Please read these terms and conditions (the "Agreement") carefully before using any of the B4Trust Account. This Agreement shall govern the availability and use of the various services provided by B4Trust and its affiliated entities ("B4Trust Services"). By accessing or using any or part of the B4Trust Services, you (the "Client", "you"/ "your", "any authorized user") agree to become bound by the terms and conditions of this Agreement. If you do not agree to all the terms and conditions of this Agreement, please do not access or use any of B4Trust Services.

Notwithstanding the foregoing, you shall regularly review the terms and conditions of this Agreement. You may access the latest version of this Agreement at any time on our website (www.B4Trust.net).

This Agreement is effective and legally binding on the date when the Client applies for B4Trust Account or otherwise uses the B4Trust Services (including but not limited to the application for a B4Trust Account). Your acceptance of this Agreement and your use of the B4Trust Services serves as confirmation that you fully understand and accept these terms and conditions. If you do not understand any of these terms and conditions, please contact support@B4Trust.net for more information.

1. IMPORTANT INFORMATION

- a. You acknowledge that you and your use of the B4Trust Services are subject to the mandatory provisions of Applicable Law. You are solely responsible for understanding and complying with any and all laws, rules and regulations that may be applicable to you in connection with your use of the B4Trust Services, including, but not limited to, laws and regulations governing payment services, anti-money laundering or terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency exchange.
- b. We may close, suspend or limit your access to your use of the B4Trust Services in the event that you breach any of the terms and conditions in this Agreement or any other agreement you enter into with B4Trust or pursuant to any proprietary monitoring used by B4Trust when assessing the risk associated with your transaction activity. We may also limit your access to funds per the instructions of law enforcement or our regulators.
- c. When B4Trust closes a B4Trust Account, the funds standing at the credit of such Client's Account will be remitted by B4Trust to a bank account designated by the Client and opened in the name of the Client.

2. **DEFINITIONS**

In the context of this Agreement, the following terms shall have the following meaning:

- a. "Agreement" shall mean the terms and conditions herein, in addition to exhibits and any referenced documents or attachments, including the Privacy Policy.
- b. "B4Trust Account" shall mean your online account where you register for B4Trust Services, apply for an Account and make ongoing use of the B4Trust Services. Your B4Trust Account is where you upload and maintain your contact and identity information, and other information related to such Client's use of the B4Trust Services.
- c. "B4Trust website" shall mean our website at https://www.B4Trust.net/.
- d. "Applicable Law" shall mean any law, regulation or generally accepted practices or guidelines in the relevant jurisdictions applicable to B4Trust Services, including, but not limited to, laws governing payment services including anti-money laundering or counter-terrorist financing requirements, sanctions, consumer protection, data protection laws, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency transactions including, but not limited, to the Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance, the Drug Trafficking (Recovery of Proceeds) Ordinance, the Organized and Serious Crimes Ordinance, the United Nations (Anti-Terrorism Measures) Ordinance, the United Nations Sanctions Ordinance and the Weapons of Mass Destruction (Control of Provision of Services) Ordinance and similar legislation in all jurisdictions in which B4Trust operates.
- e. "Business Day" shall mean a day other than a Saturday, Sunday or Public Holiday on which B4Trust and its Affiliates (as applicable) are open for business in its registered place of business or a day on which banks and foreign exchange markets are open for business in the principal financial centers of the countries of the relevant currencies (as required).
- f. "Client" shall mean you, the individual or legal entity who enters into this Agreement and in whose name the Account is registered.
- g. "EMD" means "Electronic Money Distributor" of PayrNet in Lithuania or such other Service Provider as shall be notified from time to time.
- h. "Fees" shall mean the charges payable by you to us for using the B4Trust Services.
- i. "Account" shall mean an electronic money and payment account as part of your B4Trust Account opened with a Service Provider. Initially, accounts will be opened with Payrnet Limited in Lithuania, or such other Service Provider as shall be notified from time to time, for which B4Trust is an EMD.
- j. "Restricted Person" shall notably mean a person that is (i) listed on, or owned or controlled by a person listed on sanctions list; (ii) located in, incorporated under

- the laws of, or owned or controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of country-wide Sanctions; or (iii) otherwise a target of Sanctions.
- k. "Sanctions" shall notably mean any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: any jurisdiction in which B4Trust operates; or the respective governmental institutions and agencies, including without limitation, the Office of Foreign Assets Control of the US Department of Treasury ("OFAC") (together "Sanctions Authorities").
- 1. "Sanctions List" shall notably mean the Specially Designated Nationals and Blocked Persons list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- m. "Service Provider" shall notably include banks, payment providers of service, e-money institutions, clearing networks and other third-party payment processing services used by B4Trust in the course of supplying the B4Trust Services.

3. DATA PROTECTION

- a. When using the B4Trust Services, you or any third party authorized by you may submit content to B4Trust. Any collection, use or processing of information by us shall be restricted to the purposes necessary for, or incidental to, the provision of the B4Trust Service pursuant to this Agreement unless your prior consent is obtained.
- b. Your use of the B4Trust Services is subject to our Privacy Policy, which you agree to by entering into this Agreement and upon registering for a B4Trust Account, and consent to the processing and transfer of your personal data in accordance therewith.
- c. You agree that B4Trust reserves the right to access and/or disclose data we collect from you and any third party authorized by you in order to comply with requests from government and/or regulatory authorities. You further acknowledge that B4Trust reserves the right to disclose personal data to third parties in the event that B4Trust reasonably believes your use of the B4Trust Services is deemed as a breach of the terms and conditions of this Agreement.

4. **COMMUNICATION**

- a. You may contact Client Support at any time by sending a message through the contact links on the B4Trust Website or via email at support@B4Trust.net.
- b. You agree that B4Trust may provide notice or other information to you by posting it on the B4Trust Website(s) (including information which is only accessed by you by logging into your B4Trust Account), emailing it to the email address listed in your B4Trust Account, mailing it to the business address listed in your B4Trust

Account, calling you by phone, or sending you a "text" message. You shall have internet access and an email account to receive communications and information relating to B4Trust Services. You may request a copy of any legally required disclosures (including this Agreement) from us and we will provide this to you in so that you can store this document (for example, by email) and you may refuse receiving such communications by contacting B4Trust as described in paragraph 3.a. above. B4Trust reserves the right to close your B4Trust Account if you withdraw your consent to receive electronic communications.

5. FEES

- a. All Fees that may be charged by B4Trust are disclosed on the "Pricing" page of the B4Trust' website or are as may have been agreed with you through separate communications. The Fees are subject to adjustment at B4Trust's sole discretion. You agree to pay all Fees and your continued use of the B4Trust Services indicates your continued acceptance of the Fees. When we adjust our Fees, we will send you an email notification. If you have any questions or are unclear as to any Fees, you should contact B4Trust.
- b. Fees payable by you may be deducted from the settlement transaction at the time the settlement transaction is executed or charged separately. You hereby authorize us to so deduct such Fees.
- c. As further indicated in Section 7.c. below, B4Trust reserves the right to close your Global Account in the event its balance does not allow B4Trust to deduct and collect the applicable monthly Fees.

6. CLIENT REPRESENTATIONS AND WARRANTIES

- a. You represent and warrant that you are not acting on behalf of, or for the benefit of, anyone else, unless in case of a natural person, opening the account for and under the direction of the company or legal person or entity, that employs such a natural person.
- b. You hereby undertake, until the term or termination of this Agreement, to communicate promptly to B4Trust any change in your business ownership, management structure, business activities and contact details.
- c. You shall obtain any necessary authorizations from data subjects for the required transfers of information within the scope of the B4Trust Services. You are responsible for the legally compliant collation, storage and transmission of information (in particular personal data) to B4Trust. You hereby represent and warrant that the data with respect to third parties that is communicated to B4Trust by you or by the relevant platform and for the purpose of being read, kept or processed by B4Trust (a) with respect to such data you hereby (i) are deemed to be and (ii) accept to be controller; (b) such data has been collected and received

- from the relevant party in full compliance with applicable data protection laws applicable to such third party as data subject and (c) such data has been communicated with the explicit and informed consent of such party to the communication and processing of this data.
- d. You shall comply with this Agreement and all Applicable Laws and must not cause B4Trust to breach any Applicable Law. You shall notify B4Trust in the event that you become aware of any breach of Applicable Laws.
- e. You shall comply with all Applicable Laws to which you may be subject. You undertake that you are not, and will procure that none of your directors, officers, agents, employees or persons acting on behalf of the foregoing is, a Restricted Person and do not act directly or indirectly on behalf of a Restricted Person. You must supply to us details of any claim, action, suit, proceedings or investigation against you or such persons with respect to Sanctions by any Sanctions Authority to the extent permitted by law, promptly upon becoming aware.
- f. In the event of a breach of the above provisions, you shall be liable to B4Trust for the resulting damages and indemnify B4Trust in the internal relationship from any claims of third parties.
- g. You acknowledge and agree that we are not a bank and do not provide you with a bank account, and so our Services are not covered by any banking laws or regulations. You further agree that the Account is a 'virtual account' and is not a bank account and that you will not earn interest or be entitled to any interest on any funds.
- h. To keep your funds safe, B4Trust has implemented commercially reasonable administrative and technical measures to protect and safeguard the funds collected or received for you in connection with the Services. B4Trust will hold such funds in designated bank accounts segregated from B4Trust's corporate funds, and will not use such funds for its own operating expenses.

7. TERMINATION AND SUSPENSION

- a. If you wish to terminate this Agreement, your B4Trust Account or your Global Account, you may do so by sending us an email at support@B4Trust.net. The provisions of this Agreement relating to ownership provisions, warranty disclaimers, indemnity and limitations of liability shall survive termination of this Agreement.
- b. When your B4Trust Account is suspended or terminated, any further attempted use of the B4Trust Service will result in your funds being rejected, and may warrant notification to appropriate authorities. You are solely responsible for any fees incurred in connection with the rejected payments.

- c. B4Trust reserves the right to close your B4Trust Account in the event that it remains inactive for more than 3 months or in the event that the balance on your Global Account does not allow B4Trust to deduct applicable monthly Fees.
- d. When B4Trust closes a Clients' Account, the funds standing at the credit of such Client's Account will be remitted by B4Trust to a bank account designated by the Client and opened in the name of the Client.

8. MISCELLANEOUS

- a. Amendment to Agreement. Since we keep updating the B4Trust Services, we may amend the terms of this Agreement from time to time. In the event of any amendment, we will send you an email notification two (2) weeks before the changes take effect. If you disagree with our changes, then you should stop using the B4Trust Services and terminate this Agreement within the designated notice period. Otherwise, in absence of such notification before the proposed date of their entry into force, you will be deemed to have accepted those changes if you continue to use B4Trust Services. Your continued use of our B4Trust Services will be subject to the new terms. However, any transaction or dispute that arose before the changes shall be governed by the Agreement that was in place when the dispute arose.
- b. <u>Service Providers</u>. B4Trust shall be entitled to involve third parties in providing B4Trust Services. B4Trust may require that certain processing steps are carried out directly through such third parties, completely or partially.
- c. Opening an account. By requesting the opening of an account, you are appointing B4Trust as your agent to do so on for and on your behalf and enter into the relevant account opening agreement with the chosen Service Provider for and on your behalf. The account will be opened in your name with the chosen Service Provider details of which will be provided to you at the time of opening.
- d. Prevention of Money Laundering and Terrorist Financing. B4Trust is subject to Applicable Law regarding the fight against money laundering and the financing of terrorism. As a result, B4Trust reserves the right to obtain information from you, including, but not limited to, information about your identity, business transactions, business relationships, and/or financial information. In addition, B4Trust must take all the steps necessary to identify you and, where appropriate, the beneficial owner of the B4Trust Account. You acknowledge that B4Trust may terminate or postpone, at any time, the use of login details, access to a B4Trust Account, or execution of a transaction in the absence of any sufficient information about its purpose or nature.
- e. <u>Severability</u>. Should one or several provisions of this Agreement be or become invalid or prove to be unenforceable, this shall not affect the validity of the other provisions.

- f. <u>Indemnification</u>. You agree to indemnify, defend, and hold harmless B4Trust, its parent, affiliates, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the B4Trust Services, including but not limited to your violation of this Agreement.
- g. <u>Complaints Policy</u>. B4Trust has a Complaints Policy which is described and updated from time to time in a Complaints Policy document available on our website. We suggest reviewing this policy in order to keep abreast of the right to complain about any issue that requires to do so.
- h. <u>Disclaimer of Warranties</u>. We act as a provider of service to you under this Agreement. B4Trust does not act as a trustee, an escrow agent or stakeholder for you or your payer/payee. B4Trust assumes no liability to or in respect of any products, services or any other part of your business.
- i. <u>Applicable Law</u>. This Agreement shall be governed by Dutch law and any claim or dispute under this Agreement shall be subject to the exclusive jurisdiction of the Courts of The Netherlands.