

Annex 1 to General terms and conditions for provision of Payment Services

Payment Account Agreement

1. General provisions

1.1. Definitions:

- 1.1.1. Agreement – this Payment Account Agreement.
- 1.1.2. Electronic money means monetary value put into circulation following the receipt of funds by the Institution from Customers, expressed as a claim on the Institution and having the following characteristics: 1) is stored on electronic, including magnetic, media; 2) used for the execution of the Payment Transactions; 3) accepted by persons who are not the emitents of that electronic money. Electronic money may be referred to simply as funds in the General T&C or Agreements, as the case may be.
- 1.1.3. Institution (or we) is UAB Pervesk, registration number 304186270, address Gedimino av. 5-3, LT-01103 Vilnius, Lithuania (e-mail info@pervesk.lt), acting as an electronic money institution licensed in the Republic of Lithuania (electronic money institution licence No 17; the licensing and supervising authority is the Bank of Lithuania, www.lb.lt; data on the Institution is collected and stored in the Register of Legal Entities of the Republic of Lithuania (the registry manager is the State Enterprise Centre of Registers). Due to provision of services under General T&C and any Agreement, accessible via the Website, Institution acts as a partner of Teroxx Worldwide, UAB (registration number 305956215, e-mail hello@teroxx.com) and uses the trademark “Teroxx”.

Other terms used in the Agreement correspond to those defined in the General T&C, the Law on Payments of the Republic of Lithuania, the Law on Electronic Money and Electronic Money Institutions of the Republic of Lithuania.

- 1.2. The General T&C are an integral and inseparable part of the Agreement. Provisions of the General T&C shall apply both in cases explicitly addressed in the Agreement (e.g. termination of the Agreement) and in cases not addressed (e.g. applicable law and dispute resolution), as the case may be. However, if there are conflicts between provisions of the Agreement and General T&C, provisions of the Agreement shall apply, unless otherwise specified by the Agreement itself.
- 1.3. By concluding the Agreement, you declare that you are familiar with the General T&C and undertake to comply with them, as well as that you are familiar with the terms and conditions for issuing and redeeming Electronic Money.

2. Subject of Agreement

- 2.1. We undertake to provide you with the services related to the Account (see Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of the Agreement) in accordance with the procedure established by this Agreement, and you, in turn, undertake to use our services in accordance with the procedure established by the Agreement and to pay us Commissions for the services provided.
- 2.2. By having the Account, you may receive funds to the Account, keep funds in the Account, withdraw funds from the Account (if we provide such an opportunity, e.g. by using the Card at an ATM), submit the Orders, perform other permitted operations related to the management and use of the Account.

3. Opening and accessing Account

- 3.1. The Account is opened in accordance with the procedure and conditions established in the General T&C.
- 3.2. Please note that you can open and have more than one Account. When opening the second and subsequent Accounts, there is no need to conclude new Agreement – provisions of the original Agreement concluded at the opening of the first Account shall also apply to the subsequent Accounts.

- 3.3. Access to the Account is ensured through your User's Account which is accessible through the Internet Banking System in the ways specified in the General T&C or in other ways, if we provide such possibility.

4. Account management and use

- 4.1. The Account and funds contained in it are managed and used in accordance with your individual instructions, except in the cases provided for in the Agreement (for example, Clause **Fehler! Verweisquelle konnte nicht gefunden werden.** of the Agreement), General T&C and legal acts.
- 4.2. We have the right to perform these actions without your separate instruction and consent:
- 4.2.1. debit funds from your Account that are erroneously credited to the Account;
 - 4.2.2. debit funds from your Account in execution of a court decision or in other cases provided for by law;
 - 4.2.3. to debit from your Account Commissions for the services provided;
 - 4.2.4. to perform other actions specified in the General T&C, Agreement, other Agreements and legal acts.

5. Crediting and holding of funds

- 5.1. Funds are credited to your Account in accordance with the procedure and terms established in the General T&C.
- 5.2. In the event that you receive payments in a currency other than the main currency of the Account, Account with the same number in a new currency with this currency code or Account with another number will be created for you, if we have this opportunity.
- 5.3. Funds in the Account are your property.
- 5.4. Funds held in the Account are Electronic Money. Upon receipt of the funds transferred for your benefit, we issue Electronic Money at the nominal value of the funds received (after deduction of Commissions, if any) and credit it to the Account.
- 5.5. Funds on your Account are not treated as a deposit, we do not pay you any interest for holding Electronic Money in the Account and do not provide any other benefits related to the length of time you hold Electronic Money.
- 5.6. You have the right to withdraw Electronic Money from the Account at any time, except for cases when the Account and/or provision of our services is blocked (or otherwise restricted) in accordance with procedure established in the General T&C, other Agreements and/or legal acts. Upon your request, we will redeem at face value amount of Electronic Money withdrawn by you (after deduction of Commissions, if applicable) and transfer it to account specified by you or transfer it in other ways supported by us.
- 5.7. You may optionally withdraw all or part of Electronic Money from the Account during the term of the Agreement, and only all of Electronic Money at the end of the Agreement.
- 5.8. We may charge Commission for redemption of Electronic Money in the following cases (applicable if the Parties have agreed on a fixed-term Agreement):
- 5.8.1. you request to redeem Electronic Money before the expiry of term of the Agreement;
 - 5.8.2. you terminate the Agreement before the expiry of term of the Agreement;
 - 5.8.3. you request to redeem Electronic Money more than one year after the expiry of term of the Agreement.

6. Submission and execution of Orders

- 6.1. Orders are provided and executed in accordance with the procedure and terms established in the General T&C. Please note that the submission of proper Order does not in itself guarantee that we will execute the Payment Transaction initiated by you – we have the right (obligation) to refuse to execute the Payment Transaction initiated by you in the cases provided for in the General T&C, Agreements and legal acts.

7. Opening Account for the formation of authorised capital

- 7.1. We, in addition to the regular Account, can open a special account for you to build up authorised capital.
- 7.2. After opening such an account, you will be able to transfer funds for initial contribution and/or capital formation, perform other related Payment Transactions in accordance with the procedure established in the General T&C and Agreement. Once you have registered a legal entity, you can apply for change from special account for the formation of the authorised capital to regular Account.
- 7.3. We apply Commissions set out in the Standard Rates for opening such account and performing related transactions, changing such account to regular Account or closing it.
- 7.4. We can prepare for you a document confirming the amount of your authorised capital. Commissions set out in the Standard Rates shall apply to the preparation, translation and dispatch of such a document.
- 7.5. In the event that the legal entity is not registered, the Agreement may be terminated.

8. Termination of Agreement

- 8.1. The Agreement may be terminated on all grounds and in accordance with the procedure specified in the General T&C.
- 8.2. Termination of the Agreement is the basis for closing Account.
- 8.3. Account may not be closed at your request if it is seized or subject to other restrictions.