

CONTRACT FOR THE PROVISION OF SERVICES

In Milan, on this 22 day of may of the year 2019

BETWEEN MYTRIPLEA FINANCIACIÓN PFP, S.L., Spanish limited company, whose registered office is at Centro de Negocios las Camaretas, Calle N, nº 6, 4ª planta, Golmayo, Soria, Spain and fiscal number is B42206037, registered in the Mercantile Register of Soria, Volume 193, Page 210, first entry; represented by Mr Jorge Antón Sanz, with Spanish ID no. 16811811F, in his capacity as the sole administrator, by virtue of a public document signed before Ms Eva Sanz de Real, a Madrid Notary, on April 23 2013, at entry no. 319 in her notarial register, and registered in the Mercantile Register of Soria, Volume 193, Page 210, first entry; hereinafter, referred to as "**PAY AREA**"

AND - RE-Lender S.p.A., with registered offices in Milan, Corso di Porta Vittoria, 9, share capital euro 2.201.000,00, tax code, VAT number and number of registration at Companies Register of Milan Monza Brianza and Lodi 06816441213, represented by Mr. Francesco Marella in his capacity of special attorney by special proxy dated 10 January 2019, by Notary Public Mr. Di Lizia Rep. 97281, Racc. 25799 ;

hereinafter, referred to as the "**PARTNER**"

WHEREAS PAY AREA and the **PARTNER** (hereinafter, the "**Parties**") acknowledge each other's sufficient legal capacity to observe the following **CONTRACT FOR THE PROVISION OF SERVICES**, therefore, the **Parties**

DECLARE THAT

I. Mytriplea is a payment institution which operates under the brand name **Pay Area** and is authorised by the Ministry of Economy and Competitiveness, in the terms established in Law 16/2009, dated November 13, regarding payment services ("**LSP**"), and in Royal Decree 712/2010, dated May 28, on rules governing payment services and payment institutions. PAY AREA is registered in the Register of Payment Institutions of the Bank of Spain with code number 6869. PAY AREA's activity is supervised by (i) the Bank of Spain, in relation to the provision of payment services and (ii) the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Offences, in relation to the compliance with legal provisions in the context of the prevention of money laundering and the financing of terrorism.

II. **PAY AREA** has an online platform designed to manage payment operations between users registered on other platforms.

III. The PARTNER operates a platform under the domain www.relender.it (hereinafter, referred to as the "**Partner's Platform**") is interested in PAY AREA being the institution providing the payment service, and, where applicable, collection service, to the users registered on the Partner's Platform, in relation to the execution of payment transactions related to the participation of said users on the Partner's Platform.

NOWHEREFORE Both Parties undertake to observe the following PARTNERSHIP CONTRACT according to the following

TERMS AND CONDITIONS

ARTICLE 1. SUBJECT OF THE CONTRACT

- 1.1. The subject of the present contract is determining the framework in which PAY AREA will grant access to their payment platform and will provide payment services to the users registered on the Partner's Platform, in relation to the execution of payment transactions related to the participation of said users on the Partner's Platform, as well as, where applicable, the collection management. In turn, PAY AREA will grant the Partner's Platform access to their platform where they will be able to view the users' payment account with a statement on detailed transactions and balance, with prior express authorisation on behalf of the users.
- 1.2. Both Parties shall proceed to integrate their online platforms and they mutually undertake to ensure the proper functioning and security of their respective online platforms, as well as their appropriate integration, in a manner which PAY AREA can correctly provide users on the Partner's Platform with the payment service and the collection management.

ARTICLE 2. PROVISION OF THE PAYMENT SERVICE AND COLLECTION MANAGEMENT ON USERS — PROVISION OF ACCESS TO THE PARTNER'S PLATFORM

- 2.1. The provision of payment services to the users on the Partner's Platform by PAY AREA as well as the collection management will be regulated in compliance with the terms and conditions defined in the framework contract for payment services and mandate (hereinafter, referred to as the "Framework Contract"), which is found attached as **Appendix 1**. For the



purpose, PAY AREA will grant users on the Partner's Platform access to their own payment platform.

- 2.2. The PARTNER shall inform users during the Partner's Platform registration process that PAY AREA will provide the payment service regarding the execution of payment transactions related to said users' operations on the Partner's Platform.
- 2.3. During the Partner's Platform registration process, the users must subscribe to the Framework Contract in relation to the provision of payment services and mandate with PAY AREA.
- 2.4. The opening of the payment account will be made in the moment that the user completes the registration and transfers funds, either by bank transfer or credit card payment, to the bank account determined by PAY AREA in order to execute payment transactions to the beneficiaries which will be the Partner's Platform's users, the PARTNER (in relation to the fees that shall be paid to them, where applicable) or any other person or entity involved in the transaction.
- 2.7. The PARTNER shall inform PAY AREA of the moment in which the beneficiaries of the payment transactions sign the documents for the purpose of PAY AREA initiating the payment transactions previously ordered by the users.
- 2.8. The PARTNER shall prepare a Document for the issuance of SEPA Direct Debit mandates in the corresponding payers' accounts and shall forward it to PAY AREA so they can begin the collection process including, where applicable, the fees payable on behalf of the users to the PARTNER, thus PAY AREA shall receive the funds (i) on behalf of the users, in relation to the amounts of the financing granted through the Partner's Platform, and (ii) on behalf of the PARTNER, in relation to the payment of said fees.
Once the amounts regarding direct debits in the payers' accounts have been transferred to PAY AREA's bank account, PAY AREA shall according to the instructions received by the PARTNER pay the users the amounts related to the financing granted through the Partner's Platform and shall order the transfer of the amount of the aforementioned fees to the PARTNER's bank account. The PARTNER shall cooperate with PAY AREA with the purpose of identifying the corresponding charges and shall provide to PAY AREA all the necessary data and information necessary to manage the payments related to the financing granted through the Partner's Platform.
- 2.9. The funds regarding payment transactions related to the participation of the users on the Partner's Platform as well as the collection management of the amounts in terms of return on the financing granted through the Partner's

Platform will be channeled through bank accounts held by PAY AREA, exclusively dedicated to providing payment services and collection management for users on the Partner's Platform.

- 2.10. In accordance with article 10.1 a) of the Law for Payment Services, PAY AREA safeguards the funds received by the payment service users until the moment of execution of the payment transactions, keeping them in a separate bank account where said funds are not mixed with the funds of any other natural or legal person that is not the user of the payment service.
- 2.11. PAY AREA shall provide the PARTNER access to the information of the payment accounts managed by PAY AREA and information concerning the users on the Partner's Platform with the purpose of the PARTNER being able to verify the status of the execution of payment transactions linked to the Partner's Platform as per the instructions provided by the PARTNER to PAY AREA for the performance of the payment services. For said service, PAY AREA shall charge the PARTNER a fixed amount for the right to have access to said service over the course of one year and a variable amount in terms of the volume of transactions registered in the payment accounts. The PARTNER shall not disclose any information to the user regarding their payment account with PAY AREA as such information shall be provided by PAY AREA.

ARTICLE 3. REMUNERATION

- 3.1. For the provision of the payment service to users registered on the Partner's Platform, the collection management of the amounts concerning the financing executed through the Partner's Platform and the other concepts stated in Appendix 2, the PARTNER shall pay PAY AREA any fees and, where applicable, any costs which amount and form of payment are stated in said appendix. PAY AREA shall not charge the users registered on the Partner's Platform any fee nor cost for the provision of these services which shall be borne by the PARTNER. For the provision of services on behalf of PAY AREA to the PARTNER regarding access to the information of the users' payment accounts, PAY AREA shall charge the PARTNER the amount in the form of payment stated in Appendix 2.

- 3.2. The PARTNER shall transfer funds on a monthly basis to the account designated by PAY AREA for a sufficient amount to cover the fees and costs that are accrued in favour of PAY AREA. PAY AREA shall charge the fees and, where applicable, the costs accrued in their favour, plus the legally applicable VAT, at the time in which the corresponding services are provided. PAY AREA shall issue a monthly invoice with a description of

charges for the services provided during the month. The PARTNER shall replenish the amount for the provisions as soon as PAY AREA notifies them of the possible lack of adequate funds.

ARTICLE 4. PREVENTION OF MONEY LAUNDERING AND FINANCING OF TERRORISM (PML/FT)

4.1. For the purpose of PAY AREA being able to carry out their obligations required by the regulation on the prevention of money laundering and the financing of terrorism in relation to the application of due diligence measures, the PARTNER undertakes to:

- Inform users registered on the Partner's Platform that their information will be communicated to PAY AREA for the purpose of PAY AREA complying with their obligations imposed by the regulation on the prevention of money laundering and the financing of terrorism; and
- Include the users' information and documentation stated in the "Client file", which is attached as **Appendix 3**, given during the registration process on the Partner's Platform and which shall be provided to PAY AREA. In the case of having to modify such information and documentation, PAY AREA shall notify the PARTNER in order for them to include such information and documentation in the registration process.

4.2. In the case of PAY AREA having to request the PARTNER additional information and documentation regarding any of the users registered on the Partner's Platform, in relation to their identification as well as, where applicable, the accreditation of their activity or the lawful source of funds, in order to execute a payment transaction, the PARTNER shall collect such information and documentation and send it to PAY AREA.

4.3. PAY AREA can reject a payment order or refuse to execute one when there are reasons to believe that there is evidence of its connection to money laundering or the financing of terrorism.

ARTICLE 5. CONFIDENTIALITY

5.1. The Parties shall not disclose nor provide third parties with, nor shall they use for purposes other than the ones set in the present Contract, without express agreement on behalf of the other party, both during the term of the Contract, as well as after its termination, for whatever reasons, any information obtained by means of the present Contract or during prior



negotiations and related either directly or indirectly to both Parties and with their online Platforms.

In particular, this refers to any secret or confidential information regarding commercial activities, clients, know how, technology, information and communication technology systems (I.C.T.), finances or organisation of the other Party.

- 5.2. Both Parties shall use the information received on behalf of the other Party exclusively to fulfil the purposes of the present Contract.
- 5.3. In the case of breach of the obligations mentioned in the present Contract, the affected Party shall be entitled to file a complaint in respect of damage or prejudice which, where applicable, has been caused by the offending Party.

ARTICLE 6. DURATION AND TERMINATION OF THE CONTRACT

- 6.1.- Duration of the contract. The initial duration of the present Contract shall be of two (2) calendar years after the signing of the present Contract. Upon completion of this period, unless either Party has manifestly expressed otherwise with at least six (6) months before the termination of the initial Contract or any renewals, the present Contract shall be considered renewed by both Parties for an additional period of two (2) calendar years. The termination of the contract from the passing of time will not entitle neither of the Parties to the right of compensation.
- 6.2.- Termination due to breach of contract. The present Contract will be terminated in face of any of the following causes:
 - 1.- Mutual agreement between the Parties.
 - 2.- Extinction of the legal status of any of the Parties, at the request of the other Party.
 - 3.- When the other Party has declared bankruptcy, at the request of the other Party.
 - 4.- Withdrawal or lack of authorisation granted to PAY AREA in order to provide payment services, the subject of the present Contract, or to the PARTNER in order to carry out the activities pertaining to the Partner's Platform.
 - 5.- Total or partial breach of the obligations set in the present Contract on behalf of any of the Parties. Notwithstanding, the non-defaulting Party shall previously notify the defaulting Party and such Party will have a period of seven (7) days to rectify the event in question.
 - 6.- The commission of an unlawful activity in relation to receiving and executing payment orders.

7.- In the case of *force majeure* that prevents for a period exceeding two (2) months the compliance with the obligations set in the present Contract.

The Party requesting the Contract termination due to the existence of any of the aforementioned causes shall inform the other Party by means of a written statement of the concurrence of a termination cause, as well as their will to terminate the Contract, except in cases where there is mutual agreement, in which the Contract shall be considered ineffective from the time of receipt of the notification by other Party. In the case of Contract termination due to the commission of an unlawful activity, the Contract shall be considered ineffective from the time of the execution of said activity. PAY AREA may also terminate the Contract, effective immediately and without any obligation to compensate the PARTNER (i) when there is proof of a lack of cooperation by the PARTNER regarding significant security incidents if such event has not been cured within 7 days, or (ii) if there is proof of the execution of any unlawful transaction by means of the Partner's Platform, without prejudice to the right of acceptance of Contract continuation in this case if the PARTNER did not provably act willfully or by gross negligence. The decision to terminate the Contract on behalf of any of the Parties shall be deemed in any case without prejudice to the right to claim compensation for the loss and damage that could be caused.

6.3.- Termination effects. The termination of the Contract shall not exonerate the Parties from carrying out their pending obligations previously undertaken.

In any case, when a termination cause has been requested or has occurred, the status of pending balances between the Parties must be completely canceled. Thus, PAY AREA shall complete the execution of payment transactions received prior to the extinction of the present Contract, and the PARTNER shall proceed to the payment and commission settlement and, where applicable, the settlement of accrued expenses in relation to payment transactions that had been completed prior to the termination of the Contract.

Once the Contract has been terminated, the PARTNER shall immediately inform users registered on the Partner's Platform of the termination of the Contract with PAY AREA for the provision of the payment service regarding the execution of payment transactions related to the participation of said users on the Partner's Platform. Furthermore, the PARTNER shall eliminate any reference on the Partner's Platform concerning the provision of payment services on behalf of PAY AREA.

ARTICLE 7. NOTIFICATIONS

7.1. The addresses for the purposes of notifications are the addresses stated at the beginning of the present Contract. Furthermore, both Parties agree that

notifications may also be made via email to any of the following email addresses:

PAY AREA: jorgeanton@payarea.com.

THE PARTNER: francesco.marella@relender.it

- 7.2. In the case of any of the Parties changing their address for the purposes of notifications or email address, the Parties must appropriately communicate it to the other Party.


ARTICLE 8. DATA PROTECTION

8.1.- Data usage on behalf of PAY AREA.


PAY AREA may only use data that they have access to in the framework of the present Contract and in the Framework Contract in order to comply with their obligations and carry out payment and collection services. This applies both in the case of PAY AREA acting as the Party Responsible for data processing (in regards to PAY AREA's payment and collection service users in accordance with the Framework Contract attached) and in the case of PAY AREA acting as the Party in Charge of data processing (in regards to PAY AREA's payment and collection service indirect users whose personal data is accessible by PAY AREA and necessary for the compliance of the Framework Contract, including, for instance, information on the payment service beneficiaries). For clarification purposes, the Parties expressly agree that PAY AREA cannot in any case use the aforementioned data to send PAY AREA or any third party's commercial communications nor to offer any other type of product or service.

8.2.- Personal data processing.

Both parties declare and guarantee the compliance with their corresponding legal obligations in terms of protecting personal data, having adopted the necessary security, confidentiality and integrity measures for processing personal data in order to avoid their modification, loss or unauthorised processing and access in accordance with the provisions in the applicable regulations and taking into account the state of technology, the nature of the data and the risks they are exposed to. Each party under the present Contract shall be held liable for breaching their corresponding obligations in terms of data protection as outlined in the Contract.



In accordance with the provisions set out in the present Contract, the PARTNER acts as the Party Responsible for data processing of the users registered on the Partner's Platform. For their part, PAY AREA, in the framework of the payment and collection service they offer users registered on the Partner's Platform, acts as the Party Responsible for data processing of these users, in accordance with the provisions set out in the Framework Contract regarding payment and mandate services, which is attached to the present Contract as Appendix 1.



In order to comply with the provisions set out in the present Contract and in the Framework Contract regarding payment and collection services and in relation to any other of the PARTNER's users (different to those that PAY AREA directly offers payment and collection services to under the Framework Contract), such as the beneficiaries of the payment services, PAY AREA shall act as the Party in Charge of data processing. In this case, the PARTNER, acting as the Party Responsible for such data processing, shall allow PAY AREA, as the Party in Charge of data processing, to access the categories of data which are deemed to be strictly necessary in context and exclusively for the sole purpose of providing the services outlined in the present Contract and in the Framework Contract (hereinafter, referred to as "Services").

PAY AREA, as the Party in Charge of data processing, and their staff commit to complying with the current legislation on personal data protection at any time and, additionally, especially and without limitation, undertake the following obligations in regards to personal data that can be accessible to them when providing Services:

- 1. Party in Charge of data processing and their staff.** The Party in Charge of data processing and their staff shall only process data in the framework of providing Services and shall only do so according to the instructions received by the Party Responsible for data processing, excluding and prohibiting, in any case, any use that differs from what is allowed here, as well as for their own purposes.

To that effect, the Party in Charge of data processing shall only allow access to personal data to those employees that necessarily need them to provide Services to the Party Responsible for data processing. The Party in Charge of data processing guarantees that their employees have been informed of the processes they can carry out regarding the Party Responsible data and have the sufficient training and specialty in terms of data protection in order to provide Services; guaranteeing, in any case, the confidentiality of the data and respecting the security measures in place. To that effect, the Party Responsible for data processing reserves the right to control the actions of the employees of the Party in Charge of data processing by adopting internal measures.

The Party in Charge of data processing and their staff commit to not reveal, transfer, give nor communicate any third party the files or the personal data contained within them, whether verbally, written, by electronic or physical means, or by computer access, not even in order to retain them, except in the case of prior written authorisation by the Party Responsible for data processing and always within the framework and in accordance with the object of the present Contract.

The Party in Charge of data processing commits to help the Party Responsible for data processing by providing any information or documentation needed by the Party Responsible for data processing in order to allow them to exercise their right to access, rectification, cancellation, objection, processing limitation and data portability, and to not be object of individual automated decisions.

- 2. Security measures.** The Party in Charge of data processing is committed to adopting technical and organisational measures that may be necessary in

order to guarantee the security, confidentiality and integrity of personal data. Furthermore, they shall avoid their modification, loss or unauthorised processing and access, taking into account the state of technology, the nature of the data and the risks they are exposed to.

If the Party Responsible for data processing were to request it, the Party in Charge of data processing is committed to help and assist the Party Responsible in guaranteeing the compliance with the obligations in terms of data security and, where applicable, carrying out impact analyses prior to the processing of data.

3. Outsourcing. The Party in Charge of data processing may only be able to outsource external service providers whose intervention is deemed necessary for providing Services. The Party in Charge of data processing shall inform the Party Responsible of any expected change in the incorporation or substitution of other persons in charge. In this sense, the Party in Charge of data processing shall communicate the Party Responsible of this event with a prior written notice seven (7) days before the incorporation or substitution, stating the processes that will be outsourced and identifying the subcontractor. The outsourcing can be carried out if the Party Responsible of data processing does not express their objection within seven (7) days of the notification date. The Party in Charge of data processing is obliged to formalise in writing the corresponding contract for the provision of services with each subcontracted company; such contract shall contain the obligations set out in the present Contract for the Party in Charge of data processing in accordance with the Party Responsible's instructions. Notwithstanding the aforementioned, the Party Responsible for data processing authorises the Party in Charge of data processing to outsource to UE banking institutions the execution of payment and collection orders in order to comply with the provisions set out in the Framework Contract.

4. Professional secrecy. The Party in Charge of data processing is bound to professional secrecy regarding any of the personal data they have access to due to their relation with the Party Responsible in the provision of Services. This obligation shall subsist even after the relationship between the Parties has been concluded, thus constituting an indefinite obligation.

5. Prohibition of international data transfer. The Party in Charge of data processing guarantees and certifies that the access, or data processing where applicable, that they carry out within the framework of the present Contract for the provision of Services is carried out within the European Union and therefore do not execute international transfers outside of said territory. In the case of it being necessary to execute an international transfer of data, the Party in Charge of data processing must have prior authorisation from the Party Responsible. In such case, the Party in Charge of data processing shall sign the corresponding standard clauses on data protection adopted by the Commission.

Likewise, in the case that the Party in Charge of data processing carrying out any type of outsourcing, they guarantee that no international transfer of data shall take place.

In that effect, the Party in Charge of data processing relieves the Party Responsible of any type of liability that could derive from this situation.

- 6. Security breach.** The Party in Charge of data processing shall notify the Party Responsible, without undue delay, and in any case before the maximum period of twenty-four (24) hours by email to the contact address that has been provided, of any known security breach of personal data under their management, as well as any information deemed relevant for the documentation and communication of the incident. The Party in Charge of data processing shall not notify such security breach to the Spanish Agency of Data Protection nor the corresponding authority, nor the persons affected without prior written authorisation from the Party Responsible.
- 7. Liability.** In accordance with the provisions set in the applicable regulations, in the case of the Party in Charge of data protection using the data for any purpose different from the ones set out in the present Contract, or communicating them or using them and breaching the stipulations in the present Contract, they shall be held liable for the processing and shall be personally called to account for the administrative infractions in which they could incur. The Party in Charge of data processing shall be held entirely liable and, therefore, the Party Responsible shall be exempt of any responsibility, including administrative sanctions, expenses and costs that could derive from the breach of any of the obligations of the Party in Charge in accordance with the provisions set out in the present Contract and clause.
- 8. Destruction or return.** Once the Services have been provided by the Party in Charge of data processing to the Party Responsible, the Party in Charge shall destroy or return all copies of data they might have in their power, as well as any document or form that could contain personal data that could be processed. In order to do so, the Party in Charge shall immediately attest to the destruction or return of personal data in a written statement.
- 9. Control and audit.** In order to verify at any time the compliance on behalf of the Party in Charge of data processing of their obligations in terms of the present clause, the Party Responsible for data processing reserves the right to carry out controls and audits they deem necessary, either directly or by means of external professionals they freely assign. The Party in Charge of data processing shall cooperate with the Party Responsible by providing access to the facilities, offering in this sense any such information or documentation that may be required. In any case, the Party in Charge shall assist the Party Responsible in any request related to data processing and access to the personal data which are the object of the present Contract, providing them with any such information or documentation they require and supporting the Party Responsible's position before any body or institution whether public or private.

8.2.- Signatories' data.

The Parties intervening in the present Contract are informed that their personal data shall be processed in order to be used in regards to the development and execution of the present Contract, as well as the management and filing of the corresponding documentation. The legal basis for data processing is carrying out

and controlling the contractual relationship and providing any such relevant documentation, as well as maintaining historical entries on previous commercial relations. The data provided shall be retained for a period of time deemed necessary in order to guarantee the compliance with each Party's legal obligations. The personal data is not communicated to third parties nor transferred outside of the Spanish territory.

The Parties intervening, within the terms established in the current regulation on data protection, at any time, may exercise their right to access, rectification, elimination, objection, request of personal data processing limitations, portability and presentation of claims before a controlling authority. In order to do so, they can issue a written statement by email to any of the addresses specified in the seventh clause of the present Contract.

ARTICLE 9. GOVERNING LAW AND ALLOCATION OF JURISDICTION

The present Contract is governed by the Spanish Law, therefore, the Parties undertake to appear before the Courts of Law and Tribunals of Soria (Spain) for settling any dispute that may arise with respect to interpretation and fulfilment.

In witness thereof, the Parties execute this protocol and sign two copies of the present Contract on the date and place indicated at the beginning of the Contract.


PAY AREA
Signed- Jorge Antón Sanz
THE PARTNER
Signed- Francesco Marella

Appendix 1

Framework contract for payment services and mandate

BETWEEN the user registered on the Partner's Platform;

(hereinafter, the "**user**");

AND MYTRIPLEA FINANCIACIÓN PFP, S.L., Spanish limited company, whose registered office is at Centro de Negocios las Camaretas, Calle N, nº 6, 4º planta, Golmayo, Soria, and fiscal number is B42206037, registered in the Mercantile Register of Soria, Volume 193, Page 210, first entry; represented by Mr Jorge Antón Sanz, in his capacity as the sole administrator, by virtue of a public document signed before Ms Eva Sanz de Real, a Madrid Notary, on April 23 2013, at entry no. 319 in her notarial register, and registered in the Mercantile Register of Soria, Volume 193, Page 210, first entry; (hereinafter, referred to as "**PAY AREA**");

WHEREAS both Parties undertake to acknowledge each other's sufficient legal capacity to observe the following contract for payment services and mandate (hereinafter, referred to as the "**Contract**"), therefore, the **Parties**

DECLARE THAT

- I.** MYTRIPLEA, who provides payment services under the brand Pay Area, is a payment institution authorised by the Ministry of Economy and Competitiveness, in the terms established in Law 16/2009, dated November 13, regarding payment services ("**LSP**"), and in Royal Decree 712/2010, dated May 28, on rules governing payment services and payment institutions. PAY AREA is registered in the Register of Hybrid Payment Institutions of the Bank of Spain with code number 6869. PAY AREA's activity is supervised by (i) the Bank of Spain, in relation to the provision of payment services and (ii) the Executive Service of the Commission for the Prevention of Money Laundering and Monetary Infringements, in relation to the compliance with legal provisions in the context of the prevention of money laundering and the financing of terrorism.
- II.** The user registered on the Partner's Platform.
- III.** PAY AREA has entered into an agreement with RE-Lender S.p.A., with registered offices in Milan, Corso di Porta Vittoria, 9, share capital euro 2.201.000,00, tax code, VAT number and number of registration at Companies Register of Milan Monza Brianza and Lodi 06816441213 (the "**Partner**") for the provision of payment services to users registered on the lending crowdfunding platform managed by the Partner (the "**Partner's Platform**") in relation to the access of PAY AREA's technology, the execution of payment transactions in relation to the participation of said users on the Partner's Platform, as well as the collection management of the funds related to the financing executed through the Partner's Platform.
The user, in their capacity as a payment service user, is interested in having PAY AREA as their payment service provider in relation to the execution of payment transactions regarding their participation on the Partner's Platform. Furthermore, the user is interested in having PAY AREA manage the collection of the amounts related to the execution of the financing through the Partner's Platform.
- IV.** When the user is a natural person that acts in the present Contract for purposes which are outside of that person's trade, business or profession, the user shall be considered a consumer.

- V. In view of the above, the Parties agree to sign the following Contract, which shall be carried out in accordance with the following.

CONTRACTUAL PROVISIONS

1. Opening the user's payment account ("user's account")

- 1.1. By means of the present Contract, PAY AREA shall proceed to the opening and maintenance of a payment account for an indefinite period of time under the terms provided under the regulation of payment services (hereinafter, referred to as the **"user's account"**), with the user acting as the holder and using it exclusively in regards to the execution of payment transactions in relation to their participation on the Partner's Platform for the beneficiaries which will be (i) other users on the Partner's Platform, (ii) the Partner, in relation to the fees which, where applicable, the user shall pay, or (iii) any other person or entity that participates in the financing transaction on the Partner's Platform (hereinafter, referred to as the **"beneficiaries"**).

Any action initiated by the user in which PAY AREA places, transfers or withdraws funds from the payment account, regardless of the underlying obligations between the payer and the beneficiary of the transaction, shall be considered a payment transaction.

- 1.2. The opening of the payment account will be made in the moment that the user completes the registration on the Partner's Platform and transfers funds, either by bank transfer or credit card payment, to the bank account determined by PAY AREA in order to execute payment transactions to the beneficiaries.
- 1.3. The bank number for the payment account created in virtue of the present Contract shall be notified to the user by means of the Partner's Platform.
- 1.4. The payment account shall be linked to the execution of payment transactions, specifically:
- a) Transfers to the "beneficiaries".
 - b) Payments of the amounts related to the financing executed through the Partner's Platform made on behalf of the user.
- 1.5. PAY AREA shall not carry out standing orders issued by the user by debit on the user's account in which the beneficiary of the transaction is said user, as provided in Article 22.2 of Royal Decree 712/2010 of May 28, on the legal provisions of payment services and payment institutions.
- 1.6. The activation of the payment account and consequent availability of the funds paid in such account shall be subject to the prior submission on behalf of the user of the information and documentation required by PAY AREA during the registration process on the Partner's Platform, in compliance with the obligations required by the regulation on the prevention of money laundering and the financing of terrorism, which could include documentation that justifies the user's activity or the lawful source of funds.
- 1.7. The user expressly authorises the Partner to access the information of the user's account with the sole purpose of being able to verify the status of the execution of payment transactions linked to the Partner's Platform in which the user participates. The Partner shall not generate information in regards to the user's account, having said information provided by PAY AREA.

2. Operational constraints on the user's account

The user's account shall have the following operational constraints:

- 2.1. No interest shall be accrued.
- 2.2. From the moment of opening the account and at all times, the user's account shall have a cash deposit account (bank account) associated to said account in a credit institution authorised in Spain or in a member state of the European Union, and must provide a supporting document stating that the user is the holder of the account. This bank account shall be referred to as the "associated bank account" and can be modified by the user by means of the pertinent proof of ownership. When by any cause that may arise there is no associated bank account, PAY AREA shall make the user's account's balance available to the user by delivering a nominative cheque by mail and promptly informing the user of this circumstance.
- 2.3. When no payment transactions have been executed in the user's account during the last year, PAY AREA shall transfer the user's account's balance to the associated bank account. In this sense, inbound and outbound operations made by the user who is the holder of the bank account shall not be considered payment transactions.
- 2.4. The user's account cannot present debit balance for the payment transactions initiated directly by the user, thus the users may only issue payment orders for a maximum of the available funds in the user's account.

3. Payments and debits in the user's account

- 3.1. The user can provide funds to the user's account by any of the following channels:
 - a) Transfer from their associated bank account to PAY AREA's bank account.
 - b) Payment by a debit or credit card held by the user for payments of the corresponding amount to PAY AREA's bank account.
For the purpose of allowing the user to provide funds to the payment account by charging their bank card, PAY AREA has incorporated a virtual POS system provided by their banking institution.

Said funds shall be paid in the user's account as soon as the payment has been accredited in PAY AREA's bank account.

The costs charged to the user by their payment service provider as a consequence of the transfer of funds to PAY AREA's bank account shall be borne by the user. The funds transferred to the user's account can only be destined to the execution of payment transactions to the beneficiaries, without prejudice to the provisions set in clause 2.3.

- 3.2. The user can provide funds to the user's account by any of the following channels:
 - a) Transfer order to pay the beneficiary issued in accordance with the provisions set in clause 4.1.
 - b) Payment order to the associated bank account referred to in clause 2.2. issued directly through PAY AREA's platform.
PAY AREA shall carry out the payment requested by the user to their associated bank account through bank transfer.

4. Authorisation, reception and revocation of payment transactions

- 4.1. Payment orders shall be considered authorized by the user when they have consented to their execution in accordance with the terms provided in Article 25 of the LSP. In this sense, the user shall directly express their consent through PAY AREA's platform in accordance with the authentication procedure established by PAY AREA and using security credentials provided by PAY AREA. The Partner's Platform shall include a specific process for direct connection to PAY AREA's platform in order for the user to issue the payment order.

4.2. Both Parties agree that the moment of reception of the payment order, for the purposes of calculating the start of the period in which it shall be executed, shall be the business day in which the Partner confirms with PAY AREA:

- (i) The signing of the corresponding documents with the beneficiaries of the payment transactions.
- (ii) Where appropriate, at the time of payment on behalf of the user of the accrued amount in favour of Partner or any other person or entity that participates on the Partner's Platform in which the user participates.

In any case, the payment order shall not be considered received by PAY AREA if the balance of the user's account is less than the amount indicated on the payment order.

4.3. In virtue of the provisions set in Article 37.4 of the LSP, the user may revoke the payment order no later than the end of the business day prior to the day established for its reception provided in the aforementioned provision 4.2.

5. Payment transaction execution period

5.1. The following execution periods have been set:

- a) In the case of transfer orders to the beneficiaries, the payment order's value date shall be the same day in which it is debited to the user's payment account with PAY AREA and the amount of the operation shall be transferred to the beneficiary's bank account within a maximum period of one (1) business day since the reception of the payment order on behalf of PAY AREA.
- b) In the case of payments to the user's account of the amounts related to the financing executed through the Partner's Platform, said payment shall be made effective on the business day in which such amounts have been in turn paid to PAY AREA's bank account. These funds shall be available to the user within a maximum period of one (1) business day since the payment of the amount in PAY AREA's bank account, thus the date of such payment shall be featured in the information related to the payment in user's account with PAY AREA.

5.2. A business day shall be considered the business days of banks in Soria, capital city of the province of Soria.

6. Payment transaction rejection on behalf of PAY AREA

6.1. PAY AREA may reject the execution of a payment transaction in accordance with the terms provided in Article 36 of the LSP and will notify the user of this rejection and, where possible, the reasons of said rejection as well as the procedure to follow in order to rectify possible factual errors that may have caused this circumstance, except in the cases where regulations prohibit such notification.

6.2. The notification of the suspension or rejection of the execution of a payment transaction shall be made by telematic means and shall be carried out on the business day following the moment of the suspension or rejection.

6.3. Payment transactions that have been rejected by PAY AREA shall be considered as not received for the purposes provided in stipulations 5 and 9 of the present Contract, in accordance with the provisions set in Articles 40 and 45 of the LSP.

7. Information

- 7.1. PAY AREA shall provide the user updated information on the status of their payment transactions and balance regarding the provision of funds as well as any other type of relevant information. Notwithstanding, users that are considered consumers shall have the right to receive this information on paper or any other durable form at any moment, prior express request to PAY AREA.
- 7.2. Furthermore, in regards to payment transactions carried out by users that are considered consumers, once the amount of a payment transaction has been charged in the user's account with PAY AREA or a payment has been carried out, PAY AREA shall provide the user through the aforementioned medium the following information:
- A reference number that allows the user to identify the payment transaction as well as the information in regards to the beneficiary.
 - The amount of the payment transaction in Euros.
 - The amount of any other costs, where applicable, that have arisen from the payment transaction, with their details.
 - The value date of the debit and the reception date of the payment order.
- PAY AREA will provide the user with this information once a month for free following the aforementioned process.
- 7.3. PAY AREA will provide the user with all the information legally required in Italian and/or English, unless required to do so by law in any other language.

8. Notification of unauthorised or incorrectly executed payment transactions

- 8.1. When the user becomes aware of an unauthorised or incorrectly executed payment transaction, they must notify PAY AREA through the Partner's Platform, without undue delay, in order to proceed to its rectification. In this sense, it shall be deemed that the user has been aware of a payment transaction when they have consulted the status of their user's account or five (5) days after PAY AREA has notified them by email of the availability of the information regarding the corresponding payment transaction. In any event, such communication has to be notified to PAY AREA within 13 months for the date of the payment. In accordance with the provisions set in Article 23 of the LSP, in the case where a user is not considered a consumer, the user will not fall within the scope of Article 30 of the LSP in relation to proof of authentication and execution of payment transactions.
- 8.2. Once PAY AREA has received a notification from the user regarding an unauthorised or incorrectly executed payment transaction for reasons attributable to PAY AREA, PAY AREA shall reset the user's account to the status that would have existed if the payment transaction had not taken place.
- 8.3. In accordance with the provisions set in Article 32.2 of the LSP, the total amount of the losses that arise in the case of the unauthorised payment transaction taking place due to the user's own fraudulent actions or deliberate default or due to gross negligence in their obligations to protect their user name and passwords or in communicating PAY AREA the unauthorised use of said security elements within the period indicated in this clause, shall be borne by the user.

9. Liability of PAY AREA in terms of non-execution or defective execution of a payment transaction

- 9.1. When PAY AREA executes a payment transaction according to the "unique identifier" provided through the Partner's Platform (IBAN code of the beneficiary's bank account), or provided by the user (IBAN code of their associated bank account), the operation shall be deemed correctly executed.
- 9.2. PAY AREA shall not be liable for the non-execution or defective execution of a payment transaction if the unique identifier were incorrect. Notwithstanding, in such case, PAY AREA shall make the reasonable efforts in order to recover the funds from the payment transaction and transfer them to the user's account, albeit PAY AREA can charge the user for the banking costs derived from recovering the funds and transferring them to the user's account.
- 9.3. PAY AREA shall be liable to the user for the correct execution of the received payment transaction inasmuch as it is under PAY AREA's control in accordance with the following terms:
- a) In the case of transfer orders to the beneficiary, until PAY AREA has correctly issued a transfer order to the credit institution where PAY AREA has its bank account and the amount of the payment order issued by the user has been debited.
 - b) In the case of payments to the user's account of any of the amounts related to the financing executed through the Partner's Platform, from the moment in which the funds from the promoter's payment service provider have been received and until the moment in which they have been paid in the user's account with PAY AREA.
- 9.4. In the case of non-executed or defectively executed payment transactions, in the cases where PAY AREA is held liable to the user, PAY AREA will reset the user's account to the status that would have existed if the payment transaction had not taken place. In any case, PAY AREA shall make the reasonable efforts in order to discover the information relative to the payment transaction, prior request and regardless of liability, and shall notify the user of the results.

10. Non-liability of PAY AREA – force majeure

- 10.1. PAY AREA shall not be liable for the incorrect execution on their behalf of the transactions in the case of exceptional or unpredictable circumstances out of their control, the consequences of which would have been inevitable despite all efforts to the contrary (force majeure), as well as in the case of an incorrect execution due to the fulfilment of other legal obligations.

11. Destination and safeguard of the payment services' users' funds

- 11.1. In compliance with the provisions set in Article 10.1 a) of Law 16/2009 of November 13 in relation to payment services, PAY AREA informs the user that PAY AREA shall safeguard the funds received by users subject to the following procedure: The funds shall not be mixed with funds of any other natural nor legal person that are not users of the payment services in whose name the funds are available and, in the case of the funds being available to PAY AREA and having not been yet delivered to the beneficiary at the end of the business day following the reception of the funds, they shall be deposited in a separate bank account in a credit institution or they shall be invested in secure, liquid and low-risk assets, in accordance with the terms established in Article 17.2 of the Royal Decree 712/2010 of May 28. In accordance with Article 10.1 a) of Law 16/2009 of November 13 in relation to payment services, users acting as holders of the funds shall have the right of separation of the aforementioned accounts and assets, under bankruptcy law, as beneficiaries of PAY AREA's payment service in regards to possible claims by other creditors of PAY AREA, in particular in the event of insolvency.

12. Mandate on collection management of the amounts related to the execution of a financing through the Partner's Platform

- 12.1. In cases where applicable, by means of the present Contract, the user (agent) assigns PAY AREA (principal), who accepts, the mandate in terms of carrying out the collection management of the amounts that the user must pay and receive with regard to the operations published on the Partner's Platform in which they participate.
- 12.2. The Partner shall prepare a Document for the issuance of SEPA Direct Debit mandates in the payers' accounts and shall forward it to PAY AREA so they can begin the collection process from the promoters of the amounts in relation to the financing executed through the Partner's Platform that shall be paid to the user, thus PAY AREA shall receive the funds on behalf of the user.
- 12.3. Once the amounts regarding direct debits in the payers' accounts have been transferred to PAY AREA's bank account, PAY AREA shall immediately pay the user the relevant amount.
- 12.4. The user expressly authorises PAY AREA to collect the amounts due with regard to the execution of a financing through the Partner's Platform from the relevant payers in their name. The user shall have access to the information on the payments received in regards to each financing project and the value date of the payment through their account on the Partner's Platform.

13. Duration and withdrawal. Termination and modification of the Contract

- 13.1. The Contract shall have an indefinite duration, with both Parties being able to terminate it at any moment by giving one (1) month's written notice in the case of termination requested by the user and two (2) month's written notice in the case of PAY AREA. In the case of a user which is not considered a consumer, the period of advance notice for both Parties shall be one (1) month. The advance written notice shall be carried out on behalf of both Parties through the Partner's Platform. Any Party may terminate the present Contract effective immediately in the case of breach of any of the obligations of the other Party in accordance with the legally provided terms.
- 13.2. Furthermore, the present Contract shall also be terminated in the case of the termination of the contract signed by PAY AREA with the Partners.



- 13.3. In the case of termination, PAY AREA shall proceed to the completion of the received payment transactions, whereupon PAY AREA will transfer the existent balance of the user's account to the user's associated bank account.
- 13.4. When the user is considered a consumer, the user may exercise, without any justification or penalty, their right of withdrawal within the period of 14 calendar days following the grant date. The user may exercise their right of withdrawal from the present Contract by sending the pertinent notification through the Partner's Platform. Notwithstanding the aforementioned, in the case of PAY AREA transferring the funds in relation to the payment transaction to the beneficiary properly authorized by the user, the user may not exercise their right of withdrawal, even if the aforementioned period of 14 calendar days has not yet expired. Immediately after receiving the withdrawal notification, PAY AREA shall make available to the user in their account any amount that may have been received, except the funds related to the payment transaction that had already been transferred to the beneficiary.
- 13.5. PAY AREA may modify the conditions established in the present Contract at any time. In the case of users which are considered consumers, PAY AREA must communicate the user of said modification, expressly, through the Partner's Platform, with two (2) month's advance regarding the effective date of the modification, giving the user the time to terminate the present Contract immediately and without any cost before the effective date of the modifications. If the aforementioned period has expired and the user has not communicated PAY AREA through the Partner's Platform their refusal to accept the modification, such modification shall be deemed accepted by the user.

14. Commissions and costs

- 14.1. In virtue of the agreements between PAY AREA and the Partner, PAY AREA shall not charge the users registered on the Partner's Platform any fee nor cost for the provision of payment services, nor for the collection management of the amounts related to the execution of a financing through the Partner's Platform.

15. Notifications and claims

- 15.1. At any time during the contractual relationship, users which are considered consumers, and if they request so, shall have the right to receive the contractual conditions of the present Framework Contract, as well as the information legally required in regards to effective payment transactions on paper.
- 15.2. PAY AREA provides Customer Service (CS), in conformity with the obligations provided in Order ECO/734/2004 of March 11 in relation to Customer Care Departments and Services and the Defense of Customers of Financial Entities, with the purposes of assisting and solving both complaints and claims made by PAY AREA's clients in regards to the provision of payment services. Users may direct their complaints and claims to Customer Service or contact said service at the postal address that appears at the beginning of the present Contract or by email at sac@mytripleaprestamos.com. The utilisation of information technology, electronic or telematic resources shall be carried out in accordance with the requirements provided in Law 59/2003 of December 19 in relation to electronic signatures. The CS agent shall assist and solve any complaint or claim submitted by the users within a period of two (2) months since the submission to Customer Service. The procedure to be followed in the resolution of complaints and claims is defined in the Rules and Regulations on the Performance of Customer Service which is available to all users on PAY AREA's website. Only in the case of a claim presented before PAY AREA's Customer Service being dismissed, or in the case of the expiration of a one-month period where said Customer Service has expressly notified the user of its resolution, the user can submit their claim before the Market Conduct and Claims Department

of the Bank of Spain at the following address: Calle Alcalá 50, 28014 Madrid; or at the following email address: sjuscr@bde.es.

16. Contract assignment

- 16.1. PAY AREA can assign the present Contract, fully or partially, to any other company in their Group or to third-party companies without prior express consent on behalf of the user. The assignee entity must be a company authorised to provide, at least, the same payment services as PAY AREA.

17. Privacy and data protection

- 17.1. The user accepts that all personal data provided to PAY AREA can be collected, stored, processed and used by PAY AREA, as the Party Responsible for data processing in order to process and execute payment services and payment and/or collection orders. The data processing is legitimised by the execution of the Framework Contract for payment services and mandate, as well as the compliance with Pay Area's legal obligations. Likewise, the personal data can be at the disposal of the beneficiaries of the payment services, other service providers for the compliance with payment services, and regulatory organisms in the financial sector. The user may exercise their right to access, rectification, elimination, objection, data processing limitation, portability and presentation of a claim before a controlling authority, as stipulated in the additional information available in the Privacy Policy attached to the present Contract as an Appendix.

18. Governing law and allocation of jurisdiction

- 18.1. The present Contract is governed by the Spanish Law, and within it, by the principles and rules established by the Common Civil Law, , as well as the rules set in Law 16/2009 of November 13 in relation to payment services, the Royal Decree 712/2010 of May 28 on rules governing payment services and payment institutions, the Order EHA/1608/2010 of June 14 with respect to transparency regarding contractual conditions and information requirements applicable to payment services, as well as other Spanish normative provisions that may be applicable to the provision of payment services.
- 18.2. In cases in which the current legislation foresees the possibility of any of the Parties to be governed by a specific Local Law, PAY AREA and the user, expressly waiving any other jurisdiction, are subject to the Court of Laws and Tribunals of Soria, capital city of the province of Soria, except in the cases in which another Local Law were to be applied compulsorily by law in which case the Parties shall expressly be subject of said Local Law.
- 18.3. The Regulation on Transparency and Protection of Users of Payment Services applied to PAY AREA's users is listed below:
- Law 16/2009, of November 13 in relation to payment services.
 - Royal Decree 712/2010, of May 28, on rules governing payment services and payment institutions.
 - Order EHA 1608/2010, of June 14, with respect to transparency regarding contractual conditions and information requirements applicable to payment services.
 - Order EHA/1718/2010, of June 11, on regulation and control of advertisements of banking services and products.
 - Order ECO/734/2004, of March 11, on Customer Care Departments and Services and the Defence of Customers of Financial Entities

- Bank of Spain Circular 6/2010, of September 28, on advertisements of banking services and products.
- Law 7/1998, of April 13, on General Contractual Conditions.

In the case of users which are considered consumers, the following rules shall also be applicable:

- Royal Legislative Decree 1/2007, of November 16, approving the Codified Text of the General Law on the Defence of Consumers and Users and other complementary laws.
- Law 22/2007, of July 11, on distance marketing of financial services destined to consumers.

