

TERMS AND CONDITIONS

NOTIFICATION OF ASSIGNMENT OF RECEIVABLES

1. OBJECT

Capitalized terms in these Terms & Conditions are defined below.

“Aria Service”: refers to the advance payment of Receivables by the Assignee in return for the acquisition by the latter of a Receivable held by the Supplier against a Client.

“Assignee” or “Aria”: refers to ARIA, a simplified joint stock company under French law, with capital of 4,524.42 euros, whose head office is located at 5, rue Pleyel, 93200 Saint-Denis, with its offices at 198, avenue de France, 75013 Paris, registered with the Bobigny RCS under number 839 836 608.

“Assignor”: refers to (i) the Partner or (ii) any person who, as part of their professional activity, provides one or more services for the benefit of a Client with whom they have been put in contact via the Partner and who has accepted these Terms & Conditions; the Assignor must have a registration number with a national or local company register (or equivalent).

“Client”: refers to any legal entity presented by the Partner to the Assignor and linked by a contract to the Assignor under which the Assignor has carried out a service or a mission.

“Invoice”: refers to any invoice issued by the Supplier or the Partner to the attention of the Client in consideration of a Service, representative of a Receivable.

“Partner”: designates any legal entity having put the Client and the Supplier in contact and having subscribed to the services offered by the Assignee.

“Party”: refers to the Assignee or the Client.

“Receivable”: refers to any present or future receivable that the Supplier or the Partner holds against the Client following the completion of a Service.

“Service”: refers to each provision of service, including any sale of goods, carried out by the Supplier for the benefit of the Client, following the presentation by the Partner.

“Supplier”: refers to any legal entity carrying out, as part of its professional activity, one or more Services for a Client to whom it has been presented by the Partner.

“Terms & Conditions”: refers to these terms and conditions notifying the Client of an assignment of receivables.

2. OBJECT

A factoring agreement was concluded between the Assignor and the Assignee, having as its object the Aria Service and resulting in a substitution of creditor for the Client in the person of the Assignee.

By accepting these Terms & Conditions, the Client acknowledges the assignment of the Receivables and the resulting substitution of creditor in his regard, in the person of the Assignee.

3. CONDITIONS FOR THE ASSIGNMENT OF RECEIVABLES

Eligible parties: Access to Aria Service is reserved for legal entities acting within the framework of their professional activity and is subject to the discretionary acceptance of the Assignee.

Eligible receivables: to be eligible for assignment, each Receivable is subject to an analysis by the Assignee, which relates in particular to the KYC of the Assignor, the

Client's solvency and the consistency of the Invoice.

Duration: for an indefinite period, from the first presentation of an Invoice instructing the Client to pay the related amount to Aria's account, and as long as the Receivables are assigned within the framework defined herein.

Scope: the assignment of receivables applies to any Invoice.

Consequences on payments to be made by the Client: any payment of an Invoice by the Client must imperatively and exclusively be made for the benefit of Aria.

Recovery: in the event of non-payment, the Assignee reserves the right to contact the Client using the contact details communicated to it by the Partner.

4. DECLARATIONS AND GUARANTEES

The Client acknowledges that the Receivables have been the subject of an assignment to the Assignee under the conditions required by the French civil code and expressly waives the right to invoke and oppose any nullity in order to refuse to pay the sums due under each Receivable to the Assignee, or where applicable to any other assignee.

5. PROTECTION OF PERSONAL DATA

Collection and processing of personal data: within the framework of the execution hereof, each Party may be required to collect and process personal data belonging to the other Party or its legal representatives. Each Party undertakes to collect and process this data in accordance with the provisions of the General Data Protection Regulation (GDPR) and the national laws in force regarding data protection.

Purposes of data processing: personal data collected by each Party are used in the context of the execution hereof, as well as in compliance with the legal and regulatory obligations incumbent on each Party.

Data retention: each Party will only retain the personal data of the other Party for the period necessary to achieve the purposes for which it was collected, unless a longer retention period is required by law.

Data security: Each Party puts in place appropriate technical and organizational measures to guarantee the security and confidentiality of the personal data of the other party, in order to prevent any loss, alteration, unauthorized disclosure or unauthorized access to this data.

Rights of data subjects: Each Party undertakes to inform its legal representatives of the rights they have under the GDPR, in particular the right of access, the right of rectification, the right to erasure, the right to limitation of processing, the right to data portability and the right to object to processing. Each Party will facilitate the exercise of these rights by its legal representatives.

Data transfer: Each Party undertakes not to transfer the personal data of the other Party to third parties without the prior consent of the latter, unless such transfer is necessary for the execution of these presents or if it is required by law.

Contact: For any questions regarding the collection, processing or protection of personal data carried out by Aria, the Client can contact Aria on this address: privacy@helloaria.eu.

6. APPLICABLE LAW

These Terms & Conditions are governed by French law and interpreted in accordance with it. The resolution of any dispute or difference, whatever it may be, between the Parties, within the framework of or due to these General Conditions, in particular with regard to their existence, their validity, their interpretation, their execution or non-execution or their termination will be subject to the exclusive jurisdiction of the Paris Commercial Court, even in the event of summary proceedings, warranty claims or multiple defendants, whether the basis is contractual or tort.