FORTELIS TERMS AND CONDITIONS

For Corporate clients
Effective date: 25 March, 2026

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 **Agreement** means these Terms and Conditions together with Annex No. 1 “Pricing”, the Privacy Policy, and any other documents, annexes, special conditions or individual arrangements expressly designated as forming an integral part of the Agreement and applicable to the Client or specific Services.

1.1.2 **App** means the Fortelis mobile application intended for the use of the Services on a mobile device.

1.1.3 **Business Day** means any day other than Saturday, Sunday or an official public holiday in the Republic of Lithuania.

1.1.4 **Client** means a legal entity for which Fortelis opens a Business Account. Where the context requires, references to the Client shall also include its duly authorised representatives.

1.1.5 **Representative** means a natural person authorised to act on behalf of the Client.

1.1.6 **Linked User** means a natural person to whom the Client or its authorised person has granted access to the Business Account.

1.1.7 **Commission Fee** means any fee charged for payment transactions, related services or other actions performed by Fortelis.

1.1.8 **Electronic Money** means electronically stored monetary value corresponding to the funds transferred by the Client and representing a claim of the Client against Fortelis.

1.1.9 **Fraud** shall have the meaning set out in Section 18.5 of these Terms and Conditions.

1.1.10 **Fortelis** means UAB “Secure Nordic Payments”, legal entity code 303262295, registered office at Rinktinės g. 5, Vilnius, Lithuania, an electronic money institution holding licence No. 11.

1.1.11 **Fortelis system** means the IT infrastructure, online environment, software and related solutions used by Fortelis for the provision of the Services.

1.1.12 **Business Account** means the payment account opened by Fortelis for the Client for the Client's business purposes.

1.1.13 **Personal Account** means a payment account opened by Fortelis for a natural person for personal purposes and, where applicable, for enabling access to a Business Account.

1.1.14 **Monthly Fee** means the recurring fee for the use of the Services under the plan or individual pricing applicable to the Client.

1.1.15 **Closed Account Balance Administration Fee** means the fee charged by Fortelis for the safekeeping and administration of the remaining balance after termination of the Agreement where such balance has not been transferred to another account held in the name of the Client.

1.1.16 **Owner** means the natural person who initiated the opening of the Client's Business Account and who has the rights assigned by Fortelis and/or the Client in relation to such Business Account.

1.1.17 **Personalised Security Features** or **Security Features** means one-time codes, authentication tools, passwords, login credentials and other security measures used for access to the Business Account and/or authorisation of Payments.

1.1.18 **Parties** means Fortelis and the Client jointly, and **Party** means either of them separately.

1.1.19 **Payment** means the placing, transfer or withdrawal of funds, regardless of the underlying relationship between the payer and the payee.

1.1.20 **Payment Order** means an instruction submitted by the payer or the payee to execute a Payment.

1.1.21 **Pricing** or **Payment Plan** means the set of fees, recurring charges, transaction charges and other financial terms applicable to the Client.

1.1.22 **Recurring Transfer** means a Payment executed at regular intervals in accordance with parameters set in advance by the Client.

1.1.23 **Security Threat** shall have the meaning set out in Section 18.6 of these Terms and Conditions.

1.1.24 **Services** means the payment and related financial services provided by Fortelis under the Agreement, including the opening and maintenance of the Business Account,

issuance and redemption of Electronic Money, execution of credit transfers, payment administration and other services offered by Fortelis.

1.1.25 **Unique Identifier** means the combination of letters, numbers or symbols used to identify the payment beneficiary and/or its account, including an IBAN or other data specified by Fortelis.

1.1.26 **Website** means https://fortelis.com .

1.2 Interpretation

1.2.1 References to clauses, sections, annexes or documents mean references to these Terms and Conditions or the documents forming part of the Agreement, unless expressly stated otherwise.

1.2.2 The singular includes the plural and vice versa.

1.2.3 References to persons include natural persons, legal entities, partnerships, associations and other bodies, irrespective of whether they have separate legal personality.

1.2.4 The words “including”, “includes” and similar wording shall mean “including, without limitation”.

1.2.5 References to legal acts include any amendments, supplements, restatements and acts replacing them.

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2. SCOPE OF THE AGREEMENT

2.1 These Terms and Conditions apply exclusively to legal entities and to Business Accounts opened for business purposes. They do not apply to consumers or to payment accounts used for personal purposes.

2.2 These Terms and Conditions together with the Privacy Policy, Annex No. 1 “Pricing”, and any other applicable documents govern the provision of Fortelis Services to the Client.

2.3 The Agreement also includes all annexes, individual offers, special conditions, individual pricing arrangements, supplemental agreements and other documents which, by their content or express designation, are considered an integral part of the Agreement.

2.4 Annex No. 1 “Pricing” forms an integral part of the Agreement. It sets out the plans applicable to the Client, recurring fees, transaction fees, additional service charges, the conditions for their application, and any other provisions relating to the consideration payable for the Services.

2.5 Annex No. 1 “Pricing” may regulate only fees, plans, pricing criteria, charging frequency, fee calculation logic, thresholds, and other remuneration-related matters. It may not introduce or amend material rights and obligations of the Parties unless this is expressly stated in the Agreement or separately accepted by the Client.

2.6 Each version of Annex No. 1 “Pricing” shall bear a version number and an effective date. The version of Annex No. 1 “Pricing” applicable to the Client shall be the version effective during the relevant period or the version duly amended and notified to the Client in accordance with this Agreement.

2.7 In the event of any conflict between these Terms and Conditions and Annex No. 1 “Pricing” in respect of fees, plans, pricing criteria or other pricing-related matters, Annex No. 1 “Pricing” shall prevail, unless individual pricing applies to the Client.

2.8 All Agreement documents, including the applicable version of Annex No. 1 “Pricing”, shall be provided to the Client in electronic form. The Client shall have the possibility to review, download and save them. In certain cases, documents or separate notices may also be sent to the email address indicated by the Client in the Fortelis system.

2.9 The Client may use the Business Account only for the activities, products and services that were disclosed to Fortelis before the conclusion of the Agreement and approved by Fortelis.

2.10 The Client shall notify Fortelis in advance of any material change to its business model, products, services, transaction profile or intended use of the Business Account. Not every change shall be deemed material. A change shall be considered material where it may affect the Client’s risk profile, the legality of the Services, the onboarding assessment, the safeguarding framework or Fortelis’s regulatory obligations.

2.11 If the Client intends to use the Business Account for materially different activities, new products, new services or any other materially different purpose, the Client must notify Fortelis in advance and obtain Fortelis’s prior consent.

2.12 Use of the Business Account for a materially different activity without such consent may constitute a material breach of the Agreement.

2.13 In such case, Fortelis shall be entitled to suspend the Services, restrict the use of the Business Account and/or terminate the Agreement with immediate effect.

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3. BUSINESS ACCOUNT

3.1 The Business Account is a payment account intended for the Client to receive, hold and send funds and to use other functions offered by Fortelis.

3.2 The Business Account is not a bank account.

3.3 Funds held in the Business Account constitute Electronic Money and do not qualify as a deposit. No interest shall be paid on such funds.

3.4 The Client confirms that it understands that the Lithuanian deposit guarantee scheme does not apply to the Business Account.

3.5 Fortelis applies the legal requirements relating to the safeguarding of client funds and keeps the Client's funds separate from its own funds.

3.6 The Client's funds transferred for the issuance of Electronic Money are safeguarded in accordance with the laws of the Republic of Lithuania governing electronic money and electronic money institutions.

3.7 The Client remains the owner of the funds transferred for the issuance of Electronic Money.

3.8 Although safeguarding applies, such protection is not equivalent to deposit insurance. The Client understands that in the event of Fortelis's insolvency, operational disruption, legal restrictions or other exceptional circumstances, temporary limitations on access to or disposal of funds may arise.

3.9 The Electronic Money held in the Business Account belongs exclusively to the Client. No third party shall have any rights to the Business Account or the Electronic Money held therein, except as provided by law, court order, competent authority decision or the Agreement.

3.10 The Business Account shall be opened only through a duly authorised representative of the Client. Such representative must first open a personal Fortelis account and then initiate the opening of the Client's Business Account through that account.

3.11 By opening the Business Account, the Client represents and warrants that the opening and use of such account do not violate any laws, corporate documents, internal decisions or other obligations applicable to the Client.

3.12 The Client shall indemnify Fortelis for all direct losses, costs or liabilities reasonably incurred by Fortelis due to a breach of the representation and warranty set out in clause 3.11.

3.13 The Client may top up the Business Account and withdraw funds from it in accordance with these Terms and Conditions and the procedures established by Fortelis.

3.14 Unless Fortelis expressly agrees otherwise in writing, the Client may not hold more than 3 Business Accounts.

3.15 Any attempt to circumvent the limitation set out in clause 3.14 shall be deemed a serious breach of the Agreement and may be treated as dishonest or fraudulent conduct.

3.16 A user having owner rights in the Business Account may add other Linked Users and determine the scope of their rights.

3.17 The Client is responsible for ensuring that each Linked User is granted appropriate and proportionate rights.

3.18 All losses, damages, liability or adverse consequences resulting from improper granting of rights, excessive rights or abuse by Linked Users shall be borne by the Client.

3.19 If any Linked User discloses its login details, password or other security information to a third party, all actions performed using such details shall be deemed to have been performed on behalf of the Client and in accordance with the Client's will.

3.20 In such case, the Client shall bear full responsibility for the consequences and shall fully indemnify Fortelis for any direct losses reasonably suffered.

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4. ISSUANCE AND REDEMPTION OF ELECTRONIC MONEY

4.1 Funds transferred or deposited into the Business Account shall be treated as Electronic Money from the moment Fortelis actually receives the relevant amount.

4.2 Upon receipt of the funds, Fortelis shall credit the corresponding amount to the Client's Business Account and simultaneously issue Electronic Money at nominal value.

4.3 The nominal value of the Electronic Money shall correspond to the amount transferred or deposited by the Client, less any applicable standard commission or other applicable fees lawfully charged for the relevant funding method.

4.4 Electronic Money shall be held in the Client's Business Account.

4.5 At the Client's request, Electronic Money shall be redeemed at nominal value at any time without undue delay.

4.6 Redemption of Electronic Money shall be effected by the Client submitting a Payment Order to transfer the funds to another account indicated by the Client or by using any other withdrawal functionality established by Fortelis.

4.7 No additional fee shall be charged solely for the redemption of Electronic Money, but the Client shall pay the usual transfer or withdrawal commission according to the selected method.

4.8 Fortelis shall be entitled to restrict, delay or condition the redemption of Electronic Money where required by law, this Agreement, security requirements, safeguarding

requirements, anti-money laundering and counter-terrorist financing requirements, sanctions compliance or other objectively justified compliance considerations.

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5. GENERAL REQUIREMENTS APPLICABLE TO THE CLIENT

5.1 By entering into the Agreement, the Client confirms that it understands that the business relationship with Fortelis depends on Fortelis's assessment of the Client, including, without limitation, AML/KYC, risk, reputation and ongoing monitoring assessments.

5.2 Fortelis shall be entitled at any time to request from the Client any information, data, explanations or documents necessary to assess the Client's risk, verify previously submitted information, comply with legal obligations or provide the Services.

5.3 The Client shall provide such information, data and documents without delay and within the deadline specified by Fortelis.

5.4 If the Client fails to provide the requested information, data or documents within the specified deadline and fails to remedy the breach within any additional term set by Fortelis, this shall constitute a material breach of the Agreement and may result in suspension of the Services or immediate termination of the Agreement.

5.5 The Client represents and warrants that all documents, data and information provided to Fortelis are true, accurate, complete and not misleading on the date of submission and shall remain so throughout the term of the Agreement.

5.6 The Client shall notify Fortelis in writing, without undue delay and no later than within 5 Business Days after becoming aware of a relevant change, of any changes to the circumstances previously disclosed to Fortelis.

5.7 Such changes include, without limitation, changes in control, ownership of 25% or more, management, constitutional or other submitted documents, legal form, business activity, contact details, financial standing, ultimate beneficial owners or other circumstances relevant to the performance of the Agreement or the Client's risk assessment.

5.8 The list set out in clause 5.7 is not exhaustive. The Client must also notify Fortelis of any other changes that may materially affect the performance of the Agreement, the Client's risk profile or the provision of the Services.

5.9 The Client understands that such changes may result in a new risk assessment, additional requirements, restrictions, amendments to the Agreement, suspension of the Services or termination of the Agreement.

5.10 Fortelis, as an electronic money institution, must comply with anti-money laundering, counter-terrorist financing, sanctions and other compliance requirements.

5.11 Fortelis is entitled to identify and verify the Client, its representatives, ultimate beneficial owners and other related persons before entering into the Agreement and at any time during its term.

5.12 Fortelis is entitled to request, and the Client is obliged to provide, information, documents, completed questionnaires and any other actions necessary for initial or repeated identification, data verification, source of funds and source of wealth verification, sanctions screening, transaction monitoring and other compliance purposes.

5.13 Failure to comply with these requirements, or a negative outcome of the relevant assessment, may result in restriction or suspension of the Services or immediate termination of the Agreement.

5.14 Fortelis is also entitled to request information, data and documents relating to the Payments made or received by the Client, including documents substantiating the source of funds, the legal basis of transactions, their purpose and economic rationale.

5.15 If the Client fails to provide such information, Fortelis may refuse to execute Payment Orders, suspend them, reject them or terminate the Agreement.

5.16 The Client shall provide documents in the form required by Fortelis, including duly certified copies, originals, notarisation, legalisation, apostille or translations where necessary.

5.17 The documents must be clear, legible, valid, complete and free from unauthorised alterations or deficiencies.

5.18 If documents are issued outside the Republic of Lithuania, they must be properly legalised, certified or otherwise authenticated where required by law.

5.19 All documents must be submitted in Lithuanian or English, unless Fortelis agrees otherwise in advance. If translation is required, the translation costs shall be borne by the Client.

5.20 If the Client fails to provide documents that satisfy the requirements or fails to remedy deficiencies within the deadline set by Fortelis, Fortelis may reject such documents, disregard the information contained therein and, if the risk becomes unacceptable, terminate the Agreement with immediate effect.

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6. USE OF THE ACCOUNT

6.1 The Business Account may be accessed only through the accounts of Linked Users.

6.2 Each Linked User shall take all reasonable measures to ensure that its login details, passwords and other security information remain secure and are not disclosed to third parties.

6.3 Fortelis personnel shall never request disclosure of passwords or equivalent login details outside the official authentication environment.

6.4 If any Linked User receives a request to disclose a password or other security information outside the official Fortelis environment, such information must not be disclosed and Fortelis must be informed immediately.

6.5 Fortelis recommends that passwords be changed regularly and that easily guessable passwords be avoided.

6.6 The Client and all Linked Users must ensure that no unauthorised person is able to access the Business Account or observe the login process.

6.7 If the Client has any suspicion that the Business Account, login details or other Security Features have been lost, stolen, misappropriated, used without authorisation or otherwise compromised, the Client must immediately take protective measures and notify Fortelis.

6.8 Any delay in notification may result in the Client being liable for the resulting losses.

6.2 Top-Ups

6.9 The Client may top up the Business Account using the methods made available by Fortelis.

6.10 Fortelis may at any time add, modify or discontinue any funding method. Fortelis does not guarantee that any specific top-up method will always remain available.

6.11 Fortelis shall bear no responsibility for the Client's funds until such funds have actually reached Fortelis's clients' funds account.

6.12 Electronic Money shall be issued only once the relevant amount has been actually credited to Fortelis's clients' funds account, and only to the extent of the amount received.

6.13 Fortelis is entitled to apply additional authorisation and verification measures in connection with top-ups.

6.14 The Client is solely responsible for the accuracy and completeness of all payment details used for topping up the account.

6.15 Fortelis shall not be liable for any losses suffered by the Client as a result of incorrect or incomplete payment details.

6.3 Withdrawals

6.16 The Client may request withdrawal of part or all of the Electronic Money held in the Business Account at any time in accordance with these Terms and Conditions.

6.17 Fortelis may at any time add, modify or discontinue withdrawal methods.

6.18 A withdrawal request may be processed only if the Client provides evidence acceptable to Fortelis that the account to which the funds are to be transferred is held in the name of the Client.

6.19 If such evidence is not provided, Fortelis may reject the withdrawal request.

6.20 Fortelis does not charge a separate redemption fee solely for the withdrawal of Electronic Money, but the transfer or payout itself may be subject to third-party fees or fees applicable under the Pricing.

6.21 The Client is solely responsible for the accuracy and completeness of all withdrawal details.

6.22 Fortelis shall not be liable if funds are transferred to an incorrect account due to incorrect details provided by the Client.

6.23 If funds are transferred to an incorrect account, the Client may request Fortelis's assistance in attempting to recover such funds, but Fortelis does not guarantee a successful recovery and assumes no liability in that respect.

6.24 Fortelis shall not be liable for the withdrawal transaction from the moment the funds reach the Client's payment service provider.

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7. PAYMENTS

7.1 Through the Business Account, the Client may make payments to other Fortelis clients within the Fortelis system, submit and receive payment requests, set recurring transfers, execute SEPA payments and, where available to the Client, SWIFT payments, as well as transfers to other payment accounts held with other payment service providers.

7.2 Unless expressly stated otherwise, payments within the Fortelis system shall be executed only in EUR.

7.3 The Client may set daily payment limits if such functionality is available in the Fortelis system.

7.2 Receipt of Payment Orders

7.4 A Payment Order shall be deemed received when submitted by the Client through the Fortelis system.

7.5 If a payment is initiated by another Fortelis client as payee, the Payment Order shall be deemed received on the day on which the Client authorises it as payer.

7.6 In the case of a Recurring Transfer, the Payment Order shall be deemed received on the Business Day designated for its execution, or on the next Business Day if that day is not a Business Day.

7.7 If a Payment Order is submitted on a non-Business Day or after 4:00 p.m. Lithuanian time, it shall be deemed received on the next Business Day.

7.3 Cancellation and Amendment of Payment Orders

7.8 The Client may view the status of Payment Orders by logging into the Business Account.

7.9 A Payment Order initiated by the Client cannot be cancelled after it is deemed received under these Terms and Conditions.

7.10 A payment request initiated by another Fortelis client cannot be cancelled once the Client has authorised it.

7.11 In the case of a Recurring Transfer, the payer may revoke the Payment Order no later than by the end of the Business Day preceding the agreed execution date.

7.12 If a Payment Order has not yet been executed and the Client has entered incorrect information, the Client may request that the Payment Order be amended, but Fortelis is not obliged to comply with such request.

7.13 If a Payment Order is executed in accordance with the information provided by the Client, Fortelis shall be deemed to have properly fulfilled its obligations and shall not be liable for the consequences of that information.

7.4 Client Responsibility for Payment Details

7.14 The Client must ensure that each Payment Order clearly expresses its intention and is lawful, accurate, complete and unambiguous.

7.15 Fortelis shall not be liable for any errors, omissions, contradictions, repetitions or other deficiencies made by the Client in a Payment Order.

7.16 Depending on the circumstances, Fortelis may either execute the Payment Order according to the information provided or reject it.

7.17 The Client is solely responsible for indicating the correct Unique Identifier and any other data necessary for the execution of the Payment.

7.18 If a Payment is executed on the basis of the Unique Identifier provided by the Client, Fortelis shall be deemed to have duly fulfilled its obligations even if that identifier corresponds to a different person or account than intended by the Client.

7.19 In such case, the applicable fee shall remain payable and non-refundable, even if the payment is later returned or recalled.

7.20 If the payee's payment service provider requires additional details, the Client is solely responsible for their correctness.

7.21 Fortelis may, but is not obliged to, verify whether the Unique Identifier matches the account holder's name. If a clear mismatch is identified, Fortelis may reject the Payment Order.

7.5 Recovery of Payments

7.22 Fortelis may assist the Client in attempting to recall or recover a Payment, but does not guarantee that such attempt will be successful.

7.23 A fee may be charged for an attempt to recover a Payment, regardless of whether the attempt is successful.

7.6 Refusal or Delay of Payment Orders

7.24 Fortelis may refuse, delay or suspend execution of a Payment Order where this is reasonably necessary due to concerns relating to: (i) authenticity or authority of the instruction, (ii) legality of the transaction, (iii) sanctions compliance, (iv) anti-money laundering or counter-terrorist financing requirements, (v) insufficient, inconsistent or unverifiable supporting information, (vi) security concerns, or (vii) other objectively justified compliance or operational grounds.

7.25 In such case, Fortelis may request additional information, data, documents or actions before deciding whether to execute the Payment Order.

7.26 Fortelis shall use reasonable efforts to collect the required information and make a decision as soon as possible, but no later than within 15 Business Days from receipt of the Payment Order. For objective reasons, this period may be extended for the same duration.

7.27 The Client agrees that in such circumstances Fortelis shall not be liable for losses caused by the delay.

7.28 Fortelis may also request any documents or information substantiating the origin, ownership, legality, purpose and economic rationale of the funds or Payments. If the Client fails to comply, Fortelis may refuse to execute the Payment Order.

7.7 Execution Deadlines

7.29 Payment Orders shall be executed on Business Days unless expressly stated otherwise.

7.30 SEPA Payment Orders shall be executed no later than on the next Business Day.

7.31 Payment Orders in EUR within the Republic of Lithuania submitted no later than 12:00 p.m. on a Business Day may be executed on the same Business Day.

7.32 Fortelis shall be deemed to have properly fulfilled its obligation to execute a Payment Order from the moment the transfer amount has been initiated or, where the payment is initiated by the payee, once the payment request has been transmitted to the payer.

7.33 If Fortelis fails to fulfil its obligations under clause 7.32, it shall use reasonable efforts to recover the relevant Payment without applying an additional fee for that attempt.

7.34 If a Payment Order is rejected due to an error made by the Client, the fee for such Payment Order may still be charged as if it had been executed.

7.8 Insufficient Balance and Restricted Accounts

7.35 The Client must continuously monitor the balance of the Business Account and ensure that it is sufficient to execute Payment Orders and cover related fees.

7.36 Fortelis is not obliged to monitor the account balance on the Client's behalf or to send separate warnings regarding insufficient balance.

7.37 If the Business Account is seized, suspended, blocked or otherwise restricted, the Client may be unable to submit Payment Orders, and Payment Orders already submitted may remain unexecuted.

7.38 Fortelis may suspend execution of a Payment Order if required by law or by circumstances outside its control.

7.9 Payee-Initiated Payments and Mistakenly Received Funds

7.39 If a Payment is initiated by the payee, such Payment shall be executed only after the Client authorises it.

7.40 By authorising such Payment, the Client confirms that it has reviewed and accepted the payment details.

7.41 The Client must immediately inform Fortelis if funds not belonging to the Client have been credited to the Business Account.

7.42 The Client must not use such funds.

7.43 By entering into the Agreement, the Client irrevocably agrees that such mistakenly credited funds may be debited from the Business Account without a separate Payment Order.

7.44 If insufficient funds remain in the account for such debit, the Client must restore the missing amount without undue delay and no later than within 5 Business Days.

7.45 Until then, Fortelis may freeze the remaining account balance and suspend execution of Payment Orders.

7.46 If the Client fails to restore the missing amount within the specified period, Fortelis may take other lawful measures to recover the funds.

7.47 The Client must also indemnify Fortelis for all direct costs, fees, losses or damages reasonably related to the recovery of such funds.

7.10 Refunds, Monitoring and Third Parties

7.48 If a Payment Order is returned and Fortelis is not responsible for the reason of such return, fees related to the execution of that Payment Order shall not be refunded, and additional fees may apply for crediting the returned funds.

7.49 If Fortelis is responsible for non-execution or improper execution of a Payment, no fee shall apply to such Payment.

7.50 The Client must regularly review the transactions on the Business Account and notify Fortelis of any discrepancies no later than within 1 month from the execution date of the relevant Payment.

7.51 Fortelis may use third parties for the provision of the Services, including the execution of Payment Orders.

7.52 The Client understands that such third parties may suspend or delay execution of a Payment Order, and Fortelis shall not be liable for such suspension or delay to the extent it is outside Fortelis's control, although it will make reasonable efforts to determine the reasons for it.

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8. AUTHORISATION

8.1 All Payments must be authorised before execution.

8.2 Payment Orders shall be deemed authorised when the Client confirms them in accordance with the authentication procedure established by Fortelis.

8.3 Such authorisation shall constitute valid and sufficient evidence that the Payment was authorised by the Client, and the Client may not dispute such Payment solely on that ground.

8.4 Personalised Security Features must be used strictly in accordance with Fortelis's instructions.

8.5 Failure to comply with such instructions shall result in the Client being liable for the resulting losses.

8.6 The Client must ensure that Security Features remain inaccessible to third parties and are protected against loss, theft, misappropriation, copying or unauthorised use.

8.7 The Client must immediately notify Fortelis of any loss, theft, unauthorised use or suspected compromise of the Security Features.

8.8 Fortelis may temporarily or permanently block the Personalised Security Features for security reasons.

8.9 Where permitted by law, Fortelis may notify the Client of such blocking by email or other means.

8.10 Fortelis may also require the Client to carry out additional authentication steps or other actions in order to authorise a Payment Order.

8.11 Any authorisation carried out through the Business Account shall have the same legal effect as a handwritten signature.

8.12 If funds are debited from the Business Account for a Payment not authorised by the Client, Fortelis shall, as soon as possible and no later than by the end of the next Business Day after becoming aware of such unauthorised Payment, refund that amount and restore the account balance to the position it would have been in had the unauthorised Payment not occurred, except where Fortelis has objective grounds to suspect fraud.

8.13 If Fortelis has objective grounds to suspect fraud, it may refrain from making an immediate refund and inform the Bank of Lithuania or another competent authority where required by law.

8.14 The Client must notify Fortelis of any unauthorised Payment without undue delay and no later than within the period prescribed by law or the Agreement.

8.15 The Client shall bear losses arising from unauthorised Payments if such losses resulted from the Client's fraud, wilful misconduct, gross negligence, failure to protect the Security Features or delayed notification to Fortelis.

9. FEES

9.1 The Client undertakes to pay for the Services in accordance with the Pricing applicable to the Client, as set out in Annex No. 1 “Pricing”, any individual pricing arrangement, or any other document agreed between Fortelis and the Client that forms part of the Agreement.

9.2 Annex No. 1 “Pricing” forms an integral part of the Agreement and sets out the plans applicable to the Client, recurring fees, transaction charges, additional service fees, the calculation method thereof, the criteria for their application, and any other information relating to the consideration payable for the Services.

9.3 The version of Annex No. 1 “Pricing” applicable to the Client shall be the version provided to the Client upon entering into the Agreement or subsequently amended in accordance with the provisions of this Agreement.

9.4 Fortelis shall be entitled to amend Annex No. 1 “Pricing” in accordance with Section 14 of this Agreement.

9.5 The Client confirms that it has reviewed the pricing terms applicable to it.

9.2 Periodic Fees

9.6 The Client may be charged periodic fees in accordance with the selected plan, the Services used or individual pricing.

9.7 Such fees may be charged monthly, weekly or with any other periodicity specified in the Pricing.

9.8 Periodic fees are non-refundable unless expressly stated otherwise.

9.9 Fortelis may debit such fees automatically from the Client’s Business Account without a separate Payment Order.

9.10 The Client must ensure that sufficient funds are available in the Business Account to cover such fees.

9.3 Insufficient Balance

9.11 If there are insufficient funds in the Business Account to cover any fee payable to Fortelis, Fortelis may apply an administration fee and suspend the Services until full settlement.

9.12 The Client shall bear all consequences and losses arising from such suspension.

9.4 Payment Fees

9.13 Where technically possible, any fees applicable to a specific Payment shall be shown to the Client before the relevant Payment Order is authorised.

9.14 By entering into the Agreement, the Client authorises Fortelis to debit from the Business Account all fees related to Payment Orders and other Services.

9.15 Such fees may be debited at the time of execution of the Payment Order or at another time specified in the Pricing.

9.16 Fortelis may reject a Payment Order if there are insufficient funds in the Business Account to cover both the Payment amount and the related fee.

9.5 Additional Services and Additional Fees

9.17 Fortelis may apply additional fees for additional, non-standard, ad hoc or enhanced administrative services requested by the Client.

9.18 Where required, the Client shall be informed in advance of the relevant service and the applicable fee.

9.6 Recovery of Unpaid Fees and Default Interest

9.19 If, for any reason, Fortelis fails to debit a fee when due, this shall not prejudice Fortelis's right to debit or otherwise recover such fee within 12 months from the date it became due.

9.20 If the Client fails to pay any amount due to Fortelis in a timely manner, the Client shall pay default interest in the amount of 0.03% of the overdue amount for each calendar day until full settlement.

9.7 Set-Off

9.21 Fortelis is entitled at any time to set off and/or debit from the Client's Business Account any amounts payable by the Client to Fortelis to the extent permitted by law.

9.8 Individual Pricing

9.22 Fortelis shall be entitled to offer the Client individual pricing, taking into account the Client's business model, transaction volumes, risk level, business activity, compliance costs, cooperation history or other objective criteria.

9.23 Any individual pricing arrangement must be made in writing and must clearly specify the provisions of Annex No. 1 "Pricing" from which it departs.

9.24 Unless otherwise expressly provided in the relevant arrangement, individual pricing shall become effective only upon the Client's express acceptance.

9.25 If the Client agrees to the individual pricing, such individual pricing shall become an integral part of the Agreement.

9.26 If the individual pricing conflicts with the terms set out in Annex No. 1 "Pricing", the individual pricing shall prevail to the extent it expressly departs from Annex No. 1 "Pricing".

9.9 Amendment of Pricing

9.27 Fortelis is entitled to amend the Pricing.

9.28 If the changes to the Pricing are materially adverse to the Client, Fortelis shall notify the Client no later than 14 days before the changes take effect, unless applicable law requires a longer notice period or a shorter period is objectively justified due to legislation, regulatory requirements, security reasons or other justified circumstances.

9.29 If the Client does not agree with the amended Pricing, it has the right to terminate the Agreement before the changes take effect.

9.30 Continued use of the Services after the amended Pricing comes into force shall be deemed the Client's acceptance of the new Pricing.

9.31 Pricing changes favourable or neutral to the Client may be applied immediately, with notice or, in certain cases, without separate prior notice.

9.10 Pricing Differentiation

9.32 Fortelis may apply different pricing to different clients based on objective criteria, including the nature of the business, risk profile, volume of use of the Services, operational costs, cooperation history and compliance burden.

9.33 Such pricing differences shall not in themselves constitute unlawful discrimination.

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10. RIGHTS AND OBLIGATIONS

10.1 Fortelis shall provide the Services in accordance with the Agreement and applicable law.

10.2 Fortelis shall be entitled at any time and at its sole discretion to request information, data and documents, debit fees and other payable amounts, monitor the Client's use of the Services, refuse, delay, suspend or restrict any Payment or Service, restrict access to the

Business Account, use third parties and exercise any other rights provided by the Agreement or law.

10.3 The Client must use the Services in accordance with the Agreement and applicable law.

10.4 The Client may not open more than 3 Business Accounts unless Fortelis expressly agrees otherwise.

10.5 The Client may not use the Services from anonymous IP addresses or otherwise conceal its identity or location where this is material to legality or risk assessment.

10.6 The Client may not submit false, inaccurate, incomplete, misleading or outdated data or documents.

10.7 The Client may not use the Business Account for unlawful, fraudulent, deceptive or dishonest activity.

10.8 The Client may not use the Business Account in a manner that may harm Fortelis's reputation, brand or regulatory position.

10.9 The Client may not use the Business Account for the benefit of third parties without Fortelis's prior consent.

10.10 The Client may not unlawfully access, interfere with, circumvent or otherwise misuse the Fortelis system or other related software.

10.11 The Client must provide all information and documents requested by Fortelis that are necessary for the provision of the Services.

10.12 The Client must ensure that the Personalised Security Features are not disclosed to third parties and that all Linked Users are properly instructed regarding their protection and use.

10.13 If the Client fails to prevent the transfer or misuse of the Personalised Security Features, or acts intentionally or with gross negligence, it shall bear full liability for the resulting losses and indemnify Fortelis and third parties for any direct damage reasonably incurred.

10.14 The Client must act in good faith and comply with the Agreement.

10.15 Fortelis shall inform the Client of any restriction, refusal, suspension or termination and, where legally permitted and operationally appropriate, shall provide the Client with the reasons for such decision. Fortelis may refrain from disclosing specific reasons only to the extent that such disclosure is prohibited by applicable law or would compromise anti-money laundering, counter-terrorist financing, sanctions compliance, fraud prevention, security measures, an ongoing investigation or the rights and interests of third parties.

11. INTELLECTUAL PROPERTY

11.1 Fortelis and/or its suppliers or licensors are the sole owners of the Fortelis system, related software, interfaces, databases, content, designs, methodologies and other intellectual property objects.

11.2 The Client is granted no ownership rights in such intellectual property. The Client is granted only a limited, non-exclusive, non-transferable and revocable right to use the Services in accordance with the Agreement.

11.3 The Client may not copy, reproduce, adapt, modify, decompile, disassemble, reverse engineer, create derivative works from, publish, distribute, commercially exploit or otherwise use the Fortelis system or related content beyond what is necessary for lawful use of the Services.

11.4 The Client may not remove or alter any copyright, trademark or other proprietary notices.

11.5 The Client may not unlawfully or improperly use the Fortelis system, including attempts to gain unauthorised access, deploy malware, viruses or otherwise interfere with the system's operation.

11.6 Any breach of this Section constitutes a material breach of the Agreement.

11.7 In such case, Fortelis may immediately terminate the Agreement, block access to the Services and claim compensation for all direct losses suffered by Fortelis and/or third parties.

11.8 The Client may not use the name "Fortelis", Fortelis trademarks, logos or other signs without Fortelis's prior written consent.

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12. PERSONAL DATA

12.1 Any personal data processed in connection with the performance of the Agreement shall be processed in accordance with applicable data protection laws and the Fortelis Privacy Policy.

12.2 Fortelis may process data relating to the Client's representatives, ultimate beneficial owners, employees, Linked Users and other related persons for onboarding, provision of the Services, compliance with legal obligations, fraud prevention, security, risk management, dispute resolution and other lawful purposes.

12.3 The Client represents and warrants that all personal data submitted to Fortelis has been lawfully obtained and that the Client has a lawful basis to transfer such data to Fortelis.

12.4 The Client must ensure that data subjects are informed of the transfer of their data to Fortelis where required by law.

12.5 Fortelis may disclose personal data to service providers, financial institutions, payment infrastructure participants, safeguarding banks, IT providers, auditors, legal advisers, group companies, regulators, public authorities and other lawful recipients.

12.6 Personal data may be transferred outside the European Economic Area where this is done in compliance with applicable data protection requirements and subject to appropriate safeguards.

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13. ASSIGNMENT

13.1 Fortelis may, without separate prior consent of the Client, assign, transfer or otherwise dispose of all or part of its rights and obligations under the Agreement to third parties, informing the Client accordingly.

13.2 In such case, the Agreement shall remain in force and the new party shall replace Fortelis to the relevant extent.

13.3 The Client may not assign, transfer, charge or otherwise dispose of its rights or obligations under the Agreement without Fortelis's prior written consent.

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14. AMENDMENTS TO THE AGREEMENT

14.1 Fortelis shall be entitled to amend this Agreement unilaterally, including these Terms and Conditions, Annex No. 1 "Pricing", the Privacy Policy and other Agreement documents, to the extent permitted by applicable law and this Agreement.

14.2 If the amendments are materially adverse to the Client, Fortelis shall notify the Client thereof no later than 14 days before the effective date of such amendments, unless applicable law requires a longer notice period or a shorter notice period is justified by applicable law, regulatory requirements, security reasons, fraud prevention or other objectively justified circumstances.

14.3 Fortelis may refrain from separately notifying the Client of amendments that are favourable to the Client, neutral in effect, or purely editorial in nature and do not materially affect the Client's rights and obligations.

14.4 Fortelis may notify the Client of amendments to the Agreement, including amendments to Annex No. 1 "Pricing", by email, through the system, on the Website or by any other usual means of communication.

14.5 The Client has no right to amend the Agreement unilaterally.

14.6 Unless the Client notifies Fortelis before the amendments enter into force that it does not agree with them, the Client shall be deemed to have accepted them.

14.7 Continued use of the Services after the amendments take effect shall in any event constitute the Client's acceptance of the amended Agreement.

14.8 If the Client informs Fortelis before the effective date that it does not agree with the amendments, the Agreement shall be deemed terminated on the date such amendments enter into force, unless the Parties agree otherwise.

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15. LIABILITY

15.1 To the extent permitted by law, Fortelis shall not be liable for indirect, incidental, special, consequential or punitive damages, loss of profit, revenue, business opportunities, customers, goodwill, data or expected benefit.

15.2 Fortelis's aggregate liability to the Client for direct damages shall not exceed the fees actually paid by the Client to Fortelis during the 3 months preceding the event giving rise to the claim, unless mandatory law provides otherwise.

15.3 The limitation of liability set out in this Section shall not apply in cases of wilful misconduct, fraud, gross negligence, or to the extent such limitation is prohibited by applicable law.

15.4 The Client shall indemnify and hold harmless Fortelis only against direct losses, liabilities, fines, penalties, costs and expenses reasonably incurred by Fortelis as a direct result of the Client's breach of the Agreement, unlawful use of the Services, false or misleading information, or breach of applicable law.

15.5 The Client's indemnity obligation shall survive termination of the Agreement.

15.6 Fortelis shall not be liable for losses resulting from the Client's failure to protect the Personalised Security Features, where such features are lost, stolen, misappropriated or used without authorisation, unless Fortelis is at fault.

15.7 Fortelis shall not be liable for delayed receipt of funds if it has duly and timely initiated the Payment Order or transmitted the payment request.

15.8 Fortelis shall not be liable for errors, delays, suspensions, freezes, discrepancies or failures caused by third parties or circumstances beyond Fortelis's reasonable control.

15.9 Fortelis shall not be liable for lawful suspension of the Services, lawful refusal of a Payment, lawful termination of the Agreement or compliance with laws, court orders or instructions of authorities.

15.10 The Client shall bear losses arising from unauthorised Payments if they resulted from the Client's intentional acts, gross negligence, dishonest conduct, improper protection of Security Features or delayed notification to Fortelis.

15.11 Fortelis shall not be liable for non-performance or improper performance caused by force majeure circumstances or other events beyond its reasonable control, including failures of IT systems, telecommunications, electricity supply, payment systems, SEPA or SWIFT infrastructure, safeguarding banks, partners, cyber incidents, natural disasters, war, terrorism, strikes, blockades, administrative or legislative actions and similar circumstances.

15.12 This exclusion of liability shall not apply where Fortelis should reasonably have foreseen and avoided such circumstance or where mandatory law imposes liability.

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16. SUSPENSION OF THE SERVICES AND THE BUSINESS ACCOUNT

16.1 Fortelis may at any time suspend, restrict or otherwise limit the use of the Business Account and/or the Services.

16.2 Such suspension or restriction may apply if the Client fails to provide requested information, fails to settle with Fortelis, has a negative balance, if doubts arise regarding the source of funds, the legality, purpose or economic rationale of a Payment Order, where money laundering, terrorist financing, sanctions circumvention, fraud or other unlawful activity is suspected, where Security Features appear to be compromised, where unauthorised persons are using the account, where prior approval required by the Agreement has not been obtained, where bankruptcy, liquidation or similar proceedings have commenced, where the Client's use of the account is contrary to the Agreement or law, or where this is otherwise required by law.

16.3 The grounds listed in clause 16.2 are not exhaustive.

16.4 Fortelis may also suspend the Services on any other objectively justified ground if this is necessary to protect the interests of the Client, Fortelis, other clients, third parties, payment infrastructure, safeguarding arrangements or compliance requirements.

16.5 The suspension shall be lifted once the grounds that caused it cease to exist, unless the matter results in termination of the Agreement.

16.6 Depending on the circumstances, Fortelis may, but is not obliged to, explain the reasons for the suspension and/or provide the Client with instructions on how to remedy the breach or circumstance.

16.7 Fortelis may refrain from disclosing specific reasons only to the extent that such disclosure is prohibited by applicable law or would compromise anti-money laundering, counter-terrorist financing, sanctions compliance, fraud prevention, security measures, an ongoing investigation or the rights and interests of third parties.

16.8 Where there were justified legal or factual grounds for suspension, Fortelis shall not be liable for losses suffered by the Client as a result of such suspension.

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17. TERMINATION

17.1 The Agreement enters into force upon its conclusion or acceptance and remains in effect until terminated in accordance with its terms.

17.2 Termination by the Client

17.2.1 The Client may terminate the Agreement at any time by notifying Fortelis.

17.2.2 Unless otherwise provided by law or the Agreement, termination by the Client shall become effective once all of the Client's obligations have been fulfilled, all fees have been paid and the balance of the Business Account has been reduced to zero or lawfully transferred to another account held in the name of the Client.

17.3 Termination by Fortelis on Notice

17.3.1 Fortelis may terminate the Agreement by giving the Client at least 14 days' notice, unless mandatory law requires a longer period or a shorter period is justified under the Agreement or law.

17.4 Immediate Termination by Fortelis

17.4.1 Fortelis may terminate the Agreement with immediate effect if the Client has provided false, inaccurate or incomplete information material to onboarding or further assessment, if the Client's circumstances materially change such that Fortelis would not have entered into the Agreement, if the Client fails to notify required changes, if the Client poses an unacceptable AML, sanctions, fraud, operational, reputational or regulatory risk, if the Client materially breaches the Agreement, if the breach is not remedied within the period indicated by

Fortelis, if the Client engages in unlawful activity, becomes subject to debt recovery, if its activity harms or may harm Fortelis's reputation, if ownership or control of more than 25% changes and is unacceptable to Fortelis, if the Client, its management, shareholders or ultimate beneficial owners become sanctioned persons, if the Client becomes insolvent, bankrupt, subject to restructuring or liquidation, if it does not accept the applicable Pricing, or if Fortelis is entitled or obliged to do so by law.

17.5 Consequences of Termination

17.5.1 Upon termination of the Agreement, the Client shall no longer be entitled to use the Services or the Business Account, except to the extent necessary to transfer out the remaining balance in accordance with the Agreement and applicable law.

17.5.2 Fortelis may debit from the Business Account all amounts owed by the Client to Fortelis, public authorities or third parties, including unpaid fees, penalties, losses, damages, legal costs and other amounts.

17.5.3 If there are insufficient funds in the Business Account, the Client must cover the shortfall within 5 Business Days from Fortelis's request.

17.6 Return of Remaining Funds

17.6.1 Following termination, the Client may request transfer of the remaining balance to another account held in its name, provided that evidence acceptable to Fortelis is submitted proving ownership of that account and that all required checks have been completed.

17.6.2 Fortelis shall use reasonable efforts to transfer the remaining balance within 5 Business Days from the payment initiation and receipt of all required documents.

17.6.3 Fortelis may actively communicate with the Client regarding the transfer of the remaining balance.

17.6.4 If the Client fails to indicate within 7 calendar days from notification of account closure where the remaining funds are to be transferred, Fortelis may fully terminate the Agreement and transfer such balance to an internal Fortelis account pending further instructions from the Client.

17.6.5 If the Client requests the transfer of the remaining balance after the expiry of the period set out in clause 17.6.4, Fortelis may apply a one-off transfer fee of EUR 10.

17.6.6 If the Client fails to provide instructions for the transfer of the remaining balance within 60 calendar days from notification of account closure, Fortelis may apply a Closed Account Balance Administration Fee in the amount of 1% of the remaining balance per month, but not less than EUR 50 per month.

17.6.7 If Fortelis is unable to transfer the remaining balance due to circumstances beyond its control, the Client shall be informed and must provide another account held in its name or additional information necessary for the transfer.

17.7 Surviving Obligations

17.7.1 Termination of the Agreement shall not release the Client from obligations that arose prior to such termination.

17.7.2 All provisions which by their nature are intended to remain in force after termination, including provisions on fees, liability, indemnity, confidentiality, intellectual property, outstanding claims and dispute resolution, shall survive termination of the Agreement.

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18. NOTIFICATION OF FRAUD AND SECURITY THREATS

18.1 In the event of misappropriation of data related to the provision of the Services, suspected or executed Fraud, or a Security Threat, Fortelis may inform the Client by email, telephone and/or other telecommunication means.

18.2 For the purpose of proper identification, Fortelis may require the Client to provide information already known to Fortelis.

18.3 Telephone calls relating to Fraud or Security Threat notifications may be recorded.

18.4 Fortelis shall be entitled to suspend use of the Business Account and/or execution of Payment Orders or Payments for as long as reasonably necessary to investigate whether Fraud or a Security Threat has occurred or persists.

18.5 For the purposes of the Agreement, **Fraud** includes any unauthorised Payment resulting from loss, theft or misappropriation of Security Features or other sensitive data, any Payment or Payment Order placed or authorised by the Client while acting unfairly or under deception, and any Payment executed as a result of manipulation of the Client.

18.6 For the purposes of the Agreement, **Security Threat** means the risk of inadequate or failed internal processes or external events having or potentially having a negative impact on the availability, integrity or confidentiality of information and communication technology systems and/or payment service information, including cyber attacks and security vulnerabilities.

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19. COMMUNICATION

19.1 The Client may communicate with Fortelis through the support channels indicated by Fortelis, including the relevant support email address or support portal.

19.2 Fortelis shall send replies and notices to the email address registered by the Client and/or the relevant Linked User. The Client shall ensure that such email address remains valid and is regularly monitored.

19.3 Communications may be made in English or Lithuanian, unless otherwise agreed.

19.4 Where applicable law requires Fortelis to provide information on a durable medium, Fortelis may do so by email or other durable electronic means.

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20. CONFIDENTIALITY

20.1 Subject to applicable law and the Agreement, each Party shall treat as confidential all non-public information relating to the contractual relationship between the Parties, regardless of the form in which such information is obtained.

20.2 The obligation of confidentiality shall not apply where disclosure is required by law, regulation, court order, authority decision, for the performance of the Agreement, or where the information is lawfully publicly available other than due to a breach of the Agreement.

20.3 Fortelis shall be entitled to disclose information about the Client to subcontractors, service providers, financial institutions, group companies and other entities where such disclosure is necessary for the fulfilment of its obligations under the Agreement.

20.4 If the Agreement terminates due to the Client's material breach or because the Client has facilitated or assisted fraudulent conduct, Fortelis may report the Client to competent authorities, and such disclosure shall not constitute a breach of confidentiality.

20.5 This Section shall continue to apply after termination of the Agreement.

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21. REPRESENTATIONS AND WARRANTIES

21.1 Each Party represents and warrants to the other Party that, on the date of execution of the Agreement and throughout its term, it has full power, authority and capacity to enter into the Agreement and to perform its obligations thereunder.

21.2 Each Party further represents and warrants that entry into and performance of the Agreement does not conflict with any applicable law, regulation, permit, court order, corporate document, internal rule or contractual obligation binding upon that Party.

21.3 Each Party represents that there are no pending or threatened claims, proceedings, investigations or hearings that would materially impair its ability to perform the Agreement.

21.4 The Client represents and warrants that it is duly incorporated, validly existing and not subject to insolvency, liquidation, dissolution or similar proceedings, except where such proceedings have been disclosed to and accepted by Fortelis in writing.

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22. GENERAL PROVISIONS, GOVERNING LAW AND COMPLAINTS

22.1 Entire Agreement

22.1.1 The Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, discussions, representations and understandings relating thereto.

22.2 Subcontracting

22.2.1 Fortelis shall be entitled to subcontract third parties for the provision of the Services. Unless mandatory law provides otherwise, Fortelis shall remain responsible for the proper performance of the Services to the extent required under applicable law.

22.3 Waiver

22.3.1 Any failure or delay by either Party in exercising any right or remedy shall not constitute a waiver thereof. No waiver, amendment or modification shall be valid unless made in writing by authorised representatives where such form is required.

22.4 Severability

22.4.1 If any provision of the Agreement is found to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, and the relevant provision shall be construed, to the extent possible, in a manner consistent with its commercial purpose and applicable law.

22.5 Third Party Rights

22.5.1 Unless expressly provided otherwise, no provision of the Agreement is intended to be enforceable by any person other than the Parties.

22.6 Governing Law and Jurisdiction

22.6.1 The Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

22.6.2 Any disputes arising out of or in connection with the Agreement shall fall within the jurisdiction of the courts of the Republic of Lithuania, unless mandatory law provides otherwise.

22.7 Complaints Handling

22.7.1 The Client must first submit its complaint to Fortelis in writing complaints@fortelis.com , setting out the facts, the claim and the requested remedy.

22.7.2 Fortelis shall acknowledge receipt of the complaint within 3 Business Days where applicable.

22.7.3 The complaint should include the Client's name, account number where applicable, contact details, a detailed description of the circumstances, date and time of the issue and the Client's preferred resolution.

22.7.4 Fortelis shall provide a final reply within 15 Business Days from receipt of a sufficiently detailed complaint.

22.7.5 If additional information is required, Fortelis may request such information from the Client. Delays attributable to insufficient information provided by the Client shall not count against Fortelis for the purposes of the response deadline.

22.7.6 In exceptional circumstances beyond Fortelis's control, this period may be extended up to 35 Business Days, provided that the Client is informed of the reasons for the delay and the expected date of the final reply.

22.7.7 If the Client is dissatisfied with the final reply or does not receive a reply within the applicable time limit, the Client may apply to the Bank of Lithuania or any other competent authority or court, subject to applicable law.

ANNEX NO. 1

PRICING

Effective date: 25 March 2026

This Annex No. 1 “Pricing” forms an integral part of the Agreement.

1. Plan Comparison

Item	Standard Plan	Scale Plan
Monthly turnover	Up to EUR 100,000	EUR 100,000 and more
Weekly fee	EUR 39 per week	EUR 99 per week
SEPA transactions	First 20 SEPA transactions per calendar month are free. After that: EUR 9 per transaction	First 30 SEPA transactions per calendar month are free. After that: EUR 5 per transaction

2. Terms Applicable to Both Plans

Fee / Service	Applicable fee / condition
SWIFT incoming payments	EUR 50 + 0.5% per incoming SWIFT payment
SWIFT outgoing payments	EUR 50 + 0.5% per outgoing SWIFT payment
FX for SWIFT payments	0% for EUR / 2% for other currencies
Virtual card top-up fee	1.5%
Plastic card top-up fee	3%
Card FX fee	3%
Card order fee	1 free virtual card + 1 free plastic card, then EUR 15 per additional card
Card replacement fee	EUR 15

Negative balance fee	0.03% per day, charged weekly
Minimum balance	EUR 500

3. Additional Provisions

3.1 For the purpose of plan determination, monthly turnover means the aggregate amount of all incoming and outgoing payments booked to the Client's Business Account during the last completed calendar month.

3.2 For the purpose of SEPA pricing, each incoming or outgoing SEPA payment is counted as one SEPA transaction.

3.3 Fortelis may apply individual pricing to certain Clients based on objective criteria, including business model, transaction profile, risk level, compliance requirements or other commercially justified factors.

3.4 Unless otherwise expressly agreed in writing, the fees set out in this Annex are charged automatically from the Client's Business Account in accordance with the Agreement.

3.5 All fees stated in this Annex are expressed in EUR, unless expressly stated otherwise.

PRIVACY POLICY

Effective date: 25 March 2026

1. ABOUT FORTELIS

This Privacy Policy explains how **Secure Nordic Payments, UAB**, legal entity code **303262295**, registered office at **Rinktinės g. 5, Vilnius, Republic of Lithuania**, acting under the brand **Fortelis** , collects, uses, stores, shares and otherwise processes personal data.

For the purposes of this Privacy Policy, **Secure Nordic Payments, UAB** is the **data controller**, unless this Privacy Policy expressly states otherwise.

Fortelis processes personal data in accordance with:

- Regulation (EU) 2016/679 (General Data Protection Regulation, **GDPR**); and
- applicable laws of the Republic of Lithuania relating to personal data protection, anti-money laundering and counter-terrorist financing, payment services and electronic money institutions. (EUR-Lex)

2. DEFINITIONS

In this Privacy Policy:

Account means an account opened in the Fortelis system.

Client means a natural person or legal entity using Fortelis services. Where the Client is a legal entity, this Privacy Policy also applies to personal data relating to its representatives, shareholders, beneficial owners, directors, employees, operators and other related individuals whose personal data is processed by Fortelis.

Mobile App means the Fortelis mobile application.

Personal Data means any information relating to an identified or identifiable natural person.

Services means the services provided by Fortelis.

Website means the website available at https://fortelis.com .

You means the person whose Personal Data is processed by Fortelis.

3. SCOPE OF THIS PRIVACY POLICY

This Privacy Policy applies whenever Fortelis processes Personal Data:

- when you visit or use the Website or Mobile App;
- when you register for an Account;
- when you apply for or use Fortelis Services;
- when Fortelis performs identity verification, due diligence, transaction monitoring, support, risk management or compliance activities;
- when you communicate with Fortelis by email, forms, support channels, telephone or otherwise.

This Privacy Policy forms part of the contractual and informational framework applicable to Fortelis Services, but it is not a substitute for the Terms and Conditions.

If you do not agree with this Privacy Policy, you should not use the Website, Mobile App or Services.

Fortelis may amend this Privacy Policy from time to time. Any updated version will be published on the Website and/or in the Mobile App, and, where required by law, Fortelis will also notify you by email or another durable medium.

4. DATA PROTECTION PRINCIPLES

Fortelis processes Personal Data lawfully, fairly and transparently. Personal Data is collected for specified, explicit and legitimate purposes and is not further processed in a manner incompatible with those purposes. Personal Data is kept accurate, limited to what is necessary, stored no longer than necessary and protected by appropriate technical and organisational security measures. These are core GDPR requirements. (EUR-Lex)

5. CATEGORIES OF PERSONAL DATA WE PROCESS

5.1 Registration and onboarding data

When you register, apply for an Account or apply for Services, Fortelis may process:

- name and surname;
- email address;
- telephone number;
- date of birth;
- personal identification number or equivalent identifier, where applicable;
- nationality;
- residential address and correspondence address;

- occupation and professional information;
- source of funds and other financial background information;
- company details, where relevant;
- account-related information;
- IP address and technical identifiers;
- any information and documents submitted during onboarding.

5.2 Identity verification and due diligence data

To comply with legal and regulatory obligations, Fortelis may process:

- copies of identity documents;
- document numbers, issuing and expiry dates;
- facial image, selfie or liveness verification data;
- signature;
- beneficial ownership information;
- politically exposed person and sanctions screening information;
- enhanced due diligence information;
- source of wealth and source of funds information;
- any other information required for customer due diligence, ongoing monitoring or legal compliance.

5.3 Account and transaction data

When you use the Services, Fortelis may process:

- account identifiers;
- payment and transaction history;
- payer and payee details;
- payment references and payment purposes;
- transaction amounts, currencies and dates;
- failed, blocked, returned or reversed payment information;
- card-related service information;
- information relating to account restrictions, suspensions, investigations and internal reviews.

5.4 Support and communication data

When you contact Fortelis, Fortelis may process:

- email and message history;
- support tickets;
- complaint details;
- call metadata and, where permitted, call recordings;
- any information you provide in correspondence.

5.5 Website, Mobile App and device data

When you use the Website or Mobile App, Fortelis may process:

- login history;
- session activity;
- visited sections;
- clicks and in-app behaviour;
- device information, including model, operating system and unique device identifiers;
- IP address;
- approximate or precise geolocation, where relevant and permitted;
- cookie and similar technology data.

5.6 Data relating to other individuals

If you provide Fortelis with Personal Data relating to another person, you must ensure that you are authorised to do so and that such person has been properly informed, where required by law. You remain responsible for the lawful disclosure of such data to Fortelis.

6. PURPOSES AND LEGAL BASES FOR PROCESSING

Fortelis processes Personal Data only where it has a valid legal basis under GDPR. The main legal bases used by Fortelis are:

- **performance of a contract**;
- **taking steps prior to entering into a contract**;
- **compliance with a legal obligation**;
- **legitimate interests**;
- **consent**, where consent is specifically required or obtained. (EUR-Lex)

6.1 To register you and open an Account

Fortelis processes registration and onboarding data to create your profile, review your application and open an Account.

Legal basis: contract; steps prior to entering into a contract; legal obligation.

6.2 To identify and verify you

Fortelis must identify and verify clients and certain related persons before and during the provision of regulated financial services.

Legal basis: legal obligation; legitimate interests in fraud prevention and platform security.

6.3 To provide the Services

Fortelis processes Personal Data to operate Accounts, execute transactions, provide payment services, issue and redeem electronic money, and administer client relationships.

Legal basis: contract; legal obligation.

6.4 To comply with AML/CTF, sanctions and regulatory obligations

As a regulated electronic money institution, Fortelis processes Personal Data for customer due diligence, transaction monitoring, sanctions screening, fraud prevention, suspicious activity reviews, regulatory reporting and recordkeeping.

Legal basis: legal obligation; legitimate interests where applicable.

6.5 To provide support and manage complaints

Fortelis processes Personal Data to respond to queries, provide support, investigate issues and manage complaints.

Legal basis: contract; legal obligation; legitimate interests.

6.6 To improve the Website, Mobile App and Services

Fortelis uses technical, behavioural and device data to maintain, test, analyse and improve functionality, usability, security and performance.

Legal basis: legitimate interests; consent where required for non-essential cookies or similar technologies.

6.7 To protect security and investigate misuse

Fortelis processes Personal Data to detect, prevent and investigate fraud, account misuse, unauthorised access, security incidents and breaches of applicable terms or law.

Legal basis: legal obligation; legitimate interests.

6.8 To send service-related notices

Fortelis may use Personal Data to send important notices, including legal, regulatory, security, operational and contractual updates.

Legal basis: legal obligation; contract; legitimate interests.

6.9 To send marketing communications

Where permitted by law, Fortelis may use contact details to send information about similar services, updates, campaigns or offers. Where required, Fortelis will ask for your consent before sending marketing communications.

Legal basis: consent and/or legitimate interests, depending on the specific communication and applicable law.

You may opt out of marketing communications at any time.

6.10 Profiling

Fortelis may use automated processing and profiling for risk scoring, onboarding, fraud prevention, transaction monitoring, sanctions screening and compliance decisions.

Legal basis: legal obligation; legitimate interests; contract where relevant.

Fortelis does not rely exclusively on automated decision-making producing legal or similarly significant effects without appropriate safeguards where GDPR prohibits this. (EUR-Lex)

7. WHEN PERSONAL DATA IS MANDATORY

Certain Personal Data is required by law or necessary for the provision of Services. If you do not provide mandatory Personal Data, Fortelis may be unable to register you, open an Account, verify your identity, provide the Services or continue the business relationship.

8. PERSONAL DATA RECEIVED FROM THIRD PARTIES

Fortelis may receive Personal Data from:

- identity verification providers;
- sanctions, AML and fraud screening providers;
- payment and banking partners;
- card issuers and processors;
- analytics, IT and infrastructure providers;
- public registers and official databases;
- publicly accessible sources, including official publications and, where relevant, open internet sources;
- your employer, company or authorised representative, where you are related to a corporate client.

Where Fortelis receives data from third parties, it processes such data in accordance with this Privacy Policy and applicable law.

9. HOW WE SHARE PERSONAL DATA

Fortelis may share Personal Data where necessary with:

- cloud hosting and infrastructure providers;
- identity verification and compliance providers;
- card issuing institutions and card service providers;
- payment institutions, credit institutions and correspondent banks;
- safeguarding banks and financial infrastructure participants;
- IT, security, communications and support providers;
- auditors, accountants, legal advisers and consultants;
- group companies and subcontractors;
- regulators, supervisory authorities, law enforcement bodies, courts and other competent authorities;
- other parties where disclosure is necessary for the provision of Services or required by law.

Some of these recipients act as **data processors** on behalf of Fortelis. Others act as **independent controllers** where they determine their own purposes and means of processing, for example certain financial institutions, verification providers, regulators or public authorities.

Fortelis requires processors to act only on instructions, maintain confidentiality and implement appropriate security measures.

10. INTERNATIONAL TRANSFERS

Fortelis primarily seeks to process Personal Data within the European Economic Area. Where Personal Data is transferred outside the EEA, Fortelis will ensure that appropriate safeguards are in place, such as:

- an adequacy decision;
- standard contractual clauses;
- another lawful transfer mechanism recognised under GDPR. (EUR-Lex)

11. DATA RETENTION

Fortelis retains Personal Data only for as long as necessary for the purposes for which it was collected, including compliance with legal, regulatory, accounting, dispute resolution and evidentiary requirements.

Retention periods may vary depending on the category of Personal Data and the applicable legal obligation. For example, under Lithuanian AML-related retention practice, certain customer

identification and due diligence data may be retained for **8 years after the end of the business relationship**. (kasos.lb.lt)

As a rule, Fortelis may retain:

- identification and verification data for the period required by AML/CTF law;
- transaction and account-related records for the period required by payment services, accounting, AML/CTF and other applicable law;
- complaints, support records and communications for the period necessary to manage claims, audits, disputes and legal obligations;
- technical logs and security records for a period appropriate to security, audit and incident-response needs.

Where data is no longer required, Fortelis will delete it or anonymise it, unless further retention is required by law.

12. YOUR RIGHTS

Subject to GDPR and applicable law, you may have the right to:

- request access to your Personal Data;
- request rectification of inaccurate or incomplete Personal Data;
- request erasure of Personal Data;
- request restriction of processing;
- object to processing carried out on the basis of legitimate interests;
- request portability of Personal Data where applicable;
- withdraw consent at any time where processing is based on consent;
- object to direct marketing;
- request information about profiling and automated decision-making, where applicable. (EUR-Lex)

These rights are not absolute. For example, Fortelis may be unable to delete or stop processing certain data where retention or processing is required by AML/CTF, payment services or other applicable laws.

To exercise your rights, you may contact Fortelis using the contact details set out below. Fortelis may ask you to verify your identity before acting on your request.

13. COOKIES AND SIMILAR TECHNOLOGIES

Fortelis may use cookies and similar technologies on the Website and Mobile App for:

- functionality;
- authentication;

- security;
- analytics;
- user experience improvements;
- marketing, where permitted.

Where required by law, Fortelis will ask for consent before using non-essential cookies or similar technologies. Further information should be provided in a separate Cookie Policy or Cookie Notice.

14. SECURITY

Fortelis uses appropriate technical and organisational measures designed to protect Personal Data against unauthorised or unlawful processing, accidental loss, destruction, damage, alteration or disclosure.

These measures may include access controls, encryption, logging, staff confidentiality obligations, contractual processor controls, security testing and incident-response procedures.

15. COMPLAINTS

If you have concerns about how Fortelis processes your Personal Data, you should first contact Fortelis or its Data Protection Officer.

You also have the right to lodge a complaint with the **State Data Protection Inspectorate of the Republic of Lithuania (VDAI)**, which is the supervisory authority for data protection matters in Lithuania. Its official contact details are published by VDAI. (vdai.lrv.lt)

If your concern relates not to personal data protection, but to the provision of financial services by a supervised financial market participant, you may also have the right to contact the **Bank of Lithuania** under the procedures applicable to financial-service complaints. (Lietuvos Bankas)

16. DATA PROTECTION OFFICER AND CONTACT DETAILS

If you have any questions about this Privacy Policy or the processing of your Personal Data, you may contact:

Data Protection Officer
Email: **dpo@fortelis.com**

For general support matters, you may use Fortelis's standard support channels.