

CONTRACT

LEMON WAY
-
FUTURO 4.0

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Framework Agreement for IT services in SaaS mode

Between

LEMON WAY, a French simplified joint-stock company (*société par actions simplifiée*), which registered office is located at 8, rue du Sentier - 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915 (“**Lemon Way**”), represented by Martin-Pierre Gaultier, acting in his capacity as Chief Commercial Officer, duly authorised to sign this Agreement,

and

Futuro 4.0, an Italian company, which registered office is located at via Amendola 172, Bari (Italy), and registered under number 08385630721 (the “**Partner**”), represented by Giuseppe Depascale, acting in his/her capacity as CEO/President, duly authorised to sign this Agreement,

Referred to individually as a “**Party**” and collectively as the “**Parties**”.

THE UNDERSIGNED PARTIES RECITE AS FOLLOWS:

Lemon Way provides Payment Services within the meaning of article L. 314-1 of the French Monetary and Financial Code as a payment institution within the meaning of article L. 522-1 of the French Monetary and Financial Code, approved by the French Prudential Supervisory and Resolution Authority (ACPR) on 24 December 2012 with Interbank Code CIB 16568. This information may be verified at any time by typing “Lemon Way” on the website <https://www.regafi.fr>.

For its part, the Partner publishes a Website which allows payers and beneficiaries to connect with each other online, accessible at the following address:

- www.futuro40.it

The two Parties have come together and agreed on the merits of establishing a commercial partnership with a view to providing (i) IT services in SaaS mode to the Partner and (ii) Payment Services to users of the Partner Site.

This Framework Agreement for IT services in SaaS mode rules the relationship between Lemon Way and the Partner, whereas the Framework Agreement for Payment Services provided in Appendix 9 of this Agreement (which shall be accepted by all the Accounts Holders) defines the terms and conditions of the relationship between Lemon Way and each Account Holder.

NOW, THEREFORE, IT HAS BEEN AGREED AS FOLLOWS

1. OBJECT

The purpose of this Agreement is to establish the terms and conditions applicable to the provision by Lemon Way of SaaS Services to the Partner and the terms and conditions for the marketing and execution of the Payment Services, in consideration of the payment of a fee provided for in Appendix 1 of this Agreement.

2. DEFINITIONS

In this Agreement, the terms listed hereafter shall have the following meaning:

“3D Secure” means the “Three-Domain Secure” security protocol developed by Visa International Inc. (“Visa”), referred to as “Verified by Visa”, and by MasterCard International Inc. (“Master Card”), referred to as “MasterCard Secure Code”, allowing strong authentication of the payer.

“Chargeback” means a transaction reimbursed to the holder of the payment method debited, following a dispute with the issuing bank.

“Agreement” means the current Framework Agreement for IT Services in SaaS mode.

“Framework Agreement for Payment Services” means the agreement accepted by the Payment Account Holder to proceed with opening his Payment Account.

“Payment Account” means a payment account, within the meaning of articles L. 314-1 and L.522-4 of the French Monetary and Financial Code, opened in the books of Lemon Way to debit and credit the Payment Transactions, the fees due by the Account Holder and any reversal in connection with its Transactions and to clear these amounts on the date of their recording for the purpose of showing a net balance.

“SC Account” means a Payment Account opened by Lemon Way in the Partner’s name (“SC” stands for “société”, i.e. “company”) on which Lemon Way:

- (i) pays the commissions owed to the Partner by the Account Holders and collected by Lemon Way on the amount of the transactions; and
- (ii) collects fees and expenses of any kind payable by the Partner to Lemon Way under the Agreement.

“Environment” refers to Lemon Way’s hosted and secured infrastructure accessible in SaaS mode and whose function is to manage Payment Accounts.

“Business Day” means any calendar day except Saturdays, Sundays and public holidays in France.

“Payment Transaction” means an action to pay, transfer or withdraw funds, regardless of any underlying obligation between the payer and the recipient, initiated by the payer, or on its behalf,

or by the recipient in accordance with the provisions of article L. 133-3 of the French Monetary and Financial Code.

“Payment Page” means a payment interface hosted by Lemon Way’s Payment Services provider where the payer is redirected from the Partner’s Website in order to perform a credit card Payment Transaction.

“Acceptance Network Rules” means the rules defined by the Acceptance Networks on the conditions of use of the means of payment and which the Partner must comply with in order to continue his contractual relationship with Lemon Way.

“Request For Information (RFI)” means a request for information sent by the purchaser bank or an Acceptance Network to obtain information regarding a past transaction.

“Acceptance Networks” means the networks offering and regulating the methods of payment provided by Lemon Way to the Partner.

“Rolling Reserve” means a security deposit intended to secure financial transactions against any effect related to a default in payment and/or cancellation following a dispute.

“Services” means the services provided by Lemon Way to the Partner, consisting of providing the Environment and all services related to the provision of Payment Services.

“Payment Services” means the execution of Payment Transactions associated with a Payment Account, such as direct debits, including authorised direct debits, transfers including standing orders and the acquisition of Payment Transactions within the meaning of article L. 314-1 of the French Monetary and Financial Code.

Payment Services user funds collected by payment institutions for the purpose of providing Payment Services shall not constitute repayable funds from the public within the meaning of article L. 312-2, nor funds representative of the electronic money.

“Partner Website or Site” means the site and/or application used by the Partner to enable people to perform Payment Transactions.

“Account Holder” means any natural person or legal entity who holds a Payment Account within the meaning of article L. 314-1 of the French Monetary and Financial Code, opened in Lemon Way’s books.

All undefined terms will be deemed to have the meaning ascribed to them in the accompanying Framework Agreement for Payment Services.

3. CONTRACTUAL DOCUMENTS

The Agreement constitutes the entirety of the commitments that exist between the Parties. It replaces and supersedes any previous oral or written commitment relating to the object of the Agreement.

The Agreement consists of the following documents:

- Framework Agreement for IT services in SaaS mode;
- Pricing and options (Appendix 1);
- Expected volumes for the Partner's Payment Transactions (Appendix 2);
- List of activities prohibited by Lemon Way (Appendix 3);
- Typology and list of documents required for opening a Payment Account (Appendix 4);
- Payment agent mandate (Appendix 5);
- Data protection agreement (Appendix 6);
- Default configuration (Appendix 7);
- Partner and ultimate beneficiary owner identification (Appendix 8);
- Framework Agreement for Payment Services to be entered into between Lemon Way and each Account Holder (Appendix 9).

4. DESCRIPTION OF THE TECHNICAL SERVICES PROVIDED TO THE PARTNER

4.1. Integration of the Services - Testing phase

Initialisation of the Services shall commence at a date to be agreed between the Parties, following a prior analysis performed by both Parties on the basis of a test Environment (sandbox). The purpose of this prior analysis is to ensure that the Environment is compatible with the Partner's information system.

To this end, the Partner undertakes to cooperate fully with Lemon Way in order to follow the integration schedule defined at the signing of the Agreement, including specific training on use of the Services. In case of non-compliance with the integration schedule by the Partner, the timelines may be longer.

Lemon Way informs the Partner that it remains solely responsible for the conformity of its equipment and its information system to ensure compatibility with the Services offered by Lemon Way.

Regarding credit card payments, Lemon Way works with several Payment Services providers that will be presented to the Partner when integrating the Services.

The Partner may refuse testing of integration of the Services, accept it with reservation or without reservation. In the absence of written notification by the Partner within ten (10) days of the provision of the Environment, the latter is deemed to have accepted the testing without reservation.

In case of refusal of the testing duly notified within the deadlines, Lemon Way can be held liable only in case of fault attributable to Lemon Way.

4.2. Providing a dedicated Environment

Lemon Way provides the Partner with a dedicated and isolated Environment. This Environment is accessible through the Internet via a secure SSL (https) connection that guarantees the security and integrity of the data transiting through it.

Lemon Way provides a set of dedicated URLs allowing the Partner to fully manage his Environment. The Partner undertakes to ensure that only authorised employees access the Environment using the access procedures defined by Lemon Way, its username and password.

The Partner is responsible for the use made of the login information and the password. Management of the authorisations for access to the Environment is the sole responsibility of the Partner. In case of ID theft, the Partner should contact Lemon Way immediately.

In addition, the Partner must not neglect his obligation to secure his internet access. Lemon Way grants the Partner a right to use the Environment and Services for the duration of this Agreement.

4.3. Services offered

Lemon Way agrees to provide the following Services to the Partner, which the latter accepts:

- A right of access to a management interface (Dashboard);
- A right to use the Services in order to allow Internet users put in contact through the Partner Site to open a Lemon Way Payment Account for settling Payment Transactions;
- Maintenance services for the Environment;
- Technical support services for the Environment;
- A technical payment kit accessible on the internet and mobile internet that the Partner makes available to Account Holders through the Partner Website;
- Web services with a set of functionalities that allow:
 - Opening a Payment Account, exchanging information and documents between Lemon Way and the Partner Site;
 - Providing the Payment Account information to the Account Holders and the transaction history;
 - Online funding of Payment Accounts by credit card, bank transfer, withdrawal by the Account Holders, and the transfer of funds by transfer to an external account or another Payment Account;
- Through its secure platform for payment by credit card, Lemon Way offers the option of “Card Tokenization” which allows offering Account Holders:
 - One-Click Payment, provided that the payer expressly agrees to it and his card is still valid;
 - The possibility to make recurring payments “rebill” for staggered payments subject to receiving the Account Holder’s consent, and the possibility for the Account Holder to cancel the staggered payments at any time by following a procedure that is duly explained on the Partner’s Website.

The module for consulting all Payment Accounts by the Partner consists of a computer library and allows viewing the Account Holders’ payment flows via an API. Two technological Environments are available to the Partner: a test Environment, which is used prior to putting into operation and a production Environment. When the production Environment is put into operation, all Payment Transactions made with real credit cards are billed, even if they are test Transactions.



In the event of termination by the partner banks of distance sales contracts, or in the event of migration to a payment services provider other than Lemon Way, it is not possible to recover any bank information stored in the systems of the partner banks (e.g. credit card numbers recorded for tokenisation by the technical provider).

5. AVAILABILITY OF THE ENVIRONMENT

5.1. Availability

The Environment is made available by the Lemon Way web host 24 hours a day and 7 days a week, with a 99.5% availability rate and a guaranteed Environment recovery rate of four (4) hours. The host has PCI-DSS certification.

In the event that this availability rate is less than 99.5% during a month of use, Lemon Way agrees to compensate the Partner on the following basis (calculation based on the month in which the downtime is established).

Number of downtime hours per month	Compensation
Between 4 and 6 hours of downtime	3% reduction in commissions applied by Lemon Way to the Partner on a monthly basis
Between 6 and 10 hours of downtime	6% reduction in commissions applied by Lemon Way to the Partner on a monthly basis
Between 10 and 14 hours of downtime	9% reduction in commissions applied by Lemon Way to the Partner on a monthly basis
Between 14 and 18 hours of downtime	12% reduction in commissions applied by Lemon Way to the Partner on a monthly basis
After 18 hours of downtime (except in cases of <i>force majeure</i> defined in article 17)	20% reduction in commissions applied by Lemon Way to the Partner on a monthly basis

The availability of the Services provided by Lemon Way can be monitored on the following page of Lemon Way's website: <https://status.lemonway.com/>

The previous compensations shall be remitted to the Partner in the form of credit. The penalties shall be capped according to the number of hours of downtime and payable at thirty (30) days following the month of the occurrence of the downtime.

5.2. Maintenance services

Lemon Way undertakes to ensure that the Environment is maintained outside working hours (corresponding to the technical support hours mentioned below).

The availability rate defined in article 5.1 does not include the scheduled maintenance periods. Scheduled maintenance means an operation performed by Lemon Way on the Environment which causes a downtime of the Environment after the Partner has been notified in advance at

least five (5) days before the scheduled maintenance. Scheduled maintenance cannot exceed five (5) hours, except in the case of major maintenance.

5.3. Technical support

Lemon Way provides the Partner with a technical support service which may be contacted as given below: support@lemonway.com / +33 1 76 44 04 60.

Technical support is available on Business Days from Monday to Friday from 9:00 to 18:00. The Partner can contact the support staff who will be the contact for the Partner for managing technical incidents.

6. PAYMENT SERVICES PROVIDED TO THE ACCOUNT HOLDERS

6.1. Opening a Payment Account

Lemon Way provides Payment Services to Account Holders under the terms set out in the Framework Agreement for Payment Services, appended to this Agreement.

Any potential user of the Payment Services provided by Lemon Way may send a request to open a Payment Account via its customer area on the Partner's Website. This request to open a Payment Account is subject to a "Know Your Customer" (KYC) check by Lemon Way and must meet the conditions of article 21 of this Agreement.

Lemon Way may, at any time and at its discretion, refuse to open a Payment Account for a potential user without this decision giving rise to damages payable in favour of the potential user or the Partner.

Lemon Way reminds the Partner that only certain types of customers are intended to open a Payment Account. Said types of customers are specified in Appendix 4 of this Agreement.

6.2. Management of Payment Accounts

Payment Accounts are managed in the Euro (EUR), British pound (GBP) currencies or in other foreign currencies according to the currencies offered by Lemon Way.

Lemon Way performs the management and execution of the Payment Transactions on behalf of the Account Holders, in accordance with the Framework Agreement for Payment Services, and will, in particular, hold in a segregated account their unused funds at the end of the Business Day following the day in which they were received by Lemon Way, in accordance with the provisions of article L. 522-17 of the French Monetary and Financial Code.

Lemon Way performs the collection of funds for the Account Holders using different methods of payment whose terms of use are described in article 7 of this Agreement.

In order to limit the risks related to anti-money laundering and combating the financing of terrorism ("AML-CFT"), the Payment Transactions made on the Payment Accounts are subject to the default thresholds provided in Appendix 7 of the Agreement. These thresholds can be increased upon a reasoned request from the Partner and after approval by Lemon Way's compliance team.

No Payment Account can reflect a debt. Lemon Way executes the Payment Transactions only if funds are available.

7. MANAGEMENT OF FINANCIAL FLOWS - USE OF THE PAYMENT METHODS

The means of payment listed below and any related payment events are subject to the pricing provided in Appendix 1 of this Agreement.

7.1. Inward flows

7.1.1 Credit card

Lemon Way handles the acquiring of Payment Transactions which allows:

- a payer - on the basis of his instruction, and without creating a Payment Account in his name - to make a payment order consisting of crediting a recipient's Payment Account by a Transaction or series of Payment Transactions by bank card; or
- an Account Holder to credit his Payment Account by credit card in order to transfer the funds to the recipient's Payment Account.

In terms of payment security, Lemon Way is subject to the guidelines of the European Banking Authority, Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015, on payment services in the internal market, and to Commission Delegated Regulation (EU) 2018/389 of 27 November 2017, supplementing Directive (EU) 2015/2366 of the European Parliament and of the Council with regulatory technical standards on strong client authentication and common, open and secure communication standards.

Thus, Lemon Way applies strong authentication (3D Secure or any other technical standard in force) for all credit card Payment Transactions carried out and payable to the recipient's Payment Account.

Exceptions may be applicable depending on the nature of the Transaction, the level of risk of the Transaction, the amount, the frequency and the method used to execute the Payment Transaction.

In case of tokenization of a bank card, Lemon Way may refuse registration of the credit or debit card or cancel this safeguard at any time for security reasons or at the request of its Payment Services provider.

Lemon Way reminds the Partner that it is subject to the credit card Acceptance Networks Rules and that the Payment Transactions made through its Website must comply with these rules without any reservations. Failure to comply with these rules shall cause Lemon Way to be liable for penalties that will be charged to the Partner as applicable.



7.1.2 Transfer order

Lemon Way carries the acquisition of Payment Transactions which allows:

- crediting a recipient's Payment Account - by transfer order, on the basis of a payer's instruction - with a Transaction or a series of Transactions from the payer's Payment Account or without creating a Payment Account; or
- an Account Holder to credit his Payment Account by transfer order.

The transfer order is made through different channels depending on the geographic area, the currency and the credit institution used by Lemon Way to collect the funds.

The acquisition is carried out on the condition of compliance with the procedure for reconciling the flows transmitted by Lemon Way at the time of integrating the Services (matching code and name).

In case of non-compliance with the aforementioned procedure, Lemon Way hereby informs the Partner that the processing time may be longer or result in a return to the issuer of the transfer.

7.1.3 Cheques

Lemon Way handles the acquiring of Payment Transactions which allows:

- crediting a recipient's Payment Account - by cheque, on the basis of a payer's instruction - with a Transaction or a series of Transactions from the payer's Payment Account or without creating a Payment Account; or
- an Account Holder to credit his Payment Account by cheque.

Lemon Way shall proceed to cash the cheques provided the following criteria are met:

- the cheque must be issued by a French bank;
- the cheque must be payable to the order of Lemon Way;
- the cheque must contain the recipient's Payment Account ID and the Partner's name.

In case of non-compliance with the cashing procedure, the processing time may be longer or may impede the cashing of the cheque.

7.1.4 SEPA direct debit

Lemon Way handles the acquiring of Payment Transactions which allows:

- debiting a payer's Payment Account or bank account, when a Payment Transaction is initiated by the recipient on the basis of the consent given by the payer to the recipient;
- an Account Holder to credit his Payment Account by direct debit.

Lemon Way carries out the acquisition of Payment Transactions by SEPA Core and B2B Direct Debit. This acceptance is contingent on the payer or the Account Holder signing a SEPA Direct Debit Mandate.

In case of objection of a direct debit mandate by the payer, Lemon Way hereby informs the Partner that no Payment Transaction can be executed.

7.1.5 Other digital means of payment

Lemon Way hereby informs the Partner that other digital payment methods are available only on request. Specific conditions apply depending on the payment method chosen.

7.2. Outward flows

Lemon Way executes the outgoing transfer orders initiated by the Account Holders for bank accounts designated by them and opened in the books of an authorised credit institution. The transfers shall be executed by Lemon Way, in accordance with the provisions of the Framework Agreement for Payment Services, at the initiative of the Account Holder or a person having a power of attorney to that effect and of which Lemon Way is duly notified.

Lemon Way hereby informs the Partner that the transfer orders are executed via domestic payment channels for eligible flows, or via international payment channels if necessary.

The Transfer Orders are transmitted to the interbank systems by Lemon Way on a daily basis (on Business Days), by standard batch file delivery. Lemon Way is in no way responsible for the registration deadlines for the transfer to the funds' receiving account, which depend on the Step2 (European credit transfer system), Core (French system) and other international systems' interbank exchanges. Lemon Way hereby informs the Partner that the Account Holder is responsible for providing up-to-date bank details for the purpose of recording these details on his Payment Account.

8. MANAGEMENT OF THE ENVIRONMENT DEDICATED TO THE PARTNER

8.1. Rolling Reserve

A Rolling Reserve is applied to the Partner's SC Account under the conditions defined in Appendix 1 of this Agreement.

Lemon Way reserves the right to establish this Rolling Reserve according to the risk assessment of the Partner's activity. This assessment focuses on the Chargebacks and fraud rates over a period of up to six (6) months.

8.2 Management of Chargebacks

The Partner shall take responsibility for (i) the amount of all the Chargebacks and (ii) the Chargebacks fees provided in Appendix 1 to the Agreement due to Chargebacks generated by Payment Transactions in its Environment and may charge them to the Account Holders. In this case, the Partner shall give Lemon Way the necessary instructions.

It is specified that the Partner must comply for the duration of the Agreement with the following quarterly Chargeback rate: 0.1%. The Partner must respect this quarterly rate of 0.1% on all Payment Transactions made by credit cards.

This Chargeback rate does not apply to payment methods which may generate Chargebacks, other than credit cards (e.g. SEPA direct debit). Nonetheless, the Partner undertakes to limit as much as possible the Chargeback rate which derives from these other payment methods.

The overall Chargeback rate for each type of Transaction is calculated as the total value of unauthorised or fraudulent remote Transactions, the funds for which were recovered or not recovered, divided by the total value of all remote Transactions for the same type of Transaction, authenticated by strong client authentication or executed under a waiver, on a rolling quarterly basis (90 days).

Failure by the Partner to comply with (i) the aforementioned rate for Payment Transactions by credit cards or (ii) a reasonable rate for the other payment methods may result in an allocation of the amount of all fees passed on by third parties (banking, payment, Visa/CB/MasterCard organisations) to the Partner, a freezing of the funds in its Environment in case of proven fraud, and an increase in the percentage of the Rolling Reserve according to the risk assessment.

Lemon Way provides the Partner with a tool included in the Dashboard to enable keeping track of the above rate and taking the necessary measures.

9. THE PARTNER'S OBLIGATIONS

9.1. Communication by the Partner

On the main page of the Partner's Website, on the footer, shall appear: (i) the Lemon Way logo with a link to the website <http://www.lemonway.com> and (ii) the following statement: "Partner of Lemon Way, a payment institution approved by the ACPR in France on 24 December 2012 under the number 16568", with a link from "Lemon Way" to <http://www.lemonway.com>. The Lemon Way logo must also appear on the Payment Page of the Partner's Website and in the registration or payment confirmation e-mail sent to the Account Holders, with the following type of statement: "Your transaction has been processed. On your bank account statement, you will see the words "Lemon Way" in the details of your debit or credit card Payment Transactions."

The use of the Banque de France logo, or any logo of approval featuring the Banque de France logo, is prohibited.

The Framework Agreement for Payment Services appended to this Agreement shall be posted on the Partner's Website, in a clearly visible manner, with the rates in force on the same page. The Partner must update the online version upon receipt of the last update by Lemon Way. The Account Holder's acceptance of the Framework Agreement for Payment Services must be given expressly. Said acceptance entails the opening of a Payment Account.

The Account Holder is informed on the Website by the Partner that he may close this Account at any time by following the procedure described in the Framework Agreement for Payment Services.

9.2. Claims management

According to ACPR recommendation 2015-R-03 of 26 February 2015, a claims page must exist on the Partner's Website, and a link to the Lemon Way's claims page must be provided: <https://www.lemonway.com/claim>. In addition, the Partner must provide a referral on the Website to the mediation services of AFEPAME.



9.3. Security of the payment methods

In accordance with the guidelines GL/2014/12 of the European Banking Authority, Lemon Way reminds the Partner that it manages the relationship with the Holder of the Payment Account opened in Lemon Way's books. As a result, customers who use Payment Services do not have direct access to the Lemon Way information system and must use the interfaces made available by the Partner to view their Transactions or initiate Payment Transactions. In this context, a security obligation rests on the Partner, particularly on the establishment of measures to ensure the security of the payment methods used by the Account Holder (authentication when the Account Holder connects to his client area, disconnecting inactive communication sessions, securing data against the risk of theft of sensitive payment data, etc.).

Lemon Way reminds the Partner that it has a duty to raise awareness of Payment Account Holders on the security rules applicable to the use of payment methods.

10. DECLARATION

On the date of signing this Agreement and for the entire term hereof, each Party hereby acknowledges:

- That it is lawfully established and carries out its activities in accordance with the laws, decrees, regulations and articles of association (or other founding documents) applicable to it;
- That it has all power and ability to enter into the Agreement and any related transaction and that the Agreement has been validly authorised by its governing bodies or by any other competent body;
- That the conclusion and performance of the Agreement and any related transaction do not contravene any provision of the laws, decrees, regulations and articles of association (or other founding documents) applicable to it;
- That the information and documents it provides or will provide to the other Party are accurate, complete and up-to-date;
- That all permits, licences, authorisations and registration necessary for the conclusion and performance of the Agreement and any related transactions have been obtained and remain valid;
- That the Agreement and the transactions concluded hereunder constitute a set of rights and obligations that are legally binding in all their provisions;
- That, within the framework of the legal and regulatory provisions which are applicable to it, as appropriate, it has the knowledge and the experience necessary to evaluate the advantages and the risks incurred under the Agreement;
- That it subscribed to an insurance with a reputedly solvent company, covering the consequences of its professional liability pursuant to the performance of the Agreement;
- That, to its knowledge, there is no action or arbitral or judicial proceedings, administrative or other measure against it which could result in manifest and substantial damage to its business, its assets and its financial situation or that could affect the validity or proper performance of the Agreement.

11. LEMON WAY FEE STRUCTURE

11.1. Lemon Way Fee Structure for the Services

The remuneration due by the Partner to Lemon Way in consideration for the provision of the Services is defined in Appendix 1.

The fees listed in Appendix 1 are exclusive of tax. On the date of establishing the Agreement, the credit card or payment card rates are not subject to VAT. On the date of establishing the Agreement, the other rates are subject to VAT.

The monthly management fees are billed for a full month. The fees corresponding to the entire month will be billed, regardless of the effective termination date of the Agreement.

The invoices are payable by the Partner on-the-spot and are debited from its SC Account. They are deemed net and without any discount. The Partner undertakes to maintain a sufficient provision on its SC Account.

11.2. Availability of the invoices

The invoices are available in the area dedicated to the Partner on the Environment and are emailed to the Partner each month. As such, the Partner shall communicate to Lemon Way a dedicated contact person for billing in order to respond to Lemon Way's requests for payment of an invoice.

11.3. Payment default and dispute

In the event of total or partial non-payment of the sums due on-the-spot, Lemon Way shall apply late payment penalties at a rate equal to three (3) times the legal interest rate (as defined in article L. 313-2 of the French Monetary and Financial Code).

Any complaint or dispute about the amount of an invoice or the nature of the services described in an invoice must be presented by registered letter with acknowledgment of receipt sent to Lemon Way within sixty (60) days from the date of issue of the invoice. After this period, no claim or dispute will be admissible.

11.4. Modification of the fees

The fees in Appendix 1 are granted to the Partner mainly on the basis of the expected volumes provided in Appendix 2. These fees may be modified annually by Lemon Way, in particular if the expected volumes provided in Appendix 2 are not reached, subject to notifying the Partner by any means at least two (2) months in advance. The Partner is in charge of notifying the Account Holders of this change if it has a consequence for the Account Holders. Failing notification, the Partner shall bear all the consequences and any claims presented by the Account Holders.

If the detected quarterly Chargeback rate for credit cards Transactions exceeds 0.3% in volume, Lemon Way can modify the rates immediately by simple notification or terminate this Agreement, in accordance with article 14, on account of gross negligence. For other payment

methods (SEPA Direct Debit, etc.) Lemon Way can terminate this Agreement if the Partner did not take reasonable measures to limit as much as possible the quarterly Chargeback rate.

12. PROCESSING OF PERSONAL DATA

In the context of the execution of this Agreement and the operation of the Partner's platform, the Parties acknowledge that they will both be required to collect and/or process personal data of the users of the Partner's platform:

- The Partner directly, within the framework of the general use of the Partner's platform, in particular during the management of the user's account;
- Lemon Way indirectly via the Partner's platform, for the purposes described in Appendix 6 (Data protection agreement).

Each Party shall respect the commitments provided for in this article, as well as in Appendix 6 of this Agreement and shall ensure that its permanent or temporary staff, its group and each of its sub-processors respect these terms.

13. CONFIDENTIALITY

13.1. Definition

The Parties undertake to treat as confidential any and all information and documents relating to the other Party to which they may have had access during the execution of the Agreement and the precontractual period (the "**Confidential Information**").

The data defined in application of articles L. 511-33 *et seq.* of the French Monetary and Financial Code is considered confidential. Confidential Information also includes, but is not limited to, the Account Holders' data, information about the Partner's activity, any documentation exchanged by the Parties.

Each Party undertakes, in particular, to keep all information gathered as a result of its presence on the premises of the other Party strictly confidential and to exercise utmost discretion with regard to the other Party's techniques, means and methods, which it may have been required to disclose as part of performing the Agreement.

Confidential Information does not include information that a Party can prove:

- Was in its possession without any confidentiality obligation prior to the disclosure of said information under this Agreement;
- Is or has become public knowledge in the absence of any act or omission on the part of said Party; or
- Has been lawfully communicated to this Party by a third party who is not subject to any restrictions as to the use or disclosure of said information.

Each Party undertakes to keep the Confidential Information strictly confidential, to refrain from communicating it to any person whomsoever, except for the purposes strictly necessary for the proper performance of the Agreement, and to refrain from using it, directly or indirectly, for any purpose other than the proper performance of the Agreement.

13.2. Commitments

Each Party shall ensure that its staff and its subcontractors comply with this obligation of confidentiality and will assume any liability resulting from a breach of this obligation by the latter.

Each Party undertakes to make any third party accessing the Confidential Information subject to an obligation of confidentiality according to which said third party undertakes to respect the confidentiality of the Confidential Information in accordance with the terms of this article.

The Partner further undertakes not to disclose any information concerning the Payment Services and the Account Holders' Payment Transactions about which it may become aware during the performance of the Agreement.

This article shall not be construed as prohibiting the disclosure of Confidential Information whenever such disclosure is required by law, an enforceable judgment or a decision issued by an administrative authority, provided, however, that the Party to which the request for disclosure is sent has notified, in writing, the other Parties concerned about the request for disclosure of the confidential information and has taken reasonable steps to assist the other Party in challenging the request or otherwise preserve, prior to disclosure, the rights of said Party.

This confidentiality obligation is entered into for the duration of the Agreement and for the five years following the term, the termination or expiry thereof.

14. DURATION – TERMINATION

14.1. Duration and termination

This Agreement shall enter into force on the date it is signed, for a duration of two (2) years. This Agreement will then be renewed for successive periods of two (2) years unless terminated by either Party - by written request and by any means - at the end of the original term or of any renewal, complying with a notice period of three (3) months.

The Parties agree not to enter into a formal business relationship (i.e., Lemon Way will not deliver the final production Environment) before the registration of the Partner as a Payment Agent by the French Prudential Supervisory and Resolution Authority (ACPR), as described in Appendix 5. Failing approval of registration by the ACPR, Lemon Way may notify the Partner of termination of the Agreement, without the possibility of said termination giving rise to the payment of damages. Failing approval by the ACPR, the setup fees provided in Appendix 1 remain due to Lemon Way.

14.2. Early termination

This Agreement may be terminated early by the Partner, prior to each term, subject to a (1) one-month notice period. In such a case, the Partner shall be immediately liable for 50% of the remaining monthly payments to be made until the end of the Agreement, as specified in Appendix 1 of this Agreement.

14.3. Exceptions

In addition, either Party may terminate the Agreement by any means without notice being served in the following cases:

- In the event of gross negligence; or
- In the event of either Party's failure to comply with its obligations under the Agreement, (i) after notification of the failure to comply by the non-breaching Party, through a registered letter with acknowledgment of receipt, and (ii) in the absence of regularisation by the breaching Party following the reasonable time limit set in the notification issued by the non-breaching Party.

Gross negligence is considered to be:

- Identification by Lemon Way's financial security department of the existence of a scam, an illegal activity processed by the Partner, a significant Chargeback rate (i.e. a rate which exceeds 0.3% for credit cards, or an unreasonable rate for other payment methods), the use of fake email addresses, the use of made-up identification data;
- In respect to either Party, the removal of an authorisation, a licence or a registration necessary for the execution of this Agreement, loss of insurance, false declaration, sanction or on request issued by an authority, a banking infrastructure or court;
- Formal notice or request for termination of the Payment Services, made by providers of banking and payment services, Visa/CB/MasterCard organisations on which Lemon Way depends;
- In case of identification of a wilful misconduct or a fraud.

In addition, in case of refusal of a business relationship by banking service providers, payment service providers, Visa/CB/MasterCard organisations on which Lemon Way depends, the termination shall not give entitlement to any financial compensation of any kind, including if the termination prevents the commercial launch of the Partner, or if the Partner has, for example, costs incurred for setting up its Website, or paid subcontractors to carry out specific developments.

14.4. Consequences of the term or termination

The fees due in accordance with article 11 and Appendix 1 shall apply until the effective date of the term or the effective date of termination.

The term or termination of the Agreement entails the term or termination of all the documents linked to it (as provided in article 3), and in particular (i) the Payment agent mandate (Appendix 5), (ii) the Data protection agreement (Appendix 6) and (iii) the Framework Agreements for Payment Services (Appendix 9) entered into between Lemon Way and the Account Holders.

15. ASSIGNMENT

This Agreement, the rights and obligations arising herein may not be transferred or assigned by a Party to a third party without the prior written consent of the other Party.

16. EXCLUSIVITY

The Parties acknowledge that this Agreement is not subject to any exclusivity commitment.

17. LIABILITY AND *FORCE MAJEURE*

17.1. *Force majeure*

The Parties shall not be held liable in case of impediment or delay in the execution of the Agreement due to a case of *force majeure*, as defined by article 1218 of the French Civil Code and those cited by French case law.

Each Party undertakes to notify the other Party in writing, as soon as possible, of the occurrence of any event of *force majeure*. The Parties shall then meet within ten (10) Business Days from the above notification to evaluate the consequences of said event on the conditions of performance of the Agreement. Each Party shall endeavour to mitigate the adverse effect of the *force majeure* event. While it lasts and within the limits of its effects, the *force majeure* event shall suspend - for the Party claiming such case - the performance of said Party's obligations under the Agreement. As soon as the *force majeure* event ceases to exist, the Party that has been prevented from performing its contractual obligations shall inform the other Party that said *force majeure* event has ceased to exist and shall immediately resume performance of its contractual obligations.

If the *force majeure* event referred to above persists for a period of more than sixty (60) consecutive calendar days, either Party may notify the other Party of the termination of the Agreement *ipso jure*, by registered letter with acknowledgment of receipt, without damages being owed by either Party.

17.2. Liability

Lemon Way cannot be held liable for any malfunction, independent of its will, of the third-party systems on which its platform is based.

In cases of detection of an illegal activity, in addition to the immediate termination of the Agreement, Lemon Way reserves the right to apply penalties, management fees and to claim damages from the Partner in accordance with article 11 and Appendix 1 of this Agreement.

In any case, Lemon Way shall not be held liable towards the Partner for an amount exceeding fifty percent (50%) of the total amount paid by the Partner to Lemon Way for the Services, subject of this Agreement during the last twelve months preceding the event which caused the damage.

18. QUOTING A CUSTOMER REFERENCE

The Partner hereby authorises Lemon Way to publicly quote any commercial reference relating to its business.

The Partner's logo may be used by Lemon Way in all of its communication media, as well as on its website, as long as the Agreement remains in force.

19. INTELLECTUAL PROPERTY

The Lemon Way solution, as well as all the content, texts, databases, graphics, software, applications, scripts, API, visual and audio-visual elements that comprise it, are the exclusive property of Lemon Way and are protected by intellectual property law.

The Partner's Website, as well as all the content, texts, databases, graphics, software, applications, scripts, API, visual and audio-visual elements that comprise it, are the exclusive property of the Partner and are protected by intellectual property law.

Except for the licences granted under this Agreement, neither Party acquires any intellectual property right under this Agreement over any element owned by the other Party.

For the purposes of this Agreement, throughout its term and for the entire world, Lemon Way grants the Partner a non-exclusive and non-transferable licence to access and use the elements referred to in article 4 as part of the object of the Agreement. The Partner is not authorised in any way whatsoever to distribute any of these elements for free or against payment. Access to the "Dashboard" can only be used by the Partner for consulting and configuring the Transactions carried out within the scope of this Agreement.

Under this Agreement, throughout its term and for the entire world, Lemon Way only grants the Partner an exclusive and non-transferable right to access its Lemon Way Payment Account, in order to view the transaction history and the available balance. The information mentioned on the Lemon Way Payment Account is strictly confidential and protected by bank secrecy.

The Partner undertakes not to modify, disassemble, decompile or attempt to prevent in any way the functioning of the elements referred to in article 4. In the same way, the Partner is prohibited from interfering in any way with the performance of the transactions and technical processes that enable the transactions to be executed.

20. AUDIT

In order to comply with Lemon Way's applicable regulation, a technical audit may be carried out at any time by Lemon Way or by a firm elected by the latter, subject to a confidentiality agreement. Lemon Way shall notify the Partner in writing of its intention to conduct an audit, subject to a minimum of five (5) Business Days prior notice. In any case, the identity of the audit structure used in the case of an external firm must be specifically indicated.

This audit may include the following points:

- Compliance with security obligations;
- Control of reports (statistics, reporting, dashboards, quality) provided for in the Agreement;
- Compliance with contractual obligations and guarantees;
- On-site audit of the source code used by the Partner's production payment systems, to verify that debit and credit card numbers are not stored in the Partner's systems;
- Compliance with personal data applicable law and regulation.

In case of suspicion of fraud on the use of payment methods, Lemon Way reserves the right to carry out an audit at any time. If this audit leads to the identification of a proven fraud, the costs

incurred by Lemon Way as part of this audit will be billed to the Partner at the daily rate of four hundred (400) euros, not including tax.

The Partner undertakes to allow the auditors to access its premises and sites, to cooperate fully with them and to provide them with all the necessary information. The Partner shall provide the designated auditors with access to all the facilities, any information and other deliverables that may be required for properly conducting the audit, on the understanding that the information gathered shall not be used for other purposes. A copy of the audit report will be provided to each of the Parties. The report will then be subject to an in-depth review by the Parties, in order to decide on the following corrective measures in the event of non-compliance or the occurrence of a risk that could jeopardize a Party's ability to fulfil its tasks efficiently or in accordance with the legal, regulatory or contractual obligations.

In any event, if the audit demonstrates that the Partner is not in compliance with its obligations under the Agreement, the Partner must (i) propose an action plan within 30 calendar days of submitting the audit report, to effectively remedy the deficiencies found and prevent them from occurring again, which shall be accepted by Lemon Way, and must (ii) implement the plan as agreed, in accordance with the dates agreed to between the Parties.

In the absence of a proposal within 30 calendar days or an agreement between the Parties, or failure to implement the jointly adopted action plan, Lemon Way may automatically terminate the Agreement.

The Partner accepts that the French Prudential Supervisory Authority (ACPR) or any equivalent foreign authority as defined by articles L. 632-7, L. 632-12 and L. 632-13 of the French Monetary and Financial Code, shall have access, including on-site, to the data it needs to accomplish its mission concerning the Services covered by the Agreement. The Partner shall be relieved of its confidentiality obligation in this context. The Partner is hereby informed that any significant incident within the meaning of the decree (*arrêté*) dated 3 November 2014 must be communicated immediately to Lemon Way and the authorities concerned, who are authorised to perform any itemised or on-site inspection at the Partner's premises. Persons mandated by any other authority must furnish proof of their identity and affiliation with the said authority and provide any document or engagement letter that establishes the legitimacy of their visit. The Partner undertakes to inform Lemon Way of any request from the authorities and shall accept the presence of a person mandated by the latter during these discussions.

21. ANTI-MONEY LAUNDERING AND COMBATING THE FINANCING OF TERRORISM

The Partner is asked to pay particular attention to strict compliance with the rules and procedures in place at Lemon Way regarding customer knowledge (known as KYC) and anti-money laundering and combating the financing of terrorism (known as AML-CFT).

A dedicated Lemon Way service systematically checks compliance with these procedures.

The Partner collects information from the Account Holders. Lemon Way must recover the documents listed in Appendix 4 and the following so-called “KYC” information for carrying out its regulatory procedures:

- For natural persons (First name, Surname, Email, Date of birth, country of residence, country of residence for tax, Nationality, professional activity, IP address used for registration, payer or recipient);
- For legal entities (company name, website of the Account Holder or if not available a description of the Account Holder’s activity on the Partner’s platform, Email, Registration number of the entity (SIRET/SIREN number for a French company, equivalent registration number for a foreign company), country of registration of the business, first name and surname of the legal representative, IP address used for registration, payer or recipient).

Depending on the typology of the users of the Payment Services defined in Appendix 4, the Partner shall send Lemon Way for each Account Holder the list of required documents provided in Appendix 4.

The information shall be transmitted via the Environment made available to the Partner. In accordance with the Framework Agreement for Payment Services, Lemon Way shall verify the identity of the potential user of the Payment Services sent by the Partner, and may make the opening of the Payment Account contingent on providing additional information.

The Partner is hereby informed that Lemon Way may immediately block any Payment Account that is part of the regularly updated blacklists (Politically Exposed Persons, Sanction List). Any regulatory constraints applicable to Lemon Way will be immediately implemented.

22. APPLICABLE LAW AND JURISDICTION

The Agreement is subject to French law. Any dispute that may arise relating to the conclusion, validity, interpretation or performance of this Agreement shall be subject to the exclusive jurisdiction of the Courts and Tribunals of Paris, notwithstanding multiple defendants or third-party claims, even for emergency procedures or expedited protective measures or ex-parte applications.

Signed electronically, on 15/06/2020

ON BEHALF OF LEMON WAY**ON BEHALF OF FUTURO 4.0**

NAME: Martin-Pierre Gaultier
POSITION: Chief Commercial Officer
EMAIL: mpgaultier@lemonway.com
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APPENDIX 1: PRICING AND OPTIONS

FEES MEANS OF PAYMENT (EUR ENVIRONMENT)

CATEGORY	ITEM	FEE (NOT INCLUDING TAX) FIXED COMMISSIONS (1)	FEE (NOT INCLUDING TAX) VARIABLE COMMISSIONS (2)	SERVICE INCLUDED
MONEY-IN * <i>(COLLECTING A PAYMENT ON A LEMON WAY PAYMENT ACCOUNT)</i>				
CARDS	Payment by Visa or MasterCard issued in a country within the EEA (European Economic Area) zone	€0.18	1.0%	<input checked="" type="checkbox"/>
	Payment by Visa or MasterCard issued in a country outside the EEA (European Economic Area) zone – per transaction	€0.24	2.6%	<input checked="" type="checkbox"/>
BANK TRANSFERS	SEPA Bank Transfer received - per transaction	€0.70	0.4%	<input checked="" type="checkbox"/>
	Non-SEPA Euro Bank Transfer received – per transaction	€6.00	0.3%	<input checked="" type="checkbox"/>
BANK DEBITS	SEPA Direct Debit “Core” – per transaction	€0.90	0.3%	<input checked="" type="checkbox"/>
	SEPA Direct Debit “B2B” – per transaction	€0.90	0.3%	<input checked="" type="checkbox"/>
MONEY-OUT * <i>(ISSUE OF A PAYMENT FROM A LEMON WAY PAYMENT ACCOUNT TO A BANK ACCOUNT)</i>				
BANK TRANSFERS	SEPA Bank Transfer (EUR in the SEPA zone) – per transaction	€0.20	0%	<input checked="" type="checkbox"/>
	International Bank Transfer (EUR outside the SEPA zone and other currencies) (Fee agreement: “SHA” / “Shared”) – per transaction	€7.00	0%	<input checked="" type="checkbox"/>
P2P: <i>(INSTANT TRANSFERS BETWEEN LEMON WAY PAYMENT ACCOUNTS)</i>				
P2P	Internal transfer between payment accounts in the same environment – per transaction	€0.00	0%	<input checked="" type="checkbox"/>
CATEGORY	ITEM	FEE (NOT INCLUDING TAX) FIXED COMMISSIONS (1)		
PAYMENT EVENTS **				



Fee for Returned SEPA Transfer (Money-out) by the recipient's bank - closed account, deceased recipient, etc.- per return	€15.00
Fee for Returned Transfer outside SEPA zone or FCY (Money-out) by the recipient's bank - closed account, deceased recipient, etc.- per return	€35.00
Fee for requesting payment cancellation (SDD, Money-out) sent in bank compensation by LEMON WAY - at the initiative of the Partner - per transaction without guarantee of success	€35.00
Return of uncredited Money-in to the issuer of the bank transfer for non-compliance with procedures - per transaction	€35.00
Non-payment of SEPA Direct Debit – per transaction	€35.00
Non-payment / ChargeBack Card (per Chargeback)	€35.00
Non-payment / ChargeBack Other method of payment (per Chargeback)	€35.00
Fees for unaccepted payments (payment refusal / per refusal)	FREE
Request for Information (RFI) sent by the partner bank or by Lemon Way	€10.00

- (1) With the transaction
- (2) On the amount of the transaction

FEE SCHEDULE FOR SERVICES / OTHER FEES (EUR ENVIRONMENT)

CATEGORY	ITEM **	FEE (NOT INCLUDING TAX)
SETUP	Setup Fee (upon signing the contract – one shot): <ul style="list-style-type: none"> • Integration of the Services (setting up a test Environment and a production Environment); • Technical support for the integration of the Services; • Securing access via IP whitelisting; • Constitution of the payment agent file; • Opening a dedicated electronic money contract; • Opening a dedicated card descriptor. 	€5 500.00
MONTHLY FEES	Management fees starting on the earliest of the following dates: (i) the delivery date of the production Environment or (ii) the second month following the signature of the Agreement (monthly): <ul style="list-style-type: none"> • Payment account maintenance fee (Monthly, per active payment account); • License fee for the production Environment; • Maintenance fee for dedicated card descriptor; • SLA KYC management package (<48h); • Electronic signature of SEPA direct debit mandates; • Control of daily flows (bank reconciliation); • Control of conformity of flows (origin/destination); 	€500.00



	<ul style="list-style-type: none"> Daily holding of the funds for protection of the customers; Customer support. 	
OTHER MONTHLY FEES	Fee for providing Payment Accounts with dedicated IBAN (up to a maximum of 2,500 VIBANs)	€250.00
	Option : Fee for providing Payment Accounts with dedicated IBAN (for every set of 2,500 additional VIBANs)	€180.00
OTHER EXPENSES	Request for a Statement of Account or Certificate of Deposit of Funds (per unit)	€100.00
	Request for Transaction Search / Search for Receipt or any other request (per unit)	€30.00
	Response to a police request sent to LEMON WAY - filing of a complaint by a cardholder who made a payment on the Partner's website, followed by a court petition (per unit)	€300.00
	Fee for resetting the Sandbox Environment	€300.00

* Fees not subject to VAT

** Fees subject to VAT

SETTINGS FOR CARD PAYMENTS

3D SECURE CARD PAYMENTS	MANDATORY
WORDING OF THE CARD DESCRIPTOR (MAX. 12 CHARACTERS)	LW-FUTURO40

ROLLING RESERVE

ROLLING RESERVE (% OF MONEY-IN FOR THE PAST 6 MONTHS)	
Rolling Reserve	3% in 180 days

Note: Lemon Way reserves the right to apply a Rolling Reserve equal to the highest default rate (all payment methods) over a period of up to six (6) months.

**APPENDIX 2 – EXPECTED VOLUMES FOR THE PARTNER'S PAYMENT TRANSACTIONS**

CATEGORY	ITEM	EXPECTED VOLUME	EXPECTED NUMBER OF TRANSACTIONS
MONEY-IN * <i>(COLLECTING A PAYMENT ON A LEMON WAY PAYMENT ACCOUNT)</i>			
CARDS	Payment by credit card	€ 98.000	1000
BANK TRANSFERS	Bank Transfers received	€ 301.000	100
BANK DEBITS	SEPA Direct Debit "Core" or "B2B"	€ 301.000	500



APPENDIX 3 – LIST OF ACTIVITIES PROHIBITED BY LEMON WAY

The list of prohibited activities is given for guidance purposes and may be completed at all times by Lemon Way.

Crowdfunding (gift, loan, investment):

- Extremist / ultra-radical / dissident movements;
- Sects;
- Fortune telling activities;
- Funding for the benefit of an incarcerated inmate;
- Investments in diamonds or rare earths.

Sale of goods:

- Sale of narcotic drugs;
- Sale of products deriving from cannabis (e.g. cannabidiol);
- Sale of nutritional products / food supplements;
- Sale of hi-tech and/or high-end products for very low-prices (ex: iPhone for 1 euro);
- Sale of alcohol without license;
- Sale of sextoys;
- Sale of tobacco;
- Sale of e-cigarette;
- Sale of hacking devices / Spyware;
- Sale of counterfeit goods;
- Sale of weapons;
- Sale of Airsoft / Fake weapons.

Sale of services:

- Accessibility diagnostics;
- Fortune telling;
- Astrology;
- Dating websites;
- Pornographic websites (services, videos);
- Charming websites;
- Escort services;
- Issuance of prepaid cards;
- File sharing websites;
- Trading website or FOREX;
- Buying currencies;
- Cryptocurrency activities / crypto assets;
- Security deposit by card;
- Third party cash collection;
- Virtual private network (VPN);
- Money transfer (sending money to people in high-risk countries);
- Debt collection on behalf of third parties (excluding Crowdfunding platforms);
- Websites glorifying terrorism;
- Proselyte websites;
- Bailiff studies;
- Online gambling (sports betting, poker);
- Sale of cattle and calves.

**APPENDIX 4 – TYPOLOGY AND LIST OF DOCUMENTS REQUIRED FOR OPENING A PAYMENT ACCOUNT****TYPOLOGY OF PAYMENT ACCOUNTS OPENED BY LEMON WAY BY ACTIVITY:**

Activity	Users
Marketplace	Vendors
Crowdfunding	<u>Gift / Nest egg:</u> <ul style="list-style-type: none"> - Project promoters; - Donors (excluding occasional customers).
	<u>Loan:</u> <ul style="list-style-type: none"> - Project promoters; - Lenders.
	<u>Investment:</u> <ul style="list-style-type: none"> - Project promoters; - Investors.
Invoice Trading	<ul style="list-style-type: none"> - Sellers - Buyers

SCHEME OF OCCASIONAL CUSTOMERS (CROWDGING ONLY):

Activity	Payment threshold	Number of transactions	Frequency
Gift / Nest egg	€500	1	24 hours
	€1000	3	12 months rolling
Users	Donors		



LIST OF REQUIRED DOCUMENTS:

The list of documents required for opening a Payment Account is non-exhaustive:

NATURAL PERSONS	
<u>Natural persons</u>	<ul style="list-style-type: none"> - Valid ID (national ID card, passport, residence permit) - Second document proving the identity of the natural person (national ID card, passport, residence permit, national health insurance card, tax notice, driving license, family record book, birth certificate, marriage certificate) - bank account number in the name of the natural person (only in case of cash outflow)
LEGAL ENTITIES	
<u>Companies</u> (SA, SAS, SARL, SNC, etc.)	<ul style="list-style-type: none"> - K-Bis extract (or equivalent registration certificate for foreign entities) dating back no more than 3 months - The company's signed articles of association - Identity documents of beneficial owners holding 25% or more of the company's shares (identity card or passport) - Bank account number in the name of the legal entity (only in case of cash outflow)
<u>Listed companies</u> (in one of the countries of the European Economic Area)	<ul style="list-style-type: none"> - K-Bis extract (or equivalent registration certificate for foreign entities) dating back no more than 3 months - Identity document of a representative authorised to open a Payment Account for the company (the representative's position must be verifiable) - Bank account number in the name of the legal entity (only in case of cash outflow)
<u>Associations</u>	<ul style="list-style-type: none"> - Inclusion in the Official Gazette JOAFE (or equivalent registration certificate for foreign entities) - Copy of the minutes of the last General Meeting (held within the past two years or less) - Signed articles of association - Valid ID of the president or treasurer - Bank account number in the name of the association (only in case of cash outflow)
<u>Public authorities or bodies and communities</u>	<ul style="list-style-type: none"> - Valid ID of the person in charge of managing the Payment Account on behalf of the authority or public body - Official document certifying that the identified person is authorised to manage the Payment Account
<u>Foundations</u>	<ul style="list-style-type: none"> - The foundation's signed articles of association - Valid ID of the person in charge of managing the foundation's Payment Account - Official document certifying that the identified person is authorised to manage the Payment Account - Inclusion in the Official Gazette JOAFE (or equivalent registration certificate for foreign entities)



<p><u>Endowment funds</u></p>	<ul style="list-style-type: none">- The fund's signed articles of association- Valid ID of the person in charge of managing the endowment fund's Payment Account- Official document certifying that the identified person is authorised to manage the Payment Account- Inclusion in the Official Gazette (or equivalent registration certificate for foreign entities)
<p><u>Self-employed persons</u></p>	<ul style="list-style-type: none">- Document attesting to registration with the Chamber of Commerce (for self-employed persons having a commercial activity) or registration with the Trade Register (for self-employed persons who carry out a handicraft activity) or a document from the INSEE (French National Institute of Statistics and Economic Studies) indicating the SIREN number. For self-employed persons operating outside of France, a business registration certificate of the self-employed person including the taxes registration number- Valid ID of the self-employed person (national ID card, passport, residence permit)- Second document proving the identity of the natural person (national ID card, passport, residence permit, driving license, family record book, birth certificate, marriage certificate)- IBAN of the self-employed person's business account (only in case of cash outflow)
<p><u>Agricultural Limited Liability Companies (<i>entreprises agricoles à responsabilité limitée - EARL</i>)</u></p>	<ul style="list-style-type: none">- Valid ID of the president or treasurer- Registration in the Trade and Companies Register or equivalent registration certificate for foreign entities- Signed articles of association- Insertion of a notice in the official bulletin for civil and commercial announcements (BODACC - <i>Bulletin Officiel des Annonces Civiles et Commerciales</i>)- Identity documents of beneficial owners holding 25% or more of the company's shares (identity card or passport)



APPENDIX 5 – PAYMENT AGENT MANDATE

1. RECITALS

Lemon Way is a payment institution governed by the provisions of the French Monetary and Financial Code under articles L. 522-1 *et seq.* As such, it has an authorisation issued by the ACPR, limited to the following payment services:

- a. Execution of Payment Transactions associated with an account, including transfers of funds to an account with the user's Payment Service provider or with another Payment Service provider:
 - performing direct debits, including individually authorised direct debits,
 - transfers, including standing orders.
- b. The acquisition of Payment Transactions.

2. MANDATE

Subject to approval from the Prudential Supervisory and Resolution Authority, the Partner is appointed as a Lemon Way payment agent within the meaning of article L. 523-1 of the French Financial and Monetary Code.

This mandate is subject to the conditions of articles 1984 *et seq.* of the French Civil Code and the provisions relating to agents in the French Monetary and Financial Code and the Order of 29 October 2009.

2.1. Scope of the mandate

The mandate is concluded under the conditions set forth in articles L. 523-1 *et seq.* of the French Monetary and Financial Code, and limits the Partner's activity to:

- a. Putting users of the Partner's Website in contact with each other, presenting the Services offered by Lemon Way

subject to strict compliance with the procedures defined by the Payment Institution, regulatory rules and, more particularly, the rules applicable to operating as a Payment Agent;

- b. Receipt by the Partner of funds on behalf of third parties in a bank account owned by the latter, subject to compliance with the regulations in force;
- c. The execution by the Partner of Payment Transactions associated with a Payment Account;
- d. The acquisition by the Partner of Payment Transactions;
- e. All within the limit of the approval enjoyed by Lemon Way, and about which the Partner declares it is duly informed.

The Partner has no power to negotiate the terms or conditions of the Services offered by Lemon Way or management of the Lemon Way Service.

The Partner has no power to approve requests to open Payment Accounts.

2.2. The Partner's duties

The Partner's duties are to:

- a. Present to potential Account Holders the operating conditions of the Payment Service by communicating the Framework Agreement for Payment Services;
- b. Transmit the necessary documents of a potential Account Holder to Lemon Way, in particular to enable fulfilment of the KYC formalities required for opening a Payment Account;
- c. Provide a level-1 control by setting up an archiving of documents accepted or signed by a handwritten or electronic signature in accordance with the applicable regulations.



3. THE CONDITIONS PRECEDENT

The mandate takes effect on the date of registration of the Partner on the ACPR's Register of Financial Agents (Regafi) and under the condition precedent that the Partner shall meet all the conditions of good repute and professional competence laid down in article 36 of the Order of 29 October 2009 on the prudential regulation of payment institutions.

The cumulative fulfilment of the conditions precedent must occur within a period of two (2) months from the sending of the complete file to the ACPR.

In the case of notifying a foreign authority of the registration, the processing time is three (3) months from the sending of the complete file to the ACPR.

4. THE PARTIES' OBLIGATIONS

4.1. The Partner's obligations

The Partner undertakes to send all the following documentation for the purpose of setting up his agent file:

1. A Kbis extract (or equivalent business registration certificate) dating back no more than 3 months.
2. The valid IDs of the officers and any person having the power to manage or administrate the company.
3. The dated and signed curriculum vitae of the officers (specifying the level, nature and duration of the responsibilities held during the past ten years).
4. Clean criminal records of the officers.
5. The latest balance sheets, certified by the statutory auditor, if a statutory auditor has been appointed.
6. A handwritten sworn statement by the officers with the following text:

"Sworn statement:

I, the undersigned _____, as _____, residing at _____, solemnly declare that the incapacities, prohibitions or penalties

provided for in article L. 523-2 of the French Monetary and Financial Code do not concern me.

In witness whereof and so that this may serve all pertinent purposes,

Signed in _____, on _____, signature: _____"

7. The up-to-date organisational chart, detailing the management functions.
8. A precise description of the activity.
9. A development concerning the Partner's internal procedures for control of the risk, as from initiation of a relationship.
10. A description of the control of Anti-Money Laundering and Combating the Financing of Terrorism (AML-CFT) implemented within the Partner's company.
11. If the Partner is registered outside of France, a signed permission from the officer in charge to send the company's file to the ACPR:
"I, the undersigned _____, administrator at the company _____, agree that our Payment Institution, Lemon Way, submits our file to the ACPR in order to become a payment agent.
Signed in _____, on _____, signature: _____"
12. The contact details (email and telephone number) of the company and of the directors (or of the persons responsible for the management) of the agent.
13. The professional license granted by the national competent authority of the company to process a regulated platform (e.g. crowdfunding, crowdlending, crowdinvesting), if applicable.

Each year, the Partner must give an account of the management of its mandate to Lemon Way, in accordance with the provisions of article 1993 of the French Civil Code.

As a payment agent, the Partner is obliged to attend training on anti-money laundering and combating the financing of terrorism provided by Lemon Way every year, in order to comply with its obligation of diligence in this matter, through the

designation of a contact person for the anti-money laundering within its entity.

In accordance with articles 1, 4 and 233 of the Order of 3 November 2014, an audit shall be carried out annually by Lemon Way to ensure the Partner's compliance with the regulatory and contractual obligations.

The Party undertakes to allow the auditors to access its premises and sites, to cooperate fully with them and to provide them with all the necessary information. The Party shall provide the designated auditors with access to all the facilities, all information and other deliverables that may be required for properly conducting the audit, on the understanding that the information gathered shall not be used for other purposes. A copy of the audit report shall be provided to the Partner. The report will then be subject to an in-depth review by the Parties, in order to decide on the following corrective measures in the event of non-compliance or the occurrence of a risk that could jeopardize a Party's ability to fulfil its tasks efficiently or in accordance with the legal, regulatory or contractual obligations.

In any event, if the audit demonstrates that the Partner is not in compliance with its obligations under the Agreement, said Partner must (i) propose an action plan within 30 calendar days of submitting the audit report, to effectively remedy the deficiencies found and prevent them from occurring again, which shall be accepted by Lemon Way, and must (ii) implement the plan as agreed, in accordance with the dates agreed to between the Parties.

In the absence of a proposal within 30 calendar days or an agreement between the Parties, or failure to implement the jointly adopted action plan, Lemon Way may automatically terminate the Agreement.

4.2. Lemon Way's obligations

Lemon Way shall deliver to the Partner all the information enabling the latter to comply with the regulations in force regarding payment services.

Lemon Way retains sole responsibility for the processing of Payment Transactions and in particular:

- For the obligation to identify and combat money laundering and the financing of terrorism;
- Opening and closing the Payment Accounts;
- Reconciliation between incoming transfers and the management of Payment Accounts;
- Management of the client-money account opened in the books of Lemon Way's partner bank, with a daily holding of the funds received.

Lemon Way remains fully liable towards third parties for the actions of the Partner and shall ensure that the Partner complies at all times with the legislative and regulatory provisions, and shall subject the Partner to its internal audit system, including its system for anti-money laundering and combating the financing of terrorism.

APPENDIX 6 - DATA PROTECTION AGREEMENT

1. PREAMBULE

The purpose of this Appendix is to ensure that the performance of the Contract complies with Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

All undefined terms under this Appendix will be deemed to have the meaning ascribed to them in the GDPR.

Each Party undertakes to comply with the commitments provided for in this Agreement, including this Appendix and shall ensure that its permanent or temporary staff, its group and each of its sub-processors comply with its terms.

2. CAPACITY OF THE PARTIES

2.1. Particular hypothesis of data personal processing

These hypotheses are not the subject of this Appendix and the following articles do not apply to them.

a. Joint control on personal data processing allowing the conclusion or performance of this Agreement

The Parties are jointly responsible for processing the personal data of their staff (employees, partners, temporary staff, trainees, etc.) which they become aware of when entering into or performing the Agreement and which they process for the sole purpose of entering into or performing the Agreement, for example in the context of communications (telephone, messaging, etc.) between the Parties.

In this limited hypothesis of joint responsibility of the Parties for the processing of their respective staff's

personal data the Parties shall transmit, assist each other as far as it is possible and undertake to respond as soon as possible to the requests made by members of their staff, taking into account the fact that each Party is the natural interlocutor of its own staff.

b. Partner's exclusive control on personal data processing made on the Partner's Website

In the context of the management of the user account opened by natural persons on the Partner's Website, the Partner remains responsible for the various personal data processing carried out.

The Partner assumes full liability for the processing carried out on the personal data of said users who are natural persons, as data controller: Lemon Way cannot be held liable for any failure to comply with Applicable Data Protection Laws (as defined below).

2.2. General hypothesis of joint responsibility for mandatory checks (KYC, KYB and AML-CFT)

Lemon Way offers its services within the framework of the execution of payments on the Partner's platform (itself a regulated crowdfunding platform).

The Partner and Lemon Way, by virtue of their respective activities, are subject by law and/or regulation to the same regulatory obligations regarding anti-money laundering and combating the financing of terrorism (article L. 561-2 of the French Monetary and Financial Code), which involve processing a certain number of personal data of individuals linked to a Lemon Way Payment Account that must be opened or managed to perform Payment Transactions on the Partner's platform.



In this context, the Partner collects the personal data necessary for Lemon Way to perform mandatory checks and transmits them to Lemon Way which performs the aforementioned mandatory checks.

In accordance with article 26 of the GDPR, the Parties are jointly responsible for processing the required data due to the equal means and purposes of the data processing they carry out.

This Appendix has been drafted as a consequence of this qualification, in order, in accordance with article 26 of the GDPR, to determine the rights and obligations of each Party.

3. GENERAL CONSIDERATIONS REGARDING THE DATA PROCESSING

3.1 Purposes of data processing

This Appendix applies only to data processing carried out by the Parties in accordance with their mutual legal and regulatory obligations, for the following purposes:

- The management of the Payment Transactions and the Payment Accounts of the Account Holders opened in the books of Lemon Way;
- The management of the Parties' KYC and KYB obligations;
- The management of AML-CFT.

3.2 Categories of personal data

The personal data processed in this context by the Parties, with regard to the Partner's natural person users, are the following:

- Identity / civil-status data;
- Connection data;
- Economic and financial information data.

In addition, for the purposes of setting up the Partner's payment agent file

(Appendix 5), Lemon Way will process the following personal data:

- The ID information and contact of the officers or any person having the power to manage or administrate the company;
- The director's curriculum vitae;
- The director's diplomas;
- The criminal records of the officer.

3.3 Limitation of the use of the Partner's Website users' personal data

With regard to the personal data of the Partner's natural persons listed above collected for the purposes listed above, the Parties undertake to refrain from exploiting, using, making copies of or creating personal data files within the information systems for their own purposes or on behalf of third parties.

3.4 Compliance of data processing

The Parties undertake to comply with any data protection regulations that may be applicable for the performance of the Agreement and, in particular, (i) the GDPR, (ii) its supplements under national law, and (iii) any other regulations applicable to the processing of personal data applicable during the term of the Agreement (the "**Applicable Data Protection Laws**"). The Parties also undertake that their employees and any potential sub-processors comply with the Applicable Data Protection Laws.

4. OBLIGATIONS OF THE PARTIES

In the context of the performance of their obligations as defined in the Agreement, the Parties are required to process personal data in order to carry out Payment Transactions in accordance with the



Framework Agreement for Payment Services. The Parties undertake to:

- a. Comply with the Applicable Data Protection Laws;
- b. Collect and process personal data in a lawful, fair and transparent manner, for specific, explicit and legitimate purposes;
- c. Inform beforehand the persons whose personal data are processed;
- d. Keep personal data strictly confidential;
- e. Take appropriate organisational, physical and technical security measures to protect personal data;
- f. Not transfer any personal data outside the European Economic Area (nor giving access for consultation outside the European Economic Area), except to countries with a level of protection considered “adequate” within the meaning of the European personal data protection authorities (the “**Supervisory Authority(ies)**”), or to organisations that have signed standard contractual clauses as enacted by the Supervisory Authorities or internal company rules;
- g. To pass on to its potential sub-processors the obligations applicable to it under the Applicable Data Protection Laws and to keep up to date the collective list of their sub-processors, mentioning for each sub-processor the extent of its responsibilities and the guarantees provided;
- h. Notify the joint data controller of any request to exercise the rights with regard to the personal data and/or processing covered by this Appendix as soon as possible, and at the latest within 48 hours. The Party that received the request shall respond to it within the one-month period set by the GDPR with the other Party undertaking to assist the responding Party. If it is impossible, for reasons beyond its control, for one of the Parties to respond to a request, it shall forward it to the other Party, which shall respond to it as soon as possible. The Parties shall refrain from responding directly to all or part of a request that does not concern them or that is unrelated to data processing for which they share joint responsibility without the prior written consent of the other Party;
- i. Notify as soon as possible any data breach to the competent Supervisory Authority and, if possible, no later than 72 hours after becoming aware of it, unless the breach in question is not likely to create a risk to the rights and freedoms of natural persons;
- j. Notify its joint data controller of any data breach as soon as possible and, if possible, no later than 72 hours after becoming aware of it;
- k. Update the notification of a violation of personal data to the Supervisory Authority and/or its joint data controller when it is discovered and identified;
- l. Assist each other in the conduct of data protection impact assessments and, where appropriate, in the prior consultation of the Supervisory Authority;
- m. Maintain a record of processing activities performed under this Agreement, in accordance with article 30 of the GDPR, and transmit to the other Party the information necessary to demonstrate compliance with their obligations and facilitate any potential audits and/or inspections;
- n. Transmit to the joint data controller the information necessary for the proper keeping of its record of processing activities, transmit the



names and contact details of its data protection officer;

- o. Inform each other of any changes to the data processing carried out under this Agreement and in particular, without this list being exhaustive, in the event of changes in the purposes of the processing or in the technical and organisational security measures implemented;
- p. Assume responsibility for failures on the part of their sub-processors;
- q. Establish a contact person to liaise between the parties:
 DPO Lemon Way:
 dpo@lemonway.com
 DPO Partner:
 donato.depascale@virgilio.it
- r. To implement organisational and technical measures appropriate to the nature, scope, context, purpose of the processing, likelihood and seriousness of the risks to the rights and freedoms of individuals in the event of destruction, loss, alteration, disclosure of personal data or unauthorised access, in order to ensure the physical and logical security of the personal data, in accordance with the highest of the following standards:
 - accepted professional practices and recommendations published by the Supervisory Authorities or the administrative authorities competent in the field of computer security;
 - standards in force in the industry, including ISO standards.

5. OBLIGATION OF THE PARTNER TO INFORM DUE TO ITS ROLE AS INTERMEDIARY WITH THE PERSONS CONCERNED

The Partner concentrates direct contacts with the persons concerned by the data

processing. For this reason, the Partner is directly liable towards Lemon Way for fulfilling the information obligations set out in articles 13, 14 and 26 of the GDPR.

In the event of non-compliance with these information obligations, the Partner shall:

- Repair any damage caused by the breach, either directly to the persons concerned or indirectly to Lemon Way;
- Be liable for any administrative fines imposed by the CNIL, another regulator or another Supervisory Authority;
- Eventually compensate Lemon Way for the damage in terms of image and reputation caused.

The Partner shall inform the persons concerned by the data processing before the data processing or of any modification of the data processing:

- a. the identity and contact details of Lemon Way, as joint data controller, as well as the contact details of its DPO;
- b. the identity and contact details of the Partner, as joint data controller, as well as the contact details of its DPO;
- c. the purposes of the data processing for which the Parties are jointly responsible (in this case, compliance with the obligation provided in article L. 561-2 of the French Monetary and Financial Code, in accordance with article 6.1.c of the GDPR, the content of which must be indicated to the persons concerned);
- d. the division of the respective obligations of Lemon Way and the Partner in the context of the application of article L. 561-2 of the French Monetary and Financial Code (the Partner collects the personal data of the persons



- concerned and transmits them to Lemon Way; Lemon Way carries out the checks imposed on its behalf and on behalf of the Partner);
- e. the existence of the right to request access to personal data, their portability or a limitation of processing in relation to the person concerned, as well as the right to object to processing and/or to define guidelines on the use of the personal data after their death;
 - f. the possibility for the persons concerned to contact either Lemon Way or the Partner for the exercise of these rights;
 - g. the right to bring a complaint in front of a Supervisory Authority;
 - h. the modalities of the transfer and processing of their personal data most likely to ensure a fair and transparent processing, including the possible existence of automated decision-making, including profiling, as referred to in article 22(1) and (4) of the GDPR, and, at least in such cases, relevant information concerning the underlying logic, as well as the importance and expected consequences of such processing for the person concerned;
 - i. the list of recipients or categories of recipients of the personal data in question, which the Parties undertake to keep up to date;
 - j. the possible existence of a transfer of such data to a third country out of the European Economic Area or to an international organisation, as well as the reference to the appropriate safeguards then put in place, including for example the existence of an adequacy decision by the European Commission;
 - k. the duration of storage of the personal data, quantified or quantifiable, by both Lemon Way and its Partner.

This information obligation will be fulfilled by, among other things, making the Framework Agreement for Payment Services in Appendix to this Agreement available to the Account Holder.

6. OBLIGATIONS OF SUB-PROCESSORS

Each data controller is responsible for his sub-processors. The sub-processors must be authorized beforehand, in writing, by their respective data controller. Sub-processors shall fulfil the same commitments as those of this clause:

- a. They shall fulfil their obligations at all times;
- b. They shall take all necessary measures to protect the security and confidentiality of the personal data, including in case of transfer of said data outside the European Economic Area;
- c. They shall obtain authorisation from their data controller, in advance and in writing, in order to carry out data transfers outside the European Economic Area;
- d. They shall provide the following guarantees to ensure the implementation of confidentiality and security measures:
 - Independence;
 - Establishment and provision upon first request of documentation describing the confidentiality implemented within the solution to protect personal data;
 - Conclusion of standard contractual clauses governing a potential transfer of data to a subsequent sub-processor that is not located in the European Economic Area, or any equivalent mechanism duly



- recognised by the Supervisory Authorities;
- Regular internal controls and audits to verify that internal data protection systems and procedures remain in place for the entire period during which said data is stored;
 - Implementing and maintaining a procedure for reporting any violation or unauthorised access to data - proven or suspected - resulting in immediately warning the data controller and, where applicable, the Supervisory Authority and the person concerned;
 - Implementing and maintaining a procedure for receiving and executing requests made by individuals to exercise their rights.

7. DATA SECURITY AND TRANSPARENCY

Due to the sensitivity of the data that is processed by the Partner for the performance of the Agreement, the Partner undertakes to take all necessary and appropriate measures to protect and transmit the aforementioned personal data in complete security.

The Partner undertakes to ensure the confidentiality, integrity, backup and archiving of the personal data it collects and transmits to Lemon Way according to this Agreement. The Partner is required to:

- a. Guarantee the security of the information it processes, collects and transfers and of its information system by all necessary and appropriate measures guaranteeing secure access to its information system, limiting the access to the sole persons authorized for the purpose of the strict execution of this Agreement and, in general, guaranteeing the confidentiality,

integrity and control of the disclosure of the concerned personal data;

- b. Ensure the integrity of its information system, in particular by safeguarding the personal data it processes in its information system, in such a way as to enable the service to be restored in the event of any incident whatsoever, and by archiving personal data under the conditions defined in the Agreement, as well as the availability of the data, the traceability of access at all times, and include, in particular:
 - Encryption of personal data in accordance with the requirements of established professional practices in the field;
 - Identification and security of premises (locked access, restricted access requiring authorization and authentication, etc.);
 - The identification and strict control of access by staff to personal data and to the environments supporting the services delivered (registered accounts, password policy, traceability of access and actions, review of accounts, etc.);
 - Logical security (network segmentation, reinforcement of configurations, anti-intrusion probes, firewalls, authentication and archiving of access to personal data, incident simulations, clock synchronization, etc.);
 - Protection of administration interfaces against unauthorized access (use of VPN, secure authentication, use of secure and encrypted protocols);
 - For systems exposed on public networks, the implementation of appropriate security measures



- (reverse proxy, WAF, anti-DDoS);
 - Securing the flow of personal data exchanges in such a way that they cannot be exploited by an unauthorised third party;
 - Keeping a historical log of activities on the computer system;
 - Protection of computer environments with up-to-date antivirus software (virus programs and list of viruses);
 - The secure destruction of personal data;
 - The implementation of control procedures to ensure the level of security (intrusion tests, vulnerability scans, security audits, etc.);
- c. Guarantee the confidentiality of personal data and only rely on employees and representatives bound by confidentiality agreements or subject to an appropriate legal obligation of confidentiality;
- d. Ensure that processing tools and procedures comply with the principles of personal data protection from the design stage and by default ("Privacy by default" and "Privacy by design") and make them evolve to ensure this respect;
- e. Regularly train its employees and representatives on personal data protection and security - in particular, train the employees who may access personal data on good practices to ensure the security of information and regulatory compliance practices;
- f. In general, to implement, take, maintain and update all organisational, logical and technical measures necessary or appropriate in order to ensure an adequate level of security of the data processing entrusted with regard to (i) the state of known techniques, (ii) the modalities of the data processing entrusted as described herein (nature, scope, context, purpose of the data processing, probability and seriousness of the risks to the rights and freedoms of individuals in the event of destruction, loss, alteration, disclosure of personal data or unauthorised access) and/or in Lemon Way's documented instructions, and in any event (iii) the security requirements provided for or arising from Applicable Data Protection Laws, the practice and documentation of Supervisory Authorities, as well as any national, European or international laws and regulations and standards laying down obligations or standards applicable to the security of personal data or information systems, in accordance with the highest of the following standards:
- the state of the art and recommendations published by the Supervisory Authorities or the administrative authorities responsible for computer security;
 - industry standards, including ISO standards;
- g. Maintain a record of processing activities carried out on behalf of Lemon Way, in accordance with article 30.2 of the GDPR, and inform Lemon Way of any request for information or investigation by a Supervisory Authority concerning the performance of the Agreement.

**APPENDIX 7 – DEFAULT CONFIGURATION****DEFINITIONS**

MONEY-IN	Funding of a Payment Account using the payment methods provided.
MONEY-OUT	Issuance from a Payment Account to a bank account.
P2P	Transfer between Payment Accounts.
KYC 2 ACCOUNT	Payment Account with identification documents validated by Lemon Way.

DEFAULT PERIODIC THRESHOLDS BY KYC 2 PAYMENT ACCOUNT**THRESHOLDS GIFT / NEST EGG**

FREQUENCY	TYPE	NUMBER OF OPERATIONS / AMOUNT
PER 24 HOUR PERIOD	MONEY-IN	5,000 / €100,000
	MONEY-OUT	10 / €100,000
	P2P RECEIVED	5,000 / €100,000
	P2P SENT	500 / €100,000
PER MONTH	MONEY-IN & P2P RECEIVED	€250,000
	MONEY-OUT	€250,000
PER YEAR	MONEY-IN & P2P RECEIVED	N/A
	MONEY-OUT	N/A

THRESHOLDS CROWDFUNDING (LOAN / INVESTMENT)

FREQUENCY	TYPE	NUMBER OF OPERATIONS / AMOUNT
PER 24 HOUR PERIOD	MONEY-IN	50 / €250,000
	MONEY-OUT	10 / €250,000
	P2P RECEIVED	1,000 / €1,000,000
	P2P SENT	1,000 / €1,000,000
PER MONTH	MONEY-IN & P2P RECEIVED	€2,500,000
	MONEY-OUT	€2,500,000
PER YEAR	MONEY-IN & P2P RECEIVED	N/A
	MONEY-OUT	N/A

**THRESHOLDS MARKET PLACE**

FREQUENCY	TYPE	NUMBER OF OPERATIONS / AMOUNT
PER 24 HOUR PERIOD	MONEY-IN	5,000 / €250,000
	MONEY-OUT	5,000 / €250,000
	P2P RECEIVED	5,000 / €250,000
	P2P SENT	5,000 / €250,000
PER MONTH	MONEY-IN & P2P RECEIVED	€2,000,000
	MONEY-OUT	€2,000,000
PER YEAR	MONEY-IN & P2P RECEIVED	N/A
	MONEY-OUT	N/A

THRESHOLDS INVOICE TRADING

FREQUENCY	TYPE	NUMBER OF OPERATIONS / AMOUNT
PER 24 HOUR PERIOD	MONEY-IN	10 / €5,000,000
	MONEY-OUT	10 / €5,000,000
	P2P RECEIVED	10 / €5,000,000
	P2P SENT	10 / €5,000,000
PER MONTH	MONEY-IN & P2P RECEIVED	€5,000,000
	MONEY-OUT	€5,000,000
PER YEAR	MONEY-IN & P2P RECEIVED	N/A
	MONEY-OUT	N/A

THRESHOLDS BY PAYMENT METHOD

TRANSACTION	TYPE	AMOUNT
MONEY-IN	CARD	€1,500
MONEY-IN	INCOMING TRANSFER	€100,000
MONEY-IN	CHEQUE	€30,000
MONEY-OUT	N/A	€30,000
P2P	N/A	€30,000

**APPENDIX 8 – PARTNER AND ULTIMATE BENEFICIARY OWNER IDENTIFICATION****PARTNER IDENTIFICATION**

COMPANY NAME	Futuro 4.0 Srl		
REGISTERED OFFICE	Via Giovanni Amendola, 172 – 70126 Bari		
COMPANY REGISTRATION #	Camera di Commercio di Bari	COMPANY REGISTRY	BA-623313
DATE OF INCORPORATION	29/11/2019	COMPANY VAT #	08385630721
COMPANY WEBSITE	www.futuro40.it		
COMPANY ACTIVITY DESCRIPTION	Crowdfunding – Corporate financing		
EXPECTED YEARLY MONEY-IN	700.000 €		

LEGAL REPRESENTATIVE (AUTHORIZED TO EXECUTE THIS AGREEMENT)

FIRST & LAST NAME	Giuseppe Depascale	TITLE	CEO
DATE & PLACE OF BIRTH	17/08/1946, Santeramo In Colle (Bari)	ID #	DPSGPP46M17I330Y
PHONE #	+39 3387995790	EMAIL ADDRESS	depascalegiuseppe@ti scali.it
POSTAL ADDRESS	Via Giovanni Amendola, 172 – 70126 Bari		

ULTIMATE BENEFICIARY OWNER #1 (HOLDING MORE THAN 25% OF THE COMPANY SHARES)

FIRST & LAST NAME	Giuseppe Depascale	TITLE	CEO
DATE & PLACE OF BIRTH	17/08/1946, Santeramo In Colle (Bari)	ID #	DPSGPP46M17I330Y
POSTAL ADDRESS	Via Giovanni Amendola, 172 – 70126 Bari		

**IT CONTACT**

FIRST & LAST NAME	Francesco Ciccarone	TITLE	Dev
PHONE #	+39 339 82 86 687	EMAIL ADDRESS	francesco@labonext.com

PAYMENT TRANSACTIONS CONTACT

FIRST & LAST NAME	Giuseppe Depascale	TITLE	CEO
PHONE #	+39 3387995790	EMAIL ADDRESS	depascalegiuseppe@tiscali.it

BILLING CONTACT

FIRST & LAST NAME	Giuseppe Depascale	TITLE	CEO
PHONE #	+39 3387995790	EMAIL ADDRESS	depascalegiuseppe@tiscali.it



APPENDIX 9 – FRAMEWORK AGREEMENT FOR PAYMENT SERVICES

Terms & Conditions for Use of Payment Services – Framework Agreement for Payment Services

The Account Holder, party of the first part, and,

Lemon Way, a French SAS (simplified joint-stock company) which registered office is located at 8 rue du Sentier, 75002 Paris, France, and registered with the Paris trade and companies register under number 500 486 915 ("**Lemon Way**"), approved on 24 December 2012 by the Prudential Supervisory and Resolution Authority ("ACPR", France, website <http://acpr.banque-france.fr/>), 4 place de Budapest CS 92459, 75436 Paris, as a Hybrid Payment Institution, under number 16 568 J, party of the second part.

DISCLAIMER

The Account Holder may consult this Framework Agreement at any time, reproduce it, store it on his computer or on another medium, transfer it by e-mail or print it on paper so as to keep it.

In accordance with the law, it is possible to verify the approval of Lemon Way, as a payment institution, at any time on the website regafi.fr. The Website of the Lemon Way payment institution is: www.lemonway.com

1. PURPOSE

This "Framework Agreement for Payment Services" is available at any time on the Website (<https://www.Lemonway.com>). It governs the terms and conditions of opening a Lemon Way Payment Account in the Account Holder's name and the provision of Payment Services. The

Account Holder should read the terms and conditions carefully before accepting them.

2. DEFINITIONS

When used with the first letter capitalised, the terms used in this Framework Agreement shall have the meanings defined below, regardless of whether they are used in the singular or plural form:

- **Beneficiary**: a natural person or legal entity designated by the Account Holder as the recipient of a transfer from his Payment Account. The Beneficiary may be the Account Holder.
- **Framework Agreement**: Framework Agreement for Payment Services, as defined in article L. 314-12 of the French Monetary and Financial Code, entered into between Lemon Way and the Account Holder and consisting of these terms & conditions.
- **Payment Account**: payment account within the meaning of article L. 314-1 of the French Monetary and Financial Code, opened in the books of Lemon Way to debit and credit the Payment Transactions, the fees due by the Account Holder and any reversal in connection with its Transactions and to clear these amounts on the date of their recording for the purpose of showing a net balance.
- **Business Day**: any day except Saturdays, Sundays and public holidays in France.
- **Payment Transactions**: the act of paying, transferring or withdrawing funds from or to the Payment Account, regardless of any underlying obligation between the Payer and the Beneficiary.
- **Payment Order**: consent of the Account Holder given according to the personalised device and the procedures agreed between the Account Holder



and Lemon Way, in order to authorise a Payment Transaction.

- Partner: commercial company operating the Partner Site and using the services of Lemon Way.
- Payer: Natural person or legal entity who may be the Account Holder in case of funding his own Payment Account or user of the Partner Site.
- Funds: Available amount credited to the Payment Account that may be used for executing future Payment Transactions, determined by Lemon Way after taking into account the current Payment Transactions and the amount of the Funds frozen defined in article 5.
- Third-Party Payment Services Provider (PSP): Payment Services provider (financial institution) approved by an authority of a State belonging to the European Economic Area and which has opened a bank account or payment account in the Account Holder's name.
- Payment Services: services provided by Lemon Way pursuant to this Framework Agreement and comprising the execution of credit transfers and the acquisition of credit card and wire transfer orders, as well as the cashing of cheques.
- Website: Refers to the website <http://www.lemonway.com> through which Lemon Way offers Payment Services.
- Partner Site or Website: Refers to the site and/or application used by the Partner to enable individuals to perform Payment Transactions.
- Account Holder: Natural person or legal entity with a Payment Account to make and/or receive a Payment Transaction.

3. OPENING OF A PAYMENT ACCOUNT

The Account Holder must comply with the procedure for opening a Payment Account as described below.

3.1 Account Holder's prior declarations

The Account Holder, a qualified legal entity or natural person, expressly declares having the capacity and/or having received the authorisations required to use the Payment Services provided by Lemon Way and guarantees Lemon Way against any liability that it may incur as a result of a false declaration.

The Account Holder declares that it acts on its own behalf. The Account Holder has the obligation to use the services provided by Lemon Way in good faith, for lawful purposes and in compliance with the provisions of the Framework Agreement.

Any Account Holder who is a natural person declares to be resident in France or in the European Economic Area.

For any other country of residence or registration, Lemon Way reserves the right to study the application to open a Payment Account in order to comply with the geographical scope of its authorisation.

3.2 Sending of identification documents

Lemon Way informs the Account Holder that in accordance with the identification requirements relating to the anti-money laundering and combating the financing of terrorism, opening the Payment Account is subject to sending and validating the required identification documents according to the capacity of the Account Holder.

Lemon Way reserves the right to request any other document or additional information, to allow it to carry out the appropriate verifications in accordance with its legal obligations including for the anti-money laundering.

The Account Holder agrees to let the Partner Site send these documents to Lemon Way by computer transmission and uploading on Lemon Way's computer systems.



3.3 Terms of approval of the Framework Agreement

The Framework Agreement must be approved by the Account Holder by any means. The latter acknowledges having carefully read, understood and accepted the Framework Agreement in its entirety.

3.4 Acceptance of Opening a Payment Account

Lemon Way may refuse to open a Payment Account for any reason without having to justify its decision. This will not give rise to any payment of damages.

Subject to the express written permission of his or her legal representative, a minor under the age of eighteen (18) years old may open a Payment Account.

For this purpose, the required identification documents will be those of the legal representative having given his or her express and written authorisation, those of the minor, as well as a document which serves as evidence of authority (family record, court decision conferring the power of representation).

The Partner Site may send the acceptance or refusal of the opening of its Payment Account to the Account Holder by sending an Email. Upon acceptance, the Account Holder may identify himself on the Partner Site to verify that his Payment Account is open.

3.5 Specific regime for occasional customers

The occasional customer is the “visiting” customer who requests the intervention of Lemon Way to execute an individual Payment Transaction or several Payment Transactions with a link between them subject to the limits applicable by Lemon Way. Transactions carried out by an occasional customer will not be subject to the opening of a Payment Account.

Lemon Way recalls that the specific regime for occasional customers is only applicable to a certain type of clientele and activity.

Acceptance of this Framework Agreement does not lead to an entry into a business relationship and the opening of a Payment Account in the event that the specific regime for occasional customers is applicable.

Lemon Way reiterates that if the applicable Payment Transaction limits are exceeded, the opening of a Payment Account will be required in order to carry out new Payment Transactions.

4. CREDITING THE PAYMENT ACCOUNT

4.1 Funding the Payment Account

The Account Holder may proceed to fund his Payment Account by the payment methods made available by the Lemon Way Partner.

In case of funding the Payment Account by cheque (French only), they must be made payable to the order of Lemon Way.

The funding must be made from a bank account opened in the Account Holder’s name by a third-party PSP in order to transfer these funds by internal transfer to another Payment Account opened in Lemon Way’s books. These two Payment Transactions are deemed interrelated.

For security reasons, Lemon Way may refuse or cancel the registration of the payment method used by the Account Holder.

Lemon Way sets payment limits in the interest of protecting the Account Holder and complying with the regulations in force regarding Payment Services. Single limits, per day, per month and per year, as well as all forms of restrictions (in particular regarding the strong authentication of the Account Holder) are applied by Lemon Way to fight against fraud.

The Account Holder is informed that any Payment Transaction that may result in exceeding the applicable limits will automatically be rejected by Lemon Way.

Any Transaction by credit or debit card, which is the subject of a non-payment, rejection or objection will have its amount automatically be deducted by Lemon Way from the net balance of the Payment Account. If the net balance is insufficient, Lemon Way is entitled to use all remedies against the Account Holder to recover the amount due. In addition, Lemon Way will be entitled to refuse to execute all future payments made using the card that gave rise to the incident.

Lemon Way also debits the Account Holder's Payment Account for the Payment Transactions that were rejected and other penalties that may be issued by the acceptance networks.

4.2 Lead time for the recording of funds on the Account

Lemon Way will record the funds resulting from the purchase of a Payment Transaction by credit card or bank transfer as soon as possible and no later than the end of the Business Day in which the funds are received by Lemon Way.

The lead time for recording funds on the Account may be longer if other payment methods made available by Lemon Way are used.

For security reasons, the recording lead time may be longer in the event of suspicion of fraud pending the provision of additional information by the Account Holder or any other third party concerned.

5. DEBITING A PAYMENT ACCOUNT BY TRANSFER

5.1 Initiating a Payment Order

Lemon Way provides a payment service allowing Account Holders with a Payment Account to instruct Lemon Way to execute a transfer provided that the Funds in the Account are greater than the total amount of the transfer (including costs). In case of insufficient Funds, the Payment Order will automatically be rejected.

The Funds available are the net balance of the Payment Account excluding the Funds frozen and the Transactions in progress. The amount of the Funds frozen is determined by Lemon Way to cover any reversals arising from the dispute of a Payment Order. Such a dispute may occur within a period of thirteen (13) months from debiting the Account for the Transaction.

The Payment Order may be made either to the attention of another Payment Account opened in Lemon Way's books, or to the attention of a bank account in the Account Holder's name opened in the books of an authorized third-party PSP.

The Payment Order must include the following information:

- the amount in euros;
- The first name and surname of the Beneficiary;
- the number of his bank account opened in the third-party PSP's books.

The Account Holder acknowledges that if the currency of the Payment Account differs from that of the Beneficiary account to which the funds will be transferred, exchange rate fees will be charged by the Beneficiary's PSP. It is the responsibility of the Lemon Way Partner and the Beneficiary's PSP to inform the Beneficiary of the exchange rate charged, fees and deadlines, before any acquisition of a



transfer order. This information must be sent to the paying Account Holder by the Partner.

Lemon Way cannot be held responsible if the bank details provided for transfer requests are incorrect or not updated.

5.2 Irrevocability of a Payment Order

The Payment Order validly given by an Account Holder is irrevocable for the Account Holder as of the entry of a single-use code in accordance with article 5.1. The Account Holder will not be able to request cancellation of the Payment Order.

However, Lemon Way may block any Payment Order in the event of a suspected fraud or violation of anti-money laundering and combating the financing of terrorism (AML-CFT) applicable rules.

Payment Orders are subject to the prior consent of the Payer or the Account Holder. In the absence of such consent, the Transaction or series of payment Transactions shall be deemed not authorised.

The consent may be withdrawn by the Payer as long as the Payment Order has not acquired a character of irrevocability in accordance with the provisions of article L. 133-8 of the French Monetary and Financial Code.

When the Payment Transaction is initiated by the Beneficiary or by the Payer who gives a payment order through the Beneficiary, the Payer cannot revoke the payment order after having transmitted the Payment Order to the Beneficiary or given the Beneficiary his consent to execute the Payment Transaction.

Consent to execute a series of Payment Transactions may also be withdrawn, with the effect that any subsequent Transaction shall be deemed unauthorised.

5.3 Amounts of ceilings and applicable limits

Any Payment Transaction that is likely to exceed the limits applicable to the amount of the cumulative monthly payments will automatically be rejected by Lemon Way.

Other ceilings or Payment Order blockages may be activated at any time by Lemon Way in case of a risk of fraud.

Lemon Way reserves the right to reverse a Payment Transaction if the transaction to transfer funds by credit or debit card used to credit the Payment Account in order to complete the transaction is rejected or cancelled by the PSP issuer of the card.

5.4 Lead time for executing orders

The maximum execution times for Payment Services, in accordance with the decree of 29 July 2009, applying article L. 133-13 of the French Monetary and Financial Code, are as follows:

- a Payment Transaction initiated on a Business Day will be executed by Lemon Way no later than the following Business Day if it is made in euros for the benefit of a credit institution located in a Member State of the European Union;
- a Payment Transaction initiated on a Business Day will be executed by Lemon Way no later than the end of that Business Day if it is made in euros for the benefit of another Payment Account.

6. REPORTING

6.1 By Transaction

When a Payment Transaction is made, Lemon Way or the Partner Site automatically sends a confirmation email of the Transaction to the Account Holder who initiated the Payment Order. This email contains all the information relating to the Payment Transaction that has been



communicated to Lemon Way, such as: the identity of the Beneficiary or the Payer, the description of the Payment Transaction, its amount, the date and time of the Payment Transaction and any special payment conditions.

6.2 Statements

All Payment Transactions are included in a statement established in real time for each Payment Account.

The Account Holder will have access to the Payment Account statements showing all the Payment Transactions debited and credited to this account via the Partner Site.

The consultation period is maintained for two (2) years plus the current year. For the applicable regulatory periods, Lemon Way will keep an electronic file of the records documenting the Payment Transactions carried out.

7. DURATION OF THE FRAMEWORK AGREEMENT AND EFFECTIVE DATE

The Framework Agreement comes into force for an indefinite period at the moment of acceptance of these terms by the Account Holder.

The Account Holder has a period of fourteen (14) calendar days to waive the Framework Agreement free of charge, if he meets the conditions of article D. 341-1 of the French Monetary and Financial Code for legal entities or if he is a natural person. This period runs from the day the Framework Agreement is concluded, i.e. the day the Account Holder accepted these terms & conditions. During this cancellation period, the execution of the Framework Agreement may begin only at the express request of the Account Holder. The Account Holder expressly acknowledges and agrees that any payment instruction sent to Lemon Way before the expiry of the cancellation period constitutes an express request by

the Account Holder to execute the Framework Agreement. The Account Holder will not be entitled to cancel a payment instruction that he has given and confirmed during the cancellation period.

This right of cancellation may be exercised by the Account Holder without penalty and without giving reasons.

The Account Holder is obliged to notify Lemon Way, by any means, of his decision to cancel. If the Account Holder does not exercise his right of cancellation, the Framework Agreement will be maintained in accordance with the provisions of these terms & conditions. To terminate the Framework Agreement, he will have to comply with the termination conditions of article 19.

8. CLAIMS

Lemon Way does not consider claims relating to the relationship between two Account Holders or between an Account Holder and a third party to be admissible. Only those relating to the absence or the improper performance of a Payment Transaction executed by Lemon Way are covered by this article and by the Framework Agreement.

Claims (disputes, rights of objection, access and rectification) may be exercised free of charge on request sent to Lemon Way by email at the following email address: support@lemonway.com or by mail to the following address:

LEMON WAY – Service Réclamation - 8 rue du Sentier, 75002 Paris

Any dispute or query related:

- to information communicated by Lemon Way pursuant to the Framework Agreement;
- to an error in the performance of the Payment Services or in its non-performance;



- an error in the debit for commission, tax or fees by Lemon Way;

must be notified to Lemon Way by the Account Holder as soon as possible after the date on which the Account Holder became aware of it or is presumed to have known of it or in any other longer period provided for by specific provisions or by law.

In accordance with ACPR recommendation 2015-R-03 dated 26 February 2015, an acknowledgment of receipt will be sent within a maximum period of ten days. Claims will be processed within a maximum of two months as of their receipt.

A statement of claim form is also available on Lemon Way's Website: <https://www.lemonway.com/claim>

In the absence of an amicable agreement, the Account Holder acting for non-professional needs can send a letter to an independent mediator, i.e. the Mediator of the AFEPAME, at 36 rue Taitbout 75009 Paris, to whom the matter can be referred free of charge in case of a dispute arising as a result of the application of these terms & conditions, without prejudice to other legal action.

9. COSTS

In consideration for the provision of the Payment Services to the Account Holder, Lemon Way will receive a fee, the amount and conditions of which shall be determined between the Partner and Lemon Way.

Lemon Way informs the Account Holder that the Partner shall bear all the costs relating to the provision of the Payment Services.

10. SECURITY

10.1 Notification obligation

The Account Holder has the obligation to immediately inform Lemon Way in the event of suspicious access or fraudulent use of his

Payment Account or of any event likely to lead to such use, such as and not limited to: loss, accidental disclosure or misappropriation of its user information for the Payment Account or an unauthorised Transaction.

This notification must be made by sending an email to the following email address: alert.lcbft@lemonway.com and be confirmed in writing to the following address:

LEMON WAY - Financial Security Department - 8 rue du Sentier, 75002 Paris, France

10.2 Prevention

Lemon Way will do its utmost to prevent further use of the Payment Account. The Partner also has his own means of secure communication with the Account Holder under his own responsibility.

10.3 Use of cookies

Lemon Way informs the Account Holder that cookies may be used as part of the Payment Services. Above all, these cookies serve to improve the functioning of the Payment Services, particularly in terms of speed.

The Account Holder is informed that, in his browser settings, he may refuse cookies from Lemon Way, but this may affect his use of the Payment Services.

10.4 Interruption of Payment Services

Lemon Way undertakes to use all reasonable means at its disposal to ensure round-the-clock service. Lemon Way, however, does not guarantee continuous, uninterrupted access to the Payment Service. Therefore, Lemon Way cannot be held responsible for any delay and/or total or partial inaccessibility to the Payment Services whenever they result from factors that are beyond the reasonable control of Lemon Way.



The Account Holder is informed that Lemon Way may occasionally interrupt access to all or part of the Payment Services:

- to allow for repairs, maintenance, or functionality enhancements;
- in case of suspicion of attempted hacking, embezzlement or any other risk of harm;
- on requests or instructions from authorised persons or competent authorities.

Lemon Way cannot be held responsible in any way for any damages resulting from these suspensions.

Upon the normal resumption of service, Lemon Way will make reasonable efforts to process pending Payment Transactions as soon as possible.

10.5 Objection to the security system

The Account Holder may present an objection by contacting Lemon Way by email at the following address: support@lemonway.com or by phone at: +33 1 48 18 19 30.

The security system is understood as any measure for securing Payment Transactions and/or access to the Account Holder's account via its customer area on the Partner Site, in accordance with the regulations in force.

A record number for this objection is created and is kept for 18 months. At the written request of the Account Holder and before the expiry of this period, Lemon Way will send him a copy of this objection.

Lemon Way cannot be held responsible for the consequences of an objection that does not emanate from the Account Holder. The request to make an objection shall be deemed made on the date of actual receipt of the request by Lemon Way or any person authorised by it for that purpose. In case of theft or fraudulent use, Lemon Way is

entitled to request a receipt or a copy of the complaint filed, from the Account Holder who undertakes to respond to it as soon as possible.

Lemon Way will block access to the Payment Account.

11. RESPONSIBILITIES

In accordance with article L. 133-22 of the French Monetary and Financial Code, Lemon Way is responsible, subject to articles L. 133-5 and L. 133-21 of the French Monetary and Financial Code, for the proper execution of the Payment Transaction with regard to the paying Account Holder until receipt of the funds by the Beneficiary's third-party PSP. When Lemon Way is responsible and at fault for a Payment Transaction that has been improperly executed, Lemon Way shall promptly return the amount to the Payer and restore the debited account to the position that it would have been if the poorly managed Payment Transaction had not taken place.

The Account Holder, acting for non-professional purposes, who wishes to dispute a Payment Transaction that was not authorised by him, must contact customer service in accordance with article 8 as soon as possible after becoming aware of the anomaly and no later than 13 months following the recording of the Payment Transaction. In case of using the security system, the unauthorised Payment Transactions made prior to notification of the objection are the responsibility of the Account Holder acting for non-professional purposes, up to a limit of 50 euros, in accordance with article L. 133-19 of the French Monetary and Financial Code. However, Lemon Way shall not incur liability in the event of fault by the Account Holder such as a voluntary failure or constituting serious negligence with respect to its obligations, sending the objection late or exercising bad faith. In case of



misappropriation of its data or counterfeiting, the losses resulting from the Payment Transactions made before the objection by the Account Holder acting for non-professional purposes shall be borne by Lemon Way, except in case of fault as defined above. Payment Transactions carried out after the objection of the Account Holder acting for non-professional purposes shall be borne by Lemon Way except in case of fraud.

Lemon Way is not entitled to cancel an irrevocable Payment Order at the request of the Account Holder.

In no event shall Lemon Way be liable for consequential damages, such as commercial harm, loss of clientele, any business disturbance, loss of profit, loss of brand image suffered by an Account Holder, or by a third party, which could result from the Payment Services provided by Lemon Way. Any action directed against an Account Holder by a third party shall be considered indirect damage, and therefore shall not give entitlement to compensation.

Unless otherwise provided in these terms & conditions or mandatory laws and without prejudice to other causes of exclusion or limitation of liability provided herein, Lemon Way shall not be held responsible in any way for any damage caused by a case of force major event or event beyond its control or any measure taken or legislation adopted by the French or foreign authorities. A case of *force majeure* or an event out of its control may consist of, but is not limited to: a power failure, fire or flood, a strike by its staff or one of its subcontractors or suppliers, malfunction of the inter-bank systems or payment by credit card malfunction, disturbance of public order, third-party negligence, as defined by case law and legal opinion, such as those responsible for the delivery of electricity, telecommunication or hosting services.

12. PROTECTION OF CLIENT FUNDS

Lemon Way will keep the available funds credited to the Account Holder's Payment Account at the end of the Business Day following the day when the funds have been received, in a client-money account opened with Lemon Way partner banks in accordance with article L. 522-17 of the French Monetary and Financial Code.

13. DEATH - INACTIVE PAYMENT ACCOUNT - PROXY

13.1 Death

In case of death of the Payment Account Holder, Lemon Way must be notified as soon as possible by the rights-holders or their representative. If this notice is given verbally, it must be confirmed in writing. Upon receipt of this written notice, Lemon Way shall ensure that no new Payment Transaction is executed and will close the Account.

If the Funds that Lemon Way holds in the name of the deceased is greater than the costs to close the account, the Beneficiaries may be refunded only in the event that they or their representative produce evidence, according to the applicable legislation, establishing the distribution of the estate and any other document that Lemon Way may deem necessary.

In the absence of transfer for any reason whatsoever, including the failure to produce relevant documents to Lemon Way, the provisions of article 13.2 of these terms & conditions shall apply to the Funds.

13.2 Inactive account

A Payment Account is deemed to be inactive if:

- i. a) the Payment Account has not been the subject of any Payment Transaction for a period of twelve months, except for



- debit entry by Lemon Way, taking into account all types of fees and commissions, and
- b) the Account Holder, its legal representative or the person authorised by the Account Holder has not come forward in any form whatsoever with Lemon Way; or
- ii. at the end of a period of twelve (12) months following the death of the Account Holder. The Account Holder and its successors are hereby informed of the consequences related thereto.

The money entered in the inactive Payment Account is deposited with the Caisse des Dépôts et Consignations at the end of a period of ten (10) years from the date of the last Payment Transaction, excluding the entry of debits by Lemon Way, taking into account all types of fees and commissions; except in the event of the death of the Account Holder where the money registered in the inactive Payment Account shall be deposited with the Caisse des Dépôts et Consignations after a period of three (3) years following the date of the Account Holder's death.

Fees will be charged for any reminder and notification sent by Lemon Way to the Account Holder or the Partner. In case of an inactive account and after Lemon Way has sent a reminder and notification, a management fee will be applied.

13.3 Power of attorney

The Account Holder may, under his sole responsibility, give a person the power to use his Payment Account to make the Payment Transactions as defined in the power of attorney. The power of attorney shall take effect only upon receipt and acceptance of the duly completed form by Lemon Way. The power of attorney will be notified by any means. It shall automatically cease upon the death of the Account Holder. It may be revoked at the initiative of the Account Holder who shall inform the

proxy and Lemon Way by registered letter with acknowledgment of receipt. The termination shall take effect on the date of receipt of the notice by Lemon Way. The Account Holder shall remain bound by the Payment Transactions initiated on his behalf until that date by the designated proxy.

The Account Holder expressly waives Lemon Way's professional secrecy with respect to the Payment Account data in respect of the proxy designated by the power of attorney.

14. INTELLECTUAL PROPERTY

No intellectual property rights relating to the use of the Payment Service or the services rendered by Lemon Way shall be transferred to the Account Holder under these terms & conditions.

The Account Holder undertakes not to infringe the rights held by Lemon Way, in particular by prohibiting any reproduction, or adaptation of all or part of the intellectual and material elements of Lemon Way and its accessories, and whatever the support, current and future.

Lemon Way has full and complete ownership of all the rights relating to the software used to carry out the Payment Services. They are part of its confidential information regardless of whether or not certain components may be protected in the current state of the law by an intellectual property right.

Lemon Way's software and, as applicable, its documentation, is recognised by the Account Holder as intellectual work that Lemon Way itself and the members of its staff undertake to consider as such by refraining from copying or reproducing said software and documentation, translating them into any other language, adapting them, distributing them for free or for a fee, or adding anything to them that does not conform to their specifications.



The brand “Lemon Way” is the property of Lemon Way. The Account Holder undertakes not to delete the mention of the “Lemon Way” brand on any item supplied or made available by Lemon Way, such as software, documentation or an advertising banner.

15. CONFIDENTIALITY

The Account Holder undertakes to adhere to the strictest confidentiality regarding all the techniques, commercial or of any other nature, of which he becomes aware as part of executing the Payment Service.

This confidentiality obligation will remain in effect for the duration of the subscription to the Payment Service and for three (3) years following the termination date of the Framework Agreement. This confidentiality obligation does not apply to information that is or becomes publicly available independently of the Account Holder.

The Parties acknowledge that the Payment Transactions are covered by professional secrecy pursuant to article L. 519-22 of the French Monetary and Financial Code.

16. COLLECTION AND PROCESSING OF PERSONAL DATA

In accordance with the General Data Protection Regulation adopted by the European Parliament on 14 April 2016, and the Data Protection Act of 6 January 1978, as amended, Lemon Way informs the Account Holder:

16.1 Identification of the data controller

Lemon Way SAS, registered office located at 8 rue du Sentier, 75002 Paris, France, Tel: + 33 (0)1 48 18 19 30.

16.2 Data Protection Officer

The Account Holder may contact the Data Protection Officer at the following e-mail address: dpo@lemonway.com and at the

following telephone number: + 33 (0)1 48 18 10 41.

16.3 Purposes of data processing

In the context of operation of the Site and the services provided by Lemon Way, the processing of personal data is intended to manage the customers, the creation and management of accounts, management of the contracts, management of cancellations, management of disputes, Website management, mailing, communications, the anti-money laundering and combating the financing of terrorism, marketing, KYC, development of statistics with the aim of improving the Lemon Way tools, the management of requests concerning the rights of people, implementation of the Partners, support management.

16.4 Nature of the data

Lemon Way directly and indirectly collects the following categories of data concerning its users:

- Civil status, identity, identification, etc.;
- Data relating to career (CV, schooling, vocational training, etc.);
- Economic and financial information (income, financial situation, tax situation, etc.);
- Connection data (IP addresses, event logs, etc.).

16.5 Source of the data

Lemon Way collects personal data directly through a contract, a legal obligation, the consent of the person or the legitimate interest of the company.

Lemon Way also collects personal data indirectly in order to comply with the anti-money laundering and anti-terrorist financing regulations.

16.6 Consent of the person

When the person has consented to having his personal data collected, the latter may withdraw his consent at any time. The Account Holder may withdraw his consent via the address dpo@lemonway.com.

Lemon Way informs that such withdrawal will result in the closing of the Account.

16.7 Legitimate interest in data processing

When Lemon Way collects and uses personal data based on the legitimate interest, the purpose is to prospect for customers and develop the number of its Partners.

16.8 Scoring

Scoring is only implemented in the context of the anti-money laundering and combating the financing of terrorism and the fight against fraud.

16.9 Recipients of the data

The recipients of the personal data are those employees authorised within Lemon Way, the supervisory authorities, the partners of Lemon Way and its subcontractors. Personal data may also be disclosed by application of a law, regulation or by a decision of a competent regulatory or judicial authority.

16.10 Duration of storing the data

The personal data collected by Lemon Way shall be kept for the time necessary for the purpose for which it is processed. Beyond this storage period, the data becomes intermediate archives or is made anonymous and kept for statistical and historical purposes.

Purges concerning personal data are set up to verify the effective deletion as long as the storage or archiving period necessary for

fulfilling the specified or imposed purposes is achieved.

16.11 Rights of persons

In accordance with the provisions in force, the Account Holder has rights regarding his personal data, which he can exercise by writing to the DPO at postal address mentioned in point 16.1 or sending an email to dpo@lemonway.com.

Ø Right of access

The Account Holder has the right to access the personal data concerning him. However, for security and confidentiality reasons, the request can only be processed if the Account Holder provides proof of his identity.

Lemon Way can object to or bill for clearly abusive requests (large number of requests, requests of a repetitive or systematic nature).

Ø Right of rectification

The Account Holder has the right to request rectification of his personal data when it is inaccurate, erroneous, incomplete or obsolete.

Ø Right to limitation

The Account Holder has the right to request limitation of his personal data. When the right to limitation is requested, Lemon Way will only be able to store the data. No other operation shall take place.

Ø Right to portability

The Account Holder reserves the right to request that the personal data that he has provided to Lemon Way be returned to him in a structured, commonly used and machine-readable format for transmission to another data controller. This right can only be used if the data processing is based on the consent of the person concerned or based on a contract.

Ø *Right of objection*

The Account Holder may object to the use of his data in two situations:

- For legitimate reasons;
- In cases of using the data collected for commercial purposes.

Ø *Right to deletion*

The Account Holder has the right to request that his data be deleted as soon as possible if one of the reasons of paragraph 1 of article 17 of the General Data Protection Regulation applies.

If the Account Holder's data has been passed on to other entities, the "right to be forgotten" mechanism shall be activated: Lemon Way shall take all reasonable steps to inform the other entities that the data subject has requested the deletion of any link to his personal data, or any copy or reproduction thereof.

Ø *Post-mortem right*

The Account Holder has the right to define guidelines concerning the personal data of the Account Holder after his death. If necessary, the Account Holder's heirs may require that the death be taken into account or that updates be made.

16.12 Response time

Lemon Way undertakes to respond to requests for personal access data or the exercise of a right within one (1) month from receipt of the request.

16.13 Data transfer

Lemon Way uses authorised service providers located in the European Union.

In the event of transfer to a third country, Lemon Way shall comply with the General Data Protection Regulation by using partners or subcontractors providing adequate safeguards through a suitable

procedure, standard contractual clauses or internal corporate rules.

16.14 French National Data Protection Agency (CNIL)

If the Account Holder considers that Lemon Way is not complying with its obligations under the French Data Protection Act and the General Data Protection Regulation, the account holder may lodge a complaint or a request with the competent authority. As Lemon Way's head office is located in France, the competent authority is the *National Commission Informatique et Libertés* (French National Data Protection Agency). The Account Holder has the right to contact the French National Data Protection Agency electronically via the following link: <https://www.cnil.fr/fr/plaintes/internet>.

17. AGREEMENT ON EVIDENCE

Communications made via e-mail are modes of communication validly admitted as evidence by the Account Holder and Lemon Way.

All information stored in Lemon Way's computer databases relating to Payment Orders and Payment Transactions, has, unless proven otherwise, the same probative value as a written document in paper form, both with regard to its content as regards the date and time when the information is made and/or received. This unalterable, safe and reliable tracking is engraved and stored in Lemon Way's computer systems.

The Lemon Way documents reproducing this information, as well as the copies or reproductions of documents produced by Lemon Way have the same probative value as the original, until proven otherwise.

18. BLOCKING AND FREEZING OF THE ACCOUNT

18.1 Blocking the Payment Account

The temporary and immediate suspension of a Payment Account may be declared by Lemon Way for any reason, at the discretion of Lemon Way, and in particular:

- If the Account Holder has not complied with the provisions of the Framework Agreement;
- If the Account Holder has provided Lemon Way with inaccurate, outdated or incomplete identification data;
- In the event of a significantly increased risk of incapacity by the Account Holder to fulfil his payment obligation;
- In case of receipt by Lemon Way of a large number of refunds, non-payments, cancellation of Orders or disputes for unauthorised Payment Transactions.

The Account Holder shall be notified of this decision by any means. Since suspension of the Payment Account is intended to protect the Account Holder, it shall not in any case give rise to the payment of damages to the latter.

Reactivation of the Payment Account will be at Lemon Way's discretion, based on additional information or documents which may be requested.

Depending on the seriousness of the breach of the Framework Agreement and, in particular, if the Payment Account is used for illicit purposes or contrary to common decency, Lemon Way reserves the right to terminate the Framework Agreement in accordance with the provisions of article 19.

Lemon Way reserves the right to apply penalties and management fees to the Account Holder and claim damages from the Account Holder.

18.2 Freezing of the Payment Account

In application of the screening measures used by Lemon Way (based in particular on the internal sanctions and politically exposed persons lists), a Payment Account may be frozen immediately by Lemon Way in case of risk of fraud, money laundering or financing of terrorism or risk that may affect the security of the Payment Account.

The Payment Account may be unfrozen after complete due diligence of Lemon Way's AML-CFT team, and the funds shall be handled in accordance with the measures provided by the French Treasury Department.

19. TERMINATION OF THE FRAMEWORK AGREEMENT

The Account Holder may terminate the Framework Agreement *ipso jure* which will entail closing his Payment Account by any means after complying with a (1) one-month notice period. The Account Holder must maintain sufficient Funds to ensure successful completion of the pending Payment Transactions during the time necessary for settling them and payment of the fees owed by the Account Holder.

Lemon Way may automatically terminate the Framework Agreement which will entail closing the Payment Account by registered letter with acknowledgment of receipt following a (2) two-month notice period.

In the event of a serious breach by a Party, the Framework Agreement may be terminated with immediate effect. Serious breach by the Account Holder is understood as: communication of false information; exercise of unlawful activity, contrary to common decency, money laundering or terrorist financing; threats against Lemon Way's employees or the Partner's employees; failure to pay; breach of an obligation by the Account Holder hereunder; termination of the relationship between the Account Holder and the



Partner; over-indebtedness or, for legal entities, appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings. Serious breach by Lemon Way is understood as: communication of false information; breach of an obligation hereunder; appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings.

In the event of a change in the applicable regulations and the interpretation made thereof by the relevant regulatory authority, affecting the capacity of Lemon Way or its employees to execute the Payment Transactions, the Framework Agreement will automatically be terminated.

The Account Holder will no longer be able to send a Payment Order as of the effective date of the termination. The Account may be kept open for a period of 13 months to cover any disputes and subsequent claims. Payment Transactions initiated before the effective date of termination will not be affected by the request for termination and must be executed under the terms of the Framework Agreement.

The termination of the Framework Agreement shall result in the definitive closure of the Payment Account. Closing a Payment Account may not give rise to any compensation, whatever may be the damage caused by the closing of this Payment Account. Unless expressly agreed by Lemon Way, the Account Holder whose Account has been closed by Lemon Way is not authorised to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately terminated by Lemon Way without notice.

The Funds on the Payment Account object of the closure will be entitled to a transfer payable to the Account Holder of said account, according to the instructions of the latter and subject to (i) the pending Payment

Transactions and any subsequent non-payments, bank refusals or objections and (ii) the regulation applicable to frozen assets as provided by the French Treasury Department. If a successor is appointed by Lemon Way, the Account Holder might be asked to close his Payment Account and transfer the Funds to a new payment account opened in the books of the institution appointed as the successor.

Lemon Way reserves the right to claim compensation from the court for damages it may have suffered as a result of the violation of the Framework Agreement. The closing of the Payment Account may give rise to costs within the limits of article L. 314-13 of the French Monetary and Financial Code.

20. AMENDMENT TO THE FRAMEWORK AGREEMENT

The provisions of the Framework Agreement may be amended or supplemented at any time, in particular with a view to complying with any legislative, regulatory, jurisprudential or technological developments.

Any proposed amendment to the Framework Agreement shall be communicated to the Account Holder in writing on paper or on another durable medium no later than two (2) months before the proposed effective date for its entry into force.

In the absence of a written objection by registered letter with acknowledgment of receipt sent to Lemon Way by the Account Holder before the expiry of this two-month period, the latter shall be deemed to have accepted these amendments. In case of refusal of the proposed amendment, the Account Holder may terminate the Framework Agreement free of charge upon written request, before the proposed effective date of said amendment. Said request shall not affect all the debits (fees,

contributions, payment) for which the Account Holder remains liable.

21. GENERAL INFORMATION

Should administrative formalities be necessary for the execution of this Framework Agreement, Lemon Way and the Account Holder shall provide each other mutual assistance for the regularisation of these formalities.

If any of the non-substantive provisions of the Framework Agreement are void under a legal rule in force, it shall be deemed unwritten, but will not invalidate this Framework Agreement.

The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to herein shall not be construed, for the future, as a waiver of the obligation in question.

In the event of conflict of interpretation between any of the titles and any of the clauses of the terms & conditions, the titles shall not be taken into account.

This Framework Agreement has been drafted in French and English, and then translated in other languages for information purposes only. In the event of a conflict of interpretation, the French and English versions of the Framework Agreement shall prevail on any other existing translation.

22. APPLICABLE LAW AND JURISDICTION

This Framework Agreement is governed by French law.

Unless otherwise required by law, any dispute relating to the performance, interpretation or validity of this Framework Agreement shall be brought before the competent courts and tribunals, and otherwise, before those of Paris.