

SPECIFIC TERMS – ELECTRONIC MONEY ACCOUNT SERVICES

What this document means to you?

These terms and conditions are the Specific Terms applicable to our provision of the E-Money Services to you. These Specific Terms are subject to and supplement the General Terms and form part of your Agreement with us.

The Specific Terms are part of the overall Agreement which includes other relevant agreements such as: Application Form, Pricing Schedule, General Terms, Privacy Policy, Cookie Policy, and all Specific Agreements, if applicable. The Specific Terms are general in nature and may be substituted by a Specific Agreement governing relationship while providing the E-Money Services as outlined under the Specific Terms. In such case, a Specific Agreement shall have primacy over the Specific Terms.

1. SCOPE OF THE E-MONEY SERVICES

1.1 These Specific Terms govern the relationship between us and you in relation to:

1.1.1. the E-Money Account Services, and

1.1.2. the Card Services,

1.1.3. the Payment Services (together, the "E-money Services").

1.2 In return for you paying the Fees to us, we shall provide the E-money Services as well as arrange the provision of the various Third Party Services connected to the E-money Services detailed in these Specific Terms.

2. DEFINITIONS

2.1 In these Specific Terms, the following terms shall (unless the context otherwise requires) have the following meanings:

"Application Form"– the application form provided by us, pursuant to which you apply for the provision of the E-Money Services.

"Authorised User"– any individual authorised by you to operate the E-Money Services and have access to Novatum Electronic Money Account and Electronic Platform on your behalf.

"Card Services" – means the services we carry out to have Transact issue a Card to you that you can use in conjunction with your Novatum Electronic Money Account and to process your instructions made via that Card.

"Card"– any and all cards issued by a Transact that enable you to initiate transfer instructions in relation to your Novatum Electronic Money Account.

"Cardholder Agreement" – means the terms and conditions between you and Transact in relation to their issuing Cards to you, as detailed in Appendix 3, and which you enter into as part of the E-Money Services.

"Direct Debit Collection Terms" – means the terms and conditions between you and ModulR in relation to their Direct Debit Collection Services.

"Electronic Platform"– online platform accessible via web or an app operated by us, where you may review and access your Novatum Electronic Money Account, communicate with us, and submit instructions in relation to the E-Money Services etc.

"Novatum Electronic Money Account Agreement" – means the terms and conditions between you and Modulr in relation to their issuing you with electronic money, as detailed in Appendix 1, and which you enter into as part of the E-Money Services.

"E-Money Account Services" – means the services we carry out to enable you to access and operate the Novatum Electronic Money Account.

"E-Money Services" – means the services detailed in clause 1.1, which include, but are not limited, to arranging both the provision of the Novatum Electronic Money Account and the execution of instructions in relation to the Novatum Electronic Money Account, as well as any other services you and we may agree from time to time.

"Fees"– the fees, charges, commission or other payments as described in the Specific Terms which are due to us from you.

"Modulr" means

(a) in relation to a Novatum Electronic Money Account denominated in GBP, Modulr FS Ltd (company number: 09897919), authorised and regulated by the FCA for electronic money and payment services (FRN: 900573), a company incorporated in England and Wales with registered address Scale Space, 58 Wood Lane, London W12 7RZ

(b) in relation to a Novatum Electronic Money Account denominated in EUR, Modulr FS Europe Ltd (company number: 638002), regulated by the Central Bank of Ireland for issuance of electronic money, a company registered in Ireland with registered office 6th Floor, 2 Grand Canal Square, Dublin 2.

"Novatum Electronic Money Account"– means the electronic money account opened with the Modulr FS Limited in accordance with these Specific Terms and the Novatum Electronic Money Account Agreement.

"Payment Services" – means the services to:

(c) arrange the execution of transactions on your Novatum Electronic Money Account; and

(d) carry out foreign currency exchanges to allow you to convert electronic money you hold in one currency into another currency as part of making payments to other Novatum Electronic Money Accounts and/or third parties;

"Pricing Schedule"– means either:

(e) the Fees webpage available at: <https://novatum.uk/pricing>; or

(f) if it is included, the appendix to the Specific Terms titled 'Pricing Schedule' which sets out the Fees and prices for the E-Money Services supplied under these Specific Terms.

"Security Credentials"– the security measures to be used by you in relation to accessing the E-Money Services and authenticating your instructions thereunder.

"Specific Agreement" – any agreement overseeing the relationship and/or regulating the terms and conditions applicable to a certain Service, as entered into by and between us and you.

"Third Party Supplier" – means a third part whom we arrange to provide you with services to support and enable the provision of the E-Money Services.

"Transaction"– means:

(g) a transfer of the funds from/to the Novatum Electronic Money Account; and

(h) the acquisition of additional electronic money in the Novatum Electronic Money Account, by the means of instructions submitted via the Electronic Platform.

"Transact " means:

(i) if you are resident in the United Kingdom, Transact Payments Limited (company number: 108217), authorised by the Gibraltar Financial Services Commission as an electronic money institution, a company incorporated in Gibraltar with registered address 6.20 World Trade Center, 6 Bayside Road, Gibraltar, GX11 1AA 7, or

(j) if you are resident in the European Union, Transact Payments Malta Limited (company number 91879), authorised by the Malta Financial Services Authority, a company incorporated in Malta with registered address Vault 14, Level 2, Valletta Waterfront, Floriana, FRN 1914

2.2. The definitions contained in the General Terms shall also apply to the Specific Terms.

3. OUR RESPONSIBILITIES

3.1 We undertake to provide an Electronic Platform through which we can:

3.1.1. arrange for Modulr to open an Novatum Electronic Money Account in your name;

3.1.2. arrange for Transact to issue you with of one or more Cards that are connected to your Novatum Electronic Money Account. These will allow you to initiate Transactions on the Novatum Electronic Money Account in the same way that you would with other payment cards;

3.1.3. allow you to operate the Novatum Electronic Money Account, including giving instructions about the Transactions you want to carry out; and

3.1.4. provide foreign exchange services to allow payments from your Novatum Electronic Money Account to be made in a different currency to that which your account is in (subject to us making the different currency available).

4. YOUR WARRANTIES

4.1 You hereby represent and warrant that:

4.1.1. You are using the E-Money Services for your personal benefit and are not accessing them for and on behalf of another person;

4.1.2. You are resident in/have a permanent establishment and/or business registration in the country referenced as your address in the Application Form;

4.1.3. You will pay all relevant taxes as required by applicable law relating to your use of the E-Money Services;

4.1.4. You will not use the E-Money Services for any fraudulent or illegal purposes and have appropriate systems and controls in place to prevent your use of the E-Money Services being used for the purposes of money laundering;

4.1.5. You will not use the E-Money Services to speculate on changes in currency prices or to try and generate a profit from currency conversions;

4.1.6. You will comply with all requirements and rules of our Third Party Suppliers. To the extent any requirements or rules require a change in where you are located or contracting entities, you undertake to comply with such requirements and will execute all such documents as required by us in order to ensure compliance with such requirements and rules or any applicable law. Such document(s) may include, but are not limited to, the execution by you of a novation agreement replacing your legal entity with another entity, after a reasonable request provided by us.

4.2 Where we ask for it, you shall provide evidence of compliance with the above provisions in the form we request.

5. YOUR RESPONSIBILITIES

5.1 You undertake to:

5.1.1. Adhere to and comply with the provisions of these Specific Terms;

5.1.2. Adhere to and comply with any relevant Third Party Terms, as may be from time to time notified by us;

5.1.3. Refrain from any conduct which is capable of damaging the reputation or goodwill of us or any Third Party Suppliers;

5.1.4. Respond promptly to all requests for information under these Specific Terms and any Third Party Terms.

5.2 Whilst we will send you statements about related to the E-Money Services, you are ultimately responsible for maintaining your own accounting records related to the E-Money Services.

5.3 Upon the termination of the Specific Terms for whatever reason, we will have no obligation to retain, store or make available to you any data, records or other information in connection with any of the E-Money Services, beyond what is required by us under applicable law.

6. YOUR SECURITY CREDENTIALS

6.1 We shall issue you with Security Credentials to access the Electronic Platform. You will provide these Security Credentials when accessing the Electronic Platform to authenticate yourself and to confirm your instructions in respect of the E-Money Services.

6.2 You shall ensure that the Security Credentials are not disclosed to any other person. You shall take all reasonable actions to ensure that there is no unauthorised use of the Security Credentials or of any other confidential information employed in the provision of E-Money Services.

6.3 If you suspect that there may be or has been or are aware that there has been unauthorised use of the Security Credentials or of any other confidential material or information used in the provision or use of E-Money Services, you shall notify us immediately by means of a telephone call, together with the email correspondence following without undue delay. We will use all reasonable endeavours to prevent unauthorised use of the E-money Services upon receiving such notification.

6.4 You are solely responsible for establishing and applying adequate security systems and procedures:

6.4.1. to comply with the provisions of this Clause;

6.4.2. for monitoring all use of or access to the E-Money Services and Electronic Platform in order to ensure that any Authorised User is using or accessing the E-Money Services within the limits of their authority and that no instructions have been submitted which would indicate that unauthorised persons are in possession of Security Credentials; and

6.4.3. in relation to data and information after it has been accessed via, or printed or downloaded from the Electronic Platform.

6.5 Unless stated otherwise, we are not responsible for losses you suffer resulting from any unauthorised activity in connection with the Novatum Electronic Money Account and Electronic Platform (including use of Security Credentials). You must therefore keep your Security Credentials confidential and take all measures necessary to prevent unauthorised third parties accessing the Electronic Platform.

6.6 You acknowledge and agree that without limitation we have a right to suspend the provision of E-Money Services and/or take such other steps as we consider necessary if you have acted fraudulently, and either intentionally or negligently, failed to comply with the provisions of the Specific Terms (including failing to protect your Security Credentials under this Clause, or failing to notify us of the unauthorised Transactions). You may be liable for the costs associated with these actions.

6.7 You shall inform us immediately via the Electronic Platform or by sending email to support@novatum.uk of revocation of any Authorised User's authority. You shall be liable for all actions of an Authorised User that are carried out within their authority until you notify us that they may no longer act on your behalf.

6.8 We may share any notifications under this Clause with our Third Party Suppliers where we, in our reasonable opinion, consider that the services you receive from them may be compromised.

7. INFORMATION ABOUT YOU

7.1 In order to comply with legal and operational requirements of combating money laundering and terrorist financing we must possess sufficient information about you and verify that information. As a part of our due diligence, we must obtain and verify the information regarding your identity, as well as the information on any directors, shareholders, ultimate beneficial owners.

7.2 Where you are a legal entity, you may authorise a number of persons to have access to the Novatum Payment Account and establish a multiple-signature requirement for the submission and authorisation of instructions. In such an instance, each of the representatives must undergo our identification and verification procedure.

7.3 If you wish to allow a third party to manage your E-Money Services for you, you must register that third party with us and they must go through the same identification and verification procedure as you before we give them access.

7.4 You are responsible for providing and maintaining accurate information in the Electronic Platform. It is your responsibility to take all reasonable measures to notify in a timely manner regarding any of changes to the information you have previously supplied. Any change or amendment to such information must be communicated without undue delay to us in accordance with the terms of the Agreement.

7.5 You undertake to immediately inform us in writing of any changes to the identification and verification information you or your representatives have provided. You must also provide all corresponding documents, in particular of any changes to the name/company name, civil status, nationality or address/registered office, commercial purpose to prove the change.

7.6 You shall cooperate in good faith with all requests and in a timely manner provide the information as is requested by us. If you fail to do so, we are permitted to suspend the provision of the E-Money Services to you (and instruct the Third Party Suppliers to do the same).

7.7 We may, upon request by a competent authority or a third party with a justified interest, disclose to such personal data that is necessary to identify and contact you for the purposes of our and their compliance with anti-money laundering and terrorist finance requirements

8. PAYMENTS DUE FROM YOU

8.1 The Fees applicable to the Specific Terms are set out in the Pricing Schedule.

8.2 All applicable Fees, charges and other payments from you to us are immediately due and payable on the provision of the relevant E-Money Service.

8.3 Unless agreed otherwise between us and you, all Fees, charges and other payments are exclusive of VAT and any other taxes under any applicable law. You will be solely responsible for paying any applicable taxes.

8.4 We have a right to from time to time amend the Fees and/or introduce new charges, in accordance with the terms of the Agreement.

9. OPENING AN NOVATUM ELECTRONIC MONEY ACCOUNT

9.1 Upon commencement of these Specific Terms, we will arrange for an Novatum Electronic Money Account to be opened in your name with Modulr.

9.2 Modulr acts as the issuer of the E-Money for that Novatum Electronic Money Account and will be the entity which provides the Novatum Electronic Money Account to you. The provision of the Novatum Electronic Money Account shall be subject to the Novatum Electronic Money Account Agreement in Appendix 1.

9.3 The Novatum Electronic Money Account Agreement is an agreement between you and Modulr. You acknowledge and agree that you by entering into these Specific Terms you shall also enter into and comply with the Novatum Electronic Money Account Agreement set out in Appendix 1.

9.4 The Novatum Electronic Money Account and its operation are the responsibility of Modulr. We accept no responsibility or liability for the deficient performance of the instructions we communicate on your behalf (subject to our responsibilities to communicate your instructions in full).

9.5 You may have only one Novatum Electronic Money Account in your name in each available currency as part of the E-Money Services.

10. SUBMITTING INSTRUCTIONS RELATING TO YOUR NOVATUM ELECTRONIC MONEY ACCOUNT

10.1 You will be able to submit instructions in relation to your Novatum Electronic Money Account via the Electronic Platform. We will receive such instructions and put them into effect, as appropriate, with Modulr on your behalf.

10.2 Subject to the below, any communication, including any order/instruction, from you to us in relation to the E-Money Services must be made via the Electronic Platform. The Electronic Platform shall specify what information you must provide in order for the instruction to be deemed valid.

10.3 In general, and unless agreed to the contrary, we are not obliged to carry out instructions received by other means. If we do permit you to use another method, this shall be subject to the provisions specified in the General Terms

10.4 In all cases, you will be solely liable for any damages caused by the transmission of false, inaccurate, misleading, outdated or incomplete data.

10.5 If we have to verify the authenticity, accuracy, validity, and completeness of documents received from or handed out on your behalf, or if we have to translate them, we shall only be liable for losses you have suffered as a result of these actions if they were carried out with gross negligence.

11. PAYMENT INSTRUCTIONS RELATING TO YOUR NOVATUM ELECTRONIC MONEY ACCOUNT

11.1 When we carry out your instructions, these will be:

11.1.1. subject to the completion of our and any Third Party Supplier's verification and processing procedure (which may cause some delays, but we shall not be liable for these),

11.1.2. effected in accordance with the practices and rules of the market to which they relate; and

11.1.3. effected in accordance with the agreements you may have with any Third Party Suppliers.

11.2 The instructions you submit must be complete, accurate and precise in order to avoid mistakes. If we consider the information provided by you in this respect to be inadequate, inaccurate or doubt that they have come from you, we may reject the instruction or delay the

execution of any instruction without incurring any liability, pending receipt of the necessary additional information and performing review and analysis henceforth.

11.3 We may refuse to arrange the execution of an instruction or suspend the execution if the instruction relates to transactions or products which we do not work with in the ordinary course of its business, or if you have failed to comply with your Agreement or any agreement with any Third Party Supplier involved in the instructions.

11.4 Instructions will be generally effected within the same business day as more specifically described in the Electronic Platform, except where market practices or contractual agreements require otherwise. You should bear in mind that in certain instances submitted instructions will be effected via Third Party Suppliers (in accordance with their agreements with you) and therefore may take longer than anticipated. We will not be liable for any losses you suffer as a result of these delays.

11.5 Some laws, regulations or international payment systems require the person placing the order and the beneficiary to be identified. You agree and acknowledge that where an instruction relates to the transfer of funds we may have to disclose your personal data on the transfer documents.

12. ISSUING CARDS TO YOU

12.1 You may use the Electronic Platform to ask us to arrange for one or more Cards be issued in respect of your Novatum Electronic Money Account opened as part of the E-Money Services.

12.2 We will, in conjunction with our Third Party Suppliers, consider your application and may decide, in our absolute discretion, to accept or reject your application. Where we reject your application, we are under no obligation to inform you of the reasons why.

12.3 Where your application is approved, the Card shall be issued by Transact, and by requesting for a Card to be issued, you acknowledge and agree that you shall enter into and comply with the Cardholder Agreement set out in Appendix 3. This Cardholder Agreement is an Agreement between you and Transact who acts as the issuer of the Cards and governs your use of the Card.

12.4 Where a Card is issued to you by Transact under the Cardholder Agreement, this Card can be used to initiate payments from your Novatum Electronic Money Account. This means that you can use to settle your transactions with third parties (for example, where you use the card to complete a purchase of goods or services), with the payment coming from your Novatum Electronic Money Account.

12.5 When you use the Card this will be treated as you submitting an instruction for a transfer to be made from your Novatum Electronic Money Account to the person you have presented the Card to. This transaction shall be executed in accordance with the Novatum Electronic Money Account Agreement, and settled in accordance with the Cardholder Agreement.

12.6 Where you are issued a Card, you agree and acknowledge that the Card is the Transact's property and can be subject to their cancellation at any time (at their discretion). We accept no responsibility or liability for their decision to cancel a Card.

12.7 Where you are informed that your Card has been cancelled, or upon termination of the Cardholder Agreement you shall, at your sole expense:

12.7.1. immediately return any cancelled Cards in your possession to us;

12.7.2. notify any agent of yours currently in possession of a Card to return all cancelled Cards in their possession to us; and/or

12.7.3. destroy any remaining unused Cards.

13. PAYMENTS FROM YOUR NOVATUM ELECTRONIC MONEY ACCOUNT

13.1 Where you submit a valid instruction to make a payment from your Novatum Electronic Money Account executed in accordance with the Novatum Electronic Money Account Agreement.

13.2 Execution will be completed in the timescales specified on the Electronic Platform and/or within the Novatum Electronic Money Account Agreement.

13.3 When arranging the execution of a payment from your Novatum Electronic Money Account Agreement we will tell Modulr the execution method to use (based on the characteristics of the payment, including its value and the location of the intended recipient). A list of the payment systems we use is detailed on the Electronic Platform.

13.4 We reserve the right to impose, at our sole and absolute discretion, certain transaction limits. If an instruction would breach a transaction limit, we are entitled to deem it invalid and reject that instruction.

13.5 You have a right to request an increase of the limits by contacting support team via the Electronic platform or by sending an email to support@novatum.uk. We, in our absolute discretion, may decide to increase or not to increase the transaction limits based on your request. We are not obliged to give you any reasoning for our decision.

13.6 When making an instruction to transfer a payment to a third party, you shall indicate in transfer instructions

13.6.1. the beneficiary's payment service provider, including the Bank Identifier Code (BIC), the International Bank Account Number (IBAN) or local account number,

13.6.2. the name, address of the person/entity deemed to be making the payment

13.6.3. the account number of the Novatum Electronic Money Account from which the payment will be made,

13.6.4. the value to the transaction to be made,

13.6.5. the date on which it is to be executed, and

13.6.6. the currency in which it is to be executed.

If the aforementioned information is not provided by you, we shall not bear any liability for any damage resulting therefrom and may decide not to proceed with the instruction.

14. PAYMENTS FROM YOUR NOVATUM ELECTRONIC MONEY ACCOUNT IN DIFFERENT CURRENCIES

14.1 Where you submit a payment instruction to:

14.1.1. transfer funds between Novatum Electronic Money Accounts you hold in different currencies; or

14.1.2. make a payment in a currency that is different to the currency of the Novatum Electronic Money Accounts being used to make the payment, we will treat this as two consecutive instructions:

14.1.3. the first being an instruction for a payment to be made to us so that we enter into a foreign exchange transaction with you. This foreign which will convert a sufficient amount of funds from their original currency into the intended transaction currency so that you can complete your intended transfer, and

14.1.4. then a second to transfer the resulting transaction proceeds to the account you have specified.

14.2 We will effect these instructions in accordance with the Foreign Exchange Services Terms set out in Appendix 3.

15. PAYMENTS TO YOUR NOVATUM ELECTRONIC MONEY ACCOUNT

15.1 Payments to your Novatum Electronic Money Account shall be credited in accordance with the Novatum Electronic Money Account Agreement.

15.2 Funds shall only be credited to your Novatum Electronic Money Account (with the relevant value dates) once they have actually been received by us or Modulr in an account we/they control.

15.3 Where a payment is denominated in a currency that is different to the currencies in which your Novatum Electronic Money Account is denominated, Modulr will convert those funds into the correct currency (in accordance with the Novatum Electronic Money Account Agreement) prior to crediting your Novatum Electronic Money Account.

15.4 You shall verify that all payments you receive are correct. You must submit a written complaint to us if a settlement has not taken place

15.4.1. If you are a consumer, micro-enterprise or charity, you must do this within thirteen months of the agreed date for disbursement of payment; or

15.4.2. If you do not fall into one of the categories, you must do this within one month of the agreed date for disbursement of payment.

If you fail to submit a complaint within the relevant timeframe, we have no obligation to accept a complaint that is made after this point, unless the error(s) is caused by our gross negligence or wilful misconduct. This provision does not affect any rights you may have under Third Party Terms.

15.5 You acknowledge and agree that funds may be subject to taxes, duties, restrictions and other measures applied by the authorities of the country from which a payment originates or is transferred via; we bear no responsibility, nor makes any commitment towards you in relation to such measures or any other measures beyond our control.

15.6 You acknowledge that we are subject to supervision by foreign authorities and foreign jurisdictions in connection with the E-Money Services and that funds held by us or a Third

Party Supplier for your benefit can be subject to investigations and measures, including information bans, freezing orders, seizures or sequestrations in foreign countries. You accept all consequences of such compulsory measures and that these may have the effect of there being a delay to funds being credited to your account and/or being blocked or even debited from the Novatum Electronic Money Account.

15.7 Where you wish to collect direct debit payments to your Novatum Electronic Money Account, you agree and acknowledge that you will enter into the Direct Debit Collection Terms

16. ERRORS

16.1 Please see the Novatum Electronic Money Account Agreement for additional provisions detailing how errors will be resolved in respect of your Novatum Electronic Money Account.

16.2 You must tell us immediately of errors, discrepancies and irregularities that appear in any documents, account statements or other electronic communications addressed to you in relation to the E-Money Services. You should also do the same if there is any delay in receiving communications from us.

16.3 We are authorised to correct any material errors we make by inputting the proper value date even if the Novatum Electronic Money Account balance has already been expressly or tacitly approved.

16.4 Similarly, if by mistake, a transfer instruction has been executed twice, we are authorized to correct such error as an undue payment.

16.5 If, after such a re-entry into the records, your Novatum Electronic Money Account shows a debit balance, this balance will be immediately and automatically due, without formal notice. You will correct this by placing the appropriate level of funds into your Novatum Electronic Money Account as soon as reasonably practicable

16.6 You may not object to a request from us to refunding a payment and/or top-up your Novatum Electronic Money Account by claiming that you have already disposed of the funds mistakenly credited to your Novatum Electronic Money Account or that you could in good faith believe that the funds belonged to you.

17. SECURITY

17.1 We reserve the right to freeze all funds, or a part thereof, relating to your Novatum Electronic Money Account and/or withhold from you any payment due to you under the Specific Terms if in our reasonably exercised judgment

17.1.1. you are or may be (intentionally or otherwise) engaged in a fraudulent or suspicious activity, and/or

17.1.2. there is a risk that you will be unable or unwilling to meet your contractual obligations under the Agreement, Specific Terms or any Specific Agreement you may have with us.

17.2 In addition to our rights in Clause 17.1, we shall be entitled to take any other action we reasonably consider necessary in order to combat the risk of fraudulent or suspicious activity, including, but not limited to:

17.2.1. refusing or rejecting instructions you provide in relation to the E-Money Services;

17.2.2. suspending or stopping the provision of the E-Money Services to you; and

17.2.3. introducing additional authorisation procedures.

17.3 In all cases, provided we are permitted to do so under applicable law, we shall provide you with prior notice of taking such actions. If this is not permitted, then we may notify you in writing of the action we have taken after it has occurred, subject to applicable law.

18. SET-OFF

18.1 You hereby irrevocably authorise us, from time to time without notice and both before and after demand, to set off by whatever means the whole or any part of your liabilities to us under the Agreement, the Specific Terms or any other agreement, against any payment due to you or against any sums (whether or not related to the Transaction that gave rise to the liability) held by us or owed to you under the Specific Terms or any accounts.

18.2 Any credit balance held as part of the E-Money Services will not be capable of being used until you have satisfied your outstanding liabilities to us and any Third Party Supplier.

18.3 You are not entitled to any form of set-off in respect of any of our liabilities under the Specific Terms or any other agreement against any amounts due to us from you.

18.4 Any exercise of our rights under this Clause shall be without prejudice and in addition to any other rights or remedies available to us under the Specific Terms or otherwise.

19. INDEMNITY AND LIMITATION OF LIABILITY

19.1 You will indemnify and hold us harmless and indemnified from, against and in respect of all and any losses in relation to any claims and any other legal actions:

19.1.1. brought against us by a Third Party Supplier, regulatory authority or any other third party, to the extent such claims arise out of or in consequence of or in connection with any breach of the requirements or failure by you to comply with:

(a) **a breach** of these Specific Terms;

(b) **a breach** of any Third Party Terms;

(c) **a regulatory** authority's requirements; or

(d) **relevant law**, and any reasonable steps taken in the protection of our interests in connection with any such breaches;

19.1.2. relating to the enforcement or attempted enforcement of the Specific Terms;

19.1.3. relating to any reasonable steps taken in the protection of our interests in connection with any allegation of fraud made in relation to you.

19.2. We shall have no liability to you in respect of any of all and any losses you incur as a result a Third Party Supplier's performance, or failure to perform, any services they have agreed to provide to you under any Third Party Terms.

19.3. All of the provisions contained in this Clause are in addition to those outlined under the Specific Terms and the Agreement and in no way do limit the scope of indemnification in other places of the Specific Terms and the Agreement.

20. TERMINATION

20.1 Without prejudice to the foregoing or any other termination rights we have under the Agreement, we reserve the right to exercise immediate termination of the E-Money Services:

20.1.1. In the event of termination by one or more Third Party Suppliers of their relationship with you;

20.1.2. In the event of the Electronic Platform not being accessed for a period of at least 60 calendar days;

20.1.3. If you violate the terms and conditions of the Specific Terms, including (without limitation), failure to pay to us any Fees, charges, and/or amounts due under the Specific Terms;

20.1.4. If any event or a series of events occur, which in our sole and absolute discretion may affect your ability or willingness to comply with any of his obligations under the Specific Terms or may damage our reputation or that of any Third Party Supplier;

20.1.5. If you prejudice in any way our rights in terms of the Specific Terms to debit your account with any sums/payments due by you;

20.1.6. If original or certified or apostilled documents are requested from you and such documents are not received at our registered address within thirty (30) days from the date of contract. In this instance, we also reserve the right to freeze funds and/or withhold any payments due to you as per the Specific Terms;

20.1.7. For any reason valid at law.

20.2 Termination of the Specific Terms will not affect the liability of any of the parties towards the other party existing at such date of termination.

20.3 If the Specific Terms ends, you must promptly return to us all equipment and materials supplied by us and must pay us immediately all and any amounts due under the Specific Terms.

20.4 Where the Specific Terms are terminated, we will also instruct each Third Party Supplier to terminate their Third Party Terms with you. The manner in which such terminations will occur shall be subject to those Third Party Terms.

APPENDIX 1

Novatum Electronic Money Account Agreement

APPENDIX 2

Cardholder Agreement

APPENDIX 3

Foreign Exchange Services Terms

These terms detail the basis on which we will enter into transactions with you to exchange

one currency for another and then transfer the proceeds of the exchange according to your instructions.

1. PLACING A FOREIGN EXCHANGE ORDER

1.1 Where you are treated under the Specific Terms as submitting a request for us to convert a currency for you as part of a transaction you are making, we will not be bound to provide you with foreign exchange transaction until we have accepted your instructions.

1.2 You are able to submit an instruction for a currency conversion by submitting a valid transaction instruction in relation to a Novatum Electronic Money Account on the Electronic Platform where the currency of the transaction differs from the currency the Novatum Electronic Money Account is denominated in.

1.3 When you do confirm at the Electronic Platform the transaction, which is being currency conversion or contains currency conversion as a part of the whole transaction, you will be deemed to have consented to and submitted your instruction to transfer the funds from your Novatum Electronic Money Account to us so that we can carry out the conversion and for us to then remit the funds on to their intended recipient account.

1.4 We shall be deemed to have received submitted instructions in accordance with the following principles:

1.4.1. if you and we agree that execution of the Transaction is to take place —

(a) on a specific day;

(b) on the last day of a certain period; or

(c) on the day on which you have put funds at our disposal, the time of receipt is deemed to be the day so agreed, unless it is not a Business Day in which case it will be deemed to be received on the next applicable Business Day.

1.4.2. In other cases:

(a) if the transaction can be executed using a payment system that operates on a 24/7 basis (for example Faster Payments), then it will be received on the same day that you give us the instruction

(b) if the transaction can only be executed using a payment system doesn't operate on a 24/7 basis (for example CHAPS) then:

(i) if an instruction is submitted before 1600GMT on a Business Day, it will be deemed to be received on the same day; or

(ii) if an instruction is submitted after 1600GMT on a Business Day or at any time on a non-Business Day, it will be deemed to be received on the next applicable Business Day. We will tell you on the Electronic Platform when we will be treated as receiving your instruction as part of you submitting it.

1.5 Any instruction you submit will be at your own risk. We shall be entitled to rely on and treat as genuine any instruction which we believe in good faith you have placed. You agree

that we are not under any duty to make enquiries about any instructions or other matters which we reasonably believe are your genuine instructions.

1.6 We can refuse to act on any instruction if:

1.6.1. you have not provided us with all the requested information in respect of that conversion/transfer;

1.6.2. you have insufficient funds in place to complete the conversion;

1.6.3. we have a good reason for thinking that you did not give us the instruction;

1.6.4. the instruction is not clear, is incomplete or not in the required form;

1.6.5. we believe that by carrying out the instruction we might break a law, regulation, code or other duty which applies to us;

1.6.6. we reasonably suspect fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws; or

1.6.7. we reasonably believe that carrying out the instruction may damage our reputation.

1.7 If we refuse to act on your instructions, unless there is a security or other legal reason we cannot do so, we will notify you by either letter, telephone, e-mail or any other form of communication we agree and if possible give our reasons for doing so.

1.8 You can obtain information about the refusal and, where appropriate, our reasons for refusing to act on your instructions, along with information on how to correct any errors that led to the refusal, by contacting us in person or by telephone (unless a legal reason or certain other limited circumstances beyond our control prevent us from providing you with this information).

2. CARRYING OUT THE FOREIGN EXCHANGE CONVERSION

2.1 Where the instruction is accepted, the foreign exchange transactions will be made using a reference exchange rate, which will be the real exchange rate plus some extra exchange fee (if one applies), depending on your tariff

2.2 The foreign exchange rate(s) applicable at any specific point in time can be viewed inside specific transaction receipt or in your account statement on the Electronic Platform during .

2.3 The exchange rate applicable to your specific transaction will be the foreign exchange rate applicable at the point at which we are deemed to receive your instruction. The current applicable exchange rate shall be displayed to you prior to you submitting an instruction that will involve a currency conversion.

2.4 You acknowledge and agree that if there is a delay between you submitting an instruction and us receiving it, the applicable exchange rate may change.

2.5 The exact exchange rate at which your exchange was executed will be available to you following the execution of each exchange. The exchange rate applicable to your specific exchange can be found by insert details.

2.6 Notwithstanding that an exchange rate is agreed at the time we accept your instructions we cannot guarantee the same rate of exchange will apply to any other instructions.

3. CARRYING OUT THE ONWARD TRANSMISSION

3.1 Where the conversion occurs, we will then transfer on the proceeds to your intended recipient. This will be executed in accordance with the following timescales:

Situation Execution Timescale

The transfer is going to another account held with us Immediately once we have converted your funds

The transfer is in pounds sterling and it is going to an account located in the UK By the end of the Business Day which follows the time we converted your funds.

The transfer is in euros and it is going to an account located in the EEA By the end of the Business Day which follows the time we converted your funds.

The transfer involves

- a single conversion between euros and pounds sterling
- this conversion takes place in the UK
- it is going to an account in the UK or EEA; and
- if it is going to an account in the EEA, the transaction is in euros. By the end of the Business Day which follows the time we converted your funds.

The transfer doesn't fit into one of the above categories, but it is going to an account in the UK By the end of the fourth Business Day which follows the time we converted your funds.

All other cases We will tell you on the Electronic Platform how long it may take when you submit the instruction.

20.5. When arranging the execution of the onward transmission, we will select the execution method to be used (based on the characteristics of the payment, including its value and the location of the intended recipient). A list of the payment systems we use is detailed on the Electronic Platform.

4. CANCELLING YOUR FOREIGN EXCHANGE TRANSACTION

4.1 Once we have accepted your instruction in relation to the conversion you cannot withdraw it. If you no longer wish for a conversion to be carried out, you must inform us via the Electronic Platform or by sending an email to support@novatum.uk. You will only be able to do this prior to us executing the onward transmission – once this has occurred, you cannot cancel, and we cannot change or stop, the instruction you have given us.

4.2 Where we receive a valid notification we will:

4.2.1. treat this as a revocation of your consent to the onward transmission of the conversion proceeds;

4.2.2. convert your funds back to their original currency (at the exchange rate applicable at the time of the cancellation); and

4.2.3. transfer the funds back to the originating account in line with the timeframes set out in this Appendix.

4.3. We are note responsible or liable for any losses you may incur as a result of a change in the exchange rate that has occurred between you submitting the original instruction and your cancellation.

5. CONFIRMATIONS

5.1 Following the completion of a conversion and transmission, we will send you via the Electronic Platform details of the transaction, including the exchange rate used as part of the conversion and of any Fees that were applied in respect of it.

6. SETTLEMENT FAILURES

6.1 If we have made the onward payment as part of the services under this Appendix (for example, paid the purchased currency into your Novatum Electronic Money Account or remitted a payment to your intended recipient) and, for any reason:

6.1.1. Modulr refuses payment of any of the original currency, or any other sum due to us,

6.1.2. Modulr demands the repayment from us of any sum paid to us, you will reimburse us on demand and/or we may deduct from any monies we hold on your behalf, the amount withheld/repaid/charged back to us, together with all losses, break costs and other costs, charges, expenses and liabilities suffered or incurred by us in connection therewith (including the cost of selling any currencies as part of the transaction).

6.2 Where any of the events referred to in 6.1 occur prior to us remitting the onward payment, we shall notify you as soon as practicable and, notwithstanding anything else in these Specific Terms, we will be under no obligation to perform such onward payment.

7. CHARGES

7.1 We shall be entitled to make certain charges in connection with a conversion. These are set out in the Pricing Schedule.

8. YOUR OBLIGATIONS

8.1 You are required to pay all sums in relation to a foreign exchange conversion to us in full, in cleared funds, free from any other rights prior to the relevant execution date, and prior to us providing any transferring on the proceeds.

8.2 You confirm that you will not enter into a foreign exchange conversion for the purposes of speculative activity (with the intention of profiting solely from currency movements).

9. SAFEGUARDING

9.1 Where the proceeds of an exchange are to be sent to a third party, we will safeguard those funds in accordance with our obligations under the Payment Services Regulations 2017. Safeguarding involves us placing the proceeds of the transaction in a designated bank account separate from our own operational accounts until the funds are transferred on, so that in the unlikely event that we go insolvent, the safeguarded funds will be distributed to you ahead of any other creditors.

10. ERRORS AND UNAUTHORISED TRANSACTIONS

10.1 We are responsible for executing the onward transmission of the conversion proceeds correctly.

10.2 If we incorrectly execute an onward transmission (meaning we fail to execute it, execute it in a defective manner and/or are late in executing it, according to the instruction you gave us), we will refund the amount of the non-executed or defective transaction to you and, where applicable, restore your debited account to the state in which it would have been had the defective transaction not taken place.

10.3 At your request, we will make immediate efforts to trace an incorrectly executed transaction and will notify you of the outcome.

10.4 If a transaction made on your behalf is shown to be unauthorised (meaning you did not consent to it), we will, subject to the remainder of this clause, refund the payment amount immediately and, where applicable, restore your Novatum Electronic Money Account to the position it would have been in had the unauthorised transaction not taken place.

10.5 Where a transaction is unauthorised or incorrectly executed, you will be entitled to a refund only if you notify us in writing without undue delay and

10.5.1. If you are a consumer, micro-enterprise or charity – no later than 13 months after the payment was made, unless we have failed to provide you with information about the payment.

10.5.2. In all other cases – no later than 2 months after the payment was made, unless we have failed to provide you with information about the payment.

10.6 Where you have authorised a transaction initiated by or through, you may receive a refund of that transaction where:

10.6.1. your authorisation to debit your Novatum Electronic Money Account did not specify the exact payment amount;

10.6.2. the amount debited exceeded the amount you had reasonably expected would be taken; and
your request for a refund is made within eight weeks from the date the payment is debited from your account.

10.7 You must provide us with such information as is reasonably necessary to check whether the above conditions have been satisfied.

10.8 Subject to the below, where unauthorised transactions arise from the use of a lost or stolen payment instrument (meaning your Security Credentials), you may only be liable for up to £35 for losses incurred in respect of those unauthorised transactions.

10.9 You will be liable for all losses in respect of the unauthorised transactions prior to you notifying us of the unauthorised transactions if you:

10.9.1. have acted fraudulently; or

10.9.2. have deliberately, or with extreme carelessness, failed to keep your security information safe or

10.9.3. have deliberately, or with extreme carelessness, failed to notify us without undue delay of the loss/theft of your security information upon becoming aware of such a matter.

10.10 You can notify us of

10.10.1. incorrectly executed transactions

10.10.2. the loss/theft of your Security Credentials; and/or

10.10.3. any unauthorised transactions by contacting via the Electronic Platform or by sending an email to support@novatum.me.

10.11 Except where you have acted fraudulently, we will refund the full value of any unauthorised transaction:

10.11.1. arising after you notify us of the loss/theft of your security information; or

10.11.2. where we have failed to provide an appropriate method for you to give us that notice; or

10.11.3. relating to a distance contract.

11. LIMITATIONS ON OUR LIABILITY

11.1 We shall not be obliged to pay or release any funds until we have received the full amount of the funds you are looking to convert from you in cleared funds, together with any amounts payable by you to us.

11.2 Save as provided in the Payment Services Regulations 2017, we shall not be liable to you for any delay, failure or error in transmitting funds to any bank account in accordance with your instructions pursuant, where such delay, failure or error is caused by:

11.2.1. failure or error of any machine, data processing system or transmission link (whether or not under our control); or

11.2.2. any period of essential maintenance, critical change, repairs, alteration to or failure of computer systems (whether or not under our control) or

11.2.3. the acts or omissions of any third party.

11.3 We will not have any liability to you for any loss of profit or other consequential or indirect, special or economic loss or a loss of bargain howsoever arising, even if such losses were known to us or were reasonably foreseeable by us.

11.4 Nothing in these Terms excludes or limits our liability in relation to (a) death or personal injury arising as a result of our negligence; or (b) for fraud or fraudulent misrepresentation; or (c) any liability that cannot be excluded by applicable law.

12. THIRD PARTY FEES

12.1 Where a third party imposes any charges due to us providing the currency conversion services, you shall be responsible for these charges, unless they are arose solely to our breach or error.

12.2 You agree that we may deduct such charges from any amounts held on your behalf. If we are unable to recover the full value of the charges this way, we will inform you of this and you will immediately reimburse us in the manner we instruct you to as part of our notification.

13. TAXES

13.1 It is your responsibility to determine what, if any, taxes apply to the payments you make in connection with the use of the services under this Appendix ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority.

13.2 We are not under any obligation to, nor shall it determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

13.3 You acknowledge that we may make certain reports to tax authorities regarding transactions that we process.

PRICING SCHEDULE