TERMS AND CONDITIONS

These Terms and Conditions (the "T&C") are related to the relationship arising from the contract entered into between the Italian company Redo Srl (the "Supplier"), headquartered in Milan, Corso Garibaldi 49, VAT no. 11601770966, and the user of its services and/or products (the "Client") with regard to and through the platform GENYO.AI, acquired through an online subscription on the Supplier's website. (hereinafter, the "Service Agreement").

Such Service Agreement is governed by these T&C which set out the rights, obligations, and responsibilities of both the Supplier and the Client (the "Parties").

Therefore, these T&C regulate the supply by the Supplier of its services and/or products licensed for use as described hereinafter. Prior to entering into any Service Agreement or making any purchase under the thus established contractual framework, the Client shall have the opportunity to consult the most up-to-date version of the T&C by accessing the Supplier's website at https://www.genyo.ai.

GENYO.AI is a no-code self-provisioning platform (the "Platform") composed of modular AI agents designed to support the Client in financial services related activities, including, among others, credit scoring, fraud prevention, customer rating, early warning, and risk management. It is built on foundation models enabling the creation of AI agent models. GENYO.AI is a registered brand. The Client acknowledges that the Platform uses AI models and that usage must comply with applicable AI regulations in relevant jurisdictions.

By registering on the website and subscribing to the services, the Clientacknowledges having read, understood, and accepted the T&C, including all clauses that, pursuant to Articles 1341 and 1342 of the Italian Civil Code, require specific approval, and so by ticking the appropriate 'I accept' box.

The use of the Platform is granted, and is made available, by the Supplier, which is the sole and legitimate owner of the Platform, the services provided, and all associated intellectual property and exploitation rights.

All services provided through the Platform ("Service" or "Services") are intended, among others, for financial service providers, banks and credit institutions duly incorporated and legally authorized to engage in such business in the relevant jurisdiction(s). The Supplier does not offer the Services to, nor will it enter into any contractual relationships with, natural persons and/or consumers, or any other entity, for any purpose.

The Client, having reviewed the features and functionalities of the Service according to its own needs, intends to obtain the Service that the Supplier offers and will be offering through the

Platform, on an "As Is" basis, under the conditions specified in these T&C.

In order to activate the related, necessary account, the Client shall have to complete the registration process by entering a valid e-mail address under its own sole control and the other data required by the Platform at the relevant time, so that it may obtain the necessary credentials to access the Services and the Client's profile on the Platform.

The natural person acting as the authorized signatory and the representative for the Client undertakes to provide GENYO.AI with truthful information and to keep it up to date.

The Supplier shall provide the Client with three subscription plans, namely:

- 1) "Basic Account"
- 2) "Premium Account"
- 3) "Pro Account"

Each of the above-mentioned accounts shall be configured, with its own distinct credentials, by the Client.

All personal data provided by the Client to GENYO.AI will be processed in accordance with applicable laws and the Supplier's privacy policy.

In providing the Services, the Supplier acts as data processor pursuant to Article 28 of the GDPR and the Client acts as data controller. The Supplier and Client shall accept a specific agreement relating to data processing (Data Processing Agreement pursuant to Article 28 of the GDPR).

In this respect, the Supplier undertakes to align with the applicable corporate IT security policy, where and if applicable; the Supplier also undertakes to process data in accordance with the applicable classification patterns, with particular reference to confidentiality. The Parties acknowledge that ownership of the software, technical documentation, and other ICT resources related to the execution of the Service Agreement, the Platform and the Services belongs to the Supplier; the latter acknowledges the Client's exclusive right to the personal data relating to its customers and the services provided to it. The Supplier undertakes to periodically create backup copies of the information system (database, transactions, application and system logs), without prejudice to the Client's right to access the backup copies upon request. The Supplier acknowledges the Client's right to know, upon request, the location of the data centers and the number of employees with access to confidential data or critical components; this information shall be periodically updated by the Supplier.GENYO.AI uses AWS as its infrastructure. The

execution of the Service Agreement, the Platform and the Services.

1. SCOPE

The purpose of these T&C is to regulate the licensed use of the procedures, software, and Services provided by the Supplier to the Client, all of which are duly supplied in software as a service (SaaS) mode.

The agreement for the provision of services entered into between the Supplier and the Client, concluded online, constitutes the entire Service Agreement, which shall be exclusively governed by these T&C and the relevant legal provisions, including all dispositive provisions unless otherwise agreed by the Parties ("norme dispositive").

The Service Agreement shall be deemed concluded upon the acceptance of the proposal submitted by the Client by filling and submitting the appropriate form through the relevant Web feature.

The Client must use the Platform and the Services therein exclusively for the purposes specified in these T&C.

The Client agrees to comply with all applicable AI, banking and personal-data processing regulations, including GDPR and any sector-specific laws in force in the relevant jurisdictions. Specifically, the Client and the Supplier acknowledge that the Services might constitute a "High-Risk AI System" under the EU Regulation (EU) 2024/1689 (AI Act), meaning in this framework any software that, for a given set of human-defined objectives, can generate outputs such as content, predictions, recommendations, or decisions influencing the environments or behaviors of natural or legal persons in particular when used for credit scoring, risk assessment, fraud detection, or other prediction-critical tasks.

The Client acknowledges and agrees that the Supplier may collect, process, and use data generated, if any, through the use of the AI, including embeddings and other numerical representations derived from the Client's data, for the purposes of improvement, maintenance, and training of AI models, in compliance with applicable laws, including the GDPR and the AI Act. The Client grants the Supplier a worldwide, non-exclusive, and perpetual right to use such data, if actually generated. The Supplier will ensure that no personally identifiable data is disclosed to third parties without consent, except as required by law.

2. EXCLUSIVE RIGHTS

All content included in, and/or accessible on, the Platform (including, but not limited to, images, videos, data, texts, models and sounds, as well as any outcomes of the usage of the Platform) is the exclusive property of the Supplier or of other parties affiliated with the Supplier through a specific content usage agreement. In the case of content provided directly by the Client (including, but not limited to, data, images, videos, texts and sounds), such content is considered to be granted to the Supplier under a non-exclusive, free-of-charge co-license, with no time limitations, valid worldwide and across all existing and future means of distribution and communication. The Client acknowledges that user-submitted content must comply with applicable banking (if this applies) and AI compliance rules.

The Client expressly undertakes not to distribute and/or reproduce, even partially, any data or content included in the Platform or made available through it unless expressly authorized by the Supplier. This includes reproducing AI models, weights, or algorithms contained within the Platform or its output.

The foundational GENYO.AI model, including the classifications and categorizations available on the Platform are the exclusive property of the Supplier or of any third parties holding rights in the software incorporated therein. The Client expressly agrees not to disassemble, copy, or reverse-engineer the software used, whether for business, study, research or any other purposes, and shall not permit any third party under its authority to do so, unless expressly authorized in writing by the Supplier.

3. RELATIONS BETWEEN THE CLIENT AND THE SUPPLIER

By accepting these T&C the Client expressly agrees to make use of, and share, only content and data for which it holds ownership and/or usage rights, and not to infringe upon the intellectual or industrial property rights or any other exclusive rights of the Supplier or any third parties. In any case, the Client agrees not to make any use of the Platform in violation of mandatory laws of the relevant jurisdiction(s) and/or the rights of third parties. Specifically, the Client undertakes to comply with all regulations regarding AI adoption and usage in financial services (if it applies), including bias mitigation, transparency, and auditing obligations. The Client must ensure that decisions based on the AI are subject to appropriate human oversight ("human-in-the-loop"), especially for credit decisions, risk scoring, fraud alerts, or any automated recommendation with material impact.

The activation of the Services shall occur upon the acceptance of the Client's proposal, at the Supplier's entire discretion, pursuant to the modalities applicable to each of them, as set forth in the respective price lists. In particular, the Services shall be available provided that the Client has at its disposal the exact amount of credits required.

For the purpose of performing the operations required for the activation or, in any event, the provision of the Services by the Supplier to the Client, the Client undertakes to provide the advance payment and the documentation and information requested at the relevant time by the Supplier, or by third parties appointed thereby, in a timely manner and in such form so as to ensure the proper fulfillment of the obligations set forth in the Service Agreement and the T&C.

The Supplier currently offers two subscription options:

- 1. Monthly subscription, with automatic debit of the fee.
- 2. **Annual subscription**, with a duration of 12 (twelve) months, payable in a single installment and subject to automatic renewal upon expiry.

In addition to the periodic subscription, the Client has the option of purchasing packages of credits allowing it toperform the desired number of computations/operations. Purchased credits will not expire and can be accumulated by the customer and used at any time as long as a subscription is active. In the event that the Service Agreement is terminated by the expiry of the original and subsequent subscription, the account shall be kept "available" for a period of sixty (60) days, with all the relevant data. After that period, the Client wishing to resume the Services will have to register a new, again going through the original registration process, and all its credits, data, models and any other information will be lost.

The Supplier reserves the right to suspend the Services if their utilization and the dataset uploaded on the Platform are found in breach of the legal provisions related to the adoption of artificial intelligence systems or or applicable regulations in the relevant jurisdiction(s). The Client undertakes to designate and train a responsible team, including compliance, risk, IT, and business units, to monitor and use the AI system in accordance with regulatory obligations. Specifically, in the event that a phenomenon of drift is detected in the execution of the Service Agreement, the Platform and the Services, and the Client and/or the team appointed fails to remedy such occurrence, the Supplier has the right to suspend the operation of the Platform and/or the provision of Services.

If and to the extent that the Client qualifies as a bank based in Italy, the Supplier undertakes to provide the Client with a written notice of any event that may have a material impact on its ability to effectively perform the Services, the functions in line with the agreed service levels and in compliance with applicable law and regulatory obligations. The Supplier will cooperate with the competent authorities, as well as with any other entities designated by them, pursuant to the applicable legislation.

The Client is entitled to constantly monitor the performance of the Services provided by the Supplier.

If and to the extent that the Client qualifies as a bank based in Italy, the Supplier acknowledges: (i) the Client's and the competent authorities' unrestricted right to inspect and audit the Supplier with respect to the activities regulated hereby; (ii) the competent authorities' and resolution authorities' right to gather information and conduct investigations pursuant to Article 65(3) of Directive 2013/36/EU and Article 63(1)(a) of Directive 2014/59/EU. The Client acknowledges that it is the Client's responsibility to ensure that the internal audit function is able to review the outsourced function in accordance with the applicable legislation, taking into account, inter alia, that the functions may become "essential or important" (pursuant to the applicable regulations) over time. The Supplier undertakes not to impede or limit the right of access and audit by the Client, the competent authorities, or any third parties designated by them. In particular, the Supplier undertakes to allow the Client and the competent authorities and any other person designated by them: (a) to have full access to all company premises (e.g., head offices and operations centers), including the entire set of devices, systems, networks, information, and data used to perform the Services; (b) to conduct inspections and audits in relation to the activities regulated hereby, in order to enable the proper monitoring of the Service Agreement and ensure compliance with all applicable regulatory and contractual obligations. The Supplier recognizes the Client's right to avail of: joint audits organized together with other customers of the same Supplier; third-party certifications and third-party or internal-audit reports made available by the Supplier. The Supplier undertakes to allow the Client to conduct, upon request, periodic tests to assess the effectiveness of internal ICT security measures and processes and to prevent or manage external attacks. It is understood that, prior to carrying out an on-site access, the Client (or any competent authorities, auditors or delegated third parties, as the case may be) must provide reasonable notice to the Supplier, unless this is not possible due to an emergency or crisis situation or if the notice would lead to a situation where the audit would no longer be effective. The Parties acknowledge the powers afforded to the national resolution authorities and, in particular, pursuant to Articles 68 and 71 of Directive 2014/59/EU (BRRD). For the purposes of the aforementioned legislation, the Parties acknowledge that the "substantive obligations" under the Service Agreement, pursuant to Article 68 of the same Directive, are: (I) the Supplier's obligation to make available the Platform to the Client, in accordance with the applicable subscription option; and (ii) the Client's obligation to pay the applicable fees and considerations under these T&C.

4. SUPPLIER'S RIGHTS

The Supplier reserves the right to unilaterally terminate the provision of the Services at any time and without notice, suspend and/or terminate updates and support for one or more modules,

programs, or services covered by the Service Agreement and these T&C, should regulatory changes and/or technical developments in equipment render the updates of the aforementioned programs obsolete or excessively burdensome.

The delegation and/or subcontracting of the functions provided for in the Service Agreement and/or under the Platform (or substantial parts thereof) is not permitted: therefore, the statutory rules governing the limitations and conditions for subcontracting of essential or important functions are not applicable.

The Supplier may also implement monitoring or auditing measures to ensure the Client's use of AI models complies with applicable laws, ethical guidelines, and financial services regulations.

5. PAYMENT TERMS

With respect to the consideration for the supply of Services and the purchase thereof, the Client acknowledges and agrees that the Supplier shall be entitled to charge to the credit card or other payment method selected by the Client, including through separate invoicing, any taxes, levies, commissions, and all other costs which the Client is obliged to bear in connection with the transaction and/or the charge effected by the Supplier.

Any adjustments arising from currency exchange variations shall be governed by the agreements entered into between the Client and the provider of the Client's credit card.

The Supplier does not grant pro rata refunds for purchased but unused time. All payments must comply with applicable financial services regulations and anti-money laundering requirements.

6. TERM

The Client is entitled to a free trial period of 14 (fourteen) calendar days from the date of first access to the Platform. During this period, the Client may use the Platform and the free granted credits and its predictive model functionalities (it might be the case where the customer must pay if he has used all the free credits). All trial use of the Platform must nevertheless follow all other rules provided by in these T&Cs. At the end of the trial period, continued use of the Platform will be subject to the applicable fees as outlined in the commercial offer. Upon expiration of the free trial period, any data, models, and functionalities created during the free trial shall remain available for a period of sixty (60) days. If the customer does not activate a paid account within such sixty (60)-day period, all such information shall no longer be available. If the Client does not wish to continue, access will be automatically suspended unless a paid

subscription is activated and otherwise will be converted into a contract of an indefinite duration, which shall last until a subscription is kept active by the Client or the Service Agreement is otherwise terminated.

7. PROHIBITION ON THE ASSIGNMENT OF THE RIGHT OF GENYO.AI USE LICENSE

The Client may not assign to third parties any of the rights arising from the Service Agreement, nor may the Clientgrant any sublicense to use the Platform. All sublicensing or transfer of rights without the Supplier's written consent is strictly prohibited. The Client shall also prevent third parties and individuals other than its employees and officers from accessing the Platform through its account.

8. TERMINATION

In the event of a breach of the Service Agreement and/or these T&C by the Client, the Supplier shall have the right to terminate the contract. The Supplier shall also have the right to refuse any new periodic subscriptions by the Client once the subscription in place expires.

Notwithstanding the foregoing, the Platform will automatically suspend the Services if the fees of the Services have not been paid in advance

Furthermore, it is understood that, should the Supplier, upon receipt of the Client's request, find itself unable to activate one or more Services for reasons not attributable to the Supplier, the Supplier hereby reserves the right to terminate the provisions of these Services that cannot be activated without any charges or liability to the Client.

The Supplier will automatically suspend the provision of Services in the event of the Client's failure to comply with the payment terms set forth in the individual proposals. Such suspension of the provision of Services shall in no case give rise to any liability of the Supplier for any damages that may result to the Client as a consequence of the suspension of Services.

The Supplier may also terminate the provision of Services without notice and with immediate effect if the Client is subjected to insolvency or resolution proceedings (including all proceedings provided for by Directive 2014/59/EU, BRRD), becomes insolvent (even *de facto*) or assigns its assets to creditors, suffers a seizure or any other form of encumbrance on its assets, or is placed into liquidation, whether voluntary or compulsory, or is banned, even on a temporary basis, from the provision of financial services or loses the necessary authorizations and statutory requirements.

In the event of termination of the provision of Services due to the Client's actions and fault, the Supplier shall in any case have the right to claim the fees due up to the contractual expiry date, without prejudice to claims for further damages.

It is understood between the Parties that, pursuant to and for the purposes of Article 1456 of the Italian Civil Code, a material breach giving rise to the automatic termination of the provision of Services with immediate effect shall consist of any delay by the Client in the payment of the amounts due to the Supplier, without any obligation on the part of the Supplier to reimburse the Client for amounts paid in advance for products and/or Services not yet utilized, and without prejudice to the Supplier's right to seek compensation for any additional damages incurred.

Furthermore, failure to comply with the obligations set forth in Section 2 (Exclusive rights), in Section 3 (Relations between the Client and the Supplier) and in the Section 7 (Prohibition on the assignment of the right of GENYO.AI use license) of the T&C shall likewise constitute material breaches triggering automatic termination.

The Supplier may suspend the Client's access to and use of the Platform in the following circumstances:

- In the event of AI model "drifting" phenomena attributable to the Client, including for the purpose of avoiding that such drifting may affect the overall working of the Platform and the performance and compliance of the Services also with regard to other Clients.
- In the event that the Client uses the Platform in a manner that is contrary to the applicable law or to mandatory legal or regulatory provisions (including any circular or guidance enacted by any regulatory authority) or AI compliance regulations.

The right to claim compensation for any further damages suffered by the Supplier shall in any case be preserved.

Without prejudice to the foregoing, the Client is expressly entitled to terminate this Service Agreement in the following circumstances: a. if the Supplier acts in breach of the applicable statutory, regulatory or contractual provisions and the Supplier fails to provide remedy thereto within 30 days of the breach event being notified on the latter; b. if impediments are identified that could impair the proper performance of the activities regulated hereby; c. in the event of significant changes that affect this Service Agreement or the Supplier and the Supplier fails to provide remedy thereto within 30 days of the event being notified on the latter; d. in the event of material

weaknesses in the management and security of confidential, personal or otherwise sensitive data or information, provided that the Supplier fails to provide remedy thereto within 30 days of the event being notified on the latter; e. if instructions are given to this effect by the competent authority.

9. LIABILITY

The Platform operates through the data storage, data processing and data transmission services provided by Amazon Web Services ("AWS"). The Supplier utilises AWS infrastructure to ensure scalability, reliability, and security of the services offered. While AWS provides robust hosting capabilities, the Supplier shall not be responsible for the management and operation of the Platform for the protection and availability of the Client's data beyond what is provided by AWS. Service availability may be subject to the performance and limitations of third-party hosting providers.

In no event shall the Supplier's liability exceed the price of the paid-for and unused Services. The Client assumes responsibility for compliance with data protection laws (e.g., GDPR) and sector-specific rules when uploading data.

10. LIMITATION OF LIABILITY

The Client agrees to hold the Supplier harmless from any liability, whether directly or indirectly related to content published by the Client or by other users allowed by the latter to operate on the Platform. The Client undertakes to use the Supplier's Services in compliance with applicable AI, financial services, privacy and any other regulation that might apply.

In any case, the Client may report any violations of the T&C and/or other published content by writing to <u>ai@genyo.ai</u>. If, at its sole discretion, the Supplier considers that a Client's behavior does not comply with the applicable law and/or with the T&C, it reserves the right to restrict, suspend, or terminate the Client's account or to prohibit access to the Platform, the website and the Services.

The Client undertakes to make use of the Services in full compliance with applicable laws and any rights of third parties; declares and warrants to hold full ownership of the rights related to the use of all documents and materials required for the provision of the Services and the use of the products, indemnifying the Supplier against any action or claim by third parties arising from or in connection with the use of such documents and/or materials in violation of applicable laws and third-party rights.

The use of the Platform shall be permitted exclusively through remote access fromterminals used by the Client over the internet, and, where expressly enabled by the Supplier, through application programming interfaces (APIs). Any inferences or outputs generated by the Platform shall be deemed part of the Services provided to the Client. The Client therefore acknowledges that access to the Platform shall be possible only subject to its access to adequate connectivity and bandwidth and browsing capacities and undertake not to make use thereof that may impair or risk impairing the general accessibility, performance or security of the Platform, bearing responsibility for their proper configuration and for any necessary adjustments resulting from updates to the Services and/or the technological infrastructure supporting its delivery.

The Client shall not hold the Supplier liable, whether directly or indirectly, for any malfunction or inability to access the Service resulting from the connection referred to in the foregoing clause, whether due to its improper functioning or to the inadequacy of the Client's IT systems in relation to the technical requirements specified by the Supplier.

The Supplier shall bear no responsibility for malfunctions of internet services arising from issues related to the management of cellular telephone or satellite or cable networks, international data backbones, power grids, including breakdowns, overloads, interruptions, or any other events beyond the Supplier's control.

The Supplier shall bear no responsibility for direct or indirect damages resulting from the use or non-use of the Services, products, or reports generated, processed and/or visualized and printed through the Platform, its proprietary programs, or programs over which it holds exploitation rights. Decisions taken by the Client on the basis of the outcomes of such reports and/or their interpretation shall be based on entirely independent human choices, the consequences of which shall not, under any circumstances, be imputed to the Supplier.

The Supplier assumes no liability whatsoever with regard to the accuracy of the data provided or of the documentation supplied by the Client for the analysis and/or preparation of reports. The Client retains full responsibility for decisions based on AI outputs. For the entire duration of the subscription, the Client's data shall remain available for download. For the Basic account, the data shall remain available for a maximum of 1 year; for the Premium account, the data shall remain available for a maximum of 3 years; and for the Pro account, the data shall remain available for a maximum of 10 years.

Any material downloaded or otherwise obtained through the use of cloud computing services shall be at the Client's sole discretion and exclusive risk. The Client shall bear full responsibility for any damage to its computer or other equipment, as well as for any loss of data resulting from the use or download of such material.

If and to the extent that the Client qualifies as a bank based in Italy, the Client acknowledges that:

- In respect of the activities envisaged by this Service Agreement and under these T&C, the Supplier is not required to take out compulsory insurance against any type of risk, nor to ensure a minimum level of insurance coverage.
- The Supplier has implemented adequate risk mitigation measures, with particular regard to ICT and data security, as well as suitable measures to ensure accountability and traceability of the transactions, at least with reference to critical operations and access to personal or sensitive data.
- It has received adequate information from the Supplier regarding the allocation of tasks and responsibilities relating to security measures for the protection of data, applications, and systems, as well as regarding measures relating to the main internal and external threats, including via the Internet, and communication and coordination procedures in the event of IT security incidents and business continuity. The Client acknowledges that the information provided by the Supplier is consistent with the procedures defined within the Client for the risk analysis process and the data management system.
- in no event shall the Supplier have the duty to monitor the applicable underlying regulatory framework, nor to highlight any change, update or evolution in the legislation which may impact the usage of the Services and of the Platform.
- neither the Service Agreement nor these T&C may be considered as giving rise to an advisory relationship between the Client and the Supplier.
- in no event shall the Supplier bear any liability in connection with any deed, act or behaviors
 which may be put in place by the Client after the usage of the Services and/or the Platform,
 including but not limited to the Client's compliance with the applicable rules and
 regulations on payment or banking services.

11. MODIFICATION OF THE TERMS AND CONDITIONS OF USE

The Supplier reserves the right to modify these T&C at any time, even without prior notice, by publishing the updated version on its website. The revised T&C shall become effective as of the date of publication on the website, and applicable to any subsequent subscription by the Client or usage of the Services.

The Supplier also reserves the right to introduce modifications, enhancements, or improvements, without limitation, to the Platform's functionalities, including AI features, compliance mechanisms, and privacy-related policies, without any obligation to individually notify the Client, whose consent is hereby deemed granted. When new functionalities or upgraded are released, Client's continued use of the Platform shall constitute acceptance of such changes. Clients who do not agree with any updates may deactivate their registration and account at any time.

The Services will be performed on a pure digital and data-processing basis: it is not possible, therefore, to identify a specific jurisdiction where the functions are located. The related data, however, will be stored, processed and transmitted by using hosting systems made available by Amazon Web Services ("AWS"), which is based in Germany and Ireland. Any change, in whole or in part, to this paragraph shall be subject to prior written notice to the Client. Should the latter fail to respond within 5 days, such change will be deemed as approved by the Client.

12. GOVERNING LAW AND COMPETENT JURISDICTION

The relationship between the Client and the Supplier is governed by and construed in accordance with Italian law.

Any dispute between the Parties arising out of or relating to the interpretation, execution, or termination of these T&C and the Service Agreement shall fall under the exclusive jurisdiction of the Court of Milan.

Pursuant to and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client declares to have carefully read and expressly and specifically approved the following clauses: Section 1 (Scope); Section 2 (Exclusive rights); Section 3 (Relations between the Client and the Supplier); Section 4 (Supplier's rights); Section 6 (Term); Section 7 (Prohibition on the assignment of the right of GENYO.AI use license); Section 8 (Termination); Section 9 (Liability); Section 10 (Limitation of liability); Section 11 (Modification of the terms and conditions of use); Section 12 (Governing Law and Competent Jurisdiction).