Agreement for an API test phase

§ 1   Contractional partners and terms

1.1   This agreement and conditions ("API Test Agreement") govern the legal relationship between BANKSapi Technology GmbH, Lyonel-Feininger-Str. 28, 80807 Munich (AG Munich, HRB 225976), e-mail: info@banksapi.de, (hereinafter: "**BANKSAPI**") and a contracting party interested in establishing a business relationship with BANKSAPI (hereinafter: "**PROSPECT**"; collectively "**the parties**").

1.2   BANKSAPI is licensed as an account information service (AIS) and payment initiation service (PIS) by the German Federal Financial Supervisory Authority (BaFin) as the responsible supervisory authority and is subject to regulatory requirements. BANKSAPI and PROSPECT intend to connect the interface provided by BANKSAPI to PROSPECT's systems in the future. PROSPECT would like to examine the connection and the services of BANKSAPI described in this agreement as part of an extensive test phase in order to be able to decide whether a long-term business relationship can be entered into (**preliminary project**).

§ 2   Object

2.1   The subject of the preliminary project is: PROSPECT would like to test the functions offered by BANKSAPI. BANKSAPI provides a standardized technical interface (API) for testing purposes.

2.2   PROSPECT has defined the specific test object in the online order form. This can extend to the products BANKS/Connect, the payment function as an add-on to BANKS/Connect, PAY/Connect and AI/Connect.

2.3   BANKSAPI alone decides whether to grant, extend or restrict test access or to amend the contract term and time limit under §3 of this agreement.

§ 3   Usage rights

The services of BANKSAPI may only be used for test purposes as part of the preliminary project. Use in business transactions is expressly prohibited without the written consent of BANKSAPI.

§ 4   Contract term

4.1   The contract begins upon transmission of the access data by BANKSAPI to PROSPECT.

4.2   The contractual services shall be made available for test purposes for a period of three (3) months from the provision of the services described in § 2 - subject to an extension by mutual agreement.

4.3   The contract shall end three (3) months after the provision of the contractual services, i.e. after the end of the test phase.

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4.4 With the closing of a contract intended in the sense of the preamble, the period of validity of this agreement ends without further action even before the aforementioned date, so that no further rights or obligations from this agreement can be claimed thereafter.

4.5 Any right to extraordinary termination for good cause remains unaffected.

§ 5 Remuneration

The remuneration for the provision of the contract software and the documentation for the test phase is **zero (0) EURO**.

§ 6 Feedback

6.1 PROSPECT undertakes to provide BANKSAPI with qualified feedback if a contract for the establishment of a business relationship following the API test contract is not concluded.

6.2 The feedback can be obtained from BANKSAPI either by telephone or by e-mail.

§ 7 Non-disclosure

7.1 The contracting parties mutually undertake to treat all business and trade secrets of the other contracting party that become known to them in the course of the preliminary project as strictly confidential. In particular, both contracting parties shall treat confidentially any concepts and/or documents they become aware of or receive and shall only use them within the scope of the preliminary project. The documents, information, knowledge and experience provided to the other contracting party may only be used for the purposes of the preliminary project. In addition, the contracting parties agree to maintain confidentiality regarding the content of this agreement, including any annexes, and regarding the knowledge gained during its execution - in particular business/trade secrets - of the other party and to comply with the relevant data protection regulations. Each contracting party shall protect the information received from the other contracting party with the same care as its own business and trade secrets.

7.2 The parties may make confidential information available to their affiliated companies. An "affiliated company" is a company that, directly or indirectly, controls, is controlled by or is under common control with the respective party, whereby control means that the majority of the voting shares can be disposed of.

7.3 The respective contracting party shall be released from the aforementioned confidentiality obligations if and to the extent that the information was demonstrably already known to it at the time of transmission or the information has otherwise become generally accessible or a statutory or officially ordered disclosure obligation exists to its detriment.

§ 8 Data protection

8.1 The contractual partners are obliged to comply with the relevant provisions on the protection of personal data and private and business secrets, in particular the provisions on the protection of

personal data in accordance with the General Data Protection Regulation (hereinafter: "GDPR"), the German Federal Data Protection Act (BDSG) and any other relevant legal provisions.

8.2   When processing personal data, the contracting parties shall ensure that they only use employees/subcontractors who have been adequately instructed in the handling of such data with regard to confidentiality and data integrity.

8.3   Insofar as a declaration of consent is required from the data subject with regard to the collection, processing and/or use of data when using the contractual services, the contractual partners shall ensure that the corresponding declaration of consent is obtained and verified in their respective areas of responsibility.

§ 9   Liability

9.1   The parties shall be liable in accordance with the statutory provisions insofar as claims are based on a breach caused by intent or gross negligence, including intent or gross negligence on the part of legal representatives or vicarious agents. In the event of slight negligence, the parties shall only be liable in the event of a breach of material contractual obligations (i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely) and in the event of injury to life, limb or health (personal injury) and in accordance with the German Product Liability Act. In all other respects, the pre-contractual, contractual and non-contractual liability of the parties is limited, whereby the following limitation of liability also applies in the event of fault on the part of a legal representative or vicarious agent of the parties.

9.2   BANKSAPI shall not be liable for business interruption losses, loss of profit or unforeseeable, i.e. atypical losses in cases not caused intentionally or by gross negligence.

9.3   PROSPECT shall indemnify BANKSAPI against all third-party claims arising from use outside the scope permitted by this agreement, in particular due to use or provision in business transactions for third parties.

§ 10   Final provisions

10.1   Should one or more provisions of this agreement be invalid or void, this shall not affect the validity of the remaining provisions. The contracting parties undertake to replace the invalid or void provisions with economically equivalent and legally valid provisions.

10.2   Amendments and supplements, in particular an extension of the validity of this agreement, must be made in text form.

10.3   This agreement ends with the signing of a cooperation agreement between the parties.

10.4   This agreement, including any annexes, and all rights and obligations arising from it are subject exclusively to German law. The place of jurisdiction is Munich (Germany).