



Lemonway for e-Commerce – Terms & conditions

Framework Agreement for Payment Services

The Partner, holder of the Payment Account, party of the first part,

and,

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

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

DISCLAIMER

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

1. PURPOSE

This "Framework Agreement for Payment Services" governs the terms and conditions of opening a Lemonway Payment Account in the Partner's name and the provision of Payment Services, in the context of the Lemonway for e-Commerce service. The Partner should read the terms and conditions carefully before accepting them.

2. DEFINITIONS

When used with the first letter capitalised, the terms used in this Framework

Agreement shall have the meanings defined below, regardless of whether they are used in the singular or plural form:

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



services to the Users, in its name and on its behalf.

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

3. OPENING OF A PAYMENT ACCOUNT

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

3.1 Partner's prior declarations

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

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

The Partner declares to be registered and to exercise its activity in France or in the European Economic Area.

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

3.2 Sending of identification documents

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

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

3.3 Terms of approval of the Framework Agreement

The Framework Agreement must be approved by the Partner by any means. The latter acknowledges having carefully read,

understood and accepted the Framework Agreement in its entirety.

3.4 Acceptance of Opening a Payment Account

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

4. CREDITING THE PAYMENT ACCOUNT

In the context of the progressive closure of the Lemonway for e-Commerce service, and as from the effective date of this Framework Agreement, Lemonway reserves the right to block any new acquisition of Payment Order on a Payment Account, after sending a prior notice by any means to the Partner. Consequently, the Partner will no longer be able to credit its Payment Account through the acquisition of Payment Orders.

The following provisions apply as long as the acquisition of Payment Orders has not been blocked by Lemonway.

4.1 Acquisition of Payment Orders

The Partner may credit its Payment Account through the acquisition of Payment Orders by the payment methods made available by Lemonway.

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

For security reasons, Lemonway may refuse or cancel the registration of the payment method used by the User.

Lemonway sets payment limits in the interest of protecting the Partner and complying with the regulations in force regarding Payment Services. Single limits, per day, per month and per year, as well as all forms of restrictions (in particular regarding the strong authentication of the

Users) are applied by Lemonway to fight against fraud.

The Partner is informed that any Payment Transaction that may result in exceeding the applicable limits will automatically be rejected by Lemonway.

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

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

4.2 Lead time for the recording of funds on the Account

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

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

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



5. DEBITING A PAYMENT ACCOUNT BY TRANSFER

5.1 Initiating a Payment Order

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

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

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

The Payment Order must include the following information:

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

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

deadlines, before any acquisition of a transfer order.

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

5.2 Irrevocability of a Payment Order

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

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

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

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

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

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

5.3 Amounts of ceilings and applicable limits

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

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

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

5.4 Lead time for executing orders

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

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

6. REPORTING

6.1 By Transaction

When a Payment Transaction is made, Lemonway automatically sends a confirmation email of the Transaction to the Partner. This email contains all the information relating to the Payment Transaction that has been communicated to Lemonway, such as: the identity of the

Beneficiary or the Payer, the description of the Payment Transaction, its amount, the date and time of the Payment Transaction and any special payment conditions.

6.2 Statements

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

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

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

7. DURATION OF THE FRAMEWORK AGREEMENT AND EFFECTIVE DATE

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

8. CLAIMS

Lemonway does not consider claims relating to the relationship between the Partner and a third party to be admissible. Only those relating to the absence or the improper performance of a Payment Transaction executed by Lemonway are covered by this article and by the Framework Agreement.

Claims (disputes, rights of objection, access and rectification) may be exercised free of charge on request sent to Lemonway through the claims form accessible at the following address:

www.lemonway.com/claim or by mail to the following address:

LEMONWAY – Service Réclamation - 8 rue du Sentier, 75002 Paris

Any dispute or query related:

- to information communicated by Lemonway pursuant to the Framework Agreement;
- to an error in the performance of the Payment Services or in its non-performance;
- an error in the debit for commission, tax or fees by Lemonway;

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

In accordance with ACPR recommendation 2016-R-02 dated 14 November 2016, an acknowledgment of receipt will be sent within a maximum period of ten days. Claims will be processed within a maximum of two months as of their receipt.

9. COSTS

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

10. SECURITY

10.1 Notification obligation

The Partner has the obligation to immediately inform Lemonway in the event of suspicious access or fraudulent use of his Payment Account or of any event likely to lead to such use, such as and not limited to: loss, accidental disclosure or misappropriation of its user information for the Payment Account or an unauthorised Transaction.

This notification must be made by sending an email to the following email address:

alert.lcbft@lemonway.com and be confirmed in writing to the following address:

LEMONWAY - Financial Security Department – 8 rue du Sentier, 75002 Paris, France.

10.2 Prevention

Lemonway will do its utmost to prevent further use of the Payment Account.

10.3 Use of cookies

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

The Partner is informed that, in his browser settings, he may refuse cookies from Lemonway, but this may affect his use of the Payment Services.

10.4 Interruption of Payment Services

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

The Partner is informed that Lemonway may occasionally interrupt access to all or part of the Payment Services:

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



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

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

10.5 Objection to the security system

The Partner may present an objection by contacting Lemonway through the claims form accessible at the following address: www.lemonway.com/claim or by phone at: +33 1 76 44 04 60.

The security system is understood as any measure for securing Payment Transactions and/or access to the Partner's account, in accordance with the regulations in force.

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

Lemonway cannot be held responsible for the consequences of an objection that does not emanate from the Partner. The request to make an objection shall be deemed made on the date of actual receipt of the request by Lemonway or any person authorised by it for that purpose. In case of theft or fraudulent use, Lemonway is entitled to request a receipt or a copy of the complaint filed, from the Partner who undertakes to respond to it as soon as possible.

Lemonway will block access to the Payment Account.

11. RESPONSIBILITIES

In accordance with article L. 133-22 of the French Monetary and Financial Code, Lemonway is responsible, subject to articles L. 133-5 and L. 133-21 of the French Monetary and Financial Code, for

the proper execution of the Payment Transaction with regard to the paying Partner until receipt of the funds by the Beneficiary's third-party PSP. When Lemonway is responsible and at fault for a Payment Transaction that has been improperly executed, Lemonway shall promptly return the amount to the Payer and restore the debited account to the position that it would have been in, had the poorly managed Payment Transaction not taken place.

The Partner, who wishes to dispute a Payment Transaction that was not authorised by him, must contact customer service in accordance with article 8 as soon as possible after becoming aware of the anomaly and no later than 13 months following the recording of the Payment Transaction. In case of using the security system, the unauthorised Payment Transactions made prior to notification of the objection are the responsibility of the Partner, up to a limit of 50 euros, in accordance with article L. 133-19 of the French Monetary and Financial Code. However, Lemonway shall not incur liability in the event of fault by the Partner such as a voluntary failure or constituting serious negligence with respect to its obligations, sending the objection late or exercising bad faith. In case of misappropriation of its data or counterfeiting, the losses resulting from the Payment Transactions made before the objection by the Partner shall be borne by Lemonway, except in case of fault as defined above. Payment Transactions carried out after the objection of the Partner shall be borne by Lemonway except in case of fraud.

Lemonway is not entitled to cancel an irrevocable Payment Order at the request of the Partner.

In no event shall Lemonway be liable for consequential damages, such as commercial harm, loss of clientele, any business disturbance, loss of profit, loss of



brand image suffered by the Partner, or by a third party, which could result from the Payment Services provided by Lemonway. Any action directed against an the Partner by a third party shall be considered indirect damage, and therefore shall not give entitlement to compensation.

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

12. PROTECTION OF CLIENT FUNDS

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

13. INACTIVE PAYMENT ACCOUNT - PROXY

13.1 Inactive account

A Payment Account held by a natural person is deemed to be inactive if:

- a) the Payment Account has not been the subject of any Payment Transaction

for a period of twelve months, except for debit entry by Lemonway, taking into account all types of fees and commissions, and

- b) the Payment Account holder, its legal representative or the person authorised by the holder has not come forward in any form whatsoever with Lemonway.

The money entered in the inactive Payment Account is deposited with the Caisse des Dépôts et Consignations at the end of a period of ten (10) years from the date of the last Payment Transaction, excluding the entry of debits by Lemonway, taking into account all types of fees and commissions.

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

13.2 Power of attorney

The Partner may, under his sole responsibility, give a person the power to use his Payment Account to make the Payment Transactions as defined in the power of attorney. The power of attorney shall take effect only upon receipt and acceptance of the duly completed form by Lemonway. The power of attorney will be notified by any means. It may be revoked at the initiative of the Partner who shall inform the proxy and Lemonway by registered letter with acknowledgment of receipt. The termination shall take effect on the date of receipt of the notice by Lemonway. The Partner shall remain bound by the Payment Transactions initiated on his behalf until that date by the designated proxy.

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



14. COLLECTION AND PROCESSING OF PERSONAL DATA

In accordance with the General Data Protection Regulation adopted by the European Parliament on 14 April 2016, and the Data Protection Act of 6 January 1978, as amended, Lemonway informs the Partner (and by extension, the natural persons whose personal data may be processed in the context of the Agreement: legal representatives, employees, ultimate beneficial owners, etc.):

14.1 Identification of the data controller

Lemonway SAS, registered office located at 8 rue du Sentier, 75002 Paris, France, Tel: +33 1 76 44 04 60.

14.2 Data Protection Officer

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

14.3 Purposes of data processing

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

14.4 Nature of the data

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

- Civil status, identity, identification, etc.;

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

14.5 Source of the data

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

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

14.6 Consent of the person

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

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

14.7 Legitimate interest in data processing

When Lemonway collects and uses personal data of its Partners' representatives based on the legitimate interest, the purpose is to prospect for new Partners.

14.8 Scoring

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

14.9 Recipients of the data

The recipients of the personal data are those employees authorised within Lemonway, the supervisory authorities, the

partners of Lemonway and its subcontractors. Personal data may also be disclosed by application of a law, regulation or by a decision of a competent regulatory or judicial authority.

14.10 Duration of storing the data

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

Purges concerning personal data are set up to verify the effective deletion as long as the storage or archiving period necessary for fulfilling the specified or imposed purposes is achieved.

14.11 Rights of persons

In accordance with the provisions in force, the Partner has rights regarding his personal data, which he can exercise by writing to the DPO at postal address mentioned in point 14.1 or sending an email to dpo@lemonway.com.

Ø Right of access

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

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

Ø Right of rectification

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

Ø Right to limitation

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

Ø Right to portability

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

Ø Right of objection

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

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

Ø Right to deletion

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

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

Ø Post-mortem right

The Partner has the right to define guidelines concerning the personal data linked to the Partner, in case of death. If necessary, the relevant natural person's

heirs may require that the death be taken into account or that updates be made.

14.12 Response time

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

14.13 Data transfer

Lemonway uses authorised service providers located inside and outside the European Union.

In the event of transfer to a third country, Lemonway shall comply with the General Data Protection Regulation by using partners or subcontractors providing adequate safeguards through a suitable procedure, standard contractual clauses or internal corporate rules.

14.14 French National Data Protection Agency (CNIL)

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

15. AGREEMENT ON EVIDENCE

Communications made via e-mail are modes of communication validly admitted as evidence by the Partner and Lemonway.

All information stored in Lemonway's computer databases relating to Payment Orders and Payment Transactions, has, unless proven otherwise, the same

probative value as a written document in paper form, both with regard to its content as regards the date and time when the information is made and/or received. This unalterable, safe and reliable tracking is engraved and stored in Lemonway's computer systems.

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

16. BLOCKING AND FREEZING OF THE ACCOUNT

16.1 Blocking the Payment Account

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

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

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

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

Depending on the seriousness of the breach of the Framework Agreement and, in particular, if the Payment Account is used for illicit purposes or contrary to common decency, Lemonway reserves the right to terminate the Framework Agreement in accordance with the provisions of article 17.

Lemonway reserves the right to apply penalties and management fees to the Partner and claim damages from the Partner.

16.2 Freezing of the Payment Account

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

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

17. TERMINATION OF THE FRAMEWORK AGREEMENT

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

Lemonway may automatically terminate the Framework Agreement which will entail closing the Payment Account by notice provided via any durable medium (including ordinary letter or e-mail) following a (2) two-month minimal notice period, in accordance

with article L. 314-13 of the French Monetary and Financial Code.

In the event of a serious breach by a Party, the Framework Agreement may be terminated with immediate effect. Serious breach by the Partner is understood as: communication of false information; exercise of unlawful activity, contrary to common decency, money laundering or terrorist financing; threats against Lemonway's employees; failure to pay; breach of an obligation by the Partner hereunder; termination of the relationship between the Partner and Lemonway; over-indebtedness or, for legal entities, appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings. Serious breach by Lemonway is understood as: communication of false information; breach of an obligation hereunder; appointment of an ad-hoc representative, an insolvency administrator, initiation of insolvency or liquidation proceedings.

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

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

The termination of the Framework Agreement shall result in the definitive closure of the Payment Account. Closing a Payment Account may not give rise to any compensation, whatever may be the damage caused by the closing of this

Payment Account. Unless expressly agreed by Lemonway, the Partner whose Account has been closed by Lemonway is not authorised to open another Payment Account. Any Payment Account opened in violation of this provision may be immediately terminated by Lemonway without notice.

The Funds on the Payment Account object of the closure will be entitled to a transfer payable to the Partner, according to the instructions of the latter and subject to (i) the pending Payment Transactions and any subsequent non-payments, bank refusals or objections (ii) the amount of the Rolling Reserve determined on the closing date to cover any reversals and/or dispute concerning Payment transaction(s) acquired by credit card by the Partner during the last thirteen (13) months (the Rolling Reserve may not be retained more than 90 days after the closing date) and (iii) the regulation applicable to frozen assets as provided by the French Treasury Department. If a successor is appointed by Lemonway, the Partner might be asked to close his Payment Account and transfer the Funds to a new payment account opened in the books of the institution appointed as the successor.

Lemonway reserves the right to claim compensation from the Partner in court for damages it may have suffered as a result of (i) the violation of the Framework Agreement or (ii) the lack of Rolling Reserve and/or the closing of the Payment Account in the event of reversals and/or dispute concerning Payment transaction(s) acquired by credit card by the Partner during thirteen (13) months following the last transaction acquisition. The closing of the Payment Account may give rise to costs within the limits of article L. 314-13 of the French Monetary and Financial Code.

18. AMENDMENT TO THE FRAMEWORK AGREEMENT

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

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

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

19. GENERAL INFORMATION

Should administrative formalities be necessary for the execution of this Framework Agreement, Lemonway and the Partner shall provide each other mutual assistance for the regularisation of these formalities.

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

The fact that one of the Parties does not claim a breach by the other Party of any of the obligations referred to herein shall not

be construed, for the future, as a waiver of the obligation in question.

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

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

20. APPLICABLE LAW AND JURISDICTION

This Framework Agreement is governed by French law.

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