

Appendix: General Terms and Conditions for the finAPI “Software-as-a-Service” contract

General Terms and Conditions for the Use of the Services and/or
Software Products of finAPI product range

Correct as of: 30 June 2023

Article 1 Field of Application

1.1 These General Terms and Conditions (hereinafter: "GTC") of finAPI GmbH (hereinafter: "finAPI") apply to the entire business relationship between finAPI GmbH and the contractual partner (hereinafter: "Client"), who wishes to use the services and/or software products of finAPI for commercial purposes in relation to its customers (hereinafter: "End Customer").

finAPI reserves the right to change or amend the GTC. The finAPI will inform about changes in text form at the email address of the Client deposited with finAPI. The Client may object to the changes within a period of 4 weeks from notification by email or letter. If no objection is received by finAPI within this period, the consent to the amendments shall be deemed granted. The Client will be specifically notified of this when the amended General Terms and Conditions are sent. If the Client objects to the changes, the previous GTC shall continue to apply unchanged. The right of the parties to terminate an existing user contract without notice shall remain unaffected.

Article 2 Offers / Orders / Conclusion of Contract

2.1 All offers from finAPI are subject to change and non-binding and apply to the territory of the European Union, the European Economic Area and the United Kingdom. Technical and other changes remain reserved within the scope of what is reasonable for the Client.

2.2 The registration / application for access to the services of finAPI constitutes the offer of the Client to finAPI to want to use the offered system software and/or server services in the future via an online IT interface of finAPI (hereinafter also referred to as "REST API") in accordance with these GTC and to want to integrate them contractually and legally into their own IT systems or website for their own business / commercial purposes. finAPI reserves the right to check the information provided by the Client and to reject an activation in whole or in part. A rejection will be made in particular if the prerequisites on the part of the Client for the respective IT system are not fulfilled or if there are reasons which would entitle finAPI to an extraordinary termination (see clause 4.1).

2.3 Acceptance by finAPI of the Client's offer to conclude a user contract for finAPI services is based exclusively on these GTC. By placing the order (if necessary, also by phone, email, etc.) the Client bindingly declares its offer towards finAPI to conclude a user contract. The declaration of acceptance on the part of finAPI is made by sending the access data for the use of the software to the Client.

2.4 In the event of initial unavailability or only partial availability of finAPI services, the Client will be informed immediately, and prepaid amounts will be refunded or credited to the Client, if applicable. finAPI reserves the right to offer its services also in other countries or with additional functions. The Client has no claim to the activation of additional countries or functions than the service to be provided in the agreed scope of functions at the time of conclusion of the contract.

Article 3 The obligations arising from this contract and/or these GTC apply only between finAPI and the Client. This does not constitute a contract for the benefit of third parties.

Article 4 Termination

4.1. Extraordinary termination. The right to terminate the contract for good cause pursuant to Section 543 of the German Civil Code (BGB) remains unaffected. Clause 6.5 applies to finAPI's right of termination in case of default of payment.

finAPI has in particular a right to extraordinary termination without notice

- a) if, for legal or technical reasons, the provision of a service can only be guaranteed with an unreasonably long interruption or becomes impossible (in particular also due to changed market circumstances, disclosing the specific circumstances that are decisive for the impossibility and are independent of our will),
- b) in the event of repeated, legitimate complaints from third parties about the Client, if the Client infringes legal or official requirements wherever the Client or his customers use the software and/or server services of finAPI, or if he or his beneficial owners infringes restrictions, especially in the event of infringement in capital and payment transactions against - country and personal embargoes, sanctions and export control laws of the European Union or the United States of America, infringes of the Money Laundering Act or the GTVO exist or if the Client does not have the appropriate tools or applies them insufficiently within the framework of the prescribed money laundering prevention, embargo or GTVO checks,
- d) if the Client is active in outlawed industries or for such industries in payment transactions. These include in particular (i) production and distribution of outlawed weapons systems, (ii) production of small arms, (iii) production of tobacco, (iv) companies and persons who, in the course of their business, engage in the uncontrolled proliferation of nuclear weapons or uranium enrichment or the unauthorised transfer of technologies suitable for this purpose and comparable proliferations, (v) production and distribution of pornography or finAPI must fear reputational damage in the event of cooperation
- e) if an application for insolvency has been filed against Client's assets, this application has been rejected for lack of assets (insofar as a justified additional charge claim cannot be enforced as a result and the Client refuses to pay) or the Client is in other financial difficulties which call into question its contractual obligation towards the End Customer, or
- f) if the Client infringes essential contractual obligations or continues to infringe contractual obligations towards finAPI.

If there are reasons that justify an extraordinary termination, finAPI is also entitled to deactivate or block the individual services in whole or in part for use by Client. This applies in particular to a clarification phase in which the Client is given the opportunity to comment.

Client may only withdraw from the contract or terminate the contract extraordinarily in the event of an unreasonably long interruption. Any further claims of the Client, in particular claims for damages of any kind, shall be excluded, with the exception of cases of mandatory liability pursuant to Section 8.

4.2. Notice of termination. Notice of termination may be given in writing (signed letter, fax) or in text form (e.g. email). The Client may send his notice of termination to finAPI GmbH, Adams-Lehmann-Str. 44, 80797 Munich or sales@finapi.io in order to terminate the contract. finAPI may terminate a contract by sending a corresponding declaration to Client's email address deposited with finAPI.

4.3. Consequences of termination of the contract. Upon expiry of the contract term, the Client is obliged to refrain from further use of the software. After termination of the contract, the Client no longer has access to the data stored by him at finAPI. finAPI is not obliged to release the data. Upon termination of the contract, finAPI will delete the Client data, unless finAPI is legally obliged to retain it. If a deletion is only possible with disproportionate effort (e.g. in backups) finAPI is entitled to block the data. The right of finAPI to use data remains unaffected.

4.4. Full termination. For a termination of the entire business relationship with several individual contracts for different services between finAPI and the Client, the longest applicable contract term at the time of the declaration of termination shall be decisive for compliance with the notice period.

Article 5 Remuneration

5.1. The charges, prices and fees for the setup or access to the finAPI services, including ongoing fees, are regulated in the finAPI "Price List" appendix or agreed upon individually with the Client. The prices and fees of finAPI are net fees - plus the applicable VAT - i.e. the statutory VAT is not included in the price of the fee, unless otherwise agreed between the parties in writing. Income taxes are borne by each party for itself. Otherwise, any costs, levies, fees, etc. shall be borne by Client.

5.2. As far as a usage fee depending on the actual usage has been agreed upon in writing between finAPI and the Client, each User created by Client in the system database counts as a User. The Client is always invoiced for a full month by finAPI for a User. If a price scale has been agreed according to use, the prices of the next higher scale shall only apply to the Users to whom this scale is attributable.

5.3. With regard to the due date, the following applies in principle to all business relations between finAPI and the Client: Unless verifiably agreed otherwise, finAPI is entitled to charge a flat-rate usage fee (e.g. for basic licences) in each case due in advance and to be invoiced monthly. Usage fees depending on the actual usage are invoiced monthly in arrears.

5.4. Price changes. finAPI is entitled to increase the usage fee in an appropriate way during a contract period. finAPI has to announce the increase in advance with a period of notice, which at least corresponds to the period of an ordinary termination by finAPI. The Client may object to the increase, in which case the contract shall end when the increase takes effect. If the Client does not object, this is deemed to be consent to the increase. finAPI will point out this effect of silence to the Client in the announcement.

Article 6 Terms of Payment

6.1 finAPI electronically transmits monthly statements including invoices for the fees, prices and charges owed. The Client undertakes to pay the price within seven (7) working days of the invoice being sent. If SEPA direct debit has been agreed, the amount owed will be collected by direct debit from Client's account specified in the SEPA direct debit mandate seven (7) working days after the invoice has been sent. The Client is in default of payment if he does not pay after this period (receipt of payment). finAPI reserves the right to exclude individual payment methods. The Client shall ensure the correctness of its bank data in the event of settlement by SEPA Direct Debit. If a direct debit is reversed by Client without authorisation or if the collection of the claim from his bank fails for reasons for which he is responsible - in particular due to insufficient funds or incorrect account data in his customer menu - the Client is obliged, in the event of insufficient funds, to provide sufficient funds so that, in addition to the outstanding amount, the respectively valid return direct debit fee and the applicable third-party fees of the finAPI house bank, as well as EUR 12.00 processing fees, can be collected after seven (7) bank working days at the latest. Furthermore, when paying invoices by SEPA direct debit, the Client is obliged to notify finAPI of any changes or revocation of the SEPA direct debit mandate in writing or by transmission via email.

6.2 In case of default of payment, the Client is obliged to pay default interest in the amount of nine (9) percentage points above the base interest rate. finAPI reserves the right to prove and claim a higher damage caused by default. finAPI's entitlement to the interest due after the due date from company-related transactions remains unaffected. The Client undertakes to bear all costs and expenses associated with the collection of the claim, such as in particular collection expenses or other costs necessary for an appropriate legal action.

6.3 If the financial situation of Client deteriorates, finAPI can demand immediate payment. If it becomes apparent after the conclusion of the contract that finAPI's claim to remuneration is

jeopardised by Client's lack of technical or economic capacity, finAPI is entitled to refuse service and to withdraw from or terminate the contract.

6.4 The Client has a right to offset only if his counterclaims have been legally established or recognised by finAPI. The Client is not entitled to withhold payments.

6.5. Default in payment. The statutory provisions, in particular Sections 286 and 288 of the German Civil Code (BGB), shall apply to the occurrence of default in payment and default interest.

(i) Reminder fee. In case of a second reminder finAPI is entitled to charge a reasonable reminder fee.

(ii) Blocking in the event of late payment. If the Client is in arrears with the payment of the usage fee, finAPI is entitled to temporarily suspend the services ("blocking"). finAPI shall, however, threaten the blocking in advance in a timely and reasonable manner, e.g. by email or notice in the software. The blocking shall cease or be lifted as soon as the Client makes the payment in full. During the blocking, no connections to the finAPI services covered by the contract can be established. The Client obligation to pay the usage fee during the blocking period shall remain in effect.

(iii) Termination in case of default of payment. finAPI can terminate the contract with the Client extraordinarily, if the Client (i) is in default of payment of the usage fee or a not insignificant part of the usage fee for two (2) consecutive payment dates or (ii) is in default of payment of the usage fee in a period that extends over more than two (2) dates in an amount that extends to the usage fee for two (2) months. Section 543 (2) no. 3 BGB shall not apply.

Article 7 General Terms of Use

7.1. The Client shall use the contractually agreed services of finAPI only within the framework of the provisions of this contract and in accordance with the applicable legal provisions and shall not infringe any rights of third parties when using them. The Client shall comply with all applicable data protection regulations when using the services and when collecting, processing and using data provided via the finAPI interface and, in particular, shall not collect, process or use any data without the express consent of the End Customer or legal permission under German law

The Client shall ensure that the software is used within the customer applications only with the inclusion of legally effective End Customer GTC that are suitable for the intended use.

7.2. Data Protection

The contracting parties are fundamentally obliged to comply with the applicable data protection obligations. If the Client grants the use of the finAPI software to its Users against payment, the Client shall collect, store, delete or otherwise process personal data only for the contractual purpose and in accordance with the principles of data economy, expediency and necessity, and always only with the express consent of the User pursuant to Art. 6 of the General Data Protection Regulation (GDPR). finAPI strictly adheres to the relevant data protection laws. finAPI collects, processes and uses Client data and the personal data of the Users for the implementation and processing of the contractual relationship with the Client. Personal data is never passed on to third parties without the express prior consent of the person concerned. Non-personal or anonymous or anonymised data may be collected automatically in order to improve and expand the functionality and handling of finAPI products. A detailed description regarding the collection, processing and use of personal data by finAPI can be found in the privacy policy at <https://www.finapi.io/en/data-protection-policy/>.

7.3. Protection of access data. The Client will keep the access data provided by finAPI securely and will not pass it on to third parties. In particular, the access data must not be stored in plain text in configuration files or transmitted via unencrypted public network connections.

7.4. Security precautions. The Client will observe the finAPI security precautions. In particular, he shall refrain from circumventing authentication mechanisms and other security measures or from using methods of the finAPI system services for purposes other than those obviously intended.

7.5. Compliance with specified operational scenarios. The Client will adhere to the guidelines for the use of finAPI system services. In particular, individual calls via the finAPI interface are not used for operational scenarios other than those intended or recommended (e.g. no frequently repeated automated retrieval of account transactions). The guidelines are announced by finAPI (e.g. on their homepage or in the developer portal) and updated regularly.

7.6. Blocking in case of misuse. finAPI is entitled to block the Client's access to finAPI services if there are indications of misuse or a threat to data security. The Client will be informed immediately of such a blocking.

7.7. Breach of duty. If the Client breaches their obligations regarding the contractual use of the finAPI service, the Client will release finAPI from all third-party claims upon first request. This includes in particular all claims of users created in the database by Client as well as the costs of legal defence and prosecution.

Article 8 Liability

Unless otherwise agreed in writing by individual contract, claims for damages by Client are excluded, irrespective of the legal grounds, in particular due to breach of obligations arising from the contract or from tortious acts. This exclusion also expressly applies to damages not caused by the provision and / or use of the service itself, i.e. also to any consequential damages, and financial losses, savings not achieved, loss of interest and for damages arising from third-party claims against the provider. For damages resulting from injury to life, body or health finAPI is only liable according to the statutory provisions. For other damages, finAPI is only liable for intent and gross negligence. finAPI is also liable for other damages caused negligently, which are based on the breach of an essential contractual obligation but limited to the damages foreseeable at the time of the breach of contract. Material contractual obligations are those which protect the legal positions of the contractual partner which are material to the contract and which the contract is intended to grant to the contractual partner in accordance with its content and purpose, as well as those the fulfilment of which makes the proper performance of the contract possible in the first place and on whose compliance the Client may regularly rely. Liability under the Product Liability Act remains unaffected by the above provisions. Statutory no-fault guarantee liability for initial defects, for whatever legal reason (e.g. in accordance with Section 536a of the German Civil Code), is excluded. finAPI is not liable for the loss or misuse of confidential information or other data provided by third parties or the Client themselves, to the extent permitted by law. The Client has to fully indemnify finAPI regarding possible damages of any kind and for any legal reason whatsoever and which

- result from the loss or misuse for which the provider is responsible,
- from use contrary to the purpose or not as intended,
- from unauthorised disclosure
- of confidential information or other data made available by third parties

or the Client himself.

finAPI does not provide the business customer with any guarantees and / or assurances of quality in the legal sense.

Article 9 Condition and Termination due to a Defect

9.1. Freedom from defects and condition. finAPI will provide the contractual services free of material and legal defects for the contractual use and maintain them in a condition suitable for the contractual use within the scope of software maintenance during the term of the contract.

9.2. Maintenance obligation. The obligation to maintain the services does not include the adaptation to new operating systems or operating system versions, the adaptation to the functional scope of competing products or the establishment of compatibility with new data formats or with major releases (main versions) of a software.

9.3. Elimination of defects. Defects of a software or the server services have to be reported by Client preferably via the web portal provided by finAPI at <https://support.finapi.io> and - if possible and reasonable - explain the detailed circumstances of the occurrence of the error (e.g. by means of log data). In the event of problems with finAPI interface calls, the Client will always transmit the Request ID provided to identify a call. The Client will support finAPI free of charge in the elimination and analysis of errors to a reasonable extent. finAPI will eliminate defects within a reasonable period of time in order to restore the contractual functionality. finAPI is also entitled to show the Client temporary error workarounds and to eliminate the defect later by adapting the software or server services, provided that this is reasonable for the Client.

If finAPI proves to the Client that errors or malfunctions reported by him did not exist or that the cause for this lies in a circumstance for which finAPI is not responsible or which does not fall under the maintenance obligation, finAPI is entitled to separate remuneration for services rendered by it on the basis of the error report according to its usual remuneration rates at that time.

If the Client does not respond within a reasonable time to queries about an error message it has created, the error message will be closed with the status "resolved" and will not be followed up until the customer reports it again.

9.4. Special right of termination of the customer. A termination by the Client according to Section 543 (2) Sentence 1 No. 1 German Civil Code (BGB) due to non-granting of the contractual use because of a defect in the software is only permissible if finAPI has been given sufficient opportunities to remedy the defect and this has failed. This does not affect finAPI's right to terminate the licence contract in accordance with Section 543 (2) No. 2 and No. 3 of the German Civil Code (BGB) due to breach of contract on the part of the Client.

9.5. Initial impossibility. The strict liability for initial defects pursuant to Section 536a (1) Alt. 1 German Civil Code (BGB) for slight negligence is excluded to the extent legally permissible. The fault-based liability remains unaffected.

9.6. Statute of limitations. Claims for defects by Client shall become time-barred within twelve months. This does not apply in the case of claims for defects, if and insofar as finAPI is compulsorily liable by law.

Article 10 Information Sharing and Confidentiality

10.1 The parties shall issue, publish or make available to third parties all press releases and statements as well as other public statements on the conclusion or execution of this Contract exclusively by prior mutual agreement, unless they are mandatory publications in accordance with stock exchange regulations Independent of this is the right to refer to the cooperation regulated by this Contract.

10.2 Each party undertakes to keep strictly confidential and not to disclose to third parties or otherwise use any confidential information which should become known in connection with the execution of this contract throughout the term of this contract and also for an unlimited period after termination of this contract.

10.3 In particular, information concerning the content of this contract, the execution and processing of this contract and all oral agreements in connection with this contract shall be deemed to be confidential. Each party is obliged to consult with the other party if any doubt arises as to whether information is to be treated as confidential in a specific individual case.

10.4 This confidentiality obligation shall not apply to information which a party has demonstrably received or is lawfully receiving from third parties, which was already generally known at the time of conclusion of the contract or subsequently became generally known without breach of the obligations contained in this contract or the publication of which the other party has consented to, as well as to information which must be disclosed to a third party by virtue of a statutory duty or official order; in such cases, the obligated party shall be obliged to inform the respective other party in advance or without delay of the disclosure to the extent legally permissible.

Article 11. Final Provisions

11.1 With the exception of changes, extensions and additions of contract components, the communication is basically carried out by email. finAPI can use the email address given by the Client when placing the order for this purpose. The Client shall retrieve these regularly and, as far as necessary, provide the respective current email address. The contact details of finAPI are available at <https://www.finapi.io/en/contact-us/>.

11.2 Reference Customer Agreement. The Client grants finAPI the right to use his name as well as his brand (e.g. logo) as a reference on advertising and information material (e.g. on the homepage). This authorisation can be revoked at any time by sending an informal email to sales@finapi.io and is limited to the duration of the economic cooperation. In the event of revocation or after termination of this cooperation, finAPI will immediately remove the reference from the corresponding advertising and information materials.

11.3 Applicable law. Unless otherwise agreed in writing, these GTC and/or any individual contract between the contracting parties and all disputes in connection therewith shall be governed exclusively by German law, in the event of a cross-border reference to the exclusion of the provisions of German private international law.

11.4. Place of jurisdiction. If the customer is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction shall be Munich.

11.5 Partial invalidity. Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions. Instead of the invalid provision, that provision shall apply which the parties would have agreed upon in accordance with the originally intended purpose from an economic point of view in a fair manner. The same applies in the event of a contractual gap.