



## MERCHANT ELECTRONIC MONEY ACCOUNT MAINTENANCE AND PAYMENT SERVICE PROVISION AGREEMENT

Mobilly agreement registration No. \_\_\_\_\_

Merchant agreement registration No \_\_\_\_\_

Year 202\_\_\_\_. \_\_\_\_.

### 1. Parties:

	Merchant	Mobilly
<b>Title:</b>	_____	Limited Liability Company "Mobilly"
<b>Unified Reg . No:</b>	_____	40003654405
<b>VAT Reg . No.:</b>	_____	LV40003654405
<b>Brand name (if there is one):</b>	_____	
<b>Legal address:</b>	_____	Dzirnavu iela 91 k3-20, Rīga, LV-1011
<b>Actual address(if different):</b>	_____	
<b>Representative:</b>	_____	board member or procurator
<b>Phone:</b>	_____	1859
<b>e-mail:</b>	_____	info@mobilly.lv
<b>Contact person:</b>	_____	_____
<b>Phone:</b>	_____	_____
<b>e-mail:</b>	_____	_____
<b>Account:</b>	_____	LV91HABA0551013253720
<b>Bank:</b>	_____	AS Swedbank
<b>Bank code:</b>	_____	HABALV22

### 2. Subject of the Agreement.

- 2.1. This Merchant's electronic money account maintenance and payment service provision agreement is concluded between Mobilly and the Merchant, and it determines the procedure by which the Merchant uses Mobilly's electronic money account to receive payments from its customers and business partners using the electronic money services issued by Mobilly, as well as receive payment services in accordance with subsection d) of the first part of Article 1 of the Law on Payment Services and Electronic Money of Republic of Latvia.
- 2.2. Annex No.1 - Rules for opening and servicing the Merchant's electronic money account, and Annex No.2 – Payment service rules, are integral parts of this Agreement. This Agreement and its Annex No.1 and Annex No.2 (their current version) are mutually inseparable parts and in all cases must be considered as one agreement.

### 3. Opening and using an electronic money account.

- 3.1. Mobilly and the Merchant agree that after completing the customer research procedure specified in the regulatory acts, an electronic money account is opened for the Merchant in the Mobilly system, which the Merchant uses to receive electronic money payments from customers - natural persons.
- 3.2. The electronic money account can be used for electronic money buyback transactions in accordance with the procedure specified in the Agreement.
- 3.3. Electronic money is issued by Mobilly in exchange for funds. Electronic money is bought back by Mobilly, by disbursing funds in accordance with the procedure specified in the Agreement. Other persons cannot issue or buy back Mobilly's electronic money, except if Mobilly itself has authorized this person and the person is coordinated with Latvijas Banka. Information about persons authorized to issue or redeem Mobilly electronic money is published on the Mobilly website and on the website of Latvijas Banka.
- 3.4. When redeeming electronic money, Mobilly applies the commission specified in the Price List. Mobilly may apply special fees for the provided electronic money services or for the provision of specific services, by concluding an agreement on changes in the Price List.
- 3.5. Mobilly's electronic money account opening and servicing is carried out in accordance with the Rules for opening and servicing the Merchant's electronic money account in Appendix No. 1.

### 4. Payment service.

- 4.1. If the Merchant has chosen to receive the Payment service, as part of the Payment service, Mobilly buys and the Merchant sells the services or goods provided by the Merchant with the aim of Mobilly reselling them on its own behalf, but in the Merchant's interest, to customers - economic operators using the Mobilly Accounting System.
- 4.2. Mobilly provides information to customers – legal entities, about the amount of services used or purchased goods, by preparing a transaction report. Mobilly settles with the Merchant services rendered or goods sold to customers – legal entities, and is entitled to independently choose the type and form in which the customer-legal entity, settles with Mobilly for these services.
- 4.3. The commission for the Payment service is determined in the Price List.
- 4.4. The Payment service is provided in accordance with the provisions of Appendix No. 2 - Payment service regulations.

**5. Description of services provided by the merchant.**

5.1. The Parties agree on the following services provided by the Merchant through Mobilly. The service provided by the Merchant is marked with "X":

- Parking services**
- Public transport ticketing services**
- Ticketing and admission card sales services for cultural and entertainment events**
- Donations**
- Food trade services**
- Provision of catering services**
- Provision of taxi services**
- Other service:**

5.2. The Parties agree that the types of services provided in clause 5.1 may be changed or supplemented during the term of this Agreement in writing using electronic communications.

**6. Price list.**

6.1. The Parties agree that the following fee is applied for the services provided by Mobilly:

Electronic money redemption fee:	<input type="text"/> % from the amount of the monthly turnover of customers-natural persons, that made payments for Merchants services through Mobilly (in addition to the specified Mobilly remuneration VAT is not paid)
Commission for Payment service:	<input type="text"/> % from the amount of the monthly turnover of the customers – legal entities, that made payments through Mobilly (in addition to the specified Mobilly remuneration VAT is paid in accordance with the applicable tax rate). <i>If the payment service is not provided to the Merchant within the framework of this Agreement, the commission for the payment service is not determined (the relevant field is left blank or "X" is indicated).</i>
Other payment conditions for the services provided:	<input type="checkbox"/> are not intended <input type="checkbox"/> _____ _____

6.2. The applicable Price List and other special conditions may be agreed separately using electronic means of communication in the future.

**7. Payment procedure.**

7.1. The Parties agree on the following procedure for disbursement of funds:

<input type="checkbox"/> once a month	<input type="checkbox"/> until the 15th of the current month <input type="checkbox"/> other
<input type="checkbox"/> once a week	<input type="checkbox"/> on the first working day of week for the previous week _____ <input type="checkbox"/> other _____

**8. Certifications and authorizations**

- 8.1. Mobilly informs Merchant that Mobilly is a licensed European Union financial institution – electronic money institution, and electronic money issuing, payment and repurchases processes are monitored by Latvijas Banka.
- 8.2. Merchant certifies it has been informed that Latvijas Banka performs supervision and is aware of how Mobilly activity and service providing order can be affected by both - changes in laws as well as Latvijas Banka existing or future regulations or recommendations.
- 8.3. Merchant confirms it will immediately inform Mobilly about any changes in its status, incl. VAT status, way of operations, representatives, as well as any other changes in information submitted to Mobilly during the identification and research process, including the questionnaire or other data.
- 8.4. Merchant confirms it has been informed about the liability for providing false information, including criminal liability for providing improper information about the origin of its fund or beneficiaries.
- 8.5. Merchant confirms that it is aware of the purpose of personal data processing by Mobilly: (i) data processing is carried out as a legal obligation of Mobilly as prescribed by the applicable laws; (ii) data processing is carried out in the public interest and its purpose is criminal crime prevention and provision of financial services. Mobilly informs that the processing of personal data is carried out only in accordance with the obligations established by law in order to fulfill the obligations arising out of this Agreement.

**9. Signatures of the Parties.**

9.1. This Agreement is effective on the date of its mutual signature.

9.2. In case the Agreement is concluded in any other language, not Latvian, in case of discrepancies between the Clauses or wording, the Latvian version of the document shall prevail.

9.3. The Parties sign the Agreement manually and/or using a secure electronic time-stamped signature. The manner of signing the Agreement does not affect the legal force of the Agreement and the obligations assumed by the Parties arising from the Agreement.

**Mobilly:**

\_\_\_\_\_/ \*signature/  
\_\_\_\_\_/ name and surname/  
\_\_\_\_\_/ \*date/

**Merchant:**

\_\_\_\_\_/ \*signature/  
\_\_\_\_\_/ name and surname/  
\_\_\_\_\_/ \*date/