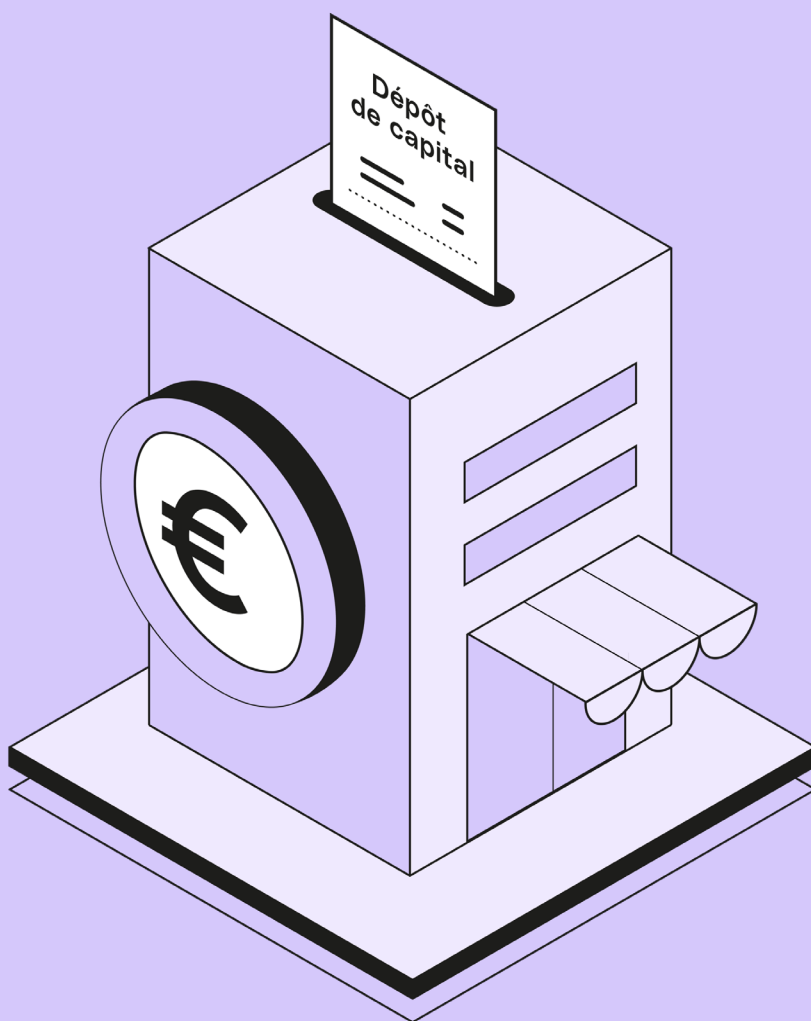


# Qonto

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## Capital deposit

General terms of service



## Preamble

OLINDA, a simplified joint stock company with a capital of € 296,522.49, registered in the Paris Trade and Companies Register under number 819 489 626 and whose registered office is located at 18 rue de Navarin, 75009 PARIS, France, approved by the Autorité du Contrôle Prudentiel et de Résolution as a payment institution within the meaning of Article L522-1 of the French Monetary and Financial Code, CIB 16958 (“Qonto”), offers to its Clients (“the Client”) through its platform [www.qonto.com](http://www.qonto.com) (“Qonto Platform”) a service to assist in the filing of share capital for companies in formation (“Qonto Pack”).

In order to offer these services, Qonto uses Notaries for the sequestration of contributions and the issuance of a certificate of deposit (“The Notary”).

The Client accepts these terms and conditions without reservation through its authorized corporate officers by checking the corresponding box during subscription. The Client shall communicate these terms and conditions of service to any contributor.



These Terms of Service apply to French companies.

In the event of any dispute as to the meaning of a translated word or phrase of the following Terms and Conditions, the French version of the Terms and Conditions should prevail.

## Description of the proposed service

Qonto offers to assist the Client in the deposit of the company's capital in order to obtain, remotely, a certificate of deposit necessary for the registration of the company and the release of the funds of the capital deposit after registration of the company.

In this context, Qonto offers to perform the following tasks on behalf of the Client:

- **Collection of the information required for the capital deposit of the company:**
  - for the company in creation: company name, legal form, address of the registered office;
  - for the corporate representative and contributors: gender, first and last name, email address, nationality, date and place of birth, address, amount of contributions.
- **Collection of supporting documents necessary for the deposit of capital and the payment of funds:**
  - for the company in creation: draft statutes/ articles of association, proof of domiciliation, application for deposit, KBIS, application for payment of the share capital;
  - in the case of a contribution in kind: any document justifying the value and the ownership of the contributed goods;
  - corporate officer and contributors: ID, proof of address.
- **Verification of the information and supporting documents provided.**
- **Assistance of the Client** in case of incompleteness or non-conformity of the documents provided.
- **Opening of temporary payment accounts** in the name of each contributor in the books of Qonto and collection of contributions to the company's capital by SEPA transfer on a dedicated IBAN.



Once the capital is paid up, the Client can choose to use a Qonto payment account in the name of his company and benefit from all the services offered on the Qonto platform.

- **Sending to each contributor a personal IBAN** associated to his temporary payment account. Please note that the transfer for each contributor must come from the personal account of each contributor (account opened in the name of each contributor).
- **When the funds are available and ready to be sent**, Qonto will transmit the capital deposit documents and the funds to the Notary. For this purpose, the Client receives an electronic signature request from Qonto (via our Hellosign solution or any other similar solution).
- **After the Notary has received the documents and the funds, a digital certificate of deposit is sent to the Client**, signed by the Notary and mentioning the distribution of the funds between the different contributors, if any, and the date of receipt of the funds by the Notary. This digital certificate of deposit is available to the Client within 72 hours. The paper certificate is then sent to the Client as soon as possible, by mail to the address communicated by the Client.
- **After the deposit of capital with the Notary**, Qonto offers to send the certificate of deposit of capital directly to its partners offering assistance in the formation of commercial companies, proving the successful completion of the deposit of funds (the Client expresses its willingness to benefit from this service when registering on the Qonto platform).
- **The Notary releases the funds from the capital deposit** to a payment account opened in the books of Qonto in the name of the registered company, within 5 working days, unless Qonto or the Notary is required by law to take additional steps.
- **Sending the Client the payment card** associated with the Qonto account.

## **Important information**

**Qonto now offers you the possibility to make contributions in industry and in-kind up to 30.000 euros.** In accordance with articles L 223-9, D. 223-6-1, L 227-1 and D 227-3 of the Commercial Code, these contributions are not subject to the obligation to have their value assessed by a contribution auditor. It is the responsibility of the Client and the contributors to the company share capital to ensure the correct valuation of these contributions and Qonto will not be held responsible for any damage resulting from an error in valuation, overvaluation or undervaluation. Qonto will not be liable for any direct or indirect damage resulting from this, nor for any actions by the shareholders or third parties.

**In case of partial payment of the share capital,** it is the responsibility of the corporate officers and shareholders of the company to ensure, in accordance with the law, the proper payment of the remaining balance within five years after the incorporation of the company. Qonto does not assume any role in the proper execution of this obligation once the depositary certificate has been issued and the company has been incorporated. Therefore, Qonto will not be liable for the non-fulfilment of this obligation.

**Please note that Qonto does not offer the possibility to create a company with variable capital.**

**Qonto reserves the right to refuse any application for a capital deposit.**

**The Client must communicate these Terms of Service to any contributor to the company share capital.** Please also note that the certificate of capital deposit is valid for a period of 6 months, to allow the Client to complete the registration. If the registration is not completed within 6 months, the Client may request a new version of the application and Qonto will send it to the Notary Public again, at no extra cost to the Client.

## Tariff conditions

When subscribing to the capital deposit service with Qonto, the Client can choose between four different pricing methods:

### Online capital deposit service

**82,80 € TTC (69 € HT)**

*including the certificate of deposit service only.*

### Pack Basic

**202,80 € TTC (169 € HT)**

*including the capital deposit service and a one year subscription to the “Basic” offer of the Qonto account.*

### Pack Smart

**346,80 € TTC (289 € HT)**

*including the capital deposit service and a one year subscription to the “Smart” offer of the Qonto account.*

### Pack Essentiel

**478,80 € TTC (399 € HT)**

*including the capital deposit service and a one-year subscription to the “Premium” offer of the Qonto account.*

The payment of the Qonto Pack service is made by payment card on the Qonto platform, at the time of subscription to the service.

Due to its legal obligations, Qonto reserves the right at any time to refuse a Client without justification or right to compensation.

## Terms of reimbursement

The Client has the option to withdraw from the capital deposit procedure at any time, depending on the option chosen:

### For any capital deposit service only :

In case of cancellation of the capital deposit operation prior to the signature of the certificate of deposit, the Client will be entitled to a refund of the amount paid on the card used for the payment of the Capital Deposit offer, corresponding to the cost of the service of issuing the certificate of deposit by Qonto (69 euros excluding VAT).

To do so, the Client must send a request to Qonto to abandon the registration and send the Notary a sworn statement requesting the end of the formalities and the return of the funds, together with a personal bank account number. The funds will then be returned to the Client within a maximum of 30 working days, to his personal account.

No refund will be made once the certificate of deposit has been issued, signed and made available by Qonto.

### For any selected Qonto annual package :

In case of cancellation of the capital deposit operation prior to the signature of the certificate of deposit, the Client will be entitled to a full refund of the sums paid on the card used for the payment of the Qonto Pack offer, including the chosen annual package as well as the cost of the certificate of deposit issuing service.

**Pack Basic 202,80 € TTC**

= *full refund of the amount paid*

**Pack Smart 468,02 € TTC**

= *full refund of the amount paid*

**Pack Essentiel 478,80 € TTC**

*= total refund of the amount paid*

In case of cancellation of the capital deposit operation **after** the signature of the certificate of deposit, the Client will only be able to receive the refund of the amount paid on the card used for the payment of the Qonto Pack offer, i.e. the cost of the certificate of deposit issuing service will be kept by Qonto (69 euros excl. VAT).

**Pack Basic 202,80 € TTC**

*= refund of 133.80 € VAT included*

**Pack Smart 346,80 € TTC**

*= refund of 277.80 € VAT included*

**Pack Essentiel 478,80 € TTC**

*= refund of 409.80 € VAT included*

To do this, the Client must send Qonto a request to abandon the registration as well as a sworn statement for each contributor to the company share capital requesting the end of the formalities and the return of the funds, accompanied by a personal RIB. The funds are then returned to the contributor within a maximum of 30 working days, to his/her personal account.

In case of cancellation of the capital deposit operation at the Client's initiative, after the validation and opening of the Qonto account, the Client will not be entitled to a refund of the sums paid under the Qonto Pack offer.

All the stipulations relating to the reimbursement are not applicable in case of serious misconduct of the Client and/or breach of the General Terms and Conditions of Use of the payment account.



**Qonto**