



TREZOR PAYMENT SOLUTIONS

Payment services framework agreement - General conditions

"FINOM"

2020



Preamble

The Holder is invited to read this Framework Agreement carefully before accepting it. He is informed that FINOM is a Partner mandated by TREEZOR to market the Payment Services to the Holder as payment agent.

The Framework Agreement is concluded between:

The Holder, designated in the Special Conditions, is a legal entity or natural person registered or resident in a Member State of the European Union or in a State party to the European Economic Area, acting for commercial, industrial, craft trade, liberal or agricultural purposes.

hereinafter referred to as the "**Holder**", on the one hand, and

Treezor, a simplified joint-stock company (SAS), registered with the Paris Trade and Companies Register under the number 807 465 059 whose registered office is located at 41 rue de Prony, 75017 Paris, acting as an electronic money institution within the meaning of Article L.525-1 of the Monetary and Financial Code and approved by the *Autorité de Contrôle Prudentiel et de Résolution* ("ACPR"), located at 4 Place de Budapest CS 92459 75336 Paris Cedex 09 in its capacity as an electronic money institution under number 16798. This approval can be found on the ACPR website in the Registry of Financial Agents (REGAFI) www.regafi.fr.

hereinafter referred to as "the **Institution**" or "**Treezor**", on the other hand and,

PNL Fintech BV, a company with a limited liability, (SARL) with a capital of 1 628,40 Euros, registered with the Netherlands Chamber of Commerce and Companies Register under number 74178784, whose registered office is at Jachthavenweg 109 H, 1081KM in Amsterdam, acting as payment agent for Treezor and operating under the trade name Finom,

hereinafter referred to as "the **Partner**"

hereinafter together referred to as the "**Parties**".

1. CONTRACTUAL DOCUMENTS

The Framework Agreement consists of these General Conditions of Use and its Appendices:

- Appendix 1: General Conditions (applicable to the Services offered by the Partner),
- Appendix 2: List of supporting documents to be attached to the Account opening request,
- Appendix 3: Price Conditions,
- Appendix 4: Withdrawal Form,
- Appendix 5: Power of attorney (given by the Partner),
- Appendix 6: General Conditions of Use of the Business Card,
- Appendix 7: Self-certification form for legal persons and other entities.

It governs the use of Payment Services, covered by Article L. 314-1.II of the Monetary and Financial Code and listed in Article 32 of this Payment Services Framework Agreement.

2. PURPOSE OF THE FRAMEWORK AGREEMENT

The purpose of the Framework Agreement is to govern the use of the Payment Services provided by Treezor to the Holder, in return for the payment by the latter of the fees agreed in the Price Conditions set out in Article 6 and in Appendix 3 hereto.

It governs the conditions for opening, operating and closing the Payment Account. The Payment Account is individual and only allows for own-account Payment Transactions.

3. DESCRIPTION OF THE PAYMENT SERVICES

The online Payment Services provided by the Institution to the Holder are as follows:

- the receipt of Payment Transactions by transfer, direct debit, card and cheque cashing, credited to the Payment Account
- the execution of Payment Transactions by transfer, direct debit or Card, debited from the Payment Account.

The Institution does not accept cash deposits and does not offer any payment or related services, other than those specifically described in this Framework Agreement. The Institution does not grant any credit or overdraft.

The Holder acknowledges that he can only open a single Payment Account assigned exclusively to the performance of Payment Transactions through the Partner Site.

If the Holder is in a business relationship with other partners, he is informed that he will have to open a payment account dedicated to the use of each partner site. The Holder acknowledges that in order to respond to his request to open one or more subsequent payment account(s), the Institution will use the information and data previously collected in the context of this first request, in order to facilitate the opening process.

Any eligible prospect may send, via the Site, a request to open a Payment Account used for the purpose of executing Payment Transactions. To this end, he must complete the Special Conditions and attach the documents listed in Appendix 2 and any other document requested by the Institution.

If the account opening request is accepted by the Institution, in accordance with Article 7 the prospect becomes Holder of a Payment Account. The Holder may subscribe to one or more Cards, the terms and conditions of which are provided in Appendix 6. For this purpose, he must designate each natural person Cardholder by his name and surname. He will deliver the Card to each Holder, who must accept the subscription and use conditions in order to activate it.

Access to the online Profile is secured by an Identifier and a password that the Holder shall refrain from disclosing to third parties, in particular by taking all necessary measures. This is an essential condition to secure the relationship between Trezor and the Holder. To be able to conclude the Agreement remotely and use the Payment Services, the Holder must have equipment (hardware and software, hereinafter the "Equipment"), for which he is solely responsible, compatible with the Site as well as an internet or telecom connection. Information about the Equipment is available on the Site or stated in the Partner's General Terms and Conditions. The Holder is personally responsible for the evolution or updating of the Equipment necessary to use the Payment Services. In particular, the Holder shall refrain from breaking the native protection of the operating system of his Equipment and shall protect his Equipment with an anti-virus and firewall produced and developed by a software publisher known and reputed for the reliability of its solutions.

4. ACCEPTANCE OF THE FRAMEWORK AGREEMENT BY THE HOLDER

The Framework Agreement is accepted by the Holder's handwritten or electronic signature. The Framework Agreement may be signed by any remote means, the Parties recognising that an electronic signature has the same value as a handwritten signature.

As the Holder is acting for professional purposes, the Institution may derogate from the articles relating to Payment Services concerning information-related costs, as well as those concerning information obligations, with the exception of III of Article L. 314-7 of the Monetary and Financial Code and VII of Article L. 314-13 of the Monetary and Financial Code. In addition, the Framework Agreement derogates from the provisions of Article L. 133-1-1, the third and fourth

paragraphs of Article L. 133-7, Articles L. 133-8, L. 133-19, L. 133-20, L. 133-22, L. 133-23, L. 133-25, L. 133-25-1, L. 133-25-2 and I of Article L. 133-26 of the Monetary and Financial Code.

The language used for the drafting of contractual documents and subsequent communications between the Parties shall be French or English. The Holder may request a copy of the Framework Agreement at any time and free of charge.

This is the entire agreement between the parties and supersedes all prior agreements or representations, whether oral or written, relating to its subject matter.

5. DEFINITIONS

Article	Refers to an article in the Framework Agreement.
Appendices	Refers to the appendices to the Framework Agreement.
Strong authentication	Refers to the authentication method that relies on the use of two or more elements that fall into the categories of "knowledge" (something that only the Holder knows), "possession" (something that only the Holder has) and "inherence" (something that the Holder is) and that are independent in the sense that the compromise of one does not call into question the reliability of the others, and which is designed to protect the confidentiality of authentication data within the meaning of Article 4, 30 of Directive 2015/2366 of the European Parliament and of the Council of November 25, 2015 on payment services in the internal market.
Beneficiary	Natural or legal person acting as recipient of a Payment Transaction.
Card	Systematic authorisation card issued in the name of the Holder and Cardholder, and associated with the Payment Account.
Payment account	Account held by the Institution on behalf of the Holder used exclusively for the purpose of executing Payment Transactions carried out within the framework of the use of the Site. At the Holder's request, Card Accounts denominated in a Foreign Currency may be associated with the Payment Account for the purpose of carrying out Card Payment Transactions in that Currency in accordance with Article 7.5.3.
Card accounts	Technical accounts denominated in Euros and in Foreign Currencies attached to the Payment Account to which the Card is associated, enabling the execution of Card Payment Transactions in Euros or in a Foreign Currency.
General Conditions or GC	This document.
Price Conditions	Document attached as Appendix 3 to the Framework Agreement, updated regularly and the latest version of which is accessible on the Site.
Framework Agreement	Refers to this Framework Agreement, including its Appendices and Preamble.
Data Protection Officer (DPO)	The natural person delegated to the protection of personal data within the meaning of Articles 37, 38 and 39 of European Regulation 2016/679 of April 27, 2016.

Effective date of termination	of	Refers to the effective date of termination by the Holder, which occurs at the end of a period of one (1) month from the date on which the Institution receives the termination request notified by the Holder in accordance with Article 10.3.
Effective date of cancellation	of	Refers to the effective date of cancellation, which occurs on the date of receipt of the cancellation letter by, depending on the case, the Holder or the Institution, under the conditions set out in Article 10.3.
Foreign Currency		Available foreign currencies as indicated by the Partner on the Site.
Personal data		All information of a personal nature concerning a Holder or Cardholder, a natural person who is identified or may be identified, directly or indirectly, by reference to an identification number or to one or more elements specific to him.
Personalised data	security	Data provided by the Institution to the Holder for authentication purposes. It includes in particular the Identifier and any other data that may be linked to the Strong Authentication procedure.
Force Majeure		Delay or non-performance by any of the Parties when the cause of the delay or non-performance is related to an event of Force Majeure within the meaning of Article 1218 of the Civil Code.
Identifier		A sequence of characters used by the Holder to identify itself on the Site.
Working day		A calendar day corresponding to the opening hours of the Customer Service as indicated on the Site or any other medium.
Business Day		A calendar day, with the exception of Saturdays, Sundays and public holidays in metropolitan France, on which the payment infrastructures and Banks used carry out their activities on a regular basis.
Working Day		Refers to a calendar day with the exception of Sundays and public holidays in metropolitan France.
Payment Order		Instruction transmitted a) By the payer, who gives a payment instruction to his Payment Service Provider (Payment Order by bank transfer); b) By the Payer, who gives a payment instruction through the Beneficiary who, after receiving the payment order from the payer, transmits it to the payer's Payment Service Provider, if applicable, through his own Payment Service Provider (Payment Order by card); c) by the Beneficiary, who gives a payment instruction to the payer's Payment Service Provider, based on the consent given by the payer to the Beneficiary and, if applicable, through his own Payment Service Provider (Payment Order by direct debit).
Payment Transaction		The action of transferring or withdrawing funds to or from a Payment Account, irrespective of any underlying obligation between the Payer and the Beneficiary, ordered by the Payer and the Beneficiary.

Payer	Natural or legal person giving or authorising a Payment Order.
Partner	Company operating the Site and appointed as payment service agent by the Institution, mentioned in the Special Conditions.
Profile	All data associated with the Holder.
Cardholder	Natural person authorised by the Holder to use a Business Card in the context of the Holder's professional activity. Upon request, the latter will provide proof of its relationship with the Cardholder. If the Holder is a natural person, he may himself be a Cardholder.
Third-party payment service provider	Credit, electronic money or payment institution approved by an authority established in a Member State of the European Union, in a State party to the European Economic Area or in a third country imposing equivalent obligations in terms of the fight against money laundering and terrorist financing.
Data Controller	Refers to the natural or legal person who has determined the methods, means and purposes of processing Personal Data. Unless otherwise stipulated, the Data Controller under this Agreement is Treezor, a simplified joint-stock company (SAS) with a capital of 3,200,000 Euros, registered with the Paris Trade and Companies Register under number 807 465 059, whose registered office is located at 41 rue de Prony in Paris (75017), acting as an electronic money institution and approved by the <i>Autorité de Contrôle Prudentiel et de Résolution</i> ("ACPR") under number 16798.
GDPR	Refers to Directive (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.
Customer Service	Refers to the Partner's customer service, which can be reached via the support chat on the Site and email address hello@finom.co, from Monday to Friday from 9 am to 6 pm.
Payment services	Services defined in 2°, 3° and 5° of Article L.314-1. I of the Monetary and Financial Code provided by the Institution and the Partner to the Holder in accordance with the Framework Agreement.
Payment initiation service	Service consisting in initiating a Payment Order (transfer) by a third party payment service provider, at the Holder's request, concerning his Payment Account opened in the books of the Institution.
Account information service	Online service consisting of providing consolidated information concerning one or more of the Holder's accounts opened with one or more financial institutions.
Treezor Customer Complaints Service	Treezor Customer Complaints Service, reachable:

	<ul style="list-style-type: none"> - Either by telephone at the following number: +33 (0)1.84.19.29.81. This service is open from Monday to Friday (excluding public holidays), from 9 am to 1 pm and from 2 pm to 6 pm, - Or by letter to the following address: 41 rue de Prony, 75017 Paris, - Or by email to the following address: reclamations@treezor.com.
Partner Customer Complaints Service	<p>Partner Customer Complaints Service, reachable:</p> <ul style="list-style-type: none"> - Either by email to the following address: hello@finom.co, - or via the support chat,
Site	Website and mobile application operated by the Partner : www.finom.fr & www.finom.co
Durable Medium	Means any instrument which enables the Holder to store the information sent to him personally to be able to access it for a period of time adequate for the purposes for which the information is intended, and which allows the identical reproduction of the information stored.
Holder	A natural person or legal entity duly represented by a corporate officer, acting on their behalf within the framework of their professional activity and having subscribed hereto.
User	Natural person authorised by the Holder to consult and/or carry out Payment Transactions on the Payment Account, in the name and on behalf of the Holder. If the Holder is a legal entity, the User must be a corporate officer, an employee or an agent of the Holder which will provide proof of the links between it and the User on request.
Sepa Zone	Area within which the Holder may use pan-European payment means as defined by the European Payment Council and available on the website www.europeanpaymentscouncil.eu including in particular the Member States of the European Economic Area, including metropolitan France and the overseas departments French Guiana, Guadeloupe, Martinique, Mayotte, Saint Barthélemy, Saint Martin (French part), Reunion Island and Saint Pierre and Miquelon, (with the exception of French Polynesia, New Caledonia, Wallis and Futuna) to which is added for the purposes hereof Switzerland, Iceland, Norway, San Marino.

6. PRICING AND OFFSET

In return for the Payment Services performed, the Holder will pay the Partner the fees agreed in the Price Conditions, and the Partner will be responsible for passing them on to the Institution in the amounts agreed between them. It is expressly agreed that the revocation of a Payment Order and the provision of information, in particular as provided for in Article 7 hereof may give result in the collection of specific fees.

The Holder expressly authorises the Institution to pay all the fees due by the Holder and payable under the Framework Agreement by debiting his Payment Account.

The Parties agree that the reciprocal debts of the Institution and the Holder resulting from the performance of the Framework Agreement will automatically be converted into simple credit and debit items within the limit of the

available provision on the Payment Account. After offsetting, these debits and credits form a net credit or zero balance in the Payment Account. In the absence of sufficient funds in the Payment Account, the amount remaining due by the Holder after offsetting is entered on the statement of his Payment Account on a specific line corresponding to a payable debt.

Notwithstanding the foregoing, the Holder and the Institution agree to offset any liquid, payable and reciprocal debt resulting from the performance of the Framework Agreement or any other contract.

The Institution may also exercise a right of retention on all sums, bills and values deposited with it by the Holder, until payment of any balance and, more generally, of any other sums owed by the Holder to the Institution and the Partner.

7. OPENING A PAYMENT ACCOUNT

Before being able to submit a request to open a Payment Account, the prospect confirms that it has legal capacity and is duly registered or resident in a Member State of the European Union or in a State party to the European Economic Area. It is expressly authorised to carry on its activity on this territory and undertakes to communicate any authorisation upon request.

Any request to open a Payment Account requires the Holder to enter the requested identification elements on the Site or to transmit them by any other means. The Holder authorises the Partner to transmit to the Institution the information and Personal Data concerning him necessary to create his request, the list of which is given in Appendix 2. The Institution reserves the right to request any other document or additional information, in particular to enable it to carry out the checks required to comply with its legal obligations, including those relating to the fight against money laundering. The Holder agrees that the Partner may send all such information and documents to the Institution by computer transmission on the Institution's computer systems or by post.

The Institution carries out additional due diligence within the meaning of Article R.561-20 of the Monetary and Financial Code when the conditions for application of this article are met. This will include document verification and certification measures.

The Institution may, at its own discretion and without having to justify its decision, refuse any request to open a Payment Account. This decision can in no case give rise to damages. It will be notified by email to the applicant.

If the Institution accepts the Holder's request, it will confirm to the Holder, by any means through the Partner, that it accepts the opening of the Account.

To finalise the opening of his Payment Account, the Holder must create a Profile on the Site in order to authenticate him using an Identifier, a confidential code and/or a single-use code when transmitting an Order, in accordance with these terms and conditions and the authentication procedures in force. The Holder may request the creation of Users with read-only or modified access to the Payment Account. The Holder is solely responsible for the scope of the powers given to each User on the Payment Account and for the controls carried out on the use of this power. It is up to the Holder to formally notify any change. Where applicable, the Institution shall in no way be responsible for the use of the access codes allocated to Users designated by the Holder and the personalised security data enabling a Payment Order to be issued.

8. FUNCTIONING OF THE PAYMENT ACCOUNT

8.1. General description



The Institution is responsible for maintaining the Payment Account and executing the associated Payment Transactions.

Payment Transactions are executed by:

- Crediting the corresponding Payment Account when the funds received follow the receipt by the Institution of Transfer Payment Transactions, Direct Debit Payment Transactions or Card Payment Orders,
- Debiting the corresponding Payment Account, when the transferred funds follow the execution by the Institution of Payment Transactions by transfer, direct debit or Card.

The Payment Account is held in Euros. The Institution does not have any premises or counters and cannot offer the Holder the possibility of carrying out cash transactions, deposits or withdrawals at a counter in its network. No overdrafts may be authorised. Thus, in the event of a Payment Transaction executed in the absence of sufficient funds, the Institution will notify by any means the amount due by the Holder and his obligation to credit his Payment Account, as soon as possible, with an amount sufficient to settle said amount and any intervention costs that may be due under the Price Conditions.

The Holder must give his consent by identifying himself and following the Strong Authentication procedure on the Site so that the Institution can execute a Payment Transaction or a series of Payment Transactions. However, consent to the execution of a Payment Transaction may also be given by mandating a Payment Service Provider providing a payment initiation service. In the absence of such consent, the Transaction or series of Transactions is considered to be unauthorised.

8.2. Payment Account Information and Payment Initiation Services

The Holder may:

- access the data of his Payment Account through a payment services provider of his choice providing the account information service,
- initiate a Payment Transaction (transfer), through a payment services provider providing a payment initiation service.

The Holder must give his express consent to the Payment Account information provider for access to the data of the Payment Account and expressly agree to the execution of the Payment Transaction through the payment initiation provider.

These service providers must be licensed or registered in accordance with the regulations in force.

However, the Institution or Partner may deny a payment service provider providing an account information or payment initiation service access to the Holder's Payment Account on the basis of objectively justified or documented reasons relating to unauthorised or fraudulent access to the account by that provider, including unauthorised or fraudulent initiation of a Payment Transaction.

In such cases, the Partner informs the Holder of the refusal of access to the Payment Account and the reasons for such refusal. This information is, if possible, given to the Holder before access is refused and at the latest immediately after such refusal, unless the provision of this information is not communicable for objectively justified security reasons or is prohibited under another provision of European Union law or relevant French law.

The Partner allows access to the Payment Account as soon as the reasons mentioned above no longer exist.

8.3. Transfers

8.3.1 Issuance of SEPA transfer Payment Orders

The Holder may give Payment Orders by transfer in Euros from his Payment Account to a bank or payment account opened in the books of a SEPA Payment Service Provider. To this end, he identifies and authenticates himself before transmitting his Payment Order, indicating in particular:

- the amount in Euros (which may not be greater than the amount of the available credit of the Payment Account after deduction of fees),
- the Beneficiary (name and details of the Beneficiary's account),
- the date on which the Payment Transaction is executed,
- the frequency (optional for standing orders),
- the reason for the Payment Order.

The Parties acknowledge that, unless expressly agreed by the Institution, the Holder may only issue SEPA transfers governed by a common set of rules and practices defined by the European Institutions and the EPC. It is denominated and executed in Euros between two (2) bank or payment accounts opened by SEPA Payment Service Providers.

The procedures for transmitting Payment Orders set out above have the same value as an electronic signature of the Holder allowing his identification and proving his consent.

The Holder acknowledges that such Payment Orders transmitted through the Site constitute irrevocable Payment Orders given to the Institution to transfer the funds to the Beneficiary's Payment Service Provider as from the date of their receipt by the Institution. The Holder's revocation of his Payment Order may be accepted if it is received before receipt of the Order by the Institution for immediate execution transfers and before 10 am on the Business Day before the execution date for forward transfers.

Where the Payment Order is given by a payment service provider providing a payment initiation service, the Holder may not revoke that Payment Order after having given his consent for the Payment Service Provider providing the payment initiation service to initiate the Payment Transaction.

All transfer Payment Orders are time-stamped and kept for the legal retention period in force. It is expressly agreed that transfers will be executed at the latest at the end of the Business Day following receipt of the request for immediate transfer and on the agreed execution date for forward or standing transfers or the next Business Day if that date is not a Business Day. A Payment Order received on a Business Day after 10:00 am is deemed to be received on the next Business Day.

The Institution may be required to refuse to execute an incomplete or incorrect transfer Payment Order. The Holder will have to re-issue the Payment Order to bring it into compliance. In addition, the Institution may block a transfer Payment Order in the event, in particular, of serious suspicion of fraudulent use of the Payment Account, unauthorised use of the Payment Account, breach of the security of the Payment Account, in the event of a freezing of assets by an administrative authority or in the event of insufficient funds on the Payment Account.

8.3.2 Receipt of SEPA transfer Payment Orders

The Holder expressly authorises the Institution to receive on his Account Payment Transactions by transfer from an account opened by a SEPA Zone Payment Service Provider in Euros.

The Institution collects the funds in the name and on behalf of the Holder and credits the Holder's Payment Account as soon as possible after the funds have been credited to its own account, except in the event of a legal provision applicable to the Institution requiring its intervention. After the funds have been posted to the Holder's Payment Account, the Holder receives a payment summary containing the following information: amount, date and time,

number of the Payment Transaction, name of the payer, the account debited and the beneficiary, the reason received by the Institution.

8.4. Direct debits

8.4.1 Issue of direct debit orders credited to the Payment Account

General provisions: The Holder (the creditor) may issue SEPA direct debit Payment Orders (recurring or one-off) in Euros crediting his Payment Account and debit the bank or payment account of the Payer (the debtor) opened in the Books of a SEPA Payment Service Provider. In the case of a one-off mandate, the Holder issues only one direct debit Payment Order. The SEPA Direct Debit is governed by a common set of rules and practices defined by the European institutions, falling under the SEPA Business To Business Direct Debit (reserved for non-consumer Payers) or ordinary SEPA direct debit known as the "Core Direct Debit" (usable for any Payer). Before issuing a direct debit Payment Order, the Holder undertakes to carefully read the brochure on direct debits available on the Site.

Formalisation of the mandate: The Holder undertakes to have the direct debit mandate completed, checked and signed in order to formalise the data of the Payment Order. This mandate will be established in the form of a "SEPA Direct Debit Mandate" or a "SEPA Business To Business Direct Debit mandate", as appropriate. The Holder (creditor) accepts this method of payment from his debtors to the credit of his Payment Account. The Holder must be identified by an SCI (SEPA Creditor Identifier) valid throughout the SEPA zone. The Holder undertakes to ensure that the SEPA direct debit mandate or SEPA B2B direct debit mandate is identified by a UMR (Unique Mandate Reference), which is a mandatory feature of the SEPA direct debit. The debit authorisation is only valid for the Mandate in question. The Holder undertakes to ensure that the Direct Debit Mandate includes all the mandatory provisions of the mandate established by the EPC and in particular:

- The title: "SEPA Direct Debit Mandate" or "SEPA B2B Direct Debit Mandate",
- The creditor's SCI and bank details,
- The statement informing the Payer (debtor) of his commitment and rights,
- The name, business name or trade name of the Holder, as well as his address, acting in the capacity of creditor, and possibly the third party creditor,
- The type of direct debit: one-off or recurrent,
- The name or business name of the Payer (debtor),
- The full address of the Payer (debtor) and, if applicable, the third party debtor,
- The bank details of the Payer (debtor),
- The place and date of signature.

The mandate may be supplemented by optional data agreed between the debtor and the Holder. Direct Debit Mandates must be kept by the Holder for the applicable legal period of at least thirteen (13) months, plus a period of thirty (30) calendar days and four (4) Business Days during which the Payment Service Provider of the Payer (debtor) seeks proof of the Payer's consent, without prejudice to any other legal provisions that may be applicable. He undertakes to keep his list of SEPA Direct Debit Mandates up to date and to immediately take into account any request for revocation of a mandate of which he is aware. A creditor may choose to have one or more mandates signed by the same debtor depending on the number of contracts he has signed with him.

When the mandate concerns a recurring direct debit, it shall lapse after thirty-six (36) months without the issue of a direct debit. After this, the Holder may not issue any direct debits under this mandate.

Transmission of a Payment Order: To be validly transmitted for execution to the debtor's Payment Service Provider, a direct debit Payment Order must contain the following information:

- the amount in Euros,
- the unique reference of the SEPA Direct Debit Mandate concerned,

- the date of direct debit, which may not be less than D+2 Business Days,
- the frequency,
- the reason for the Payment Order.

This Payment Order given by the Holder (creditor) to the Institution must comply with the technical requirements laid down by European Regulation No. 260/2012.

It is the responsibility of the Holder to verify receipt of a signed mandate authorising him to issue such a Payment Order debiting the debtor's account before issuing it. If necessary, he must refrain from issuing such a Payment Order. The Holder must notify any SEPA direct debit to the debtor at least fourteen (14) calendar days before its due date. It must provide the debtor with the possibility to revoke the SEPA Direct Debit Mandate at any time. All direct debit Payment Orders are time-stamped and kept for the legal retention period. It is provided that the Holder will send the SEPA Direct Debit Mandate and the first direct debit Payment Order to the Institution at least eleven (11) calendar days before the due date.

R-Transaction: It is expressly provided that the Holder (creditor) may recall a direct debit Payment Order provided that the Institution receives its request before having transmitted it in the interbank exchange systems. In the event of a technical rejection, a return at the initiative of the debtor's Payment Service Provider or a refusal by the debtor of the direct debit Payment Order transmitted by the Institution, the Partner immediately generates an alert message informing the Holder that the Payment Order could not be accepted, inviting it, depending on the reason, to try again later and to contact the Institution. This rejection, return or refusal may respectively result from an incomplete Payment Order or a technical problem, an erroneous Payment Order, a lack of funds in the account of the Payer (debtor). The Holder (creditor) undertakes to accept these rejections, returns or refusals presented to the Institution.

In the event of a refund request by the Payer to his Payment Service Provider, it is up to the Holder to respond to the requests made by the Payer's Payment Service Provider that are sent to him through the Partner by any means and to transmit the signed Mandate on request. He has seven (7) working days to respond using the same means of communication. The Holder undertakes to accept the reversal of the direct debit Payment Order as soon as the Institution confirms that it has received a request for reimbursement, which may include compensatory interest.

Receipt of funds: The Institution collects the funds in the name and on behalf of the Holder and credits the Holder's Payment Account no later than the end of the Business Day on which its own account was credited with the funds, subject to possible reversal in the event of a return submitted within five (5) Business Days of the date of credit. After execution of the direct debit Payment Transaction, the Holder receives a summary containing the following information: amount, date and time, Payment Transaction number, name of the debtor, account number, Payment Account reference.

SEPA B2B direct debit - exemption clause: The SEPA B2B Direct Debit Mandate must expressly provide that the Payer (debtor) may not claim reimbursement from the Institution after the debit of his Payment Account in the event of a dispute over an unauthorised direct debit Payment Order. The Holder undertakes not to offer a SEPA B2B Direct Debit Mandate to non-consumer Payers (debtors). The Holder undertakes to respond within seven (7) Business Days to any investigation request for an unauthorised or erroneous direct debit Payment Order relating to a SEPA B2B Direct Debit, triggered within thirteen (13) months of the debit from the debtor's Account. If there is no response within seven (7) Business Days, the Holder accepts the debit.

8.4.2 Execution of Payment Transactions by transfer, direct debit debited from the Payment Account

General provisions: The Holder (debtor) expressly authorises the Institution to debit his Payment Account by the amount in Euros corresponding to the direct debit Payment Orders received.

Formalisation of the Mandate: The direct debit data is formalised in a document entitled "SEPA B2B Direct Debit Mandate" (Business to business direct debit) or "SEPA Direct Debit Mandate" ("Core direct debit") transmitted by

the creditor. The Holder (debtor) who accepts this method of payment debiting his Payment Account, completes, checks and signs a mandate that he gives to his creditor, including his IBAN and BIC bank details and those of his creditor. The Holder's creditor must be identified by an SCI (SEPA Creditor Identifier) valid throughout the SEPA Zone. The mandate is identified by a UMR (Unique Mandate Reference) which is a mandatory feature of the SEPA Direct Debit provided by the creditor to the Holder. The debit authorisation is only valid for the mandate in question.

Modification of the Mandate: Any change in the terms of the mandate must be notified to the Institution no later than the Business Day preceding the due date. Where appropriate, the Payment Transaction may be rejected without the Institution being held liable for such rejection.

The Holder may, on the Site, request the blocking of a Payment Order by direct debit from his Payment Account, of direct debit Payment Orders from one or more creditors, authorise one or more creditors to issue such direct debit Payment Orders, or limit the amount or period of direct debit Payment Orders. These requests will be executed by the Partner.

R-Transactions: The Holder has the option of refusing the execution of SEPA direct debit Payment Transactions on his Payment Account. This refusal must be notified by mail to the creditor and the Institution and to the Partner. The Holder will then have to agree on another means of payment with the creditor. If the creditor refuses to take account of this request or can no longer interrupt the execution of the direct debit Payment Order, as well as in other cases where the Holder is entitled to do so, the Holder has the possibility, at the latest at the end of the Business Day preceding the due date before the deadline defined by the Institution, to oppose a direct debit Payment Order before its execution or to revoke a mandate. The revocation of a mandate entails the withdrawal of consent to any Payment Order relating to this mandate whose due date occurs at the earliest at the end of the Business Day preceding the due date before the deadline defined by the Institution. This revocation is made by the Holder to his creditor. The Holder must inform the Institution as soon as possible via the Site or the Customer Service. Where applicable, the Institution may not be held liable for a failure to provide information on the part of the Holder and the resulting direct or indirect consequences for the Holder.

Upon receipt of the pre-notification by the creditor informing him of the amount and due date of the SEPA direct debit Payment Transaction(s), the Holder checks that it complies with the agreement concluded with his creditor. In the event of disagreement, the Holder must immediately contact the creditor to suspend the execution of the SEPA direct debit. The Institution may issue within five (5) Business Days:

- A rejection of the direct debit before the settlement date of the Payment Transaction in the case of incorrect bank details of the Holder or at the request of the Holder in the case of an unauthorised Payment Transaction;
- A return of the direct debit after the settlement date, in the event of insufficient funds in the Payment Account or in the event of a claim for reimbursement by the Holder, in the event of a dispute over a Payment Transaction that does not comply with the expectations of the Holder or a Transaction not authorised by the Holder.

Execution of the direct debit Payment Order: Before executing the direct debit Payment Order, the Institution and the Partner check the validity of the Holder's details and the absence of any non-payment instructions. The time of receipt of the SEPA Direct Debit Payment Order by the Institution is the due date, in accordance with the schedule agreed between the creditor and the Holder. The Payment Service Provider forwards the SEPA Direct Debit Payment Order to the Institution within the time limits agreed between the creditor and his Payment Service Provider. These time limits must allow payment on the agreed date. For SEPA B2B Direct Debits, the submission deadline between institutions is at least one (1) business day before the due date.

The Holder receives a summary of the Payment Transaction containing the following information: amount, date and time, Payment Transaction number, name of the Beneficiary (creditor), name of the Payment Transaction, UMR, reason communicated by the creditor, creditor reference of the direct debit.

It is specified that a direct debit order may be the subject of a request for reimbursement by the debtor to his payment service provider within eight (8) weeks from the debit of the debtor's account or in the case of unauthorised Payment Orders within thirteen (13) months (unless otherwise contractually provided), resulting in the automatic reversal of the debit entry on the Holder's Payment Account by the Institution, without prejudice to the results of the search for proof.

SEPA B2B direct debit - exemption clause: The Holder (debtor) acknowledges that he cannot claim reimbursement from the Institution after the debit of his Payment Account in the event of a dispute over an unauthorised direct debit Payment Order. The Institution and/or the Partner verify the consistency of the mandate data validated by the Holder with any instructions given by him. If the execution conditions are not met, the Institution and/or the Partner may be required to perform rejections or returns within two (2) Business Days following the payment to the creditor's bank.

8.5. Cards

8.5.1 Acquisition of remote card Payment Orders

The Holder, as a seller of goods and services, expressly mandates Treezor to receive the funds resulting from Card Payment Orders given by Payers on the Site and corresponding to the purchase price of goods and services sold to Payers by the Holder. Only "CB" or approved "CB", Visa or MasterCard cards are accepted.

The Holder acknowledges that he will act vis-à-vis the card networks in his own name as an acceptor. The Holder undertakes to comply with all provisions applicable to his activity defined by law, regulations, professional standards or the contractual provisions of the card networks. He acknowledges that he may be subject to sanctions or fines, in particular by the card networks, in the event of non-compliance with these rules.

If Treezor refuses the Payment Order, the Site immediately generates an alert message informing the Holder that the Payment Order could not be authorised, inviting him, depending on the reason, to try again later and to contact the Customer Service of the Partner, the Payer or the institution that issued the card.

The Payment Order is acquired by the Treezor Payment Service Provider. The Institution credits the Holder's Payment Account no later than the Business Day on which its own account was credited with the funds. The Holder receives a payment summary from the Partner containing the following information: amount, date and time, Payment Transaction number and reference number transmitted by the Holder.

In the event of the Holder's failure to comply with the obligations herein or with the laws in force or in the event of an abnormally high rate of non-payments, the Institution or the Partner may take safeguard and security measures. The Institution or the Partner may thus send a warning to the Holder, which serves as formal notice and specifies the measures to be taken to remedy the breach or reabsorb the rate of non-payments noted. The Institution or the Partner may also automatically decide, with immediate effect, to suspend the Payment Account in the event of failure to comply with the provisions hereof or in the event of violation of the legislation on the fight against money laundering and terrorist financing or any other legislation applicable to it.

The Institution or the Partner may also decide to impose a maximum ceiling on Payment Orders acquired over a given period and/or to request the constitution of a Cash-Pledge in accordance with the model provided for in Appendix 8 of the agent's mandate to cover sums owed by the Holder, in particular in connection with the operation of the interbank system and card networks.

It is specified that a Card Payment Order may be the subject of a request for reimbursement by the debtor to his payment service provider within thirteen (13) months following the Payment Transaction in the event of absence of authorisation, resulting in the automatic reversal of the debit entry on the Holder's Payment Account by the Institution at the request of the Partner. The Holder undertakes to accept such a reversal.

8.5.2 Execution of Card Payment Orders

The Holder may mandate one or more Cardholders, each of whom will be allocated a Card, associated with the Holder's Payment Account. The conditions of allocation and operation of the Card are set out in Appendix 6. The Institution executes Card Payment Orders associated with the Holder's Payment Account.

8.5.3 Foreign exchange transactions associated with Card Payment Transactions

Card Accounts are technical accounts in Euros or in the Foreign Currency of the Payment Account used for the execution of Payment Transactions made with the Card. The funds credited to Card Accounts are dedicated to the execution of Card Payment Transactions. The Card Accounts must have sufficient funds in Currency or in Euros before the Cardholder transmits the Card Payment Order.

With regard to Foreign Currencies, it is up to the Holder to fund each Card Account in Foreign Currency through the Site by ordering a transfer from the Payment Account to the Card Account in the designated Foreign Currency. The foreign exchange transaction is carried out on condition that the Holder has sufficient funds in Euros in his Payment Account. The conversion into Foreign Currency is carried out by the Institution on the day the Transaction is processed and at the exchange rate obtained by the Institution to which are added the fees indicated in Appendix 3.

The Holder also has the possibility to transfer Foreign Currencies from one Card Account to another Card Account or to the Payment Account through the Site. The foreign exchange transaction is carried out on condition that the Holder has sufficient funds in Foreign Currency in his Card Account. The conversion into Euros or another Foreign Currency is carried out by the Institution on the day the Transaction is processed and at the exchange rate obtained by the Institution to which are added the fees indicated in Appendix 3.

8.6. Cheques

The Institution has developed a cheque-cashing service through a payment service provider (PSP). Thus the Institution outsources the processing of cheques received by the Holder.

The Holder (the creditor) can deposit cheques to credit their Payment Account and debit the Bank or Payment Account of the payor open in the books of a payment service provider in the SEPA zone.

The Holder who wishes to cash a cheque in his Payment Account must connect to the Partner's site www.finom.fr

It is up to the Holder to correctly enter the information of the cheque to be cashed on the Site.

In addition, the Holder is prohibited from making any modification to the cheque given to him.

The Institution and the Partner will not be liable for the improper execution of a Payment Order resulting from the entry or incorrect information or the modification of the remittance of cheque.

8.7. Reporting

A statement of the Payment Transactions recorded in the Payment Account is sent or made accessible to the Holder on a monthly basis by the Partner on the Site in order to facilitate the monitoring of the Payment Account. This monthly statement will be deemed authentic between the Parties. The statement must detail the Payment Transactions charged to the Payment Account and include all transactions made by card in order to facilitate the monitoring of these Card Accounts. The Payment Transaction statement contains the following information:

transaction amount, exchange rate applied, amount of Card Payment Transactions in Foreign Currency, commission amount. The statement also shows the Card Account balance.

It is up to the Holder to communicate on the Site his exact address as well as any subsequent changes. In the absence of information or erroneous information, the Institution may not be held liable for any harmful consequences for the Holder.

It is recommended that the Holder keep the Payment Account statements in case of dispute and systematically check the contents of the statement. For any claim, he is invited to comply with Article 21.

A summary statement of fees will be made available monthly on the Site.

The conditions of access to the Payment Account are defined by the Partner in the general conditions of use of the Site.

9. OPPOSITION AND BLOCKING - CHALLENGE OF A PAYMENT TRANSACTION

9.1 Procedure for opposition by the Holder

As soon as the Holder becomes aware of a theft or loss of his data, he must request the blocking of his Payment Account as soon as possible. Declarations of fraudulent use of the Payment Account or loss or theft of the mobile phone must be made by message via the support chat on the Site or email to Customer Service hello@finom.co . They must be confirmed by registered letter with acknowledgement of receipt sent to Customer Service. The Holder is informed that any false declaration in connection with the Framework Agreement is liable to the penalties provided for by law.

A registration number of this opposition is communicated to the Holder by the Site and is kept for eighteen (18) months by the Holder. Upon written request by the Holder and before the expiry of this period, the Site will communicate a copy of this opposition.

9.2 Effects of the Holder's opposition - Blocking the Payment Account

The request for opposition is immediately taken into account by the Partner, who communicates it as soon as possible to the Institution in order to block the Payment Account. The Institution cannot be held responsible for the consequences of an opposition not issued by the Holder. The request for opposition is deemed to be made on the date of actual receipt of the request by the Institution or any person appointed by it for this purpose. In the event of theft or fraudulent use, the Institution is entitled to request a receipt or a copy of the complaint from the Holder, who undertakes to reply as soon as possible.

9.3 Blocking of the Payment Account at the initiative of the Institution

In addition, the Institution may block the use of the Payment Account at its own initiative for reasons relating to its security, in the event of presumed unauthorised or fraudulent use and in the event of a significantly increased risk of the Holder being unable to fulfil his payment obligation. This decision is reasoned and notified to the Holder by any means. If a Payment Account receives a significant number of refunds, cancellations of orders or disputes for unauthorised orders, the Institution may block the operation of the Payment Account.

9.4 Challenge of a Payment Transaction

Claims relating to commercial relations between the Holder, a Payer or a Beneficiary are not admissible with the Institution. Only those relating to the absence or improper execution of a Payment Order given by the Holder to the Institution are covered by this Article and by the Framework Agreement.

If a Payment Transaction is executed by the Institution with errors due to the fault of the latter, the debit of the Payment Account is cancelled and the Payment Account is restored to the situation it was in before the receipt of the Payment Order concerned. Subsequently, the Payment Order is correctly represented.

The Holder who wishes to dispute a Payment Transaction not authorised by him must contact the Customer Complaints Service or use the appropriate form on the Site as soon as possible and within a maximum period of thirteen (13) months from the date of debit of the disputed payment order to the account on which the card operates.

However, the maximum period during which the Holder may dispute a Payment Transaction is set at seventy (70) days from the date on which the disputed payment order is debited from said account, when the Beneficiary's Payment Service Provider is located outside the European Economic Area, and outside Saint Pierre and Miquelon.

It is specified that any dispute that has not been formulated without delay will only be admissible in the event of a delay duly justified by the Holder.

After validation of the legitimacy of the request, the Institution will immediately after becoming aware of the Payment Transaction, and at the latest at the end of the first following business day, reimburse the Payment Transaction unless it has good reason to suspect fraudulent conduct on the part of the Holder.

Where the unauthorised Payment Transaction has been initiated through a Payment Service Provider providing a payment initiation service, the Institution will immediately, and at the latest by the end of the first following Business Day, reimburse the Payment Transaction. The Institution will restore the Payment Account, in the form of a temporary credit, to the situation it was in if the disputed Payment Transaction had never been carried out. The Institution shall not be liable in any way for Payment Transactions initiated by the Partner in breach of the General Conditions applicable to the Partner's Services.

After investigating the validity of the dispute, the Institution will adjust the Payment Account accordingly. Unauthorised transactions carried out prior to notification of the opposition will be borne by the Holder. Without prejudice to the foregoing, the Holder's fault such as a wilful or grossly negligent breach of his obligations, late transmission of the objection or bad faith, may give rise to damages.

In the event of loss of Personalised Security Data due to the actions or failure to act of an employee, agent or service provider of the Institution, the Holder is not liable for the resulting losses; in addition, in the event of unauthorised Payment Transactions carried out without the Institution requiring Strong Authentication from the Holder and unless the Holder has acted fraudulently, the Holder is not liable for the resulting losses.

Payment Transactions carried out after the Holder's objection are borne by the Institution, except in the event of fraud.

9.5 Applicable deductible

In accordance with the regulations, in the event of an unauthorised Payment Transaction resulting from the loss or theft of the Card, the Holder bears, prior to the objection provided for in Article 9.1, the losses linked to the use of his Card up to a maximum of fifty (50) Euros.

10. TERM OF THE FRAMEWORK AGREEMENT – AMENDMENTS – TERMINATION AND RESOLUTION

10.1 Terms of the Framework Agreement

The Framework Agreement is concluded for an indefinite period from its acceptance by the Parties.

10.2 Amendments to the Framework Agreement

The Institution reserves the right to amend the Framework Agreement at any time.

Any proposed amendment following changes in the regulations applicable to the Framework Agreement is notified to the Holder on a Durable Medium, before the date of application proposed for its entry into force, following a notice period of fifteen (15) days from said notification to the Holder.

In the absence of a written objection by registered letter with acknowledgement of receipt sent to the Institution by the Holder before the expiry of this fifteen (15) day period, the Holder is deemed to have accepted these changes. In the event that the proposed amendment is not accepted within the specified time limit, the Holder may terminate the Framework Agreement upon written request, free of charge, prior to the proposed effective date of the amendment. This request does not affect all debits (fees, contributions, payment) for which the Holder remains liable.

In the event of an amendment of the Framework Agreement which is not due to changes in the regulations applicable to the Framework Agreement, the proposed amendment of the Framework Agreement is notified to the Holder on a Durable Medium, prior to the date of application proposed for its entry into force, following a notice period of two (2) months from said notification to the Holder.

In the absence of a written objection by registered letter with acknowledgement of receipt sent to the Institution by the Holder before the expiry of this fifteen (15) day period, the Holder is deemed to have accepted these changes. In the event that the proposed amendment is not accepted within the specified time limit, the Holder may terminate the Framework Agreement upon written request, free of charge, prior to the proposed effective date of the amendment. This request does not affect all debits (fees, contributions, payment) for which the Holder remains liable.

10.3 Termination by the Holder

The Holder may request the resolution of the Framework Agreement at any time. This request must be formalised by registered letter with acknowledgement of receipt sent (i) directly to the Institution or (ii) to the Partner, who must inform the Institution without delay of the termination notified by the Holder, by performing an action in the Holder's dashboard on the Site, contacting the Partner in the support chat on the Site or email to the address hello@finom.co followed by a registered letter with acknowledgement of receipt to the address of the Institution.

The termination will take effect on the expiry of a period of one (1) month from the receipt by the Institution of said letter ("Effective Termination Date").

The Holder must maintain a balance sufficient to ensure the proper completion of current Payment Transactions for the time necessary to settle them and the payment of the fees due under the Framework Agreement.

10.4 Resolution in cease of breach

In the event of serious breach by the Holder or the Institution, the Framework Agreement may be terminated with immediate effect by registered letter with acknowledgement of receipt. The resolution will take effect from the date of receipt of said letter by the Holder or the Institution, as the case may be (the "Effective Date of the resolution").

Serious breaches by the Holder are understood to mean: providing false information, carrying out illegal or immoral activities, suspicion of money laundering or terrorist financing, threats against employees of the Institution, non-payment, failure to comply with one of his obligations hereunder, excessive debt, closure of his Profile.

Serious breaches by the Institution are understood to mean: communication of false information, failure to comply with an obligation under the Framework Agreement, appointment of a receiver, appointment of a judicial administrator, opening of receivership or liquidation proceedings.

In the event of a change in the applicable regulations and the interpretation thereof by the Regulatory Authority concerned affecting the capacity of the Institution or its agents to provide Payment Services, the Framework Agreement will be automatically terminated by registered letter with acknowledgement of receipt, the date of receipt of said letter being deemed to be the Effective Resolution Date.

In the event of the appointment of a receiver, safeguard procedure, receivership or compulsory liquidation, the Institution may notify the representative or liquidator by registered letter with acknowledgement of receipt of the resolution of the Framework Agreement, which will take effect upon receipt, subject to the applicable legal provisions ("Effective Date").

10.5 Effects of the resolution

The Payment Account will be closed on the Effective Date of the resolution provided that all amounts due under the Framework Agreement have been paid by the Holder. This resolution entails the termination of the Framework Agreement and does not call into question the services previously performed or in progress on the Effective Date. The Holder will no longer be able to transmit a Payment Order as of the Effective Date. The Payment Account may be maintained for a period of fifteen (15) months in order to cover any subsequent disputes and claims. Payment Transactions initiated prior to the Effective Date of termination will not be affected by the termination request and must be executed under the terms of the Framework Agreement.

The Partner will notify to the Holder the name of a successor appointed to the Institution to provide services equivalent to those provided for in the Framework Agreement. The Holder will be invited to enter into a new contract with the designated successor. For this purpose, he must confirm in writing to the Institution the transfer of the funds belonging to him, the amount and date of which will be notified to him.

11. HOLDER'S COMMITMENTS

When the Holder creates a Payment Account, he undertakes to comply with all the provisions of the Framework Agreement.

11.1 Creation of the Profile by the Holder

The Holder warrants that the information in his Profile as well as the information concerning each User is accurate on the day of the request to open the Payment Account and undertakes to update it as soon as possible following any changes throughout the term of the Framework Agreement. Where applicable, the Institution and the Partner will not be liable for any damage that may result from an inaccuracy or a change if it has not been notified by the Holder.

11.2 Confidentiality of the Holder's access codes

The Holder undertakes to keep the confidential code or any other code to access or use his Payment Account secret. In the event of unauthorised use of the Payment Account by a third party, the Holder will bear the losses resulting from fraudulent conduct on his part, intentional breach or gross negligence in the performance of his obligations under the Framework Agreement, subject, in the latter case, to the provisions of Article 9.5.

11.3 Lawfulness of the use of the Payment Account

The Holder undertakes to operate his Payment Account in compliance with monetary and tax legislation or legislation on financial relations with foreign countries, embargoes, the fight against corruption, money laundering and the financing of terrorism, in force in France and in the European Union member country in which the Institution is established for the conclusion of the Framework Agreement. In addition, the Holder undertakes to carry out only activities that comply with the regulations applicable to him. He will pay any fine, sanction or damages borne by the

Institution and resulting from an activity of the Holder which is illegal, unlawful or immoral. In this respect, the Holder undertakes not to carry out or promote the exercise of activities that are criminally punishable such as the endangerment of minors, acts of paedophilia, acts of infringement of works protected by an intellectual property right, failure to respect the protection of Personal Data, breaches of automated data processing systems, acts of money laundering or terrorist financing, failure to comply with the provisions relating to gambling, horse racing, lotteries and the provisions relating to the conditions for exercising regulated professions.

12. THE AUTOMATIC EXCHANGE OF INFORMATION RELATING TO PAYMENT ACCOUNTS FOR TAX PURPOSES

In accordance with:

- Law No. 2014-1098 of September 29, 2014 ratifying the Intergovernmental Agreement between France and the United States of America with a view to improving compliance with tax obligations at the international level and to implement the law relating to compliance with tax requirements for foreign accounts (known as the "FATCA Law"),
- Council Directive 2014/107/ EU of October 9, 2014 amending Directive 2011/16/EU as regards the automatic and compulsory exchange of information in tax matters,
- the multilateral agreement between competent authorities concerning the automatic exchange of information relating to financial accounts signed by France on October 29, 2014 and the Common Reporting Standard approved by the OECD Council on July 15, 2014, (hereinafter together "the regulations concerning the automatic exchange of information relating to accounts in tax matters"), the Institution must identify the residence for tax purposes of the Payment Account Holder and fulfil annual reporting obligations with regard to the French tax administration concerning the declarable accounts of persons not resident for tax purposes in France (including tax carry out diligence in identifying the residence for tax purposes of the Payment Account Holder and fulfil annual reporting obligations with regard to the French tax authorities concerning the declarable accounts of persons not resident for tax purposes in France (including Specified U.S. Persons, within the meaning of the FATCA law). The French tax administration transmits this information to the tax administration of the country of residence for tax purposes of the holder of the declarable account if the regulations concerning the automatic exchange of information so requires.

The Holders concerned undertake to provide the Institution with all the documents and proof relating to their country(ies) of residence for tax purposes.

13. AGREEMENT ON PROOF AND TELEPHONE RECORDING

The Parties acknowledge that Payment Orders transmitted in accordance with the above and recorded by the Institution are deemed to be authorised by the Holder (and have been given by him or a User) and duly authenticated. Proof of this authentication may be provided by reproducing on a computer medium the use of the technical means assigned for this purpose by the Site to the Holder.

The Holder is informed that telephone conversations with the Partner's staff and with the Institution's staff may be recorded by it or any company appointed for this purpose, in order to ensure a better quality of Payment Services.

14. DEATH OF THE HOLDER - INACTIVE PAYMENT ACCOUNTS

14.1 Death of the Holder

The Framework Contract is terminated as soon as the death of the Holder is brought to the attention of the Institution and the Partner

Transactions taking place after the death of the Holder are considered as unauthorised, except with the agreement of the Holder's assigns. The Payment Account remains open for the time necessary to settle the estate and the Institution will ensure the settlement of the balance with the agreement of the Holder's assigns.

14.2 Inactive payment accounts

A Payment Account is deemed inactive in the following cases:

- If the Payment Account has not been the subject of any Payment Transaction for a period of twelve (12) months during which, apart from the entry of interest and debits by the Institution taking into account fees and commissions of all kinds and the Holder, his legal representative or the person authorised by him has not made any contact with the Institution and/or the Partner;
- If, within twelve (12) months from the death of the Holder, no beneficiary has informed the Institution and/or the Partner of his wish to assert his rights on the Payment Account of the deceased Holder.

When the Institution notes that the Payment Account is inactive, it informs the Partner so that it can contact, if necessary, the Holder or his assigns to inform them of the consequences of such inactivity. This information will be renewed, as the case may be, for two (2) or nine (9) years and one last time six (6) months before the Account closing date, under the conditions provided for by the regulations.

The assets recorded on the inactive Payment Account are deposited with the Caisse des Dépôts et Consignations after a period of three (3) years in the event of the death of the Holder of the inactive Payment Account, and ten (10) years in other cases, from the date of the last Payment Transaction, excluding the recording of debits by the Institution taking into account all types of fees and commissions.

15. POWER OF ATTORNEY

The Holder, represented, where applicable, by its corporate officer, may give a natural person power of attorney to give Payment Orders on its Payment Account and under its full responsibility, under the conditions defined in the power of attorney. The form is provided online on request and must be returned to the Institution either via the Site with the Holder's electronic signature or by post with the Holder's handwritten signature. The power of attorney will take effect only upon receipt by the Institution of the duly completed form and subject to its acceptance by the Institution. It will be notified by any means. It ceases automatically upon the death of the Holder or the representative. It may be revoked at the initiative of the Holder, who informs the representative and the Institution by registered letter with acknowledgement of receipt or by signing an available online form. The termination takes effect on the date of receipt of the termination by the Institution. The Holder remains liable for Payment Transactions initiated on his behalf until that date by the appointed representative.

The Holder expressly releases the Institution from the obligation of professional secrecy with regard to the Payment Account data with regard to the authorised representative designated by the power of attorney.

16. TRANSFER OF THE PAYMENT ACCOUNT

Upon request to the Partner via the Site, the Holder may obtain the conditions of transfer of his Payment Account in order to obtain the role of the receiving and the sending institution at each stage of the banking mobility procedure, as provided for in Article L. 312-1-7 of the Monetary and Financial Code, the time limits for completion

of the various stages, the information that the Holder may have to communicate, and the procedures for contacting the customer relations department in order to receive any complaints.

17. RIGHT OF WITHDRAWAL

The Holder meeting the definition of Article L.341-1 of the Monetary and Financial Code having been solicited by Treezor, has a withdrawal period of fourteen (14) calendar days to exercise his right of withdrawal, without having to justify his choice. He will not bear penalties simply by exercising his right of withdrawal. The period runs either from the day on which the Framework Agreement is concluded or from the day on which the person solicited receives the contractual conditions and information, if that date is later than the date on which the Framework Agreement is concluded. The Holder who wishes to exercise his right of withdrawal must send his written request ("Withdrawal Form" available at the end of this document) by registered letter with acknowledgement of receipt to the address available on the Site or, failing this, to the following address: Treezor SAS - 41 rue de Prony, 75017 Paris.

Treezor may not collect funds from the Holder who has been solicited before the expiry of a cooling-off period of forty-eight (48) hours from the day following the delivery of the slip establishing the communication to the Holder of the information relating to the solicitation. The start of performance of the Framework Agreement can only take place at the express request of the Holder.

The exercise of the right of withdrawal entails the resolution of the Framework Agreement which, in the event of commencement of performance, takes the form of a termination of the Framework Agreement and does not call into question the services previously performed.

18. PROFESSIONAL SECRECY

The Institution and the Partner are bound by professional secrecy with regard to the Holder, in accordance with the regulations in force.

However, this secrecy may be waived, in accordance with the regulations in force, by virtue of a regulatory and prudential legal obligation, in particular at the request of the supervisory authorities, the tax or customs administration, as well as the criminal judge established by Article L.562-4 of the Monetary and Financial Code or in the event of judicial requisition.

Notwithstanding the foregoing, the Holder has the right to release the Institution and the Partner from professional secrecy by indicating in writing the third parties authorised to receive confidential information concerning him. Professional secrecy may also be waived in accordance with the regulations in favour of companies providing important operational tasks to the Institution under the Framework Agreement.

19. PERSONAL DATA

The Partner and the Institution declare that they comply with the regulations applicable to the protection of Personal Data, in particular:

- Law No. 78-17 of January 6, 1978 on information technology, files and civil liberties; and
- Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (the "GDPR").

Personal Data is collected by the Partner for the sole purpose of performing payment services under the Framework Agreement.



The Partner acts as a subcontractor within the meaning of Article 4 of the GDPR.

19.1 Processing of Personal Data

o **The processing purposes**

The Institution, in its capacity as Data Controller, processes the Personal Data of Data Subjects in the context of the management of the Payment Account(s) and the provision of the payment services covered by the Agreement.

The purpose of the processing carried out by the Institution is:

- knowledge of the Customer and the updating of his data,
- keeping and managing the Payment Account(s),
- risk management, control and monitoring linked to the internal control to which the Institution is subject,
- security and prevention of non-payment and fraud, collection, litigation,
- compliance by the Institution with its legal and regulatory obligations and in particular the identification of inactive accounts, the fight against money laundering and terrorist financing, the automatic exchange of information relating to accounts in tax matters,
- segmentation for regulatory purposes,
- carrying out statistical studies and making data more reliable,
- monitoring the exercise of Data Subjects' rights.

o **Legal basis for processing**

The Institution justifies the lawfulness of the data processing under Article 6(c) of Regulation 2016/679 of April 27, 2016. By virtue of its status as an Electronic Money Institution, Treezor must carry out the processing operations set out below in order to meet its legal obligations.

19.2 The Personal Data processed

The Personal Data collected by the Partner in the name and on behalf of the Institution in the provision of payment services is the following:

- Data identifying the natural person (surname, first name, date of birth, identity card and passport number, postal and email address, telephone number, tax number and residence, legal situation)
- Data related to the professional situation of the Data Subject (employment contract, pay slip, etc.)
- Data relating to the financial situation
- Data related to the operations and transactions that the Data Subject carries out using the Service (payments, transfers)
- Bank Data (IBAN, card number, balance)
- Identification and authentication data related to the use
- Identification data or digital authentication linked to the use (connection and usage logs, IP address, etc.)

Mandatory nature of the collection of Personal Data

The processing by the Institution of the Personal Data provided for in Article 19.1 is mandatory. Refusal by Data Subjects to communicate all or part of their Personal Data may result in the Institution's rejection of the request to open a Payment Account.

19.3 Communication of Personal Data to third parties

The Holder authorises the Institution, by accepting this agreement, to communicate, under the conditions described below relating to professional secrecy, the Personal Data concerning him, in the context of the provision of payment services and the management of the Account(s), to:

- third parties for the purpose of complying with a legal or regulatory obligation or responding to a request from the supervisory authority, in particular the French Prudential Supervisory Authority (ACPR), the French Data Protection Agency (CNIL), judicial bodies, the tax administration tax, TRACFIN, etc.
- external companies for the execution of services that it subcontracts: payment service agents, card managers and manufacturers, mobile payment managers, members of the SEPA banking network (managers of credit transfers and direct debits), trusted third parties, cheque managers.

19.4 Hosting of Personal Data

The processing and hosting of Personal Data is carried out in the European Union.

19.5 Personal Data retention period

Personal Data is retained, in order to comply with legal and regulatory obligations and for security purposes, for a period of five (5) years from the date of closure of the Account for information collected for anti-money laundering and anti-terrorist financing purposes.

19.6 The exercise of rights relating to Personal Data

Data Subjects' rights

Subject to the restrictions set out in the legislation on banking and the protection of Personal Data, Data Subjects have a right of access, rectification, restriction, opposition, deletion and portability of the Personal Data concerning them.

To exercise any of these rights, Data Subjects can send their request to the following address:

TREEZOR SAS
41 rue de Prony
75017 Paris

or by email to the following address: dpo@treezor.com.

A maximum period of one (1) month may be necessary between receipt of the request and the Institution's response.

Contact details of the DPO (Data Protection Officer)

The Institution has appointed a Personal Data Protection Officer (DPO) in accordance with Article 37 of European Regulation 2016/679 of April 27, 2016. Data Subjects can contact the DPO of the Institution for any request relating to their Personal Data at the following address:

dpo@treezor.com
41 rue de Prony
75017 Paris

20. FIGHT AGAINST MONEY LAUNDERING AND TERRORIST FINANCING



Pursuant to the provisions of Articles L.561-2 *et seq.* of the Monetary and Financial Code relating to the participation of financial institutions in the fight against money laundering and terrorist financing, the Institution is required to obtain information from the Holder for any transaction or business relationship initiated under the conditions of Articles L.561-2 *et seq.* of the Monetary and Financial Code, in particular, the origin, purpose and destination of the Payment Transaction or the opening of the Payment Account. It must also carry out all the necessary steps to identify the Holder and, where applicable, the beneficial owner. The Holder undertakes to take all reasonable care to enable the Institution to carry out a thorough examination of the Payment Transaction, to inform the Institution of any exceptional transaction compared with the Payment Transactions usually recorded on his Payment Account and to provide it with any document or information required.

He recognises that the Institution may be required to set up monitoring systems aimed at combating money laundering and the financing of terrorist activities.

The Holder acknowledges that the Institution may terminate or postpone at any time the opening of the Payment Account or the execution of a Payment Transaction in the absence of sufficient information about its purpose or nature. He is informed that a Payment Transaction carried out hereunder may be subject to the exercise of the right of disclosure of the national financial intelligence unit.

The Holder may, in accordance with regulations, access all information thus communicated, provided that this right of access does not jeopardise the purpose of combating money laundering and the terrorist financing when such Personal Data relates to the Holder and is held within the framework of Articles L621-8, L621-9 and L621-10 of the Monetary and Financial Code.

No prosecution based on Articles 226-13 and 226-14 of the Penal Code and no civil liability action may be brought or any professional sanction pronounced against the Institution, its managers or employees or against any other person referred to in Article L.562-1 of the Monetary and Financial Code who have made in good faith the declarations mentioned in Articles L.561-22 of the same Code.

21. CLAIMS

In the event of difficulties concerning the Services provided by Trezor and the Partner, the Holder may, at his option, contact the Partner's Customer Complaints Service in order to obtain all the desired information, or make any complaint communicated in writing to Trezor's Customer Complaints Service.

Partner Customer Complaints Service:

- Either by e-mail to the following address: hello@finom.co,
- or via the support chat on the Site,
- or by letter to the following address: 109H Jachthavenweg, 1081KM Amsterdam.

Within this framework, the Partner undertakes:

- to acknowledge receipt of any complaint made by the Holder within ten (10) working days of receipt;
- to reply to the Holder within fifteen working days of receipt of his complaint;
- notwithstanding the foregoing provisions:

Payment services framework agreement - General conditions

- if it reasonably considers that it will not be able to give a response to the Holder within fifteen working days, it will send a holding reply to the Holder clearly stating the additional time required to respond to his complaint and specifying the maximum date by which the Holder will receive a response to the complaint notified to the Partner, which may not in any event exceed thirty-five (35) working days from the date of receipt of the complaint by the Partner;
- if the Partner reasonably believes that it cannot process the complaint without the assistance of Treezor, it undertakes to forward the complaint to Treezor within one working day of receipt.

Treezor Customer Complaints Service:

- Either by letter to the following address: 41 rue de Prony, 75017 Paris,
- Or by email to the following address: reclamations@treezor.com.

In addition, Treezor's Customer Complaints Service can be reached by telephone at the following number: +33 (0)1.84.19.29.81 (service open from Monday to Friday (excluding public holidays) from 9 am to 1 pm and from 2 pm to 6 pm).

Within this framework, Treezor undertakes:

- to acknowledge receipt of any complaint made by the Holder within ten (10) working days of receipt;
- to reply to the Holder within fifteen working days of receipt of his complaint; However, if additional time is needed to respond, Treezor will send a holding reply stating the reasons for the delay. It will keep the Holder informed of the progress of the processing of his complaint. In any event, the Holder will receive a final response no later than thirty-five (35) working days following receipt of his complaint by Treezor.

22. FORCE MAJEURE

The Parties will not be held liable, or deemed to have failed hereunder, for any delay or non-performance, where the cause of the delay or non-performance is related to an event of Force Majeure within the meaning of Article 1218 of the Civil Code.

23. COMMUNICATION

The language used during pre-contractual and contractual relations is French or English. The Holder expressly accepts the use of the French or English languages during the contractual relationship.

Any notice for the purposes of this Framework Agreement must be made (and will be deemed to have been received on the date of receipt) by registered mail with acknowledgement of receipt or by hand delivery to the following address: Treezor SAS Legal Department 41 rue de Prony 75017 Paris

and by email: legal@treezor.com

or through the Site Customer Service whose contact details are indicated in the legal notices.

24. PROTECTION OF FUNDS



Payment services framework agreement - General conditions

The Holder is informed that the funds credited to the Account are protected in accordance with Article L.522-17.I of the Monetary and Financial Code and are held in a segregated account opened under the conditions required by the regulations. They are thus protected against any recourse by other creditors of the Institution, including in the event of enforcement proceedings or insolvency proceedings opened against the Institution.

25. NON-ASSIGNMENT

The Holder may not assign all or part of this Agreement, whether in return for payment or free of charge. In the event of failure to comply with this prohibition, in addition to the immediate termination of this Agreement, the Holder's liability may be incurred.

26. APPLICABLE LAW AND JURISDICTION

The Framework Agreement is subject to French law.

In the absence of an amicable agreement, all disputes relating to the formation, validity, interpretation, execution or breach of the Framework Agreement fall within the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of the registered office of Treezor.

Done in triplicate, by electronic signature

In Paris, on may 2020

The Holder*	The Institution**	The Partner**
Signature: _____	Signature: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by: <i>Lassus Eric</i> 1CB41128A0D1428... </div> _____	Signature: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by:  E5C940C684F44C4... </div> _____

* Signature preceded by the handwritten words of the legal representative: "Valid for agreement"

** Signature preceded by the Company's stamp and the handwritten words of the legal representative: "Valid for agreement"

Payment services framework agreement - General conditions

ANNEXE 1 - GENERAL CONDITIONS (APPLICABLE TO THE SERVICES OFFERED BY THE PARTNER)

^{DS}
LE

ANNEXE 2 - LIST OF SUPPORTING DOCUMENTS TO BE ATTACHED TO THE PAYMENT
ACCOUNT OPENING REQUEST

The prospect, a legal person who wishes to become a Payment Account Holder, transmits the following documents in particular through the Site:

- a description of the business,
- proof of registration in the trade and companies register (K-BIS extract) or equivalent in foreign law less than three months old,
- the company's articles of association, certified by the legal representative,
- a copy of a valid official identity document (e.g.: identity card, driving licence and for non-EU nationals a passport) and the domicile of the legal representative who signed the Framework Agreement,
- the list of natural persons holding more than 25% of the company's capital,

The prospect, a natural person who wishes to become a Payment Account Holder, transmits the following documents in particular through the Site:

- proof of registration in the trade and companies register (K extract) or equivalent in foreign law less than three months old, showing registration in the national trade register or any other body on which the Holder depends on their equivalent in foreign law,
- a copy of a valid official identity document of the Holder (e.g. identity card, driving licence, and for non-EU nationals a passport),
- proof of the signatory's address less than three months old (water, gas, electricity, fixed telephone operator or ADSL or cable TV bill, or proof of payment of taxes less than three months old, or a rent receipt mentioning the full contact details of the lessor).
- the details of a bank or payment account, opened in the name of the Holder in the books of a third party Payment Service Provider, from or to which the first payment will be made or a second identity document.

Payment services framework agreement - General conditions

ANNEXE 3 - PRICE CONDITIONS

	Solo		Teams		
	Solo	Professional	Start	Premium	Corporate
Price per company per month	9.99€	19.99€	24.99€	49.99€	199.00€
Price per company per month (yearly plan)	8.99€	16.99€	20.99€	44.99€	180.00€
Price per company per year	107.88€	203.88€	251.88€	539.88€	2,160.00€
Maximum users	1	1	2	10	Unlimited
Accountant access	—	+	+	+	+
Accounting integrations	—	+	+	+	+
Role and user management	—	+	+	+	+
Multi-Companies	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Banking					
IBAN for global transfers	+	+	+	+	+
Type of card	MasterCard Debit	MasterCard Debit	MasterCard Debit	MasterCard Debit	MasterCard Debit
Plastic Cards included	1	1	2	5	20
Extra Plastic Card	—	6.99€	6.99€	6.99€	6.99€
Monthly fee for extra card	—	4.99€	4.99€	4.99€	4.99€
Virtual Cards included	1	2	2	5	50
Extra Virtual Card	—	—	2.99€	2.99€	Free
Cashback	0.10%	0.25	0.25	0.30%	0.30%
Card payments in Euros	Free	Free	Free	Free	Free
Card payment limits (30-day rolling period)	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Multibanks. Connected banks	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Transactions history	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Free ATM withdrawal per company Extra 1€ (excl. VAT) / withdrawal	0	3	5	10	20
ATM withdrawal limits per company (30-day rolling period)	1,000€	1,000€	1,500€	2,500€	5,000€
Wallets (Accounts)	1	3	5	10	Unlimited
In/out SEPA & DD Transfers (0.20€ per extra transfer)	10	20	30	100	500
Transfer between Finom's users in a few second	Free	Free	Free	Free	Free
SEPA DD Creditor Identifier	49€	49€	49€	49€	Free

Payment services framework agreement - General conditions

Expense management (Reconciliation of invoices and receipts)	+	+	+	+	+
Automatic categorization	+	+	+	+	+
Custom transactions categories and tags	+	+	+	+	+
Bulk payments	—	—	+	+	+
Invoicing					
Invoices	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Incoming e-Invoices	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
Outgoing e-Invoices (per month) <i>*Prices only for invoices created in Finom (not API)</i>	3	Unlimited*	Unlimited*	Unlimited*	Unlimited*
B2B e-Invoices	+	+	+	+	+
B2C e-Invoices	+	+	+	+	+
PA e-Invoices	+	+	+	+	+
Credit Notes	+	+	+	+	+
Invoices status tracking	+	+	+	+	+
Auto-Reminders	+	+	+	+	+
Customisation of invoice templates	—	+	+	+	+
Insurance Perks					
<i>Work in progress ...</i>					
Partner Perks					
<i>Work in progress ...</i>					
Other					
Mobile App (iOS & Android)	+	+	+	+	+
Priority 24/7 support	+	+	+	+	+
Support (SLA <4 hours)	—	+	+	+	+
Full API Access	—	+	+	+	+
99% guaranteed uptime SLA	+	+	+	+	+

ANNEXE 4 - WITHDRAWAL FORM

WITHDRAWAL FORM

Account No. (Iban)

In accordance with Article L.341-16 of the Monetary and Financial Code, I have A period of 14 (fourteen) calendar days as of the day on which the Payment Service Framework Agreement is concluded to exercise my right of withdrawal, free of charge and without giving reasons, following a canvassing operation for the opening of the Payment Account with Treezor. This withdrawal is only valid if it is sent, legibly and fully completed, before the expiry of the above-mentioned period, by registered letter with acknowledgement of receipt to the address available on the Site

I, the undersigned, (corporate officer) of the legal person XX or (SURNAME / First names),
..... declare that I waive the opening of the above-mentioned
Payment Account with TREEZOR.

Done on: Signature:

Payment services framework agreement - General conditions

ANNEXE 5 - POWER OF ATTORNEY

_____, a legal

[company name of the Holder]

entity incorporated in _____

[country of incorporation]

under the trade/registration number _____

and with a place of business

[address]

being the Holder ("HOLDER") of the Payment Account ("PAYMENT ACCOUNT") defined in the "TREEZOR PAYMENT SOLUTIONS, Payment Services Framework Agreement", and represented by

[name of an officer, director, representative legally authorised to represent and bind the HOLDER]

in capacity as _____

[position]

acting by virtue of _____

[articles, charter, Power of Attorney, court's decision]

hereby designates the following "PROXYHOLDER":

Mr/Ms _____

[full legal name as it is written in the passport or eligible ID]

date of birth _____, passport number _____

with a residential address at:

to act on behalf of the HOLDER by giving Payment Orders on the HOLDER's PAYMENT ACCOUNT and undertaking other actions described herein with respect to the Payments Services, all **LIMITED BY the following scope:**

Authorised Action of the PROXYHOLDER	Limits of Authorisation of the PROXYHOLDER <i>put an "X" in the applicable column which indicates "YES"</i>			
Issuance of SEPA Payment Orders	The same as the Holder		Less than the Holder, namely [] EUR per transfer	
Execution of Payment Transactions by transfer, direct debit or Card, debited from the Payment Account	The same as the Holder		Less than the Holder, namely [] EUR per transfer	
Opposition and blocking - challenge of a Payment Transaction	The same as the Holder			
Access to the data of Payment Account	The same as the Holder			

CONDITIONS:

1. All the capitalized words in this Power of Attorney have the same meaning as defined or referred to in the "*TREEZOR PAYMENT SOLUTIONS, Payment Services Framework Agreement*".
2. The HOLDER will keep the PROXYHOLDER properly informed and will cause/ensure the PROXYHOLDER acts according to the HOLDER's duties and obligations arising out of the "*TREEZOR PAYMENT SOLUTIONS, Payment Services Framework Agreement*".
3. The HOLDER is fully responsible and liable for all the actions of the PROXYHOLDER in the execution of its mandate under this Power of Attorney, including all the Payment Transactions initiated on the HOLDER's behalf.
4. This Power of Attorney will take effect only upon receipt by the Institution of the duly completed form and subject to its acceptance by the Institution. It will be notified by any means to the HOLDER.
5. This Power of Attorney ceases automatically upon the death of the HOLDER or the PROXYHOLDER.

Payment services framework agreement - General conditions

6. This Power of Attorney may be revoked at the initiative of the Holder, who informs the PROXYHOLDER and the Institution by registered letter with acknowledgement of receipt or by signing an available online form. The termination takes effect on the date of receipt of the termination by the Institution.
7. The HOLDER expressly releases the Institution from the obligation of professional secrecy with regard to the Payment Account data concerning to the PROXYHOLDER.

Signed in _____, on _____
[place] [date]

On behalf of the HOLDER

Name:

Position:



ANNEXE 6 - GENERAL CONDITIONS OF USE OF THE BUSINESS CARD

General Conditions of Use of the BUSINESS Card concluded between:

TREEZOR, a simplified joint-stock company (SAS), registered with the Nanterre Trade and Companies Register under number 807 465 059, whose registered office is located at 41 rue de Prony, 75017 Nanterre acting as an electronic money institution within the meaning of Article L.525.1 of the Monetary and Financial Code and approved by the French Prudential Supervisory Authority (ACPR), Banque de France, 4 Place de Budapest CS 92459 75336 Paris cedex 09, www.regafi.fr, under number 16798,

(hereinafter referred to as "**Treezor**"), and;

The Cardholder, designated in the Special Conditions, is a natural person authorised by the Holder to use a Business Card in the context of his professional activity associated with the Holder's Card Accounts. The Holder who will provide proof of his relationship with the Cardholder acting for professional purposes upon request,

(hereinafter referred to as the "**Cardholder**"), and:

The HOLDER, designated in the Special Conditions, is a natural or legal person acting for professional purposes who has concluded a Framework Agreement for Payment Services with Treezor,

(hereinafter referred to as the "**Holder**");

Together referred to as the "**Parties**".

The provisions of the Payment Services Framework Agreement are applicable to the General Terms and Conditions of Use of the Card. In addition, capitalized terms have the meaning given to them in the Framework Agreement.

1. PURPOSE OF THE GCU

The purpose of these GCU is to define the conditions of subscription and use of the Card by the Cardholder. The Card is a "Finom Business debit MasterCard".

2. DEFINITIONS

In these GCU, unless the context requires a different interpretation, capitalized terms have the meanings given below:

Acceptor	means the acceptor of a Card Payment Order with an Acceptance Point.
ATM	refers to automatic teller machines
GCU	means these General Conditions of Use of the Card
Issuer	means Treezor acting as issuer of the Card

Card Payment Orders	means the instruction initiated by the Cardholder with his MasterCard to transfer funds to a designated Acceptor.
Acceptance point	means the payment page or the payment terminal enabling a Cardholder to transmit a Card Payment Order to an Acceptor.
Network	means the MasterCard network.

In the absence of a definition, capitalized terms will have the meaning given to them in the Payment Services Framework Agreement concluded between the Holder and Treezor.

3. PAYMENT ACCOUNT AND CARD ACCOUNTS

The Holder has previously entered into a Payment Services Framework Agreement and holds a Payment Account. He wishes to designate one or more Cardholders and undertakes to have each of them accept this agreement.

The Holder transmits the following information and documents relating to the Cardholder via the Site:

- a copy of a valid, legible identity document such as an identity card or passport
- proof of the signatory's address less than three months old (water, gas, electricity, fixed telephone operator or ADSL or cable TV bill, or tax notice, or a rent receipt mentioning the full contact details of the lessor).

The Holder shall give each Cardholder, by means of a power of attorney, pursuant to Article 15 of the Framework Agreement, the authority to give Card Payment Orders on the Card Account.

It is specified that a Cardholder may only have one Card.

The Holder undertakes to fund the Payment Account and the Card Account(s), so that the Cardholder can dispose of the funds, in accordance with the terms agreed between the Holder and the Cardholder, at the latest before Treezor authorises the Card Payment Order. The Holder funds the Payment Account and the Card Account(s) in accordance with the provisions of the Framework Agreement and these GCU.

4. PRICES

For each service, Treezor has provided the Cardholder with the Card under the applicable Price Conditions and the fees are debited from the Payment Account in accordance with the Framework Agreement.

5. CARD ISSUANCE AND ACTIVATION

The Card is issued by Treezor, of which it remains the property, at the Holder's request, to the address indicated by him. It is up to him to deliver the Card to the Cardholder. Treezor may refuse to issue the Card to a Cardholder designated by the Holder. In this case, it informs the Holder of the reasons for its decision at the latter's request, unless prohibited by applicable regulations.

The Cardholder must connect to the Site to be able to activate his Card according to the instructions given to him. Upon activation, the Cardholder is invited to accept these GCU. This acceptance conditions the activation of the Card.

In addition, the Cardholder must have personalised security data in accordance with Article 8 hereof in order to use the Card. The Card will be fully activated on the first ATM withdrawal using the personalised security data.

6. CONDITIONS OF USE

The Card is intended for business purposes and enables Payment Transactions with a business purpose to be carried out, such as the settlement of expenses incurred on behalf of the Holder. The Cardholder undertakes to use the Card or its number exclusively within the framework of the Payment Card Network whose brand is affixed to the Card and to comply with the rules relating to each of the marks affixed to the Card.

The Card is strictly personal, and the Cardholder must sign it upon receipt if there is a space provided for this purpose on the Card's support. It is strictly forbidden for the Cardholder to lend or dispose of the Card. When a signature panel appears on the Card, the absence of a signature on the Card justifies its refusal of acceptance.

The Cardholder is prohibited from affixing adhesive labels or stickers or from making any inscription on the Card other than the signature referred to above. The Cardholder is prohibited from making any functional or physical alteration to the Card that is likely to hinder its operation or that of the electronic payment terminals and devices (the Electronic Equipment), or automatic teller machines (ATMs).

7. PURPOSE OF THE CARD

The Card allows the Cardholder:

- To make cash withdrawals at ATMs of institutions duly authorised to provide payment services displaying one of the Payment Card Network's marks on the Card,
- To pay for purchases of goods or services from shops and service providers equipped with an Acceptance Point displaying one of the Payment Card Network's marks on the Card (the Acceptors),
- To pay remotely, through the possible use of the chip, for purchases of goods or services from Acceptors.

8. PERSONALISED SECURITY DATA

Personalised security data is defined by Treezor and allows the Cardholder to use the Card.

In particular, it consists of a personal code which is communicated to him by separate mail sent by Treezor, personally and only to him, to his home address. The Cardholder may be invited to choose his code, when activating the Card. In all cases, he must take all measures to ensure the security of his Card, the confidential code and more generally any other element constituting the Card's personalised security data. He must therefore keep his code absolutely secret and not communicate it to anyone.

By way of exception, the Holder may communicate it to third-party payment service providers authorised in a Member State of the European Union or in a State party to the European Economic Area, for account information and payment transaction initiation services, within the meaning of Article 4 of European Directive 2015/2366. The Holder must ensure that the payment service provider is authorised for these services and that he enters his personalised security data in a secure environment.

In particular, it must not be written on the Card or on any other document. He must be careful to compose it away from prying eyes. He must use the personalised safety data each time he is instructed to do so by the Acceptance Point, otherwise his liability may be incurred. This code is essential for the use of Electronic Equipment and any remote

payment terminal (such as a secure reader connected to a computer, TV decoder, mobile phone with insertion of the Card, etc.) designed in such a way that no transaction can be carried out without the use of this confidential code. The number of successive attempts to compose the confidential code is limited to three (3) on the Electronic Equipment. On the third unsuccessful attempt, the Cardholder causes the Card to be invalidated and/or, where applicable, captured. When the Cardholder carries out a Card Payment Transaction at a Remote Acceptance Point by entering the confidential code, he must ensure that this terminal is approved by the Network by checking the presence of the MasterCard brand and use it exclusively for the purposes referred to in Article 1 of the Card's GCU. The Cardholder must take all appropriate measures to ensure the security of the personalised security data which, in addition to the confidential code, may be a remote payment terminal in his custody.

9. OTHER PERSONALISED SECURITY DATA

To ensure the security of Card Payment Orders given remotely (e.g. over the Internet) by the Cardholder, he may be asked to communicate, in addition to the usual data related to the remote use of the Card (number, validity date and visual cryptogram on the back of the Card), any other data (e.g. a password or a code which is then different from the one referred to in Article 8) allowing a strong authentication of the Payment Order, which may, if necessary, be communicated by Treezor. The personalised security data related to remote use accepted by Treezor is available on the Site. The Cardholder acknowledges having been informed by Treezor that, for any secure Card Payment Order given remotely from abroad, the sending by Treezor of the security data referred to above may result in the Cardholder paying additional charges to any carrier of said data, in particular to its mobile telephone operator. These costs will remain the responsibility of the Holder, which he hereby accepts.

10. FORM OF CONSENT AND IRREVOCABILITY

The Cardholder and Treezor agree that the Holder gives his consent to carry out a Card Payment Transaction before or after the amount of the Payment Transaction has been determined:

- by typing his confidential code on the keypad of Electronic Equipment, by checking the presence of one of the Payment Card Network brands affixed to the Card,
- by inserting the Card into Electronic Equipment without a keypad for entering the code, confidential by checking the presence of one of the Payment Card Network brands affixed to the Card
- by communicating and/or confirming the personalised security data related to the remote use of the Card,
- by confirming the payment order data communicated via an approved interbank digital wallet.

The Cardholder and Treezor agree that the Cardholder may use the Card for a series of Card Payment Transactions, hereinafter referred to as "recurring and/or instalment payments", with Acceptors for purchases of goods and/or services. The Cardholder gives his consent to the series of Card Payment Transactions by communicating and/or confirming the data relating to the remote use of the Card at the time of the first transaction, where applicable via an approved interbank digital wallet. The Cardholder may withdraw his consent to the execution of a Transaction or series of Transactions in the future at the latest at the end of the Business Day preceding the day scheduled for its execution. The Card Payment Transaction is authorised if the Cardholder has given his consent in one of the forms defined above. From that moment, the Payment Order is irrevocable. However, the Cardholder or the Holder may object to the payment in the event of receivership or compulsory liquidation proceedings against the Acceptor.

11. PROCEDURE FOR USING THE CARD FOR CASH WITHDRAWALS AT ATMS DISPLAYING ONE OF THE BRANDS AFFIXED TO THE CARD

Cash withdrawals at ATMs are possible within the limits of the availability of the ATM. The recorded amounts of these withdrawals and any commissions are immediately debited from the Holder's Card Account without any obligation to indicate the number or name of the Holder of the Card used and results in a debit from the Payment Account.

The Cardholder must, prior to each withdrawal and under his responsibility, ensure that there is a sufficient and available balance on the Card Account on which the Card operates and, where applicable, on the Payment Account with which it is associated. The Holder undertakes to maintain it until the corresponding debit.

The exchange conditions in the event of the Card being used for withdrawing cash in Foreign Currency are governed by Article 13 hereof.

12. PROCEDURE FOR USING THE CARD TO PAY FOR PURCHASES OF GOODS AND SERVICES

The Card is a payment instrument that should only be used to pay for purchases of goods actually delivered and services actually rendered. Card payments are made in accordance with the terms and procedures in force at the Acceptors. In principle, they involve checking the confidential code and, under certain conditions defined by the Payment Card Networks, an authorisation request. When the Acceptor is in a country of the European Economic Area (the member states of the European Union, Iceland, Norway and Liechtenstein), it has the possibility to install a priority selection mechanism on the Electronic Equipment. If the Cardholder does not agree with this choice, he can ask the Acceptor to use another brand or another payment application that is displayed as "accepted" by the Acceptor.

For Card Payment Orders given remotely, the Cardholder may be required to comply with a security procedure for such Payment Orders as referred to in Article 9.

Payments presented for collection by the Acceptor imply a debit of the Card Account, which debits the Payment Account on which the Card operates in accordance with the terms set out in the specific conditions of these GCU and the Framework Agreement. The Card Account on which the Card operates is immediately debited for the amount of the Payment Transactions made using the Card, including in the event of the Holder's death or legal incapacity, incidents affecting the operation of said Account (execution procedure), closure of the Payment Account or withdrawal of the Card by Trezor, a decision which will be notified to the Cardholder and the Holder by simple letter. Disputes concerning these Transactions are dealt with in accordance with the conditions laid down in Article 19.

The Holder must ensure that, on the day on which payments are debited, the Card Account on which the Card operates, or the Payment Account with which it is associated, has a sufficient and available balance that will be transferred to the Acceptor.

The detailed amount of the sums debited from the aforementioned Card Account is shown, with some exceptions, on a statement of Transactions sent after each Transaction via the Partner and results in a debit from the associated Payment Account.

Trezor remains unaffected by any commercial dispute, i.e. other than in relation to the Payment Order, that may arise between the Cardholder and an Acceptor, or between the Cardholder and the Holder. The existence of such a dispute can in no way justify the refusal of the Cardholder or of the Holder to honour Card payments.

A Card Payment Transaction may only be reimbursed by an Acceptor if there has previously been a transaction debited for an amount greater than or equal to the amount of the Card Payment Transaction. This reimbursement must be made with the same Card used for the original transaction.

A Payment Transaction may be carried out in order to obtain "quasi-cash" (casino chips, purchase of foreign currency, etc.) in the places authorised for this purpose.

In some cases, the trader may request that the Cardholder have an Available Balance greater than the value of the Payment Transaction they wish to make. Only the actual and final value of the Payment Transaction will actually be debited from the Card Account and, where applicable, the Payment Account. Acceptors take guarantees and must block funds that will not necessarily be debited from the Card. They include, for example:

- hotels, car rental companies, and
- websites - some Acceptor sites request authorisation on the Card to ensure the availability of funds. This authorisation has a temporary impact on the balance available on the Card Account and, where applicable, on the Payment Account. Many traders only charge the Card when the goods are shipped, so the Holder must ensure that sufficient funds are available at all times to cover these purchases.

The Card must not be used in situations where it is not possible to obtain an online authorisation request that would allow the Card's available balance to be known.

The Card may be used at self-service fuel pumps in France, provided that the available balance on the Card Account and, where applicable, the Payment Account is greater than the amount of the guarantee required to authorise the purchase. The Card can be used to pay at the cash desk.

The exchange conditions in the event of the Card being used to purchase goods and services in Foreign Currency are governed by Article 13 hereof.

13. FOREIGN EXCHANGE AND CURRENCY TRANSACTIONS

The Cardholder has the possibility to make withdrawals or Card Payment Transactions in Foreign Currency. Indeed, the Card is recognised by the Network as a domestic card in Local Currency, provided that sufficient funds are available on the corresponding Card Account denominated in said Currency.

In the event of insufficient funds on the Card Account, if the amount of the Card Payment Transaction is available on the Payment Account, the Transaction will be treated as an international Card Payment Transaction, under the conditions described below.

When the Cardholder uses his Card to make a cash withdrawal or pay for goods or services in a currency not offered by the Institution or when the corresponding Card Account does not have sufficient funds available at the time the Payment Order is transmitted, the Payment Transaction is executed in accordance with the conditions set out below using the funds available in Euros on the Payment Account. The exchange rate that may be applicable is that in force on the date on which the Payment Transaction is processed by the Payment Card Network concerned. The currency conversion is carried out by the centre of the Payment Card Network concerned on the day the Payment Transaction is processed at this centre and at the exchange rate conditions of the Payment Card Network.

The Card Payment Transaction statement contains the following information: amount of the payment transaction in original currency, amount of the payment transaction converted into Euros, amount of commissions, exchange rate applied. The Payment Account statement shows the balance of the Payment Account.

14. RECEPTION AND EXECUTION OF THE PAYMENT ORDER

By agreement, Treezor informs the Partner that the Card Payment Order is received by Treezor at the time it is communicated to it by the Acceptor's Payment Service Provider or by the ATM operator through the clearing or

settlement system of said payment order. When the Card Payment Order is executed within the European Economic Area Treezor has, from the moment of receipt, a period of one (1) working day to transmit the funds to the Acceptor's Payment Service Provider. With regard to withdrawals, Treezor informs the Cardholder that the withdrawal order is executed immediately by making the cash available to the Cardholder.

15. TREEZOR'S LIABILITY

When the Cardholder denies having given his consent to carry out a Card Payment Transaction, it is up to Treezor to provide proof that the Transaction has been authenticated, duly recorded and accounted for in accordance with the state of the art (in accordance with existing scientific and technical knowledge), and that it has not been affected by a technical defect. This proof of the use of the Card and of the personalised security data may be provided by any means, in particular by means of recordings of the Acceptance Points or their reproduction on a computer medium. Treezor can use these records as justification for charging them to the Card Account on which the Card operates.

Treezor is liable for direct losses incurred by the Holder and the Cardholder due to a technical deficiency in the Network over which Treezor has direct control. However, Treezor is not liable for any loss due to a technical defect in the Network if this is reported to the Cardholder by a message on the Acceptance Point or in any other visible way.

16. PARTIES' LIABILITY

The Cardholder must take all measures to safeguard his Card and preserve the personalised security data attached to it, in particular his confidential code. He must use it in accordance with the purposes specified in Article 1. The Holder assumes the consequences of the use of the Card as long as he has not requested an opposition under the conditions set out in the Framework Agreement.

Unauthorised Card Payment Transactions due to counterfeiting of the Card or unauthorised use of the data linked to its use are the responsibility of Treezor, except in the cases provided for in Article 21 "Guarantee" or in the event of fraud by the Holder. Unauthorised transactions carried out after the opposition request are borne by Treezor.

17. TERM AND TERMINATION

The GCU are concluded for an indefinite period. They may be terminated at any time by registered letter with acknowledgement of receipt by the Holder, the Cardholder or by Treezor. Termination by the Holder or by the Cardholder takes effect thirty (30) days after the date of sending his notification to Treezor. Termination by Treezor takes effect two months after the date of sending its notification to the Holder or to the Cardholder. If the Holder's Payment Account is closed, the GCU will be automatically terminated without notice. The Holder undertakes to return the Card on the effective date of termination. He undertakes to comply and ensure that the Cardholder complies with all contractual obligations imposed on them under the GCU until the aforementioned date. As from the effective date of termination, the Cardholder is no longer entitled to use the Card and Treezor may take all necessary measures to ensure this.

18. PERIOD OF VALIDITY OF THE CARD - RENEWAL - WITHDRAWAL AND RETURN OF THE CARD

The Card has a validity period, the expiry date of which is indicated on the Card itself. The expiry date of the Card responds in particular to technical and security requirements and has no impact on the indefinite duration of the GCU.

On the expiry date, the Card is subject to automatic renewal unless the GCU have been terminated under the conditions provided for herein. In addition to cases of blocking resulting from the management of the Payment Account and Card Accounts on which the Card operates, Treezor may block the Card for security reasons or in the event of presumed unauthorised or fraudulent Transactions, or in the event of a significantly increased or proven risk that the Holder is unable to fulfil his payment obligation. This blocking decision is reasoned and notified to the Cardholder in all cases. In such cases, Treezor may withdraw the Card or have the Card withdrawn by an Acceptor or by an institution duly authorised to provide payment services. The closing of the Payment Account on which a Card operates entails the closing of the associated Card Accounts and the obligation to return the associated Card(s). The final closing of the Payment Account can only take place at the earliest one (1) month after the return of the Card(s).

19. DISPUTES OVER TRANSACTIONS

The Cardholder may dispute a transaction by presenting the ticket issued by the Electronic Equipment or a receipt for the Card Payment Order, as quickly as possible and within a maximum period of one (1) month from the date of the debit of the Card Account on which the Card of the disputed Payment Order operates.

Disputes concerning the price of goods or services purchased are not admissible with Treezor. Only those relating to the absence or improper execution of a Payment Order given by the Cardholder to Treezor are covered by this Article.

By way of derogation, the Holder is entitled to reimbursement of an authorised Payment Transaction if the authorisation given did not indicate the exact amount of the Payment Transaction and if the amount of said Transaction exceeds the amount that the Cardholder or the Holder could reasonably expect. In this case, Treezor may ask the Cardholder to provide all the information relating to the reimbursement requested. The request for reimbursement must be submitted before the expiry of a period of eight (8) weeks from the date of debit of the Card Account on which the Card of the Payment Order that is the subject of the request for reimbursement operates.

Treezor has ten (10) business days from receipt of the request for reimbursement to perform the reimbursement or to justify its refusal to do so. Treezor, the Holder and the Cardholder agree to take the utmost care in informing each other of the conditions of execution of the Payment Transaction. Where appropriate, and in particular in the event of fraud or suspected fraud committed by an identified or unidentified third party, Treezor may ask for a receipt or copy of the complaint filed.

The Holder may raise a dispute with Treezor if, when withdrawing cash, the Cardholder has not received the full amount requested. The dispute must be submitted before the expiry of a period of eight (8) weeks from the debit of the Payment Transaction. The amount of the refund is then equal to the amount not received. It is up to the Holder to prove the non-receipt of funds.

20. REPAYMENT OF UNAUTHORISED OR INCORRECTLY EXECUTED TRANSACTIONS

The Holder is reimbursed:

- the amount of debits disputed in good faith by him in the event of fraudulent use or misappropriation of the Card or related data, for Transactions that occurred prior to the opposition request in accordance with this Agreement,
- the amount of all debits disputed in good faith by him for transactions occurring after the opposition request in accordance with this Agreement, so that the Card Account and, where applicable, the Payment Account debited is restored to the situation it would have been in if the disputed amounts had not been debited,
- the amount of all debits corresponding to incorrectly executed transactions.

21. GUARANTEE

Treezor undertakes to exchange a Card declared defective at any time. The defective product must be returned to Treezor in the same condition by registered mail with acknowledgement of receipt (these postage costs will be reimbursed to the Holder to his reserve of funds if the product is found to be defective after verification by its services). The Card wrongly declared defective will be returned to the Cardholder, resulting in management fees for the Holder which will be deducted from his reserve of funds. In any event, the Holder benefits from the legal guarantees of conformity and against hidden defects, in accordance with Articles L. 211-4 *et seq.* of the Consumer Code on the one hand, and Article 1641 of the Civil Code on the other hand.

The guarantee does not cover:

- Abnormal or non-conforming use of the Card in relation to its intended purpose and the user documentation and this Agreement;
- Defects and their consequences related to improper use;
- Defects and their consequences related to any external cause;
- Negligence in the conservation of the Card (prolonged exposure to sunlight, exposure to water or high humidity, repeated contact with metal objects such as keys, etc.) or maintenance of the security of his confidential code.

22. SANCTIONS

Any false declaration is liable to the sanctions provided by law. Any false declaration or misuse of the Card may also result in the termination of this Agreement. All costs and actual expenses incurred for the forced recovery of Transactions are borne jointly and severally by the Cardholder and the Holder. The amount of Card Payment Transactions which could not be debited from the Card Account and, where applicable, from the Payment Account on which the Card operates, will be increased by interest at the legal rate from the value date and without prior notice.

Done in two copies, in Paris

ANNEXE 7 - SELF-CERTIFICATION FORM FOR LEGAL PERSONS AND OTHER ENTITIES

I. Identification of the customer

Company name:

Legal form:

Address of the registered office:

SIREN No.:

II. Tax residence of the legal entity

Please indicate below the country of location of the principal place of business or the effective place of management of the customer entity, in full, including France if applicable, as well as its Tax Identification Number:

Country of tax residence	Tax Identification Number ¹

III. Declaration

The customer certifies the accuracy and completeness of the information given above, through his own statements and under his responsibility, and undertakes to immediately inform the Institution of any change in his circumstances requiring the update of this declaration.

The establishment of a certificate containing materially inaccurate facts, the falsification of an originally accurate certificate or the use of a certificate which is inaccurate or falsified is punishable in accordance with Article 441-7 of the Penal Code by one year's imprisonment and a fine of 15,000 €. The penalties are increased to three years' imprisonment and a fine of 45,000 € when the offence is committed in order to prejudice the Public Treasury or the property of others.

Done in _____, on

Legal or authorised representative:

Surname:

First name:

Function within the customer entity:

Signature:

¹ Or indicate Non-Applicable (NA) in the absence of a TIN issued by the authorities of the country of residence for tax purposes.