

RULES OF THE CALL FOR APPLICATION “FINTECH GO”

Preamble

Village by CA North of France, Village by CA Paris and Euratechnologies are jointly organizing a call for application to innovative startups who are developing new solutions in the field of banking, finance, insurance and related regulatory issues solving.

Project bearers as well as existing startups, in priority of less than 3 years existence are allowed to apply from any European country. Their activity should show a demonstrable level of innovation and fit at any level of the Finance, banking, and insurance or related regulatory management value chain.

As such, Fintech, Insurtech and Regtech are welcome to apply.

The call of application is organized in 2 rounds: application phase and final selection phase. The final selection will occur in a face to face meeting where the preselected project bearers and startups will pitch a Final selection panel.

Project bearers and startups selected by the Final selection panel will benefit from inclusion in the Village by CA and/or Euratechnologies ecosystem along 3 possibilities:

- (i) Hosting of the startup in the Village by CA North of France or Paris accelerator (up to 24 month)
- (ii) Hosting of the startup in the Euratechnologies accelerator (up to 24 month with a possibility to extend up to 5 years))
- (iii) Hosting of the Project bearer in the Village by CA and/or Euratechnologies incubator (up to 8 month)

Inclusion in the Village by CA and/or Euratechnologies ecosystem will bring to the selected Participants a number of additional benefits specifically designed by Village by CA and/or Euratechnologies Partners in order to amplify the boost to the startup development.

ARTICLE 1 – DEFINITIONS

Selection Panel refers to the panel comprising Village by CA and Euratechnology and authorized Partners' employees, appointed by the Organiser.

Deliverables refer to Participants' contents mentioned in article 8-9, which must be submitted in compliance with Regulatory schedules mentioned in article 7-8.

Village by CA NF refers to CREDIT AGRICOLE NORD DE FRANCE and its organizational unit VILLAGE BY CA NORD DE FRANCE, a bank having its registered office at 10, Avenue FOCH - BP 369 - 59020 LILLE CEDEX, Registered with the companies' register of Lille Métropole under number 440 676 559.

Village by CA Paris refers to Crédit Agricole Village de l'Innovation, a SAS having its registered office at 48, rue LA BOETIE, 75008 PARIS, and registered at RCS PARIS under number 799 022 900.

Village by CA refers to both Village by CA NF and Village by CA Paris

Euratechnologies refers to SEML EURATECHNOLOGIES, entered in the Lille Business Register (RCS) under SIRET number 538 862 277 00018, French Business (NAF) code No. 7112B, with registered office at 165 Avenue de Bretagne, Lille (59000),

Organizers refer to Village by CA NF, Village by CA Paris and Euratechnologies jointly.

CFA Partners refer to Lille place financière, Pôle finance Innovation and Angels Cube.

Partner means a company, university or institution linked to Village by CA Nord de France, Village by CA Paris or EuraTechnologies by a Partnership Agreement and whose logo appears on their communications.

Participant(s) refers to the companies or Project bearers taking part in the Call for application.

Service Provider or Particeep refers to the company Particeep,

Call for application refers to the “Fintech Go” Call for application.

Regulation: this document.

Rules means the terms and condition of the Call for application set out in the present document.

Selection date means September 19th 2017.

ARTICLE 2 – PURPOSE OF THE RULES

The purpose of these rules is to set out the terms and conditions and the rules governing participation in the Call for application.

In no way does the Call for application depend, even partly, on chance or luck, and it cannot therefore be viewed as or compared to a lottery.

ARTICLE 3 – DESCRIPTION OF THE CALL FOR APPLICATION

The Call for application gives Participants the opportunity to apply for a Village by CA and/or Euratechnologies membership on the basis of their innovative solutions (but not limited to them) in the fields of Fintech, Insurtech or Regtech.

When Participants take part in the Call for application, they agree to submit Deliverables that must respond to the Call for application in question and comply with the Call for application rules, set out at:

www.fintech-go.com

ARTICLE 4 – TERMS AND CONDITIONS OF CALL FOR APPLICATION PARTICIPATION

Participation in the Challenge is entirely free of charge, with no obligation to purchase.

Each participant is required to be fully aware of the Regulations. Signing up to the platform and taking part in the Call for application implies full, unreserved acceptance of the Regulations.

Participation in the Call for application is restricted:

- to companies registered on the trade register of the country (priority will be given to startups of less than 3 years), with a valid professional insurance policy;
- and to Projects bearers who intend to create a company within a period of 8 months after the Selection date.

Organizers and CFA Partners and Partners' staff members and their family members cannot take part in the Call for application.

Participants may only take part in the Call for application once.

The Participant must sign up online and create a user account for their company (resp their project if Project bearer).

Any Participant failing to meet the conditions of this Article during registration or at any time throughout the duration of the Call for application will be disqualified from the Call for application.

ARTICLE 5 – CALL FOR APPLICATION REGISTRATION AND ACCESS

To register for the Call for application, the Participant must open a user account on the www.fintech-go.com:

- A valid email address;
- An available username;
- A password.

Once the account has been activated, the Participant must provide the information requested by the application process.

Registrations containing inaccurate or incomplete information will not be considered and the Participant in question will be disqualified.

Registration implies that the Participant agrees to being contacted by electronic mail sent by the Organizers or Service Provider in respect of participation in the Call for application.

The Call for application is available 24/7 on the dedicated website published by the Service Provider through www.fintech-go.com.

ARTICLE 6 – CALL FOR APPLICATION DURATION

Participation in the Call for application is open from 00:01 a.m. on May 17th 2017 to 11:59 p.m. on September 5th 2017. For Shortlisted participants, the Call for application remains open until 6:00 PM on September 19th 2017.

Any date stipulated under the Rules and the Call for application is understood to be given using the Paris/Brussels time zone (GMT +1).

No extension or exception to this period will be granted to any Participant for any reason whatsoever.

The Organizer reserves the right to change, at its sole discretion, the Call for application duration, if operational requirements so demand, to a reasonable duration that will be communicated to Participants.

ARTICLE 7 – SELECTION CHARTER

The Call for application is split into 2 phases:

- An application phase set out in Article 8;
- A final selection phase.

Following the Application phase, the Organizers will check the Deliverables compliance with the Regulation requirements and select the Participants authorized to participate to the next phase.

Each of these selections is based on the objective criteria of relevance, realism and coherence with the theme of the Call for application and its objectives.

Following the Application phase, a Pre-selection Panel made of employees from Village by CA and Euratechnologies will consider the Application Deliverables and select the most innovative startups responding to the Call for application (Shortlisted Participants)

The criteria are principally based on the Participant's ability to respond to the Call for application's need, meaning that it'll bring an innovative solution that has a real potential on the market. The realism or feasibility of the concept alongside experience and technology/business references in these areas will also be taken into consideration.

The Organizers will inform all Participants of the results of the first selection by e-mail (sent to the address provided, when the user account was created at www.fintech-go.com) and notification on their platform account no later than September, 13th 2017.

Following the Application phase, a Final Selection Panel made of employees from Village by CA, Euratechnologies and Partners will consider the Application Deliverables of shortlisted Participants and select the innovative start-ups with the best potential responding to the Call for application.

The criteria are principally based on the Participant's ability to respond to the challenges described in the Call for application's brief, meaning that it will bring an innovative solution in

the fields of Finance, Banking, Insurance and related regulations management that has a real potential on the market. The realism or feasibility of the concept alongside experience and technology/business references in these areas will also be taken into consideration.

This final selection will be based additionally on an oral presentation by Shortlisted Participants that will take place during the Selection Committees on 19th September 2017 in Lille or Paris as stipulated by the Organizer.

A presentation will be made in front of the Final Selection Panel. This presentation should be less than 7 minutes long and will be followed by a 8 minutes maximum sequence of questions and answers between the Participant and the Final Selection Panel members.

The Final Selection Panel will select participants to be included in Village by CA and/ or EuraTechnologies program during a decision session taking place immediately after the oral presentation of the last Shortlisted Participant.

Selected applicants will be immediately informed.

The Organizers will inform all Shortlisted Participants of the results of the final selection on September 20th afternoon.

All Participants will be informed in the next 48 hours through an e-mail sent to the address provided when creating a user account on the site www.fintech-go.com

In any of the phases, the Organizers reserves the right to determine the number of applicants to be selected, based on the objective criteria set above.

The decision of the Pre-selection Panel and of the Final selection Panel is final. No recourse whatsoever by any applicant will be allowed.

ARTICLE 8 – APPLICATION PHASE DETAILS

The application phase will run from 00.01 am on May, 17th 2017 to 11:59 pm on September, 5th 2017 (hereafter "Application").

Participants must upload their Application Deliverables to the platform before the deadline. It should contain:

- The application form
- A video of less than 2 minutes (2 minutes, face to camera)
- A max 10 slides Power Point or PDF presentation
- A business plan.

A number of projects presented by the Participants will be shortlisted on the basis of this Application Deliverable in accordance with Article 7.

The Call for application Organizers will only accept and consider Deliverables submitted by Participants by the deadline and in compliance with the Regulation requirements.

ARTICLE 9 – FINAL SELECTION PHASE DETAILS

The Participants must have a max 10 slide Powerpoint or PDF document

Any initiative seeking to illustrate the project will be promoted. Any material considered relevant by the teams may, for instance, be shown alongside the document. These other documents will form an integral part of the final Deliverable.

Participants will be invited to pitch the Final selection panel based on the final Deliverable. Oral presentation including the use of video or other material shall not exceed 7 minutes.

ARTICLE 10 – CHARACTERISTICS OF THE DELIVERABLES

Deliverables must comply with the rules and specifications set by the Organizers, and described on the Call for application's own page on the www.fintech-go.com website.

These deliverables must without fail be provided in one of the following formats:
DOC/DOCX/PDF/PPT/PPTX/KEY/ODT/MP3/MPEG/MOV.

If the Deliverable is difficult or impossible to read, the Participants are responsible for rectifying the situation before the Deliverable upload deadline for the relevant phase, after which the Organizers reserve the right to disqualify the Participant in question from the Call for application.

Participants guarantee that Deliverables comprise only contributions from participant. Contributions from third parties are not admissible and any Participant producing them will be disqualified.

ARTICLE 11 – BENEFITS

The selected Participants will receive the following Benefits:

- Inclusion in Village by CA NF or Village by CA Paris, or Euratechnologies
- incubation phase (for Project bearers prior to company incorporation) : up to 8 months, free of charge, based in Euratechnologies and/or Village by CA, Lille, France.
- acceleration phase (for companies up to 3 years in priority): up to 24 months with a possibility to extend up to 5 years)

To these days (the prices are for information only and are not contractual):

- If based in Euratechnologies: at a discount price of 174 €/sqm/year
- If based in Village by CA NF: at a discount price of 175 €/sqm/year, with a minimum of 8 sqm and a maximum of 50 sqm. (If Participants wish to obtain more space in Village by CA NF, specific negotiation with Village by CA NF team will take place)
- If based in Village by CA Paris: at a discount price of 630 €/sqm/year, in open spaces. (If Participants wish to obtain enclosed offices in Village by CA Paris, specific negotiation with Village by CA Paris team will take place)

- Communication through Village by CA and Euratechnologies communication tools

ARTICLE 12 – CONFIDENTIALITY

Only non-confidential information which characterize and describe the applicant's project are required (publications, patent filings, posters, etc.).

Such information will be strictly used for the needs of the selection phases of the Call for applications within the inner circle of the Final selection panel composed by Organizers, CFA Partners and Partners.

Service Provider will have access to the information provided by Participants for logistic purpose and commits not to divulge such information except for the necessary steps and processes of the Call for application.

Any information belonging to the Organizers, to the Service Provider or to a third party (hereinafter "**Disclosing Party**") that is disclosed or made available to Participants constitutes confidential information (hereinafter "**Confidential Information**"), regardless of whether it was identified as such at the time of disclosure. Information deemed Confidential Information includes administrative, commercial, scientific, technical, financial, fiscal, legal and economic information that has been, is or will be disclosed to the Participant by the Service Provider or Organizers

Confidential Information may be tangible or intangible and may be disclosed directly or indirectly, including but not limited to orally or in writing by means of any medium whatsoever, by the providing of paper or electronic documents or by other means, this including all copies, extracts and summaries.

The following are not Confidential Information:

- information that is currently in or reaches the public domain with no breach of the Rules on the part of the Participant;
- information legitimately in the Participant's possession before disclosure by the Service Provider or Organizers;
- information not directly or indirectly resulting from use made of all or part of the Confidential Information;
- information legitimately obtained from a third party permitted to disclose it. The exceptions stipulated in this section do not apply to personal data in the sense of France's law no. 78-17 of 6 January 1978 (on data protection).

The Participant undertakes, throughout the duration of the Call for application and for five years after the end of the Call for application as described under Article 5:

- not to use Confidential Information for purposes other than participation in the Call for application in compliance with the Rules;
- to take all necessary, useful and reasonable precautions to protect Confidential Information;

- to disclose Confidential Information only to members of the Participant's team.

The Participant undertakes to promptly notify the Organizers in writing of the existence of any unauthorized use, disclosure or loss of the Disclosing Party's Confidential Information of which the Participant becomes aware. The notification will indicate the measures taken by the Participant to remedy the situation.

Participants may disclose Confidential Information wholly or in part to any government or legal authority when the law so requires, and insofar as the law permits, are to give advance written notice of their intention to disclose said information at least two working days before the scheduled date of said disclosure.

The Organizers may disclose Participants' Confidential Information wholly or in part to all its subsidiaries in the sense of Article L.233-1 of the French Commercial Code or to a service provider acting on its behalf or that of its subsidiaries.

At the end of the Call for application, whether by reaching the end date indicated under Article 6 or by cancellation, Participants must immediately return all Confidential Information obtained under the Call for application, regardless of the medium on which it is held, to the Service Provider and the Organizers. The Participant will refrain from keeping a copy of the Confidential Information in any way whatsoever unless previously agreed in writing by the Service Provider or the Organizers.

ARTICLE 13 – INTELLECTUAL PROPERTY

Participants expressly undertake not to misuse any legally recognized rights they may hold and any such misuse will entitle the Organizers to disqualify the Participant concerned. Participants undertake to act in a way intended to also meet the Organizers' requirements.

Participants guarantee undisturbed use of the documents, submissions and Deliverables and the rights herein granted against any interference, claims over possession or any other challenge throughout the duration of the Call for application and while intellectual property rights are in force.

In this regard, Participants guarantee the Organizers that none of the documents, submissions and deliverables, tools and other creations provided or used by participants in respect of the Call for application constitutes an infringement of any component, work or creation belonging to a third party, or is the result of unfair competition, parasitic competition (passing off) or any other infringement of third party rights. Participants hold the Organizers harmless from all third party action on any grounds whatsoever including relating to the use of their image or any creation or any other protected element.

In respect of this undertaking, Participants must pay any compensation or other sums in place of the Organizers (i) when the Organizers are ordered to pay compensation by a legal ruling, or (ii) when the Organizers have reached agreement with a third party over a dispute. This obligation remains in force after the end of the Call for application for the lifetime of the rights granted to Organizers in respect hereof.

Deliverables and videos must have been produced by the Participants. All Participants will take responsibility for their compliance with French and European Union legislation, including as regard copyright and legislation on privacy and personal image protection (France's law of 17 July 1970) or any new legislation that might replace such provisions.

All Participants in the Call for application undertake to obtain all necessary permission from persons having participated in any way whatsoever in production of the Deliverables and likely to hold any rights whatsoever over the Deliverables.

The Organizers and Service Provider cannot be held liable for any infringement of the above provisions by Participants.

ARTICLE 14 – COMMUNICATION

Applicant Participants authorize the Organizers to reproduce their trademark free of charge on communication materials about the Call for application including but not limited to the Service Provider's or the Organizers and CFA Partners' intranet and external websites, email signatures/newsletters, press releases, posters/banners at trade fairs, Facebook, LinkedIn, Twitter or other social networks.

Participants also authorize the Organizers to display their registered name and trading names in the same ways, together with their logo as displayed in their applications.

This permission is strictly limited to the purpose as those stipulated in Article 11, and the Organizers and CFA Partners undertake to cease use of trademarks once the circumstances relating to those purposes come to an end, unless the Participant expressly agrees otherwise in writing in advance.

The permission herein comes into force commencing on the Call for application start date, i.e. May 17th 2017 for the duration mentioned in article 6 and requirements stipulated in the abovementioned purposes.

ARTICLE 16 – LIABILITY

It is understood that the Organizers and CFA Partner or Partners can never be held liable for any indirect damages whatsoever. Regarding to proven direct damages, the Organizers liability is limited to 5.000 euro.

The liability of Participants and of the Service Provider in respect hereof is limited to loss and harm caused directly by a breach by the party concerned. No provision herein can be interpreted as, or deemed to be, a limitation or exclusion of the Participant's liability:

- in the event of gross negligence or deception, or
- in the event the Participant's wrongdoing causes death or bodily injury, or
- resulting from claims against which the Participant holds the Organizers harmless in accordance herewith or applicable law.

Neither the Service Provider nor the Organizers can be rendered liable in the event of failure or malfunction of the telecommunications network used, including when the effect is to prevent

the Participant from logging on to or accessing the www.fintech-go.com website or any other website of use when participating in the Call for application.

Call for application participation implies knowledge and acceptance of the characteristics, limitations and risks of the internet and related technology, in particular about performance, response times, and software and hardware security in the face of various potential attacks in the form of viruses, logic bombs and Trojan horses, and the loss or misuse of data. Consequently, neither the Service Provider nor the Organizers can be rendered liable under any circumstances for loss or harm caused to the Participant because of these characteristics, limitations and risks which the Participant has accepted.

Under no circumstances can the Organizers be held liable for loss or harm caused by failure of or delay in Deliverables reaching their destination including the rejection of Deliverables on the grounds of late submission after the deadline set in the Rules, by a failure of or a delay in any electronic mail sent as part of the Call for application to reach its destination, or by any alteration to the Deliverables outside of the Service Provider's and the Organizers' control.

Neither the Service Provider nor the Organizers can be rendered liable in the event of a complete or partial change, suspension, interruption, postponement or cancellation of the Call for application for reasons outside of their control. Under such circumstances, the Service Provider will inform the Participants without undue delay by means of a notice on the www.fintech-go.com website.

Neither the Service Provider nor the Organizers can be rendered liable for the consequence of the disqualification of a Participant for a breach of the Rules.

Neither the Service Provider nor the Organizers can be rendered liable for any interference, proceedings, complaint, challenge nor claim related to use of the Deliverables by the Service Provider or Organizers or related to the negotiation, conclusion or performance of contracts that the Organizers and CFA Partner or Partners might sign with Participants.

Under no circumstances can the Service Provider or Organizers be rendered liable for the time taken to make Benefits available or in the event that a recipient is unable to receive a Benefit for reasons outside of the Organizers' control.

ARTICLE 17 – DATA PROTECTION

Service Provider data.

Participation in the Call for application requires the Participant to disclose the personal data described under Article 4.

This data may be modified by the Participant at any time.

The data stipulated in this Article undergoes automated processing in the sense of France's law no. 78-17 of 6 January 1978 (on data protection) in respect of which the Service Provider alone determines the means and purpose and is, in this regard, responsible for this processing in the sense of the aforementioned legislation.

The purposes of this processing are:

- to organize intermediation between the Participant and the Organizers;
- to identify, operate and store communications with the Participant;
- for the Service Provider or third parties to conduct anonymous market research.

The Organizers and CFA Partner and the Service Provider are the recipients of this data.

In accordance with the provisions of France's law no. 78-17 of 6 January 1978, the Participant is informed that the processing of personal data carried out has been reported to the French Data Protection Registrar (*Commission Nationale de l'Informatique et des Libertés*) for which receipt number 1495245v0 was issued.

In this regard, the Service Provider has undertaken to protect all personal data for the persons concerned, this data being collected and processed by the Service Provider in the strictest confidence in accordance with the law of 6 January 1978.

In accordance with the provisions of Articles 38, 39 and 40 of France's law no. 78-17 of 6 January 1978, the Participant is entitled at any time to:

- challenge the collection and processing of the Participant's personal data carried out by the Service Provider;
- challenge the disclosure of such data to third parties;
- access all the Participant's personal data processed by the Service Provider;
- correct, update and remove the Participant's personal data processed by the Service Provider.

To exercise their rights pursuant to France's law no. 78-17 of 6 January 1978, Participants must send a clearly stated request and their identity by registered mail with proof of delivery to:

Particeep
100 Rue Petit, 75019 Paris

Over the course of fulfilling the Call for application, the Participant may receive or become aware of files, documents or interchanges including Confidential Information including personally identifying information (hereinafter "Personal Data") processed or controlled by the Organizers or its subsidiaries. The Participant undertakes to comply with legislation and regulations in force on the protection of personal data.

Personal Data belonging to the Organizers and/or controlled by the Organizers or by an Organizers' subsidiary remains the property of the Organizers. The Participant may access, process and transfer this Personal Data only in accordance Organizers' instructions. The Participant is to implement the security and confidentiality measures required by applicable law and regulations, and those agreed in advance with Organizers. Organizers' Personal Data is deemed to be Confidential Information and consequently cannot be disclosed to third parties without Organizers' prior written permission. The Participant will supply any information and guarantee requested by Organizers on the transfer, processing and storage of its Personal Data.

ARTICLE 18 – EXPLOITATION RIGHTS OVER WINNERS' IMAGES

The Organizers and CFA Partner may request permission from any Benefit recipient to use their full name, address, photograph and voice for advertising purposes, within the confines stipulated by France's law no. 78-17 of 6 January 1978 on data protection, for which recipients will not receive any remuneration, entitlement or benefit other than their Benefit.

ARTICLE 19 – THE RULES

Participation in the Call for application and the conferring of a Benefit require unreserved acceptance of and full compliance with all the provisions in the Rules. The Organizers reserve the right to disqualify immediately and without compensation any Participant failing to meet this obligation.

Organizers reserve the right to change the Rules at any time, including the duration of the Call for application, and the application and validity of any such changes do not require Participants to be notified. Participants are advised to consult the Rules regularly. Participants expressly waive the right to any complaint or challenge regarding any change brought about to the Rules.

The Rules can also be freely consulted on the www.fintech-go.com website.

A copy of these Rules can be requested free of charge, with a refund of the cost of postage to make the request, as described under Article 14.

ARTICLE 20 – CALL FOR APPLICATION CANCELLATION AND SUSPENSION

The Organizers and Service Provider reserve the right to cancel or suspend the Call for application under the following circumstances:

- inadequacy of the ideas submitted by participants with the Call for application's need;
- force majeure (supervening impossibility);
- any kind of fraud whatsoever;
- lack of a sufficient number of applicants at the sole appreciation of the Organizers.

The Service Provider and Organizers and CFA Partner and Partners cannot be rendered liable for the cancellation or suspension of the Call for application pursuant to this Article and the Participant will not be entitled to any kind of compensation.

ARTICLE 21 – INDEPENDENCE

Registration and participation in Call for application do not create a relationship of subordination in any way between the Service Provider or Organizers and CFA Partner and the Participants or members of the Participant's teams.

ARTICLE 22 – COMPLAINTS

Any complaint from the Participant must be sent in writing no later than thirty (30) days after the end of the Call for application.

Complaints regarding the operation of the www.particeep.com website must be sent in writing to the following address:

Particeep
100 Rue Petit, 75019 Paris

Complaints regarding the running of the Call for application must be sent in writing to the following address:
contact@fintech-go.com

All complaints must include the following, failing which they will be rejected:

- the Participant's full contact details (surname, first name, full address with postcode, login and electronic mail address);
- identification of the Call for application concerned;
- a clear and detailed description of the reasons for the complaint.

ARTICLE 23 – SETTLEMENT OF DISPUTES

In the event of an unresolved dispute after the Participant has submitted a complaint in accordance with Article 22, the Organizers and the Participant undertake to refer their dispute to out-of-court conciliation before any legal proceedings.

The party wishing to start a conciliation process must inform the other party by registered mail with proof of delivery, within which the referring party is to explain its intentions and its reasons to the other.

If the parties fail to reach agreement within thirty (30) days of receipt of the registered mail, they are each free to act as they fit. The first party to act may then refer to matter to the competent jurisdiction under the Douai Court of Appeal.

ARTICLE 24 – APPLICABLE LAW

The Rules and Call for application are governed by the law of France, except for rules on conflict of laws.