

TRUSTCOM FINANCIAL UAB
PAYMENT SERVICES AND ACCOUNT OPENING
RULES

CONTENTS

- 1. Introduction**
- 2. Opening a Trustcom account. Conditions for issuing and redemption of electronic money**
- 3. Using a Trustcom account**
- 4. Cash deposit and withdrawal**
- 5. Accepting a Payment Order, requirements applicable to a Payment Order and refusing to execute a Payment Order**
- 6. Granting and withdrawal of authorization, withdrawal of a payment order**
- 7. Tracking of Payment Transactions and refunds of Payment Transactions**
- 8. Deadlines for execution of Payment Transactions**
- 9. Confidentiality and data protection**
- 10. Liability of the Parties for execution of Payment Transactions**

1. INTRODUCTION

1.1. The Rules for Payment Services and Account Opening (hereinafter referred to as the Account Opening Rules or the Rules) have been prepared taking into consideration the legislation of the Republic of Lithuania and of the European Union, regulating the issuance and redemption of electronic money and the provision of payment services;

1.2. The Account Opening Rules are an integral part of the General Terms and Conditions for the Provision of Payment Services (hereinafter referred to as the General Terms and Conditions) and must therefore be understood and interpreted together in the relevant context.

1.3. The Account Opening Rules regulate the conditions and procedures for issuing and redemption of electronic money, provision of Trustcom Payment Services and opening a Trustcom Account.

1.4. The terminology used in these Account Opening Rules shall have the meaning described in the General Terms and Conditions.

1.5. The provisions of these Account Opening Rules, which are set down for the Clients – Users, do not apply to the Clients, who are not Users and act in accordance with the General Terms and Conditions and / or the Account Opening Rules for the purposes related to their business, commercial or professional activities.

2. OPENING A TRUSTCOM ACCOUNT. CONDITIONS FOR ISSUING AND REDEMPTION OF ELECTRONIC MONEY

2.1. According to these Account Opening Rules, a Trustcom Account is opened for a Client in the Trustcom System for unlimited period of time. The Client's consent provided remotely in the Trustcom System regarding the application of the General Terms and Conditions and these Account Opening Rules is the basis for opening a Trustcom Account for the Client.

2.2. The Agreement with the Client regarding the provision of Trustcom Services shall be deemed concluded from the moment when Trustcom accepts the filled-in Client's request or application for account opening in the prescribed form and duly notifies the Client that the Trustcom Account for him / her has been opened.

2.3. The Client may open more than one Trustcom Account in the Trustcom System, but in all cases the Client can have only one Personal Account.

2.4. Client's confirmations, requests, notices and other actions taken through third party websites or other places by logging into his / her Personal Account and / or Trustcom Account and thereby identifying himself / herself are equivalent to entering into an electronically signed agreement.

2.5. The Trustcom Account gives the Client an opportunity to deposit, transfer, hold funds in the Trustcom Account, make local and international fund transfers, pay contributions, receive funds in the Trustcom Account, pay for goods and services and perform other operations directly related to transfer of funds. All Trustcom Services may be used only by the Clients whose identity has been verified in accordance with the internal Trustcom procedures.

2.6. Funds held in the Client's Trustcom Account are considered to be electronic money, issued by Trustcom after the Client transfers or deposits funds to his / her Trustcom Account. After the Client deposits / transfers funds to his / her Trustcom Account and Trustcom receives them, Trustcom credits them to the Client's Trustcom Account, at the same time issuing electronic money at its nominal value. Electronic money is credited to the Client's Trustcom Account and stored in it.

2.7. The nominal value of the electronic money corresponds to the monetary value of the funds transferred to the Trustcom Account (after deducting the standard commission fee applicable to the specific payment method).

2.8. The electronic money held in the Trustcom Account is not a deposit and under no circumstances does Trustcom pay interests on the electronic money held in the Trustcom Account and does not provide any other benefits related to the electronic money storage period.

2.9. The fees applied for opening, administering a Trustcom Account and other services provided by Trustcom are specified in the Annex to the General Terms and Conditions "Rates of Fees Charged by Trustcom Financial UAB for its Services and Operations" (hereinafter referred to as "Rates").

2.10. At a Client's request, electronic money held in his / her Trustcom Account shall be redeemed at its nominal monetary value at any time, except for the cases specified in the Account Opening Rules, when the Client's Trustcom Account is subject to restrictions.

2.11. The Client submits a request for redemption of electronic money by submitting a Payment Order to transfer electronic money from his / her Trustcom Account to any other account specified by the Client or by withdrawing electronic money from his / her Trustcom Account in other ways provided by Trustcom and specified in the Trustcom System. Trustcom has the right to impose restrictions on the redemption of electronic money in the cases specified in the provisions of these Account Opening Rules and the General Terms and Conditions.

2.12. No special redemption conditions apply for electronic money that differ from standard conditions for standard transfers and other Payment Transactions in the Trustcom System. The amount of electronic money redeemed / transferred is chosen by the Client.

2.13. No additional charges apply for redeeming electronic money. When redeeming electronic money, the Client pays the usual commission fee for the transfer or withdrawal of money, which depends on the method of electronic money transfer / withdrawal selected by the Client. The standard Trustcom commission fees for money transfer / withdrawal are specified in the Annex "Rates" to the General Terms and Conditions.

2.14. If the Client terminates the Business Relation and requires to close his / her Trustcom Account, the funds held in the Client's Trustcom Account shall be redeemed using the

electronic money redemption method chosen by the Client (e.g. transferred to a bank account specified by the Client or to another electronic payment system account).

2.15. If Trustcom, in accordance with the procedure described in the General Terms and Conditions of Trustcom or these Account Opening Rules, decides to terminate the business relation with the Client, the funds held in the Client's Trustcom Account shall be redeemed by transferring the funds in euros to a SEPA bank account specified by the Client and opened in the name of the Client.

2.16. The Client undertakes to commit all the actions necessary for the redemption of his / her electronic money. If the Client does not choose the redemption method for his / her electronic money and / or does not take the necessary steps to redeem the electronic money, Trustcom may redeem the Client's electronic money using the electronic money redemption method that is available at the time of redemption.

2.17. If Trustcom, upon termination of the Business Relation with the Client, does not return the funds to the Client for the reasons beyond the control of Trustcom, the Client will be notified about it immediately. The Client must specify another account or provide additional information necessary to return the funds. In this case, for the storage of funds in the Trustcom Account the Client must pay the commission fee indicated in the Annex "Rates" to the General Terms and Conditions.

2.18. Trustcom has the right to deduct, from the funds that are being returned, the amounts due to Trustcom (commission fees for the Services provided by Trustcom and expenses not paid by the Client, including, but not limited to, the fee for storage of funds, if applicable, fines and damages imposed to Trustcom by international payment card organizations, other financial and / or governmental authorities for violations of the General Terms and Conditions, these Account Opening Rules and other Agreements). In the event of a dispute between Trustcom and the Client, Trustcom has the right to withhold the disputed funds until the dispute is resolved.

2.19. Upon termination of the Business Relation, the Client shall not pay any commission fee, except for the cases when less than 6 (six) months have elapsed since the opening of the Client's Trustcom Account and / or when the amount of funds in the Client's Account which the Client wants to redeem exceeds the payment operation limits applicable to the Client at the moment of the redemption of electronic money. In this case, the Commission fee specified in the Annex "Rates" to the General Terms and Conditions shall apply.

2.20. If Trustcom terminates the Business Relation with the Client on its own initiative due to the lack of Client's cooperation with Trustcom, failure to provide the requested information and / or data related to the Payment Transactions, the activities of the Client, the source of funds, Trustcom has the right to apply an additional fee (penalty) for electronic money redemption, provided in the Annex "Rates" to the General Terms and Conditions.

3. USING A TRUSTCOM ACCOUNT

3.1. The Client may manage his / her Trustcom Account and execute Payment Transactions from his / her Trustcom Account in the following ways:

3.1.1. online, by logging into his / her Personal Account, using his / her Login Name and Password and after carrying out additional login procedure (confirmation for a safer authentication);

3.1.2. via Trustcom App (the rules specified in the Trustcom App apply after the Client accepts the Terms and Conditions of these Rules);

3.1.3. via Payment Instruments linked to the Trustcom Account (additional payment instruments are linked after the Client accepts the terms and conditions of the respective Annex / Supplement);

3.1.4. via other instruments specified by Trustcom, after the Client accepts the terms and conditions for use of such instruments.

3.2. Payment Transfers from the Client's Trustcom Account can be made:

3.2.1. to an Account of another Trustcom System User (internal transfer);

3.2.2. to bank accounts in Lithuania, the European Union and other foreign countries, except for the Payment Transfers to / from banks in High Risk Third Countries. The information about such countries is provided to the Client in the Trustcom System;

3.2.3. to accounts in other electronic money institutions or electronic payment systems, except for the Payment Transfers to / from electronic money institutions and electronic payment systems in High Risk Third Countries. The information about such countries is provided to the Client in the Trustcom System.

3.3. The commission fees for using Trustcom Account and its administration, the commission fees applicable to the payment transfers and the terms of transfers are specified in the Annex "Rates" to the General Terms and Conditions.

3.4. A bank or another electronic money transfer system may charge fees for transferring funds from the Client's Trustcom Account to the Client's bank account, card or other electronic payment system payment account, as well as fees may be charged for transferring funds from the bank account, card or other electronic payment system to the Trustcom Account.

3.5. Commission fees for Trustcom Services are deducted from the Client's Trustcom Account. If the amount of funds in the Trustcom Account is smaller than the amount of the Payment Transfer and the commission fee for the Trustcom Service, the Payment Transfer will not be executed.

3.6. When a non-SEPA (including SEPA Instant) or TARGET2 credit transfer is made, when the Client transfers funds from his / her Trustcom Account to non-SEPA bank accounts or other electronic payment systems, the Payer is indicated as Trustcom. The following information shall be transmitted to the Beneficiary together with the Payment Transfer, which, depending on the technical possibilities, may be provided in one or more of the following ways:

3.6.1. detailed information about the Payer-Client is provided in the field of the Main Payer, if it is supported by the respective electronic banking or payment system.

3.6.2. detailed information about the Payer-Client is provided in the Payment Purpose field.

3.6.3. together with the Payment Transfer the Beneficiary receives a link to a website with detailed information about the Payment and the Payer.

3.7. The Client must submit a Payment Order for the execution of a Payment Transaction in accordance with the instructions specified in the Trustcom System and valid at the moment of transfer. If the Client is the Beneficiary, he / she must provide detailed and accurate information to the Payer so that the Payment Order for the execution of the Payment Transaction in all cases complies with the instructions of the Trustcom System and is valid at the time of transfer. Before submitting a Payment Order for execution of a Payment Transaction or sending information to a Payer, the Client must check and update the instructions for filling in the account details. Part of the data provided in such instructions is (may be) the Unique Identifier which is necessary for the correct execution of a Payment Transaction.

3.8. If the Payer provides incorrect data of the Beneficiary and the Payment Order is executed according to the data provided by the Payer (e.g. the Payer indicates an incorrect account number), Trustcom shall be deemed to have duly fulfilled its obligations and will not refund the transferred amount to the Payer. In this case, Trustcom, at the Client's request, undertakes to take all possible measures to trace the Payment Transaction and to seek to recover the funds of the Payment Transaction, but if this fails, the Client must contact directly the person who has received the funds, for a refund.

3.9. If the Payer initiates an erroneous Payment Transaction or enters incorrect Payment Transfer details and the Payment Transfer has not yet been executed, the Payer may ask Trustcom to correct the Payment Order or to cancel it, if it is still technically possible to do so. In this case, the fee for the correction or cancellation of the Payment Order specified in the Annex "Rates" shall apply. If it is not possible to correct or to cancel such Payment Order before its execution, Trustcom will take all possible measures to trace the Payment Transaction and will seek to recover the funds of such Payment Transaction, but if this fails, the Client will contact directly the person who has received the funds for a refund.

3.10. Standard Payment Transfer Limits, indicated in the Annex "Rates" to the General Terms and Conditions, apply to the Client. The Client has the right to increase the Limits of Payment Transfers applicable to his / her Trustcom Account by filling in and submitting the relevant request to Trustcom via email or in accordance with the procedures established in the Trustcom System. The new limits will come into force 12 hours after the Client due diligence procedure and, if applicable, additional Client identity verification is carried out by Trustcom. The Client may check the limits for Payment transfers applied to his / her Account in his / her Personal Account. The Client shall be informed about the entry into force of the newly set limits for Payment Transfers via e-mail.

3.11. The Client can check the balance of his / her Trustcom Account and the history of Payment Transactions (information on executed and received transactions) in the Trustcom Account Statement by logging into his / her Personal Account. In this Statement there is also provided information on all applicable commission fees and other fees deducted from the Client's Trustcom Account during the selected period. The Client, after logging into his / her

Personal Account, may view or print out this information free of charge at any time for any selected period.

3.12. The Client must regularly (at least once a month) check the Balance of funds and / or the history of Payment Transactions in his / her Trustcom Account. In case the Client notices unauthorized or suspicious Payment Transactions, or any discrepancy, the Client must immediately inform Trustcom in accordance with the procedure described in Clause 7 of the General Terms and Conditions.

3.13. The Client confirms that:

3.13.1. the funds received in his / her Trustcom Account have not been obtained and will not be obtained from illegal activities;

3.13.2. the Client will not use his / her Trustcom Account and the services provided by Trustcom for any illegal purposes, including actions and transactions with the purpose to legalize the funds obtained from criminal or illegal activities.

3.14. The submission of the Payment Orders from the Trustcom Account online:

3.14.1. In order to execute a Payment Transaction online, the Client must fill in the Payment Order in the Trustcom System and submit it for execution by electronically confirming his consent to execute the Payment Order in the Trustcom System, i.e. authorize the Payment Transaction.

3.14.2. The submission and confirmation of the Payment Order in the Trustcom System is the Client's consent to execute the Payment Transaction and cannot be revoked. The Payment Order can be revoked only if it is possible to do so according to the technical possibilities of the Trustcom System and only before its execution begins, except for the cases described in these Rules.

3.14.3. If the Payment Order is filled in incorrectly, the Payment Transfer will not be executed, unless Trustcom, in exceptional cases, on its own initiative, after asking the Client to specify the information in the Payment Order or when having sufficient information to determine the accuracy of the information itself, corrects the Payment Order and executes it in the normal manner.

3.14.4. If the funds in the Client's Trustcom Account are not sufficient to execute the Payment Transfer, including the amount of applicable commission fee, the Payment Transfer will not be executed.

3.15. If the Client has not logged into his / her Personal Account and / or has not executed any Payment Transaction for one year or more, Trustcom considers that the Client's Personal Account and Account are in disuse (inactive). Trustcom, with a 30 days prior notice to the Client that his / her Personal Account and Account are disused (inactive), has the right to terminate the Business Relation with the Client and to close his / her Trustcom Account, if it is not used and there are no funds in it. In case there are funds in the Account, Trustcom informs the Client about disused (inactive) Account and starts applying the Commission fee for the maintenance of disused (inactive) Client's Personal Account and Account. The Commission fee is specified in the Annex "Rates" to the General Terms and Conditions.

3.16. Trustcom has the right to notify the Client of the Client's Trustcom account and to offer to close the account if the Client has not logged into his / her Personal Account and / or has not performed any payment transaction in the Trustcom account for more than six months.

3.17. The terms and conditions of other Trustcom Account management methods (except for Trustcom Account management online) may be described in separate Annexes (agreement, rules) for a specific Trustcom Account management method. Specific Annexes governing other Trustcom Account management methods apply if the Client decides to use the specific Trustcom Account management method and apply from the moment the Client confirms electronically or in any other way that he / she has read the provisions of the Annex and expresses his / her request to use the Services specified in the relevant document.

3.18. When the Client submits a Payment Order for an international payment transfer to be executed, in addition to these Account Opening Rules, the Terms and Conditions for Execution of International Payment Transfers, which are an integral part of these Rules, also apply.

4. CASH DEPOSIT AND WITHDRAWAL

4.1. Trustcom does not provide the Client with the possibility to deposit cash into a Trustcom account in the Trustcom System.

4.2. Trustcom provides the Client with the possibility to withdraw cash from his / her Trustcom Account using the payment card linked to the Trustcom Account of the Client. Information on cash withdrawal locations, conditions, currencies, limits and prices can be found on the website of Trustcom, the Annex "Rates" to the General Terms and conditions or in the Client's Personal Account.

4.3. The Client, after having withdrawn cash from his / her Trustcom Account, must count it immediately and immediately make any comments or claims to Trustcom regarding the discrepancies in the amount of cash or the quality of the banknotes.

5. ACCEPTING A PAYMENT ORDER, REQUIREMENTS APPLICABLE TO A PAYMENT ORDER AND REFUSING TO EXECUTE A PAYMENT ORDER

5.1. If the Client is a Payer, the Payment Order shall be deemed to be received by Trustcom (the countdown for the execution of the Payment Order starts) on the day of its reception, and if the time of reception of the Payment Order is not a Trustcom Business Day, the Payment Order shall be deemed to be received on the next Trustcom Business Day.

5.2. A Payment Order that was received by Trustcom on a Trustcom Business Day, but not during Trustcom Business Hours, shall be deemed to be received on the nearest Trustcom Business Day.

5.3. Payment Transfers within the Trustcom System are executed immediately, regardless of the Business Hours of Trustcom, except for the cases where the Payment Transaction is suspended or limitations to the Client's account, due to the requirements prescribed by law, the General Terms and Conditions or these Rules, apply.

5.4. Trustcom has the right to register and store the Payment Orders of the Client submitted by any payment instrument agreed with Trustcom and to record and store information on all Payment Transactions executed by the Client or Transactions executed on the basis of the Client's Payment Orders. Trustcom may provide the data referred to in this Clause to the Client and / or to third parties which are entitled to receive such data according to the law, as evidence confirming the submission of Payment Orders, Payment Transaction Authorization and / or executed Payment Transaction.

5.5. The Payment Orders submitted by the Client must comply with the legal requirements applicable to the submission and / or content of such Payment Orders and with the requirements set by Trustcom. Payment Orders must be formulated clearly, unambiguously, must be executable and must clearly express the will of the Client. Trustcom shall not be liable for any errors, discrepancies, repetitions and / or inconsistencies in the Payment Orders submitted by the Client, including, but not limited to, the correctness of the details of the Payment Order submitted by the Client. If the Payment Order submitted by the Client does not contain sufficient data or is defective, Trustcom, regardless of the nature of the defects in the Payment Order, may refuse to execute such Payment Order or may execute it on the basis of the data provided in the Payment Order.

5.6. Trustcom has the right to refuse to execute a Payment Order if there are reasonable doubts that the Payment Order was not submitted by the Client or its authorized representative, or if the submitted documents do not comply with legal and / or Trustcom requirements or there are reasonable doubts about their authenticity or accuracy. In such cases, Trustcom has the right to require the Client to additionally confirm the submitted Payment Order at his / her own expense in a manner acceptable to Trustcom and / or to submit documents confirming the rights of the persons to manage the funds in the Trustcom Account or other documents specified by Trustcom. In such cases Trustcom acts to protect the legitimate interests of the Client, Trustcom and / or other persons, therefore Trustcom shall not be liable for any losses that may arise due to the refusal to execute the submitted Payment Order.

5.7. The Client must assure the presence of a sufficient amount of funds in the relevant currency in his / her Trustcom Account to execute the Payment Order, including the payment of the due commission fee.

5.8. Before executing a Payment Order submitted by the Client, Trustcom has the right to demand the Client to provide documents, proving the legal origin of the funds related to the Payment Order. If the Client fails to submit such documentation, Trustcom has the right to refuse to execute the Client's Payment Order and / or to suspend the provision of Trustcom Services, as well as to impose a fine on the Client in case of failure to submit documents within the time period specified by Trustcom.

5.9. Trustcom has the right to request the Client to provide additional information and documents related to the payment transactions already performed by the Client, as well as to demand that the Client provides such information periodically. If the Client fails to provide the required information and / or documents in whole or in part within the time limits specified by Trustcom, Trustcom has the right to suspend the provision of all or part of the services provided to the Client and to impose a penalty on the Client for failure to provide documents within the time specified by Trustcom.

5.10. A Payment Order that has been refused to execute in accordance with the procedure established by these Rules shall be deemed as not received.

5.11. Trustcom has the right to use third parties for the full or partial execution of the Client's Payment Order, if this is necessary for the Client's interests and / or the essence of the Payment Order. If the proper execution of the Client's Payment Order requires it to be sent and continued to be executed through another financial institution, but this institution suspends the Payment Order, Trustcom is not liable for such actions of the other financial institution, but will do its best to find out the reasons for such suspension of the Payment Order. Trustcom has the right to suspend and / or to terminate the execution of the Client's Payment Order if it is required by law or if it is necessary for other reasons not depending on Trustcom.

5.12. Trustcom, when refusing to execute a Payment Order submitted by the Client, shall immediately notify the Client about it or will create the necessary conditions for the Client to have access to such notification, unless such notification is technically impossible or prohibited by law.

5.13. Trustcom does not accept and does not execute the Client's Payment Orders to perform Payment Transactions in the Client's Trustcom Account if the funds in the Client's Trustcom Account are seized, the Client's right to dispose of the funds in the Account is restricted in a lawful manner or the Payment Transactions are suspended according to the procedures prescribed by law.

5.14. If the funds, transferred according to the Payment Order, are returned to the Payer for reasons beyond the control of Trustcom (inaccurate data of the Payment Order, the Beneficiary's account closed, etc.), the refundable amount shall be credited to the Client's Trustcom Account. Fees paid by the Payer for the execution of the Payment Order are not refundable, and other Trustcom fees related to the refund of the funds may be deducted from the Client's Trustcom Account.

5.15. The Payment Transfers initiated by the Client may be standard and urgent, if such are allowed by the technical capabilities of the Trustcom System. The Client selects the mode of the Payment Transfer when filling in the Payment Order. If the Client has not selected the Payment Transfer mode, the Client shall be deemed to have initiated a standard Payment Transfer.

6. GRANTING AND WITHDRAWAL OF AUTHORIZATION, WITHDRAWAL OF A PAYMENT ORDER

6.1. The Payment Transaction is considered to be authorized (confirmed) only if the Payer submits the Consent / Authorization to perform the Payment Transaction. The Client gives the Consent using his / her password, codes and / or other means of identification provided to him / her in the Internet banking, mobile App or in another agreed manner. In all of the above ways, Client's duly confirmed Consent shall be deemed to have the same legal effect as the Client's signed paper-document (i.e. the Consent) and may be used as evidence in resolving disputes between Trustcom and the Client, and the Client shall not be entitled to quarrel the Payment Transaction executed by Trustcom, if the Payment Order was confirmed by the Consent given in the manner specified in this paragraph.

6.2. The Consent of the Client is submitted before the Payment Transaction is executed.

6.3. The Client may approve several Payment Transactions with one Consent.

6.4. The Client agrees that Trustcom will transfer the data of the Payment Order and the Client's personal data to the persons directly involved in the execution of the Payment Transaction: international payment card organizations, the companies processing payment card payments, the Beneficiary's payment service provider, the operators of the payment system(-s) used for the execution of a payment transaction, to the intermediaries of Trustcom and of the payment service provider, to the Payee.

6.5. Procedure for cancellation of a Payment Order:

6.5.1. a Payment Order may not be revoked after it has been confirmed by the Client and received in the Trustcom System, unless otherwise agreed between the Client and Trustcom;

6.5.2. if the Payment Transaction was initiated by or through the Beneficiary (e.g. a payment by a payment card), the Payer cannot revoke the Payment Order when the Payment Order has been sent or the Payer has given the Beneficiary the consent to perform the Payment Transaction. In this case, the Payment Order may be revoked only if the Client and Trustcom agree on it and the Beneficiary's consent has been obtained.

6.6. Funds are credited to or debited from the Client's Trustcom Account according to the Unique Identifier provided in the received Payment Order – Trustcom Account number or Account number in the form of IBAN. Trustcom has the right, but not the obligation, to check whether the Unique Identifier specified in the Payment Order received by Trustcom corresponds to the name of the Trustcom Account holder. If the Payer provides an erroneous Unique Identifier and Trustcom will debit or credit the funds according to this erroneous information, the Payment Transaction will be deemed to have been executed correctly. If Trustcom checks the Payment Order and finds a clear discrepancy between the Unique Identifier provided to Trustcom and the name of the Trustcom Account Holder, Trustcom has the right to refuse to perform such Payment Transaction.

6.7. If Trustcom receives a Payment Order to transfer funds to another payment service provider's Payment Account, such payment transaction shall be performed by Trustcom according to the Unique Identifier provided in the received Payment Order - Beneficiary's account number in the form of IBAN, except for the cases when the Payment Service Provider does not use IBAN account format. Trustcom is not liable if the Payment Order does not contain a Unique Identifier or if the Unique Identifier is incorrect and / or the Beneficiary's payment service provider has set a different Unique Identifier for a proper execution of such Payment Transaction (crediting the funds to the payment account of the Beneficiary).

6.8. If it is necessary and / or at the request of an institution of another State, Trustcom has the right to request to provide additional information (e.g. name and surname of the Beneficiary / name of the legal entity, payment code) necessary for the proper execution of the Payment Order.

7. TRACKING OF PAYMENT TRANSACTIONS AND REFUNDS OF PAYMENT TRANSACTIONS

7.1. When the Client is the Beneficiary, Trustcom must immediately credit the amount of the Payment Transaction to the Client's Account and (or) make it available to the Client. If Trustcom cannot credit the received funds specified in the Payment Order to the Beneficiary's Account (e.g. the Beneficiary's Account is closed, the IBAN number does not exist, etc.), Trustcom shall return the funds of the Payment Transaction to the Payer within two business days.

7.2. In the cases described in Clauses 3.8, 3.9. and 6.6. of these Rules, i.e. when the Payment Order contains incorrect Payment Transfer details, Trustcom is obliged to take all possible measures to trace the Payment Transaction and to seek to recover the funds of the Payment Transaction. This obligation shall be carried out in accordance with the following sequence of steps upon receipt of a written request from the Payer or from the Payer's service provider:

7.2.1. if the Payer has erroneously performed the Payment Transaction to the Beneficiary's Account, Trustcom shall contact the Beneficiary, if the contact details of the Beneficiary are known to Trustcom, or the Service Provider of the Beneficiary, with the request to return to the Payer the funds that the Payer had transferred to the Beneficiary by mistake and shall inform the Beneficiary (if the Beneficiary is a Client of Trustcom) that if he / she will not agree to return the erroneously received funds, his / her personal data (Beneficiary's name, surname, legal entity name, address) will be transferred to the Payer and the Payer's payment service provider. In the event that the Beneficiary is a natural person, the Beneficiary has the right to object to the transfer of his / her personal data to the Payer by submitting a legally justified objection;

7.2.2. if Trustcom receives the consent from the Beneficiary to return to the Payer the funds transferred in error, or receives the funds, transferred by the Payer in error, from the Beneficiary's Payment Service Provider, Trustcom shall return the funds, credit the funds to the Payer's Account and debit the Payer's Account with the commission fee for tracking the Payment Operation initiated by the Payer and for the return of funds. The Payer agrees that the Beneficiary's Payment Service Provider (including Trustcom) has the right to debit and reimburse the direct costs incurred by the Beneficiary for crediting / debiting funds from the Beneficiary's Account, as well as to charge fees for the Payment Transaction Tracking Procedure;

7.2.3. if the Beneficiary does not agree to reimburse the Payer in good faith, Trustcom transmits the Beneficiary's data, other contact details, if in possession of any or if receives them from the Beneficiary's Service Provider, to the Payer and informs the Payer about his / her right to take the Beneficiary to court for recovery of the funds, and in case the Beneficiary (natural person) submits to his Payment Service Provider a legally justified objection regarding the disclosure of personal data to the Payer, Trustcom shall inform the Payer of the right to apply to court for disclosure of the Beneficiary's personal data and recovery of funds transferred in error.

7.3. If the Payment Transaction is made to another institution of the Beneficiary's Payment Service Provider in Lithuania, a Member State or a Foreign State and Trustcom receives the Payer's request to mediate for the recovery of the funds transferred to the Beneficiary by mistake, Trustcom mediates for the recovery, but is not liable to the Payer if the funds from such payment service provider will not be returned to the Payer or due to the application of the reimbursement fees applied by the Beneficiary's service provider and / or Trustcom non full amount will be returned.

7.4. If the Payment Transaction has been executed from another Payment Service Provider of the Payer, located in Lithuania, a Member State or a Foreign State, and Trustcom receives a request from the Payer's Payment Service Provider to return the funds transferred to the Beneficiary's Account, which have not yet been credited to the Beneficiary's account, Trustcom returns these funds to the Payer's Payment Service Provider without informing the Beneficiary about it.

7.5. If the Payment Transaction is executed from another Payment Service Provider of the Payer, located in Lithuania, a Member State or a Foreign State, and Trustcom receives a request from the Payer's Payment Service Provider to return the funds which have already been credited to the Beneficiary's Account, Trustcom shall only return the funds with the consent of the Beneficiary. If Trustcom is provided with clear evidence that these funds have been transferred to the Beneficiary as a result of a fraud or criminal action, or the Beneficiary fails to provide reasonable explanations, documentation explaining the origin and reasonableness of the funds received, Trustcom unilaterally subtracts these funds from the Beneficiary's Account, if these funds are available in his / her Account, if the Account is not subject to restrictions, and returns them to the Payer's Payment Service Provider. Trustcom shall unilaterally subtract the funds from the Beneficiary's Account only if the request for a refund is submitted to Trustcom no later than within 60 (sixty) calendar days from the date of the funds credited to the Beneficiary's Account.

7.6. In the event that due to the fault of Trustcom the funds were credited to the Client's Account or debited from the Client's Account incorrectly, as well as noticing any other erroneous Account transactions, Trustcom has the right to correct these errors without additional consent or prior notification of the Client.

7.7. In all cases where Trustcom receives a Payment Order but the funds cannot be credited due to errors or lack of information in the Payment Order and neither the Payer nor the Beneficiary contact Trustcom for adjustment of the Payment Order or for a refund within 30 (thirty) calendar days after receiving such Payment Order, Trustcom will use all possible means to trace the Payment Transaction in order to receive accurate information and to execute the Payment Order. The following tools may be used to trace such Payment Transaction:

7.7.1. if Trustcom has the contact details of the Payer (e-mail address or telephone number), Trustcom will contact the Payer to clarify the Payment Order;

7.7.2. if Trustcom does not have the contact details of the Payer and neither the Payer nor the Beneficiary contact Trustcom regarding the funds specified in the Payment Order, Trustcom shall contact the Payment Service Provider, which had sent the funds specified in the Payer's Payment Order, and shall request it to contact the Payer regarding the clarification of the information. This measure applies if it is possible to contact the Payer's Payment Service Provider by electronic means;

7.7.3. if the above-mentioned measures do not help to trace the Payment Transaction, Trustcom has the right to make a payment of EUR 0,01 or another minimum amount to the Payer, as the purpose of the payment indicating the request to contact Trustcom and to send via e-mail the corrected incorrect details of the Payment Order. This measure applies if Trustcom has the account number of the Payer from which the Payment Transaction was made, the price

of such Payment Transfer is reasonable and the amount of the Payment Transaction is not less than EUR 10,00 (ten).

7.8. If none of the measures described in Clause 7.7 can be applied to trace the Payment Transaction, and in other cases where it is still not possible to identify the Beneficiary on the basis of the specified or corrected data, the funds shall be stored in the Trustcom System until additional details and contact details of the Payer or of the Beneficiary, which would enable to credit the funds to the Beneficiary, are provided (deducting from the transferred amount the fee for adjustment / correction of the Payment Transfer before crediting it to the Trustcom Account of the Client-Beneficiary). These funds may also be returned to the Payer upon receipt of a written request from the Payer.

7.9. A Client who notices that funds have been credited to his / her Trustcom Account by mistake or in other ways that have no legal basis, must inform Trustcom about it. The Client has no right to dispose of funds that do not belong to him / her. In this case Trustcom has the right, and the Client gives irrevocable consent, to deduct the funds from the Client's Trustcom Account without a separate Order from the Client. If the funds in the Client's Trustcom Account are not sufficient to debit the erroneously credited funds, the Client unconditionally undertakes to return the funds, erroneously credited by Trustcom, within 3 (three) business days from the date of receipt of such Trustcom request.

7.10. Trustcom charges a Commission Fee for tracing a Payment Transaction and / or for return of funds, the rates of such Fees are specified in the Annex "Rates".

8. DEADLINES FOR THE EXECUTION OF PAYMENT TRANSACTIONS

8.1. In addition to the deadlines for the execution of Payment Transactions specified in these Rules, other Payment Transaction execution deadlines, depending on the Payment Transaction in execution and on its execution method, are provided in the "Rates", in other Agreements between the Parties and / or Annexes.

8.2. When an internal Payment Transfer is made, the amount of the Payment Transaction is credited to the Beneficiary's Trustcom Account immediately.

8.3. When executing a Payment Transfer in Euros to the Beneficiary's Account with the Payment Service Provider in a European Economic Area country, Trustcom, upon receipt of the Payment Order, transfers the Payment Transaction amount to the Beneficiary's Payment Service Provider no later than on next Trustcom business day, if the Payment Order was received before 12:00 p.m. Lithuanian time. If the Payment Order is received after 12:00 p.m. Lithuanian time or on a non-business day of Trustcom, Trustcom shall transfer the amount of the Payment Transaction to the Beneficiary's Payment Service Provider no later than by the end of the next Trustcom business day.

8.4. If the Payer executes Payment Transactions in currencies other than euro of a Member State of the European Economic Area or funds are transferred to other Member States in other than euro area currencies of a Member State, Trustcom, having received a Payment Order, shall transfer the amount of the Payment Transaction to the Beneficiary's Payment Service Provider within 4 (four) Trustcom business days, unless Trustcom has set shorter deadlines for such Payment Transactions in other Agreements.

9. CONFIDENTIALITY AND DATA PROTECTION

Confidentiality and Data Protection issues are regulated in the General Terms and Conditions of Payment Services.

10. LIABILITY OF THE PARTIES FOR EXECUTION OF PAYMENT TRANSACTIONS

10.1. Trustcom is responsible for the proper execution of the Payment Transaction, initiated by the Client, until the amount of the Payment Transaction is received by the Beneficiary's Payment Service Provider.

10.2. Trustcom, upon learning about a Payment Transaction which was not executed or was executed improperly due to the fault of Trustcom, refunds the amount of such Payment Transaction and restores the balance of the Payment Account from which the amount was debited to the balance which would have been in the Account if the Payment Transaction, which had been executed in a wrong way, would never been executed.

10.3. Liability for unauthorized payment transactions:

10.3.1 If a Client, who is a User, denies having authorized an executed Payment Transaction or claims that the Payment Transaction has been executed incorrectly, Trustcom must prove that the authenticity of the Payment Transaction has been confirmed, the operation was duly registered, recorded into the accounts and it was not affected by any technical or other interferences.

10.3.2. If the Client denies having authorized the executed Payment Transaction, the use of the Payment Instrument registered by Trustcom, as it is specified in these Rules and other Agreements between the Parties, non-necessarily is a sufficient proof that the Client has authorized the Payment Transaction or acted dishonestly or intentionally or failed to comply with the obligations described in Clauses 10.9. - 10.12. of the General Terms and Conditions and in these cases Trustcom shall not refund the Client. Trustcom, and in certain cases the Service Provider of the initiation of the Payment Service, has to provide the proof, confirming the fraud or gross negligence of the Payer.

10.3.3. Trustcom undertakes to refund the amount of the unauthorized Payment Transaction to the Client immediately and no later than at the end of next business day after becoming aware of an Unauthorized Payment Transaction or after being informed about it and, where applicable, to restore the balance of the Account from which the amount was debited, to the level as if the unauthorized Payment Transaction had not been executed, except for the cases when Trustcom has reasonable grounds to suspect fraud and notifies about them the Supervisory Authority in writing, as well as in other cases described in these Rules, when the responsibility for the unauthorized Payment Transaction lies with the Client.

10.3.4. If the Client is a User, he / she shall bear the losses incurred due to an unauthorized Payment Transactions for up to EUR 50 (fifty), if the losses are incurred due to:

the use of a lost or stolen Payment Instrument or due to misappropriation of the Payment Instrument.

10.3.5. If the Client is not a User, he / she shall bear all losses incurred due to an unauthorized Payment Transactions, if they are incurred due to: the use of a lost or stolen Payment Instrument or misappropriation of the Payment Instrument, if the Client has not protected its personalized security features, including the means of the identity verification.

10.3.6. The Client shall bear all losses incurred due to an unauthorized Payment Transactions, if the Client has sustained them due to fraudulent conduct, due to his / her gross negligence or by intentionally failing to perform one or more of the following obligations:

10.3.6.1. to comply with the rules governing the issuance and use of the Payment Instrument provided in the General Terms and Conditions and these Rules;

10.3.6.2. upon becoming aware of the loss, theft, misappropriation or illegal use of the Payment Instrument, about the facts and suspicions that the personalized security features of the Payment Instrument have become known or may be used by third parties, to immediately notify Trustcom or the entity specified by Trustcom, as per these Rules and / or other Agreements concluded by the Parties;

10.3.6.3. upon receipt of the Payment Instrument, to take steps to protect the personalized security data of the Payment Instrument.

10.3.7. The Client, upon noticing an unauthorized or an improperly executed Payment Transaction in his / her Trustcom Account, as well as any other errors, discrepancies or inaccuracies, must immediately notify Trustcom about it in writing. The notification must be submitted immediately (no later than within 3 (three) calendar days from finding out about the circumstances described in this clause) and in any case no later than within 60 (sixty) calendar days from the date when, according to the Client, an unauthorised Payment Transaction was executed or a Payment Transaction was executed improperly.

10.3.8. If the Client is a User, he / she must notify Trustcom of any unauthorized Payment Transactions or improper debiting from the Payment Account in writing immediately, but no later than within 13 months from the date of debiting the funds from the Payment Account.

10.3.9. If the Client within the time specified in clauses 10.7.7. – 10.7.8. does not submit the specified notice, it shall be deemed that the Client has unconditionally agreed with the Payment Transactions executed in the Payment Account.

10.3.10. The terms mentioned in clauses 10.7.7. – 10.7.8. of these Account Opening Rules do not apply if Trustcom has not submitted information regarding unauthorised or wrongfully executed Payment Transaction to the Client or did not create conditions to access this information according to the procedure established in the General Terms and Conditions and (or) these Account Opening Rules.

10.4. The Client must provide Trustcom with all information in his / her possession about unauthorized accesses to the Client's Trustcom Account or other illegal acts related to the Trustcom Account, and take all reasonable steps specified by Trustcom to assist it in the investigation of these illegal acts.

10.5. When the Client submits the notification described in Clause 10.10. of the General Terms and Conditions regarding the loss of the Client's Password(s) or other security tools of Payment Instruments, about their disclosure to third parties or about illegal or possibly illegal access to the Client's Trustcom Account, Trustcom shall cover the Client's losses related to the lost, stolen or misappropriated Payment Instrument, except for the cases when the Client has acted fraudulently or dishonestly. The provisions of this clause apply only to the Client who is a User.