— LEGAL · TERMS OF SERVICE

Terms and *conditions.*

The rules of the Workont® service: who we are, what we offer and how the relationship works. For business Customers.

Art. 01 Who we are and scope of application

These General Terms and Conditions (hereinafter, the "Conditions") govern access to and use of the Workont platform (hereinafter, the "Platform") and the related technological, commercial and support services provided by Promega Service GmbH, and additionally govern, on a residual basis, certain aspects of the Customer's access to the Payment Services provided by the Issuer.

Promega Service GmbH — Karlstraße 16, 40210 Düsseldorf, Germany — registered with the Amtsgericht Düsseldorf, HRB 108351 — VAT ID DE453738678 — acting as a **payment services agent** pursuant to § 1 Abs. 9 ZAG, **entered in the public register of agents kept by BaFin** (ZAG-Instituts-Register, available at www.bafin.de) (hereinafter, **"Promega"** or **"the Agent"**), acts under the mandate of:

Treezor SAS — Société par Actions Simplifiée — registered office: 33 avenue de Wagram, 75017 Paris, France — RCS Paris 807 465 059 — an **electronic money institution (EMI)** authorised and supervised by the **Autorité de Contrôle Prudentiel et de Résolution (ACPR)**, 4 place de Budapest, CS 92459, 75436 Paris (CIB 16798, www.regafi.fr) (hereinafter, **"Treezor"**, the **"Issuer"** or the **"EMI"**), also operating in Germany through its branch **Treezor SAS Zweigniederlassung Deutschland**, Walter-Kolb-Straße 9-11, 60594 Frankfurt am Main.

The Payment Services (opening and management of the Account, execution of transactions, issuance of Payment Cards, safeguarding and redemption of funds, handling of unauthorised transactions, and any other service of a financial, banking or electronic money nature) are provided and issued solely by Treezor SAS in its capacity as EMI. The relationship between the Customer and Treezor is governed exclusively by the **Issuer's contractual documentation** (the "DETCs" and the related Annexes 1-4), published at www.treezor.com and referred to in the "Important legal pages" section of the footer of the website www.workont.com.

The Services are intended **exclusively for business Customers (Unternehmer within the meaning of § 14 BGB)** — such as start-ups, small and medium-sized enterprises, professionals, self-employed persons and freelancers — acting in the course of their professional, entrepreneurial, commercial or artisanal activity, with their registered office or a place of business in a Member State of the European Union. **The Services are not offered to consumers** within the meaning of § 13 BGB. The Customer represents and warrants that it acts exclusively in the course of its business.

Use of the Platform implies full acceptance of: (i) these Conditions; (ii) the **"Pricing"** document; (iii) the **"Complaints Procedure"**; (iv) Promega's **Privacy Policy** and **Cookie Policy**; and (v) the **Treezor DETCs and the related Annexes 1-4**, which the Customer accepts, together with these Conditions and the Pricing, upon first access to the Platform in accordance with Article 6.2 (Subscription). The aforementioned documents are published on the website www.workont.com in the "Important legal pages" and "Compliance & use" sections of the footer.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

Art. 02 Definitions

For the purposes of these Conditions, and unless otherwise specified, the definitions contained in **Annex 1 (Definitions)** to the Issuer's DETCs apply, published at www.treezor.com and referred to in the "Important legal pages" section of the footer of the website www.workont.com. In addition, for the purposes of these Conditions:

- **Platform**: the Workont online application, accessible via the web, and the related ancillary services provided by Promega;
- **Account**: the Customer's reserved area, accessible after authentication;
- **Customer**: the natural or legal person that is an Unternehmer (§ 14 BGB) and holder of the contractual relationship;
- **User**: the legal representative of the Customer authorised to operate the Account. On the effective date, operation is reserved exclusively to the legal representative (Geschäftsführer/director);
- **Payment Services**: the payment services and electronic money issuance services provided and issued solely by the Issuer under the DETCs, accessible to the Customer through the Platform;
- **Services**: the Platform and the ancillary Services provided by Promega as a whole, together with access to the Issuer's Payment Services;
- **Plan**: the pricing plan (WK Basic, WK Start or WK Pro) assigned by Promega to the Customer pursuant to Article 13, to which the fees indicated in the Pricing correspond;
- **DETCs**: the Conditions Générales d'Utilisation des Services de Paiement / Monnaie Électronique of Treezor SAS and the related Annexes 1-4, which exclusively govern the relationship between the Customer and the Issuer;
- **Pricing**: the document containing the economic conditions of the Services provided by Promega, forming an integral part of these Conditions, published as a net price list and as a gross price list inclusive of German VAT ("Pricing Geschäftskonto · Bruttopreise"); "Pricing" means, from time to time, the price list applicable to the Customer pursuant to Articles 6.4 and 15.1;
- **Subscription**: the Customer's acceptance of these Conditions, the DETCs and the Pricing upon first access to the Platform, pursuant to Article 6.2.

Art. 03 Role of Promega and structure of the service

Promega operates as a **payment services agent and technological intermediary** of the Issuer pursuant to § 1 Abs. 9 ZAG and is subject to BaFin's conduct supervision pursuant to § 60 ZAG. Promega Service GmbH:

- **is not a credit institution** nor a direct provider of payment or electronic money services;

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

- **does not receive, hold, move or safeguard** Customers' funds;
- carries out pre-screening and KYC/KYB checks within its remit and applies its own commercial and risk policy, **it being understood that every final and formal decision** regarding the opening, management, blocking or closure of the Account and the Cards, the execution or refusal of transactions, restrictive measures and reports to the Authorities rests solely with the Issuer;
- acts as the technological, commercial and support interface between the Customer and the Issuer.

In the event of **divergence, contradiction or gap** between these Conditions and the DETCs in relation to the Payment Services and any financial aspect, **the DETCs prevail in all cases**. These Conditions do not supplement, amend or derogate in any way from the obligations and rights governed by the DETCs.

Art. 04 Exclusive reference to the Issuer's DETCs

The Customer expressly acknowledges and accepts that **every financial, banking, electronic money and payment service aspect** is governed exclusively and in full by the Treezor SAS DETCs and the related Annexes 1-4, to which full reference is made. By way of example and without limitation, the DETCs govern the following aspects:

- opening, management, blocking, suspension and closure of the Payment Account and the Cards, including the identification and customer due diligence checks carried out by the Issuer;
- IBAN and unique identifier, time of receipt of orders, cut-off times, irrevocability, execution times, refusal and revocation of orders, recalls and R-transactions;
- execution of standard SEPA credit transfers (SCT) and instant SEPA credit transfers (SCT Inst) and of SEPA direct debits (SDD), including revocation of mandates, suspension and refund of direct debits;
- issuance, activation, validity, renewal, blocking and replacement of the Cards, functionalities and operating limits, contactless payments, ATM withdrawals, 3D Secure authentication, OOB;
- Strong Customer Authentication (SCA) pursuant to PSD2 and Delegated Regulation (EU) 2018/389 and applicable exemptions;
- the rules on electronic money, **protection and safeguarding of funds** with one or more credit institutions and the related protection of the FGDR (Fonds de Garantie des Dépôts et de Résolution), within the terms and limits set out in the DETCs, right to redemption at par value;
- **unauthorised transactions**, time limits for disputes, liability for fraudulent or unauthorised use, liability caps and exemptions, chargeback of Card transactions under the rules of the Mastercard scheme;
- account statements, balance certificates, account certificates (domiciliation), closure certificates and other certificates relating to the Account;
- the Issuer's anti-money laundering obligations, international restrictive measures and freezing of funds by order of law or of the Authorities;

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

– processing of personal data by Treezor SAS as an independent controller, as well as dispute resolution procedures with the Issuer.

The DETCs and the related Annexes are published in their current version on the website **www.treezor.com** and are referred to in the footer of the website **www.workont.com**, on a **durable medium (dauerhafter Datenträger)** pursuant to Art. 248 § 4 EGBGB. The Customer is required to read them in full before acceptance and to consult subsequent versions in the event of amendment.

Art. 05 Pre-contractual information and durable medium

Before the conclusion of the contract, the Customer receives the pre-contractual information in a clear, comprehensible and timely manner, through the publication of these Conditions, the Pricing document and the DETCs on the Platform or by delivery on a durable medium. As the relationship is with an Unternehmer Customer, **the exclusions and simplifications of the information obligations** provided by the applicable legislation for non-consumers remain unaffected, pursuant to § 675e Abs. 4 BGB, § 675d BGB and Art. 248 EGBGB.

All contractual information and communications are made available to the Customer in German; translations into Italian and other languages are provided as a courtesy. In the event of divergence of interpretation, the German version prevails. The Customer is entitled, at any time during the relationship, to obtain on request a copy of these Conditions and of the pre-contractual information on a durable medium, free of additional charge.

Art. 06 General conditions of the Promega service

6.1 Subject matter

The subject matter of the contract is the provision to the Customer, by Promega, of access to the Platform and of the ancillary technological, commercial and support services, as well as the facilitation of the Customer's access to the Issuer's Payment Services, in accordance with these Conditions, the Pricing document and the DETCs.

6.2 Conclusion of the contract

The contract is deemed concluded upon the **final approval of the onboarding** by the Issuer, communicated to the Customer at the registered email address. **Subscription** means the Customer's acceptance of these Conditions, the DETCs and the Pricing upon first access to the Platform, in the course of which the Customer is informed of the assigned Plan and the related monthly fee; the Plan is assigned to the Account upon Subscription, and the date of assignment of the Plan, from which the

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

monthly fee runs, is indicated in the reserved area. From Subscription, the activation fee and the monthly fee may be charged in accordance with Article 15.3, including pending the Issuer's final approval, without prejudice to Article 9 in the event of refusal of the opening of the Account.

6.3 Availability of the Platform

Promega provides the Services with the professional diligence required by § 276 BGB. Liability for interruptions or malfunctions is governed by Article 18.

6.4 Invoicing and taxes

Promega issues a monthly summary invoice for the fees charged to the Account in the reference month, dated the last day of the month; any corrections are made by credit note. **The invoice is made available to the Customer in electronic form (PDF) in the reserved area of the Platform**; the making available in the reserved area, accompanied by a notice to the registered email address, constitutes delivery of the invoice on a durable medium pursuant to Article 23.1, and the Customer, by Subscription, consents to the transmission of invoices in electronic form pursuant to § 14 Abs. 1 UStG. Until the relevant functionality is activated in the reserved area, or where Promega deems it appropriate, the invoice is transmitted in electronic form (PDF) to the email address registered by the Customer. The Customer is required to download and retain the invoices in accordance with the legal obligations applicable to it. Promega issues invoices in compliance with the requirements of § 14 UStG and adopts, where and when applicable, the structured electronic invoice format (E-Rechnung) in accordance with the statutory timelines. An annual summary of the fees relating to the Payment Services is provided to the Customer within the terms set out in the DETCs (Klausel 14).

Customers subject to VAT established in an **EU Member State other than Germany**, holding a valid VAT number registered in the VIES system (including Italian Customers), are subject to the net price list with the **reverse charge** mechanism pursuant to Art. 196 of Directive 2006/112/EC and § 13b UStG; the tax is accounted for by the Customer in its own Member State. Customers established in **Germany** and Customers without a valid VAT number registered in VIES are subject to the gross price list ("Pricing Geschäftskonto · Bruttopreise"), whose amounts include German VAT (Umsatzsteuer) at 19%. The validity of the VAT number is verified by Promega during onboarding and thereafter at least annually through the VIES system; the Customer is required to notify without delay any change in its VAT status. If the VAT number proves to be invalid or no longer registered in VIES, the gross price list applies from the invoicing period following the verification; if a Customer previously without a valid VAT number obtains registration in VIES and notifies Promega, the net price list applies from the following invoicing period. The application of the price list so determined constitutes the implementation of a mechanism already agreed and not an amendment of the Conditions or of the Pricing within the meaning of Article 21.

6.5 Assignment of receivables

Promega may assign to third parties the receivables arising from fees unpaid by the Customer, within the limits permitted by § 398 BGB, subject to the obligation of prior notice to the Customer.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

Art. 07 Access to the Platform and onboarding

7.1 Procedure

Access to the Services is subject to: (i) completion and signature of the onboarding documentation; (ii) completion of the customer due diligence procedures (KYC/KYB); (iii) collection and verification of the information relating to the beneficial owner (§ 3 GwG) and the legal representatives; (iv) final approval by the Issuer.

7.2 Required documentation

The Customer is required to provide the documentation requested by Promega and the Issuer, which may include — by way of example — an up-to-date company register extract, articles of association, identity documents of the legal representatives and beneficial owners, proof of residential or business address, a description of the activity carried out, source of funds, and tax documentation.

7.3 Outcome

Promega may refuse to transmit the activation request to the Issuer where incomplete or inconsistent information emerges, or where risk profiles excluded by its corporate policy are involved. The provisions of Article 9 regarding the final approval of the Account by the Issuer remain unaffected.

Art. 08 Promega's own anti-money laundering obligations

Promega Service GmbH is an **obliged entity (Verpflichteter) pursuant to § 2 GwG**, in its capacity as payment services agent, and is itself required to comply with the anti-money laundering obligations provided by the Geldwäschegesetz (GwG), Directive (EU) 2015/849 as amended, and Regulation (EU) 2024/1624 (AMLR). The Issuer's AML obligations and powers are governed by the DETCs.

The Customer is required to provide, at any time, **up-to-date information and documents** and to notify within **15 days** any relevant change (company name, registered office, ownership structure, beneficial owner, legal representatives, activity carried out, contact details, country of tax residence, VAT status and registration in the VIES system, source of funds). Failure to update may result in suspension of operations or termination of the contract.

Pursuant to **§ 43 GwG**, Promega is required to report to the Zentralstelle für Finanztransaktionsuntersuchungen (FIU) any suspicious transaction within its remit. The report constitutes the fulfilment of a legal obligation (§ 48 GwG). The Customer is not informed of the report, in compliance with the tipping-off prohibition under § 47 GwG. Anti-money laundering documentation is retained by Promega for five years pursuant to § 8 GwG.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

Art. 09 Account opening: no guarantee

The Customer expressly acknowledges and accepts that:

- submission of the onboarding request **does not guarantee** the opening of the Payment Account or the activation of the Services;
- **the final and formal decision** on the opening of the Account and the activation of the Services rests in any case with the Issuer in its capacity as EMI;
- Promega or the Issuer may refuse to open the Account at any time, **without any obligation to state reasons**, subject to mandatory legal obligations;
- any indicative processing times are purely indicative and do not constitute a binding commitment.

In the event of refusal to open the Account, any fees paid in advance and strictly connected with activation may be refunded to the Customer at Promega's discretion, net of documented out-of-pocket costs.

Art. 10 Account, Users and Credentials

10.1 Account management

The Customer is responsible for the management of its Account. On the effective date of these Conditions, operation of the Account is **reserved to the legal representative** (Geschäftsführer/director) of the Customer. Any extension to additional persons will be governed by specific supplementary conditions.

10.2 Safekeeping of Credentials and SCA

The Customer and the User are required to keep the Credentials and every authentication factor with the utmost care and not to disclose them to third parties. **The technical procedures for Strong Customer Authentication (SCA)** and the related exemptions are governed by the Issuer in the DETCs.

10.3 Loss, theft, compromise

The Customer and the User are required to inform Promega and the Issuer **without undue delay** in the event of loss, theft, misappropriation or unauthorised use of the Credentials, the Card or the paired device. In such cases, the Customer and the User are required to block the affected Card themselves and without delay directly from the reserved area (dashboard), in the "Cards" section, by selecting the relevant Card and activating the block function. The Customer may also contact Promega's support during the hours indicated in Article 12.3; it is understood that Promega does not operate a 24-hour telephone blocking service and that immediate blocking is carried out by the Customer via the dashboard. **The time limits, procedures and consequences of notification, as well as the Customer's liability caps for**

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

unauthorised transactions, are governed by the DETCs (Klausel 6 of Annex 3 and Klausel 6 of Annex 4).

Art. 11 Customer's liability

11.1 General principle

The Customer is solely responsible for the use of the Account, the Services and the Cards, and is liable for every transaction executed through the Platform, except in the cases governed by the DETCs concerning unauthorised transactions and the cases of mandatory liability of Promega or the Issuer. The specific rules on the Customer's liability for unauthorised transactions, the time limits for disputes and the related liability caps are those set out in the Issuer's DETCs.

11.2 Truthfulness and completeness of information

The Customer warrants that all information, declarations and documents provided to Promega and the Issuer, during onboarding and thereafter, are truthful, complete and up to date. The Customer is liable for damages arising from the communication of false, incomplete or misleading information.

11.3 Security measures

The Customer is required to adopt and maintain all reasonable and adequate security measures, in accordance with industry best practices, to protect the devices, systems and Credentials used to access the Services, including not sharing the Credentials with third parties.

Art. 12 Proper use of the Platform

12.1 Proper use

The Customer undertakes to use the Platform, the Payment Services and the Cards exclusively for lawful, transparent purposes consistent with the activity declared during onboarding.

12.2 Prohibited uses

Any use is expressly prohibited that:

– violates anti-money laundering, counter-terrorism or sanctions legislation (GwG, Directive (EU) 2015/849, AWG/AWV and EU regulations on restrictive measures);
– aims to circumvent controls, thresholds, limits or verification procedures, including by splitting transactions;

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

– is capable of concealing the origin, nature or destination of funds;
– involves use of the Account on behalf of undisclosed third parties;
– infringes intellectual property, industrial property, image or privacy rights of third parties;
– constitutes fraudulent conduct, unfair commercial practices or activities prohibited by applicable law;
– is intended for sectors or activities excluded by the risk policy of Promega or the Issuer.

12.3 Technical malfunctions and operational support

In the event of technical malfunctions of the Platform, or for commercial or operational needs, the Customer may contact Promega's support service. Promega provides commercial, technical and telephone support from Monday to Friday, from 9:00 to 18:00 (CET/CEST), on +49 211 96666163, as well as via support@workont.com and the other channels published on the Platform. Requests for operational support do not constitute complaints within the meaning of Article 17.

12.4 Consequences of improper use

Improper use constitutes a serious breach of contract and entitles Promega and the Issuer to adopt the measures provided for in Articles 16 and 19, in addition to compensation for damage and the indemnity under Article 18.

Art. 13 Available payment services

Through the Workont Platform, the Customer may access, through the Issuer, the Payment Services provided by Treezor SAS in the **SEPA area and in euro only**, which include in particular: opening and management of a Payment Account with a **German IBAN (DE)**; standard SEPA credit transfers (SCT) and instant SEPA credit transfers (SCT Inst); receipt of SEPA direct debits (SDD) on the Account, in the capacity of debtor; issuance and use of physical or virtual Mastercard Payment Cards; ATM withdrawals; issuance of account statements and certificates relating to the Account. **The type, characteristics, conditions, operating limits and technical execution procedures of the Payment Services are governed exclusively by the DETCs and the related Annexes 3 and 4**, published at www.treezor.com.

The Payment Account is denominated exclusively in euro; Workont does not offer transfers outside the SEPA area or transfers in currencies other than the euro. Card transactions carried out in a currency other than the euro are settled in euro at the exchange rate applied by the Mastercard scheme on the date of processing of the transaction, with application of the fees indicated in the Pricing, in accordance with the DETCs (Klausel 15). The set of Services actually enabled for each Customer may vary depending on the assigned Plan, the outcome of the KYC/KYB checks and the Issuer's risk policies.

The Plan is assigned by Promega during onboarding on the basis of the legal form, declared turnover, ATECO/NACE code, VAT status and the outcome of the customer due diligence checks, in accordance with the criteria set out in the Pricing; **the Plan is not freely chosen by the Customer** and requests for

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

changes are subject to Promega's assessment. Promega may reassign the Plan if the aforementioned elements change, notifying the Customer accordingly: reassignment to a Plan with a higher monthly fee is notified and takes effect within the terms and with the rights set out in Article 21; reassignment to a Plan with a lower monthly fee may take effect immediately.

For transactions of an amount equal to or exceeding the thresholds indicated on the Platform, the entry of the payment order is subject to the Customer uploading suitable supporting documentation for the transaction (for example an invoice, a contract or another document evidencing the purpose) in the dedicated section of the Platform; failing this, the order is not transmitted to the Issuer. Promega and the Issuer may request supporting documentation also for transactions of a lower amount, pursuant to Articles 8 and 22.

Art. 14 Disputing transactions

The substantive and procedural rules on unauthorised, unrecognised or incorrectly executed transactions, including the time limits for disputes, the exemptions and the Customer's liability caps, are governed exclusively by the Issuer's DETCs (in particular Klausel 4 and 6 of Annex 3 and Klausel 6 of Annex 4) and by the relevant provisions of the BGB (§§ 675u, 675v, 675x, 675y, 675z, 676b BGB), in compliance with the **derogations agreed between the Unternehmer Customer and the Issuer pursuant to § 675e Abs. 4 BGB**, which the Customer declares to have read, understood and accepted.

The Customer submits the dispute, primarily, through Promega's complaint channels referred to in Article 17, as the first point of contact in its capacity as Partner/Agent of the Issuer. Promega **promptly transmits the dispute to the Issuer** for the assessments within its remit under the applicable legislation.

Art. 15 Fees and charging procedures

15.1 Pricing

Access to the Platform and use of the Services are subject to the fees indicated in the **"Pricing"** document, published on the Platform and on the website www.workont.com in the "Compliance & use" section of the footer, which forms an integral part of these Conditions. The Pricing is published in two price lists: a **net price list**, applicable to Customers subject to VAT established in a Member State of the European Union other than Germany and holding a valid VAT number registered in VIES, and a **gross price list** ("Pricing Geschäftskonto · Bruttopreise"), inclusive of German VAT, applicable to Customers established in Germany and to Customers without a valid VAT number registered in VIES; the price list applicable to the Customer is determined in accordance with Article 6.4. In the event of conflict between these Conditions and the "Pricing" document, these Conditions prevail.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

15.2 VAT

Unless otherwise indicated, the fees indicated in the net price list are exclusive of VAT; the fees indicated in the gross price list are inclusive of German VAT, in accordance with the rules set out in Article 6.4.

15.3 Charging procedures

The fees are charged directly to the Customer's Payment Account on the date they fall due, in accordance with the frequencies indicated in the Pricing: the activation fee once, upon Subscription; the monthly fee **in advance**, at the beginning of each monthly period, from the date of assignment of the Plan; the annual compliance contribution once a year, from the twelfth month following Subscription; the unit transaction costs at the same time as the execution of the transaction. **Pay-per-use transactions are executed only if the available balance covers the amount of the transaction and the related fee.** The Customer is required to maintain on the Account a balance sufficient to cover the fees accrued.

15.4 Costs depending on third parties

Certain costs depend directly on fees charged by third parties (Issuer, payment schemes, correspondent banks, SEPA infrastructure providers, ATM operators, identification service providers). Where such fees are changed by the third party, Promega may adjust its fees to the Customer correspondingly, with notice to the Customer within **15 days** of application. The Customer's right to terminate the contract, free of charge, within 30 days of the notice remains unaffected.

15.5 Insufficient balance and set-off

Where the balance does not allow the monthly fee or other accrued fees to be charged, Promega and the Issuer are authorised to: (i) temporarily suspend the operation of the Account, the Cards and the reserved area until the balance is covered, in accordance with Article 16 and, for the measures within the Issuer's remit, the DETCs; (ii) charge the fees accrued and not yet charged upon the first available credit; (iii) set off the amounts due, within the limits of § 387 BGB et seq. Fees accrued during the suspension period remain due and are charged upon the first available credit. The execution of any payment transaction may be made conditional upon full payment of the amounts due under these Conditions and the DETCs (Klausel 14).

Art. 16 Suspension, limitation and blocking

Measures of suspension, limitation and blocking of the Cards and the Payment Account by the Issuer are governed by the DETCs (Klausel 18-20) pursuant to § 675k Abs. 2 BGB. Within the scope of its mandate and the applicable policies, **Promega may also suspend or limit the Customer's access to the Platform and deactivate the Account** where — by way of example — there is suspicious, anomalous use or use not compliant with these Conditions; suspected violation of anti-money laundering, counter-terrorism or sanctions legislation; objective risks to the security of the Account; suspected

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

fraudulent use; requests from the competent Authorities; failure to update KYC/KYB; a balance insufficient to cover the fees accrued (Article 15.5); breach of contract by the Customer.

The suspension or blocking is notified to the Customer before implementation or, where security or objective reasons require immediate implementation, immediately afterwards. The reasons are given to the extent that this is not precluded by security reasons or legal obligations, in particular of an anti-money laundering nature or arising from requests of the Authorities. No notice is given where legal obligations require confidentiality. The measures cease as soon as the reasons that gave rise to them no longer apply.

Art. 17 Complaints

17.1 Definition

A complaint is any expression of dissatisfaction or dispute, explicit or implicit, concerning conduct or an omission of Promega or the Issuer in relation to the Platform or the Services, regardless of the channel used and even in the absence of a contractual relationship. Mere requests for information, clarification or operational support without any dispute do not constitute complaints.

17.2 Official channels

The complaint is submitted **preferably in writing** through one of the following official channels:

- completion of the **online complaints form** on the page **https://workont.com/reclami/**;
- sending the form to the dedicated email address **complaints@workont.com**.

Complaints are admissible through any channel (online form, email, post, telephone or in person) and no complaint may be rejected on account of the channel used. To ensure traceability, Promega invites the Customer to formalise the complaint in writing via the online form or the address complaints@workont.com, or by post to Promega Service GmbH — Complaints Office — Karlstraße 16, 40210 Düsseldorf. Where the dispute is expressed verbally and the Customer does not formalise it, the operator receiving it draws up a written summary and records it. Mere requests for operational support do not constitute complaints and are handled through the dedicated address **support@workont.com** or the other support channels published on the Platform, as provided in Article 12.3; where dissatisfaction is expressed through such channels, it is treated as a complaint. For aspects within the exclusive remit of the Issuer, the procedures for direct complaints are those set out in the DETCs (Klausel 12).

17.3 Internal procedure

The operational procedures for handling complaints are described in the **“Complaints Procedure”** published on the website www.workont.com in the “Compliance & use” section of the footer, under “Complaints” (https://workont.com/reclami/).

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

17.4 Transmission to the Issuer

Where the complaint concerns the Payment Services, Promega **promptly transmits the complaint to Treezor SAS** in its capacity as EMI, in accordance with the procedures and contact details set out in the DETCs (Klausel 12). The Issuer is the entity formally competent for the final decision on complaints concerning the Payment Services.

17.5 Time limits

Pursuant to **§ 62 Abs. 3 ZAG** and Art. 101 PSD2, Promega acknowledges receipt of the complaint to the Customer within **10 (ten) business days** of receipt, in line with the time limit adopted by the Issuer in its DETCs (Klausel 12), and provides a first response within **15 (fifteen) business days** of the same date. In exceptional cases where it is not possible to respond within that time limit for reasons beyond Promega's control, the Customer receives a reasoned holding response, and in any event the final response is provided within **35 (thirty-five) business days** of receipt of the complaint. For complaints not concerning a service covered by PSD2 (for example KYC/KYB, account switching service and similar aspects), the final response is provided as quickly as possible and without undue delay, and in any event within 60 (sixty) business days of receipt.

17.6 Out-of-court resolution

In the event of an unsatisfactory outcome or of no response within the time limits, the Customer may refer to:

- the **Schlichtungsstelle bei der Deutschen Bundesbank**, a state conciliation body whose competence in matters of payment services and electronic money extends by law to business customers (Geschäftskunden) as well as consumers (www.bundesbank.de);
- the **Issuer Treezor SAS**, subordinately to the complaint submitted to Promega, for aspects within the exclusive remit of the Issuer, in accordance with the DETCs (Klausel 12), published at www.treezor.com;
- **BaFin** (Bundesanstalt für Finanzdienstleistungsaufsicht), for supervisory complaints pursuant to § 60 ZAG (www.bafin.de);
- the competent **courts**, within the limits of Article 26.

Art. 18 Liability and indemnity

18.1 Limits of Promega's liability

Promega is liable without limitation only in cases of wilful misconduct and gross negligence, of injury to life, body or health, and in cases of mandatory statutory liability, in particular under the Produkthaftungsgesetz. In the event of a slightly negligent breach of a material contractual obligation (Kardinalpflicht), whose fulfilment is essential to achieving the purpose of the contract and on whose

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

observance the Customer may legitimately rely, Promega's liability is limited to the damage typical of the contract and foreseeable at the time of its conclusion. Any further liability of Promega for slight negligence, whatever its legal basis, including with regard to non-material obligations, is excluded. The limitations and exclusions also apply to the personal liability of the bodies, employees, representatives, auxiliaries and other persons engaged by Promega (Erfüllungsgehilfen within the meaning of § 278 BGB).

18.2 Exclusion of indirect damages

Except in the cases referred to in Article 18.1 (wilful misconduct, gross negligence, personal injury and mandatory statutory liability), Promega is in no event liable for indirect, consequential or mediated damages, including by way of example loss of profit, loss of savings, loss of customers or goodwill, reputational damage, loss of data and damages from business interruption. To the extent permitted by law, and except in the cases referred to in Article 18.1, Promega's aggregate liability for slight negligence in the breach of material obligations is in any event limited, for each harmful event and for all events occurring in the same contractual year, to the amount of the fees paid by the Customer to Promega in the twelve (12) months preceding the event.

18.3 The Issuer's payment services

Promega is not a direct provider of payment services or electronic money services and is in no event and on no basis liable for the execution, non-execution or defective execution, refusal, suspension, blocking, delay or any other aspect of the Payment Services and electronic money services provided by the Issuer, whose rules and liability are governed exclusively by the legislation applicable to Treezor SAS and by the DETCs and the related Annexes. Promega is likewise not liable for the availability, value dates, operating limits, rejection of transactions or closure of the Account ordered by the Issuer. Only Promega's own obligations as agent remain, within the limits and in accordance with the standards of diligence set out in Article 18.1.

18.4 Force majeure and causes not attributable

Promega is not liable for non-performance, suspension or delay in the performance of the Services caused by force majeure events or by unforeseeable circumstances beyond its sphere of control, including by way of example failures or interruptions of telecommunications or energy networks, cyber attacks, malfunctions of third-party suppliers, of the Issuer, of the payment schemes or of the SEPA infrastructures, strikes, measures of authorities, pandemics, natural events and acts of war. Promega is likewise not liable where compliance with national or supranational legal obligations — in particular in the fields of anti-money laundering, counter-terrorism and restrictive measures (sanctions) — requires, prevents or delays the performance, suspension or interruption of the Services. For the duration of the event, Promega's obligations are suspended. The rules on force majeure relating to the Issuer's Payment Services are governed by the DETCs.

18.5 Availability of the Platform

Promega adopts reasonable measures, in accordance with the professional diligence under § 276 BGB, to ensure the continuity and security of the Platform, without however guaranteeing uninterrupted or error-free operation. Scheduled interruptions for maintenance and unscheduled interruptions for technical,

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

security or force majeure reasons or reasons attributable to third parties may occur. Except in cases of wilful misconduct or gross negligence of Promega, such interruptions do not give rise to any liability for damages on the part of Promega. Where and to the extent provided by mandatory rules, a proportional reduction of the fee limited to the period of unavailability of the Platform attributable to Promega and continuing for a significant period remains unaffected; any further claim of the Customer connected with the unavailability is excluded.

18.6 Customer's indemnity

The Customer undertakes to indemnify and hold harmless Promega and the Issuer, as well as their respective bodies, employees, representatives and auxiliaries, from any damage, cost, charge, sanction or claim, including from third parties and including reasonable legal costs, arising in whole or in part: (i) from improper, unlawful use or use not compliant with these Conditions of the Platform, the Services or the Cards; (ii) from the breach of legal, regulatory or contractual obligations by the Customer or the User; (iii) from the communication of false, incomplete, inaccurate or misleading information or documents; (iv) from the conduct or omissions of the User or of persons engaged by the Customer; (v) from claims or requests of third parties connected with the Customer's operations. This indemnity applies to the maximum extent permitted by law and is reduced proportionally only for the share of damage attributable, if any, to wilful misconduct or gross negligence of Promega or the Issuer, pursuant to § 254 BGB.

Art. 19 Term, termination and cessation

19.1 Term

The contract is concluded for an indefinite term starting from the final approval of the onboarding by the Issuer.

19.2 Termination by the Customer

Pursuant to § 675h Abs. 1 BGB, the Customer may terminate at any time, without any obligation to state reasons and without notice. Termination is exercised by an express closure request, transmitted in accordance with Article 19.4. In accordance with the DETCs (Klausel 11.1), every request to close the Account must be addressed primarily to Promega, which transmits it to the Issuer; the closure of the Account, the refund of any remaining balance and the related time limits are governed exclusively by the DETCs. The Customer is required to indicate a destination payment account held in the Customer's own name and opened in the SEPA area, and to maintain on the Account, until closure, funds sufficient for the execution of the transactions in progress.

19.3 Termination by Promega and the Issuer

Pursuant to § 675h Abs. 2 BGB, Promega and/or the Issuer may terminate the contract, including without stating reasons, by communication in text form to the Customer with at least one (1) month's notice, consistently with the DETCs (Klausel 11.2.a), which provide for this reduced notice period for Customers

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

who are not consumers. During the notice period, Promega and the Issuer retain the right to adopt the measures of suspension, limitation and blocking referred to in Article 16.

19.4 Form of termination

The termination and Account closure request is transmitted by the Customer in text form (§ 126b BGB) to support@workont.com, exclusively from the email address communicated at registration, and must contain: (i) the express and unequivocal closure request; (ii) a copy of a valid identity document of the legal representative or of the holder; (iii) the IBAN of the destination account held in the Customer's name; (iv) any further documentation reasonably requested for identity and anti-money laundering checks. The time limits run from receipt of the complete request.

19.5 Termination for good cause

The right of each party to terminate the contract for good cause, with immediate effect and without notice, pursuant to § 314 BGB, remains unaffected where continuation of the relationship until expiry of the ordinary notice period cannot reasonably be expected. The following constitute good cause for termination by Promega and/or the Issuer, by way of example and without limitation: serious or repeated breach of contractual obligations; violation, even if only suspected on objective grounds, of anti-money laundering, counter-terrorism or restrictive measures (sanctions) legislation; communication of false, incomplete or misleading information or documents during onboarding or thereafter; measures, requests or instructions of the competent Authorities or of the Issuer that prevent or make it unreasonable to continue the relationship; commencement of insolvency, bankruptcy or liquidation proceedings against the Customer; failure to update or incomplete update of KYC/KYB despite a reminder; loss of Unternehmer status; use of the Platform, the Services or the Cards for unlawful or non-compliant purposes; prejudice to the security or reputation of Promega or the Issuer.

Where the good cause consists of a breach of a contractual obligation, immediate termination presupposes, where required by § 314 Abs. 2 BGB and by the DETCs (Klausel 11.2.b), a prior warning or the granting of a reasonable period to remedy that has expired without result, unless the warning or the period is superfluous owing to the particular seriousness of the breach, the existence of mandatory legal obligations or other circumstances that in themselves make continuation of the relationship unreasonable. Where good cause exists, Promega and the Issuer may order the immediate suspension of operations pursuant to Article 16.

19.6 Termination free of charge

Pursuant to § 675h Abs. 4 BGB, exercising the right of termination entails no cost for the Customer. Periodic fees (in particular the monthly fee) are due only in proportion to the period of actual use of the Services up to the effective date of termination. The portion of periodic fees already paid and relating to the period after that date is refunded to the Customer proportionally, in accordance with Article 20.2. Fees already accrued for Services actually provided remain due; one-off amounts already paid for activation or onboarding activities already performed, as well as the annual compliance contribution already charged for updating and periodic review activities already performed, are not refundable, pursuant to Article 20.3.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

19.7 Effects of cessation

The operational procedures for cessation, closure of the Account, deactivation of the Cards and refund of the remaining balance, as well as the related time limits, are governed exclusively by the DETCs (Klausel 11.1 and Annex 4). Within its remit, on the effective date of cessation Promega deactivates the Customer's access to the Platform and ceases to provide the technological and support services. The Cards are automatically deactivated by the Issuer in accordance with the DETCs and remain the property of the Issuer. The Customer is liable for any use after cessation. Provisions that by their nature are intended to survive cessation — concerning liability, indemnity, confidentiality, document retention and jurisdiction — remain in force.

Art. 20 Refund policy

20.1 Exclusion of the Widerrufsrecht

The Customer is an Unternehmer (§ 14 BGB) and not a consumer. The fourteen (14) day right of withdrawal (Widerrufsrecht) provided for in §§ 312g and 355 BGB is reserved to consumers and therefore does not apply to the Customer, as expressly established in the DETCs (Klausel 10).

20.2 Refund of Promega's periodic fees

Pursuant to § 675h Abs. 3 BGB, in the event of termination, Promega's periodic fees paid in advance and relating to the period after the effective date of termination are refunded to the Customer proportionally (pro rata temporis), consistently with Article 19.6, within thirty (30) days of the effective date of termination. The refund procedures are also set out in the Pricing document.

20.3 Non-refundable amounts

Except in cases of Promega's liability under Article 18, the following are not refundable: fees for transactions already executed; the activation fee and the other one-off fees; the annual compliance contribution already charged, relating to updating and periodic review activities already performed; the issuance and shipping costs of Cards already issued; documented out-of-pocket processing costs; any third-party fees already settled and not recoverable.

20.4 Refund of the Account balance

The refund of the remaining balance of the Payment Account at par value, and the related procedures and time limits, are governed exclusively by the Issuer's DETCs.

20.5 Refund account

The Customer is required to indicate for the refund a payment account held in the Customer's own name, identified by a valid IBAN in the SEPA area, in accordance with the Issuer's DETCs. Refunds to accounts held in the name of persons other than the Customer are not permitted. The Customer is responsible for

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

the accuracy of the details provided; the refund remains suspended until valid details in the Customer's name are communicated.

Art. 21 Amendments to the Conditions and the Pricing

21.1 Right of amendment

Promega may amend these Conditions and the "Pricing" document for justified reasons (legal or regulatory adjustments, changes to the services, changes in third-party costs, technological developments, operational, security or compliance needs).

21.2 Notice

Amendments will be communicated to the Customer with at least **two (2) months'** notice before the effective date, pursuant to § 675g Abs. 1 BGB, by notification to the registered email address and/or publication in the customer area.

21.3 Tacit acceptance

Pursuant to § 675g Abs. 2 BGB, and in consideration of the Customer's status as Unternehmer (§ 14 BGB), amendments are deemed accepted by the Customer unless the Customer notifies Promega of its objection, before the proposed effective date, through the channels referred to in Article 17.2. Promega will expressly inform the Customer, in the communication proposing the amendment, both of this legal consequence and of the Customer's right to terminate the contract free of charge pursuant to Article 21.4.

21.4 Right of termination free of charge

In the event of objection, the Customer is entitled to terminate the contract, free of charge and with immediate effect, at any time before the effective date of the amendments.

21.5 Amendments in favour of the Customer

Amendments that do not adversely affect the Customer's rights or obligations may be applied by Promega without notice, with subsequent communication.

Art. 22 Cooperation of the Customer

In addition to the obligations provided for in the other provisions, the Customer is required to: (i) provide truthful, complete and up-to-date information; (ii) notify within 15 days any relevant change, including any change in its VAT status or in its registration in the VIES system; (iii) respond without undue delay to requests for information and documentation from Promega or the Issuer; (iv) promptly report anomalies,

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

errors and malfunctions; (v) ensure that the User is informed of these Conditions and the DETCs and complies with the obligations thereunder. Failure to comply may result in suspension of operations, limitation of the Services or termination of the contract.

Art. 23 Communications, language and document retention

23.1 Means of communication

Communications from Promega and the Issuer to the Customer are made by notification to the registered email address, publication in the customer area, or other means suitable to establish receipt, pursuant to Art. 248 §§ 2 and 3 EGBGB. The making available of communications in the reserved area, accessible by authentication, constitutes notification on a durable medium (dauerhafter Datenträger) pursuant to § 675a Abs. 3 BGB; the same applies to invoices made available in the reserved area pursuant to Article 6.4.

Communications from the Customer to Promega are made via the dedicated contact form published on the Platform or through the following dedicated email channels: **support@workont.com** for operational support requests; **complaints@workont.com** for formal complaints pursuant to Article 17.2; **privacy@workont.com** for exercising the rights under Articles 15-22 GDPR.

23.2 Language of the contract

The German version of these Conditions is authoritative. Translations into Italian and other languages are provided as a courtesy. In the event of divergence of interpretation, the German version prevails.

23.3 Document retention

Promega retains the records and documentation relating to the relationship for **ten years** pursuant to § 257 HGB and § 147 AO, and AML documentation for **five years** pursuant to § 8 GwG.

Art. 24 Protection of personal data

In the context of the provision of the Services, the personal data of the Customer, the User, the legal representatives and the beneficial owners are processed as follows. For payment and electronic money services, **Treezor SAS** acts as **sole controller** within the meaning of Art. 4(7) of Regulation (EU) 2016/679 (GDPR), while **Promega Service GmbH** acts as payment services agent and, for the processing carried out on behalf of Treezor in that context, as **processor** within the meaning of Art. 28 GDPR, in accordance with the data processing agreement (DPA) concluded between the parties. For processing falling within its own perimeter (management of the Platform, support, website and cookies, commercial management and its own legal obligations), Promega acts as **independent controller**. There

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

is no joint controllership within the meaning of Art. 26 GDPR. Full information is contained in the privacy notices published by each controller:

– **Promega Service GmbH**: Privacy Policy published on the website www.workont.com in the "Important legal pages" section of the footer, under "Privacy Policy" (https://workont.com/privacy-policy/);
– **Treezor SAS**: Privacy Notice (Annex 2 to the DETCs) published at www.treezor.com and referred to in the footer of the website www.workont.com, under "Privacy Policy Treezor".

To exercise the rights under Articles 15-22 GDPR, the Customer may contact the competent controller depending on the purpose of the processing: for processing by **Promega Service GmbH**, **privacy@workont.com**; for processing by **Treezor SAS**, **dpo@treezor.com**.

In the event of a personal data breach concerning processing within the remit of **Treezor SAS** as independent controller, every decision and every obligation relating to notification to the supervisory authority (Art. 33 GDPR) and communication to data subjects (Art. 34 GDPR) rests exclusively with Treezor as controller. In such cases Promega does not notify the supervisory authorities or the data subjects directly, but transmits to Treezor, without undue delay, all necessary information; **dpo@treezor.com** constitutes the mandatory external escalation channel for any report relating to incidents affecting the Services.

Art. 25 Intellectual property, confidentiality and assignment

25.1 Intellectual property

The Platform, the software, the graphical interfaces, the trademarks, the logos, the domain names and the published content are the exclusive property of Promega or of the respective rights holders. The Customer is granted a non-exclusive, non-transferable, non-sublicensable and revocable right of use, limited to the use of the Services in compliance with these Conditions.

25.2 Confidentiality

Each party undertakes to keep confidential the non-public information of which it becomes aware in the context of the relationship, subject to legal obligations or orders of the competent Authorities. The confidentiality obligations remain in force for **five (5) years** after the end of the relationship.

25.3 Assignment of the contract

The Customer may not assign the contract without the prior written consent of Promega and the Issuer. Promega and the Issuer may assign the contract to entities of their respective groups or to third parties in the context of corporate transactions, with prior notice to the Customer of at least **two (2) months**. In that case, the Customer will be entitled to terminate free of charge.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

Art. 26 Supervision, governing law and jurisdiction

26.1 Supervision

The Issuer is authorised and supervised primarily by the ACPR in France and, for the activity carried out in Germany through its branch (Treezor SAS Zweigniederlassung Deutschland), is also subject to the supervision of BaFin. Promega Service GmbH, as agent, is entered in the ZAG-Instituts-Register kept by BaFin and is subject to BaFin's conduct supervision pursuant to § 60 ZAG.

26.2 Governing law

These Conditions and any contractual relationship arising from them are governed exclusively by the law of the Federal Republic of Germany, excluding the conflict-of-law rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). As the relationship is between businesses (Unternehmer), this choice of law operates within the limits permitted by Art. 3 of Regulation (EC) No 593/2008 (Rome I), without prejudice to any mandatory provisions that may apply.

26.3 Jurisdiction

For any dispute arising from or connected with these Conditions, the parties agree on the jurisdiction of the courts of the city of Düsseldorf (Germany). Where the Customer is a merchant (Kaufmann), a legal person under public law or a special fund under public law, the courts of Düsseldorf have exclusive jurisdiction pursuant to § 38 Abs. 1 ZPO. In other cases, and in particular in relationships with Customers established in other Member States of the European Union, the jurisdiction of the courts of Düsseldorf is agreed as the chosen forum pursuant to Art. 25 of Regulation (EU) No 1215/2012 (Brussels I bis). The right of Promega and the Issuer to bring proceedings before the Customer's general forum remains unaffected.

Art. 27 Information provisions for Italian Customers

This Article contains information of a purely informative nature intended for Customers with their registered office in Italy, without any derogating effect on the governing law and the jurisdiction referred to in Article 26.

27.1 Nature of the relationship

The Italian Customer acknowledges that: the relationship is governed by German law; the Platform is operated by Promega Service GmbH with registered office in Düsseldorf; the Payment Account is opened with Treezor SAS as a French EMI, with a German IBAN (DE); the only authoritative contractual language is German.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

27.2 Unternehmer status

Access to the Services is reserved exclusively to **Unternehmer (§ 14 BGB)**, corresponding in substance to the person acting in the course of a business, commercial or professional activity within the meaning of Art. 3 of the Italian Consumer Code, with any application of consumer protection rules being excluded.

27.3 VAT treatment

The fees invoiced by Promega to the Italian Customer subject to VAT, holding a valid VAT number registered in the VIES system, are subject to the **reverse charge** mechanism pursuant to Art. 196 of Directive 2006/112/EC and the related Art. 7-ter of DPR 633/1972, with the Italian Customer remaining responsible for the obligations of invoice integration (self-invoicing) and payment of VAT. The Italian Customer without a valid VAT number registered in VIES is subject to the gross price list, inclusive of German VAT, pursuant to Article 6.4.

27.4 Tax obligations

The Italian Customer is responsible for its own tax and reporting obligations in Italy, including — where applicable — tax monitoring obligations (**Quadro RW**, D.L. 167/1990). Promega and the Issuer do not provide tax advice.

Art. 28 Final provisions

28.1 Severability

Should one or more provisions of these Conditions be or become invalid, ineffective or unenforceable, the validity of the remaining provisions is not affected. The invalid or ineffective provision is replaced by the statutory rules pursuant to § 306 Abs. 2 BGB. The same rule applies in the event of gaps (Regelungslücken). The mandatory protection provided by the legislation on general terms and conditions (§§ 305 et seq. BGB) remains unaffected.

28.2 Waiver

Tolerance or failure to exercise a right or power does not constitute a waiver, nor does it preclude their subsequent exercise.

28.3 Entire agreement

These Conditions, together with the Pricing, the Complaints Procedure, Promega's Privacy Policy and Cookie Policy, and the Issuer's DETCs and the related Annexes, constitute the entire agreement between the parties.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*

28.4 Written form

Amendments and additions to these Conditions require at least text form (Textform pursuant to § 126b BGB), unless otherwise provided. The amendment or repeal of this form requirement also requires text form.

Workont® is a registered trademark of Promega Service GmbH · Karlstraße 16, 40210 Düsseldorf, Germany · Registered office: Düsseldorf · Amtsgericht Düsseldorf, HRB 108351 · VAT ID (USt-IdNr.) DE453738678 · Managing Directors (Geschäftsführer): Diego Pratola, Luigi Pratola, Lucio Molinari, Umberto Molinari
Promega Service GmbH acts as a payment services agent (§ 1 Abs. 9 ZAG) of **Treezor SAS**, an electronic money institution authorised and supervised by the ACPR (CIB 16798). Workont is not a bank: the payment services, the account and the cards are provided by Treezor SAS.
Governing law: German law · Place of jurisdiction: Düsseldorf (Art. 26) · Personal data processed in accordance with the GDPR (Reg. EU 2016/679) and the BDSG — privacy@workont.com · Complaints: complaints@workont.com. *All other trademarks mentioned belong to their respective owners.*