

GENERAL CONDITIONS OF SERVICE DELIVERY

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General terms and conditions for the services provided by Finexkap and Finexkap AM (collectively, the "Finexkap Group") in relation to the Finexpay product.

Article 1. Preamble

The site is a platform offering the possibility to legal entities and self-employed persons meeting the financial and extra-financial criteria set by the Finexkap group and periodically verified by it, to access, from their customer account, cash flow financing solutions offered by the refinancing vehicles managed or advised by Finexkap AM.

Working capital financing operations are therefore proposed and carried out in the name and on behalf of the refinancing vehicles managed or advised by Finexkap AM. All the information accessible on the website is presented in French. The customer acknowledges that the use of his personal space on the site requires the respect of all the instructions for use defined within the present document and ensures that they are respected. The client acknowledges that he has

all the technical skills required to access and use this site normally and to access and use his personal space. The customer declares that he has full legal capacity to enter into commitments under these general terms and conditions for the provision of services and, where necessary, that he has given the natural person carrying out the financing operations the necessary authority. The client may only benefit from the services offered to him on this site subject to his acceptance of these general terms and conditions for the provision of services. The customer declares having obtained from the Finexkap group all the necessary information regarding the services offered and adheres without reserve to the present general conditions of service provision.

The customer acknowledges and agrees that acceptance of these terms and conditions does not require a handwritten signature and that electronic acceptance constitutes proof that the customer has read and is aware of these terms and conditions and that it constitutes acceptance of these terms and conditions.

The website accessible at www.finexpay.com (hereinafter referred to as "the site") is the property of the company Finexkap SAS, a simplified joint stock company under French law registered in the Paris Trade and Companies Register under the number 788 592 889, with a share capital of 1,386,384 euros, whose intra-community VAT number is FR89 788 592 889 and whose registered office is located at 9/ 13, rue de Charenton, 75012 Paris - France (hereinafter referred to as "Finexkap"). Cash financing transactions are carried out by refinancing vehicles managed or advised by Finexkap AM SAS, a simplified joint stock company under French law, whose registered office is located at 9/ 13, rue de Charenton, 75012 Paris - France, registered with the Paris Trade and Companies Register under number 802 023 432, with a share capital of 5,501,000 euros. 5,501,000 (hereinafter referred to as "Finexkap AM"). Finexkap AM is a portfolio management company approved by the Autorité des marchés financiers under number GP-14000044 (<http://www.amf-france.org>).

Article 2. Definition

- "customer": generally speaking, any natural or legal person legitimately connected to the personal space;

- “access code”: password and identifier intended to identify the customer with regard to the operations he carries out in his personal space.
- “dashboard”: a dashboard of financing operations in the process of validation or in progress, as well as the history of past operations, which the client can access in his personal space;
- “personal space»: environment accessible via the Internet to the customer holder of an account who has chosen to benefit from the services offered by Finexkap and whose access is authorized by the latter;
 - « website »: electronic platform accessible at www.finexkap.com and published by Finexkap;
- “Finexkap vehicle”: refinancing vehicle managed or advised by Finexkap AM and whose role is to offer cash flow financing solutions.

Article 3. Object

The purpose of these general conditions is to define the conditions of access and use by the customer of the services offered by Finexkap and accessible from the personal space.

Article 4. Documents and declarations

The contractual documents and declarations that are binding on the client are all the documents, declarations and guarantees that the client has provided for each financing transaction, including these general terms and conditions for the provision of services and the contractual documentation relating to the financings.

Article 5. Enforceability - Entry into force

The present general terms and conditions for the provision of services are enforceable against the client as soon as they are accepted by the latter when registering in the personal space of the site.

In all cases, on the date of the first use of the personal space by the client, the general terms and conditions are deemed read and applicable.

The Finexkap group reserves the right to make any changes to the present conditions that it deems necessary and useful.

The present conditions are opposable during the entire period of use of the personal space and until new general conditions replace the present ones.

The Finexkap group undertakes to communicate to the customer the new general conditions of service provision.

Any use of the personal space by the customer after the modifications of the general terms and conditions implies acceptance by the customer of the new general terms and conditions.

The general conditions appearing online on the site prevail over any printed version of previous date.

The customer may at any time renounce the use of the services offered and the personal space but remains responsible for any previous use.

Article 6. Access to personal space

6.1 Terms and conditions

The customer is informed that the site and the personal space are provided on the basis of a service

The information is "state of the art" and accessible according to their availability, 24 hours a day

and 7 days a week, except in cases of force majeure, computer difficulties, difficulties related to telecommunications networks or other technical difficulties.

In case of interruption or impossibility to use the personal space, the customer can always contact the Finexkap group's customer service for information, by email at info@finexpay.com.

Access to the site and subscription to the personal space are free of charge, excluding (i) the price charged by Internet access providers and (ii) the cost of telephone calls which are billed directly by operators to users.

The Finexkap group reserves the right, without notice or compensation, to temporarily or permanently close the customer's personal space or access to a service in order to carry out an update, modifications or changes to operational methods, servers and hours of accessibility, without this list being exhaustive. The Finexkap group will endeavour to inform users and customers in advance.

The Finexkap group reserves the right to complete or modify, at any time, its remote services and personal space according to the evolution of technology.

It is up to the customer to take care of the possibilities of evolution of the computing and transmission means at his disposal so that these means can be adapted to the evolutions of the personal space and the remote services offered by the Finexkap group.

The Finexkap group cannot be held responsible for the impossibility to access the site and the personal space.

The subscription to the personal space requires that the customer has an internet subscription with an access provider of his choice.

6.2 Creating a customer account

The creation of an account on the personal space requires that the user has previously met the eligibility criteria of the Finexkap group.

The eligibility of a user to the services provided by the Finexkap group is determined from his Siren number or equivalent depending on the country concerned within the European Economic Area.

Eligibility for the services provided by the Finexkap group is subject to compliance with the following three cumulative criteria:

- to be a validly constituted legal entity, a self-employed person, a craftsman, a trader or a liberal profession ;
- not be the subject of collective proceedings;
- meet the financial and extra-financial criteria set by the Finexkap group and periodically audited by it.

In the event that the eligibility test proves negative, the procedure for creating a customer account is interrupted.

In the event that the eligibility test is positive, the procedure for creating a customer account continues.

When filling in the account creation form, the customer is prompted to enter valid information, choose a password and provide an email address. This email address must be confirmed by the customer before any financing operation.

It is the customer's responsibility to ensure that he alone has access to the email containing the

confirmation link for his customer account.

The customer is then invited to answer a set of questions and download documents by following the process proposed on the site.

The purpose of this information is to ensure the identity of the user and, for legal entities, the identity of the legal representative, in the event that the user creating the account is not the legal representative of the legal entity concerned.

The personal space is accessible by the customer after creating his account.

The services provided by the Finexkap group are accessible by the customer after confirmation by the customer of the information provided.

After validation by the customer of the information provided during the creation of his account, the account becomes active.

6.3 Access codes

Access to the personal area is only possible after identification of the customer by means of his email address and password.

As soon as the access codes are recognised, the customer benefits from a secure access.

If the customer forgets his password, he can request it via an active link on the identification page.

The customer has the possibility to change his password at any time via an active link available in his personal space.

The customer is solely responsible for the preservation and confidentiality of his password and, consequently, for the consequences of involuntary disclosure to anyone.

Any use of the personal space using the password assigned to the client is presumed to emanate exclusively from the client.

No operation can be carried out without these access codes. Access codes are personal and confidential.

The customer has the obligation to notify the Finexkap Group without delay of any compromise of the confidentiality of his password or any use by a third party of which he is aware.

The customer can neutralize at any time the functions related to the use of the access codes by simply calling the customer service during opening hours and days or via the website.

The return to service of the functions concerned can be obtained by contacting the Finexkap group customer service.

As from the reception of the neutralization request, the Finexkap group will proceed within two (2) working days at the latest to the deletion of the password allowing access to the personal space.

A new password will then be communicated to the customer by sending an email.

6.4 Suspension of the customer account

The customer is informed that tests to confirm the continued eligibility of the customer to the services provided by the Finexkap group are performed daily.

If, at any time, all or part of the criteria are no longer met, the client is informed and accepts that his account will be suspended until all criteria are met again.

Subject to the provisions of the Client Account Termination section, suspension of the Client Account does not result in the termination of the Client Account so that if the Client can no longer apply for new financing during this period, the Client will nevertheless continue to have access to the dashboard to view and manage transactions entered into prior to the suspension.

6.5 Termination of the customer account

6.5.1 By the client

The customer can make a request for termination of his personal space at any time, at no cost other than those related to the transmission of his request, and without any reason, and this by email to the contact address on the site.

The Finexkap group reserves the right to refuse a cancellation request with regard to past but not completed financing operations, especially in cases where financing is still alive or in a collection process.

Termination will only be effective when all financing granted has been fully recovered, including any associated late payment penalties.

6.5.2 By Finexkap

The Finexkap group reserves the right to terminate the customer's account, without the customer being able to claim any compensation of any kind, in the following cases:

- the customer has not complied with these terms and conditions and this despite the sending to the customer of an email, eight (8) working days before the account closure, asking him to comply with these terms and conditions;
- the client account has remained inactive or suspended for more than six (6) consecutive months;
- the client's representations and warranties have been found to be false or inaccurate;
- the client is subject to judicial liquidation or receivership proceedings.

A customer whose account has been terminated by the Finexkap Group may no longer request the creation of an account after such termination, except in the case where such termination has been made following a suspension or non-use of the account for more than six (6) consecutive months.

6.6 Customer notifications

For security reasons, the customer is informed that certain notifications will necessarily be sent by SMS and/or email, as the case may be. In particular, the identifiers allowing him/her to sign online will be sent to him/her by SMS.

6.7 Changing account settings

At any time, the customer can modify the parameters of his or her account from his or her personal space, it being specified, however, that certain parameters, in particular his or her mobile phone number, the email address attached to his or her account or any document proving the identity of the customer or his or her representatives, must be the subject of a request to customer service.

Article 7. Financing operations

7.1 Terms and conditions

Once the customer has registered, he has the possibility to access the financing solutions offered by the Finexkap group in the name and on behalf of Finexkap vehicles.

To do so, the customer must then communicate to Finexkap all the information, documents, authorizations, declarations and guarantees that are requested.

In order to improve the processing of his request by the Finexkap group, the customer could also be invited to provide additional information and documents.

The customer undertakes to provide the Finexkap group, in a timely manner, with all information, documents, authorizations, declarations and guarantees of any nature that may be requested from it in the context of the financing process. All the information, documents, authorizations, declarations and guarantees communicated by the customer are deemed to be accurate and in conformity and not to have undergone any modification or alteration in relation to the state in which they are provided to the Finexkap group.

On the basis of the information, documents, authorizations, representations and warranties provided by the customer, the Finexkap group studies the customer's request and informs him/her of the acceptance or refusal of the Finexkap vehicle to offer him/her financing solutions.

At any time, including after the financing, the Finexkap vehicle concerned will be entitled to ask the customer for any information reasonably necessary for management and collection. The customer undertakes to provide any information so requested as soon as possible.

The customer has access on his personal space to any contractual document signed under the financing operations.

7.2 Non-compliance

If it appears, after it has been handed over, that any information, document, authorisation, declaration or guarantee provided to the Finexkap group in the name and on behalf of the Finexkap vehicle concerned is inaccurate or is no longer valid, the customer undertakes to inform customer service as soon as possible and at the latest within five (5) working days after becoming aware of it.

Article 8. Security

The site and, more specifically, the personal space is an automated data processing system. Any fraudulent access to the latter is prohibited and punishable by law.

The Finexkap group makes its best efforts, in accordance with the rules of art, to secure the personal space in view of the complexity of the Internet. It cannot guarantee absolute security.

The customer declares to accept the characteristics and limits of the internet.

He acknowledges that he is aware of the nature of the Internet network, and in particular, its technical performance and response times for consulting, querying or transferring information data.

The customer must inform the Finexkap group of any failure of his personal space.

The customer is aware that the data circulating on the internet are not necessarily protected, in particular against possible misappropriation.

The customer agrees to take all appropriate measures in order to protect his own data and/or software from contamination by possible viruses on the Internet network.

Article 9. Technical assistance

The Finexkap group provides the customer with a customer service department able to answer all the information necessary for the use of the services offered.

The customer can reach the customer service by email at info@finexpay.com.

Article 10. Responsibility

The customer undertakes to use the personal space and the information to which he would have access only under the conditions defined by the Finexkap group.

The customer undertakes not to disturb the use that other customers of the site could make and not to access the personal spaces of third parties.

The customer undertakes not to commit any act that could jeopardize the computer security of the Finexkap group or other customers.

The customer undertakes not to interfere or interrupt the normal operation of the personal space.

The customer will not be able to make the Finexkap group responsible for any delay in the information that will be given to him.

The customer undertakes to indemnify the companies Finexkap and Finexkap AM, their affiliates and their respective directors, employees and other agents, in case of complaint, action, lawsuit, condemnation of the latter resulting from the customer's non-compliance with the general terms and conditions.

The customer undertakes towards the Finexkap group to notify it of any change relating to the parameters of his account as well as to any information provided during the use of the site and acknowledges that, failing this, he will remain solely responsible for the consequences of any nature whatsoever that may result.

Given the diversity of data sources concerning the customer, the methods of their consultation and the deadlines for their transmission, the Finexkap group will do its utmost to guarantee the general quality of the information disseminated and its relevance.

The Finexkap group will make every effort to carry out the operations for which it is responsible relating to the personal space in accordance with the rules of art.

The Finexkap group cannot be held responsible for the quality of the service, the service being offered "as is".

The Finexkap group cannot be held responsible for any disruption in the use of the personal space.

The Finexkap group cannot be held responsible in case of temporary or total unavailability of all or part of the access to the personal space, of a difficulty related to the response time, and generally speaking, of any performance defect.

The Finexkap group cannot be held responsible for breaches of computer security, which may cause damage to customers' computer equipment and data.

The Finexkap group cannot be held responsible in case of fraudulent or abusive use or due to a voluntary or involuntary disclosure to anyone of the access codes entrusted to the customer.

Except in case of proven fault or negligence of Finexkap or Finexkap AM, Finexkap or Finexkap AM, as the case may be, cannot be held responsible for any breach of confidentiality of the customer's personal data resulting from his access codes by a third party.

The Finexkap group cannot be held responsible for the violation of these terms and conditions by another user and/or customer.

The Finexkap group cannot be held responsible in case of direct or indirect damages resulting from the use of the services offered.

The Finexkap group cannot be held responsible for the infringement of the rights of users and/or customers in general.

Article 11. Intellectual property

The present general conditions do not imply any transfer of any kind of intellectual property rights on the elements belonging to the Finexkap group to the benefit of the customer.

The content of the site, the general structure as well as the software, texts, images, animated or not, photographs, its know-how and all other elements composing the site are the exclusive property of the Finexkap group, or of third parties who have granted it a license.

The customer is prohibited from modifying, copying, reproducing, downloading, distributing, transmitting, commercially exploiting and/or distributing in any way whatsoever the

services, the pages of the site, or the computer codes of the elements composing the services and the site.

Any reproduction and/or representation, total or partial of one of these rights, without the express authorization of the Finexkap group, is prohibited and would constitute an infringement likely to engage the civil and penal liability of the counterfeiter.

Consequently, the customer is prohibited from any action and any act likely to infringe directly or not the Finexkap group's intellectual property rights.

The Finexkap group grants the customer a private, non-collective and non-exclusive right of use on the content of the site. This right of use includes the right to reproduce for storage for the purpose of representation on a single-user screen and reproduction for printing on paper. Any networking, any redistribution, in any form, even partial, is therefore prohibited. This right is personal, it is reserved for the exclusive use of the user. It is not transferable in any way.

The customer commits himself consequently to :

- download the content of the site on his computer only for personal use and limited in time;
- print on paper the downloaded pages of the site only on the condition that the said copies are strictly limited to personal use.

The same applies to any databases appearing on the site which are protected by the articles of the Intellectual Property Code.

The distinctive signs of the Finexkap group and its partners, such as domain names, trademarks, names and logos appearing on the site are protected by the Intellectual Property Code.

Any total or partial reproduction of these distinctive signs made from elements of the site without the express authorization of the Finexkap group is therefore prohibited, within the meaning of the Code of intellectual property.

Article 12. Hyperlinks

The Finexkap group reserves the right to set up hyperlinks on the site giving access to web pages other than those on the site.

The hyperlinks set up within the framework of the site towards other resources present on the Internet network, and in particular towards the partners of the Finexkap group, have been the subject of a prior, written and express authorization.

Customers are formally informed that the sites to which they can access via hypertext links do not belong to the Finexkap group.

The Finexkap group cannot be responsible for the access by the customers via the hypertext links set up within the framework of the site towards other resources present on

the Internet network, nor of the content of the information provided on these sites as part of the activation of the hyperlink.

The customer may not set up a hyperlink to the site without the express prior authorization of the Finexkap group.

Under no circumstances can this authorization be qualified as an implicit affiliation agreement.

In any case, the hypertext links to the site must be removed at the first request of the Finexkap group.

Article 13. Personal data

Finexkap and Finexkap AM, as data controllers, co-controllers or subcontractors, as the case may be, implement personal data processing including data on the customer and other third parties concerned by the services offered on the site.

The purpose of such processing is to

- the management of the pre-contractual measures requested;
- the administrative management of the contractual relationship;
- the management of payment collections, direct debits and transfers;
- the management of complaints;
- the management of litigation and recovery;
- management of statistics and reporting;
- the management of technical and organisational measures guaranteeing compliance with security constraints;
- the implementation of the rights of data subjects under the personal data regulations.

The legal bases of these processing operations are the necessary character for the execution of a contract or the execution of pre-contractual measures taken at the request of the customer, the respect of legal and regulatory obligations, and the legitimate interests pursued by Finexkap and Finexkap AM (management of statistics in particular).

The information collected during the execution of any contract signed by the customer within the framework of the use of the site, the execution of pre-contractual measures or the respect of legal and regulatory obligations of Finexkap AM, is mandatory. In the absence of communication of this information, the client's request cannot be examined or its analysis will be delayed.

The information communicated by the customer, as well as any subsequent information concerning the customer, is intended for Finexkap and Finexkap AM's authorized personnel who are bound by an obligation of confidentiality, as well as for the possible business partners and subcontractors intervening at the request of Finexkap or Finexkap AM (located in Europe

or outside Europe including the United States). The information communicated by the customer may also be communicated to a custodian in Switzerland as well as to investors located in the European Economic Area, China, Russia, the United States and Canada, in India and Japan for reporting purposes. Transfers of information to these countries are governed by confidentiality guarantees contractually provided for with the investors concerned. The client may obtain information on the guarantees taken by contacting the Data Protection Officer by email at the following address: rgpd@finexkap.com or by writing at the head office of Finexkap or Finexkap AM.

The customer's personal data is kept for variable periods of time depending on the purpose for which it was collected:

- personal data processed for the purpose of managing contractual relations
The duration of the contractual relationship plus the duration of the statutory provisions. The statutory limitation period is five (5) years from the end of the contract;
- personal data processed for accounting purposes: the current financial year, plus ten (10) years from the end of the financial year;
- personal data processed for the purpose of managing data protection rights: the entire duration of the processing of the request, i.e. one (1) month, with the exception of two (2) additional months, increased by the applicable limitation period(s).

Where required by regulation, these periods may be longer. In addition, it is specified that if personal data is collected for more than one purpose, it will be retained until the longest retention or archiving period has elapsed.

The customer has the right to access, query, rectify and delete information concerning him/her, to limit processing, to have data portability and to withdraw his/her consent. The client also has the right to formulate specific and general guidelines concerning the storage, deletion and communication of his post-mortem data. As far as general guidelines are concerned, they must be addressed to a third party to be designated by Decree.

The communication of specific post-mortem guidelines and the exercise of rights is made by means of a written request, accompanied by a copy of the client's signed identity document, to the following address: rgpd@finexkap.com or by mail to the registered office of Finexkap or Finexkap AM.

The customer has the right to object to the processing of personal data for the purpose of carrying out a task in the public interest, in the exercise of public authority or for the fulfilment of legitimate interests pursued by Finexkap and Finexkap AM, unless an overriding reason prevails. The customer also has the right to object to the processing of personal data for the purpose of commercial canvassing, including profiling for this purpose.

The customer may request to stop receiving emails at any time by clicking on the link provided for this purpose and inserted in the footer of each email sent to him or by request by sending a letter to the following address: rgpd@finexkap.com or by mail to the head office of Finexkap or Finexkap AM.

Finally, the customer has the right to file a complaint with the CNIL.

Article 14. Convention on evidence

Acceptance of the general terms and conditions and any contractual document by electronic means shall have the same evidential value between the parties as the agreement on paper.

The computerized registers stored in the computer systems will be kept under reasonable conditions of security and will be considered as evidence of the communications between the parties.

The archiving of contractual documents shall be carried out on a reliable and durable medium that can be produced as evidence.

Article 15. Traceability

During a visit to the site, cookies or cookies may be installed in the client's terminal.

The information relating to the use of cookies by the site, their management and their deletion by the customer is detailed in the cookie policy accessible by clicking on this [link](#).

Article 16. Good faith

The parties agree to perform their obligations in good faith.

Article 17. Sincerity

The parties declare the sincerity of these undertakings.

As such, they declare that they have no information to their knowledge which, had it been communicated, would have altered the consent of the other party.

Article 18. Titles

In the event of difficulties of interpretation resulting from a contradiction between any of the headings appearing at the beginning of the clauses and any of the clauses, the headings will be declared non-existent.

Article 19. Nullity

If one or more stipulations of these general terms and conditions are held to be invalid or declared as such in application of a law, a regulation or following a final decision of a competent court, the other stipulations will retain their full force and scope.

Article 20. Completeness

The present general terms and conditions, the general terms and conditions of use of the site and all the contractual documentation relating to financing express the entirety of the obligations of the parties.

Article 21. Applicable law and jurisdiction

This contract is governed by French law.

This is so for the substantive rules and the rules of form, notwithstanding the places of performance of the substantial or accessory obligations.

IN THE EVENT OF A DISPUTE ARISING IN CONNECTION WITH THE INTERPRETATION OR EXECUTION OF THESE GENERAL CONDITIONS, EXPRESS JURISDICTION IS ATTRIBUTED TO THE COMMERCIAL COURT OF PARIS, NOTWITHSTANDING PLURALITY OF DEFENDANTS OR APPEAL IN GUARANTEE, EVEN FOR EMERGENCY PROCEEDINGS OR FOR PROTECTIVE PROCEEDINGS, IN SUMMARY PROCEEDINGS OR BY PETITION.