and notify the Customer or Authorized User of in a manner deemed appropriate by Solidgate. The Customer bears full responsibility for ensuring compliance by Authorized Users.
- 25.2. The Customer shall ensure adherence to security procedures by both the Customer and Authorized User to prevent unauthorized access to the Customer's Account(s). The Customer acknowledges full liability for any damages or losses incurred by the Customer, Solidgate, or third parties resulting from failure to adhere to such security protocols.
- 25.3. In addition to other security requirements, the Customer and Authorized User shall:
- (a) safeguard and prevent misuse of Security and Authentication Credentials;
 - (b) refrain from disclosing such credentials to unauthorized users;
 - (c) keep all credentials and payment instruments secure and under their control at all times;
 - (d) take necessary precautions to protect access mechanisms, such as Login IDs, Passwords, Digipass Apps, and OTPs, from unauthorized access.
- 25.4. As a part of non-exclusive list of precautions measures the Authorized User shall (i) avoid writing down Login ID, Password, Digipass PIN, or personalized data, never share API keys with unauthorized users; (ii) delete temporary credentials (e.g., passwords) immediately upon receipt; do not save them; (iii) avoid using easily guessed credentials (e.g., names, birthdates, phone numbers); (iv) prevent being observed or recorded while accessing User Interface or credentials; (v) use a secure workstation with licensed software and take security measures (e.g., antivirus, firewalls, software updates); (vi) ensure no key-logging programs are active on devices to protect credentials; (vii) do not leave devices (e.g., computers, smartphones) unattended while logged in to User Interface; (ix) maintain devices free of malicious software by updating operating systems, antivirus, firewalls, and spyware removal tools; (x) be cautious of electronic messages from unknown origins; do not open links or attachments from untrusted sources; (xi) verify the website certificate before accessing the User Interface to ensure it belongs to Solidgate; (xii) ignore emails or communications claiming to redirect to new or alternate websites for Solidgate's services; (xiii) avoid using shared computers or devices to access User Interface.
- 25.5. Customer acknowledges that Customer is fully responsible for taking all reasonable security measures and precautions to prevent access of unauthorized users/third parties to User Interface and Security and Authentication Credentials, means, devices and use thereof.
- 25.6. Customer must ensure that devices used to access the User Interface meet the technical and security requirements established by Solidgate. This includes utilizing licensed software, maintaining regular updates to operating systems and applications, and enabling necessary

security features. Failure to comply may result in security vulnerabilities, unauthorized access, or service interruptions for which Solidgate is not liable.

- 25.7. Solidgate reserves the right to introduce, update, or modify security measures applicable to the User Interface and its access methods. Such measures may include, but are not limited to, multi-factor authentication, encrypted communication channels, or session monitoring. Authorized Users will be informed of these updates as necessary.
- 25.8. The transmission of Security and Authentication Credentials, including temporary or initial credentials, is conducted at the Customer's and Authorized User's sole risk. Solidgate may engage third parties for the delivery and shall bear no responsibility for losses or other expenses incurred by Customer, Authorized Users or third parties as a result of the delayed delivery, the dispatch being lost, misused, deficient or damaged, confidential information being disclosed, or due to any other reasons beyond Solidgate's reasonable control and any consequences.
- 25.9. The use of User Interface, any device and/or software is made at the Customer's and Authorized User's sole risk and responsibility.

26. INCIDENT REPORTING AND ACCOUNT SECURITY

- 26.1. In the event the Customer or any Authorized User becomes aware of, suspects, or has reason to believe:
 - (a) loss or theft of Security and Authentication Credentials, or any risk of such credentials being disclosed to unauthorized Users (including loss or compromise of devices, email accounts, or other associated details);
 - (b) malfunctions, errors, or irregularities in the operation of their Account(s) or the User Interface;
 - (c) unauthorized transactions or suspicious activity on Account(s).
- 26.2. The Customer or Authorized User shall, without undue delay: (i) take all measures available to them to block or modify their Security and Authentication Credentials using the functionality provided within the User Interface; (ii) where such functionality is unavailable, immediately notify Solidgate in writing, providing all requisite information, including the Customer's name, account number(s), and a detailed account of the issue, to enable Solidgate to take appropriate action to block access and prevent further unauthorized use.
- 26.3. Notifications of actual or suspected theft, loss, or misuse of Security and Authentication Credentials must be submitted promptly via the dedicated communication channels established by Solidgate (including those provided within the User Interface, email, or any other contact forms explicitly designated for such purposes). Where the Customer or Authorized User opts to provide preliminary notice by telephone, such notification shall be confirmed in writing without delay using the registered contact details on file with Solidgate.
- 26.4. Solidgate shall only consider a notification effective when submitted in accordance with its prevailing procedures and addressed to the designated contact points. Notifications not submitted in compliance with these requirements may not be recognized, and any resulting liabilities shall remain with the Customer.
- 26.5. Any delay or failure by the Customer or Authorized User to notify Solidgate of the loss, theft, or compromise of Security and Authentication Credentials in a timely manner shall constitute gross negligence. In such cases, the Customer shall assume all resultant liabilities, including those arising from unauthorized transactions.

- 26.6. Should Solidgate detect or have reasonable grounds to suspect that unauthorized users have accessed the User Interface, or that fraudulent, negligent, or unlawful activities have been conducted by the Customer or Authorized User, Solidgate may, at its sole discretion, suspend or block access to the User Interface. Solidgate reserves the right to disclose all relevant information to regulatory bodies, governmental authorities, law enforcement agencies, or other entities as permitted or required by Applicable Law.
- 26.7. Solidgate may, at its discretion, temporarily or permanently block access to the User Interface where: (i) concerns exist regarding the security or misuse of Security and Authentication Credentials; (ii) unauthorized or fraudulent activity is suspected or identified; or (iii) the Customer or Authorized User has failed to comply with their obligations under this Agreement. Solidgate shall not bear liability for any losses, direct or indirect, or additional costs incurred by the Customer as a result of such actions. Access to the User Interface may be restored, or replacement Security and Authentication Credentials issued, once the underlying issues have been resolved.
- 26.8. Replacement or reissuance of Security and Authentication Credentials shall be subject to the Customer's written request, submitted in accordance with Solidgate's procedures. Solidgate reserves the right to impose applicable fees and charges for this service, as outlined in the relevant Schedule A.

27. LIMITATION OF LIABILITY (USER INTERFACE)

- 27.1. Solidgate shall not bear liability for any unauthorized transactions or losses suffered by the Customer as a result of internet fraud, unauthorized access to the Customer's Account(s), or other related activities, except to the extent expressly provided in this Agreement or Applicable Law.
- 27.2. In instances where unauthorized access to the User Interface is achieved, whether with or without Security and Authentication Credentials, Solidgate disclaims any liability for any resulting losses to the Customer, Authorized User, or any third party.
- 27.3. Solidgate shall not, under any circumstances, be responsible for the loss of data, damage to property, or any loss of profit incurred by the Customer, Authorized User, or any third party due to unauthorized access to the Customer's Accounts via the User Interface.
- 27.4. Solidgate shall not be liable for losses or damages resulting from unprocessed, incorrectly processed, or delayed processing of any transaction or instruction. This includes failures arising from electrical, electronic, communication, IT infrastructure, or system disruptions, as well as force majeure events beyond Solidgate's control. The Customer shall indemnify Solidgate for any losses or damages suffered due to actions or omissions by the Customer, Authorized User, or their agents.
- 27.5. The Customer assumes full responsibility and liability for all actions, instructions, and transactions conducted via the User Interface by any Authorized User.
- 27.6. Access to and use of Solidgate's website and the User Interface is undertaken solely at the Customer's own risk. Solidgate makes no guarantees regarding the absence of harm (e.g., data loss or computer viruses) resulting from use of the User Interface, or associated devices.
- 27.7. Solidgate provides no warranty that the User Interface, or associated devices and instruments are free from errors or defects. To the maximum extent permitted by law, Solidgate disclaims all liability for any losses or damages arising from errors, defects, or failures in these systems.

28. EXECUTION OF INSTRUCTIONS THROUGH USER INTERFACE

- 28.1. The processing of instructions submitted by the Authorized User through the User Interface shall commence only after receipt and registration within Solidgate's systems. The execution of such instructions shall be governed by clauses of this Agreement applicable to the specific operation (e.g., payment orders, currency exchanges, communications, or notices).
- 28.2. Solidgate shall exert commercially reasonable efforts to execute instructions received from the Customer or Authorized User within the timeframes stipulated in this Agreement or as otherwise provided by Solidgate.
- 28.3. Any instruction or transaction approved and authenticated via the Security and Authentication Credentials issued to the Customer or Authorized User shall be deemed an irrevocable authorization for Solidgate to execute the stated action and shall be treated as final consent by the Customer.
- 28.4. Accessing the User Interface and the correct application of the Security and Authentication Credentials, as per Solidgate's records, shall constitute conclusive evidence of the Customer's authorization of a transaction or instruction, irrespective of the individual applying said credentials.
- 28.5. The Customer assumes full liability for all transactions submitted through the User Interface, including those initiated by an Authorized User. The Customer shall have no right to contest instructions authenticated and processed in accordance with the Security and Authentication Credentials issued.
- 28.6. Under no circumstances shall Solidgate bear liability for any delay, error, or failure in processing or executing instructions submitted through the User Interface, regardless of cause, including but not limited to telecommunications failures, technical malfunctions, or circumstances of force majeure.
- 28.7. The Customer is fully responsible for all instructions and transactions executed through the User Interface, including those carried out electronically by the Authorized User. Solidgate shall act on such instructions in accordance with this Agreement, bearing no liability for any losses incurred by the Customer or third parties as a result. The Customer shall indemnify Solidgate for any claims or damages arising therefrom.
- 28.8. Solidgate reserves the right to decline execution of any instruction or to suspend the Authorized User's access to the User Interface or User Interface, as well as block Security and Authentication Credentials under circumstances that include but are not limited to:
- (a) potential or suspected fraudulent or unauthorized use of the User Interface;
 - (b) violation by the Customer and/or Authorized User of this Agreement or any provided procedural guidelines;
 - (c) Solidgate has suspicions about Customer's or Authorized User's identity and Solidgate failed to contact Customer or Authorized User to verify their identity and/or content of a document submitted via User Interface or otherwise;
 - (d) a received document is corrupted or unclear due to transmission interruptions or any other technical reason;
 - (e) as required by Applicable Law or regulatory obligations.

29. ACCURACY AND UPDATING OF INFORMATION

- 29.1. The Customer and Authorized User may be informed through the User Interface regarding payment transactions, Account balances, and other related data as provided via the User Interface's functionalities or through customary communication methods or other channels Solidgate deems appropriate.
- 29.2. The User Interface enable real-time updating of Account information. However, the processing time for instructions may vary depending on the nature of the instruction. The Customer acknowledges and accepts that information accessed through the User Interface, including Account status, balances, and transaction details, reflects the most current data available at the time of consultation. However, this may not include transactions or instructions still undergoing processing, verification, or completion.
- 29.3. Solidgate shall make reasonable efforts to ensure the accuracy of information made available through the User Interface. Notwithstanding these efforts and except where mandated by Applicable Law, Solidgate shall not bear responsibility for inaccuracies in such information or for any direct or indirect losses suffered by the Customer, Authorized User, or third parties as a result of inaccurate data.
- 29.4. Solidgate reserves the right to update, amend, or modify the information provided on its website or through other communication channels, including data accessible through the User Interface or User Interface, at its sole discretion and without prior notification to the Customer or Authorized User.
- 29.5. The Customer must promptly, but not later than 2 business days, notify Solidgate of any changes in the details provided for the Customer or Authorized User. This includes, but is not limited to, ownership changes, updates to email addresses, mobile phone numbers, contact details, residential or business addresses, and other relevant information. Failure to notify or timely notify Solidgate of such changes shall constitute negligence on the Customer's part and a breach of the Customer's security obligations under this agreement.

30. LIMITATION OF USER INTERFACE USE

- 30.1. Solidgate may, at any time and at its absolute discretion, restrict, prevent, suspend or terminate the Customer or an Authorized User from using their Security and Authentication Credentials to access the User Interface, including any aspect, part, or service thereof.
- 30.2. Solidgate may, at any time and at its absolute discretion, restrict or prevent the Customer or an Authorized User from using their Security and Authentication Credentials to access the User Interface, including any aspect, part, or service thereof.
- 30.3. Solidgate may limit or block access to the User Interface, or any part of the services at any time, at its sole discretion and with or without prior notification, under the following circumstances:
 - (a) based on risk management considerations affecting the User Interface's functionality, Security and Authentication Credentials, or any associated instruments, devices, or procedures provided to the Customer;
 - (b) suspicion or evidence of unauthorized or fraudulent activities involving the User Interface or Security and Authentication Credentials;
 - (c) for reasons related to risk mitigation, anti-money laundering (AML), or counter-terrorism financing (CTF) obligations;

- (d) breach or non-performance of the Customer's contractual or financial obligations to Solidgate;
 - (e) to safeguard the interests of the Customer, other Customers, or Solidgate itself;
 - (f) if needed to comply with Applicable Law, regulations, rules, or other binding obligations;
 - (g) any justified reasons;
 - (h) where blocking of access, User Interface or Accounts is permitted under the provisions of this Agreement.
- 30.4. For the avoidance of doubt, Solidgate will not be responsible for any loss or damage (whether direct, indirect, consequential or otherwise) arising out of any failure to provide internet banking through User Interface or any aspect service thereof, certain Security and Authentication Credentials or any access thereto or to the website and any interfaces.
- 30.5. Upon termination under the Section 37, the operation of the User Interface and associated Security and Authentication Credentials for the Customer (including Authorized Users) shall cease entirely. Such termination shall encompass all related User Interface services and functionalities.

31. COMPLIANCE

31.1. Customer shall:

- 31.1.1. Observe, maintain and comply with Applicable Law, any and all policies, guidelines and reasonable instructions Solidgate may reasonably issue or make available from time to time with respect to privacy, security, compliance, risk and other matters.
- 31.1.2. Assist Solidgate in the verification and due diligence process regarding Customer and/or Authorized User(s) as shall be required, by providing the Customer Information requested by Solidgate within five (5) Business Days of receiving Solidgate's request, unless different period is reasonably provided. Customer warrants unconditionally that all the information it provides to Solidgate is correct and up to date and undertakes to provide Solidgate with at least five (5) Business Days written notice of any material change of the provided information, unless different period is reasonably required.
- 31.1.3. Assist Solidgate in further checks on Customer's and/or Authorized User(s) identity, creditworthiness and background. Customer hereby authorizes Solidgate to contact and consult relevant registries and governmental authorities or any other relevant sources, to submit Customer Information, or any other relevant information received from Customer to the relevant regulator, or for any ongoing monitoring related purpose.
- 31.1.4. Upon Solidgate's reasonable request, disclose such information and/or allow access and fully cooperate, at Customer's own expense, with any financial, security and/or procedural inspection, investigation and/or audit that may be conducted by or for Solidgate, regulatory authorities/agencies, and/or other relevant payment providers, in each case necessary for the purposes of the performance of this Agreement.
- 31.1.5. Meet all costs associated with its compliance with the law and other applicable provisions relevant to the performance of this Agreement.

- 31.1.6. Be liable and responsible for the actions of its Authorized Users, officers, directors, employees, agents, contractors, designees, ultimate beneficial owners or shareholders, and any other party acting on its behalf.
- 31.2. Information requested under this Section may include, but is not limited to, evidence deemed satisfactory by Solidgate regarding the Customer, its Authorized Users, representatives, directors, employees, shareholders, beneficial owners, and beneficiaries. This may also encompass information and documentation related to the Customer's economic and personal activities, business operations, financial standing, legal proceedings, litigations, source of funds, business partners, and any other details Solidgate considers necessary. Additionally, Solidgate may require information on the purposes and beneficiaries of executed, planned, or revoked transactions, transaction details, and any other documents, information, or consents deemed necessary to ensure compliance with Applicable Laws, regulations, regulatory requirements, and Solidgate's internal policies.
- 31.3. It is prohibited to Customer to:
- (a) use the Services in a way that infringes Applicable Law, good practices or rights of third parties;
 - (b) conduct activity or use the Services in a way that may result in charges or penalties to Solidgate;
 - (c) take actions or omissions that may expose Solidgate to credit risk, risk of fraud, breach of duties related to anti-money laundering and countering of terrorist financing or other statutory obligations or a sudden increase of risk (assessed under the procedures adopted by Solidgate);
 - (d) engage in misleading or deceptive conduct nor to use any Services itself or permit others to use the Services for any improper, immoral or unlawful purposes;
 - (e) assign, sub-contract or deal in any way with all or any part of the benefit of, or its rights or obligations under this Agreement without Solidgate's prior written consent.
- 31.4. Customer agrees to provide Solidgate and other third-party service providers (if any) with information regarding Customer's transactions.

32. PERSONAL DATA PROTECTION

- 32.1. Personal data processing in connection with this Agreement shall be governed by Privacy Policy (available via the [link](#)), and Data Processing Agreement (available via the [link](#)), which forms an integral part of the Agreement.

33. WARRANTIES AND REPRESENTATIONS

- 33.1. Customer acknowledges and agrees that Solidgate: (a) under no circumstances function as a seller, buyer, dealer, middleman, retailer, auctioneer, supplier, distributor, manufacturer, broker, agent or Customer of the Customer's goods; and (b) make no representations or warranties and do not ensure the quality, safety or legality of any Customer's goods. Customer agrees that any dispute regarding any goods or service purchased or sold by Customer with the provision of the Services is between Customer and the third party that purchased or sold the goods or services and agrees that Solidgate shall not be a party to any such dispute.
- 33.2. The Services are provided on an "as is," "as available" basis without any representations or warranties. Solidgate will use commercially reasonable efforts to achieve a quarterly-average minimum uptime of 99.9% of its Services, as measured by its ability to receive transaction messages. Customer may not rely on any representation or warranty regarding the Services by any third party in contravention of the foregoing statements. Solidgate specifically disclaims all

representations, warranties and conditions whether express or implied, arising by statute, operation of law, usage of trade, course of dealing, or otherwise, including but not limited to, warranties or conditions of Customer ability, fitness for a particular purpose, non-infringement, or title with respect to the Services.

33.3. In providing the Services, Solidgate is authorised to shut down the Services as necessary to conduct maintenance, upgrade, repair and/or provide other necessary attention to its server or equipment. Solidgate will have reasonable discretion to determine when to shut down the Services for Customer and shall give Customer an advance e-mail written notice when the Services will be shut down.

33.4. Customer warrants to Solidgate:

- (a) at the date of this Agreement, it has full power and lawful authority to execute and deliver this Agreement and to perform its obligations under this Agreement;
- (b) it is duly organised and validly existing under the laws of its domicile and has the legal capacity and corporate authority to own its property and carry on its business as now conducted and is not in breach of its by-laws;
- (c) it is in all material respects in compliance with and has at all times been, and is not in material default or violation in any respect of any Applicable Law;
- (d) there is no action, suit or proceeding at law or in equity now pending or, to the best of its knowledge, threatened by or against or affecting Customer which would impair its right to carry on its business as now conducted or affect its financial conditions or operations or its ability to perform the obligations required under this Agreement;
- (e) any and all information and documentation provided by Customer is true, accurate, complete and updated and no information, document or statement provided or made available are untrue, false, incorrect, incomplete or misleading;
- (f) it will not knowingly do anything or allow anything to be done which is likely to harm Solidgate's reputation;
- (g) its directors, shareholders and ultimate beneficial owners have never been convicted of a criminal offence and are not currently subject of any investigation relating to any criminal offence, and Customer undertakes to inform Solidgate immediately should this change;
- (h) Customer, its authorized representatives and beneficial owners are not listed in the OFAC's Specially Designated Nationals (SDN) List and/or the European Union Consolidated Financial Sanctions List. Customer undertakes to inform Solidgate immediately should this change;
- (i) to the extent Customer signs this Agreement electronically, including by checking the box through the Solidgate's website or User Interface, this Agreement is signed by authorized signatory, and the electronic signature is the legally binding equivalent to handwritten physical signature.

33.5. Solidgate warrants to the Customer:

- (a) at the date of this Agreement, it has full power and lawful authority to execute and deliver this Agreement and to perform its obligations under this Agreement;

- (b) it is duly organised and validly existing under the laws of its domicile and has the legal capacity and corporate authority to own its property and carry on its business as now conducted and is not in breach of its by-laws;
 - (c) it is in all material respects in compliance with and has at all times been, and is not in material default or violation in any respect of any Applicable Law;
 - (d) its directors, shareholders and ultimate beneficial owners have never been convicted of a criminal offence and are not currently subject of any investigation relating to any criminal offence, and Customer undertakes to inform Solidgate immediately should this change;
 - (e) Solidgate, its authorized representatives and beneficial owners are not listed in the OFAC's Specially Designated Nationals (SDN) List and/or the European Union Consolidated Financial Sanctions List. Customer undertakes to inform Solidgate immediately should this change.
- 33.6. Each Party warrants, represents, covenants and agrees that it has knowledge of all applicable Anti-Corruption Laws and that neither it nor any of its officers, directors, employees, agents, contractors, designees, ultimate beneficial owners or shareholders, nor any other party acting on its behalf, will directly or indirectly take any action that would constitute a violation of the Anti-Corruption Laws with respect to any activities related to any business for Solidgate or Customer. Each Party warrants, represents, covenants and agrees that neither it nor any of its direct or indirect Representatives has or will pay, offer, promise to pay or authorize the payment of, offer or promise to pay, directly or indirectly, any monies or anything else of value to any current or former official, political party or official of a political party, or any candidate for public office in connection with this Agreement. Each Party acknowledges that, for purposes of this Agreement, an "official" is (i) any officer or employee of a government or any department, agency or instrumentality of a government, (ii) any officer or employee of a public international organization such as the United Nations or the World Bank, (iii) any individual acting in an official capacity for or on behalf of a government agency, department, instrumentality or of a public international organization, (iv) any officer or employee of a company owned or controlled by a government or (v) any member of a royal family who may lack formal authority but who may otherwise be influential, including by owning or managing state-owned or controlled companies. Each Party represents and warrants that all representations, warranties and covenants set forth in this clause are truthful and accurate. Each Party shall notify the other Party in writing immediately upon the occurrence of any event which would render the representations, warranties or covenants contained herein incorrect. If, in good faith, Solidgate believes that any action under this Agreement will likely cause a violation of the Anti-Corruption Laws, non-performance shall be excused and this Agreement may be terminated at Solidgate's option.
- 33.7. Each Party warrants, represents, covenants and agrees that it will comply at all times with all applicable laws, rules, regulations, decrees and prohibitions of whatsoever nature relating (a) to the sale, export or transfer of items or (b) to transactions of any kind with restricted or embargoed countries or territories, restricted or blocked persons or restricted or blocked entities (together, "Embargoed Targets"), including, without limitation, those of the United States, Switzerland and the European Union or its member states ((a) and (b) together, the "Sanctions Laws"). Each Party warrants, represents and covenants that (c) it is not located, organized under, ordinarily resident in or acting on behalf of an Embargoed Target and (d) that it is not an Embargoed Target and is not owned or controlled by an Embargoed Target, as defined either expressly or substantively, by the Sanctions Laws. Each Party warrants, represents and covenants that it is not aware of any reason why it should be named on any list identifying Embargoed Targets maintained by implementing authorities of, without limitation, the United States, Switzerland or the European Union or member states thereof (together, "Lists"), as such Lists may be amended from time to time. Each Party agrees that it shall not (e) sell, directly or indirectly, resell or deliver any good, software or technology to an Embargoed Target, (f)

transport any such item on any vessel or other carrier that is owned, operated, flagged or chartered by an Embargoed Target or (g) broker, finance or otherwise facilitate any sale or resale of any such item or transaction that would cause a violation of any Sanctions Law. Each Party agrees that it will provide immediately to the other Party all information, including, without limitation, information concerning end customer, transit and final destination, shipping and intended end-use, to enable an assessment of compliance with the Sanctions Laws. If, in good faith, the Party believes that any action under this Agreement will likely cause a violation of the Sanctions Laws, non-performance shall be excused and this Agreement may be terminated at the Party's option.

- 33.8. Each Party undertakes that it shall not for the term of the Agreement and for a period of 2 years thereafter on its own behalf, or on behalf of any person directly or indirectly, canvass, solicit or endeavour to entice away from the other Party any person who has at any time during the term of the Agreement been employed or engaged by that Party.
- 33.9. If any of those representations and warranties may be affected at any time from the date of this Agreement, immediately, but no later than in five (5) Business Days, the Party shall inform the other Party on any changes.
- 33.10. Except as expressly stated in this Agreement, no representation, inducement or warranty was, prior to the execution of this Agreement, given or made by one of the Parties hereto with the intent of inducing the other Party to enter into this Agreement, and any representations, inducements or warranties that may have been so given are hereby denied and negated.

34. INTELLECTUAL PROPERTY

- 34.1. Solidgate or its licensors own the Proprietary Information.
- 34.2. Except as expressly stated herein, this Agreement does not transfer any right, title or interest in the Services or the Proprietary Information to Customer.
- 34.3. Customer acknowledges that the unauthorised use or release of the Proprietary Information or any part thereof, except as provided herein, would result in damages to Solidgate, which could not be adequately compensated for in damages by monetary award. Accordingly, in the event of any such breach, in addition to all other remedies available at law or in equity, Solidgate shall be entitled, as a matter of right, to apply to a court of competent equitable jurisdiction for relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with this Agreement.
- 34.4. Solidgate grants to Customer a limited, revocable, non-exclusive, non-transferable, worldwide right to use the Services and the Proprietary Information, solely for its own internal business purposes and subject to the terms of this Agreement.
- 34.5. In addition, Solidgate grants to Customer a non-exclusive, non-transferable license to display Solidgate's logos and trademarks as Solidgate may from time to time designate (provided Solidgate's prior written approval for such display has been obtained by Customer), on Customer's websites for the sole purpose of advising its customers of the availability of the Services.
- 34.6. Customer acknowledges that it is prohibited from any use, reproduction, decompilation, reverse engineering, modification or distribution of any Proprietary Information that is not expressly authorised in this Agreement. Customer may not sell, resell, assign or otherwise transfer rights to the Services or any Proprietary Information.

- 34.7. Customer grants to Solidgate, without additional remuneration, for the duration of the Agreement, non-exclusive, irrevocable, and not territorially limited license to use, present or copy Customer's name and logo solely for marketing of Solidgate's services.

35. LIABILITY

- 35.1. Neither Solidgate nor its affiliates, subsidiaries, agents, third-party service providers, employees or subcontractors bear contractual or non-contractual liability for any delay or failure to perform their obligations under this Agreement to the extent that the delay or failure is caused by any of the following:

- (a) any obligations arising between the Customer and counterparties to payment transactions or any third parties, including but not limited to the provision or non-provision of services, the characteristics, legality, enforceability, or any other aspect of such obligations;
- (b) any contractual terms, agreements, products, services, or business relationships between the Customer and third parties (whether existing, contemplated, or executed), including those involving Partners or other third-party service providers. This includes, but is not limited to, the provision or non-provision of services, representations or misrepresentations, statements, actions, omissions, inactions, applicable prices, fees, charges, levies, taxes, payments, or any related arrangements;
- (c) actions taken by the Customer or an Authorized User where such actions involve undue delay, fraud, willful misconduct, illegal activity, or negligence;
- (d) the refusal of any third party to accept payments, transactions, or financial instruments, or the failure of such third parties to cancel or notify the Customer regarding transaction-related matters;
- (e) the suspension, restriction, or cancellation of any payment instrument, Security and Authentication Credentials, or the refusal to issue or replace such credentials, access means, or related instruments.
- (f) failure, interruption, infiltration or corruption of any hardware, software or other telecommunications or data transmission system;
- (g) Solidgate's belief that the transaction is unauthorised or fraudulent or poses a security risk;
- (h) interception or seizure compelled by law or regulation; or
- (i) circumstances beyond Solidgate's reasonable control.

- 35.2. In no event shall Solidgate, its affiliates, subsidiaries, agents, employees or subcontractors bear contractual or non-contractual liability to Customer or any third party for:

- (a) damages of any third party, if they arise in connection with a breach of any of the provisions of the Agreement by Customer;
- (b) any claim, loss, or damage caused by Solidgate's compliance with its policies, Applicable Laws and regulations.

- 35.3. No Party shall be liable to any other Party for:

- (a) any indirect, special, consequential, punitive or incidental damages, whether based on negligence, wilful misconduct, tort, contract (including without limitation fundamental breach or breach of a fundamental term) or any other theory of law;
 - (b) any loss or damage of a type which was not reasonably foreseeable when the Agreement was concluded, whether or not the possibility of that type of loss or damage was subsequently advised to or otherwise became known, or should have become known, to the Party after the date of the Agreement;
 - (c) any claim where the circumstances giving rise to a claim are due to an unusual and unforeseeable event, outside the Party's (or its permitted sub-contractor or assignees) reasonable control and the consequences of which could not have been avoided even if all due care had been exercised (e.g. force majeure, supply chain disruption, events of war and acts of God, strike, lockout, traffic disruption, acts of domestic or foreign governmental authorities).
- 35.4. Customer shall pay on Solidgate's demand all charges, costs, expenses and/or damages or losses (whether indirect or consequential) caused to Solidgate by any non-fulfilment of the Customer's obligations under this Agreement.
- 35.5. In no event shall Solidgate or its affiliates, directors, officers, employees, contractors, or representatives be liable for an amount exceeding any amounts paid to Solidgate under this Agreement in the 6 (six) months preceding the occurrence of facts that first give rise to any liability hereunder. The existence of more than one claim or event from which liability arises will not enlarge this aggregate limitation. This aggregate limit is a single, global limit that applies to Solidgate under this Agreement.
- 35.6. Any claim for compensation for faults or damages must be presented in writing by Customer to Solidgate within sixty (60) days after the occurrence of the alleged fault or damage.
- 35.7. Nothing in this Agreement excludes or restricts a Party's liability for death or personal injury resulting from negligence or intent of that Party.

36. INDEMNIFICATION

- 36.1. Customer agrees to defend, indemnify and hold Solidgate harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of:
- (a) Customer's breach of this Agreement;
 - (b) Customer's negligence or willful misconduct;
 - (c) Customer's violation of Applicable Laws or the rights of a third party;
 - (d) any errors, ambiguities, or inconsistencies in any instructions or orders submitted by the Customer;
 - (e) the non-receipt of, or any delay in the receipt of, any instructions or orders provided by the Customer;
 - (f) Solidgate's acceptance or execution of any request, instruction, or direction issued by the Customer or an Authorized User, or any payment made by Solidgate on behalf of the Customer, including but not limited to taxes, penalties, duties, interest, or other costs for which Solidgate has no liability under this Agreement or any related agreements;

- (g) Solidgate's right, under this Agreement or any related agreements, to refuse execution of any instruction submitted by or on behalf of the Customer;
 - (h) Solidgate's compliance with any court order, whether issued in Cyprus or another jurisdiction, concerning the Customer or its Accounts, or Solidgate's response to any requests for information from competent authorities or third parties regarding the Customer's Account(s) or business relationship with Solidgate;
- 36.2. Solidgate agrees to defend, indemnify and hold Customer harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of:
 - (a) Solidgate's negligence or willful misconduct; or
 - (b) Solidgate's violation of Applicable Laws or the rights of a third party.
- 36.3. If damages, costs and expenses are asserted against the Customer by any third party which claims that they are the owner of any intellectual property ("IP") rights which have been infringed as a result of the Customer's use of Solidgate's software and/or systems in accordance with the terms of this Agreement, Solidgate shall indemnify the Customer for these third-party claims, including the Customer's reasonable and properly incurred costs of its legal defence, and offer the Customer the necessary assistance in its legal defence. The Customer shall cooperate with Solidgate in good faith with such defence or settlement including permitting Solidgate to defend such claims at our option.

37. TERM AND TERMINATION

- 37.1. The term of this Agreement shall commence on the Effective Date and shall continue until terminated by:
 - 37.1.1. Customer upon one (1) month's notice in writing to Solidgate;
 - 37.1.2. Solidgate upon two (2) months' notice in writing to Customer.
- 37.2. The Customer shall ensure that sufficient funds remain available in the Account during its closure to satisfy any obligations arising from transactions or commitments made prior to the termination notice. This includes obligations that have not been presented by the relevant institutions to Solidgate before the termination notice and/or remain unsettled at the time of the Account's closure.
- 37.3. Solidgate reserves the right to block the Account subject to termination, thereby preventing the Customer or any Authorized User from executing further transactions or instructions. Solidgate may also freeze all or part of the funds within the Account. Should the funds in the Account prove insufficient to cover liabilities owed to Solidgate, arising from the use of the Account, the Customer expressly authorizes Solidgate to recover such amounts by debiting any other Account(s) or funds held by the Customer with Solidgate.
- 37.4. Without derogating from the aforesaid, Solidgate may terminate this Agreement immediately if:
 - (a) all Account(s) held by the Customer with Solidgate are closed or are in the process of being closed for any reason (including termination of the business relationship). In such cases, all Security and Authentication Credentials, Internet Banking or other instruments linked to such Accounts shall also be terminated;
 - (b) Solidgate ceases to provide the Accounts or services governed by this Agreement;

- (c) Customer fails to perform any obligation required under this Agreement or breach any of the terms of the Applicable Laws;
 - (d) Solidgate reasonably suspects or identifies that the Customer or Authorized Users have submitted false or misleading information or documents;
 - (e) Solidgate reasonably suspects or believes that Customer is using the Services in connection with any products and/or services, or/and any unauthorised, fraudulent, illegal, dishonest or criminal activities;
 - (f) funds held in the Customer's Account are at risk of fraud or misuse;
 - (g) extraordinary circumstances affecting the safety, security, or confidentiality of the Customer's or other Customers' Accounts with Solidgate occurred or about to occur;
 - (h) Account is inactive, dormant, maintains a zero or negative balance;
 - (i) required by a court order, regulatory directive, law enforcement agency, or other competent authority;
 - (j) pursuant to internal policies or the requirements of correspondent banks or payment processors involved in transaction processing;
 - (k) Customer, its authorized representatives or beneficial owners are listed in the OFAC's Specially Designated Nationals (SDN) List and/or the European Union Consolidated Financial Sanctions List;
 - (l) Customer becomes insolvent or files for insolvency, fails to pay its debts due to Solidgate, makes a general assignment for the benefit of creditors, commences procedures for voluntary winding up, suffers or permits the appointment of a receiver for its business assets, or is wound up or liquidated, voluntary or otherwise.
- 37.5. Customer may terminate this Agreement immediately if Solidgate, its authorized representatives or beneficial owners are listed in the OFAC's Specially Designated Nationals (SDN) List and/or the European Union Consolidated Financial Sanctions List.
- 37.6. In case the Agreement is terminated by any Party, all Fees due to Solidgate under the Agreement will become payable on the date of termination of the Agreement. Charges for the Services levied on a regular basis shall be payable by Customer only proportionally up to the termination of the Agreement.

Remaining balance

- 37.7. In the event of termination, if there is a remaining balance in the Customer's Account, such balance shall be transferred to the Customer's other account (e.g., with another financial institution) following the satisfaction of Solidgate's procedures, less any applicable fees, charges, or amounts payable to Solidgate. Such transfers are subject to the following conditions:
- (a) the Customer and/or Authorized User have not engaged in fraudulent, illegal, or negligent conduct, nor have they acted in a manner giving rise to reasonable suspicion of such conduct;
 - (b) Solidgate is not required to withhold the balance pursuant to any legal obligations, regulatory requirements, court orders, or instructions from law enforcement or other authorities.

Solidgate reserves the right to perform verification procedures on transfer-out instructions, and such instructions shall be rejected if Solidgate's procedures are not satisfied.

- 37.8. In the absence of instructions from the Customer regarding the transfer of remaining funds, Solidgate shall transfer the balance to an unclaimed monies account under its control. Maintenance charges may be applied to such balances until Solidgate receives and processes valid instructions for the release of funds in accordance with its procedures.
- 37.9. If, following the transfer of funds, additional transactions, charges, or fees are identified, or Solidgate receives a request for the reversal of prior transactions, Solidgate shall debit the relevant amounts from the Customer's funds held with Solidgate. If insufficient funds are available, the Customer shall immediately settle the outstanding balance upon Solidgate's demand.
- 37.10. Any incoming transactions to a closed Account shall be returned to the payer, with appropriate notification provided to the payer. Solidgate shall not be bound by forwarding instructions provided by the Customer.
- 37.11. Upon termination, all obligations of the Customer arising from or related to the business relationship, the Agreement, or any agreement or transaction shall become immediately due and payable. The Customer must settle all outstanding liabilities on or before the termination date. Any termination of this Agreement shall not relieve Customer from any liability arising prior to the termination of this Agreement.
- 37.12. Termination of the business relationship does not affect accrued rights or obligations, including but not limited to representations, warranties, indemnities, and confidentiality obligations, provided by the Customer under this Agreement. Such provisions shall survive termination and remain binding.

38. AMENDMENTS

- 38.1. Solidgate has the right, at its sole discretion, to amend, revise, or supplement this Agreement, and any related documents at any time. This includes any supplementary terms and procedures referenced herein or otherwise communicated by Solidgate through any means it deems appropriate, including publication on Solidgate's website. Updated versions of the Agreement or any other document shall take effect on the date set forth by Solidgate.
- 38.2. Any amendments which concern relevant payment services shall be notified by Solidgate upon two (2) months' written notice to Customer. In this case Customer is entitled to terminate the Agreement with Solidgate by providing a written notice during the two (2) months' notice period. Customer is deemed to have accepted such changes if Customer does not notify Solidgate before the proposed date of their entry into force that they are not accepted. This will not affect Solidgate's right, upon 10 (ten) business days written notice unless otherwise provided by the Applicable law, to change the terms, conditions or specifications of any of the Services due to:
 - (a) changes in the Services which are made at Customer's request;
 - (b) changes in the Services which are made at the competent authorities, payment settlement systems and other payment processing parties request;
 - (c) changes are necessary to comply with security requirements and measures
 - (d) the cases when Solidgate is required to amend this Agreement to comply with Applicable Law or by competent authorities, payment settlement systems and other payment processing parties;

- (e) changes reasonably imposed upon Solidgate for any reason whatsoever.
- 38.3. Solidgate may amend, revise, or supplement any document or procedure incorporated into or referenced in this Agreement at its sole discretion, with immediate effect and without prior notification to the Customer. This includes, but is not limited to:
- (a) complaint handling policies and procedures;
 - (b) data protection policies and procedures;
 - (c) technical documentation and requirements for accessing and using the User Interface;
 - (d) security and authentication measures;
 - (e) risk management and security protocols;
 - (f) lists of documents and information necessary for rendering services;
 - (g) lists of Solidgate's correspondent accounts;
 - (h) any other document or procedure deemed relevant by Solidgate for the effective operation and governance of its services.
- 38.4. Changes in exchange rates/cut off time shall take force immediately without notice.
- 38.5. Amendments, revisions, or supplements that do not pertain to relevant payment services may take immediate effect without prior notice. Whenever possible, the Customer will be informed in advance of such changes; however, Solidgate reserves the right to notify the Customer at the earliest opportunity following their implementation.
- 39. AUTHORIZED USER**
- 39.1. The Customer, upon establishing business relations, shall provide Solidgate with details of its Authorized Users in accordance with Solidgate's procedural requirements. Authorized Users may include, but are not limited to, authorized signatories, designated User Interface users, and other individuals empowered to act on behalf of the Customer. The Customer shall ensure that such details remain accurate and up to date throughout the duration of the business relationship.
- 39.2. Solidgate shall be entitled to rely on any documents or information provided by the Customer regarding the designation of Authorized Users. Unless and until Solidgate receives written notice from the Customer revoking or amending such authorization, and Solidgate has had a reasonable opportunity to implement such changes, all actions undertaken by an Authorized User shall be deemed as duly authorized by the Customer.
- 39.3. Where applicable, the Customer shall submit specimen signatures and any additional details as may be required by Solidgate in the format and manner prescribed by Solidgate.
- 39.4. Subject to any limitations recorded by Solidgate, Authorized Users designated by the Customer may be granted authority to:
- (a) open, operate, and close accounts on behalf of the Customer;
 - (b) apply for and enter into agreements for any services provided by Solidgate;

- (c) execute agreements, guarantees, indemnities, or other undertakings concerning the Customer's accounts and related services;
 - (d) communicate with Solidgate, submit and receive documentation, and provide instructions regarding the operation of the Customer's accounts and services;
 - (e) submit payment orders, transaction instructions, and other financial directives on behalf of the Customer;
 - (f) request the issuance, modification, or termination of Security and Authentication Credentials, authentication means, and other access mechanisms related to the Customer's accounts and services.
- 39.5. The Customer represents and warrants that, prior to designating any Authorized User, it has obtained all necessary consents to enable Solidgate to process personal data related to the Authorized User for the purposes of providing services under the agreement.
- 39.6. Solidgate reserves the right to suspend or restrict an Authorized User's access to the Customer's accounts or services upon the expiration or termination of the relevant authorization. Such restrictions shall remain in effect until the Customer provides renewed authorization in the manner prescribed by Solidgate.
- 39.7. In the event of any dispute or uncertainty regarding the authority of an individual to act on behalf of the Customer, Solidgate shall be entitled to suspend access to the Customer's accounts and services until the matter is resolved to Solidgate's satisfaction.
- 39.8. Solidgate shall act upon any instructions provided by the Authorized Users of the Customer unless Solidgate reasonably determines that executing such instructions would contravene Applicable Laws, regulations, internal security protocols, or other compliance requirements.
- 39.9. Solidgate may, at its sole discretion, request the Customer to modify or replace any Authorized User. Additionally, Solidgate may decline to act upon instructions issued by an Authorized User where Solidgate deems such action to be necessary for legal, regulatory, or security reasons.
- 39.10. Solidgate may refuse to execute an instruction and may request its resubmission through an alternative Authorized User if deemed necessary by Solidgate.
- 39.11. Where multiple Authorized Users have been designated by the Customer, the Customer may specify the combination of Authorized Users required to provide binding instructions. In the absence of such specifications, Solidgate shall be entitled to accept instructions from any Authorized User acting individually.
- 39.12. Without prejudice to any rights Solidgate may have under this agreement, Solidgate shall at all times be entitled to assume that any instructions issued by an Authorized User have been duly authorized by the Customer, irrespective of whether Solidgate has been made aware of the precise scope of such authorization.
- 39.13. The Customer shall not challenge or dispute any transaction, instruction, or action executed by an Authorized User where such action has been duly processed in accordance with the terms of this agreement.
- 39.14. The Customer assumes full responsibility and liability for all actions, decisions, and omissions of its Authorized Users concerning the Customer's accounts, business relationship with Solidgate, and any transactions carried out through the User Interface or other designated

access channels. The Customer shall remain fully bound by all actions undertaken by its Authorized Users.

- 39.15. The Customer irrevocably authorizes Solidgate to accept and process any instructions, orders, transactions, or communications submitted by an Authorized User.
- 39.16. Notwithstanding any circumstances affecting the status of an Authorized User (including but not limited to expiration of authority, incapacity, or cessation of employment), Solidgate shall remain entitled to execute any instructions received from such Authorized User until Solidgate receives formal written notice of the relevant change and has had a reasonable opportunity to implement the necessary updates.

40. CUSTOMER'S INSTRUCTIONS

- 40.1. Unless otherwise specified in other provisions of this Agreement, any notices, instructions, or communications (including but not limited to documents, requests, orders, complaints, claims, or applications) related to the business relationship between the Customer and Solidgate may be submitted in person, through an Authorized User, by postal service, via the User Interface, or in accordance with the specific procedures applicable to the service in question. Solidgate, at its sole discretion, may require that certain instructions be submitted exclusively through an approved electronic channel, in original written form, and/or via the User Interface. In such cases, Solidgate may withhold execution of the instruction until it is received in the specified format.
- 40.2. All notices and instructions submitted to Solidgate must be clear, legible, and free from alterations, erasures, or corrections. They must be duly signed by the Customer or confirmed using the applicable Security and Authentication Credentials unless otherwise stated in this Agreement.
- 40.3. Instructions or notices sent by email or other electronic means, where accepted by Solidgate, shall only be deemed received once Solidgate confirms receipt.
- 40.4. Notices or instructions transmitted through postal services must be sent as registered mail to Solidgate's designated address. They shall be considered received only upon actual receipt and confirmation by Solidgate.
- 40.5. The use of the User Interface for submitting instructions shall be governed by the relevant provisions of this Agreement regulating electronic communication and security measures.
- 40.6. Receipt of a notice or instruction by Solidgate merely acknowledges its submission and does not impose an obligation on Solidgate to execute or act upon it unless all conditions required for execution are satisfied.
- 40.7. Unless otherwise specified in this Agreement, the applicable Fee Schedule, or any other official documents or communications issued by Solidgate (including those published on its website), Solidgate shall process notices and instructions exclusively on Business Days during its standard operational hours. In the event that Solidgate accepts a notice or instruction outside of these hours, such notice or instruction shall be deemed received on the following Business Day.
- 40.8. Solidgate shall have the absolute right, without incurring any liability, to decline execution of any instruction or notice from the Customer if, in Solidgate's sole discretion, such instruction or notice contains ambiguities, lacks clarity, or raises concerns regarding its validity or authenticity.

- 40.9. Solidgate may refuse to act upon any instruction or notice issued by the Customer or its Authorized User under any grounds, provided in this Agreement, including but not limited to Sections 18, 28, 30, 37.
- 40.10. Solidgate reserves the right to request that the Customer re-submits any instruction in a format prescribed by Solidgate. Additionally, Solidgate may require that the instruction be translated into English and duly legalized before it is processed. Execution of the instruction may be suspended until the requested resubmission is received.
- 40.11. Solidgate is entitled, but not obligated, to contact the Customer via any communication channel deemed appropriate to verify the authenticity of an instruction or notice received.
- 40.12. Any refusal to execute an instruction or notice shall not impose an obligation on Solidgate to provide a reason for such refusal, except where required by law or regulatory obligations.
- 40.13. Solidgate shall not be held liable for any direct or indirect losses, damages, or expenses incurred by the Customer as a result of the non-execution, delayed execution, or rejection of any instruction or notice, provided that such refusal or delay was made in accordance with this Agreement and applicable regulations.

41. CONFIDENTIALITY

- 41.1. Each Party agrees to maintain all Confidential Information of the other Party in confidence to the same extent that it protects its similar confidential information and to use such Confidential Information only as permitted under this Agreement. Each Party agrees to take all reasonable precautions to prevent any unauthorised disclosure or use of the Confidential Information of the other Party including, without limitation, disclosing such Confidential Information only to its employees or contractors with a need to know and who are parties to appropriate agreements sufficient to comply with this section.
- 41.2. The obligation of confidentiality shall extend for a period of three (3) years after the termination of this Agreement but shall not apply with respect to information that lawfully becomes a part of the public domain, or of which the Parties gained knowledge or possession free of any confidentiality obligation.

42. NOTICES

- 42.1. Notices, notifications, communications, and other information related to this Agreement shall be sent or made available by Solidgate to the Customer or Authorized User, as applicable, through any of the following means, as deemed appropriate by Solidgate:
 - (a) via the User Interface or any designated online platform accessible to the Customer;
 - (b) by email to the registered email address(es) of the Customer or Authorized User;
 - (c) by postal service to the registered mailing address(es) of the Customer;
 - (d) by telephone or SMS to the registered phone number(s) of the Customer or Authorized User;
 - (e) by publication of documents or notices through Solidgate's website, online portals, or other electronic resources;

- (f) through any other communication channel deemed appropriate by Solidgate for the specific type of communication, including in-person delivery to the Customer or an Authorized User.
- 42.2. Any notice, notification, or communication sent by Solidgate using any one of the above-listed methods shall be considered valid and sufficient for all legal and contractual purposes. Any information required to be provided to the Customer under Applicable Law shall be delivered in accordance with the communication methods specified herein.
- 42.3. Wherever any Authorized User(s) of Customer is(are) in receipt of any notices, notifications, communication, information from Solidgate, he/they shall notify and transmit the same to Customer. Customer shall be deemed to have received and to be aware of all notices, notifications, communication, information transmitted between Authorized User(s) and Solidgate. This provision shall apply vice versa where the Customer in receipt shall notify and transmit and shall be deemed to have transmitted all notices, notifications, communication, information to all Authorized User(s) who shall be deemed to have received them and be aware of the same.
- 42.4. All communication, notices or reports permitted or required under this Agreement shall be in writing and in English.

43. GOVERNING LAW AND JURISDICTION

- 43.1. This Agreement shall be governed by the Applicable Law.
- 43.2. Solidgate will attempt to resolve any complaint relating to the provision of the Services or to this Agreement via its customer service centre. In addition, Customer may make a complaint to the CBC. The CBC is the authority responsible for the prudential supervision of companies in the financial sector in Cyprus. Customer can contact the CBC at 80, Kennedy Avenue, Cy-1076 Nicosia P.O.Box 25529, Cy-1395 Nicosia. Customer may obtain further information regarding the CBC and how to contact them at: <https://www.centralbank.cy/>.
- 43.3. If Customer is not satisfied with the Services or need assistance with assisting fraud or technical issues, Customer must initiate Solidgate's complaints handling procedure to resolve such matters. For more information about this process please contact Solidgate at legal@solidgate.com.
- 43.4. The competent courts of England shall have exclusive jurisdiction over any dispute. Any dispute must be brought in the competent courts of England.

44. EXECUTION

- 44.1. This Agreement may be executed in two or more counterparts in English (which both Parties understand properly), all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts of Agreement have been signed and delivered to each other Party, it being understood that the Parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
- 44.2. The Agreement can be accepted and thus executed in electronic form (e.g., by an electronic or other means of demonstrating assent), including by checking the box through the Solidgate's website, and Customer's acceptance will be deemed binding between the Parties. The Customer cannot contest the validity or enforceability of this Agreement, including under any

applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

44.3. For the avoidance of doubt, should either Party fail to sign this Agreement, and despite the lack of signature by authorized signatory of Customer, the Services under this Agreement are still provided by Solidgate to Customer, the performance of the Services shall constitute the Customer's acceptance of the terms and conditions of this Agreement. The further may inter alia confirm the Customer's acceptance to this Agreement:

- (a) starting processing payments via Solidgate's Services;
- (b) provision of any other Services to Customer;
- (c) payment of the Fees by Customer; or
- (d) other activities, conducted by Customer and/or Solidgate, reflecting the performance of this Agreement.

45. FINAL PROVISIONS

- 45.1. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.
- 45.2. This Agreement shall inure to the benefit of and shall be binding on and enforceable against the Parties and, where the context so permits, their respective successors and permitted assigns.
- 45.3. The Parties to this Agreement are independent contractors and neither Party is the agent, joint venture, partner or employee of the other. No relationships of principal to an agent, master to a servant, employer to employee, franchisor to franchisee, partners or joint ventures are established hereby between the Parties. Customer has no authority to bind Solidgate nor incur any obligation on Solidgate's behalf.
- 45.4. The Parties covenant and agree to make all applications, execute all other deeds, documents, instruments and assurances, and do such further and other acts as may be necessary or desirable to carry out the real intent and meaning of this Agreement, and to give full effect to the transactions contemplated or intended hereby.
- 45.5. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, into which all prior negotiation, commitments, representations and undertakings of the Parties are merged and, except as herein specifically provided, there are no oral or written understandings or agreements between the Parties hereto relating to the subject matter hereof.