

**This translation is for information purposes only
The only legal version is the Italian version**

GENERAL CONDITIONS OF THE FINANCING AGREEMENT

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GENERAL CONDITIONS OF THE FINANCING AGREEMENT

BETWEEN

The Proposer, (hereinafter "Proposer"), that is the company that has proposed a fundraising for the financing of a project that involves the construction of an electricity plant from renewable sources through the lending crowdfunding portal www.ener2crowd.com (the "Platform") managed by Ener2Crowd srl;

And

***The Lender**, (hereinafter "Lender"), ie the natural or legal person, who makes a loan using the Platform in adherence to the fundraising.
Separately also "the Party" or "the Parties"*

PREMISES

- a) Ener2Crowd srl ("E2C"), as manager of the Platform has prepared, in agreement with the Proposer, these general conditions of contract (the "General Conditions") and the management and IT processes for the completion of the agreements between the Proposer and the Lender in order to ensure a correct, transparent and homogeneous contract stipulation process between Proposer and Lender, given that E2C is not a party to the loan agreement, is not a broker and does not carry out financial consultancy activities.*
- b) The Parties, by mutual agreement, recognize E2C, in its capacity as payment agent of the Lemonway SA institution (hereinafter the "Payment Institution"), as appointed by the Parties to manage the cash flows relating to the execution of the loan, without that the activity rendered by the Payment Institution entails no charge for the Parties.*

The responsibility of the financing carried out by the Lender lies with the Proponent, while E2C is not responsible for it and for this reason the Parties release E2C from any responsibility relating to the financing.

[Art. 1.] Structure of the Agreement

The loan agreement between the Lender and the Proposer (the "Loan Agreement") consists of:

- i) from the public offer documentation published (hereinafter also the "Public Offer") present on the page www.ener2crowd.com (hereinafter the "Project");*
- ii) by these General Conditions;*
- iii) the Special Conditions of financing established between the Parties (the "Special Conditions") which constitute an Annex to the General Conditions and which contain some*

material elements of the Financing Agreement, such as, inter alia, the remuneration of the loan and duration of the loan.

The Proposer publishes and always makes available on the Platform the entire Loan Agreement and in particular, with respect to the Special Conditions, the Parties acknowledge that the same are negotiated directly between the Lender and the Proposer on the basis of transparent, objective and non-discriminatory criteria.

Once the Loan Agreement has been signed, E2C makes available to the Proponent and the Lender, in digital format, a copy of the Loan Agreement signed between the Parties, as well as sends a communication to the Lender providing confirmation of the positive outcome of the signing of the Loan Agreement. Financing.

The Loan Agreement and the communication of the positive outcome of the signing of the Agreement will be made available in the Lender's Personal Area on the Platform.

The Proponent undertakes to conduct his business in good faith and fairly, safeguarding the usefulness of the loan for the Lender.

The Lender is free to choose the Project to be financed as well as the amount of capital to be financed, taking into account the Public Offer relating to the Project.

[Art. 2.] **Completion of the Contract**

The General Conditions of the Loan Agreement bind the Proposer when he publishes his Public Offer on the Platform.

The Proposer's Public Offer remains firm and irrevocable for the duration established in the offer itself and obliges the Proposer to accept all the adhesions of the Lenders that comply with the Loan Agreement.

The Lender adheres to the Loan Agreement in the following ways:

- a) The Lender defines with the Proponent the Particular Conditions of the peer to peer financing of the Project presented in the Public Offer on the Platform;*
- b) The Lender, by following the guided computer procedure on the Platform, expresses its acceptance of the General Conditions and the Special Conditions generated by the Platform;*
- c) The Lender makes the payment of the financed sum electronically to his payment account opened at the Payment Institution (the "Payment Account"), choosing the Project.*

At the conclusion of the duration established in the Public Offer and having reached the minimum objective of raising funds to support the Project, the Payment Institution debits the Lender's Payment Account and credits the Proposer's Payment Account with the amount established in the Special Conditions.

Failure to achieve the minimum objective of raising funds to support the Project within the time limits of the Public Offer will entail the obligation on the part of the Proponent to promptly notify the Lender by returning the amount subject to the loan within twenty days following respect at the end of the validity period indicated in the Public Offer.

If, on the other hand, after the period of the Public Offer and after the achievement of the minimum objective, for any reason it is impossible to carry out the Project, the Proponent undertakes to return the financed capital and the interest accrued to the Lender. up to that moment on the next of (i) the due date of the next closest installment indicated in the amortization plan in the Special Conditions or (ii) the expiry of the loan. No costs or charges will be charged to the Lender with the exclusion of any liability on the part of the Proponent in the event of a delay in the timing of the repayment of the sums by the Payment Institute.

Any repayment of the sums in favor of the Lender will take place by crediting the amount free of charge to the Lender's Payment Account ("Return of sums" as also indicated in the Special Loan Conditions).

Each Loan Agreement entered into by the Proposer with a single Lender is separate from all the other contracts entered into by the Proposer with the other Lenders.

In case of discrepancy between the financing intention expressed by the Lender on the Platform and the sum actually paid, the latter prevails and the Financing Agreement is considered concluded for this amount. The documentation of the payment institution in charge of the transfers provides full proof of this amount and its payment.

[Art. 3.] **Duration**

The loan agreement has the duration provided for in the Special Conditions as negotiated between the Parties. At the end of the Loan Agreement, the Proponent is required to return the financed sum to the Lender without delay, in addition to the residual remuneration provided for in the Special Conditions, crediting the amount without expenses to the Lender's Payment Account.

[Art. 4.] **Remuneration of the Loan**

Against the loan by the Lender from the Proposer's Payment Account, the latter undertakes to pay the Lender the remuneration provided for in the Special Conditions.

Both the loan and the remuneration are settled exclusively in euros.

The remuneration may relate to interest calculated on a fixed basis, with an annual rate to be parameterized to the effective duration of the loan for the reason of month.

Depending on the provisions of the Special Conditions, this remuneration can be periodic (e.g. monthly, quarterly, etc.) or paid at the end of the loan, together with the repayment of the capital.

If the duration, calculated from the payment to the repayment, includes a fraction of a month, a full month will be calculated for the purpose of calculating the interest.

Furthermore, if provided for in the Special Conditions, the remuneration may include, in addition to fixed interest, also a remuneration commensurate with the success of the initiative.

In the event of a delay in the payment of the agreed remuneration, the Proponent undertakes to pay the Lender an interest rate of 5% per annum within 30 days, to be calculated as specified in the Special Conditions.

The Lender accepts that the closure of the Payment Account will make it impossible to receive any amount still owed to it in relation to the loan made and not yet credited in its favor.

[Art. 5.] **Right of reconsideration of the Lender**

The Lender may withdraw from the Loan Agreement within 14 working days from the payment. The withdrawal will not cost the Lender.

In the event of exercising the right of withdrawal referred to in this article, the Proposer is required to return the Lender only the principal amount only if it has already been credited by the Lender to the Payment Account in the name of the Proposer.

The exercise of the right of withdrawal by the Lender will not result in the closure of the Payment Account in his name, as this is the exclusive responsibility of the Payment Institute.

[Art. 6.] **Final provisions**

For the purposes of this Loan Agreement, for the definitions relating to personal data, express reference must be made to EU Regulation 2016/679 (hereinafter GDPR), as well as to any other current legislation on the subject, including its implementation. The Lender acknowledges and agrees to the Privacy Notice provided as an attachment to this contract.

Without prejudice to the foregoing, it is noted that personal data are mutually acquired within the scope of the Loan Agreement and are processed for purposes strictly related to the management and execution of the same, or to execute the obligations established by law. Furthermore, personal data are collected and processed in an automated way and will be kept for the entire duration of the contract and after its termination, for a time not exceeding the terms prescribed by the current provisions of the law.

ANNEX C - INFORMATION ON THE PROCESSING OF PERSONAL DATA

Energred Power Plant Srl, as Data Controller (hereinafter the "Proponent") releases the following information to the interested party, ie the person to whom the personal data refer, pursuant to art. 13 and 14 of the EU Regulation n. 2016/679 (hereinafter "GDPR"), relating to the protection of individuals with regard to the processing of personal data. This information is intended to describe the characteristics of the treatments carried out in relation to the personal data provided by the interested party and the measures adopted in order to protect their rights.

Holder of the treatment

The data controller is Energred Power Plant Srl, with registered office in Roma (RM), Via Salaria 1453 with PI 16142471008.

The Data Controller has appointed a Data Protection Officer (hereinafter "DPO") who can be contacted at the following e-mail address amministrazione@energred.com.

Data subject to processing

The Data Controller collects and processes the following personal data of the interested party:

- *Personal data*
- *Contact details*
- *Personal identification data*
- *Banking data*

Some personal data are collected in the phase of joining the Project, through the portal www.ener2crowd.com, managed by Ener2Crowd Srl, which processes your data as an independent data controller and communicates them to the Proponent for the sole purposes referred to in this statement.

Purpose of the processing and legal basis of the processing

Personal data will be processed for the following purposes:

- a) *Manage the loan agreement to which the interested party is a party, as an investor;*
- b) *Execute any legal obligations related to the conclusion and execution of the Contract and / or the Project that is the subject of it.*

The processing of personal data takes place in compliance with the principle of lawfulness because it is based on at least one of the following legal bases:

- *Execution of the contract*
- *Fulfillment of a legal obligation.*

Retention time

The personal data collected and processed will be kept in compliance with the principles of proportionality and necessity, and in any case until the purposes of the processing have been pursued. In any case, personal data will be deleted after 10 years of collection, without prejudice to further storage of the same where necessary to fulfill specific legal obligations or provisions of the competent Authorities, for the collection of residual credits and for the management of disputes, complaints and legal actions.

Processing methods

Personal data will be processed manually or with the aid of IT means for the pursuit of the purposes indicated in this information.

Mandatory or optional nature of providing data

The provision of the processed data, for all the Purposes indicated in this information, is mandatory and any refusal to provide them will make it impossible for the Data Controller to sign and execute the Loan Agreement.

Categories of subjects to whom personal data may be disclosed

For the pursuit of the aforementioned Purposes, the Data Controller may need to communicate the personal data of the Data Subject to third parties, to execute the Contract, in fulfillment of legal obligations or for the performance of activities instrumental to the provision of the requested services.

They can be recipients of the data or can learn about them, subjects belonging to the following categories:

- a) employees or collaborators of the Proponent who carry out their business on the basis of the instructions received from the Owner;*
- b) subjects who carry out outsourcing activities on behalf of the Data Controller, functional to the pursuit of the purposes described;*
- c) subjects who carry out data acquisition, data entry, archiving and processing services or provide services for the management of technological infrastructures;*
- d) company of the Proponent, parent companies, subsidiaries and associates, for administrative-accounting management and control purposes;*
- e) bodies, public and private authorities and supervisory and control bodies, when required by specific legislative, regulatory or authorization provisions.*

The subjects belonging to the above categories will process the data as independent Data Controllers or as Data Processors or Authorized Persons, specially designated by the Data Controller.

The Data Controller gives adequate instructions to the Managers and Authorized Persons for processing, possibly designated, aimed at adopting adequate security measures, in order to guarantee the confidentiality, security and integrity of the data.

A list of data processors is available at the headquarters of the owner.

Rights of the interested party

Pursuant to art. 15 - 21 of the GDPR, the interested party has the right to:

- log in and ask for a copy of their personal data being processed;*

- *request their correction, if they are not updated or correct;*
- *request its cancellation, if the purposes of the processing have ceased and there are no legitimate interests or legal provisions that require its conservation;*
- *obtain the limitation of the processing;*
- *oppose the processing under certain circumstances;*
- *obtain a copy of the data in a structured format, commonly used and readable by an automatic device*

To exercise your rights and for more information relating to your personal data, you can contact the following e-mail address amministrazione@energred.com , specifying the request and providing the Data Controller with the information necessary for the correct identification of the sender (also attaching a copy of the identity document).

We remind you that it is your right to lodge a complaint with the Guarantor for the Protection of Personal Data, Piazza Venezia 11, Rome; Tel. (+39) 06.696771, e-mail: garante@gpdp.it.