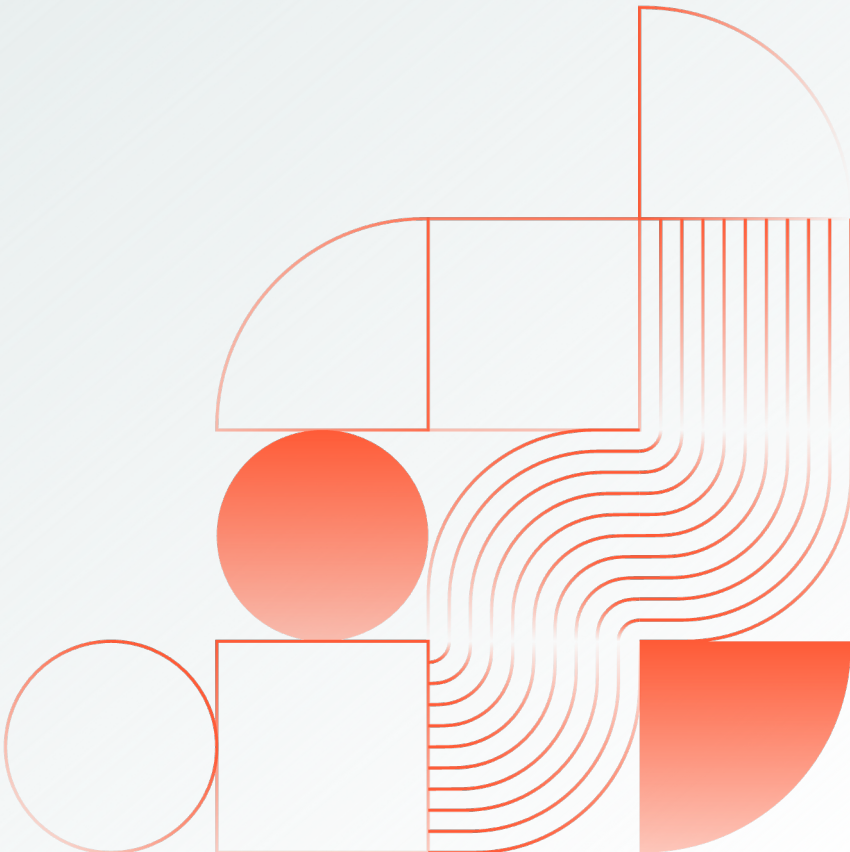


2024

Standard Pricing

COMO Transaction Banking
EU and EEA

All charges, fees and hourly rates outlined herein, where applicable, exclude VAT and other custom or bespoke developments and services.





Standard Pricing

COMO Digital Life
IBAN-X Transaction Banking & IBAN Account Service EU and EEA

Terms

Standard Pricing: between the Client, (the “Company”) and COMO DL S.A. (“CDL”)

This **Standard Pricing (“SP”)** sets out the terms on which the **Company**, and **CDL**, trading under the brand name COMO Digital Life, incorporated in Luxembourg registered under R.C.S. Luxembourg B 208 603 and having the registered office at Atrium Business Park, 33 Rue du Puits Romain L-8070 Bertrange, Luxembourg, individually referred to as a Party, or collectively referred to as the “Parties” intend to enter into an Agreement, which becomes binding with the signature of the **Company**.

This **SP together with** the Master Platform Agreement sets out the terms and conditions for the business relationship between the Parties, including access to all services of **CDL – iBAN-X – Transaction Banking & IBAN Account Service** and other services – between the parties (the “Agreement”) as well as the terms for the delivery, by the Parties, of services related to opening and administering LU IBAN accounts for the **Company**.

CDL is authorized, regulated, and licensed by CSSF License n° Z00000013 (the “Regulator”).

Based on the Agreement, **CDL** will set up and maintain IBAN accounts in EUR and other currencies.

CDL shall provide the ability for the **Company** to receive funds in their multi-currency IBAN account/s and transmit them via SEPA (for EUR) and SWIFT (for other currencies).

Delivery of the **CDL iBAN-X – Transaction Banking & IBAN Account Service** will be conditional on the signing of the Agreement, and **Company’s** KYC/B’s approval carried out by **CDL** Compliance.

Furthermore, prior to the go-live date via API integration, the **Company** must satisfy **CDL** that it can meet the necessary data security and system requirements, as required by **CDL**.

Technical connectivity

The **Company** will connect its front-end web-based platform, which will be used for provisioning of **CDL** Transaction Banking & IBAN Account Service to the **Company** via interface (the “API”).

New Development

Additional phases to develop the IBAN Account Service that are not in scope will be treated as separate projects and scheduled in with **CDL** against additionally agreed fees.

Fees and payment terms are set out in the Fee schedule and in the Terms in this **SP**, which forms an integral part thereof.

Fee/s

This part outlines the terms and conditions related to the Monthly Fee and Transaction Fees (“Fee”) in the contract between **CDL** and the **Company**. The Monthly are reflected in the pricing **SP** and related to the annual volumes processed through the **Company’s** account.

1. Definition: The Fee is a predetermined amount that the **Company** agrees to pay to the **CDL** each month, regardless of transaction volume or value. It is a fixed cost associated with the usage of **CDL’s** payment processing services.
2. Fee Amount: The specific amount of the Fee will be stated in the contract between **CDL** and the **Company** and is determined by the annual presented inbound transaction volumes lined out in the recommended Package categories. The fee may be subject to changes, but any modifications will be communicated in writing with prior notice as per the terms of the contract.
3. Non-used Account: for the purpose of this **SP** all references to non-used accounts shall mean any account with zero processed volume starting from the third consecutive month or with less than EUR 3K of balance.
4. Billing Cycle: The billing cycle for the Fee will coincide with the regular monthly billing cycle for transaction processing services. The **Company** will be invoiced, or the fee will be deducted directly from the **Company’s** account at the beginning of each billing cycle.
5. Payment Due Date: The **Company** is required to remit the Monthly Fee by the designated payment due date, as specified in the invoice or payment notification. Timely payment is essential to maintain an active account and uninterrupted access to **CDL’s** services.
6. Transaction Offset: If the total transaction Fee/s generated from the **Company’s** processing activities during a billing cycle exceed the calculated Minimum Fee, the excess amount may be used to offset the Minimum Monthly Fee for the subsequent month.
7. Service Termination: Failure to pay the Fee/s by the specified due date may result in temporary suspension or termination of **CDL’s** services until the outstanding balance is settled. Reinstatement of services may be subject to additional fees or penalties.
8. Non-Transferable: The Fee/s is non-transferable and non-refundable.

Confidentiality

The contents of this **SP** and any discussions relating to the **SP**, and the Agreement are subject to confidentiality and shall be kept confidential by both the **Company** and **CDL**.

Legally Binding

This **SP** shall be legally binding on the Parties upon execution. Upon execution of this **SP** the Client agrees to the full legal framework that constitutes the Master Platform Agreement, including all its appendixes and schedules.

CDL reserves the right to adjust the pricing at any time in the event of any changes in the **Company’s** expected flow of funds that could potentially affect **CDL’s** revenue. In addition, **CDL** reserve the right to review together with the **Company** the pricing every 6 months.

Signature

The Parties agree that this **SP** may be electronically signed and that any electronic signatures (including electronic signatures, advanced electronic signatures and/or qualified electronic signatures) appearing on it are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

Entire Agreement

This **SP** represents the entire and complete understanding of the Parties hereto as at the date hereof regarding its subject matter and supersedes, cancels, and replaces all prior representations, arrangements, understandings, and agreements between the Parties whether written or oral relating to the subject matter hereof.

Variation

This **SP** may only be altered, varied, or amended by written instrument executed by both Parties hereto.

No Partnership

Nothing in this **SP** is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorize any party to make or enter any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

Third Party Rights

This **SP** does not give rise to any rights for a third party to enforce any of its terms.

Costs

Each Party shall pay its own costs incurred in connection with this **SP** and the Agreement, whether it or not proceeds (including without limitation the preparation and negotiation of this **SP**, the Agreement and any documents contemplated by it).

All the charges, rates and fees stated above become due and payable at the beginning or end of each month, depending on the type of fee, and are charged and deducted from one of the Client’s IBAN accounts opened with **CDL**, unless otherwise agreed by **CDL** and the Client, in which case the Client shall ensure that its account always holds sufficient funds to cover all charges, fees and expenses. If there are insufficient funds in the IBAN account **CDL** will notify the Client.

Terms

The terms are 3 years and 2 years renewal option.

PEPs and other factors

In case a high-risk category relates to transactions involving PEPs, sanctioned individuals/companies, and for special occasions, e.g., liquidation of a company, or those for whom negative adverse media is available, or those which triggered inquiries on one of our correspondence banks or FI’s partners or similar. The compliance charges of 1% or 250 EUR per hour, whatever is higher, applied by the transaction.

Charges

All charges, fees and hourly rates outlined herein, where applicable, exclude VAT and Custom or custom-made developments

Governing Law and Jurisdiction

This **SP**, and all negotiations and any legal agreements prepared in connection with the Agreement, and any dispute or claim arising out of or in connection with this **SP** or the Agreement or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the Grand Duché de Luxembourg and under the exclusive jurisdiction of the Luxembourg courts.

Please sign in the signature part of this **SP** as confirmation of your agreement to the terms and conditions of this **SP**.



Packages:

Business

EUR 100 /month

Recommended for:
Business with annual
processing volume up to
EUR 2M

Business Pro

EUR 285 /month

Recommended for:
Business with annual
processing volume from
EUR 2M up to EUR 10M

Enterprise

Customized

Recommended for:
Enterprises with annual
processing volume above
EUR 10M

ACCOUNT MANAGEMENT CHARGES					
	Business		Business Pro		Enterprise
Account Fee	EUR 100 /month		EUR 285 /month		Get in touch
TRANSACTION CHARGES					
European Transfers (SEPA)*	Business		Business Pro		Enterprise
Included transactions per month, Transaction value up to 250K	10		-		-
Transaction value up to EUR 250K	EUR 3,50 / trx		EUR 2,00 / trx		Get in touch
Transaction value above EUR 250K	0,002% / trx		0,001% / trx		Get in touch
European Transfers (SWIFT, non-EUR transactions within SEPA countries)*					
Transaction value up to EUR 250K	EUR 20,00 / trx		EUR 18,00 / trx		Get in touch
Transaction value above EUR 250K	0,02% / trx		0,015% / trx		Get in touch
International Transfers (SWIFT)*					
Applicable for Packages: Business, Business Pro	Zone A	Zone B	Zone C	Zone D	Zone E
EUR payments outside SEPA zone	EUR 20,00 / trx	EUR 25,00 / trx	EUR 40,00 / trx	EUR 55,00 / trx	EUR 100,00 / trx
Non-EUR payments up to EUR 20K	EUR 20,00 / trx	EUR 30,00 / trx	EUR 45,00 / trx	EUR 75,00 / trx	EUR 150,00 / trx
Non-EUR payments above EUR 20K	0,10% / trx	0,15% / trx	0,25% / trx	0,40% / trx	0,85% / trx
*For funds received from or sent to countries listed in Country Zones B, C, D, E a mark-up will apply. (Please refer to Appendix 1). For CDL clients operating in industries listed in Industry Category 2 additional transfer fee of the processed volume will apply. (Please refer to Appendix 2).					

ACCOUNT CHARGES			
	Business	Business Pro	Enterprise
KYB/C Onboarding Review Charges			
Self-service Onboarding**	Free	EUR 250 /per application	Not applicable
Manual Onboarding	EUR 250 /per application	EUR 1.000 /per application	EUR 2.000 /per application
Non-used Account Starting from the third month with 0 processed volume	EUR 400 /month	EUR 1.600 /month	Get in touch
**Only applicable if all information and required documents have been delivered during the self-service Onboarding process			
			All packages
Included Features			
Additional currencies in your IBAN Up to 24 currencies			✓
Client support level 1 (Does not include API integrations)			✓
Security Features			
Two-factor authentication			✓
Client funds segregated and safeguarded			✓
Additional Services (On request)			
Internal Transfer Between accounts held by the same CDL client			EUR 0,03 /trx
FX Service At the time of your transaction, foreign exchange (FX) charges are calculated using real-time market rates and rates. The FX fee applicable to your transaction will be displayed when you initiate a currency exchange.			Calculated at the time of exchange
Close loop Wallet Management Sub-multi-currency IBAN / vIBAN Management			Starting from EUR 10 /month
API Integration			On request
Embedded In-house Banking as a Service integration			On request
Blocking certificate issuing			EUR 600 /per certificate
Additional services (on request) Any charges will be confirmed with our customers before a service fee is applied			EUR 250 /per hour
Additional Charges			
Enhanced Due Diligence Will apply only for high-risk clients or clients requiring over 8 hours of KYC/B due diligence			EUR 1.500 /per application
PEP and/or special legal cases additional fee Minimum EUR 250			1,00% /per volume
Close of account Of the client that does not comply with CDL Terms			up to EUR 1.500 Minimum EUR 500

OTHER CHARGES	
Submitted transfer enquiries and manual processing	
Manual processing of incoming transfer with incorrect details	EUR 100 + additional fee*
Enquiry and manual processing of incoming/outgoing transfer Within 1 year following the transaction date(s)	EUR 150 + additional fee*
Enquiry and manual processing of incoming/outgoing transfer. Over one year following the transaction date(s)	EUR 250 + additional fee*
*Additional fees may apply if, in connection with the submitted transfer enquiry, the intermediary bank or the beneficiary bank charges additional fees and are equal to the amount of such additional fees charged.	
Cancellation fees	
After funds are written off from an account, but before COMO sends a payment order	EUR 20
After COMO sent a payment order	EUR 170 + additional fee*
*An additional fee applies if, during the cancellation of or changes to payment orders, the intermediary bank or the beneficiary bank charges additional fees and are equal to the amount of such additional fees charged. A request for payment reversal and commission charge-off does not guarantee the refund. If funds were credited to the beneficiary's account, the refund can only be made only upon agreement with the beneficiary.	
Return of payment by a correspondent or beneficiary bank	
Correspondent bank	EUR 60
Beneficiary bank	EUR 60
Special requests	
Adding or changing an account user after account activation, amendments to registered email or other user details.	EUR 115 / per action
Amendments to any legal documents in relation to an account (e.g., any changes to COMO's standard forms of account authorizing resolutions)	EUR 350 / per hour
Luxembourg blocking certificate Management fees for the duration of the blocking period will be charged after the incorporation of the entity and/or on receipt of deblocking certificate.	EUR 600
Preparation and processing of documents and references	
Standard account reference Limited to confirming the existence of an account and/or account balance	EUR 60
Additional charge for expedited account reference (same-day delivery if the request is submitted within normal working hours prior to 4pm London time, otherwise the next working day delivery)	EUR 35
Response to an auditor's request in respect of an existing client	EUR 400 or per hour
Copy of any reference or document	EUR 10 / per page
Provision of information to auditors of a former client	EUR 400 or per hour
Processing and delivery of account statements	
Statement of account for up to 12-month period preceding the date of the request (only available through COMO's Client Portal)	Free of charge
Any other statement of account (only available through your COMO Client Portal), except any statement of account for any closed accounts)	Free of charge
Statement of account for any closed account	The greater of EUR 230 or EUR 10 per page
Correspondence fees	
Postage fees	EUR 25 per correspondence item + applicable international courier fees

Country Zones

Based on the Corporate Client's country of operations, specific Country Zones are applied. Depending on where the transactions are sent to and received from, an extra Country Zone transaction fee markup will be applied to the total transferred volume. The standard transaction charge per volume for SWIFT transactions above EUR 20K is as follows:

Zone A			
• Åland Islands	• France	• Latvia	• Singapore
• Austria	• Germany	• Lithuania	• Slovakia
• Belgium	• Greece	• Luxembourg	• Slovenia
• Croatia	• Greenland	• Malta	• Spain
• Cyprus	• Hungary	• Netherlands	• Sweden
• Czech Republic	• Iceland	• Norway	• Switzerland
• Denmark	• Iceland	• Poland	• United Kingdom
• Estonia	• Ireland	• Portugal	
• Finland	• Italy	• Romania	
Zone B (0,15%)			
• Andorra	• India	• New Caledonia	• United States
• Australia	• Israel	• New Zealand	• United States Minor Outlying Islands
• Bulgaria	• Japan	• South Africa	• Wallis and Futuna
• Canada	• Liechtenstein	• Taiwan	
Zone C (0,25%)			
• Brazil	• Heard Island and McDonald Islands	• Mexico	• Saudi Arabia
• Botswana	• Holy See	• Monaco	• South Georgia and the South Sandwich Islands
• Channel Islands	• Hong Kong	• Namibia	• South Korea
• Costa Rica	• Gibraltar	• Qatar	• Thailand
• Faeroe Islands	• Isle of Man	• Réunion Island	• Turkey
• Falkland Islands	• Macao	• San Marino	• UAE
Zone D (0,40%)			
• Albania	• China	• Mauritania	• Saint Barthelemy
• Antigua and Barbuda	• Dominican Republic	• Moldova	• Saint Helena
• Argentina	• Ecuador	• Morocco	• Saint Martin
• Barbados	• Georgia	• Montenegro	• Saint Pierre and Miquelon
• Bahrain	• Indonesia	• Nepal	• Serbia
• Bangladesh	• Jordan	• North Macedonia	• Ukraine
• Bhutan	• Kuwait	• Oman	• Uruguay
• Brunei	• Madagascar	• Paraguay	• Vietnam
• Cabo Verde	• Maldives	• Peru	• Zambia
• Chile	• Malaysia	• Philippines	
Zone E (0,85%)			
• Rest of the world			
Blacklisted or Restricted Countries**			
• Afghanistan	• Cuba	• Libya	• South Sudan
• Belarus	• Domenica	• Mali	• Sudan
• Belize	• Eritrea	• Myanmar	• Syria
• Bermuda	• Guinea-Bissau	• Nigeria	• Venezuela
• Bosnia and Herzegovina	• Haiti	• North Korea	• Yemen
• Central African Republic	• Iran	• Palestine	• Zimbabwe
• Congo Democratic Republic	• Iraq	• Russian Federation	
• Crimea	• Lebanon	• Somalia	

* Countries in Zone B - E might be re-classified according to the corresponding bank risk classification at any time. In this case, the respective Country Zone price will apply. If a Country is or becomes categorized as restricted by one of our corresponding banks' classifications, individual/tailored charges on processed volume apply.

** May change at any time without notice

Industry Categories*



Based on the Client's type of business a certain Industry Category is applied for sending and receiving transactions a fee markup based on the total transferred volume apply. The Industry Categories are reflected below and the standard transaction charge per volume is increased as follows:

Industry Category 1 (0%)		
<ul style="list-style-type: none">• Retail trading• Taxi/Bus services• Accommodation (Hotels) services• Restaurants and bars• IT development	<ul style="list-style-type: none">• Audit services• Delivery services including airlines• Travel agencies and hotel bookings• Import/Export• Handcrafting	<ul style="list-style-type: none">• Manufacturing• Agriculture• Accountancy / Fiduciary• Tax advisors
Industry Category 2 (0,05%)		
<ul style="list-style-type: none">• Media, Affiliates• Online Advertising• Direct Marketing• Legal or notary practice• Forex**• Activities involving gambling• Gaming**• Lottery**	<ul style="list-style-type: none">• Crypto-related**• PSP• Motion picture, television, and other theatrical casting activities• Financial services**• Real Estate• Jewelry and arts• Precious/rare metals	<ul style="list-style-type: none">• Intermediary services• Money transfer services**• Insurance**• Fund/Asset Management**• Well known dating sites• Adult service (sale of goods only)• E-Commerce trading• E-Marketplaces

* Some industries in Category 1 might be classified as Category 2 according to the corresponding bank risk classification. In this case, Industry Category 2 price will apply. The list of Industries is not fully presented. The precise Industry Category will be determined during the KYC/B process, and pricing will be applied accordingly. If an Industry is or become categorized as restricted by one of our corresponding banks' classifications, individual/tailored charges on processed volume apply.

** The company must be regulated and hold a license in an EEA/EU country

General Restrictions

COMO Digital Life does not handle cash transactions. We do not onboard, or process payment flows for the following entities:

- Sanctioned Entities: Groups or individuals subject to international sanctions (e.g., CSSF, HM Treasury, EU, UN, OFAC).
- Opaque Activities: Entities using special-purpose vehicles or operating in non-transparent jurisdictions.
- All-Pay Auctions: Bidding fee or penny auctions requiring non-refundable bids.
- Shell Banks and Companies: Entities with no physical presence or effective management.
- Bearer Share Corporations: Companies masking true beneficial ownership.
- Adult Services: Physically present services implying solicitation or prostitution.
- Unregulated Holding Companies: Offshore entities managing own or third-party funds without regulation.
- Binary Options: Any involvement in the sale or marketing of binary options.
- Weapons of War: Transactions involving war or automatic weapons, ammunition, or defense equipment.

Restricted Client Types and Payment Flows	Client Onboarding Restrictions
<p>Certain businesses face specific restrictions:</p> <ul style="list-style-type: none">• Affiliate Marketing: Must comply with marketing laws and not use aggressive tax planning or conceal ownership.• Corporate Service Providers: Must be licensed in approved countries.• Crowdfunding Platforms: Must be licensed, have a track record of three years, and operate in approved countries.• Crypto-Asset Firms: Must be registered, not offer privacy coins, and have appropriate transaction monitoring tools.• Pharmaceuticals: Must hold relevant licenses.• Import/Export Companies: Must ensure compliance with supply chain due diligence and avoid prohibited countries.• High-Value Goods: Must operate in approved countries and not involve military use items.• Financial Services Firms: Must be licensed in approved countries and adhere to suitability and appropriateness testing.• Marketplaces: Must have a three-year track record, onboard sellers to financial standards, and not deal in prohibited goods or services.• Gambling: Must be licensed in specific jurisdictions, have a clean media record, and adhere to gambling regulations. <p>Gambling Industry Specifics:</p> <p>The company must be incorporated, regulated and hold a license as follows:</p> <ul style="list-style-type: none">• Be incorporated in one of the following jurisdictions: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Greenland, Hungary, Isle of Man, Italy, Latvia, Malta, Poland, Portugal, Romania (subject to the business holding 2nd Class Gambling license), Spain, Slovakia, Sweden and United Kingdom. Additional countries may only be accepted with explicit approval from COMO's Compliance department;• Only perform the following activities: online gambling, betting, poker, sport, horse racing, skill games (except for Portugal where such activity is prohibited), casino, lottery, arcade;• Have a relevant license (as required) where they are established or provide services to, including by means of a website in a country-specific language;• Be registered on the local countries gambling commission, and be subject to European MLDs or UK equivalent;• Have no material negative media which could result in material reputational damage for COMO and/or the Luxembourg financial center. Undergo proper onboarding procedures.	<p>Certain client types require additional scrutiny and approvals:</p> <p>Non-Physical Adult Services: Businesses must:</p> <ul style="list-style-type: none">• Avoid solicitation or physical services.• Have no negative media coverage.• Be based in the UK, North America, or Europe. <p>CBD Businesses: Must:</p> <ul style="list-style-type: none">• Prove THC content is within legal limits.• Hold appropriate licenses.• Undergo proper onboarding procedures. <p>Non-Profits: Must:</p> <ul style="list-style-type: none">• Be registered locally.• Avoid high-risk countries.• Not support violence or hate. <p>Holding Companies: Must be onboarded by private banks</p> <p>Companies where the Ultimate Beneficial Owner/s (UBO/s) is/are based in countries listed under Country Zone D can be restricted, and under Country Zone E or in a Blacklisted or Restricted Country will be not accepted.</p>

Note: If payments are made to or received from these entities on behalf of a client, restrictions may vary.

Contact us

sales@como-dl.com

