

— 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 of the related technological, commercial and support services provided by Promega Service GmbH, and also 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 DE453738678 — as an agent of a payment service provider within the meaning of § 1 Abs. 9 ZAG, entered in the public register of agents kept by BaFin (ZAG-Instituts-Register, accessible at www.bafin.de) (hereinafter, “Promega” or “the Agent”), acts under a mandate from:

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 the Payment Cards, safeguarding and refund 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 as an EMI. The relationship between the Customer and Treezor is governed exclusively by the Issuer’s contractual documentation (the “DETCs” and related Annexes 1-4), published at www.treezor.com and referenced in the “Important legal pages” footer section 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 — who act in the context of their professional, business, commercial or craft activity, with their registered office or 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 exercise of its activity.

Use of the Platform entails full acceptance of: (i) these Conditions; (ii) the “Pricing” document; (iii) the “Complaints Procedure”; (iv) Promega’s Privacy Policy and Cookie Policy; and (v) Treezor’s DETCs and related Annexes 1-4, which the Customer accepts separately during onboarding. The aforementioned documents are published on the website www.workont.com in the “Important legal pages” and “Compliance & use” footer sections.

Art. 02 Definitions

For the purposes of these Conditions, and save as otherwise specified, the definitions contained in Annex 1 (Definitions) to the Issuer's DETCs apply, published at www.treezor.com and referenced in the "Important legal pages" footer section 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 restricted area, accessible following authentication;
- Customer: a natural or legal person who is an Unternehmer (§ 14 BGB), holder of the contractual relationship;
- User: the legal representative of the Customer authorised to operate on the Account. As at the date of entry into force, operation is reserved exclusively to the legal representative (Geschäftsführer/director);
- Payment Services: the payment 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 taken together, along with access to the Issuer's Payment Services;
- DETCs: the Conditions Générales d'Utilisation des Services de Paiement / Monnaie Électronique of Treezor SAS and 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, an integral part of these Conditions.

Art. 03 Promega's role and the structure of the service

Promega acts as an agent of a payment service provider and as a technological intermediary of the Issuer, within the meaning of § 1 Abs. 9 ZAG, and is subject to BaFin's conduct supervision pursuant to § 60 ZAG. Promega Service GmbH:

- is neither a credit institution nor a direct provider of payment or electronic-money services;
- **does not receive, hold, move or safeguard customers' funds;**
- carries out pre-screening, KYC/KYB checks within its competence 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, falls solely to the Issuer;
- acts as a technological, commercial and support interface between the Customer and the Issuer.

In the event of any discrepancy, contradiction or gap between these Conditions and the DETCs in relation to the Payment Services and any financial matter, the DETCs prevail in any event. These Conditions do not supplement, modify 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 matter is governed exclusively and in full by the DETCs of Treezor SAS and related Annexes 1-4, to which full reference is made. By way of example and without limitation, the following matters are governed by the DETCs:

- 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, recall and R-transactions;
- execution of ordinary SEPA credit transfers (SCT) and instant transfers (SCT Inst) and of SEPA direct debits (SDD), including revocation of mandates, suspension and refund of debits;
- issuance, activation, validity, renewal, blocking and replacement of the Cards, functions and operational limits, contactless payments, ATM withdrawals, 3D Secure authentication, OOB;
- Strong Customer Authentication (SCA) under PSD2 and Delegated Regulation (EU) 2018/389 and applicable exemptions;
- rules on electronic money and safeguarding of funds, right to a refund at par value, exclusion from the deposit guarantee scheme;
- unauthorised transactions, time limits for dispute, liability for fraudulent or unauthorised use, liability caps and exemptions, chargeback of Card transactions under the rules of the Mastercard scheme;
- statements of account, balance certificates, domiciliation certificates, closure certificates and other certificates relating to the Account;
- the Issuer's anti-money-laundering obligations, international restrictive measures and blocking of funds by order of law or of an Authority;
- the processing of personal data by Treezor SAS as an independent controller, as well as procedures for the resolution of disputes with the Issuer.

The DETCs and related Annexes are published in their current version at www.trezor.com and are referenced in the footer of the website www.workont.com, on a durable medium (dauerhafter Datenträger) within the meaning of Art. 248 § 4 EGBGB. The Customer is required to take full note of them before acceptance and to consult the subsequent versions in the event of amendment.

Art. 05 Pre-contractual information and durable medium

Before the conclusion of the contract, the Customer receives, in a clear, comprehensible and timely manner, the pre-contractual information, through the publication of these Conditions, the Pricing document and the DETCs on the Platform or by sending on a durable medium. As this is a relationship with an Unternehmer Customer, the exclusions and simplifications of the information obligations provided for by the applicable rules 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 an interpretative discrepancy, the German-language version is authoritative. The Customer has the right, 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, at no additional cost.

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 through the registered email address.

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

The invoice is made available to the Customer in digital form in the restricted area. Promega issues invoices in compliance with the requirements of § 14 UStG and adopts, where and when applicable, the structured electronic invoice format (E-Rechnung) within the statutory time limits. For Customers established in Germany, German VAT at 19% applies (Umsatzsteuer). For VAT-taxable Customers established in other EU Member States (including the Italian Customer holding a valid VAT number), the reverse charge regime applies pursuant to Art. 196 of Directive 2006/112/EC and § 13b UStG.

6.5 Assignment of the receivable

Promega is entitled to assign to third parties the receivables arising from the fees not paid by the Customer, within the limits permitted by § 398 BGB, subject to the obligation of prior communication to the Customer.

Art. 07 Access to the Platform and onboarding

7.1 Procedure

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

7.2 Documentation required

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

7.3 Outcome

Promega may refuse to transmit the activation request to the Issuer where incomplete or inconsistent information emerges, or risk profiles excluded by its corporate policy. The rules set out in 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) within the meaning of § 2 GwG, as an agent of a payment service provider, and is itself required to comply with the anti-money-laundering obligations provided for 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 communicate within 15 days any material change (company name, registered office, ownership structure, beneficial owner, legal representatives, activity carried out, contact details, country of tax residence, source of funds). Failure to update may result in the suspension of operation or the termination of the contract.

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

Art. 09 Account opening: no guarantee

The Customer expressly acknowledges and accepts that:

- the 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 falls in any event to the Issuer as an EMI;
- Promega or the Issuer may refuse the opening of the Account at any time, with no obligation to state reasons, subject to mandatory statutory obligations;
- any indicative processing times are merely indicative and do not constitute a binding commitment.

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

Art. 10 Account, Users and Credentials

10.1 Management of the Account

The Customer is responsible for the management of its Account. As at the date of entry into force of these Conditions, operation on the Account is reserved to the legal representative (Geschäftsführer/director) of the Customer. Any extension to further persons will be governed by specific supplementary conditions.

10.2 Safekeeping of the Credentials and SCA

The Customer and the User are required to safeguard the Credentials and every authentication factor with the utmost diligence, and not to disclose them to third parties. The technical means of 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 associated device. In such cases, the Customer and the User are required to proceed independently and without delay to block the relevant Card directly from the restricted area (dashboard), in the “Cards” section, by selecting the relevant Card and activating the blocking function. The Customer may also contact Promega’s support during the hours indicated in Article 12.3; it being understood that Promega does not operate a 24-hour telephone blocking service and that immediate blocking is carried out by the Customer through the dashboard. The time limits, means and consequences of the notification, as well as the Customer’s liability caps for unauthorised transactions, are governed by the DETCs (Klausel 6 of Annex 3 and Klausel 6 of Annex 4).

Art. 11 Liability of the Customer

11.1 General principle

The Customer is the party exclusively responsible for the use of the Account, the Services and the Cards, and is liable for every transaction executed through the Platform, subject to the cases governed by the DETCs on 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 dispute and the related liability caps are those provided for in the Issuer’s DETCs.

11.2 Truthfulness and completeness of the information

The Customer warrants that all information, declarations and documents provided to Promega and the Issuer, at onboarding and subsequently, 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 appropriate security measures, in accordance with industry best practice, to protect the devices, systems and Credentials used to access the Services, including not sharing the Credentials with third parties.

Art. 12 Compliant use of the Platform

12.1 Compliant use

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

12.2 Prohibited uses

Any use that:

- breaches the anti-money-laundering, anti-terrorism or sanctions rules (GwG, Dir. (EU) 2015/849, AWG/AWV and EU regulations on restrictive measures) is expressly prohibited;
- aims to circumvent controls, thresholds, limits or verification procedures, including through the splitting of transactions;
- is capable of concealing the origin, nature or destination of the funds;
- entails the use of the Account on behalf of undisclosed third parties;
- breaches the intellectual or industrial property, image or privacy rights of third parties;
- constitutes fraudulent conduct, unfair commercial practices or activities prohibited by the applicable law;
- is intended for sectors or activities excluded by the risk policy of Promega or the Issuer.

12.3 Technical disruptions and operational support

In the event of technical disruptions 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 the number +49 211 96666163, as well as through the address support@workont.com and the other channels published on the Platform. Requests for operational support do not constitute a complaint within the meaning of Article 17.

12.4 Consequences of non-compliant use

Non-compliant 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 referred to in 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: the opening and management of a Payment Account with a German IBAN (DE); ordinary SEPA credit transfers (SCT) and instant transfers (SCT Inst); SEPA direct debits (SDD); the issuance and use of physical or virtual Mastercard Payment Cards; ATM withdrawals; the issuance of statements of account and certificates relating to the Account. The type, features, conditions, operational limits and technical means of execution of the Payment Services are governed exclusively by the DETCs and related Annexes 3 and 4, published at www.trezor.com.

Workont does not offer payment transactions outside the SEPA area or transactions in currencies other than the euro. The set of Services actually enabled for each Customer may vary depending on the plan subscribed, the outcome of the KYC/KYB checks and the Issuer's risk policies.

Art. 14 Dispute of transactions

The substantive and procedural rules on unauthorised, unrecognised or erroneous transactions, including the time limits for dispute, 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 complaints channels referred to in Article 17, as the first-instance 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 competence under the applicable rules.

Art. 15 Fees and means of charging

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" footer section, which constitutes an integral part of these Conditions. In the event of a conflict between these Conditions and the "Pricing" document, these Conditions prevail.

15.2 VAT

Unless otherwise indicated, all fees indicated in the Pricing are net of VAT, in accordance with the rules set out in Article 6.4.

15.3 Means of charging

The fees are charged directly to the Customer's Payment Account on the accrual date, in accordance with the frequencies indicated in the Pricing. The Customer is required to maintain on the Account a balance sufficient to cover the accrued fees.

15.4 Costs dependent on third parties

Some costs depend directly on fees charged by third parties (the 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 accordingly, with communication to the Customer within 15 days of the application. The Customer's right to withdraw from the contract, free of charge, within 30 days of the communication remains unaffected.

15.5 Insufficient balance and set-off

In the event of an insufficient balance, Promega and the Issuer are authorised to: (i) charge the amount at the first available credit; (ii) set off the amounts due, within the limits of § 387 BGB et seq.; (iii) temporarily suspend the operation of the Account until the balance is covered.

Art. 16 Suspension, restriction and blocking

The measures of suspension, restriction 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 framework of its mandate and the applicable policies, Promega may also suspend or restrict the Customer's access to the Platform and deactivate the Account where — by way of example — there is: suspicious, anomalous or non-compliant use of these Conditions; suspected breach of the anti-money-laundering, anti-terrorism or sanctions rules; objective risks to the security of the Account; suspected fraudulent use; requests of the competent Authorities; failure to update KYC/KYB; breach of contract by the Customer.

The suspension or blocking is communicated to the Customer before implementation or, where security or objective reasons require immediate execution, immediately afterwards. The statement of reasons is provided to the extent that it is not precluded by security reasons or statutory obligations, in particular of an anti-money-laundering nature or arising from requests of the Authorities. The communication does not take place where statutory obligations require confidentiality. The measures cease as soon as the reasons that gave rise to them no longer exist.

Art. 17 Complaints

17.1 Definition

A complaint is any explicit or implicit expression of dissatisfaction or grievance concerning an act or omission of Promega or the Issuer in connection with the Platform or the Services, irrespective of the channel used and even in the absence of a contractual relationship. Mere requests for information, clarification or operational assistance that do not contain any grievance are not 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 at the page <https://workont.com/reclami/>;**
- sending the form to the dedicated email address complaints@workont.com.

Complaints may be received through any channel (online form, email, post, telephone or in person), and no complaint may be refused on account of the channel used. To ensure traceability, Promega invites the Customer to formalise the complaint in writing through the online form or the address complaints@workont.com, or by post to Promega Service GmbH — Complaints Office — Karlstraße 16, 40210 Düsseldorf. Where the grievance is expressed verbally and the Customer does not proceed to formalise it, the staff member receiving it draws up a written summary and records it. Mere requests for operational assistance do not constitute a complaint and are handled through the dedicated address support@workont.com or the other support channels published on the Platform, in accordance with Article 12.3; where dissatisfaction is expressed through those channels, it is treated as a complaint. For matters within the exclusive competence of the Issuer, the means of direct complaint are those provided for in the DETCs (Klausel 12).

17.3 Internal procedure

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

17.4 Forwarding to the Issuer

Where the complaint concerns the Payment Services, Promega promptly forwards the complaint to Treezor SAS as an EMI, at the dedicated address reklamationen@treezor.com, in accordance with the procedures provided for in the DETCs. The Issuer is the party 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 communicates to the Customer the intake of the complaint within 10 (ten) business days of receipt, in line with the time limit adopted by the Issuer in its DETCs (Klausel 12), and provides the first reply within 15 (fifteen) business days of that same date. In exceptional cases where it is not possible to reply within that time limit for reasons beyond Promega’s control, the Customer receives a reasoned interim reply, and in any event the final reply is provided within 35 (thirty-five) business days of receipt of the complaint. For complaints that do not concern a service covered by PSD2 (for example KYC/KYB, account switching service and similar matters), the final reply 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 dispute resolution

In the event of an unsatisfactory outcome or of a failure to reply within the time limits, the Customer may turn to:

- the Schlichtungsstelle bei der Deutschen Bundesbank, a State conciliation body whose competence as regards payment and electronic-money services extends by operation of law to business operators (Geschäftskunden) in addition to consumers (www.bundesbank.de);
- the Issuer Treezor SAS, subsidiarily to the complaint submitted to Promega, for matters within the exclusive competence of the Issuer, in accordance with the DETCs (Klausel 12), published at www.treezor.com;

- BaFin (Bundesanstalt für Finanzdienstleistungsaufsicht), for reports on supervisory matters pursuant to § 60 ZAG (www.bafin.de);
- the competent judicial Authority within the limits set out in Article 26.

Art. 18 Liability and indemnity

18.1 Limits of Promega's liability

Promega is liable without limitation solely in cases of intent and gross negligence, of harm to life, body or health, and in the cases of mandatory statutory liability, in particular under the Produkthaftungsgesetz. In the event of a slightly negligent breach of an essential contractual obligation (Kardinalpflicht), the observance of which is decisive for the achievement of the purpose of the contract and on whose observance the Customer may legitimately rely, Promega's liability is limited to the loss typical of the contract and foreseeable at the time of its conclusion. Any further liability of Promega for slight negligence, on whatever basis, is excluded, including with regard to non-essential obligations. The limitations and exclusions also apply to the personal liability of bodies, employees, representatives, auxiliaries and other persons of whom Promega makes use (Erfüllungsgehilfen within the meaning of § 278 BGB).

18.2 Exclusion of indirect damages

Save in the cases referred to in Article 18.1 (intent, gross negligence, personal injury and mandatory statutory liability), Promega is in no case liable for indirect, consequential or mediate damages, including by way of example loss of profit, loss of savings, loss of customers or goodwill, reputational harm, loss of data and damages from business interruption. To the extent permitted by law, and save in the cases referred to in Article 18.1, Promega's overall liability for slight negligence in the breach of essential obligations is in any event limited, for each damaging event and for the set of 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 case and on no basis liable for the execution, non-execution or defective execution, refusal, suspension, blocking, delay or any other aspect of the payment and electronic-money services provided by the Issuer, the rules and liability for which are governed exclusively by the rules applicable to Trezor SAS and by the DETCs and related Annexes. Nor is Promega liable for the availability, value dates, operational limits, rejection of transactions or closure of the Account ordered by the Issuer. Only Promega's own obligations as an agent remain, within the limits and in accordance with the standards of diligence referred to in Article 18.1.

18.4 Force majeure and causes not attributable

Promega is not liable for the non-performance, suspension or delay in the provision of the Services caused by events of force majeure or by unforeseeable circumstances external to its sphere of control, including by way of example failures or interruptions of telecommunications or energy networks, cyberattacks, malfunctions of third-party providers, of the Issuer, of the payment schemes or of the SEPA infrastructures, strikes, measures of authorities, pandemics, natural and warlike events. Promega is equally not liable where compliance with national or supranational statutory obligations — in particular as regards anti-money laundering, anti-terrorism and restrictive measures (sanctions) — requires, prevents or delays the execution, 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 referred to in § 276 BGB, to ensure the continuity and security of the Platform, without however assuming any guarantee of uninterrupted or error-free operation. There may be scheduled interruptions for maintenance activities and unscheduled interruptions for technical, security, force-majeure or third-party-related causes. Save in cases of intent or gross negligence of Promega, such interruptions do not give rise to any liability for compensation on the part of Promega. Where and to the extent provided for by mandatory rules, any proportionate reduction of the fee remains unaffected, limited to the period of unavailability of the Platform attributable to Promega that continues for a significant time; any further claim of the Customer connected to the unavailability is excluded.

18.6 Indemnity by the Customer

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, penalty or claim, including of third parties and including reasonable legal costs, arising in whole or in part from: (i) the improper, unlawful or non-compliant use of the Platform, the Services or the Cards under these Conditions; (ii) the breach of statutory, regulatory or contractual obligations by the Customer or the User; (iii) the communication of false, incomplete, inaccurate or misleading information or documents; (iv) the acts or omissions of the User or of persons of whom the Customer makes use; (v) claims or requests of third parties connected to the Customer's activity. This indemnity operates to the maximum extent permitted by law and is reduced proportionately only for the share of damage attributable, where applicable, to intent or gross negligence of Promega or the Issuer, pursuant to § 254 BGB.

Art. 19 Duration, termination and cessation

19.1 Duration

The contract is concluded for an indefinite period 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, with no obligation to state reasons and without notice. Termination is exercised by means of an express request for closure, transmitted in accordance with the means set out in 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 residual balance and the related time limits are governed exclusively by the DETCs. The Customer is required to indicate a destination payment account held by the Customer itself 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, even without stating reasons, by communication in text form to the Customer with at least one (1) month's notice, consistent with the DETCs (Klausel 11.2.a), which provide for that reduced period for Customers who are not consumers. During the notice period, Promega and the Issuer retain the power to adopt the measures of suspension, restriction and blocking referred to in Article 16.

19.4 Form of termination

The request for termination and closure of the Account is transmitted by the Customer in text form (§ 126b BGB) to the address support@workont.com, exclusively from the email address communicated at registration, and must contain: (i) the express and unequivocal request for closure; (ii) a copy of a valid identity document of the legal representative or holder; (iii) the IBAN of the destination account held by the Customer; (iv) any further documentation reasonably requested for the purposes of the identity and anti-money-laundering checks. The time limits run from the 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 the continuation of the relationship until the expiry of the ordinary notice period cannot be required. Good cause for termination by Promega and/or the Issuer includes, by way of example and without limitation: serious or repeated breach of the contractual obligations; breach, even merely suspected on an objective basis, of the anti-money-laundering, anti-terrorism or restrictive-measures (sanctions) rules; communication of false, incomplete or misleading information or documents at onboarding or subsequently; measures, requests or directions of the competent Authorities or of the Issuer that prevent or render the continuation of the relationship not required; commencement of insolvency or liquidation proceedings against the Customer; failure to update, or incomplete updating of, KYC/KYB despite reminder; loss of the status of Unternehmer; use of the Platform, the Services or the Cards for unlawful or non-compliant purposes; harm to the security or reputation of Promega or the Issuer.

In the cases where good cause consists in the breach of a contractual obligation, immediate termination presupposes, where required by § 314 Abs. 2 BGB and the DETCs (Klausel 11.2.b), the prior warning or the granting of an appropriate period to remedy that has elapsed without success, unless the warning or the period prove superfluous owing to the particular seriousness of the breach, the existence of mandatory statutory obligations or other circumstances that in themselves render the continuation of the relationship not required. Where good cause exists, Promega and the Issuer may order the immediate suspension of operation pursuant to Article 16.

19.6 No charge for termination

Pursuant to § 675h Abs. 4 BGB, the exercise of termination entails no cost for the Customer. The periodic fees (in particular the subscription 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, where applicable, and relating to the period after that date is refunded to the Customer proportionately, in accordance with Article 20.2. The fees already accrued for Services actually provided remain due; the one-off amounts already paid for activation or onboarding activities already carried out are non-refundable, in accordance with Article 20.3.

19.7 Effects of cessation

The operational means of cessation, of closure of the Account, of deactivation of the Cards and of refund of the residual balance, as well as the related time limits, are governed exclusively by the DETCs (Klausel 11.1 and Anhang 4). As regards its own competence, on the effective date of cessation Promega deactivates the Customer's access to the Platform and ceases the provision of the technological and support services. The Cards are automatically deactivated by the Issuer in accordance with the DETCs, remaining the property of the Issuer. The Customer is liable for any use following cessation. The provisions intended by their nature to survive cessation — as regards liability, indemnity, confidentiality, document retention and jurisdiction — remain effective.

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 by §§ 312g and 355 BGB is reserved for consumers and therefore does not apply to the Customer, in accordance with what is 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 the periodic fees of Promega paid in advance and relating to the period after the effective date of termination are returned to the Customer proportionately (pro rata temporis), consistent with Article 19.6, within thirty (30) days of the effective date of termination. The means of the refund are also set out in the Pricing document.

20.3 Non-refundable amounts

Save in the cases of liability of Promega pursuant to Article 18, the following are non-refundable: the fees for transactions already executed; the one-off fees and the shipping costs of the Cards already issued; the documented out-of-pocket costs of processing; any third-party fees already settled and not recoverable.

20.4 Refund of the Account balance

The refund of the residual balance of the Payment Account at par value, the related means and the 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 by the Customer itself, identified by a valid IBAN in the SEPA area, in accordance with the provisions of the Issuer's DETCs. Refunds to accounts held by persons other than the Customer are not permitted. The Customer is responsible for the accuracy of the details provided; the refund remains suspended until the communication of valid details held by the Customer.

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

The amendments will be communicated to the Customer with at least two (2) months' notice before the date of entry into force, 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 view of the Customer's status as an Unternehmer (§ 14 BGB), the amendments are deemed accepted by the Customer where the latter does not communicate its dissent to Promega, before the proposed date of entry into force, through the channels referred to in Article 17.2. Promega will expressly inform the Customer, in the communication of the proposed amendment, both of that legal consequence and of the Customer's right to terminate the contract free of charge pursuant to Article 21.4.

21.4 Right to terminate free of charge

In the event of dissent, the Customer has the right to terminate the contract, free of charge and with immediate effect, at any time before the date of entry into force of the amendments.

21.5 Amendments in the Customer's favour

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) communicate within 15 days any material change; (iii) respond without undue delay to the requests for information and documentation from Promega or the Issuer; (iv) promptly report anomalies, errors, malfunctions; (v) ensure that the User is informed of these Conditions and the DETCs and observes their obligations. Failure to comply may result in the suspension of operation, the restriction of the Services or the 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 take place 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 restricted area, accessible by authentication, constitutes notification on a durable medium (dauerhafter Datenträger) within the meaning of § 675a Abs. 3 BGB.

Communications from the Customer to Promega take place through the dedicated contact form published on the Platform or through the following dedicated email channels: support@workont.com for requests for operational assistance; complaints@workont.com for formal complaints pursuant to Article 17.2; privacy@workont.com for the exercise of the rights provided for in Art. 15-22 GDPR.

23.2 Language of the contract

These Conditions are authoritative in the German-language version. Translations into Italian and other languages are provided as a courtesy. In the event of an interpretative discrepancy, the German version prevails.

23.3 Document retention

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

Art. 24 Protection of personal data

In connection with 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 the payment and electronic-money services, Treezor SAS acts as the sole controller within the meaning of Art. 4(7) of Regulation (EU) 2016/679 (GDPR), while Promega Service GmbH acts as an agent of a payment service provider and, for the processing carried out on behalf of Treezor in that context, as a processor within the meaning of Art. 28 GDPR, in accordance with the data processing agreement (DPA) concluded between the parties. For the processing falling within its own perimeter (management of the Platform, support, website and cookies, commercial management and its own statutory obligations), Promega acts as an independent controller. There is no joint controllership within the meaning of Art. 26 GDPR. The complete information is contained in the notices published by each controller:

- Promega Service GmbH: Privacy Policy published on the website www.workont.com in the “Important legal pages” footer section, under “Privacy Policy” (<https://workont.com/privacy-policy/>);
- Treezor SAS: Privacy Policy (Annex 2 to the DETCs) published at www.trezor.com and referenced in the footer of the website www.workont.com, under “Privacy Policy Treezor”.

For the exercise of the rights provided for in Art. 15-22 GDPR, the Customer may turn to the controller competent according to the purpose of the processing: for the processing of Promega Service GmbH, privacy@workont.com; for the processing of Treezor SAS, dpo@trezor.com.

In the event of a personal data breach concerning processing within the competence of Treezor SAS as an independent controller, every decision and every obligation relating to notification to the supervisory authority (Art. 33 GDPR) and communication to the data subjects (Art. 34 GDPR) fall exclusively to Treezor as controller. In such cases, Promega does not directly notify the supervisory authorities or the data subjects, but transmits to Treezor, without undue delay, all the necessary information; dpo@trezor.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, save for statutory obligations or orders of the competent Authorities. The confidentiality obligations continue for five (5) years after the cessation 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 group or to third parties in the context of corporate transactions, with at least two (2) months' prior communication to the Customer. In such a case, the Customer will have the right to terminate free of charge.

Art. 26 Supervision, applicable 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 BaFin's supervision. Promega Service GmbH, as an 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 Applicable law

These Conditions and any contractual relationship arising therefrom are governed exclusively by the law of the Federal Republic of Germany, to the exclusion of the conflict-of-law rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG). As this is a relationship between professionals (Unternehmer), this choice of law operates within the limits permitted by Art. 3 of Regulation (EC) No 593/2008 (Rome I), with any applicable mandatory provisions remaining unaffected.

26.3 Jurisdiction

For any dispute arising from or connected to 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 separate estate under public law, the courts of Düsseldorf have exclusive jurisdiction pursuant to § 38 Abs. 1 ZPO. In the other cases, 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 a chosen forum pursuant to Art. 25 of Regulation (EU) No 1215/2012 (Brussels Ia). The power of Promega and the Issuer to bring proceedings before the Customer's general forum remains unaffected.

Art. 27 Informational provisions for Italian customers

This article contains information of a merely informative nature intended for Customers with their registered office in Italy, with no derogating effect on the applicable law and 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 established 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.

27.2 Status of Unternehmer

Access to the Services is reserved exclusively to Unternehmer (§ 14 BGB), corresponding substantially to the person who acts in the exercise 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 VAT-taxable Customer are subject to the reverse charge regime pursuant to Art. 196 of Directive 2006/112/EC and the related Art. 7-ter of DPR 633/1972, with the obligations of self-invoicing and payment of VAT remaining with the Italian Customer.

27.4 Tax obligations

The Italian Customer is responsible for its own tax and declaratory obligations in Italy, including — where applicable — the 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 clause

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

28.2 Tolerance

Tolerance or the failure to exercise a right or a 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, the Privacy Policy and the Cookie Policy of Promega, as well as the Issuer's DETCs and related Annexes, constitute the entire agreement between the parties.

28.4 Written form

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