

☑ info@magnetiqbank.com

Agreement On Banking Service Provision For Payment Service Providers

Client CIF A			
Date		Place	
AS Magnetiq Bank, registration number 50103189561,	legal address Brivibas street		
	(company name)		
Registration number			
The Client's representative	(name, surname)		
Personal code / date of birth		Place of birth	
Passport / ID card No.	Date	of issue	
Expiry date	Issuing country		
Issuing authority			
Position:			
Chairman of the Board / Member of the Board	Authorized person Dire	ctor Procurorator Other	,
acting in accordance with			
(date)		(the name of the docum	
The Client's representative			
	(name, surname)		
Personal code / date of birth		Place of birth	
Passport / ID card No.	Date	of issue	
Expiry date	Issuing country		
Issuing authority			
Position:			
Chairman of the Board / Member of the Board	Authorized person Dire	ctor Procurator Other	,
acting in accordance with			
(date)		(the name of the docume	
The Client's legal address:			
Street, house, apartment			
City	Country	Postal code	Country code
The Client's actual address:			
Street, house, apartment			
City	Country	Postal code	Country code
Phone +	E-mail		
Phone +	E-mail		

(hereinafter - Client) from the other hand acting of free will and in good faith, without mistake, fraud or duress conclude this Agreement On Banking Service Provision For Payment Service Providers (hereinafter - Agreement) with the following terms:

- 1. The Structure of the Agreement
- The Agreement on Banking Service Provision (hereinafter Agreement) is a bilateral agreement between the Client and the Bank, which consists of:
- Application; 1.1.1.
- Bank's General Terms of Service (hereinafter the Terms);

- 1.1.3. Bank's Tariffs:
- 1.1.4. Required Information for Client Compliance Survey (hereinafter RICCS);
- 1.1.5. Any Special agreement concluded between the Client and the Bank, as well as any annex or component of the Special agreement.
- 1.2. The term Agreement also means any Request to the Bank that is not related to any Special agreement concluded in writing;
- 1.3. In the case of contradictions between the Agreement and the Bank's General Terms of Service, the Agreement shall prevail. In the case of contradictions between the Agreement and the Special agreement, the Special agreement concluded between the Client and the Bank shall prevail;
- 1.4. In case of contradictions or inconsistencies between the Agreement in Latvian and a foreign language, the text in Latvian shall prevail;
- 1.5. References to any document in the Agreement, including, but not limited to, Application, Terms, Bank's Tariffs, RICCS, any Special Agreement, and respective annexes and components attached thereto, also include all amendments and any other changes thereto, as well as novations of the document;
- 1.6. The meaning of the terms and abbreviations used in the Agreement and the description of the Bank's services are set out in the Terms, Special agreement and the RICCS attached to the Agreement.

2. Subject of the Agreement

- 2.1. The subject of the Agreement is services offered by the Bank that the Client requests to be provided and which the Bank provides to the Client on the basis of the Agreement.
- 2.2. Each Application, Request or Special agreement signed by the Client and submitted to the Bank is an expression of the Client's will, without misrepresentation, deception or coercion, to be provided with the Bank's services;
- 2.3. The Agreement determines the mutual legal relations between the Client and the Bank regarding banking services provided to a payment institution by the Bank, as far as they are not determined by Special agreements concluded between the Client and the Bank for each specific service;
- 2.4. The Bank's services and respective descriptions are available on the Bank's website (www.magnetiqbank.com), at the places of provision of the Bank's services, or by asking the Bank's employees personally;
- 2.5. Banking services are provided on the basis of an Application, Request or Special agreement signed by the Client and submitted to the Bank;
- 2.6. The Client has the right to freely choose a Bank's service suitable for the Client or to refuse it, or to offer the Bank to agree on amendments thereto by concluding special terms under the Agreement;
- 2.7. The Bank has the right, in the cases provided for in the Terms, to suspend or refuse the provision of the Bank's services to the Client, as well as to unilaterally amend their content.
- 2.8. The Client is obligated to follow all rules, which in respect of the Agreement, Special agreement and Applicable Law are applicable to the banking service provided to the Client by the Bank.
- 2.9. Pursuant to Article 38 of the Payment Services and Electronic Money Law, a separate account shall be opened for the Client wherein only funds received from payment services users or for executing payments of other payment services providers will be held, and it will be separated from the money of other such persons who are not payment services users in whose name the funds are held. The assets in the account will not be included in the Client's property from which claims from other creditors of the Client are covered.

3. Service fees

- 3.1. The fees for the Bank's services are specified in the Bank's Tariffs. The binding Bank's Tariffs applicable to the Client shall be determined in accordance with the type of the Bank's service used by the Client;
- 3.2. The Parties may agree on individual Bank's Tariffs or terms of the Agreement by concluding special terms attached to the Agreement.
- 4. Terms of entry into force of the Agreement
- 4.1. The Agreement is considered concluded from the moment the Bank opens and activates an Account for the Client. The Bank shall notify the Client of the Account's activation via electronic mail. Additionally, the Client may request the Bank to notify the Client by phone;
- 4.2. By signing the Agreement, the Client undertakes to pay all necessary fees for opening an account and concluding the agreement, as well as provide additional information necessary for the conclusion of the Agreement as requested by the Bank, including, but not limited to, specifying additional details stated in the Client's interview and application forms;

4.3. The term of the Agreement, dispute resolution procedures and other provisions stated in the Agreement are stipulated in the Terms, RICCS, and Special agreement concluded between the Client and the Bank, which the Client has approved and accepted as binding by signing the Agreement;

Client warranties

5.1. The Client warranties and the Bank affirms that the funds received by Client for making the payments from payment service users or another payment service provider, as well as from electronic money holders are not included in the property of the Client from which other claims of creditors of the Client or third parties are satisfied and expenses of insolvency proceedings or liquidation are covered.

By signing the Agreement, the Client confirms that:

- 5.2. The Client is informed that, in accordance with the Terms, this document and its attachments are an integral part of the Agreement;
- 5.3. The Client has read the provisions of the Agreement, which consist of the Terms, the Bank's Tariffs, the Application, RICCS or the Special agreement, and all respective annexes and components attached thereto, agrees with them and acknowledges them as binding;
- 5.4. Prior to signing the Agreement, the Bank has informed and explained the provisions of the Agreement to the Client, including the Client's rights, obligations and the amounts of the Bank's commission specified in the Bank's Tariffs;
- 5.5. Prior to signing the Agreement, the Bank has informed the Client about the possibility to agree on amendments to the provisions of the Agreement, entering them as special terms in the Agreement;
- 5.6. The Client agrees that the Bank uses the Client's e-mail address, postal address and telephone number specified in the Agreement to inform the Client about the services offered by the Bank.
- 5.7. The Client authorizes that the Bank processes (collects, stores, records, submits, transfers, transmits, etc.) the Client's data and other persons' data submitted by the Client, as well as in accordance with Applicable legal acts requests and receives the above-mentioned data and other information from the third parties and processes it.
- 5.8. The Bank has the right to transfer the Client's personal data to third parties, if the Bank considers it necessary for the provision of services or debt recovery from the Client. The Client confirms that, he/she has the right to transfer data of other natural persons to the Bank, for that he/she has received all necessary consents;
- 5.9. The Client agrees to provide additional information if the Bank so requests within the timeframe as either determined in the RICCS or stated by the Bank in its request in order to clarify the information specified in and/or for the purposes of the Agreement;
- 5.10. The Client agrees to provide information and fulfil the requirements as stated in the RICCS attached to the Agreement in the amount and manner specified therein. The Client agrees that the Bank maintains the right to change the contents of the RICCS unilaterally by notifying the Client through the Internet Bank system in the manner laid down in Clauses 2.2.-2.4. and Clauses 2.6.-2.7. of the Terms.
- 5.11. The Client undertakes without delay to inform the Bank in writing of any changes in the information about the Client as declared in the Client's Application, including, but not limited to, the Client's management structure, ultimate beneficial owner, business model;
- 5.12. The Client affirms that all information provided in the Agreement is true, complete and accurate, the Client has read the Terms, Bank's tariffs, the RICCS, and confirms that the Agreement and any Special agreement concluded between the Client and the Bank is understandable and binding on the Client.
- 5.13. Communication with the Client may be done by post at the Client's legal address, phone number electronic mail

On behalf of the Client:

Client's representative				1		
	(position)	(name, surname)	(signature)	<i>'</i>		
Client's representative						
	(position)	(name, surname)	(signature)	Seal		
Special conditions (separate attachment) (attachment No, date						
To be completed by a representative of the Bank, who identifies the Client.						
The document has been signed in my presence. I confirm the identity and signature / -s of the Client / Client's representative / -s.						
-	•					
(The Ba	ink representative position, name, surname)	(signature)	(date)			