

Termination

1. The Agreement shall come into effect on its execution and shall remain as such until terminated in accordance with the terms and conditions of the Agreement. These Terms & Conditions will be available on your Business Account during the term of Agreement.
2. Both Vertamon Sp.zo.o. and the Client shall be entitled to terminate the Agreement by servicing a written notice at least
30 (thirty) days in advance.
3. Vertamon Sp.zo.o. shall be entitled, with an immediate effect, to terminate the Agreement if:
 - 3.1. At the day of the Agreement, you provided inaccurate or incomplete information about you of which Vertamon Sp.zo.o. was not and was not able to be aware of and if Vertamon Sp.zo.o. was aware of such circumstances to exist before the or
on the day of the Agreement, Vertamon Sp.zo.o. would have not executed the Agreement;
 - 3.2. There is a major change in your circumstances, to the extent that if such circumstances existed before the or
on the day of the Agreement, the Agreement would have not been executed;
 - 3.3. You failed to provide information regarding changes after execution of the Agreement;
 - 3.4. You pose too high risk of money laundering and/or terrorist financing;
 - 3.5. You are in material breach of the Agreement;
 - 3.6. Your breach of the Agreement continues, and such breach is not cured by you within the time limit specified in writing by Vertamon Sp.zo.o.;
 - 3.7. Your activities include illegal or unlawful activities;
 - 3.8. You become subject to debt collection action or shall be entered in debtors' register;
 - 3.9. in Vertamon Sp.zo.o. opinion, your activities or actions shall be damaging or may damage the image/reputation of Vertamon Sp.zo.o.;
 - 3.10. there is a change in your control or a change in the ownership of more than 25% of your share capital and such
change is not acceptable to Vertamon Sp.zo.o.;
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 - 3.11. You, your senior management, shareholders or beneficiaries are included in the international financial sanctions and restrictive measures lists or become politically exposed person during the term of this Agreement;
 - 3.12. You are declared insolvent, become subject to debt relief proceedings, enter into composition proceedings or similar debt relief arrangements, are declared bankrupt, go into liquidation, shall be subject to compulsory winding-up or otherwise cease activities or commence cessation proceedings or enter into restructuring proceedings, unless the estate or you undergoing restructuring is entitled to enter into the Agreement under the applicable legislation, and chooses to do so. At Vertamon Sp.zo.o. request, in its judgment, the estate is obliged to
decide whether it wishes to enter into the Agreement within 24 hours;
 - 3.13. Vertamon Sp.zo.o. is required to do so in accordance to the applicable law.
4. In case the Agreement is terminated in accordance with Article 19.3 of the Agreement, termination of the Agreement shall become effective on the 5th day following the receipt of the notice regarding termination of the Agreement.
5. You shall be liable to reimburse any and all Vertamon Sp.zo.o. direct and indirect damages and losses that were suffered
regarding termination of the Agreement on any of the grounds indicated in Article 19.3.
6. Upon the notice of the termination of the Agreement, you by logging into your Business Account and following the instructions therein are entitled to transfer the remaining balance to another account prior termination of the Agreement. Vertamon Sp.zo.o. undertakes to transfer the balance of funds to another account not
later than within 5 (five) Business Days from the authorization of the Payment.
7. Vertamon Sp.zo.o. shall be entitled to deduct from your Business Account amount payable by you to Vertamon Sp.zo.o., state

authorities or third parties, any and all outstanding penalties, damages, losses and other amounts that Vertamon Sp.zo.o.

has suffered or paid due to your fault. Should there were not sufficient funds on your Business Account, you undertake to credit your Business Account with the respective amount of funds without undue delay, however, not later than within 5 (five) Business Days following Vertamon Sp.zo.o. request in writing.

8. In case there is a remaining balance on your Business Account after the termination of your Business Account, Vertamon Sp.zo.o. will transfer your remaining balance to Vertamon Sp.zo.o. internal account. Closed Account

Fee shall be applicable until you request to transfer your remaining balance with Vertamon Sp.zo.o. to another account

or until the amount of the remaining balance becomes equal to zero.

9. You are also entitled to submit a request to Vertamon Sp.zo.o. to transfer the balance of funds to another account

following the termination of the Agreement. When submitting the request, you shall to follow the procedure set in Article 6.3 of these Terms & Conditions. Vertamon Sp.zo.o. undertakes to transfer the remaining balance of funds

within 5 (five) Business Days to another account following the receipt of your request.

10. In case Vertamon Sp.zo.o. fails to transfer the balance of funds to you due to reasons beyond the control of Vertamon Sp.zo.o., you

shall be notified thereof immediately. You shall immediately indicate another account or provide additional information necessary to transfer the balance of funds (execute a Payment).

11. Termination of the Agreement shall not release you from the proper fulfilment of all liabilities that arose before

the termination of the Agreement.

12. Even if the Agreement is terminated, it shall remain valid in respect of outstanding claims at the time of the Agreement's expiry.