

General investment conditions reserved for investors

1. General provisions

1.1. These **general terms and conditions of investment** (the "**GTC**") define all existing and future contractual relationships between **Enky** (trade name used by **Enky** srl, whose registered office is located at 4 Avenue Ariane, 1200 Brussels, registered with the ECB under number 0719.458.502) (hereinafter "**Enky**" or "**We**") and any registered person wishing to invest (the "**Investor**" or "**You**") by way of a loan (financing) from Enky in order to enable Enky to develop its activities and to enable You to earn an income thanks to the financing that You grant Us.

1.2. In the General Conditions, the terms in bold listed below and their conjugated forms have the following meanings, unless these terms and conditions provide otherwise:

"**Investor**", "**You**" or "**Your**": means a natural or legal person who wishes to invest a capital amount as part of a loan granted to Enky in return for the issue of Term Bonds, which will be repayable in due course;

"**Schedule**" means the term or period agreed between the parties, at the end of which the Investor expects to be reimbursed by Enky;

"**Capital**": means the portion of the amount that will be repaid by Enky to the investor and which corresponds to the nominal amount loaned by the Investor;

"**Contract**" means the bilateral agreement which incorporates these conditions and is concluded between the Investor and Enky for the investment;

"**Enky**", "**We**" or "**Us**" means the company Enky Srl;

"**Enterprise**" means any institutional or organizational unit (whether operating as a natural or legal person) that operates according to a project set out in strategy or in policies and action plans with the objective of producing and providing goods or services to third parties;

"**Force Majeure**" means any unexpected event beyond the reasonable control of a party, including, but not limited to, acts of God, war, floods, labor disputes, strikes, lockouts of subcontractors, riots, civil disturbances, wilful damage, explosions, terrorism, governmental actions and any other similar events;

"**Contractual interests**" mean for Enky the cost of the financing granted by the Investor and for the Investor this corresponds to the gain made by making the funds available to Enky.

“ **Late payment interest** ” means interest the amount of which is increased to cover the risk, loss and damage resulting from any possible late payment.

“ **Loan** ” means the amount that the Investor is willing to invest by making funds available to Enky to enable Enky to carry out its own projects, previously described by Enky.

“ **Services** ”: means the activities of Enky, namely the purchase, manufacture, rental, management, maintenance and storage of Movable Goods by Enky directly or via a platform;

“ **Website** ”, or “ **Platform** ” or “ **Application** ” means www.Enky.com and any other websites and applications that may be developed by Enky;

“ **Amortization Table** ”: means the table provided for information purposes by Enky and which contains the monthly amortization of the financing, which are taken into account for the calculation of the investment based on the effective duration of the loan;

2. Contractual conditions

2.1. In order to be able to invest with Enky, you must imperatively fulfill the agreed contractual conditions, namely:

- Be a natural or legal person with the capacity and economic ability to lend funds. We also draw your attention to the fact that if You carry out a regular economic activity or if the investments You make with Enky or third parties become regular, You may be considered as a company (within the meaning of Economic Law) or as carrying out a commercial activity, which assumes for You that You are validly authorized to do so, that You have the required access to the profession in Your country of establishment and that You bear the possible tax consequences.
- Be registered under your real identity and have provided your identity as well as that of your representative and if you are a company the real address of the registered office of your company as well as that of its representative if your activity is carried out as a company.
- Have provided your registration details, your identity card and/or passport number.
- Have provided a telephone number at which you can be reached.
- Have provided your full bank account number.
- Have a valid electronic payment method for the entire duration of the membership.

- Have accepted these general investment conditions ("GIC").
- 2.2. You declare that you have received, prior to accessing and using the service, all the informational and technical characteristics that you need.
 - 2.3. You may not use the Services without first reading and accepting these terms and conditions when you join. Enky reserves the right to accept or refuse, without reason and at its sole discretion, any registration and to suspend and/or remove access to its account of an Investor who does not comply with these GTC.
 - 2.4. These GTC express the entire agreement existing between the parties. Only the GTC are binding on the Parties and are enforceable against them unless another written agreement concluded with Enky provides otherwise.
 - 2.5. You are required to correctly complete the registration form on the Enky website by providing complete and accurate information in the fields. In the event of an incomplete or erroneous declaration, the Investor's account may be closed, automatically, without notice and without prior formality, and the Investor agrees to indemnify Enky against all consequences that may arise from this incomplete or erroneous declaration.
 - 2.6. During your membership, you will be asked to validate the general conditions and to send us, via the Enky Application, the following supporting documents:
 - A copy of both sides of a valid identity document (e.g., identity card, passport) of the non-commercial natural person, of the natural person company who registers on our platform or of the beneficial owners of the legal person company;
 - Information relating to your bank card or bank accounts;
 - If You are a business, complete information about Your business and Your company;
 - 2.7. All supporting documents that you provide to us must be valid at the time of your engagement and for the entire duration of your membership to Enky Services. In the event of any changes, you agree to notify us.
 - 2.8. By subscribing to the Services offered by Enky, You acknowledge having read the General Conditions and agree to comply with them. You also accept that these may be modified unilaterally after your subscription for the needs of the Services offered by Enky.
 - 2.9. Once your membership has been validated, You can complete your profile with information about Yourself. As such, You guarantee that You

hold all the necessary rights to use this information and/or images within the framework of Your profile and grant a right of use, reproduction and representation to Enky within the framework of Your use and provision of the Enky Application as well as within the framework of any action promoting the Services used by Enky (via the internet, television and/or on paper). This authorization is valid for the duration of Your membership to Enky and covers both elements subject to intellectual property rights and those relating to the protection of Your privacy and Your image rights (or that of the legal entity that You represent).

3. Information note and Right of withdrawal

- 3.1. Prior to the conclusion of the loan agreement, Enky provided the Investor with an information note complying with the requirements of the FSMA and which informs each investor about Enky's activity and projects.
- 3.2. As an Investor, you have a 14 calendar day cooling-off period for your Investment during which you may, at any time, withdraw from your investment commitment without having to provide a reason and without penalty.
- 3.3. This reflection period begins on the day you subscribe on the Site, i.e. as soon as you click on the "Confirm Loan" button. For To validly withdraw within the 14 calendar day period, you must send an email to the following email address : admin@enky.com Or to the following postal address: Avenue Louise 231, 1150 Brussels, Belgium (if applicable by registered mail) stating your wish to withdraw from the financing.

4. Purpose of the loan:

The financing granted by the Investor to Enky is intended to enable Enky to develop its activities, purchase furniture, rent/make available furniture, as well as Enky's projects related to its corporate purpose. To inform the Investor about investments, Enky presents the projects in which the loaned funds can be invested. However, the presentation is only indicative and may be modified by Enky according to the company's needs. The invested funds may also be used to develop the Enky business.

5. Loan duration:

The financing granted by the Investor to ENKY is for a period which depends on the Investor's choice and whose duration is between 6 and 84 months from the date the funds are actually made available to ENKY.

This date of making the funds available to Enky corresponds to the issue and signing of a loan agreement which is signed by the investor (at the same time as the validation of these General Terms and Conditions).

The duration of the loan is defined in the credit agreement, by mutual agreement, based on the agreed parameters, including the interest rate.

The entire amount of financing granted by the Investor to ENKY, in capital and interest, must be repaid to the Investor at the latest at the end of the financing, in accordance with the amortization table communicated to the Investor, after deduction of the withholding tax (for which the Investor gives Enky a mandate to deduct the withholding tax).

The loan cannot be repaid early unless Enky decides to proceed with early repayment. In this case, Enky is liable to the Investor for an amount corresponding to the nominal amount of the loan plus the interest payments due, plus compensation corresponding to 6 months of interest.

6. Amount, Terms and Frequency of Reimbursements:

- 6.1. The Investor provides Enky with a financing amount that can then be freely used by Enky. This amount plus interest (after deduction of any withholding tax) is then repaid by Enky to the Investor at the end of the credit period.
- 6.2. Throughout the term of the loan, the Investor is entitled to payment of advances which are to be credited towards the total repayment due at the end of the contract. The repayment advances are made quarterly.
Therefore, ENKY undertakes to pay the Investor each quarter the amount fixed in the amortization table presented when the contract was concluded;
- 6.3. The withholding tax legally due on the interest reimbursed by ENKY will be withheld at source by the latter in advance.
- 6.4. Except with the express prior consent of ENKY, there is no early repayment of the loan. If early repayment is not possible, the amount of unpaid interest is payable at a rate of 50%.

7. Loan guarantees and counterparts:

- 7.1. Unless special conditions are agreed upon, in return for the financing, the investor is granted an optional assignment of receivables as well as a subrogation clause.
- 7.2. To guarantee the repayment of the amounts owed by Enky, the investor receives the benefit of a potential assignment of debt up to the nominal amount of the loan.

Where applicable, in the event of non-payment of a single repayment installment, 8 days after the set deadline (except in cases of force majeure or agreement of the parties), the Investor may send Enky a notification in order to know the identity of the tenant who guarantees its financing as well as the status of its contract. Enky must respond within 8 days and after the transmission of the information by Enky, the Investor is entitled to exercise its rights on this assignment of debt and may notify the tenant (assigned debtor) of this assignment so that the rental installments of the contract thus assigned are paid to it as repayment of the credit granted to Enky.

- 7.3. In the event of the occurrence of an insolvency situation or competition on the part of Enky, the investor will have the right to know the full contact details of the tenant concerned by the Project carried out by Enky thanks to the financing and the Investor may proceed with a subrogation which authorizes the Investor to act in its name, in place of Enky, with Enky's tenants.

8. Interest rates:

- 8.1. In accordance with the contract, the interest rate that the Investor benefits from, expressed on an annual basis, amounts to a percentage (depending on the amount, the date of conclusion, the profile, the duration of the loan) which is defined in the contract concluded between Enky and the Investor.
- 8.2. This is a gross interest rate, before deduction of the withholding tax (withholding tax that Enky is authorized to collect in advance).
- 8.3. The percentage of withholding tax depends in particular on the Investor's place of residence. For this reason, the Investor is obliged to provide correct information as well as any changes to their contact details. The Investor will bear the harmful consequences of a failure to provide initial information or a failure to provide information during the contract.
- 8.4. By accepting the General Terms and Conditions and Subscribing, the Investor has declared that he is sufficiently informed as to the amount of interest and the interest rate which will result from the execution of the loan.

9. Information on loan risks:

- 9.1. The fact of offering a loan involves for the Investor a share of risk as to the full repayment of the amount invested in capital and interest since this full repayment depends on the solvency of Enky and its repayment

capacity during the period necessary to pay the monthly installments required to repay the loan, as well as the risks linked to the rentals offered by Enky.

- 9.2. There is indeed a risk on the part of the Investor of not recovering all or part of the capital or interest in the event of Enky's default.
- 9.3. By accepting the GTC, the Investor has declared that he is duly informed of these risks and accepts them.

10. Information note

- 10.1. By signing and using the online validation process, the investor declares and confirms having received an Information Note as well as all useful elements enabling confirmation of his informed consent to the contract concluded with Enky.
- 10.2. Furthermore, the investor declares that he/she is aware that the loan is subject to risks and assumes the consequences thereof. The investor waives any right to criticize the method of concluding the loan.
- 10.3. Finally, the investor undertakes to make this loan consistent with its activities and to comply with the legal and regulatory obligations related thereto, without Enky being held personally liable.

11. KYC (Know your customer) policy

- 11.1. In accordance with the due diligence obligations towards financial partners imposed by the various legislative transpositions of Directives of the European Parliament and of the Council 2018/843 of 30 May 2018 and 2015/849 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing, as well as Directives 2009/138/EC and 2013/36/EU.
- 11.2. Validation of your membership will only be effective after verification of your identity via the Enky Application. If you fail to take part in this identity verification and/or if Enky is unable to verify your identity, your membership will be suspended and will only be validated after validation of your identity by any other means offered by Enky.
- 11.3. Until the identity of the person, you, your company and/or your beneficial owners is verified, it is impossible to use the Services offered by Enky. Enky reserves the right to suspend and/or terminate access to the Services in the event that You provide false information. You also agree to provide all supporting documents required by Enky, upon first request.

- 11.4. You confirm that you have provided complete information about yourself, your legal entity and/or your company and you undertake to communicate any changes concerning you in order to enable Enky to adapt your profile.
- 11.5. You are also aware that Enky is entitled to verify its clients' compliance with anti-money laundering rules and may be required to provide information to CETIF if the conditions of the law or Enky's anti-money laundering policy so require.

12. Default by the Investor

- 12.1. If for any reason whatsoever You owe sums to Enky whether for non-payment, seizure or financial blocking by a payment organization, any unpaid sum generates an obligation for You to pay late payment interest of 8% and a conventional compensation of 10% of the unpaid amounts, within 8 days from the date of the missed payment deadline.
- 12.2. In the event of seizure of the Investor's assets, including the Investor's receivables, Enky has the right to charge You the administrative and legal costs associated with the seizure.
- 12.3. Furthermore, We are authorized to proceed by offsetting with the sums which are owed to Enky.
- 12.4. In the event of bankruptcy, Enky is free to request in writing the continuation or termination of the Contract.

13. Protection of personal data

- 13.1. Enky undertakes to ensure that the confidentiality of the personal data that You transmit is respected and only uses this personal data within a legal framework.
- 13.2. Enky, in its relations with the Investor, is required to process, on its own behalf, the Investor's personal data, which data (i) was communicated to it by the latter upon registration or (ii) subsequently via the Enky Application.
- 13.3. The data that must be communicated to Enky are identified as such when the Investor registers.
- 13.4. Except at the request or with the express consent of the Investor and in strict compliance with its instructions, Enky will not carry out any other processing of personal data other than those described in this Article.

- 13.5. Data concerning You is collected by Enky (i) for the purpose of using the Enky Application and in the context of investments; (ii) to keep You informed of the latest news concerning Enky, in particular via notifications (push) within the Enky Application, by email or by SMS; (iii) the distribution of advertising content via the Enky Application; and (iv) any other use which allows improving the operation of the Enky Application and/or any other service provided by Enky.
- 13.6. You agree, in order to manage your account and provide our Services, that We retain this information for the duration of your use of the Enky Application and a period of two (2) years from the termination of the account, for any reason whatsoever. At the end of this period, all personal data that can identify the Investor concerned will be deleted, except for those whose retention is necessary for Enky to be able to fulfill its legal obligations (e.g., billing data, identification of content authors, provision of the guarantee).
- 13.7. In the context of the transaction concerning a piece of furniture, Enky may retain data relating to the Investor for a period extending beyond the closure of the personal account of this Investor, in particular to comply with its obligations relating to the collection of payments by Enky and/or to enable the provision of evidentiary elements for the entire period of legal limitation.
- 13.8. You have the right to access, rectify and/or delete any personal data concerning You that is in our possession. To exercise any of these rights, the Investor simply needs to use the account management tool provided to You, or write to the following address privacy@enky.com, indicating their first and last name and email address. At any time, the Investor can access and update their personal data, or delete their account and the associated personal information using their username and password.
- 13.9. In certain specific circumstances, Enky may be required to disclose your personal data, when required by legal authorities.
- 13.10. Your personal data, including email addresses, will not be rented, sold, exchanged or shared with other service providers unless you have expressly agreed to receive promotional offers from other companies that may be of interest to you.
- 13.11. If You wish to modify Your personal data or if You no longer wish to receive information from “Enky”, You can do so by writing to Us by mail at the following address: privacy@enky.com

14. Responsibility

- 14.1. In general, Enky's activities only create obligations of means on our part, to the express exclusion of any obligation of result.

- 14.2. Enky cannot be held responsible for removing or making access to content published on the platform that is clearly illicit.
- 14.3. In any event, Enky's liability is expressly limited to the compensation of direct damage resulting from our sole gross and intentional faults or those of one of our employees. Our liability is expressly excluded in the event of unintentional serious fault and slight fault(s), even repeated, without this list being exhaustive.
- 14.4. Indirect damages are therefore expressly excluded. In particular, indirect damages include any loss or damage to data, loss of profit, loss of customers, etc.
- 14.5. Enky declines all responsibility in the event of damage to persons, Goods or the product being sold.
- 14.6. The Investor must complete tax declaration formalities and inquire about the tax rates and risks that may result from the operations and investments he/she makes. Enky assumes no responsibility for the tax classification of the Income or for the allocation that the Investor makes of it in his/her business. By adhering to these conditions, you confirm that you take full responsibility for them and assume responsibility for all resulting tax declarations.

15. Intellectual Property

By joining, the Investor agrees not to copy or use the Enky concept or confidential data or data essential to the operation of the platform without authorization from Enky.

The Investor also acknowledges that Enky holds all intellectual property rights relating to the textual, graphic, sound, video, software or any other nature elements making up the Enky platform, including the trade name. The Website constitutes a work over which only Enky holds the intellectual property rights.

The User undertakes not to infringe Enky's intellectual property rights. No functionality of the Site, and in particular the printing, downloading or emailing functions, may be used by the User with the object or effect of infringing the intellectual property rights attached to the Site and the elements that compose it.

16. Modification of the General Conditions

Any changes to the General Terms and Conditions as well as the furniture sales prices and other possible costs will be available on the Enky website.

By purchasing a product from Enky, you acknowledge having read and accepted the current prices and General Conditions applicable at that time.

The most recent version of the CGI supersedes all previous versions.

17. Miscellaneous provisions

If one of the clauses of these General Terms and Conditions proves to be null and/or abusive, the Contract will remain applicable in all its provisions other than those deemed null or abusive if it can subsist without these clauses.

For the execution of this document, the Parties agree to elect domicile under the following conditions;

- For Enky, at the address of its head office as indicated in the legal notices;
- For the Investor, at the address provided during registration;

18. Applicable Law - Disputes

The contract concluded between Enky and the Investor is presumed to be concluded in Brussels.

The CGI are subject to Belgian law.

Any dispute which has not been settled amicably first will be governed by Belgian law and will be subject to the exclusive jurisdiction of the courts of Brussels ruling in French.

The computerized records will be kept in Enky's computer systems under reasonable security conditions and will be considered as proof of exchanges, orders and payments made on the Enky Application or by email.