Agreement on a trial period for the API

§ 1 Contracting Parties and Definitions

1.1 This agreement and these terms and conditions ('API Trial Agreement') govern the legal relationship between BANKSapi Technology GmbH, Pettenkoferstr. 35, 80336 Munich (Munich Local Court, HRB 225976), email: info@banksapi.de, (hereinafter: "BANKSAPI") and a party interested in establishing a business relationship with BANKSAPI (hereinafter: **"INTERESTED** PARTY"; collectively **"the** Parties").

1.2 BANKSAPI is authorised as an account information service (AIS) and payment initiation service (PIS) by the Federal Financial Supervisory Authority (BaFin) as the competent supervisory authority and is subject to regulatory requirements. BANKSAPI and the INTERESTED PARTY intend to connect the interface provided by BANKSAPI to the INTERESTED PARTY's systems in the future. As part of a limited-time trial phase, the INTERESTED PARTY wishes to test the integration and the BANKSAPI services selected in the online order form in order to determine whether a long-term business relationship can be established by entering into a separate contract (e.g. a licence, framework or cooperation agreement; hereinafter: 'follow-up contract') (**preliminary project**).

1.3 The agreement is concluded when the INTERESTED PARTY submits the online order form (offer) and BANKSAPI accepts this offer by providing the access details or by means of a written declaration. There is no entitlement to acceptance or to the granting of trial access. Any deviating or supplementary terms and conditions of the INTERESTED PARTY shall not form part of this contract, even if BANKSAPI does not expressly object to them.

1.4 The INTERESTED PARTY warrants that they are entering into this agreement as a trader within the meaning of Section 14 of the German Civil Code (BGB) in the course of their commercial or self-employed professional activities, and are not acting as a consumer within the meaning of Section 13 of the German Civil Code (BGB). The trial services are intended exclusively for traders.

1.5 Neither party is obliged by this agreement or the conduct of the trial phase to enter into a subsequent contract. Each party is entitled to terminate negotiations regarding a subsequent contract at any time without giving reasons.

§ 2 Subject Matter

2.1 The subject matter of the pilot project is as follows: the INTERESTED PARTY wishes to test the functions offered by BANKSAPI. To this end, BANKSAPI shall make available to the INTERESTED PARTY, on a trial basis, a standardised technical interface (API) together with the associated documentation and the functions selected in the order form (hereinafter: '**Test Services**').

2.2 The INTERESTED PARTY has specified the exact scope of the test in the online order form. This may cover one or more of the following products: BANKS/Connect, the payment function as an add-on to BANKS/Connect, PAY/Connect, AI/Connect and ADVICE/Connect. There is no entitlement to a specific scope of functions or to the provision of individual products.

2.3 BANKSAPI is entitled to extend, restrict or amend the scope of the trial for objective reasons – in particular for regulatory, security-related, technical or capacity-related reasons, or in the event of a change to or discontinuation of the trial offers – provided this is reasonable for the INTERESTED PARTY. The term may only be amended in accordance with Clause 4. There is no entitlement to the granting or extension of trial access.

2.4 The test services are provided free of charge and 'as is'. BANKSAPI is under no obligation to ensure a specific level of availability or performance, to provide support, or to guarantee that the test services are free from errors; maintenance work, disruptions and changes to the test services are possible. The trial services may depend on services and interfaces provided by third parties (in particular account-holding payment service providers), over whose availability and configuration BANKSAPI has no influence. There is no entitlement to rectification of faults or a reduction in price; any claims for damages by the INTERESTED PARTY shall be governed exclusively by Section 9.

2.5 The INTERESTED PARTY shall itself back up the data and configurations used or generated during the trial phase at appropriate intervals. BANKSAPI does not carry out any data backups.

§ 3 Rights of Use

3.1 The test services may be used within the scope of the preliminary project exclusively for the INTERESTED PARTY's internal testing purposes. Use in live operations, in business transactions (in particular vis-à-vis end customers or other third parties) and any provision to third parties is expressly prohibited without the prior written consent of BANKSAPI.

3.2 BANKSAPI grants the INTERESTED PARTY, for the duration of the test phase, a simple, non-exclusive, non-transferable and non-sublicensable right to use the test services to the extent specified in §3.1. The INTERESTED PARTY may use the test services through its own employees and through service providers bound by confidentiality obligations who work exclusively for it; it shall be liable for their actions as if they were its own. All rights to the trial services, the documentation and other materials provided by BANKSAPI, in particular copyright and trade secret rights, remain with BANKSAPI or its licensors.

3.3 The INTERESTED PARTY is prohibited from (a) modifying, decompiling, reverse engineering or otherwise determining the source code, structure or mode of operation, unless permitted by mandatory law; (b) to circumvent technical safeguards or access and query restrictions, or to impair the test services through excessive use; (c) to use the test services for the development of a product or service that competes with BANKSAPI's services; and (d) to make the results of performance or comparative tests available to third parties or to publish them without BANKSAPI's prior written consent.

3.4 The INTERESTED PARTY must keep the access data (in particular API keys, client IDs and passwords) confidential, protect them from unauthorised access and make them available only to persons authorised in accordance with §3.2. They shall inform BANKSAPI immediately if there are any indications of misuse or unauthorised access, and shall report any security incidents relating to the test services.

3.5 The INTERESTED PARTY shall use the test services only with its own accounts, with test accounts or with accounts belonging to persons who have previously given their valid consent or who have granted the consent required under payment services legislation. Insofar as the test services involve the initiation of payments, this shall be carried out under the Prospective Client's responsibility; BANKSAPI is not responsible for the execution of payment orders by account-holding payment service providers.

§ 4 Term of the Agreement

4.1 The term of this agreement shall commence upon BANKSAPI's transmission of the access details to the INTERESTED PARTY.

4.2 The trial services shall be made available for testing purposes from the start of the term as set out in clause 4.1 for a period of 32 days (hereinafter: '**trial period**') – subject to a mutually agreed extension in writing. There is no entitlement to an extension.

4.3 The contract shall terminate automatically and without the need for notice upon expiry of the trial period, unless it terminates earlier in accordance with this Clause 4.

4.4 Upon the conclusion of a follow-up contract, the term of this agreement shall automatically terminate even before the expiry of the trial period. Any claims already arising, as well as the provisions continuing to apply in accordance with Section 10.4, remain unaffected; the follow-up contract may contain provisions deviating from these.

4.5 The right to terminate the agreement for cause (Section 314 of the German Civil Code (BGB)) remains unaffected. In particular, BANKSAPI shall be deemed to have good cause if the PROSPECT breaches Section 3 or Section 7, if there are indications of misuse of the trial services or the access details, if the continuation of the trial services is prohibited under regulatory law, or if the security of BANKSAPI's systems is jeopardised.

4.6 The INTERESTED PARTY may terminate this agreement at any time in writing with immediate effect. BANKSAPI may terminate this agreement for objective reasons, in particular in the cases specified in §2.3, by giving seven days' notice in writing.

4.7 BANKSAPI is entitled to suspend the test access immediately, in whole or in part, if there are concrete indications of use in breach of the contract, misuse of the access details, a threat to the security or integrity of BANKSAPI's systems or those of third parties, or a breach of regulatory requirements.

4.8 Upon termination of this agreement, BANKSAPI shall deactivate the access details. The INTERESTED PARTY shall cease all use of the trial services and shall delete the documentation

provided to them, as well as any other confidential information from BANKSAPI, or return it upon request, provided that no statutory retention obligations prevent this. BANKSAPI shall delete the test data processed during the test phase within a reasonable period following termination, provided that no statutory retention obligations prevent this. There is no entitlement to the handover or export of test data.

§ 5 Remuneration

5.1 The remuneration for the provision of the test services and the documentation for the test phase is **zero (0) euros**.

5.2 Each party shall bear its own costs and expenses in connection with the test phase, in particular those relating to connection, integration and personnel, even if no subsequent contract is concluded. Any costs charged to the INTERESTED PARTY by third parties in connection with the test phase (e.g. fees from banks or telecommunications providers) shall be borne by the INTERESTED PARTY. No claim to specific terms and conditions in a subsequent contract may be derived from the fact that the test phase is provided free of charge.

§ 6 Feedback

6.1 The INTERESTED PARTY undertakes to provide BANKSAPI, upon BANKSAPI's request, with feedback on the test results within 14 days of the end of the trial period, in particular regarding the scope of functionality, documentation, integration effort and the handling of the test services. If no subsequent contract is concluded, the feedback shall also include a brief statement of the main reasons. The INTERESTED PARTY is not obliged to disclose any confidential information or trade secrets in this context.

6.2 BANKSAPI may request this feedback either by telephone or by email using the contact details provided in the order form. The INTERESTED PARTY consents to being contacted for this purpose; such contact does not constitute advertising.

6.3 The INTERESTED PARTY grants BANKSAPI a royalty-free, non-exclusive right of use, unlimited in time and geographical scope, to feedback as well as suggestions for improvements and changes to the test services ("Feedback"), which also includes the right to adapt such feedback. BANKSAPI may use the Feedback, without attribution and without remuneration, to improve and further develop its products and services. Feedback shall not be deemed to be Confidential Information of the INTERESTED PARTY within the meaning of Section 7, provided that it does not contain any trade secrets or personal data of the INTERESTED PARTY.

§ 7 Confidentiality

7.1 '**Confidential Information'** means all information which one party discloses or makes available to the other party in connection with this Agreement in any form whatsoever, and which is marked as confidential or the confidentiality of which is apparent from the circumstances. This includes, in particular, trade secrets within the meaning of Section 2(1) of the Trade Secrets Act

(GeschGehG), technical and organisational information, access data, documentation, interface specifications, security concepts, prices and terms and conditions, as well as the results of the test phase.

7.2 The contracting parties mutually undertake to treat all Confidential Information of the other contracting party that comes to their knowledge in the course of the preliminary project as strictly confidential, not to disclose it to third parties and to protect it from unauthorised access. In particular, both contracting parties shall treat the concepts and/or documents that come to their knowledge or are provided to them as confidential and shall use them only within the scope of the preliminary project. The documents, information, knowledge and experience provided to the other party may be used exclusively for the purposes of the preliminary project. Furthermore, 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 trade and business secrets – of the other party, and to comply with the relevant data protection provisions. Each party shall protect the information received from the other party with the same care as it would its own trade and business secrets, but at the very least with appropriate confidentiality measures within the meaning of the German Trade Secrets Act (GeschGehG).

7.3 The parties may disclose Confidential Information to their affiliated companies, as well as to their employees, advisers (e.g. solicitors, tax advisers, auditors) and service providers, insofar as such persons require it to fulfil this Agreement (need-to-know) and are bound by a duty of confidentiality to the extent set out in Section 7; the disclosing party shall be liable for breaches by such persons as if they were its own. An ‘affiliated company’ means a company which, directly or indirectly, controls the respective party, is controlled by it, or is under common control with it, whereby ‘control’ means the ability to dispose of the majority of the voting shares.

7.4 A party shall be released from the confidentiality obligations set out above if and to the extent that it can be proven that the information was already known to that party at the time of disclosure, or that the information has otherwise become generally available, without this being due to a breach of this Agreement, or the information was lawfully disclosed to it by a third party without any obligation of confidentiality, the information was developed by it independently and without use of the Confidential Information, or there is a statutory or regulatory obligation on it to disclose the information; in which case the party subject to the obligation shall, to the extent permitted by law, inform the other party in advance and without delay and limit the disclosure to the extent necessary.

7.5 The obligations under this Section 7 shall continue to apply to Confidential Information disclosed during the term of this Agreement until the expiry of three years following its termination; in the case of trade secrets within the meaning of the Trade Secrets Act (GeschGehG), they shall continue to apply for as long as the information constitutes a trade secret.

§ 8 Data Protection

8.1 The contracting parties are obliged to comply with the relevant provisions on the protection of personal data and private and trade secrets, in particular the provisions on the protection of personal data under the General Data Protection Regulation (Regulation (EU) 2016/679; hereinafter: 'GDPR'), the Federal Data Protection Act (BDSG) and, where applicable, other relevant legal provisions.

8.2 The contracting parties shall ensure that, when processing personal data, they only employ staff or subcontractors who are bound by a duty of confidentiality and have been adequately instructed regarding the handling of such data in terms of confidentiality and data integrity.

8.3 Insofar as a declaration of consent or other authorisation from the data subject (in particular the account holder) is required in relation to the processing of data when using the test services, the contracting parties shall ensure, within their respective areas of responsibility, that the relevant declaration is obtained and documented.

8.4 During the trial phase, the INTERESTED PARTY shall, as a general rule, only process test data or personal data of those individuals who have given their valid consent in accordance with Clause 3.5. Insofar as BANKSAPI, exceptionally, processes personal data on behalf of the INTERESTED PARTY during the trial phase, the parties shall conclude an agreement in accordance with Article 28 of the GDPR prior to the commencement of such processing. Furthermore, each party shall process personal data (in particular the contact details of the contact persons) as a separate data controller within the meaning of the GDPR; BANKSAPI provides information on this in the privacy notice available on its website.

§ 9 Liability

9.1 The parties shall be liable in accordance with statutory provisions insofar as claims are based on a breach resulting from wilful misconduct or gross negligence, including wilful misconduct or gross negligence on the part of their legal representatives or vicarious agents, and furthermore in the event of fraudulent concealment of a defect and where a guarantee has been given. In cases of slight negligence, the parties shall only be liable for breaches of essential contractual obligations (i.e. an obligation the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies and is entitled to rely), as well as for injury to life, limb or health (personal injury) and in accordance with the Product Liability Act and other mandatory statutory liability provisions. In all other respects, the pre-contractual, contractual and non-contractual liability of the parties is excluded; this exclusion of liability and the limitation of liability under Clause 9.2 shall also apply in the event of fault on the part of a legal representative or vicarious agent of the parties.

9.2 In cases where a breach of essential contractual obligations is caused neither by wilful misconduct nor by gross negligence, BANKSAPI shall be liable only for damage typical of the contract and foreseeable at the time of conclusion of the contract, up to a maximum of EUR 5,000 per claim. In such cases, BANKSAPI shall be liable for the loss of data only to the extent

of the costs that would have been incurred by the INTERESTED PARTY in restoring the data had they carried out regular data backups appropriate to the risk involved. The limitations set out in this Clause 9.2 shall not apply in cases of fraudulent misrepresentation, where a guarantee has been given, in the event of injury to life, limb or health, or under the Product Liability Act.

9.3 The INTERESTED PARTY shall indemnify BANKSAPI against all claims by third parties (including the costs of a reasonable legal defence) asserted against BANKSAPI on account of any use by the INTERESTED PARTY outside the scope permitted by this Agreement, for which the INTERESTED PARTY is responsible, or on account of any breach by the INTERESTED PARTY of §3 or §8, in particular as a result of use or provision to third parties in the course of business. BANKSAPI shall inform the INTERESTED PARTY without delay of any claims asserted, shall not make any admissions without the INTERESTED PARTY's consent, and shall provide the INTERESTED PARTY with appropriate support in defending against such claims.

§ 10 Final Provisions

10.1 Should one or more provisions of this Agreement be invalid or void, this shall not affect the remaining provisions. Invalid or void provisions shall be replaced by the statutory provision (Section 306(2) of the German Civil Code (BGB)).

10.2 Amendments and additions, in particular an extension of the term of this Agreement, must be made in writing.

10.3 The INTERESTED PARTY may only transfer rights and obligations arising from this agreement to third parties with the prior written consent of BANKSAPI.

10.4 The provisions in §4.8 (Settlement), §6.3 (Feedback), §7 (Confidentiality), §8 (Data Protection), §9 (Liability) and §10 shall continue to apply beyond the termination of this Agreement.

10.5 This Agreement, together with any annexes and all rights and obligations arising therefrom, shall be governed exclusively by German law, to the exclusion of the conflict-of-laws rules of private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG). The exclusive place of jurisdiction for all disputes arising out of or in connection with this Agreement shall be Munich, provided that the INTERESTED PARTY is a trader, a legal person governed by public law or a special fund under public law, or has no general place of jurisdiction within Germany. BANKSAPI is also entitled to bring proceedings against the INTERESTED PARTY at the latter's general place of jurisdiction.