

TERMS OF SALES

Between SILVERSQUARE LUXEMBOURG S.A., société anonyme, having its registered office at 21, rue Glesener, Glesener, L-1630 Luxembourg and registered with the Luxembourg Register du Commerce et des Sociétés under the number B216.290 (hereafter the "Service Provider"); And

Any private individual and/or legal entity affiliated for benefitting from the Service Provider's provision of coworking space (hereafter the "Affiliate"). The Service Provider and the Affiliate are jointly referred to as the "Parties".

The following has been agreed.

ART. 1 / GENERAL PROVISIONS

These general terms and conditions (hereinafter the «GTC») determine a precise and complete legal framework, which applies to the affiliation contract (hereinafter the «Affiliation Agreement») by which the Affiliate benefits from the all the services detailed in Article 3 or even additional detailed services offered by the Service Provider in Article 4 of the GTC for the monthly price agreed by the Service Provider (hereinafter the «Subscription»).

It is specified that the Provider does not provide any domiciliation service to the Affiliate, pursuant to the law of May 31, 1991 governing the domiciliation of companies.

The Service Provider reserves the right to modify the GTC at any time by publishing a new version on the website <http://www.silversquare.eu/> (hereinafter the «Website»). The applicable GTC are those being in force on the date of their signature by the Affiliate (or the first payment in case of multiple payments) at its affiliation. The GTC are available on the Website. The Service Provider also ensures that the acceptance of the GTC is clear and unreserved by signature of the GTC by the Affiliate and concomitantly with the signing of the Affiliation Contract between the Provider and the Affiliate. The Affiliate acknowledges having read all of the GTC prior to its affiliation and having accepted them without restriction or reservation. The Affiliate acknowledges that it has benefited from the advice and information necessary to ensure the suitability to his needs of the offer proposed by the Provider. The Affiliate declares to be able to legally contract under Luxembourg law or to validly represent the natural or legal person for which it is committed. Unless proved otherwise, the information recorded by the Provider constitute proof of all transactions.

ART. 2 / PURPOSE

The present GTC determine the rights and obligations of the Parties under the Affiliation Agreement concluded between them.

ART. 3 / SERVICES OFFERED IN COWORKING SPACE

By signing the Affiliation Contract, the Affiliate benefits from all the services listed below with respect to the Service Provider's coworking spaces:

- Coworking spaces are defined as being all areas accessible to all affiliates (kitchen, bar, kennels and offices in the open space, cockpits), as well as areas which can be privatized (meeting rooms, stage, closed offices, parking spaces and cellars).
- Participation in events organized by the Service Provider for the exclusive benefit of the Affiliates;
- Providing the Affiliate with a coworking space equipped according to the terms and conditions set by the subscription chosen by the Affiliate;
- Providing the Affiliate with common meeting rooms in accordance with the terms and conditions determined by the subscription chosen by the Affiliate;
- Providing the Affiliate with common areas (corridors, toilets, elevators, administrative premises, etc.);
- Providing the Affiliate with common office equipment (printers, photocopiers, etc.);
- Providing the Affiliate with an ITC infrastructure (Wi-Fi or cable internet access, VoIP telephony system, etc.);
- Regular cleaning of offices and common areas, general maintenance of the site and its equipment;
- Permanent presence of reception staff during working days and office hours as well as a personalized reception of visitors;
- Offering of other reception services such as the daily management and sorting of mail by coworking space staff.

It is expressly stated that the provision of one or more private offices constitutes only an additional service with respect to the service contract concluded or to be concluded between the Affiliate and the Service Provider. The GTC and any Affiliate Agreement will therefore never be considered as a commercial lease, office lease, or any other type of lease enjoying the protection of a particular legislation. The services described above, as well as the additional services included in the Affiliate Agreement concluded between the Affiliate and the Service Provider, will be provided during business days.

ART. 4 / ADDITIONAL SERVICES

The Service Provider also offers optional additional services, such as a private space, of which the Affiliate may benefit, provided that it subscribes to them separately in the Affiliation Agreement. The list of all the additional services, which are not included in the Affiliation Service, offered by the Service Provider as well as their respective fees are set out in the services appendices to the GTC and the concluded Affiliation Agreement. An additional list of the additional services is made available by the Service Provider to the Affiliate at the reception of each center. These additional services will be billed in addition to the subscription at the end of each month, plus VAT and payable according to the general conditions of payment in Article 5. In addition to the annual indexing of a minimum of 2% (two percent), the Service Provider reserves the right to change the costs of the additional services at any time by a written notification addressed to the Affiliate at least one (1) month prior to the date on which the change costs shall take effect.

ART. 5 / SUBSCRIPTION FEES AND PAYMENT METHODS

Subscription fee The fixed subscription fee comprises the following fees and charges:

- the conventional charges: water, electricity and heating, it being understood that the respective meters are open, from the distribution companies, on behalf of the center made available by the Service Provider itself;
 - regular cleaning of the office space and common areas;
 - charges, taxes and duties relating to the building of the center made available to the Service Provider and to the property that equips it: insurance, real estate tax, regional or various municipal taxes.
- The Affiliate is not entitled to waive some of the services offered above by the Service Provider for a price reduction.

The Affiliate will have to pay the full amount of the guarantee (see article 6) and the Subscription, the costs and all other amounts due before having access to the facilities of the center(s) made available to it by the Service Provider. The Subscription is calculated on a monthly basis and must be paid in advance by the 20th (twentieth) day of the month preceding the period to which the billing relates. The Affiliate may also modify its Affiliation Agreement by giving one month's written notice, starting on the first day of the month following the receipt of the request by the Service Provider. In addition to the annual indexing of a minimum of 2% (two per cent), the Service Provider reserves the right to change the costs of its additional services at any time by notifying the Affiliate in writing with a notice of one (1) month following the receipt of the Affiliate's request.

Payment method Billing by credit card or direct debit from the Affiliate's bank account is one of the conditions required for the subscription of the Affiliation Contract. Therefore, the Affiliate authorizes the Service Provider to charge the Subscription as well as the guarantee on said

credit card or bank account at any time during the billing period. In the event that the levy is not effective, the Affiliate agrees to pay the Subscription to the Service Provider within seven (7) days of issuing the invoice. In the event of late payment of the Subscription, the Affiliate shall be liable to default interest in accordance with and under the conditions provided for by the law of 18 April 2004 on payment periods and interest delay, without the necessity for any formal notice or legal claim. A partial month of the Affiliate's Affiliation is considered and billed as a full month. In addition, any invoice remaining unpaid despite the procedure of recall of the Service Provider with the Affiliate, may result in the suspension of the services of the Service Provider until full payment of the unpaid invoices, without that the Affiliate may consider this as a contract termination

ART 6 / SECURITY DEPOSIT

A guarantee equal to two (2) months of Subscription (VAT excluded) is required and must be given to the Service Provider when signing the Affiliation Agreement and the GTC. The Affiliate expressly authorizes the Service Provider to deposit monthly payments that have not been paid in due time, from the deposit made with the obligation for the Affiliate to restore the entirety of the guarantee within one month. The guarantee paid by the Affiliate will be returned no later than two (2) months after the expiry of the Affiliation Agreement concluded in parallel with the GTC, provided that the Affiliate has fulfilled all of its obligations, failing which, the sums remaining due will be impounded by priority on the present deposit constituted by the Affiliate.

ART. 7 / TRANSFER

The Affiliation Agreement is entered into by the Service Provider with the Affiliate and may under no circumstances be the subject of an assignment, whether total or partial, whether in return for payment or free of charge.

ART. 8 / TERM OF THE AGREEMENT AND THE GTC

The Affiliation Agreement and the GTC are concluded for an indefinite period. They may be terminated at any time in accordance with the conditions set out in Article 14 of the GTC.

ART. 9 / ACTIVITIES OF THE AFFILIATE

The Affiliate may engage in any commercial or civil activity, except those being dangerous, unhealthy, polluting, contrary to public order or morality, or those that may cause any nuisance to the Service Provider and / or its customers. In any case, the Affiliate may not use the Service Provider's infrastructure to establish: political or other related events, a home, a retail business, or a craft activity that is directly in contact with the public. The Affiliate undertakes to comply with all legal obligations relating to the legislation applicable to town planning and the right of establishment. Any breach relating to the non-respect of the rules in force will automatically terminate and automatically lead to the termination of the Affiliation Contract based on the exclusive wrongs of the Affiliate. The respective offense will be communicated without delay to the competent public authorities by the Service Provider. In case of serious nuisance because of the Affiliate during his period of affiliation, the Affiliate will be requested formally by email, to stop this nuisance as soon as possible and at the latest within twenty-four (24) hours. If necessary, the Service Provider shall have the right to terminate the said contract with immediate effect and at the expenses of the Affiliate in accordance with Article 14 of the GTC, without that the Service Provider is barred from claiming damages resulting from this nuisance.

ART. 10 / RIGHTS AND OBLIGATIONS OF THE AFFILIATE

During the execution of the Affiliation Contract, the Affiliate will be able to indicate on its commercial documents the address of the center made available to him by the Service Provider on the basis of its Subscription "Fix Desk" or "Private Office". The use of the name of the Service Provider by the Affiliate on its commercial documents is formally prohibited. The Affiliate retains full responsibility for its debts, charges, taxes and fees relating to its commercial activity. The Affiliate agrees to use the property provided by the Service Provider under the Affiliation Agreement and the GTC in line with the "prudent person principle" and not to adopt in the premises of the Service Provider or their immediate surroundings the following behavior:

- introduce or store explosives, flammable products and other unhealthy, noisy, smelly or illegal materials or objects in the premises made available by the Service Provider;
- throw away or dispose of old paper, garbage or other products in areas other than those designated for that purpose by the Service Provider;
- introduce animals inside the premises made available to the Affiliate by the Service Provider;
- smoke in the premises as well as in the building made available by the Service Provider;
- use fire appliances in the premises provided by the Service Provider;
- place, install or display objects in common areas, including signs, advertisements, billboards, boards or posters without the written consent of the Service Provider;
- use photographs of our spaces without the express written consent of the Service Provider.

The Affiliate is prohibited, during the period of execution of the Affiliation Contract as well as for a period of twelve (12) months after the end of the Affiliation Agreement to hire the Service Provider's staff, and this in any grounds whatsoever. In the event of a breach of this clause, the Affiliate will be required to pay a lump sum equal to the gross annual salary of the person debited at the time of its departure. The Affiliate undertakes to inform, the Service Provider, within ten (10) days, by registered letter, of any bankruptcy, judicial reorganization or judicial liquidation proceedings to which it would be the subject and, in the hypothesis where the Affiliate uses the Service Provider's address as the registered office or operating office, the latter must expressly inform the Service Provider and send the official publication of this decision to a Luxembourg Official Journal. It is expressly agreed between the Parties that the Affiliate must respect the furniture made available by the Service Provider and cannot make any changes to it. Professional attire for the Affiliate and its members is required at all times on the Service Provider's premises.

ART. 11 / INSURANCE

Throughout the duration of the Affiliation Agreement, the Affiliate is required to insure its civil liability and that of the civil liability of the persons for which it is responsible for any bodily injury, material and immaterial be caused to third parties by a company having its registered office in the Grand Duchy of Luxembourg. All insurances relating to the buildings or their operation are subscribed by the Service Provider or its lessors. Except in the case of gross negligence or intentional negligence, the Affiliate waives any recourse that it may very well be entitled to exercise against the Service Provider for any damage he may incur as a result of the occurrence of claims such as fire or damage to property, waters, accidents and theft allegedly committed in coworking spaces.

ART. 12 / LIABILITY OF THE SERVICE PROVIDER

The Service Provider may not be held responsible for any cause, inconvenience, damage, deterioration, accidental interruptions, etc. that could occur to the building, water, electricity and heating facilities, telephony facilities, etc. during the execution of the Affiliation Agreement; unless it is established that, having been informed by the Affiliate, the Service Provider has not taken the appropriate measures as soon as possible to attempt to remedy the situation. The Service Provider shall in no way be held responsible for disturbances caused by third parties to the building, water, electricity and heating installations, telephony facilities, etc. The Service Provider may in no way be held responsible, vis-à-vis its Affiliates, in case of expropriation of the property made

available to them and will not be liable for any compensation.

ART. 13 / INTELLECTUAL PROPERTY

Once the contract period has ended, the Affiliate undertakes to stop displaying the address of the premises of the Service Provider made available to it within the context of the execution of the Affiliation Contract on its official documents. If the Affiliate does not comply with this obligation within a period of three (3) months, the Service Provider reserves the right to notify the competent services of the public prosecutor's office (parquet) of Luxembourg as well as the Register of Commerce and Companies of the Grand Duchy of Luxembourg. The Affiliate commits itself not to use any intellectual property rights, including without limited thereto any trademarks, trade name, logo distinctive signs, belonging to the Provider.

ART. 14 / TERMINATION OF THE CONTRACT

The Affiliation Agreement may be terminated by the Affiliate and the Service Provider at any time subject to a three (3) months' notice. The termination letter must be sent by registered mail to the other party's registered office. The notice period begins on the first day of the month following the first notification of the registered mail. The bankruptcy, the liquidation or the request for judicial reorganization (PRJ) of the Affiliate will result in the immediate termination in favour of the Affiliate, the latter remaining nonetheless liable for a termination indemnity equivalent to three (3) months of Subscription. Any breach of the GTC by the Affiliate, will allow the Service Provider to terminate the Affiliation Agreement without notice or indemnity vis-à-vis the Affiliate and the Affiliate shall be liable for compensation equivalent to three (3) months of Subscription. In all cases of termination, the full amounts due or payable by the Affiliate to the Service Provider under the concluded Affiliation Agreement and the present GTC, remain permanently acquired by the Service Provider.

ART. 15 / CHARTER FOR THE PROTECTION OF PRIVACY AND PERSONAL DATA OF THE AFFILIATE

The Service Provider respects the privacy of the Affiliate of its employees, representatives, members of its management body and/or beneficial owners and any other natural person concerned (the "Data Subjects") in accordance with the applicable Luxembourg data protection law (hereinafter the "Law") and the General Data Protection Regulation of 27 April 2016 applicable from 25 May 2018 relating to the protection of individuals with regard to the processing of personal data and the free circulation of these data (hereinafter the «GDPR»). In accordance with the GDPR and the Law, the person responsible for the processing of personal data is designated as the Service Provider itself. The Affiliate is duly informed that the personal data relating to it and to the Data Subjects that it communicates to the Service Provider are collected by the Service Provider for the purposes of processing the Affiliate's requests, advertising and / or information or marketing purposes of the Provider or satisfaction surveys proposed to Affiliates proposed by the Provider vis-à-vis the services offered by the latter. In addition, the Service Provider informs the Affiliate, who acknowledges that this data may be communicated to third parties designated by the Provider, whose intervention is necessary to achieve one of the purposes mentioned in the Affiliation Agreement. By simply signing the GTC, the Affiliate is informed about the collection and processing of his personal data and the personal data of the Data Subjects by the Provider for the purposes set out above, but is also informed about the possible transmission of personal data between the companies - existing and to be created - Silversquare Group. The updated list of companies of the of the group of companies ultimately held by the same ultimate controlling shareholder than the Provider (the "Silversquare Group") in order to allow this agreement to be managed in an efficient way and the legitimate interests of the Provider (protection of the goods of the Provider and of the Affiliate, exercise of the obligation under this agreement by the Provider in accordance with reasonable market standards), can be obtained by the Affiliate on his simple request sent by e-mail to the Provider. The Service Provider undertakes, in a general way, to make no transfer of personal data outside the territory of the European Union, except toward third countries presenting adequate level of protection in the sense of the supervisory authorities or toward a subcontractor authorized by the Affiliate and signatory of the standard contractual clauses enacted by the European authorities. The Affiliate is also informed that the Silversquare Group is committed to ensuring a high level of protection of the personal data collected in connection with the provision of its services to Affiliates. Personal data revealing racial or ethnic origin, political, philosophical, religious, trade union or Affiliate sexual life information are never, and never will be, subject to the sole the assumption that they would reveal data identifying the natural person concerned (mainly his surname, first name, address and nationality). In this case, the Data Subject will be asked to consent to the processing of these data, by a written declaration before such data being processed by the Provider. The persons having access to this data are exclusively the personnel of the Service Provider and the other companies of the Silversquare group responsible for carrying out one or more of the purposes mentioned above and, where applicable, the Data Subjects and / or the affiliates of the personnel of other companies whose intervention is necessary to achieve one or more of the purposes mentioned above. In accordance with the GDPR and the Law, any Data Subject may access the data concerning him, processed by the Service Provider or another company of the Silversquare Group, and, if necessary, request the rectification of the erroneous data or the deletion or limitation of personal data if such personal data can no longer be legally kept or processed. It may, at any time, oppose, at its request and free of charge, the processing of its data for commercial prospecting purposes and / or withdraw its consent to the exchange of data concerning it within the Silversquare Group; it will be taken into account as soon as possible. The Affiliate and the Data Subjects have a right to object and a right of portability of their personal data in the conditions set by the Law and the GDPR. There is no legal requirement for the Affiliate to respond to queries from the Provider or another Silversquare Group company, but failure to respond may result, depending on the case, in the impossibility or refusal of the Silversquare Group, Provider or another company of the Silversquare Group to enter into a (pre-) contractual relationship, to pursue such a relationship or to perform an operation requested by the Affiliate or by a third party in favour of the Affiliate. The personal data communicated by the Affiliate are processed by the Provider in the strictest confidentiality. However, in the case of the electronic transfer of such data, since the Internet does not offer total security, privacy can only be guaranteed if the data are transmitted via communication channels for which the Service Provider expressly states that they are protected. Personal data will be stored during the period of execution of this agreement and thereafter until legal claims are barred under the statute of limitation. The Affiliate acknowledges his/her/its right to lodge a complaint with the Commission Nationale pour la Protection des Données.

ART. 16 / PARTIAL INVALIDITY

The invalidity of one or more of the provisions of the Affiliation Agreement and the GTCs only entails the nullity of the clause with the obligation for the Parties or for the judge to find its equivalence in the applicable law.

ART. 17 / APPLICABLE LAW AND LITIGATION

The Affiliation Agreement and the GTC are governed and interpreted in accordance with Luxembourg law. The Parties hereby agree to submit, in the first instance, any dispute concerning the interpretation, performance or breach of contract to the exclusive jurisdiction of the Luxembourg judge. The GTC are drafted in English but in case of dispute, the French version will prevail over the English version.