

GENERAL TERMS AND CONDITIONS FOR USING THE "Earnext" PLATFORM - PROFESSIONALS

ARTICLE 1 - INTRODUCTION

1. Earnext S.r.l., registered in Rome, Via Arezzo n. 1, Rome Companies registration, Tax code and IVA number 16561081007 ("**Earnext**" or the "**Company**"), together with the other companies of the same group, has developed and is the owner of an IT platform named "Earnext", which supports the provision of personal and business financial management services, focused on improving clients' financial habits and on understanding future needs, with the perspective of improving expenditure and savings planning (the "**Platform**").
2. The Platform user is a natural or legal person (e.g. professional associations or companies, family office) interested in using the Platform in connection with their own entrepreneurial or professional activity (e.g. financial intermediary, accountant, family office, tax consultant, financial advisor, etc. - "**Professional**") carried out for their end clients, that is natural or legal persons (e.g. real estate or financial companies, partnerships, etc.) who have entrusted or intend to entrust the Professional with a professional mandate ("**Clients**"), and/or for "personal" purposes, by entering information regarding the Professional themselves.
3. Through the Platform, the Company provides personal financial management and business financial management services as per following article 3 ("**Services**"), which are instrumental for and in support of Professionals to carry out - on the basis of their professional expertise and by virtue of decisions made independently - the activity of providing professional assistance and advice to their own Clients.
4. The Professionals declare that they: (i) are at least 18 (eighteen) years old; (ii) have the capacity to act; (iii) where required by applicable legislation, that they have obtained all the necessary authorizations and licenses to provide their services in Italy.
5. These general terms ("**General Terms**") govern the relationship between Earnext and the Professional (also defined as "**Party/Parties**") concerning the use of the Platform by the Professional and the enjoyment of the Services provided by Earnext through the Platform itself, under the following terms and conditions. Unless otherwise indicated, these General Terms shall apply indiscriminately to the Professional and the "Delegate" (as defined in following article 3.6).
6. The Professional is invited to download and store on a durable medium these General Terms and the privacy policy pursuant to articles 13 and 14 of the EU Regulation 2016/679 ("**GDPR**"), drawn up by Earnext as independent data holder pursuant to article 24 of GDPR and concerning personal data - as defined by article 4 of the GDPR ("**Personal data**") - from time to time processed by Earnext in the context of the Services ("**Earnext Policy**"), at the time of signing the Earnext Policy and the General Terms. The Professional is also obliged to check any amendments made by Earnext to the General Terms and to the Policy, which will be published from time to time on the Platform's website. In the event that the Professional is a Swiss resident, we clarify that the Policy is formulated also pursuant to article 19 of the *Legge Federale sulla protezione dei dati* (Federal law for data protection) dated 25/09/2020, version dated 1/09/2023 ("**nLPD**"). We additionally clarify that in some cases, Earnext can act in the role of data controller pursuant to article 9 of nLPD, if so formally appointed to process certain Personal data processed by the Earnext SA company, registered in Via Somaini 10, 6900, Lugano, Switzerland.
7. The Platform is accessible from any device (computer, tablet or smartphone) with an Internet connection. Therefore, in order to access the Platform and to use the Services, each Professional is required to have a device connected to the Internet, at their own responsibility and expense, it being understood that, however, the same Professional shall not be entitled to access the Platform at the same time from multiple devices "associated" to them.

ARTICLE 2 - PROFESSIONAL REGISTRATION

1. In order to use the Platform, the Professional is required to create their own personal and private profile ("**Professional Profile**") via the form available on the Platform, by following the registration procedure as per following article 2.2.

2. The Platform registration procedure ("**Professional Registration**") is made up of the following phases: (i) creating the Professional Profile by entering the name and surname or company name, Tax code, e-mail address, PEC address, VAT registration, telephone number, address details (address, city, ZIP code, state, province), creating and confirming their own password to access the Platform; (ii) by pointing and clicking (i.e. placing flags on checkboxes that have not been pre-selected or clicking interactive keys - "**Point and Click**"), signing the General Terms and accepting the Earnext Policy; (iii) signing, by pointing and clicking, the following articles of the General Terms, pursuant to articles 1341 and 1342 of the Civil Code: 3.2 (Registered Client); 3.4 (Partner); 5 (Role of Earnext and Limitation of Liability); 7 (Absence of guarantee); 9 (Suspension and Indemnification); 10.2 (Express termination clause); 10.3 (Withdrawal); 12 (Force Majeure); 16.2 (Place of jurisdiction); (iv) optional provision of consent, via pointing and clicking, to the processing of Personal data for purposes that are not necessary for the use of the Services set out in the Earnext Policy, and/or, where applicable, to the authorizations relative to functional third-party services or those connected to the Platform (e.g. wealth management, access to information in the payment accounts, etc.) that may be required; (vi) verifying the e-mail address (by clicking the link sent by to the address provided during the registration).
3. The General Terms shall be considered concluded the moment when the Professional, having clicked the link sent via e-mail as per previous article 2.2, point (v), receives confirmation from Earnext, by being redirected to the Platform, of the successful verification of the profile ("**Signing Date**").
4. After the Professional Registration, the Professional accesses the Platform using their password and can add to/edit the Professional Profile and, in general, can use the Services.

ARTICLE 3 - SERVICES

1. By signing these General Terms, Earnext grants the Professional, against payment of the Consideration (as defined below) and solely for the duration of the General Terms themselves, the nonexclusive licensed use of the Platform ("**License**"). The License allows the Professional to benefit from the following Services:
 1. creating, as a first step, the "client profile" of each of the Professional's Clients ("**Client Profile**"), without prejudice to the provisions of following article 3.2;
 2. accessing the Client Profiles created and entering/updating/adding, inter alia, the following data and information concerning the Client (jointly, "**Client Data**"): (i) Personal Data of the Client and their family members, such as the relevant personal and contact details; (ii) Personal Data of any financial intermediaries for the Client, such as the relevant personal and contact details; (iii) information related to the financial instruments, real estate properties, equity in unlisted companies, insurance products, works of art and passion assets and any other chattel of value owned by the Client ("**Client Assets**"), together with the relative valuations; (iv) the financial situation, revenue capacity, amount of consumption and expenditures by the Client and any Client liabilities (e.g. mortgages, personal loans, etc.) ("**Cash Flows**"), also if necessary by connecting the Platform and the Client's payment accounts;
 3. inviting their Clients, through the Platform, to register as Registered Clients (as defined in following article 3.2) and to use the Platform itself themselves, in order to access their Client Profile as well as to view and potentially enter/update/add to their own Client Data directly;
 4. requesting to enter/update/add to the Client Data through automatic integration with public databases ("**Databases**") (e.g. the Register of Companies) and/or database that are independently managed by third-party partners of the Company, authorized by law to distribute and provide information (including but not limited to providers of account information services, business intelligence services, rating services, etc. - "**Partners**");
 5. viewing, through the relevant dashboard, the Client Data collected as per the provisions of previous articles 3.1.2, 3.1.3 and 3.1.4 in each Client Profile;

6. with the Client, assessing and setting - on the basis of decisions made by the Professional in view of the Client's requirements and by virtue of the Professional's own professional expertise - any financial planning goals (e.g. amount of capital, income goals, saving capabilities, security, etc.) which the Client intends to pursue ("**Goals**");
 7. viewing and monitoring Client Cash Flows over time, also with the aim of providing an estimate of the probability - if necessary expressed in alphanumeric indicators, codes or symbols - that the Client has of reaching the Goals, on the basis of, inter alia, the Cash Flows present at any given time;
 8. simulating the disposal of Client Assets and the management of Client liabilities (e.g. generating income or selling an Asset), in order to provide an estimate of the increase or decrease of the probabilities - if necessary expressed in alphanumeric indicators, codes or symbols - that the Client has of reaching the Goals if the simulated transactions are carried out;
 9. preparing reports for Clients concerning one or several investments or Client Assets and/or an aggregate report for all Client Assets/investments, analyzing in detail the performance, the risk, the financial aspects and any connected costs to such Client Asset/investment;
 10. verifying in real time the list of Clients who have received an invite to register on the Platform as, respectively, Registered Clients (as defined in following article 3.2) and those who have not yet completed the onboarding procedure, potentially sending a reminder to the latter Clients;
 11. requesting from Registered Clients (as defined in following article 3.2), under the Professional's own responsibility, payment for the Professional's services, against submission of invoices issued by the Professional through the Platform ("**Payments to the Professional**");
 12. benefiting from any potential and future feature, integration or service of the Platform which Earnext, at its discretion, may make available to Professionals.
2. The Platform allows the Professional to create, initially, the Client Profiles as "Trial Clients" ("**Trial Clients**"), only for a period of time that lasts, unless otherwise agreed by the Parties, 14 (fourteen) days from the date of creating the Client Profile, by the Professional, pursuant to previous article 3.1.1. Once such period has elapsed, the Professional acknowledges that, in order to continue to enjoy the Services of the Trial Client's Client Profile, the following is necessary: (i) as indicated in previous article 3.1.3, the Professional invites the Trial Client to register in the Platform as "registered" Client ("**Registered Client**"); (ii) the Trial Client accepts the Professional's invite and registers as Registered Client by completing the "Registered Client onboarding" procedure in the Platform, which among other things includes signing the general terms regulating the use of the Platform by Registered Clients ("**Client Registration**"); and (iii) the Professional pays the Consideration (as defined in following article 6) related to said Registered Client to the Company. Therefore, the Professional accepts that, in the event of no Client Registration and/or non-payment of the Consideration (as defined in following article 6), all Client Data present in the Trial Client's Client Profile will be deleted from the Platform at the end of the aforementioned 14 (fourteen) day period (unless otherwise agreed by the Parties), without prejudice to the fact that Earnext shall sent reminders to the Professional before the expiration of said period through automated alerts in the Platform.
 3. Alternatively to the provisions of previous article 3.2., the Platform allows the Professional to enjoy the Services in the Trial Client's Client Profile even without inviting the Trial Client to register on the Platform ("**Not invited Client**"). In this case, it is sufficient for the Professional to pay to the Company the Consideration (as defined in following article 6) that relates to the Trial Client by the same term of 14 (fourteen) days from the date of creating the Client Profile. Therefore, the Professional accepts that, in the event of non-payment of the Consideration (as defined in following article 6), all Client Data present in the Trial Client's Client Profile will be deleted at the end of the aforementioned 14 (fourteen) day period (unless otherwise agreed by the Parties), without prejudice to the fact that

Earnext shall send reminders to the Professional before the expiration of said period through automated alerts in the Platform.

4. The Platform grants the Professional the power to suspend a Client Profile at any time, allowing the Professional to maintain access to the Services until the end of the current billing cycle ("**Suspension**"). Following the Suspension, the Professional has the power to reactivate the Client Profile ("**Reactivation**") by clicking the relevant icon in the suspended Client Profile. In the event that the Reactivation occurs before the end of the billing cycle, the Professional can reactivate the service with a single click, without needing to repeat the entire procedure of creating the Client Profile. Otherwise, in the event that the Reactivation occurs after the end of the billing cycle, the Professional will be asked to carry out the procedure of creating the Client Profile once again.
5. The Platform offers the Professional the opportunity of creating and managing "client groups" to which Trial Clients and/or Registered Clients and/or Not invited Clients can be added ("**Family Group**"). This feature allows the Professional to view a single consolidated page with the Client Data of the individual members part of a Family Group. In the event that the Client Profile of one of the members of a Family Group is deactivated, regardless of the cause (for example, expiration of the trial period or failure to Reactivate), the Platform will prevent access to the page associated to the corresponding Family Group. Should the Client Profile that was initially deactivated be reactivated, the Platform will restore access to the page relative to the associated Family Group.
6. The Platform offers the Professional the opportunity to delegate the provision of all or part of their Services to a third party ("**Delegate**"). The delegating Professional ("**Delegator**") shall be liable for all the actions undertaken by the Delegate in the context of the delegated roles, considering that such actions shall be deemed to have been carried out with the approval and under the responsibility of the Delegator. In order to create the Delegate Profile ("**Delegate Profile**"), the Delegator will need to:
 - (a) Access the Platform section dedicated to creating and managing Delegate Profiles ("**Delegation Dashboard**");
 - (b) Click on "Add Delegate";
 - (c) Register the Delegate by entering their tax code;
 - (d) Choose whether to authorize the Delegate to provide the Services;
 - (e) Choose whether to authorize the Delegate to access the Profiles of all Clients or only of specific Clients chosen by the Delegator;
 - (f) Choose whether to allow the Delegate to be able to register new Clients by themselves;
 - (g) Choose whether the Delegate will be able to view and provide Services only to Clients that the Delegate themselves registered;
 - (h) Sign, by pointing and clicking, the delegation generated by the Platform on the basis of the information entered by the Delegator;
 - (i) Invite the Delegate to register with the Platform, and to sign, by pointing and clicking, these General Terms and to state that they have read the delegation generated by the Platform on the basis of the Delegator's indications.
7. The Delegate, when they state they have read the delegation, accepts to act only within the limits of the functions and powers granted by the Delegator. By accessing the Delegation Dashboard, the Delegator shall be able to, at any time, change the choices and restrictions indicated with regards to a specific Delegate Profile. The Delegator has the power to revoke the delegation granted to the Delegate at any time by deactivating the Delegate Profile and removing its association with their own Professional Profile. Similarly, the Delegate has the power to relinquish the delegation, by notifying their wish directly to the Delegator or, alternatively, to Earnext and, thus, deleting their Delegate Profile.
8. The Professional acknowledges and accepts that, in order to provide some of the Services and/or activities connected or preliminary to the Services, Earnext shall be entitled to avail itself of the collaboration of third parties, partners of the Company ("**Partners**"), which Earnext reserves the right to change from time to time over the course of the validity of the General Terms. Therefore, as of now, the Professional authorizes Earnext to subcontract, wholly or in part, the Services to the Partners who, for the time being, collaborate with Earnext. If necessary, the Professional states that they are aware that access to the Services, as a whole or in part, could be subject to the Professional

signing the Partner's general terms of service, it being understood that Earnext shall be alien to the commercial relationship that will exist directly and exclusively between the Professional and the Partner.

ARTICLE 4 - PROFESSIONAL'S UNDERTAKINGS

1. The Professional undertakes:
 1. to keep as strictly confidential the credentials to access the Platform, including passwords relative to the Professional Profile and to the Client Profiles that may be available to them, and to not disclose them to third parties;
 2. to not enter any Client Data and/or Personal Data concerning themselves and/or third parties that are false, invented or otherwise intentionally incorrect, incomplete or untrue into the Professional Registration and in general in the Platform, nor to communicate such to Earnext, for the purposes of using the Services;
 3. to update the Client Data in an exhaustive and timely manner, by also checking that - as far as possible within their own role - the Client Data communicated by Clients or present in the Databases are up to date, correct, complete and true;
 4. to use the Platform in the context of their professional work and in compliance of current applicable laws (including but not limited to the GDPR and the nLPD, and any professional ethics adopted by the professional roll they belong to), of the industry's best practices, of these General Terms for Users and of any additional instructions that may be provided by Earnext (also through the Platform) or by third parties before starting the Services;
 5. not to use the Platform in a fraudulent way and/or in a way that is prejudicial to the rights and business reputation of Earnext, of the Clients and/or of third parties (including but not limited to other Professionals);
 6. not to implement any type of behavior, action or conduct that can potentially prejudice - in any way, even temporarily - the correct running of the Platform;
 7. to use data, processing and simulations generated by the Platform exclusively to use the Services, in support of the professional mandate with their own Clients;
 8. to request Payments to the Professional in compliance with applicable regulation and with the existing appointment with Registered Clients/Not invited Clients, by taking on all responsibilities with regards to the correctness of tax documentation connected to them and to the carrying out of any tax/contribution payment related to them;
 9. to immediately notify, pursuant to the GDPR and the nLPD, their Clients that they are using the Platform by obtaining their consent, as well as to take on full and sole responsibility for obtaining the necessary authorizations to load the Personal Data of Clients, their family members and/or financial intermediaries into the Platform, and to undertake to hold Earnext harmless and to indemnify it against legal action from their Clients.

ARTICLE 5 - EARNEXT'S ROLE AND LIMITATION OF LIABILITY

1. The Platform is aimed at providing the Services, which are simply a technical-cyber support for the Professional in carrying out their professional activity towards their clients, under their own exclusive responsibility, at their own risk and on the basis of the professional mandate existing only between the Professional and the Clients. In particular, the Professional states that they are aware of and accept that:
 1. Client Data is entered into the Platform by the Professional and/or by the Client and/or they are added to through Databases that are public and/or managed by the Partners, without any check or verification carried out by Earnext; Earnext itself does not produce, add to or modify any Client Data, except for purely technical reasons (e.g. different numerical or graphical representation of such data in the Platform);
 2. the outcomes of the simulations carried out independently by the Platform on the basis of the Client Data and Goals are merely probabilistic estimates, to be considered as a means to

and in service of the complex evaluations carried out by Professionals with regard to the financial and wealth planning decisions to be made in their relationships with the Clients;

3. the assistance provided to the Client for the identification of Goals, managing Client Assets, analyzing Cash Flows and - generally - for evaluating financial and wealth decisions, is given by the Professional in an independent way, under their own exclusive responsibility, in view of their role and on the basis of their own professional expertise, without any participation and/or collaboration by Earnext;
 4. Earnext does not in any way guarantee to the Professional and/or to the Clients the achievement of any results, even results of an economic or financial nature, deriving from using the Platform and/or the Services as a consequences of the decisions made by them on the basis, even partially, of the simulations and/or data visible on the Platform;
 5. Earnext does not provide payment services and does not directly access the funds deposited by Clients in their own payment accounts, as these are activities that are carried out exclusively by some Partners by virtue of a specific authorization by the relevant authorities and the Client's consent;
 6. in the event that the contractual relationship between Earnext and a Partner comes to an end, Earnext will not be able, temporarily, to provide some or all of the Services, it being understood that, in such cases, Earnext shall make its best reasonable endeavors to identify a new Partner and restore the suspended Services in the shortest possible time.
2. In light of the provisions of previous article 5.1, pursuant to article 1229 C.C., except in cases of willful misconduct or gross negligence, Earnext shall not be responsible for any activity, fact or act carried out by the Professional through the Platform. In particular, the Professional accesses the Platform and uses the Services in total autonomy and under their own exclusive responsibility. Therefore, Earnext is not liable, whether by contract or by tort, for any damages (direct or indirect) suffered as the result of:
1. the use of and/or the impossibility to use, even temporarily, the Platform and/or all or part of the Services (also if it is as a result of malfunctioning or outages by the Partners);
 2. the decision by the Professional to provide their professional services or to provide specific professional advice to their Clients, also with the use of the Services;
 3. any errors, inaccuracies, incompleteness or omissions in the Client Data present in the Platform and/or in the simulations or reports provided by Earnext, or by the Partners;
 4. failure by the Client to fulfil specific obligations that they have taken on towards the Professional, by virtue of applicable legislation and of the agreements - even verbal ones - existing between them, as Earnext is in no way party to existing contracts or to those that come into being between the Professionals and their Clients also - but not limited to - in view of the use of the Platform and/or Services and of the request of Payments to the Professional;
 5. failure by Clients to achieve the Goals, as well as any other economic and financial result;
 6. the impossibility by Earnext to allow the Professional to benefit from the Services with regards to a given Client when - where applicable - said Client has not properly fulfilled any requests by the Platform and/or the Partners and/or that there are no valid contractual relationships between the Client and the Partner (e.g. failure to confirm the Client's identity by the Earnext Partner operating as account information service provider, on the basis of the independent procedures applied by said Partner);
 7. breaches of privacy due to the Professional loading Clients' Personal Data or the Personal Data of their family members and/or financial intermediaries.

ARTICLE 6 - CONSIDERATION

1. In consideration for the License and the Services, the Professional undertakes to pay Earnext a Consideration - in the form of a monthly fee - for each Registered Client and/or Not invited Client, as

per the amounts (unless otherwise agreed by the Parties) listed in Enclosure A and which the Professional can check from time to time on the Platform itself ("**Consideration**"), on issuance of the relative invoice by Earnext.

2. The Professional pays the Consideration by selecting, when registering the Client, one of the following payment methods ("**Payment Method**"), it being understood that both methods involve a recurring monthly payment, potentially subject to granting a SEPA direct debit mandate to Earnext, aimed at authorizing the latter to debit the Professional directly with the relevant amounts: (a) credit card; (b) current account. The Platform shall indicate whether the Payment Method chosen by the Professional is free or not, and it shall quantify any fees applicable to the Professional depending on the Payment Method chosen, and whether the Method chose is managed by Earnext or by third parties. In this latter case, the Professional is automatically redirected to the website of the third-party Payment Method operator ("**Third-party Payment Operator**"), where they will pay the Consideration by following the procedure indicated on the site and under the contractual terms and conditions agreed between the Professional themselves and the Third-party Payment Operator. The data entered by the Professional into the website of the Third-party Payment Operator shall be processed by the Third-party Payment Operator themselves, and shall not be sent to or shared with Earnext. Earnext is not involved in, nor is it responsible for, the commercial relationship that is established and exists directly between the Professional and the Third-party Payment Operator, which defines the security measures to be applied to the Professional's payment data. In particular, Earnext does not access and does not use the Professional's payment data that the Professional has communicated to the Third-party Payment Operator, except for the possibility of carrying out the necessary checks with regards to the validity of the payment (e.g. preventively checking the time and/or the availability of credit on the Payment Method used).
3. The Professional acknowledges and accepts that:
 1. the amounts for the Considerations indicated in Enclosure A are net of VAT;
 2. the total amount for the Considerations owed by the Professional for each month of Contract duration is calculated on the basis of the number of Registered Clients and/or Not invited Clients present in the Platform for the relative month;
 3. the Consideration is intended as owed also for Clients that have not been entered into the Platform as Registered Clients or Not invited Clients for the entire duration of the relative month (for example, for Clients registered on a day after the first of the month, or when the Clients or the Professional have stopped using the Platform or withdrawn the status of Registered Client/Not invited Client before the end of the relevant month);
 4. in the event that the Professional removes a Registered Client/Not invited Client from the Platform, or if the Clients request for their Client Profile to be deleted from the Platform and/or they break off their contractual relationship with the Company, the Professional is not obliged to pay the Company the Consideration relative to said Registered Client/Not invited Client starting from the month after their deletion;
 5. the Consideration shall be considered as paid, and the Professional can therefore use the Services in relation to the corresponding Registered Client/Not invited Client, only when the payment has been confirmed as successful, as, in case, notified to Earnext by the Payment Operator selected by the Professional. On the other hand, in the event of an unsuccessful payment outcome, the following article 10.2 shall apply;
 6. for the entire duration of the General Terms, the amount of Considerations - calculated in compliance with the criteria indicated in this article 6.3 - shall be withdrawn automatically by Earnext through the Payment Method set by the Professional, before the start of the month to which the Consideration refers.

ARTICLE 7 - ABSENCE OF GUARANTEE

1. The Company shall provide the Professional with the License to the Platform in the most recent version available at the time of signing the General Terms, if necessary equipped with the technical documentation relative to how to operate the Platform and/or the Services. The Professional accepts the Platform with the features and functions present at the time they sign the General Terms without the necessity, for the purposes of activating the License, to carry out a test of the Platform.

2. By signing the General Terms, Earnext undertakes to guarantee the material running of the Platform according to industry standards for the provision of Services. In any case, the Professional states that they are aware and accept that, in general, it is the nature of software products (such as the Platform) to not be completely free of errors. Consequently, the Professional expressly accepts that the existence of any errors in the Platform, by itself, unless such errors derive from Earnext's willful misconduct or gross negligence pursuant to article 1229 C.C., does not constitute a breach of the obligations undertaken by Earnext as a result of and/or in connection with the General Terms.

ARTICLE 8 - INTELLECTUAL PROPERTY RIGHTS

1. The Professional acknowledges that the intellectual and industrial property rights and the know-how related to the Platform and/or the Services ("**IP Rights**") are the exclusive ownership and/or fully available to Earnext and shall remain so for the entire duration of the General Terms and also once said terms have ceased.
2. The Professional therefore undertakes, at any time of the duration of the General Terms, and also after such time, directly or indirectly:
 1. to use the IP Rights solely for executing what is stipulated in the General Terms and in compliance with the obligations there undertaken;
 2. to exercise the maximum diligence to avoid that third parties implement any actions and/or acts that may invalidate or limit the validity of the IP Rights;
 3. to not dispute, directly or indirectly, the validity of any one of the IP Rights or Earnext's right, ownership and interest relatively to said IP Rights;
 4. not to copy, modify, duplicate, reproduce, adapt and/or reverse engineer the Platform and the connected IP Rights.

ARTICLE 9 - SUSPENSION AND INDEMNIFICATION

1. In the event of: (a) presumed or actual breach by the Professional of one of the undertakings in previous articles 1.4, 4.1, 6.1, 8.2 and 11.2, (b) reporting of a possible breach by any third party (including but not limited to the Partners) and/or by any competent authority, or (c) should it become necessary in order to intervene that guarantee the security and efficiency of the Platform, Earnext reserves the right to suspend the Professional's use of the Platform and the Services, by sending an immediate communication to the Professional themselves indicating the reasons for the suspension, for a period necessary to verify the reports received and/or until such time when the Professional remedies the breach and/or the failure to comply that caused the Services to be suspended.
2. In the event that the Professional breaches any of the undertakings in articles 1.4, 4.1, 8.2 and 11.2, without prejudice to any further remedy in favor of Earnext, the Professional undertakes to hold Earnext harmless and to indemnify it against any claims for damages, compensation or injurious effect that may derive, directly or indirectly, by the claims of third parties (including but not limited to, the Clients, other Professionals or any authority) as a result of said breach.

ARTICLE 10 - DURATION - EXPRESS TERMINATION CLAUSE - WITHDRAWAL - EFFECTS OF THE TERMINATION

1. These General Terms come into effect from the Signing Date and have an indefinite duration, without prejudice to the right of each Party to withdraw from the General Terms for Users at any time by notifying the other Party with a notice of at least 30 (thirty) days, according to the procedures set out in following article 14.1.
2. Without prejudice to any further right or remedy required by law or by these General Terms, Earnext is entitled to terminate said General Terms with immediate effect, pursuant to article 1456 C.C., by notifying the Professional in writing, which written notice must contain the statement of wanting to avail itself of this express termination clause, according to the procedure set out in following article 14.1, in the event of:

1. breach by the Professional of one of the following articles: 1.4 (Professional's Requirements); 4.1 (Professional's Undertakings); 6.1 (Consideration); 8.2 (IP Rights); 11.2 (Professional Policy);
2. failure by the Professional to remedy pursuant to previous article 9.1 within the term of 10 (ten) days from the suspension of the Services.
3. Without prejudice to the foregoing, Earnext is also entitled to withdraw with immediate effect from these General Terms, by sending a written notification to the Professional containing the declaration of wanting to exercise this right, according to the procedures set in following article 14.1, in the event that the Professional has not registered any Not invited Client, or none of the Trial Clients invited by the Professional have registered themselves as Registered Client in the previous 12 (twelve) months.
4. Immediately following on from the termination, for whichever reason, of the General Terms, the Professional shall no longer be able to access the Platform and/or their Professional Profile, nor to use the Services (including but not limited to, the Client Profiles entered by the Professional into the Platform, and the relative Client Data contained therein, shall be removed from the Platform with immediate effect, unless otherwise agreed by the Parties), and shall have to abstain from using Earnext's IP Rights.

ARTICLE 11 - PRIVACY

1. The Professional acknowledges and accepts that:
 1. their own Personal Data communicated to Earnext for the purposes of using the Services and/or entered into the Platform shall be processed by Earnext, as autonomous data holder pursuant to article 24 of the GDPR, or as data controller pursuant to article 9 of the nLPD in the event that Earnext SA is appointed, in compliance with the Earnext Policy;
 2. the Client's Personal Data contained in the Client Data collected and published on the Platform shall be processed by Earnext, as autonomous data holder pursuant to article 24 of the GDPR, or as data controller pursuant to article 9 of the nLPD in the event that Earnext SA is appointed, and by the Professional as autonomous holder pursuant to article 24 of the GDPR. Therefore, the Professional undertakes to provide the Client, before Client Registration, with their own privacy policy drafted pursuant to articles 13 and 14 of the GDPR and pursuant to article 19 of the nLPD, which governs the processing of the Client's Personal Data contained in the Client Data.
2. The Professional undertakes to comply with all the rules and to implement all measures required from time to time by the GDPR or the nLPD, and with all applicable provisions relating to the processing and protection of Personal Data.
3. Earnext, by virtue of the authorization from the Prefetto issued to it under article 134 of Royal Decree no. 773/1931 (T.U.L.P.S.), carries out activities of business information, consisting of collecting, analyzing, processing, assessing and estimating economic, financial, credit, wealth, industrial, productive, entrepreneurial and professional data from sole proprietorships, partnerships, corporations, entities or associations and natural persons (such as, for example, corporate officers, partners, professionals, workers, contractual parties, clients, including potential clients of customers), in compliance with national regulations (Legislative Decree no. 196/2003 and Legislative Decree no. 101/2018), European regulations (GDPR) and Swiss regulations (nLPD) in matters of protection of privacy, as well as with the "Code of conduct for personal data processing carried out for business information purposes", approved by the Authority for the protection of personal data with Regulation no. 127 of 12th June 2019 amended with Regulation no. 181 of 29th April 2021 ("**SICOM Code**"). The full policy on personal data processing for business information purposes is available by clicking [here](#).

ARTICLE 12 - FORCE MAJEURE

1. Without prejudice to what is otherwise stipulated by the General Terms, should Earnext be unable to fulfil its contractual obligations, including, in particular, to guarantee the running of the Platform and the provision of Services, due to epidemics and pandemics, extraordinary provisions by the

competent authority that limit or prevent business activities, fires, wars, strikes, embargoes, government regulations or those by other civil or military authorities, vandalism or hacking, malfunctions or faults with the networks or with third-party technologies, with telecom equipment, websites, software and hardware and in general due to any circumstance that is independent of the will and beyond the reasonable control of Earnext ("**Force Majeure**"), the period for the provision of the services subject to these General Terms shall be extended by the period of delay or inability to fulfil the obligations due to the specific causes of Force Majeure. It is understood that a Force Majeure situation that protracts to beyond 60 (sixty) days shall allow the Professional to terminate the General Terms, without prejudice to the fact that in such case no refund or compensation shall be due by Earnext.

ARTICLE 13 - AMENDMENTS TO THE GENERAL TERMS

1. The Professional acknowledges and accepts that Earnext shall be entitled to amend the General Terms at any time due to unexpected technical (considering that the Services are carried out with technologies that are in continuous evolution), financial and managerial requirements and for amendments and reforms to applicable laws and regulations (including but not limited to, considerations, types and methods of running the Platform and carrying out of the Services).
2. In the event of an amendment as per above article 13.1, the Professional acknowledges and accepts that:
 1. in the event that the amendment only concerns the technical running of the Platform, the amendment itself shall become immediately effective between the Parties, without the Professional being entitled to object;
 2. in the event that the amendment is required, on pain of annulment or invalidation of one or more provisions of the General Terms, by reforms of applicable laws and/or regulations, or if it aims to protect Professionals against fraud, malware, spam, data breaches or risks for cyber security, the amendment shall become immediately effective between the Parties, without the Professional being entitled to object;
 3. in all other cases, the amendment proposed by Earnext shall become effective only after 15 (fifteen) days have elapsed from Earnext's notification to the Professional or from the publication online on the Platform of the new General Terms and Policy, notwithstanding the Professional's right to withdraw to be exercised in the same term, by e-mail, without any charges and/or penalties for the Professional themselves.

ARTICLE 14 - CONTACTS AND CUSTOMER SERVICE

1. Unless otherwise indicated, each notice or communication between the Parties concerning the General Terms shall be made in writing and sent by registered post with return receipt, PEC (certified e-mail) or courier, where possible to be sent by e-mail first, to the following addresses:
 1. Earnext S.r.l.: Earnext S.r.l., registered in Roma, Via Arezzo n. 1; PEC: earnext@pec.it; e-mail: support@earnext.com;
 2. Professional: e-mail/PEC address notified at the time of signing the General Terms. It is the Professional's responsibility to ensure that their e-mail/PEC address is kept up to date.
2. Communications related to technical/operational Services can validly be carried out between the Parties also by e-mail, or notifications or communications published on the Platform.
3. Earnext's support and assistance service for accessing and running the Platform and the Services is available Monday to Friday between 9:00 AM and 6:00 PM CET, with the methods indicated from time to time in the "Help" section of the Platform.

ARTICLE 15 - MISCELLANEOUS

1. (Survival) In the event that one or more provisions, or portions of provisions, of the General Terms shall be declared, due to applicable law or legal ruling, as invalid, unlawful or otherwise inapplicable, wholly or in part, the remaining provisions or portions thereof shall in any case remain binding and applicable by and between the Parties. In any case, the Parties undertake to agree in good faith the

introduction of an alternative provision that is as similar and compatible as possible with the provision that has been deemed invalid, unlawful or inapplicable.

2. (Tolerance) Any tolerance of conduct implemented in breach of the provisions of the General Terms shall not constitute a waiver to the rights arising from the infringed provisions, nor to the right to demand the correct fulfilment of all terms and conditions herein set out.
3. (Completeness) The General Terms, in relation to what they set out, are the sole agreement between the Parties and replace any and all previous undertakings, agreements, estimates, negotiations and understandings, where in writing or verbal, between the Parties.
4. (Prohibition of assignment) The Professional is prohibited from assigning or transferring to third parties these General Terms wholly or in part, in any guise or for any reason, or any right or obligation arising under them, unless previously agreed in writing by Earnext.

ARTICLE 16 - APPLICABLE LAW - JURISDICTION

1. These General Terms are governed exclusively by Italian law.
2. Any disputes concerning the General Terms, hereby including their execution, interpretation and/or termination of any sort, shall be settled exclusively by the judicial authorities of the Court of Milan, to the exclusion of any other jurisdiction.
3. In the event of any conflict of interpretation between the Italian language version and the English language version, the Italian version shall prevail.