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Terms and conditions

Of the Olky Pro account's Payment services

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1 DEFINITIONS

Unless expressly provided otherwise, the following terms and expressions, when used with capital initials, have the meanings assigned to them below:

Beneficiary: Natural or legal person who receives funds for the execution of one or more Payment Transactions**.**

Card: Debit or credit card issued by a financial institution, operable by one of the CB, Mastercard or Visa networks.

Link account: Account as defined in Article 7.

Olky Pro Payment Account or Olky Pro Account: Account opened by the Holder in OlkyPay books, used for the purpose of executing Payment Transactions. A unique IBAN account number is assigned by OlkyPay to each Olky Pro account.

Special Conditions: Document enabling the Holder to be identified and governing the specific operating procedures granted to him. The signature of the Special Conditions by the Holder constitutes unreserved acceptance of these T&Cs.

Counterparty: The Payer or Beneficiary of a Payment Order or Payment Transaction issued or received by the Account Holder.

Cancellation: Entry on the Olky Pro Payment Account noting the Rejection, Refusal, Transfer, Return or Refund of a Payment Transaction.

Payment date: Date on which the Payment Transaction is sent to the interbank clearing network.

Value date: Reference date used for the valuation of Payment Transactions.

Operation date (D): Reference date used by for the registration of Payment Transactions.

Security deposit: Amount paid by the Account Holder to OlkyPay as a guarantee for payment of the payment services.

Issuer: Means the company issuing the Bonds, the identity of which is indicated on the notice of the Bonds.

IBAN: International standard Bank Account Number (ISO 13616-1) used to identify bank accounts.

ICOP: Index of Complexity of Payment Orders as defined in Article 13.1.3

Holder ID: Combination of a unique user name and password assigned to any user designated by the Holder to connect to the SIO4 Platform.

Working day (WD): Working day within the meaning of the working days published annually by the CFONB committee «Market calendar in France» and which is not a legal and/or banking holiday in Luxembourg.

SDD Mandate: Authorization given by the Payer to the Account Holder to debit their account as part of an SDD (Sepa Direct Debit).

Account number: Combination of letters and numbers indicated by OlkyPay to the Holder, which the latter must provide to allow to be identified with certainty when using any means of remote communication, and in general, for all correspondence.

Bonds: Negotiable financial securities issued by the Issuer, the notice of which is made available to the Holder in a durable medium in the documentary management of the SIO4 Platform.

Olky Payment Service Provider SA : Olky Payment Service Provider SA: Société Anonyme, with a capital of EUR 2,271,111.00, having its registered office at 1, Op de Leemen, L-5846 Fentange,

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registered in the Luxembourg Trade and Companies Register under number B 165 776. Olky Payment Service Provider SA ("**OlkyPay**") is a payment institution with an establishment authorisation numbered 47/13 and issued by the Ministry of Finance. OlkyPay is authorised, subject to the prudential supervision of the Commission de Surveillance du Secteur Financier Luxembourgeois " C.S.S.F " and authorised to operate in France under the freedom of establishment by the Autorité de Contrôle et de Résolution Prudentielle " A.C.P.R " and in all Member States of the EU and the European Economic Area under the freedom to provide services.
Olky Payment Service Provider is registered with the CSSF under the number Z00000006 at the following url: https://edesk.apps.cssf.lu/search-entities/search

Olky Group : Refers to companies which are linked to OlkyPay and which, although legally independent, form a single economic unit because of close financial links between them or because they are under common management.

OlkyPay: Refers to the part of these T&Cs contractually related to the Holder.

If the Territoriality of the Olky Pro Account is Luxembourgish, OlkyPay designates the registered office of Olky Payment Service Provider SA registered at RCS Luxembourg under number B 165 776, located at : 1, Op de Leemen, L-5846 Fentange, Luxembourg.

If the Territoriality of the Olky Pro Account is French, OlkyPay designates the French branch of Olky Payment Service Provider SA registered at RCS Nanterre under number 793 115 320, located at : 64, rue Anatole France, 92300 Levallois-Perret, France.

Payment transaction: Execution of a Payment Order, consisting of paying, transferring or withdrawing funds.

Financing order: Multiple payment order given by the Account Holder to OlkyPay, the execution methods of which are set out in paragraph 10.5 of the T&Cs.

Payment order: Instruction from the Account Holder requesting the execution of one or more Payment Transactions regardless of any underlying obligation.

Payer: Natural or legal person whose account is debited as part of the execution of a Payment Transaction issued by the Holder.

SIO4 platform: OlkyPay IT platform or Web Banking allowing the Holder to manage his Olky Pro Account, to manage his Payers, his Beneficiaries, means of payment, to collect and execute Payment Orders. The Account Holder accesses the documents communicated to him by OlkyPay from the files entitled Documents and Reporting on the SIO4 platform.

Contact person(s): The natural person(s) authorised by the Holder to receive all communications from OlkyPay addressed to him/her. When the Holder is a natural person, this person is also a Contact Person.

Refusal: Refusal of payement by the Payer, communicated to his bank. This event occurs no later than Operation Date D.

Reject: Operation at the initiative of the Payer's bank which, in turn, rejects the payment. This event occurs no later than Operation Date D.

Refund: Refund requested by the Payer from his bank after the Transaction Date. Two hypotheses are possible:

a. Contestation of the Payer without the latter having to provide any justification for his request. This dispute can take place between D and D + 8 weeks.

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b. Contestation by the Payer for “unauthorized transaction”. Search for proof that can be done by the Payer's bank after 8 weeks (maximum 13 months) following the Transaction Date. This dispute can take place between D + 8 weeks and D + 13 months.

Representative: Legal representative of the Holder or any other person empowered to represent the Holder**.**

Cancellation (Revocation): Operation initiated by the Holder, to terminate a Payment Order which does not need to be, and which has not yet been the subject of a Payment Transaction. This event must occur before the Payment Date.

Return: Operation initiated by Payer's bank which, as a result, rejects payment (e.g. for lack of funds, closed account, etc.). This event can occur between D and D + 5 DAY.

SCT: Sepa Credit Transfer according to regulation (EU) n°260/2012.

SDD: Sepa Direct Debit according to regulation (UE) n°260/2012.

SEPA: Acronym for Single Euro Payments Area or Single Euro Payment Area.

Balance value: Difference between the amount of transactions recorded at the debit and credit value date of the Olky Pro Account since it was opened. The Balance value is said to be creditor (positive), when the total of its credits exceeds that of its debits, and debtor (negative) otherwise.

Available balance: Balance value less the amount of deductions for provision (i) for the risk of reversal of entry and (ii) for irregular use of the Olky Pro Account.

Transaction balance: Difference between the amount of transactions recorded on the Transaction Date debited and credited to the Olky Pro Account since it was opened. The Transaction balance of the transaction is said to be creditor (positive), when the total of its credits exceeds that of its debits, and debtor (negative) otherwise.

Durable support: Any tool allowing the Holder to store information that is personally addressed to him in such a way that the information can be consulted later for a suited period to their purpose and reproduced identically.

Territoriality of the Olky Pro account: Refers to the country where the Olky Pro account is considered to be held.

The territoriality of the Olky Pro Account is Luxembourgish if the IBAN of the Olky Pro Account assigned to the Holder begins with the two letters «LU».

The territoriality of the Olky Pro Account is French if the IBAN of the Olky Pro Account assigned to the Holder begins with the two letters «FR».

Third Parties linked to the Account Holder: Natural persons linked to the Holder, in particular when the Holder is a legal person (in which case the said Third Parties are the economic beneficiaries and the legal representatives, whether or not they are signatories).

TIP-SEPA: Payment instrument, according to the definition given by article L133-4 c) of the French Monetary and Financial Code and article 1.26) of the Luxembourg law of November 10, 2009, designed and developed by OlkyPay. It allows the transfer of funds from a Payer to a Beneficiary, reproducing the mechanism of the interbank payment instrument in the SEPA standard.

The TIP-SEPA is based on a mechanism defined in the T&Cs relating to this payment instrument and available at the address: https://cgu.tip-sepa.fr.

Account Holder or **Holder** : Party, natural or legal person, having contracted under the conditions defined in these T&Cs, and in this capacity having the rights allowing him to use the payment services provided by OlkyPay, and to operate the Olky Pro Account opened in his name in OlkyPay's books. The

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Account Holder is not a consumer and only uses OlkyPay's payment services for his commercial or professional activities.

SEPA zone: Single Euro Payments Area (SEPA), is a unified euro payment area establish by the member banks of the European Payments Council (EPC, European Payments Council).

2 PREAMBLE

OlkyPay offers the Account Holder a payment service offer governed by these payment service T&Cs, hereinafter referred to as «T&Cs».

To use the payment services, the Holder opens an Olky Pro Account in OlkyPay's books, and has access to the SIO4 platform allowing him to manage his Payers and Beneficiaries, and to execute his Payment Orders by SDD, SCT, TIP-SEPA and Cards.

The Account Holder's Payment Transactions are recorded by registration in their Olky Pro Account.

The rights and obligations of the Account Holder and of OlkyPay (hereinafter «The Parties») relating to the payment services provided by OlkyPay are governed and determined by these T&Cs, as well as by the Special Conditions.

3 OBJECT

The purpose of these T&Cs is to define the conditions under which OlkyPay provides payment services to the Holder. They apply to him without reservation as a user of the payment services provided by OlkyPay.

OlkyPay grants the Holder access to the SIO4 Platform and opens an Olky Pro Account for him under the terms and conditions described in these T&Cs.

The Account Holder may use OlkyPay's payment services as Beneficiary and/or Payer of the Payment Transaction underlying the Payment Order that he submits. He undertakes to use the payment services provided by OlkyPay in accordance with these T&Cs and, more generally, to comply with the laws and regulations of his country of residence as applicable to payment services. It is forbidden to use the services provided by OlkyPay to carry out Payment Transactions that would be in contradiction with the laws and regulations in force.

4 ENTERING INTO A RELATIONSHIP

Any entry into a relationship for the use of payment services provided by OlkyPay requires the Holder to open an Olky Pro Account and to provide prior communication of the elements determined in Article 5 of this document.

Throughout the duration of the Contract, the Holder undertakes to communicate to OlkyPay:

a. Any change of postal address, e-mail address, telephone number;

b. For legal persons, any modification affecting the economic beneficiary(ies), as well as any modification of the control or of the legal representatives of the legal person;

c. At OlkyPay's request and within six months of the end of the financial year, a copy of his tax return or his tax return, as the case may be.

d. More generally, to respect all laws and regulations applicable to its industrial sector.

By accepting these T&Cs, the Holder declares and guarantees that he is not acting on behalf of a third party, anonymous or not, but that he is acting in his own name and for on his behalf.

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Compliance with the tax laws applicable to the Holder, by virtue of his nationality or residence, is his sole responsibility.

By opening a payment account in OlkyPay's books, the Account Holder certifies that his tax obligations are in order and complies with the relevant legislation applicable to him. He undertakes to inform OlkyPay without delay of any failure in this matter.

OlkyPay Informs the Account Holder that, in application of agreements, legal provisions and other international and/or national regulations, their identity and the information held by OlkyPay in connection with their Olky Pro account may be transmitted, upon valid request, to the competent national or foreign authorities, including tax authorities.

OlkyPay cannot be held responsible in the event that the Account Holder does not comply with all of his obligations, in particular tax, or for direct or indirect damage that the Account Holder may suffer due to his legal and/or tax status.

5 INFORMATION OF THE HOLDER

5.1 Legal person

Unless otherwise expressly stipulated in the Special Conditions, the holder communicates to OlkyPay, prior to entering into a relationship:

a. A copy of the updated articles of association,

b. An updated extract from Trade and Companies Register (less than three months),

c. A copy of the identity document - on which appears the original signature - of the Representative(s) of the Holder,

d. A copy of an additional identity document (driving license, family record book, etc.),

e. A selfie of the legal representative, in the event of entering into a remote relationship,

f. The contact request form signed by the legal representative of the Holder,

g. The identification form of the economic beneficiary duly completed and signed by the Holder or his legal representative, if applicable,

h. The list of authorized signatories,

i. These T&Cs signed by the legal representative of the Holder,

j. The Account Holder authorizes OlkyPay to realize any control measure concerning the information transmitted, in real time or postponed. He undertakes to provide, within eight (8) days of the request, all information requested by OlkyPay, in accordance with the rules defined below in Article 6. In the absence of communication of the previously mentioned documents, the opening of the Account Olky Pro will not be validated.

5.2 Natural person

The holder communicates:

a. A copy of the identity document - with the original signature,

b. A copy of an additional identity document (driving license, etc.),

c. A selfie, in case of entering into a remote relationship,

d. Proof of address,

e. The contact request form signed by the Holder,

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f. These T&Cs with the Holder's signature.

The Account Holder authorizes OlkyPay to realize any control measure concerning the information transmitted, in real time or postponed. He undertakes to provide, within eight (8) days of the request, all information requested by OlkyPay, in accordance with the rules defined below in Article 5. In the absence of communication of the previously mentioned documents, the opening of the Account Olky Pro will not be validated.

6 VERIFICATION OF THE HOLDER'S INFORMATION

The use of the Payment Services provided by OlkyPay makes it necessary to verify the identity of the Account Holder and the documents required and submitted during the contact request.

For security reasons and compliance with its legal obligations, including the fight against money laundering, OlkyPay reserves the right to request additional and/or additional proof of identity, address at any time during the contractual relationship, and/or any other document that OlkyPay considers necessary.

The Account Holder undertakes to respond to these requests within eight (8) days of the request.

In addition, the Holder (legal entity) undertakes to spontaneously communicate to OlkyPay all information relating to a change of control or a change of economic beneficiary(ies) concerning him as well as any changes related to his legal representation or its legal situation (statutes, change of address, administrator or compulsory liquidation, etc.) within 48 hours of the occurrence of any event of this nature. Otherwise, any use after the date of occurrence of an event of this nature would constitute irregular use of the Olky Pro account.

7 LINK ACCOUNT

When opening the Olky Pro Account or throughout the duration of the relationship between the Parties, the Account Holder may communicate to OlkyPay the bank details (IBAN) of a deposit account opened in his name to serve as a Liaison Account.

The Liaison Account must be opened in a credit institution established in the European Union, operate in Euros, accept SCT transfers and SDD direct debits.

For the use of certain payment services including SDD direct debit, OlkyPay may require the communication of a Link Account and may suspend the payment services concerned until the IBAN (i) of the Link Account is receive, and (ii) proof that it is indeed an account opened in the name of the Holder.

7.1 Purpose of the Link Account

The purpose of this Liaison Account is:

7.1.1 For the Holder, to collect the amounts from his Olky Pro Account by an automatic financing process of the Olky Pro Account.

7.1.2 For OlkyPay, in the event of non-payment relating to one or more Payment Transactions, to withdraw an amount equivalent to the Debit Available Balance of the Olky Pro Account, if applicable and without prejudice to what is indicated in article 10.1.4 below. The Account Holder agrees and gives OlkyPay a recurring direct debit mandate in order to recover an amount equivalent to this debit balance in the event of unpaid debts relating to one or more Payment Transactions, in accordance with the rules defined in Article 10 below.

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7.1.3 In the absence of Payment Transactions carried out within 8 week period plus 10 Working Days, the Available Credit Balance of the Olky Pro Account is automatically transferred to the Link Account.

7.2 Automatic financing to the Link Account

Financing consists of transferring by SCT the Available Balance from the Olky Pro Account to the Link Account, this transfer being accomplished at a configurable frequency in an automated manner at 12.00 p.m.

The Holder can activate or deactivate the automatic financing of his Olky Pro Account at any time and choose the financing frequency from the following list of options: daily, weekly or monthly.

If the financing day is not a Working Day, it occurs on the first following Working Day.

7.3 Validation of the Link Account

OlkyPay implements a procedure for validating the "Link Account" according to the following process:

7.3.1 OlkyPay issues an SDD debit of 1.00 € debited from the Link Account and credits the Holder's Olky Pro Account as much if the SDD debit is honored.

7.3.2 The communication entered in the SDD direct debit formulation contains a 4-character code which the Holder must communicate to OlkyPay in accordance with the provisions of Article 19. This communication appears on the bank statement of the Holder's Link Account.

7.3.3 The Link Account is validated within 24 working hours after receipt by OlkyPay of the 4-character code present in the communication area of the SDD direct debit description.

8 VALIDATION OF THE OLKY PRO ACCOUNT OPENING

When entering into a relationship, it is sent to the Holder, at the e-mail address he provides, a copy, on a durable support, of these T&Cs and Special Conditions which will be signed by the Holder.

OlkyPay will only consider itself validly committed to providing its payment services to the Account Holder (i) by the signature of each of the Parties on the documents entitled T&Cs and Special Conditions and, where applicable, (ii) after payment of the requested Security Deposit.

8.1 Security deposit

8.1.1 OlkyPay may require the Account Holder to set up a Security Deposit to cover the risks of non-payment of its payment service invoices or/and, where applicable, to cover the risks of reversals of payment transactions.

8.1.2 The initial amount of the Security Deposit applicable when the Account Holder enters into a relationship with OlkyPay is indicated in the Special Conditions. Otherwise, the Security Deposit is set at 100 € (one hundred euros). OlkyPay may require a change in the amount of the Guarantee Deposit, upwards or downwards, if events concerning the operation of the Holder's Olky Pro account are likely to consider an increase or a decrease in the risk borne by OlkyPay.

8.1.3 The security deposit does not generate interest, it is kept by OlkyPay for the duration of the relations between the Parties. In the event of termination of these T&Cs, the Security Deposit is returned to the Holder after the disappearance of the risks borne by OlkyPay in connection with the use made by the Holder of the payment services.

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9 ASSIGNMENT OF A HOLDER ID

To the extent that the payment services offered and provided by OlkyPay are realized from the SIO4 platform, it is the responsibility of the Account Holder to have equipment, an internet browser compatible with the SIO4 platform and secure internet access to connect to the SIO4 Platform and benefit from all of its services.

The provision of these resources does not fall within the scope of the services provided by OlkyPay under this contract.

9.1 General case

After validating the connection, OlkyPay assigns the users designated by the Holder the required IDs in order to access the SIO4 Platform to use the payment services offered by OlkyPay.

The home page address and login details of the Holder are mentioned in the Special Conditions.

If Iban Express services are used, this information may be communicated to the Account Holder prior to the validation of the opening of the Olky Pro Account. The General Conditions of Iban Express are available at the following address: www.olky.eu/en/cgu/iban_express

9.2 Confidentiality - Security

The Holder ID transmitted to the Holder is for strictly personal use and may not be communicated or used for purposes other than for the Holder's own needs.

9.2.1 The Holder must not, under any circumstances, disclose or transmit his Holder ID to a third party and must ensure that it remains strictly confidential. He engages to take all reasonable measures to preserve its security and confidentiality, in particular by connecting to the SIO4 platform only through a secure and encrypted network. Connection to the SIO4 Platform from the Holder's equipment connected to an unsecured public network is prohibited.

9.2.2 The Account Holder engages to take all reasonable measures to preserve the security of the various means of access to OlkyPay's services, to ensure the strict confidentiality of the elements comprising his Account Holder ID, and, more generally, any code or password chosen by him and/or communicated by OlkyPay.

In the event of a breach of security, theft, loss or unauthorized disclosure of the Holder ID, the latter must immediately notify OlkyPay in accordance with the provisions of the communication between the parties referred to in Article 19. OlkyPay reserves the right to request the Account Holder to provide any evidence or/and submision of a complaint, where applicable.

The Holder will remain solely responsible for the unauthorized use of the SIO4 platform by means of his Holder ID until OlkyPay is informed by e-mail with a request for the confirmation of receipt.

9.2.3 The Holder expressly acknowledges that he is solely responsible for the use and conservation of his Holder ID allowing him access to the OlkyPay services that he undertakes to keep secret.

Therefore, the Holder assumes sole and full responsibility for the use of his Holder ID by a third party for the performance of all Payment Transactions made from his Olky Pro Account based on the previously mentioned information, unless otherwise provided by law.

The Account Holder expressly acknowledges that he is solely responsible for the preservation of his IT equipment.

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The Account Holder agrees to bear all losses resulting from fraudulent behavior on his part or in the event that he has not intentionally or through gross negligence fulfilling his obligations under this article.

9.2.4 No content appearing on OlkyPay's SIO4 platform may be transferred or communicated to a third party without the express written consent of OlkyPay with the exception of any person authorized to share professional secrecy under the law.

9.2.5 When accessing the SIO4 platform for the first time, the Account Holder is required to change the temporary password that was notified to him when opening his Olky Pro account. He must also activate strong authentication by following the instructions communicated to him. These security operations remain his sole responsibility.

10 OPERATION OF THE OLKY PRO ACCOUNT

10.1 Principles

10.1.1 The operation of the Olky Pro Account is governed exclusively by these T&Cs.

Payment Transactions are recorded as they are settled on the Olky Pro Account opened in the name of the Holder in OlkyPay's books.

10.1.2 The Holder's funds are protected by deposit in a block account held in the books of a credit institution at the end of the Working day following the day on which they were received by OlkyPay. The funds thus segregated do not form part of OlkyPay's own assets and are withdrawn, for the sole benefit of the Holder, from the appeal of all OlkyPay creditors.

10.1.3 In the context of normal operation, the Olky Pro Account cannot be debited. The Account Holder undertakes to maintain a sufficient provision in his Olky Pro Account so that his position remains on credit at all times, taking into account the Payment Orders to be executed, any cancellations of Payment Transactions, and the settlement of OlkyPay services.

OlkyPay reserves the right to refuse to execute any payment transaction as long as the available balance is not at least equal to the amount of the payment transaction in the event of a payment transaction to be debited from the Olky Pro account.

If the balance of the Holder's account shows a debit position, for any reason, OlkyPay will immediately issue a Payment Order allowing a withdrawal from the account communicated by the Holder when entering into the relationship or subsequently, if applicable, from the Holder's «Link Account», as part of a direct debit authorization that the Holder expressly grants to OlkyPay for this purpose and that he undertakes to maintain throughout the entire contractual relationship between the Parties and for a period of 14 months upon expiration thereof.

10.1.4 The Account Holder undertakes, in all cases, to compensate OlkyPay for any loss or damage resulting from such a situation of debtor position and in particular to pay him all the costs that this payment incident could cause.

10.2 Frequent operations

The Olky Pro Account records the following frequent transactions:

10.2.1 On credit, payment Transactions are performed for the benefit of the Account Holder:

i. SDD

ii. TIP-SEPA

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iii. Transfer (SCT or internal) received

iv. Electronic banking card acquisition by distance sales contract (VAD)

v. Electronic banking card acquisition by proximity contract (TPE)

10.2.2 At debit, the following is performed:

i. Transfer (SCT or internal) sent to a Beneficiary

ii. Cancellations of Payment Transactions

iii. Payment of service invoices issued by OlkyPay

iv. Transfer (SCT) sent to the Holder's Link bank account

v. Direct debit (SDD) received

vi. Payment of security deposits allocated to electronic payment equipment provided to the Holder

vii. Seizure of disputed or irregular transactions within the meaning of Article 12.3.

It is understood that all values credited to the Olky Pro Account are entered subject to their collection and with the option of reversal, within the time limits provided for in these T&Cs, following any Refusal, Rejection, Refund or Return.

10.3 Account statements

10.3.1 Entries made in the Olky Pro Account are subject of a monthly periodic statement made available to the Account Holder via the SIO4 Platform on Durable Support on the first working day following the end of the previous month. It is agreed that this provision constitutes for OlkyPay a request for approval of the entries which appear therein. As a result, the Account Holder must check his statements as soon as possible in order to report immediately any errors or omissions; the absence of a complaint, within one (1) month of the date on which the statement is made available, will be equivalent to the Holder's acceptance of the transactions registered in his Olky Pro Account.

10.3.2 The Account Holder undertakes to regularly check the accuracy of the Payment Transactions and to report any dispute. The dispute period is one (1) month from the Value Date of the relevant Payment Transaction, beyond which no dispute can be accepted.

10.4 TIP-SEPA

10.4.1 By express delegation of OlkyPay, the Account Holder who wishes to use this payment instrument undertakes to keep and archive in digital form the TIP-SEPA, on the basis of which Payment Transactions will be accomplished, payment by means of this payment instrument, for a period of fourteen (14) months from their receipt and for a period of fourteen (14) months from the termination of the relationship between the Parties, for whatever the reason.

10.4.2 The holder undertakes, at any time during the relationship between the Parties and at OlkyPay's request, to provided him, in digital form, the original copy of the TIP-SEPA signed by one or more identified Payers, as well as all those having given rise to a Payment Transaction, and this within 48 working hours from the reception of the request.

10.5 Financing order

10.5.1 The Olky Pro Account is only used for the execution of Payment Transactions. The Holder's funds received by OlkyPay for the provision of payment services do not constitute deposits or

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other refundable funds, so the Available Balance of the Olky Pro Account is not intended to remain permanently in credit.

10.5.2 By signing these T&Cs, the Holder gives OlkyPay a financing Order which consists of triggering each Working Day of a Payment Transaction having the underlying acquisition or disposal of Bonds. If the Account Holder entered into a relationship prior the availability of this service, it will only be activated after the seventh calendar day following the date on which the notice of the Bonds is made available.

10.5.3 The Financing Order is only executed if the following four conditions are met:

- (i) the Holder has not stopped the Financing Order;

- (ii) the Account Holder has not activated an automatic financing towards a Link Account in accordance with the provisions provided for in Article 7;

- (iii) the notification of the Bonds has been communicated to the Holder.

- (iv) the Territoriality of the Olky Pro account is not French.

10.5.4 The Holder may terminate the Financing Order at any time in his relationship by notifying OlkyPay of his decision according to the communication methods defined in Article 19. The termination is effective on the first Working Day following receipt of the notification made by the Holder. The Holder can also reactivate his Financing Order in the same way, with effect from the first Working Day following receipt of the notification.

10.5.5 Each Payment Transaction resulting from the execution of the Financing Order is automatically calculated in order to finance the Holder's Olky Pro account under the best possible conditions. For this purpose, the Financing Order has as its underlying (i) the acquisition by the Bonds' Holder from the Issuer when the Available Balance is in credit, or (ii) the sale to the Issuer of Bonds held by the Account Holder in order to be able to process their Payment Orders.

10.5.6 The Account Holder declares that he has read the Bonds notification when it has been made available to him and acknowledges that OlkyPay does not interfere in the relationships underlying the Payment Transactions which consist of acquiring or selling the bonds. The financing order is an optional service offered by OlkyPay to the Holder, who alone bears the risks inherent in the acquisition of the Bonds. The Parties expressly agree that OlkyPay cannot be held liable in the event of default by the Issuer.

10.5.7 The Holder accepts that OlkyPay provides the Issuer with the necessary information so that the latter can (i) automatically update his Bonds movement registers and (ii) calculate the interest to be paid to the Holder.

10.5.8 All Payment Transactions induced by the Financing Order are registered in a sub-account of the Olky Pro Account. To facilitate the readability of the Olky Pro Account statements, they do not reproduce the daily Bonds purchases/sales registered on this sub-account. The Account Holder may nevertheless obtain communication thereof by making a request to OlkyPay in accordance with the communication provisions between the parties mentioned in Article 19.

10.5.9 The number of Bonds acquired or sold is calculated daily to bring the Available Balance towards zero while still remaining in credit, depending on the value of the Bonds and the quantity available. When the number of Bonds available for purchase from the Issuer does not make it possible to fully finance the Available Balances of all Holders, an automatic distribution is made in proportion to the Available Balance of each Holder.

10.5.10 If the Holder has Bonds acquired through the execution of his Financing Order, their values are taken into account when calculating the Available balance, the Transaction balance and

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the Balance value returned to the Holder in order to simplify the reading of this information and to make the principle of automatic financing as clear as possible for the User.

10.5.11 The Account Holder does not bear any costs resulting from the execution of his Financing Order or from keeping the sub-account dedicated for this purpose.

10.5.12 When the Issuer has debts to the Holder regarding the holding of Bonds, it is paid to him on his Olky Pro Account.

11 PROCESSING OF PAYMENT ORDERS

11.1 SDD Mandat

11.1.1 The Account Holder must, where applicable, before executing a Payment Order for the performance of one or more SDD Payment Transactions, be the Beneficiary of a properly established SDD Mandate under the required legal conditions in the SEPA area.

Throughout the duration of the relationship between the Account Holder and OlkyPay, within these T&Cs, the Account Holder undertakes to keep and archive the SDD Mandates on the basis of which he has made payment Transactions through the services provided by OlkyPay.

11.1.2 He undertakes to provide a copy of the SDD Mandate(s) to OlkyPay's first request within a maximum period of 48 hours from this date. Otherwise, OlkyPay will be entitled to block all operations, even in progress, and to suspend the operation of the Olky Pro Account, and possibly to immediately terminate the relationship between the Parties. In such a case, OlkyPay may reduce the Available Balance by the amount of the Payment Transaction(s) underlying said SEPA Mandate.

11.1.3 OlkyPay reserves the right, at any time, to request from the Account Holder any information and/or documents enabling him to assess the nature of the relationship at the origin of the Payment Transaction. In the event that the Account Holder is unable to provide and/or does not provide OlkyPay with the requested items, OlkyPay may reduce the Available Balance by the amount of the transaction.

11.1.4 The obligation to keep and submit the SDD Mandate at the request of OlkyPay continues for a period of FOURTEEN (14) months after the date of the last use the SDD Mandate, including in the event of termination of the relations between the Holder and OlkyPay.

11.2 Transmission of payment orders

11.2.1 The transmission of a Payment Order by manual entry on the SIO4 Platform is subject to the use of a Holder ID allowing the transmission of a Payment Order created by an authorized user.

The Holder ID is communicated to the Holder when entering into a relationship and he must change it during the first connection to the SIO4 Platform.

In general, the Holder undertakes to ensure the safekeeping and confidentiality of all of his Holder ID access codes (username, password), avoiding any imprudence that could encourage their fraudulent use.

11.2.2 Any Payment Order initiated via a Holder ID (valid username and password) is considered to be initiated by the Holder, unless he has informed OlkyPay without delay of the theft and/or loss of his Holder ID, and opposed as indicated below.

11.2.3 In the event of misappropriation or unauthorized use of his Holder ID (username, password), the Holder must immediately inform OlkyPay in accordance with the provisions of

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communication between the parties referred to in Article 19. OlkyPay reserves the right to request the Holder for any evidence and explanation, as well as a copy of the complaint, if applicable.

11.2.4 Payment Orders can also be transmitted via Ebics protocol (optional service), via Web services (optional service) or via importing CSV files.

11.3 Reception of Orders and Payment Transactions

11.3.1 Payment Orders issued by the Account Holder are received 24/7, within the limits of the availability of the SIO4 platform and OlkyPay's services. Validly transmitted Payment Orders are broken down into Payment Transactions. This payment step takes place every Working Day according to the «deadlines» rules.

The deadlines are mentioned below:

Payment transaction	Interruption of reception of payment orders	Set-off date	Date of operation on the Olky Pro account
SCT issued	D 10h00	D	D
SDD issued	D-1 10h00	D-1	D+1
CB/ Visa/ MasterCard payment acquisition	D-1 18h00	D-1	D

11.3.2 Each Payment Transaction may be the subject of a request for supporting documents from OlkyPay. The date of operation on the Olky Pro account may be extended by the time necessary to collect and analyze the documents thus communicated by the Holder.

11.3.3 For all Payment Transactions issued at the initiative of the Holder, the beneficiary's identification information must be provided as accurately as possible. In particular, his name and address must be indicated and conform to the actual identity of the Beneficiary. Therefore, it is his responsibility to correctly complete the information of the Beneficiaries or Payers before executing payment orders.

11.3.4 For SCTs received, the information communicated by the director folder must correspond to the identity of the Holder of the Olky Pro Account. Otherwise, the payment transaction may be subject to seizure as long as OlkyPay considers that the inconsistent information has not been justified.

11.3.5 OlkyPay reserves the right to refuse the execution of a payment order in the event of a technical problem or the transmission of incorrect or incomplete information. The information will be available on the SIO4 platform for the benefit of the account holder, indicating the non-execution of the payment order or its termination. Non-executable payment orders can be viewed on the SIO4 platform at any time and provided that it retains this functionality. As soon as the execution conditions are met, the payment orders will be processed automatically again.

11.4 Category of Payment Orders

Each Payment Order transmitted to the SIO4 Platform is assigned one of the following categories:

STD (Standard): Payment order consisting in debiting a Payer, without specific consent for the payment of the order;

TIP (Tip-Sepa): Payment order consisting in debiting a Payer, subject to obtaining their specific consent for the payment of the order;

SCT (transfer): Payment order consisting in crediting a Beneficiary.

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11.5 Status of Payment Orders

11.5.1 Any Payment Order received is placed in the «To be processed» state. The automatic payment which takes place on the Payment Date gives it the status «In progress» and simultaneously generates the Payment Transaction.

11.5.2 Before payment is made, the Account Holder may terminate the Payment Order, assigning it the status «Canceled».

11.5.3 When the Payment Transaction has been accomplished, the Payment Order changes to the «Paid» status if the Payment Transaction has been successfully executed, or to the «Expired» status otherwise.

11.5.4 If the Payment Order benefits from the automatic representation option, the Payment Order may automatically revert to the initial status «To be processed» to follow a new payment cycle, as long as the payment is made. The payment transaction will not be successful or the maximum number of performances will not be reached, or the maximum configuration time decided by the Holder and authorized for all the performance cycles will not be exceeded.

11.5.5 If the Payment Order benefits from the additional splitting option, the value of the Payment Transaction may be automatically adjusted to facilitate the processing of the Payment Order. A new payment cycle will be performed as long as the Payment Operation is unsuccessful or the maximum number of performances is not reached.

11.5.6 The representation and splitting rules can be configured through the intervention of the OlkyPay backoffice service.

11.5.7 The use of the principles of representation and/or splitting is performed under the full responsibility of the Account Holder to whom it belongs, if applicable, to inform his clients about the use of these services.

11.6 Date of payment of Payment Orders

During the payment process for Payment Orders, the SIO4 platform assigns to each Payment Transaction a date established as the most recent of the following two dates:

The due date of the Payment Order, subject to the condition that if this date is not a Working Day, it will be automatically increased by as many additional days as necessary to reach a working day.

The minimum execution date of the Payment Transaction taking into account the deadlines imposed in Article 11.3.1.

12 PAYMENT TRANSACTIONS

12.1 Principles

12.1.1 In the event of Rejection, Refusal, Repayment, Return or Refund of a Payment Transaction credited to the Holder's Olky Pro Account, requiring him to return the funds received, OlkyPay will reverse the entry due, competition on the Holder's Olky Pro Account.

12.1.2 In this case, the Account Holder expressly and irrevocably authorizes OlkyPay to debit the Olky Pro Account up to the amount, in addition to the related costs.

12.1.3 If the Available Balance of the Olky Pro Account is insufficient to realize the debit described in 12.1.2 , the Account Holder expressly and irrevocably authorizes OlkyPay to debit the «Link Account» for the amount in addition to the costs related, within the recurring Mandate granted in application of article 7.1.2. This recurring Mandate will end at the end of a period of 14

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months from the date of the termination of the contractual relationship between the Parties for whatever reason.

12.2 Calculation of the Available Balance

12.2.1 OlkyPay calculates a reversal ratio (CP ratio) on a daily basis. This ratio is defined by the amount of Payment Transaction Reversals, divided by the amount of Payment Transactions credited to the Holder's Olky Pro Account over a period of the last 8 weeks (or since entering into a relationship if this occurred less than 8 weeks before the calculation date).

12.2.2 The CP ratio makes it possible to determine daily the risk factor (RF) obtained by multiplying the CP ratio with the risk coefficient (CX) stipulated at the end of the Special Conditions and defined by OlkyPay according to the risk profile of the Holder. OlkyPay may modify the risk factor (RF) when the use of the Olky Pro Account presents an abnormally high risk of reversal of entries related to the activity of the Account Holder.

12.2.3 In the absence of notification to the Holder of the risk coefficient (CX), its default value will be equal to 1.

12.2.4 The provision for the risk of reversal of entries is then equal to the sum of the amounts of Payment Transactions credited to the Olky Pro Account, not reversed over the calculation period, multiplied by the risk factor RF.

12.2.5 The Available Balance is equal to the Balance in value less the provision for the risk of reversal of entries thus calculated. If the Available Balance is debit, the Account Holder expressly and irrevocably authorizes OlkyPay to debit the «Link Account» up to the amount in addition to the related costs, within the recurring Mandate granted in application of Article 7.1.2. This recurring Mandate will end at the end of a period of 14 months from the date of the termination of the contractual relationship between the Parties for whatever reason.

12.2.6 The provision for the risk of reversal of entries never generates interest.

12.2.7 In the event of termination of the contractual relations between the Parties, the amount of the Available Balance of the Olky Pro Account is returned to the Holder at the end of the maximum legal period for reversing a payment transaction taking effect from the date of the last payment transaction credited to the Olky Pro Account.

12.3 Irregular use of the Olky Pro Account

12.3.1 For each current transaction as listed in point 10.2 ,OlkyPay reserves the right, at any time, to request from the Account Holder any information and/or any documents enabling it to assess the nature of the obligation under- underlying. In the event that the Account Holder (i) is unable to provide the requested information, or (ii) provides non-probative or disputed or falsified documents, or (iii) is suspected of participating in money laundering, financing terrorism or fraud, the current transaction concerned will constitute an irregular use of the Olky Pro Account. In this case, OlkyPay may:

- (i) deduct the amount of the current transaction in question from the Available Balance of the Account Holder by placing the transaction in receivership. This amount will remain unavailable for 36 months, or, if an action for the current transaction is brought by a third party or by OlkyPay or by the Holder, as long as a final court decision has not ruled on the regularity of the underlying obligation.

- (ii) or/and deduct the Available Balance of the Account Holder by sequestration of an amount to cover the monetary losses that OlkyPay may suffer as a result from the irregular use of the Olky Pro Account by the Holder. The balance between this amount and the costs actually

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iccured by OlkyPay is released after a period of 36 months from the date of the last irregular use of the Olky Pro Account by the Holder.

12.3.2 The Account Holder is required to correctly word the Payment Orders and transactions initiated by him/her. If the wording entered by the Account Holder is incorrect or proves to be of such a nature as to mislead OlkyPay, the transaction in question may be considered as an irregular use of the Olky Pro Account.

12.3.3 Each irregular use of the Olky Pro Account will be invoiced for the service according to the terms set out in the chapter of Additional Services for the Olky Pro account which appears in the Professional Fees.

12.3.4 When OlkyPay has material evidence to suspect that the Holder may be part of an organized gang that has opened Olky Pro accounts on behalf of other legal or natural persons who have been terminated or are in the process of being termination for the reasons set out in 17.1.2 and that some of these Olky Pro accounts have a debit balance due to irregular transactions, OlkyPay is entitled to sequester part of the Holder's Available Balance allowing to offset the debit positions of other accounts Olky Pro affected. The funds will remain in escrow as long as the Olky Pro debit accounts have not been covered by their respective holders. The material evidence that may justify the connection established between several Olky Pro accounts are established in particular when (i) flows have circulated between those Olky Pro accounts, or (ii) people are accustomed to several of these holders of Olky Pro accounts, or (iii) the same customers have been fraudulently debited by several of these holders, or (iv) in the event of receipt of external information communicated by financial institutions, by Visa MasterCard networks or by any competent authority.

12.4 Administrator

12.4.1 The Holder's payment transactions placed in escrow are debited from their Olky Pro Account to credit a centralization account for amounts placed in escrow subscribed by OlkyPay.

12.4.2 At any time, a review is conducted of Olky Pro accounts that have become debitors as a result of unauthorized use. The total amount of debit positions thus calculated is offset by the centralization account for amounts placed in escrow. The amount required to proceed with this compensation is borne by each Account Holder who has been the subject of operations in escrow, in proportion to the amount of sums placed in escrow which have not yet been released. The amount thus determined for each Account Holder gives rise to the establishment of an annual invoice for services of the same amount of sequestration and the Holder's participation in the common risks of irregular use.

12.4.3 The amounts placed in escrow are released by debiting the centralization account of the amounts placed in escrow to the credit of the Holder's Olky Pro Account. It occurs at the expiry date as provided in Article 12.3.1.

12.5 TIP-SEPA

12.5.1 OlkyPay will inform the Account Holder of any disputes related to payment transactions by TIP-SEPA that it has received. The Account Holder will provide to OlkyPay within FIVE (5) working days the TIP-SEPA bearing the Payer's signature, in paper or electronic version.

12.5.2 Failing to receive the TIP-SEPA bearing the Payer's signature within the time limit set in 12.5.1., OlkyPay will refund the amount paid for the TIP-SEPA.

12.5.3 Regarding to Refunds of Payment Transactions by TIP-SEPA requested by the Payer from his bank within a maximum of eight weeks from the Date of the transaction, OlkyPay will refund the amount of the TIP-SEPA and OlkyPay will ask the Account Holder to provide, within FIVE

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(5) working days, the disputed TIP-SEPA bearing the Payer's signature, in paper or electronic version. In the event that the TIP-SEPA is compliant and communicated within this period, OlkyPay will initiate all useful procedures against the Payer and/or the Payer's bank to recover the amount unduly reimbursed, after express agreement of the Holder and to the costs of the latter.

12.5.4 Regarding to Refunds of Payment Transactions by TIP-SEPA requested by the Payer from his bank occurring after the period of 8 weeks from the Date of the transaction, OlkyPay will request the Account Holder for transmission, within the of FIVE (5) working days, of the disputed TIP-SEPA bearing the signature of the Payer, in paper or electronic version.

12.5.5 In all cases and in the event of termination of this Agreement, for any reason, the Account Holder remains liable to OlkyPay for the amount of SDD and TIP-SEPA collected during the last THIRTEEN (13) months (+30 calendar days of processing time) from the termination and for which the reversal period has not yet been completed. The Account Holder undertakes to reimburse OlkyPay for the amount of SDDs and TIP-SEPA which would be the subject of a Refusal, Payment, Return or Refund, on first request and without delay.

12.5.6 The Account Holder irrevocably undertakes to reimburse OlkyPay for any costs presented to the latter by the Payer's bank following a reimbursement by the Payer.

13 REMUNERATION OF OLKYPAY SERVICES

13.1 Pricing principles

13.1.1 The prices of the OlkyPay payment services are communicated in a document entitled « Professional prices », communicated to the Account Holder prior to the establishment of a rela

13.1.2 Current rates can be viewed and downloaded from the Olky website (https://www.olky.eu) or directly at the URL: https://olky.eu/files/pay/OlkyPay-tarifs-professionnels-fr.pdf

13.1.3 The prices of certain payment services depend on the ICOP index assigned to the Account Holder. For these services, the prices listed on the Olky website correspond to an ICOP index value of 1. When the ICOP index exceeds 1, the prices for these services are increased proportionally to the square of the difference between the Account Holder's ICOP index and the value 1, multiplied by a weighting coefficient. This weighting coefficient is specified in the rates published on the Olky website.

13.1.4 OlkyPay payment services are, for some, invoices monthly in arrears, based on the transactions of the past month, and for others, may be subject to intermediate invoicing.

13.1.5 Each invoice is available for at least 12 months in the documentary management of the SIO4 Platform to which the Account Holder connects by his Account Holder ID.

13.2 Terms of payment

Invoices are payable on the day of their issue date by debit from the Holder's Olky Pro Account.

13.3 Quarterly account closing fees

The quarterly account closing costs consist of a fixed amount called «Fixed account closing costs» and a variable amount based on the activity of the Account Holder during the year in the past quarter. This variable amount is obtained by the sum of the following costs:

- Charges on daily credit positions
- Charges on daily debit positions

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- Movement fee

13.3.1 Charges on daily credit positions: The interest rate €STR (Euro short-term rate) minus 0.3% is the reference rate applicable to the daily credit balances of the Olky Pro Account. When this interest rate is lower than 0.3%, a fee is charged on the credit positions which is calculated by applying this rate to the daily credit balance of the Olky Pro Account. The €STR rate is updated every month, the reference value used for the calculation is that of the first day of the month. If the €STR rate is higher than 0.3%, the reference rate applicable to the daily credit balances of the Olky Pro Account is set at 0%.

13.3.2 Charges on daily debit positions: The €STR (Euro short-term rate) plus 9% is the reference rate applicable to the daily debit balances of the Olky Pro Account, it gives rise to charges on debit positions which are calculated by applying this rate to the daily debit balance of the Olky Pro Account. The €STR rate is updated every month, the reference value used for the calculation is that of the first day of the month.

13.3.3 Movement fee : A coefficient of charges multiplied by the ICOP index (Indice de Complexité des Ordres de Paiement / Payment Order Complexity Index) is applied to the Holder's daily incoming flows (transfers and/or direct debits received) according to the following scale:

Daily total	Cost coefficient
Less of 5.000 €	Free
From 5.000 € to 50.000 €	0,068 %*
From 50.000 € to 100.000 €	0,072 %*
From 100.000 € to 1.000.000 €	0,076 %*
Over 1.000.000 €	0,080 %*

* of the total sums of SDD and SCT received

The ICOP index value, as assessed by OlkyPay, is communicated to the Account Holder at the onset of the relationship. In the absence of communication or notification, the index value is set by default to 1.

Throughout the relationship between the Parties, OlkyPay may modify the value of this index according to the nature and complexity of the Payment Orders received or issued by the Account Holder, and/or according to the disproportion between the monthly incoming flows and those announced by the Account Holder at the time of the start of the relationship or at the time of the last file review at which the Account Holder was asked to update his monthly incoming flow forecasts. The value of the ICOP index can vary in the interval [0;100], which means that it is capped at 0 and 100.

The change in the value of the ICOP index, either upwards or downwards, is at OlkyPay's sole initiative without having to justify itself or explain its calculation methods.

In the event of a change in the ICOP index applicable to the Account Holder, OlkyPay shall notify the change of index in accordance with the procedures set out in Article 19 entitled Communication between the Parties.

The Account Holder may object to the change in the value of the ICOP index by sending OlkyPay a registered letter with acknowledgement of receipt in accordance with the procedures stipulated in Article 19.1.2 within 10 (ten) days following notification of the change. In the absence of an objection made in the prescribed conditions, the new ICOP index

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is deemed to have been accepted by the Account Holder and remains in force until a new value of the index is communicated to him.

Any change in the ICOP index shall apply to the calculation of the quarterly account closing charges for the calendar quarter in which the Holder is notified of the change in value.

13.3.4 The quarterly account closing charges are applied on the last day of the due calendar quarter. If the account is closed during the year, the variable quarterly account closing fees are calculated on the basis of the transaction balances and movements of the Olky Pro Account until the day of the effective closure of the account. The fixed account closing costs are due for the current quarter until the effective closing date of the account.

13.4 Analysis costs

13.4.1 At the initiative of OlkyPay or any authority, certain Payment Transactions of the Account Holder may be analyzed in order to establish their compliance with the various laws and obligations. The complexity of each analysis depends in particular on the value of the relevant Payment Transaction, the territoriality of the counterparty(s) involved, the nature of the underlying transaction, the relevance of the documents communicated by the Account Holder, and supporting explanations. Each analysis is invoiced to the Holder based on the time spent by OlkyPay employees at the hourly price specified in the Professional Fees.

13.4.2 In the event of a change occurring in the Holder's situation, such as a change of beneficial owner, representative, legal structure, activity, etc., OlkyPay is required to analyze the changes, to intervene and to update the Holder's information. Each analysis is invoiced to the Holder on the basis of the time spent by OlkyPay employees at the hourly price specified in the Professional Fees.

14 RESPONSIBILITY

OlkyPay undertakes to implement all the necessary technical means to ensure the use of its payment services in accordance with their destination and to ensure a high availability of access to the SIO4 platform.

He can only be held liable for proven facts which are exclusively and directly attributed to him and which have caused direct and certain damage to the Holder. The delay in posting a payment transaction resulting from the need to study supporting documents required from the Account Holder or from third parties related to the payment transaction cannot imply OlkyPay's liability.

OlkyPay can only be held liable for reasonably foreseeable losses and damages resulting directly from a breach of these T&Cs.

OlkyPay will only be liable to repair damages and direct damages duly justified to the exclusion of any other damage such as indirect, incidental or immaterial damage and in particular loss of profits, losses or damage caused to data (including client data), loss of an opportunity regardless of the consequences, loss of image or damage to reputation, whether the damage is foreseeable or not.

In addition, the damages owed annually by OlkyPay for any reason, may never exceed the total amount paid by the Holder at the end of this contract during the year preceding the loss. If less than a year has passed since the Account Holder entered into a relationship with OlkyPay, damages are limited at 5,000 € excluding taxes.

OlkyPay cannot in any case be held liable for any damage caused by a case of force majeure or an event beyond its control.

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Constitutes a case of force majeure or an event beyond its control, any unpredictable, irresistible external event for OlkyPay likely to prevent it from providing its services.

The occurrence of a case of force majeure that cannot be remedied will result in the suspension of relations between the Parties, as governed by these T&Cs.

In the event that the case of force majeure continues beyond a period of ONE (1) month, either party may terminate the contractual relations governed by these T&Cs without notice in accordance with the terms of Article 17.2. The Parties will then be released from their obligations under these T&Cs, without any compensation being due by any of the Parties as a result.

The Account Holder expressly agrees to accept the risks inherent in the use of Internet networks, particularly related to confidentiality and security in the transmission of Payment Orders, and/or data regarding him or his co-contractors.

OlkyPay does not provide any service against computer viruses, therefore warns the Account Holder to take all necessary measures in this regard related to the hardware, tools and IT services he uses.

Any Payment Order is executed on the basis of the bank details communicated by the Holder (IBAN and/or card number of the Payer and/or the Beneficiary). Any discrepancy between the other information relating to the Payer and/or Beneficiary and their bank details cannot generate to any complaint from the Holder even though the Payment Order has not been executed correctly.

OlkyPay cannot be held liable in the event of an error in the data entered by the Holder relating to the Payment Order for which he has requested execution, even if the value of the order greatly exceeds the orders usually transmitted by the Holder to OlkyPay.

15 PERSONAL DATA AND PROFESSIONAL SECRECY

15.1 Data Protection

Each of the Parties undertakes to comply with the applicable and current legal and regulatory provisions relating to the protection of personal data (hereinafter "Personal Data"), and more particularly with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation or "GDPR").

Within the framework of its activities as a payment institution, OlkyPay collects and processes the Personal Data of the Account Holder, those of third parties linked to the Account Holder (hereinafter "Third Parties linked to the Account Holder"), as well as those of the Account Holder's Counterparties ("Counterparties" or "Counterparty").

With regard to the Account Holder Personal Data, OlkyPay acts as a data controller and will collect the Personal Data directly from the Account Holder. In this case, these T&Cs inform the Account Holder of the terms and conditions of the processing carried out by OlkyPay.

When the Account Holder communicates to OlkyPay the Personal Data of third parties, he/she must inform these third parties of the transfer of their Personal Data. With certain exceptions, OlkyPay does not communicate with Third Parties linked to the Account Holder or with the Account Holder's Counterparties.

It should be noted that regardless of the means of collecting the Personal Data of the Data Subject, the guarantees of confidentiality and security of the Personal Data implemented by OlkyPay are identical.

The Annex "Personal Data - GDPR" of these T&Cs informs the Account Holder about the processing of Personal Data by OlkyPay.

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15.2 Professional secrecy

OlkyPay is subject to professional secrecy and ensures compliance with this obligation by its managers, employees and all other persons in its service.

All information concerning the Account Holder and his/her transactions which are covered by professional secrecy may not be disclosed to a third party without the Account holder's agreement, except for the benefit of:

- OlkyPay's partners acting as payment service agents or intermediaries in banking and payment services;

- public authorities such as the CSSF, the Banque centrale du Luxembourg, the ACPR, the Banque de France, the competent financial intelligence units, any competent judicial authority acting in the context of criminal proceedings or the tax authorities;

- (i) persons with whom OlkyPay negotiates, executes or concludes the following transactions: (a) acquisition of a holding or control in a payment institution, (b) sale of assets or goodwill, (c) sale or transfer of contracts or (ii) persons appointed by OlkyPay: (a) to study or draw up any type of contract, (b) for audit and consultancy assignments, provided that these persons are bound by contract or by law to strict confidentiality obligations;

- entities of the Olky Group, to which OlkyPay belongs, for the reasons and under the conditions provided for by the law applicable in Luxembourg and France and which concern in particular the organisation at Olky Group level of the fight against money laundering and the financing of terrorism.

Furthermore, in order to provide services to the Account Holder in an optimal manner and according to high quality standards, to comply with regulations and to benefit from the technical resources of qualified specialists, OlkyPay subcontracts certain tasks and activities or certain services to third party service providers who may be unregulated and located outside Luxembourg, within the EU.

In particular, OlkyPay subcontracts part of the IT hosting of customer identification and identity verification applications mainly accessible from the cloud to a Luxembourg professional (the "IT Service Provider"). In this context, certain Information may be made available to the IT Service Provider and/or to subcontractors of the IT Service Provider within the EU, and in particular in Ireland (hereinafter the "Outsourcing").

The Information transferred and/or disclosed as part of the Outsourcing includes, where applicable, the categories of data indicated in Section III of the General Data Protection Information Notice, and in particular: personal identification data and personal details (e.g. name, address, place of birth/constitution, tax domicile, etc.), photo or video of natural persons linked to the Account Holder, signed documents, identification data of legal entities (e.g. company name, registered name, company logo, etc.), personal details (e.g. name, address, place of birth/constitution, tax domicile, etc.), photo or video of natural persons linked to the Account Holder, signed documents, personal details of legal entities (e.g. name, address, place of birth/constitution, tax domicile, etc.). (e.g. company name, trading name, registered office address, etc.), banking and financial identification data (e.g. account number), information on transactions, data relating to the financial situation (e.g. income, assets, liabilities), data relating to the Account Holder's activity (e.g. identity of legal representatives and other related persons) and data communicated by the Account Holder for the execution of his/her Payment Orders.

The Outsourcing shall be carried out in accordance with the regulatory requirements applicable to each of OlkyPay's permanent establishments, i.e. in Luxembourg and France, and OlkyPay shall ensure compliance with all its regulatory obligations. The IT Service Provider is contractually bound by OlkyPay to strict confidentiality rules.

In this context, the Account Holder expressly consents, for the entire duration of the present contract, to professional secrecy being lifted with regard to :

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- OlkyPay's partners acting as payment service agents or intermediaries in banking and payment services;

- public authorities such as the CSSF, the Banque centrale du Luxembourg, the ACPR, the Banque de France, the competent financial intelligence units, any competent judicial authority acting in the context of criminal proceedings or the tax authorities;

- (i) persons with whom OlkyPay negotiates, executes or concludes the following transactions: (a) acquisition of a holding or control in a payment institution, (b) sale of assets or goodwill, (c) sale or transfer of contracts or (ii) persons appointed by OlkyPay (a) to study or draw up any type of contract, (b) for audit and consultancy assignments, provided that these persons are bound by contract or by law to strict confidentiality obligations;

- the entities of the Olky Group to which OlkyPay belongs for the reasons and under the conditions provided for by the law applicable in Luxembourg and in France and which concern in particular the organisation of the Olky Group in terms of the fight against money laundering and the financing of terrorism;

- from the Information Technology Service Provider carrying out the Subcontracting (hereinafter referred to as the "Consent").

A revocation of the Consent by the Account Holder, which must be sent to OlkyPay in writing, constitutes a notice of termination of these T&Cs taking effect on the day it is received by OlkyPay.

16 DURATION

Unless otherwise specified, the relations between the Parties take effect from the validation of the entry into relationship according to the indications explained in these T&Cs and are agreed for an indefinite period.

17 TERMINATION

17.1 Termination at OlkyPay's initiative

17.1.1 OlkyPay reserves the right, in any case, to terminate this agreement binding the Parties with TWO (2) months' notice.

17.1.2 Nevertheless, OlkyPay may terminate this agreement with immediate effect, without prior notice, (i) when the Account Holder breaches the obligations arising from these T&Cs and/or (ii) when OlkyPay considers that its liability could be incurred by the continuation of his links with the Account Holder and/or (iii) that the Account Holder's Payment Orders appear to be contrary to public order or good morals and/or (iv) if the Account Holder does not comply with his obligation to act in good faith or adopts seriously reprehensible, unlawful or illegal behavior and/or (v) if OlkyPay provides evidence that it would in no case have agreed to enter into a relationship with the Account Holder because of the real risk resulting from the situation or the nature of the activities of this one and/or if (vi) to the observation of an omission or inaccuracy in the statements and information provided by the Holder when entering into relationship and during the entire relationship.

17.1.3 OlkyPay may also, at any time, terminate one or more service(s) offered (i) if OlkyPay provides proof that it would in no case have agreed to offer this or these service(s) to the Account Holder due to the real risk resulting from his operations or the nature of his activities and/or (ii) if OlkyPay is no longer able to provide this service(s) for technical or regulatory reasons.

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17.1.4 The termination by OlkyPay is then notified to the Holder either by registered letter with acknowledgment of receipt, or by e-mail to the last address provided by the Holder.

17.1.5 OlkyPay reserves the right to retain all amounts useful in order to allow the clearance of accounts between the Parties for services provided by OlkyPay on behalf of the Holder, including all amounts credited to the Olky Pro account until at the end of the period for risk of reversals.

17.2 Termination at Account Holder's initiative

17.2.1 The Account Holder has the right to terminate this agreement for an indefinite period at any time.

17.2.2 OlkyPay reserves the right to apply in this case the provisions of Article 17.1.5.

17.2.3 Any termination of this agreement at the initiative of the Account Holder must be notified in accordance with the communication provisions between the parties referred to in Article 19. The request notified by means of the contact form must imperatively be accompanied by a letter, registered with acknowledgment of receipt sent to OlkyPay.

17.2.4 Notification by form AND registered letter with acknowledgment of receipt are mandatory, OlkyPay will only be required to terminate this agreement if the Account Holder has submitted his request by form AND by registered letter. The date of termination of this agreement is the date of receipt by OlkyPay of the registered letter sent by the Holder.

17.3 Cancellation fees

17.3.1 The quarterly account cancellation fees are calculated in accordance with the provisions of Article 13.3 and are payable upon notification by the Account Holder or by OlkyPay of the termination of this agreement.

17.3.2 When OlkyPay is required to keep the Holder's Olky Pro account open after the cancellation date, for example for the purposes of accounting for reverse transactions or following seizures by third parties on the Holder's Olky Pro Account , the monthly account maintenance fees continue to apply without the Account Holder being able to request the execution of new Payment Orders.

18 CANCELLATION

Unless otherwise provided, the fact that one of the Parties has not requested the application of any clause of these T&Cs may in no case be considered as a cancellation of the rights of that party arising under that clause.

The possible invalidity of any of the provisions of the T&Cs or of part of them, will in no way affect the validity of the other clauses which will continue to apply.

19 COMMUNICATION BETWEEN THE PARTIES

19.1.1 Any communication from the Holder to OlkyPay must be made using an online form accessible by logging into the SIO4 Platform and selecting the section titled “Contact Support.” If the Account Holder does not have, or no longer has, their login credentials for the SIO4 Platform, they may also access the online form from the OlkyPay website at the following address: www.olky.eu/en/universe/support/

19.1.2 For security reasons, certain notifications must be accompanied by a registered letter with acknowledgement of receipt which must be sent to OlkyPay whose address is given in the

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Definitions. The letter must be signed by at least one Contact Person. The date of notification to OlkyPay is the date of first presentation of the registered mail.

19.1.3 All communications must be written in French or English. In any communication to OlkyPay, whether via the form or by mail, the Holder must provide their IBAN account number. Failure to include this essential information or the use of a language other than French or English may result in the rejection of the request, and OlkyPay shall in no event be held liable for the non-processing of such a request.

19.1.4 Information, requests or other notifications concerning the contractual relationship between the Parties shall be communicated by OlkyPay to the Contact Person(s) by e-mail to each e-mail address provided at the time of entering into the relationship.

19.1.5 In the event of a change in the Contact Person or his/her e-mail address, the Holder must inform OlkyPay without delay and return a form for electronic signature to OlkyPay, which will record the changes. If OlkyPay is not notified of changes in the identification of the Contact Persons, all correspondence sent by OlkyPay to the last known Contact Persons shall remain valid.

19.1.6 The sending of an electronic communication to the Holder may be proved, including the date of transmission, by the production of a copy of the said communication or other recording of this communication, in particular by the communication of the system history log of OlkyPay ticketing.

19.1.7 The daily and monthly statements of entries made on the Olky Pro Account, as well as the service invoices issued by OlkyPay, are made available to the Account Holder on a durable medium in the files entitled Reporting and Documents of the SIO4 platform. These documents can be viewed and downloaded from the access to the SIO4 platform given to the Holder.

19.1.8 The Holder expressly accepts these means of communication for all purposes necessary or useful in the relations between the Parties.

20 INTELLECTUAL PROPERTY

The SIO4 platform and all of the elements appearing therein (information, data, text, sounds, images, designs, graphics, distinctive signs, logos, brands, etc.) are the exclusive property of Olky Payment Service Provider SA in its capacity as publisher.

All of these elements are protected by intellectual property rights and, as such, are protected against unauthorized use.

It is strictly forbidden to use or reproduce these elements for any purpose.

It is also prohibited to decompile or disassemble the SIO4 platform, to use its signs for personal commercial purposes or to infringe in any way the copyright and intellectual property rights of Olky Payment Service Provider SA .

21 MODIFICATION OF T&Cs

OlkyPay reserves the right to modify these T&Cs at any time and/or add new provisions.

The new applicable T& Cs will be transmited and/or made available to the Holder, with prior notification, under the conditions defined herein no later than one (1) month before their entry into force.

In any case, OlkyPay will apply at the end of this one-month period any tariff changes that may occur.

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When the start of a relationship has taken place in the month preceding the applicability of a modification of the T&Cs, OlkyPay communicates the new version to the Account Holder who accepts that the transitional period between the date of entering into the relationship and the date of applicability of the new T&Cs are governed by the old version.

In any case, the Account Holder is deemed to have accepted the modification if it does not notify its refusal before the effective date. It will then be enforceable against him.

If the Account Holder opposes the modification, he will be entitled to terminate, free of charge,these T&Cs before the date on which the modifications come into force, under the conditions stipulated in Article 17.2.

In the event of cancellation of the contract for this reason, the Account Holder will remain bound by the latest version in force of the T&Cs which precedes the one subject to his refusal, provided that his request for termination is expressly motivated by his non-acceptance of the new T&Cs.

A change of address of OlkyPay notified to the Account Holder does not constitute a modification of the T&Cs.

22 DISPUTES RESOLUTION

22.1 Complaints handling procedure

In accordance with the regulations applicable to payment services, the Account Holder may file a complaint with OlkyPay in accordance with the communication provisions between the parties referred to in Article 19.

Each complaint submitted must be written in French or English and include the Holder's contact information, account number, and a description of the request, along with any supporting documentation necessary to substantiate the complaint.

An acknowledgment of receipt will be sent to the Holder within ten days of receiving the complaint.

OlkyPay undertakes to review the complaint and respond as soon as possible, generally within one month of receiving the complaint. However, some complaints may be complex and require a longer processing time. In such cases, OlkyPay will notify the Holder and indicate the timeframe within which a response will be provided.

If the response to the complaint does not satisfy the Holder, they may contact OlkyPay — Complaints Manager — by registered mail with return receipt requested, in accordance with the requirements described in the second paragraph of this Article 22.1

This letter must indicate precisely the reasons for his complaint and explain the reasons for which the response given does not suit him.

22.2 Out-of-court complaint settlement procedure

- -If the Olky Pro Account is located in Luxembourg

The Holder is informed that referral to the *Commission de Surveillance du Secteur Financier* ("CSSF") in its capacity as the authority responsible for facilitating the resolution of complaints against professionals subject to its supervision may only take place after the complaint procedure referred to in Article 22.1 has been exhausted.

Consequently, if the processing of the Account Holder's request by OlkyPay under the conditions set out in Article 22.1 has not satisfied the Account Holder, the latter may refer the matter to the Commission de Surveillance du Secteur Financier (CSSF) :

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- By mail: CSSF - Département Juridique II - 283, route d'Arlon L-2991 Luxembourg
- By e-mail: reclamation@cssf.lu
- For any additional information: www.cssf.lu/en/customer-complaints/

The matter must be referred to the CSSF no later than one year after the initial complaint was lodged with OlkyPay.

The remediation procedure before the CSSF is without prejudice to the right of appeal before the competent ordinary courts.

- If the Olky Pro Account is located in France

The complaint handling process is governed by the terms described in Article 22.1.

23 EVIDENCE

The content and date of receipt and dispatch of all communications stored by OlkyPay on a durable electronic medium have probative force until proven otherwise, such as a writing signed letter in original on paper support.

Information relating to payment transactions stored by OlkyPay on a durable electronic medium has probative force until proven otherwise, such as a writing signed letter in original on paper support by all parties.

OlkyPay's books and documents are considered conclusive until proven otherwise.

OlkyPay may always, in civil or commercial matters, present evidence by means of a copy or reproduction of the original document. Unless proven otherwise by the Holder, the copy or reproduction of the document has the same probative force as the original.OlkyPay can prove access to the SIO4 platform by any appropriate electronic means. Unalterable traces of access stored on OlkyPay's computer systems will constitute proof of this access.

The Holder expressly acknowledges and accepts that any telephone conversation between OlkyPay and him, regardless of whether the call comes from OlkyPay or the Holder, can be recorded by OlkyPay. The registration will have probative force, as a writing signed letter in original on paper support by all parties, and, in the event of a dispute, may be brought to court. These recordings are kept by OlkyPay and are made available to the Holder on request for a period of five years.

24 PRIMALITY OF THE FRENCH VERSION

In the event of a discrepancy between the French version and the versions translated into another language of these General Conditions of Use or any other OlkyPay document, the French version prevails over any other version.

25 COMPETENT JURISDICTION

All disputes related to these T&Cs and/or to the provision of OlkyPay's payment services that cannot be resolved otherwise are subject to the exclusive jurisdiction of the Luxembourg courts, including if the applicable law is French.

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26 APPLICABLE LAW

If the Territoriality of the Olky Pro Account is Luxembourgish, the law applicable to these T&Cs is Luxembourg law. The applicable law is Luxembourg law.

If the Territoriality of the Olky Pro Account is French, the law applicable to these T&Cs is French law. The applicable law is French law.

Luxembourg, March 31, 2025

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ANNEX "DATA PROTECTION / GDPR"

1. PREAMBULE

This Annex - "Personal Data / GDPR" is an integral part of the general terms and conditions of use of the Olky Pro account payment services (the "T&Cs") concluded between OlkyPay and the Account Holder.

In this document, OlkyPay explains how Personal Data is processed and how OlkyPay proceeds to respect its integrity in accordance with the GDPR, as well as any legislation or regulations relating to the protection of Personal Data and any guidelines and recommendations of the competent bodies and authorities, together (the "Regulations").

This Annex indicates:

- what Personal Data OlkyPay processes about the Account Holder, Third Parties linked to the Account Holder and Counterparties;
- why and how OlkyPay processes such Personal Data;
- where the Personal Data comes from;
- who are the different parties processing the Personal Data and ;
- what legal basis OlkyPay has for processing the Personal Data.

2. WHO IS CONCERNED BY THIS ANNEX

This Appendix concerns the processing carried out by OlkyPay on the Account Holder using the services within the framework of the T&Cs (the "Data Subjects", the "Account Holder", the "Account Holders").

3. HOW ARE PERSONAL DATA COLLECTED

Personal Data is collected directly from the Account Holder, in the context of their use of the Olky Pro account payment services as provided for in the T&Cs.

In its capacity as a regulated payment service provider, OlkyPay is subject to legal obligations, including the fight against money laundering, and may require the Account Holder to communicate Personal Data concerning Third Parties linked to the Account Holder and his Counterparties.

4. TYPOLOGY OF PERSONAL DATA, PURPOSES AND LEGAL BASIS

"Personal Data" shall mean any information about an individual from which that individual can be directly or indirectly identified. This does not include data for which the identity has been removed (anonymous data).

Below is an overview of the :

- types of Personal Data that OlkyPay uses and stores ;
- purposes for which the Personal Data are collected ;
- legal basis for the processing.

4.1. Type of Personal Data

OlkyPay collects Personal Data, in particular when the Account Holder creates an Olky Pro account, sends a request to OlkyPay, uses his/her Olky Pro account and requests to subscribe to a service offered by our establishment (in particular and without being limited to the VAD, SDD and Mastercard services)

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The Personal Data collected by OlkyPay are the following:

- Identification data (surname, first name, address, telephone number, etc.);
- Personal characteristics data (date and place of birth, nationality...);
- Identification and electronic authentication data (e-mail address, IP addresses, cookies, password, PIN code, etc.);
- Data relating to your profession, employment, academic background;
- Recording of images and sounds, only in the context of KYC checks (in the context of opening an account);
- Identifier assigned by the public authority / public body;
- Financial and transactional data (including data relating to individual Counterparts);

OlkyPay does not process "sensitive" Personal Data.

4.2. Purposes and legal basis of processing

The purposes for which OlkyPay collects Personal Data and the associated legal basis for processing are :

PURPOSES	LEGAL BASIS
Management of the Holders' accounts (management of requests, invoicing, customer support, etc.)	Article 6.1(b) GDPR / Performance of a contract (the T&Cs)
Processing of payment transactions	Article 6.1(b) GDPR / Performance of a contract (the T&Cs)
Know You Customer management (verification of the identity of the Holder, application of anti-money laundering and anti-terrorist financing regulations, compliance with other legal and regulatory obligations, etc.)	Article 6.1(c) GDPR / Meeting legal and regulatory obligations
Know Your Transaction management (traceability of transactions, identification of actors, fight against financial crime, compliance with legal and regulatory obligations, etc.)	Article 6.1(c) GDPR / Meeting legal and regulatory obligations
Data processing with Olky Group entities offering services subject to anti-money laundering and anti-terrorist financing regulations on the basis of legal and regulatory provisions relating to the group approach	Article 6.1(c) GDPR / Meeting legal and regulatory obligations

5. IF THE ACCOUNT HOLDER FAILS TO PROVIDE PERSONAL DATA

If the Account Holder decides not to provide the Personal Data requested by OlkyPay, OlkyPay may not be able to provide the services set out in the T&Cs or fulfil the purposes for which OlkyPay has requested the Personal Data.

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6. FLOWS OF PERSONAL DATA

Access to Personal Data is strictly limited to :

- OlkyPay employees who are authorised by virtue of their position and who are bound by an obligation of confidentiality;
- OlkyPay's processors and service providers contractually responsible for the execution of the tasks necessary for the proper execution of the Olky Pro account services as provided for in the T&Cs.

OlkyPay's processors and service providers comply with the provisions of the GDPR when performing their services.

OlkyPay may share Personal Data with judicial authorities, independent administrative authorities or any other organisation if required by law, as well as with its advisors or auditors subject to confidentiality obligations.

Third parties with whom OlkyPay shares Personal Data are limited (by law and by contract) in their ability to use Personal Data for the specific purposes identified by OlkyPay.

OlkyPay will use its best efforts to ensure that third parties with whom the Personal Data is shared are subject to confidentiality and security obligations consistent with this Privacy Policy and applicable laws. OlkyPay only allows them to process the Personal Data for specific purposes and in accordance with OlkyPay's instructions.

In its capacity as a payment service provider, OlkyPay is required to transfer banking data (identity, address, IBAN) to the banking and financial services providers and payment solutions of the Account Holder's Counterparties when the Account Holder initiates a transfer. This transfer is necessary for the execution of the transfer. In the same way, OlkyPay receives bank data from Counterparties for whom the same security and confidentiality guarantees are applied.

Except as expressly stated above, OlkyPay will never share, sell or rent Personal Data to a third party without notifying the Data Subject and obtaining consent. If the Data Subject has given consent for OlkyPay to use his or her information in a particular way, the Data Subject has the right to withdraw his or her consent at any time, as described in point 9 of this Appendix.

7. DATA PROCESSING OUTSIDE THE EUROPEAN UNION

OlkyPay does not transfer Personal Data outside the European Economic Area (EEA) to countries that have not been subject to an adequacy decision by the European Commission within the meaning of Article 45 of the GDPR, or without European Commission standard contractual clauses and additional measures in place.

8. RETENTION PERIOD OF PERSONAL DATA

OlkyPay will retain Personal Data only for as long as is necessary for the purposes for which OlkyPay collected it, including to meet any legal or accounting requirements.

In determining the appropriate retention period for Personal Data, OlkyPay takes into account the amount, nature and sensitivity of the Personal Data, the potential risk of harm resulting from the unauthorized use or disclosure of the Personal Data, the purposes for which OlkyPay processes the Personal Data and the possibility of achieving those purposes by other means, as well as applicable legal requirements.

If Personal Data is no longer required to fulfil existing contractual obligations, it is routinely deleted, unless further processing is required for the following purposes:

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• Compliance with record retention periods in accordance with commercial, accounting and tax legislation;

• Compliance with data retention periods in the context of the fight against money laundering and terrorist financing ;

• Preservation of evidence in accordance with the statute of limitations ;

In such cases, the Personal Data may be kept for up to 10 years following the end of the business relationship with the Account Holder.

After the set time limits, the data are either deleted or kept after being anonymised, notably for statistical purposes. However, they may be kept for an indefinite period in the event of litigation and pre-litigation, i.e. where litigation is in progress or can reasonably be anticipated and where certain data are relevant to that litigation.

It is reminded that deletion or anonymization are irreversible operations and that OlkyPay is no longer able to restore them afterwards.

9. RIGHTS OF THE DATA SUBJECT

As a Data Subject, the Account Holder has various rights. These rights are not absolute and each of these rights is subject to certain conditions in accordance with the GDPR and more widely with the regulations in force. In particular, these rights may be limited by the legal and regulatory obligations to which OlkyPay is subject.

- the right of access - to obtain confirmation from OlkyPay as to whether or not Personal Data is being processed by OlkyPay and certain other information about how it is being used. This right includes the right to access the Personal Data and to obtain a copy of the Personal Data concerning the Account Holder. OlkyPay may refuse to provide information where it would reveal Personal Data about another person or adversely affect the rights of another person.
- the right to rectification - which allows to request OlkyPay to take steps to correct Personal Data if it is inaccurate or incomplete (e.g. wrong name or address).
- the right to erasure - also known as the "right to be forgotten", this right allows, in simple terms, to request the erasure or deletion of Personal Data where, for example, there is no compelling reason for OlkyPay to continue to use it or its use is illegal. This is not, however, a general right to erasure and there are some exceptions, for example where OlkyPay needs to use the information to defend a legal claim or to be able to comply with a legal obligation.
- the right to restrict processing - which allows the "blocking" or prevention of further use of Personal Data when OlkyPay is evaluating a request for rectification or as an alternative to erasure. Where processing is restricted, OlkyPay may still retain the Personal Data, but may not use it further.
- the right to data portability - which allows certain Personal Data to be obtained and re-used for the Account Holder's own purposes in different companies (which are separate data controllers). This only applies to Personal Data that has been provided by the Account Holder, that OlkyPay processes with the consent of the Account Holder and for the purpose of contract performance, that is processed by automated means. In this case, OlkyPay will provide the Account Holder with a copy of the data in a structured, commonly used and machine-readable format or (where technically possible) OlkyPay may transmit the data directly to another Account Holder.

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- the right to object - which allows the Account Holder to object to certain types of processing, on grounds relating to his or her particular situation, at any time, provided that such processing is carried out for the purposes of OlkyPay's legitimate interests. OlkyPay shall be entitled to continue to process Personal Data if OlkyPay can demonstrate that the processing is justified on compelling legitimate grounds that override the Data Subject's interests, rights and freedoms or if OlkyPay needs the data for the establishment, exercise or defence of legal claims. If the Data Subject objects to the processing of his or her Personal Data for direct marketing purposes, OlkyPay will no longer process such Personal Data for such purposes.
- the right to withdraw consent - where OlkyPay processes Personal Data on the basis of the Account Holder's consent, the Account Holder has the right to withdraw consent at any time. However, such withdrawal does not affect the lawfulness of the processing that took place prior to such withdrawal.
- the right to object to automated individual decision making including profiling - which allows the Account Holder to object to any decision based on such a mechanism and to request human intervention. In general, each automated decision taken by OlkyPay is notified to the Account Holder in advance and OlkyPay ensures that the Account Holder's consent is obtained, if legally required.

French legislation on the protection of Personal Data and more specifically Article 85 of Law n°78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties (known as the "Loi informatique et Libertés") allows Data Subject and, where applicable, their heirs, to provide data controllers with instructions on how to manage their Personal Data after their death. Luxembourg legislation does not currently provide for an equivalent provision. Nevertheless, if OlkyPay receives such a request, it shall do its utmost to process the request subject to legal and regulatory obligations to the contrary.

10. EXERCISE OF RIGHTS

In case of questions about this Annex or about the way OlkyPay processes Personal Data or if the Account Holder wishes to exercise any of his/her rights under the GDPR, the Account Holder shall contact OlkyPay by means of the electronic form accessible from the OlkyPay website: www.OlkyPay.com by clicking on the CONTACT link.

Any request will be examined within the time limits provided for by the applicable law. OlkyPay is obliged to respond to requests within a maximum of one month from the date of receipt of the request. However, this one-month period may be extended by two additional months due to the complexity and number of requests received by OlkyPay. In this case, OlkyPay shall inform the Account Holder within one month of receiving the request.

The exercise of a right will in principle not generate any costs. However, OlkyPay reserves the right to charge for a portability action if this requires a significant workload for its employees. The Account Holder will be informed in advance. In addition, and in accordance with the GDPR, OlkyPay reserves the right not to grant a request if it is manifestly unfounded or excessive.

In case of dissatisfaction with the response to a complaint or in case of doubts as to the compliance of the processing of Personal Data by OlkyPay, the Account Holder may lodge a complaint with the competent supervisory authority for data protection. The Commission Nationale pour la Protection des Données ("CNPD") is the lead data protection authority for OlkyPay in Luxembourg. Its contact details are as follows: 15, Boulevard du Jazz L-4370 Belvaux, Luxembourg : www.cnpd.public.lu

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OlkyPay reserves the right to ask individuals wishing to exercise a right under the GDPR for specific information to help confirm their identity. OlkyPay may request an authentication selfie and a copy of a valid identification document. This is an appropriate security measure to ensure that Personal Data is not disclosed to anyone who is not entitled to receive it.

11. HOW IS THE DATA SECURED ?

OlkyPay ensures that Personal Data is processed in complete security and confidentiality, including when certain operations are carried out by data processors. To this end, appropriate technical and organisational measures are Implemented to prevent the loss, misuse, alteration and deletion of the Personal Data collected. These measures are adapted according to the level of sensitivity of the Personal Data processed and the level of risk presented by the processing or its implementation. OlkyPay has procedures in place to deal with any suspected data breach and will notify the Account Holder, and any relevant supervisory authority, of a suspected breach where OlkyPay is legally required to do so.

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