

CLEARZI

ASSIGNMENT CONDITIONS – Creditors (Suppliers)

DIGIT 89 SA, operating under the trade name Clearzi

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1. The Parties have entered into an agreement under which DIGIT 89 offers "dashboarding," financing, and debt recovery services to the Creditor.
2. The Assignment and Recovery Services are provided after the approval of these Assignment Conditions, which form an integral part of the Contract, along with other Contractual Documents, including the initial agreement, General Terms & Conditions, the Platform Terms of Use, and the Privacy Policy.
3. Capitalized terms have the definition provided in the general terms and conditions.

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TITRE 1. ASSIGNMENT SERVICE

Article 1. PRINCIPLE

DIGIT 89 provides the Creditor, under the conditions outlined in these Assignment Conditions, an Assignment Service for its Receivables, allowing it to obtain payment, potentially before their Due Date.

This Service is achieved through the assignment of the specified Receivables by the Creditor for a Price corresponding to the nominal amount of that Receivable. DIGIT 89 charges Service Fees, as outlined in Article 7 of the General Terms & Conditions. Payment of this Price, minus the Service Fees, is generally made by DIGIT 89 within two Business Days of the Creditor's Assignment request.

DIGIT 89 reserves the right to request additional legitimate information from the Creditor in the context of the Assignment Service, and the Creditor agrees to provide it promptly, accurately, and completely. DIGIT 89 may deny access to the Assignment Service until the requested information has been provided.

Article 2. ELIGIBILITY OF RECEIVABLES FOR ASSIGNMENT

2.1. Eligibility Criteria for Receivables

2.1.1 Only Receivables meeting the following conditions at the time of the Assignment request are eligible for the Assignment Service, provided other Assignment conditions are also fulfilled:

- (1) They are denominated in euros;
- (2) They have been approved by the Debtor, in full, without any set-off or reduction, and are not subject to any subsequent dispute;
- (3) They have not been assigned, pledged, financed, or paid in any other form;
- (4) They were submitted to the Debtor no later than 30 days after the delivery of the goods or services they represent;
- (5) They have a Due Date of more than one week;
- (6) Their total payment period does not exceed the legal deadline;
- (7) They do not exceed the Debtor's Financing Reserve. This condition applies to all Receivables subject to the same Assignment request;
- (8) They arise from invoices written in the language of the Creditor's registered office;
- (9) They stem from the Creditor's regular business activity and do not relate to transactions like cash on delivery or delivery of documents;
- (10) They do not pertain to a company related to the Creditor or DIGIT 89;
- (11) They cannot be offset against a Debtor's Receivables on the Creditor;
- (12) They are not subject to seizure, pledge, direct action, retention, non-performance exception, or any other third-party rights;
- (13) The underlying service must have been definitively performed, and any goods concerned must no longer be in the Creditor's possession;

- (14) They are not subject to an installment payment agreement, unless previously agreed by DIGIT 89;
- (15) DIGIT 89 has no reason to doubt their authenticity or that they will be paid by the Debtor;
- (16) They have not been rejected by an Intervening Party;
- (17) For Receivables created before the signing of the Assignment Conditions, they have not reached their Due Date and are no older than 30 days at the time of signing.

2.1.2. The fact that a Receivable appears on the Platform as eligible for the Assignment Service does not imply that it meets all the eligibility conditions listed in Article 2.1.1.

It is the Creditor's responsibility to only request Assignment for Receivables that meet these eligibility conditions, except for conditions (2) and (7).

2.2. Option to Accept Other Receivables

2.2.1 DIGIT 89 reserves the right to offer the Assignment Service for Creditor's receivables that do not meet all the eligibility criteria listed in Article 2.1, on a case-by-case basis and considering its own constraints, particularly concerning Intervenor. Creditors wishing to use the Assignment Service for one or more ineligible receivables are invited to contact DIGIT 89.

2.2.2 This is an option at the discretion of DIGIT 89 and not an obligation, and no liability can be sought against DIGIT 89 for refusing to accept receivables that do not meet the eligibility conditions.

The application or non-application of the eligibility criteria by DIGIT 89 does not create any right to future admission for the Creditor.

Article 3. ASSIGNMENT REQUESTS

3.1. Assignment Service Options

3.1.1. The Platform may offer the Creditor the ability to select different options for assigning their Receivables. The available options may vary over time, and the Creditor cannot derive any acquired rights from the availability of certain options at specific times.

Some of these options, such as the automatic assignment of all the Creditor's Receivables within the Debtor's Financing Reserve, require the express approval of DIGIT 89 and are subject to the signing of a specific amendment to these Assignment Conditions between DIGIT 89 and the Creditor.

3.1.2. The option chosen by the Creditor can be changed at any time. The change only applies to Receivables for which assignment has not yet been requested by the Creditor.

3.2. Option to Schedule a Future Assignment

The Creditor also has the option to set the date on which the payment of the Assigned Receivable Price will occur. Upon DIGIT 89's acceptance of the assignment request,

the Assignment Price is reserved in the Debtor's Financing Reserve.

The Creditor using this option assumes the risk of a cause for suspension of the Assignment Service or termination of the Agreement arising between the time of their request and the time of payment of the Price.

3.3. Validation of Assignment Requests by the Creditor

No assignment request will be considered until it has been validated by the Creditor following the procedures provided on the platform. An assignment request can involve one or more Receivables.

As an exception to the previous paragraph, in the event that the Creditor chooses the automatic assignment option, the request is validated only once, at the time of choosing this option.

Article 4. Assignment of Receivables

4.1. Assignment of Receivables

4.1.1. The Receivable is assigned 100% along with all its accessories, securities, and attached rights.

4.1.2. Articles 5.174 et seq. of the Belgian Civil Code apply to the Assignment of Receivables.

4.1.3. The validation of the Creditor's assignment request constitutes an offer to assign the Receivable to DIGIT 89. If accepted, DIGIT 89 confirms the assignment agreement via an electronic confirmation of the assignment request. This acceptance forms the conclusion of the assignment agreement. DIGIT 89's acceptance is without prejudice to its retrocession right under the conditions of Article 8. This acceptance does not acknowledge that the Receivable was eligible for the Assignment Service. Unless the Creditor has requested a later payment date in accordance with Article 3.2, the assignment of the Receivable takes effect upon the conclusion of the assignment agreement. If a later payment date is requested, the Receivable assignment takes effect two Business Days before the chosen payment date for the Assigned Receivable.

4.1.4. A written confirmation of the Assignment is sent to the Creditor via their Account.

4.2. Non-recourse Assignments

The Creditor who validates a Receivable assignment request guarantees its existence and assignability.

They do not guarantee its payment or the Debtor's solvency, and the Receivable will not be reassigned to them for these reasons.

Except in the case of Retrocession, the Creditor is not responsible for recovering assigned Receivables.

Article 5. NOTIFICATION OF ASSIGNMENT OF RECEIVABLES

DIGIT 89 shall notify the Debtor of the Assignment of Receivables requested by the Creditor.

This notification is typically sent on the Business Day following the day the assignment request is validated by the Creditor.

Article 6. Payment of the Price of Assigned Receivables

6.1. General principles for the payment of the price of assigned receivables

6.1.1. Subject to the conditions of Article 6.2, DIGIT 89 will pay the Price of the Assigned Receivables, in accordance with the option chosen by the Creditor. Subject to Article 6.3, the Assigned Receivables are purchased at their nominal value, VAT included.

6.1.2. The Assignment Price is paid to the Creditor, deducting DIGIT 89's Service Fees, including VAT.

6.1.3. The moment when DIGIT 89 accepts the receivables assignment request determines the chronological order of the Assignment Price payments, provided that all conditions are met.

6.2. Conditions precedent for payment of the price of assigned receivables

DIGIT 89 will only pay the Price of an Assigned Receivable if the following conditions are met:

- (1) The eligibility conditions of the Receivable, as outlined in Article 2.1, are still met at the time of payment;
- (2) The Assignment Service is not suspended under Article 7 of these conditions or Article 5.3 of the general conditions;
- (3) DIGIT 89 has no reason to doubt the authenticity of the Receivable or that it will be paid by the Debtor on its Due Date.

6.3. Assignment by a Creditor potentially subject to withholding obligations

When the Creditor is potentially subject to a withholding obligation under Article 55, §§ 1 and 2 of the Code of amicable and enforced recovery of tax and non-tax debts (Tax Withholding) and/or Articles 30bis and 30ter of the law of June 27, 1969 on social security for workers (Social Security Withholding), the following additional terms may apply to the requested Assignments:

6.3.1. No later than at the time of providing their identification information or when their status changes, the Creditor must declare the category to which they belong:

Category A: not subject to withholding obligations
Category B: subject to a potential Tax Withholding obligation
Category C: subject to a potential Social Security Withholding obligation

Category D: subject to a potential Tax and Social Security Withholding obligation

6.3.2. Receivables issued by Creditors in Categories B to D are assigned for a Price, before deduction of Service Fees, equivalent to:

- Category B: 85% of the nominal value of the assigned Receivable
- Category C: 65% of the nominal value of the assigned Receivable
- Category D: 50% of the nominal value of the assigned Receivable

These percentages are automatically adjusted in accordance with any changes in the Creditor's legal Withholding obligations.

6.3.3. Any remaining balance of the nominal value of the Assigned Receivables will be paid to the Creditor as a price supplement when the Debtor pays the Assigned Receivable, provided that the Debtor proves that no withholding was required at the time of payment.

Otherwise, the Debtor is responsible for complying with any applicable Tax and/or Social Security Withholding obligations on the relevant Receivable. No price supplement will be due if a Tax and/or Social Security Withholding obligation applies, regardless of whether the Debtor has correctly performed the withholding.

6.3.4. The Creditor expressly releases DIGIT 89 and any involved parties from all liability for any Tax and/or Social Security Withholding obligations and indemnifies them against any adverse consequences they may incur due to such withholding obligations.

6.3.5. DIGIT 89's Service Fees are always calculated on the nominal value of the Assigned Receivable. They are fully offset against the payment of the Price mentioned in Article 6.3.2.

6.4. Payment terms for the price of an assigned receivable

6.4.1. Subject to verifying the Debtor's acknowledgment of the Assignment, DIGIT 89 will pay the Price of a Receivable within two Business Days of the request for Assignment being validated by the Creditor, provided the Assignment has been accepted by DIGIT 89. This deadline refers to the time of execution of the payment, not the time of receipt by the Creditor.

Meeting this deadline is a best-effort obligation for DIGIT 89. DIGIT 89 assumes no responsibility for exceeding the deadline due to reasons attributable to the Creditor, Debtor, other involved parties, payment service providers, or any other third party.

6.4.2. Payment of the Price will be made to the bank account provided by the Creditor in their identification information no later than the conclusion of the Assignment Conditions, provided it matches the information provided by the Debtor.

In case of discrepancies, the Account will be suspended until the data is verified by DIGIT 89. If doubts persist,

DIGIT 89 reserves the right not to pay the Assignment Price and will reassign the Receivable to the Creditor.

The Creditor is responsible for verifying the data related to the Receivable (amount, invoice number, structured communication, etc.) as it appears on the Platform at the time of the Assignment request, and releases DIGIT 89 from any liability in case of discrepancies between this data and the information on their own invoices.

Article 7. Suspension of the Assignment Service

7.1. Causes of Suspension Related to a Debtor

Without prejudice to other causes that may affect the Assignment of Receivables as provided in the Contract, and in particular the causes listed in Article 5.3 of the general conditions, the Assignment Service in respect of a specific Debtor is suspended by right and with immediate effect in the following cases:

- (1) If and as long as the Financing Reserve limit for that Debtor is reached;
- (2) If an assigned Receivable has not been paid by the Debtor within 30 days following its Due Date;
- (3) The Debtor becomes insolvent;
- (4) As long as the Debtor has not agreed to a modification of the contractual documents concluded between the Debtor and DIGIT 89, has not responded to a request related to identification obligations, or has not provided the requested security;
- (5) As long as the Debtor has not adequately remedied any breach of any obligation under the contractual documents.

Where applicable, depending on the cause of suspension, the suspension may become permanent. The suspension cases referred to in Article 7.1 only concern Receivables that have not yet been assigned as of the date DIGIT 89 notifies the Creditor of the suspension.

7.2. Effects of the Suspension

During the period of suspension of the Assignment Service, no Receivable may be assigned, and the assigned Receivables for which the Price has not yet been paid may be reassigned to the Creditor.

Article 8. Reassignment of Receivables

8.1. Principle

8.1.1. In the cases listed in Article 8.2, DIGIT 89 has the option to proceed with the Reassignment of Receivables assigned by the Creditor, whether or not the Assignment Price has already been paid.

The Reassignment is notified to the Debtor by DIGIT 89.

From that moment, the Creditor regains the responsibility for obtaining payment of the reassigned Receivable from the Debtor, fully discharging DIGIT 89.

If DIGIT 89 has already paid the Assignment Price and receives a Payment from the Debtor after the Reassignment notification, it is contractually authorized to offset this amount against the Assignment Price to be refunded by the Creditor and retain the difference as Service Fees. This Payment from the Debtor to DIGIT 89 extinguishes the reassigned Receivable toward the Creditor through tripartite compensation. If DIGIT 89 has not yet paid the Assignment Price, it will return the received Payment amount to the Debtor.

8.1.2. The Creditor of the reassigned Receivable must reimburse the Assignment Price to DIGIT 89. The Service Fees of DIGIT 89 are not refunded to the Creditor.

As an exception to the previous paragraph, in case of Reassignment based on Article 8.2.1 (2) due to an assignment made during a suspension period of the Assignment Service due to an error by DIGIT 89, no Service Fees are due.

8.2. Grounds for Reassignment

8.2.1. DIGIT 89 has the option to proceed with the Reassignment of an assigned Receivable in the following cases:

- (1) The assigned Receivable did not or no longer met the eligibility criteria of Article 2.1 and the conditions precedent for payment of the Price in Article 6.2 at the time of the payment;
- (2) The Receivable was assigned during a suspension period of the Assignment Service as defined in Articles 5.3 of the general conditions and 7.1 of the Assignment Conditions;
- (3) The Receivable has not been paid 100 days after its Due Date due to government or military actions, war, riots, or nuclear disaster;
- (4) The Creditor hinders or makes more difficult the Collection of an assigned Receivable.

8.2.2. DIGIT 89 will proceed with the Reassignment of any assigned Receivable whose Price has not been paid because the conditions were not met, to the Creditor no later than three Business Days before its Due Date.

TITRE 2. COLLECTION SERVICE

Article 9. COLLECTION SERVICE

9.1. Principles

DIGIT 89 handles the Collection of assigned and non-reassigned Receivables from the Debtor(s) of the Creditor if they are not paid by the Debtor before the Due Date.

9.2. Collection Operation

9.2.1. DIGIT 89 or the Agent will regularly send Payment reminders to the Debtor, which may be accompanied by telephone reminders.

DIGIT 89 or the Agent may resort to any judicial or extrajudicial Collection procedure.

9.2.2. The Creditor agrees not to hold DIGIT 89 or the Agents liable for the Collection operations initiated, even in the event of a Reassignment.

Article 10. OBLIGATIONS OF THE CREDITOR

In addition to the obligations set out elsewhere in the Contract, and in particular the information obligations referred to in Article 6.2 of the general conditions, the Creditor has the following obligations within the framework of the Collection Service:

- (1) Immediately and fully transfer to the Debtor any Payment received from the Debtor for a Receivable whose Assignment has been accepted by DIGIT 89;
- (2) Promptly communicate any complaints received from the Debtor regarding an assigned Receivable;
- (3) In general, provide DIGIT 89 or the Agent with all necessary assistance in the Collection process, including their opinion on any claim by the Debtor concerning an assigned Receivable and any useful documents to establish the validity of the assigned Receivable.

TITRE 3. GENERAL PROVISIONS

Article 11. Contractual Documents

These Assignment Conditions are an integral part of the Contract and supplement the other Contractual Documents. The general conditions approved during the first access to the Platform fully apply to them.