

GENERAL TERMS AND CONDITIONS

1. Scope, Third Party Terms and Party

These Terms of Use apply to the entire offer within the framework of the contractual relationship between Penta Fintech GmbH (or its successor hereafter referred to as “Penta”) and the customer with all content, features, services and rules (“Penta Services”). General terms and conditions of the customer are only part of the contract, if Penta expressly approved in writing. With regard to the business account for solarisBank AG (“solarisBank”) required for the use of Penta Services as well as the other services of solarisBank, the contractual conditions agreed separately by the customer with solarisBank shall apply:

General terms and conditions of solarisBank AG

For the use of the additionally available services of other providers or the integration of the services of such providers, as far as a separate contractual relationship of the customer with these providers is required, again the respective terms of use and the applicable terms and conditions of these providers (such as other online and mobile banking service providers). Irrespective of this (but especially if such a relationship does not materialize), customer’s consent to the particular use-condition-in-demand provided by Penta for that particular service is required.

The party to the Penta Services Agreement is Penta Fintech GmbH, with registered office at Hardenbergstrasse 32, 10623 Berlin and registered in the commercial register of the Local Court of Charlottenburg under the registration number HRB 201074 B. Customers can only be entrepreneurs within the meaning of § 14 BGB. The offer does not apply to consumers within the meaning of § 13 BGB. Further restrictions, e.g. with regard to the legal form, entry in the commercial register and the country of origin of the customer, may arise from regulatory requirements and business policy considerations, in particular those of solarisBank and other partners.

2. Subject of the contract

The subject of the contract is the use of Penta Services. With the help of Penta, the customer opens a business account with the respective services offered by solarisBank. Access through Penta provides access to the Business Account, as well as other services provided by regulated and unregulated third parties (collectively, “Affiliates”) within the respective application provided by Penta (for details, see the applicable List of Prices and Services). Penta provides access to the business account of solarisBank and other regulated services of banking institutions and financial and payment service providers as a technical service provider within the meaning of § 2 (1) no. 9 of the Payment Services Supervision Act on access, integrations and interfaces (including so-called APIs), which are provided by the respective institute or service provider.

3. Scope of services

Penta alone owes the services listed in the current price and service list as services of Penta. In particular, Penta does not conduct any banking business and does not provide any financial or payment services within the meaning of the Banking Act or the Payment Services Supervision Act. In the context of Penta Services, account information in particular is transmitted encrypted and Penta uses other suitable, secure procedures to enable the customer to obtain necessary financial information and to submit other inquiries (e.g. TAN procedures). Penta always endeavours to ensure the

unrestricted usability and availability of the services provided, but cannot provide an unrestricted guarantee for the security. The goal is an availability of services of 97% (Service Level Agreement, "SLA") in the annual average. If maintenance work is required and the Penta Services are therefore temporarily unavailable, the customer will be informed in good time. Failure of Penta Services due to maintenance is not covered by the General Service Agreement (SLA). Penta warrants to customer that any limitation or impairment of the Penta Services may be outside the control of Penta. This includes, in particular, acts of third parties that are not acting on behalf of Penta (including solarisBank and other partners or third-party providers), technical conditions of the Internet that cannot be influenced by Penta, and force majeure. The hardware and software used by the customer as well as the technical infrastructure can also influence the Penta Services. Insofar as such circumstances affect the availability or functionality of the Penta Services, this has no effect on the contractual conformity of the services provided and is attributable to the sole risk sphere of the customer.

4. Contractual relationship with solarisBank

The use of Penta Services requires the conclusion of a contract for the establishment and use of a business account with solarisBank. In particular, the giro contract commits solarisBank to create an account for the customer, to credit incoming payments to the account and to process completed transfer orders to the detriment of this account and to issue one or more master cards to the customer. The checking account is kept as a current account by solarisBank. Details can be found in the information provided by solarisBank. If the customer's business relationship ends with solarisBank, the Penta Services can no longer be used. Limitations of the services of the solarisBank (e.g. also by seizures) may also affect the scope of the Penta Services in whole or in part. Since Penta acts exclusively as a technical service provider on the basis of a cooperation agreement with solarisBank with regard to the business account and other services of solarisBank, Penta is bound by solarisBank's instructions, in particular insofar as regulatory requirements must be satisfied. This concerns in particular the following facts:

- Account opening or rejection
- Account suspension or restriction of use;
- Termination of the contract relationship and closure of the account.

Limiting the use of the Business Account may also restrict the use of the Penta Services and third-party integrated offerings. The coordination with the solarisBank can take some time. In some cases, Penta may not be entitled to provide the customer with information about the reasons for such action or other details.

5. Contractual relationships with other providers

The foregoing applies mutatis mutandis to all other providers, which provide the customer via the Penta Services banking, financial or payment services.

6. Registration and opening of the business account

Prerequisite for opening and using a business account and the Penta Services is the user registration. A bilateral contract arises as follows:

The customer registers himself via the respective application of Penta as a user, in which he deposits his full name as well as his e-mail address and chooses a password. He must be the legal representative of the company for which he is registering and providing the necessary additional information. A confirmation of the registration will be sent after the deposited e-mail address.

The opening of the business account and the conclusion of the contract with Penta will only take place after certain checks according to regulatory and legal requirements. These include in particular the identification of all natural persons acting as legal representatives of the customer and the verification of the information on the customer's business (including the beneficial owners) in accordance with the requirements of the Anti-Money Laundering Act (GwG). Contractual relationships are only concluded when the registration process is completed. The acceptance of the General Terms and Conditions of Penta as well as those of the solarisBank, and those of the Affiliates (If necessary) is a condition to complete the process successfully. Penta informs the customer in a timely and appropriate manner about the existence of possible further Affiliates and, if necessary, the necessity to accept their terms and conditions. Details of the existing requirements can be found in the respective treaties and escape the influence of Penta. For the activation of further online banking users (e.g. for employees) further authentication procedures are necessary, which are directed in particular according to the specifications of solarisBank or the respective Affiliate concerned. The access to the applications of Penta takes place via the respective user name or the registered E-Mail address as well as a password.

7. Use of Penta Services, communication, change of information

The communication between Penta and the customer takes place basically via the respective applications offered by Penta (in particular with respect to the provision of account statements, etc.), by e-mail as well as the telephone customer support or the customer hotline. The change of master data is basically possible either by a message to Penta or within the application. If necessary, these changes must be verified again. The use of the account is governed by the general terms and conditions of solarisBank and the corresponding specifications of solarisBank. A termination and the order to close the account must always be addressed to the customer service of Penta. Penta will inform solarisBank and other providers accordingly. If a reference account has already been deposited, existing credit will be transferred to this account. Otherwise, the customer will be asked to provide a valid reference account for account closure and account balancing purposes. In this case, a reasonable processing period applies.

8. Privacy and data retrieval

Penta undertakes to protect customer information at any time by appropriate and state-of-the-art measures and assures that it does not disclose personal information to users unless legally permitted, performance of the contract is not required or the client does not consent thereto has been. Details about the handling of personal data, data protection and data security are defined in detail in the privacy policy. The data transfer takes place via a secure and encrypted Internet connection. For the regular exchange of data, Penta and solarisBank have entered into an agreement on joint responsibility for data processing within the meaning of Art. 26 DS-GVO. For the processing of the customer's data by partners, their privacy policy applies. In the event that technical or legal conditions change, Penta reserves the right to change the practice described here. The customer will be informed in good time.

9. Obligations of the customer

The customer is responsible for the secrecy and security of his access data to his business account. This means that access data must be kept secret and not disclosed. The customer is responsible for preventing third parties from being aware of access data and must take the necessary measures to ensure confidentiality, in particular by using a secure password consisting of numbers, letters and special characters and changing the password at regular intervals.

As part of its duty of care, the customer will ensure that they can be reached at the specified e-mail address from the time of registration. A misuse of the user account, a corresponding suspicion or a loss of access data, the customer Penta immediately in writing (e.g. by e-mail or in the web application) to communicate. In addition, the customer is responsible for taking appropriate precautions to regularly and safely save the data uploaded, stored and stored in the context of the use of the business account and to create their own backup copies in order to recover the loss of data and information guarantee. The customer must respond promptly to inquiries from Penta, solarisBank and other third-party providers. The customer must promptly and as accurately as possible report functional failures, malfunctions or impairments of the Software. The customer is responsible for ensuring that the necessary system requirements are met in order to use the Penta Services. If the customer uses offers from third parties (in particular scraping software and add-ons), he is responsible for ensuring that these do not affect the Penta Services. In this respect, Penta does not guarantee compatibility and is not liable for damages resulting from the use of such offers.

10. Indemnity

The customer indemnifies Penta against all claims, including any claims for damages asserted by other customers or other third parties, including government authorities, against it for infringement of rights arising from the use of Penta Services. The customer is liable for any costs, including costs for defence, incurred by Penta for any breach of third-party rights by the customer. All further rights and claims for damages of Penta remain unaffected. The above obligations only apply if the customer is responsible for the infringement in question.

11. Restriction of the offer

Penta may take reasonable steps to prevent damage and to ensure the availability of Penta Services. This applies in particular if the customer violates his contractual obligations. Such measures may include the partial or total restriction of access to the Penta Services, in particular as regards the possibility of card payments or money orders. Penta is also entitled to restrict the service offer in whole or in part, if the customer does not pay any fees due. Penta has no influence on the restriction of the offer by solarisBank or other partners.

12. Term and termination of the contract

Unless otherwise stated in the respective service description, the contract for the use of Penta Services is concluded for an indefinite period. The customer may terminate the contract in writing with a notice period of five (5) working days to the end of the month. An email to Penta is sufficient. Penta then deletes the user account, if applicable, including the users associated with the business account. Unsecured data will be lost upon termination. Penta may terminate the license agreement in writing with a notice period of eight (8) weeks. An e-mail to the customer is sufficient for this. In the event of such ordinary termination, Penta is not obliged to give reasons. The right to extraordinary termination for good cause remains unaffected. An important reason in this sense is in particular if:

- the customer does not pay any fees due,
- the customer fails to provide required information to Penta or its partners for regulatory reasons in a timely manner;
- the customer uses the Penta Services for Unfair Commercial Practices,
- the customer suffers harm to Penta Services, in particular through the use of unauthorized software solutions, malware or attacks on Penta's infrastructure, or

- the customer otherwise violates essential contractual obligations or repeatedly violates contractual obligations.

Penta reserves the right to notify its affiliates of any intended termination and, in particular, of the important reasons for extraordinary termination. In many cases, Penta is obligated as a technical service provider to regulated payment service providers as well as banks and financial service providers for forwarding and reporting.

13. Liability for defects

With respect to the provision of software (*Software as a Service*) by Penta as part of Penta Services:

- In principle, the statutory provisions for warranty apply unless these contractual conditions contain deviating agreements.
- The §§ 536b (knowledge of the tenant of the defect at the conclusion of the contract or acceptance), 536c (defects occurring during the rental period, notice of defects by the renter) of the Civil Code (BGB) apply.
- The application of § 536 BGB (reduction of rent in case of material and legal defects) is excluded, as far as the defect is not due to a fault of the provider. The application of § 536a Abs. 2 BGB (self-rectification right of the renter) is excluded. Excluded is also the application of § 536a Abs. 1 BGB (liability for damages of the lessor), as far as the standard provides a no-fault liability.

14. Limitation of Liability

Penta is basically liable without contractual restriction only for damages of the customer:

- which are based on an intentional or grossly negligent breach of duty by Penta or on an intentional or grossly negligent breach of duty by a legal representative or vicarious agent of Penta,
- from injury to life, body or health due to a negligent breach of duty by Penta or a wilful or negligent breach of duty by a legal representative or vicarious agent of Penta, as well as
- in the context of liability in accordance with the provisions of the Product Liability Act, the user guarantees or fraudulent misrepresentation by Penta.

For damages based on a slightly negligent breach of a material obligation, the liability of Penta shall be limited in amount to the damage which is foreseeable and typical according to the nature of the business in question. Essential are obligations whose breach jeopardizes the achievement of the purpose of the contract or the fulfilment of which enables the proper execution of the contract in the first place and on whose observance the customer regularly trusts. Further liability of Penta is excluded. As far as the liability of Penta is excluded or limited, this also applies to the personal liability of employees, representatives, and vicarious agents as well as for tortious claims.

15. No liability for third party providers

Both the solarisBank and Affiliates, which offer further regulated services in particular, which can be used via the Penta Services, act on the basis of their own contractual relationship with the customer. In this respect, Penta does not assume any warranty or liability. Insofar as the customer uses

the services of other providers via Penta, this is done at his own risk. Details can be found in the product descriptions and any terms of use provided by Penta for the respective service.

16. Technical changes to the terms and conditions

Penta is entitled at any time to make changes to these Terms and Conditions, the Price List and other provisions, which:

- fix obvious mistakes or gaps,
- descriptive provisions apply to the extent that the underlying circumstances have changed;
- of clarification or clarification or otherwise editorial in nature, or
- expressly reserve any other express reservation of change, in particular with regard to benefits and perks of which Penta has reserved its preferences.

17. Other changes to the general terms and conditions and other provisions in the context of the business relationship

Penta is entitled to offer the customer the changes of these terms and conditions with a notice period of 4 weeks for a contradiction of the customer. After expiry of the period, the new terms and conditions shall be deemed approved by the customer unless he has objected. Decisive for the observance of the objection period is the receipt of the objection with Penta. Penta will inform the customer by e-mail of the new regulations and the effective date, indicating the period of opposition and the consequences of expiry of the opposition period. Upon receipt of this e-mail to the customer, the opposition period begins. These regulations do not apply to the changes of main performance obligations and subsidiary obligations, which are essential for the achievement of the goals pursued by the customer with the conclusion of the contract, in particular also fixed prices within the scope of the price and service list. A change in this way is also excluded, if this is unacceptable for other reasons, taking into account the mutual interests of the customer.

18. Fees and payment processing

The costs for the relevant Penta Services are listed and defined in detail in the price and service specifications. The costs of the services of partners arise in each case from their terms and conditions or price and service directories. The customer is always informed of any usage fees for services in connection with the respective activation. Penta shall be entitled to collect any fee for paid services both from Penta and, if necessary, the Partner by direct debit directly from the customer's account. The customer has to provide sufficient cover for the account. Any usage fees will be collected at the beginning of the next month for the previous month. The customer confirms that he agrees to receive invoices in electronic form. The customer himself is responsible for the proper storage of the invoices.

19. Bonus programs and credits

Penta may, under certain conditions, in particular for the advertisement of new customers or in the case of plan changes by the customer or plan changes by Penta, grant the customer so-called Penta credits ("Credits").

Credits have the value assigned to you and are granted as credits. They do not grant any right to payment of the value, but only to offsetting against claims of Penta, thus in particular with performance fees. Upon termination of the contract still existing Credits expire.

Insofar as the customer submits the personal data of third parties to Penta within the framework of a recommendation program, he is responsible to Penta for having consented to the disclosure of your data.

20. Communication

The communication channels accepted by Penta are hotline, e-mail and chat within the web application. Penta reserves the right to address the customer by other means. The Penta Services are offered in German and English.

21. Other

The law of the Federal Republic of Germany. The exclusive place of jurisdiction for all disputes arising out of or in connection with these terms and conditions is Berlin, insofar as the customer is a merchant, a legal entity under public law or a public-law special fund. This also applies to the enforcement of the rights Penta's to the customer.

Should individual provisions of these Terms of Use be or become ineffective and / or contradict the statutory provisions, this shall not affect the validity of the remaining Terms of Use. The ineffective provision shall be replaced by mutual agreement between the contracting parties by such provision, which comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision applies in case of loopholes accordingly.

As of: 01.06.2019