

Terms & Conditions of the Referral Program

1. Scope of the Conditions of Participation

- 1.1. The "[Refer a business]" program (the "**Referral Program**") is a program through which existing Customers and new Customers of Penta Fintech GmbH ("**Penta**") receive a Reward (as defined below) when new Customers are referred by existing Customers. A referring existing Customer ("**Referring Customer**") acquires the right to receive a Reward if the new Customer who is to be referred and is not yet in a contractual relationship with Penta until referred by the Referring Customer ("**Referred Customer**"), either provides a personal Referral Code (as defined below) of the Referring Customer when entering into an agreement with Penta or concludes the contract with Penta via a personal Referral Link (as defined below) of the Referring Customer.
- 1.2. These Terms & Conditions of the Referral Program ("**Referral T&Cs**") supplement the [General Terms & Conditions of Penta](#) ("**Penta T&Cs**"). In the event of a conflict between the Referral T&Cs and the Penta T&Cs, the Referral T&Cs shall prevail. Terms defined in the Penta T&Cs have the same meaning for the purpose of the Referral T&Cs.
- 1.3. By using any functions or going through the processes of the Referral Program, the user agrees to the Referral T&Cs.

2. Eligibility

- 2.1. Each Customer as defined in section 1.1 of the Penta T&Cs is eligible to participate the Referral Program. Persons other than Customers are not eligible.
- 2.2. All employees of Penta and all companies affiliated with Penta and/or working for Penta on a commission basis, including their employees, are excluded from the Referral Program.

3. Procedure

- 3.1. Penta provides each Customer with (i) a personalized numerical code (the "**Referral Code**") and (ii) a personalized hyperlink (the "**Referral Link**"). Each of these features is suitable to refer new Customers in order to acquire the right to receive a Reward.
- 3.2. Referred Customers can enter the Referral Code of a Referring Customer into a designated entry form when concluding a contract with Penta.
- 3.3. In order to refer a Customer via the sharing of the Referral Link by the Referring Customer with the Referred Customer, the Referred Customer must visit the linked website by clicking on the Referral Link and complete the application process in full on the linked website. Further information provided by the Referred Customer is not required for the referral process.
- 3.4. The Referring Customer is free to choose the technical means used to transmit the Referral Code and/or Referral Link. The Referring Customer undertakes towards Penta to

obtain the consent of the recipient (and in particular the consent to enter the personal data of the Referred Customer) prior to each transmission of a Referral Code and/or Referral Link. In the event that the Referred Customer makes any claims against Penta due to unsolicited transmission of the Referral Code and/or Referral Code and/or use of the data, the Referring Customer shall indemnify and hold Penta harmless against all claims in connection therewith and reimburse Penta for the costs of reasonable legal defense. Penta reserves the right to assert further claims against the Referring Customer arising out of such circumstances. In case of non-compliance with this obligation, the Referring Customer will be excluded from the Referral Program with immediate effect.

4. Acquisition of the Right to the Reward

- 4.1. The Referring Customer and the Referred Customer acquire the right to the Rewards if the following conditions are cumulatively fulfilled:
 - The Referred Customer enters into a contract with Penta and thus becomes a Customer according to section 1.1 of the Penta T&Cs.
 - During the application process, the Referred Customer has either entered the Referring Customer's Referral Code pursuant to section 3.2 or completed the application process via the website linked to the Referring Customer's Referral Link pursuant to section 3.3.
 - If the contract between Penta and the Referred Customer provides for a free trial period, this trial period has expired without the contract between Penta and the Referred Customer being terminated.
 - The Referred Customer has not had any business relationship with Penta in the 12 months before the contract was concluded.

- 4.2. It is the sole responsibility of the Referring Customer to ensure that the Referred Customer proceeds in accordance with the procedure described in sections 3.2 or 3.3 when concluding the contract with Penta. If the procedure is not followed, neither the Referring Customer nor the Referred Customer is entitled to any Reward.

5. Rewards

- 5.1. If the right to receive a Reward (as defined below) has been acquired in accordance with section 4, the Referring Customer and the Referred Customer will receive a notification via e-mail.
- 5.2. The Referring Customer may choose one of the following three rewards ("**Rewards**") in the Penta Web Application:

- **Cash payment:** The Referring Customer receives a payment of EUR 40.00 on its business account.
- **Donation:** Penta makes a donation in the amount of EUR 40.00 to a charitable organization. Proof of the donation will be sent to the Referring Customer by e-mail. The charitable organizations available for selection can be viewed in the Penta Web Application and may be amended or removed by Penta at any time.
- **Voucher:** The Referring Customer receives a voucher code that can be used to purchase goods or services worth EUR 40.00 from certain retailers (of which the Referring Customer selects one). The voucher code will be sent by e-mail. The list of available retailers can be viewed in the Penta Web Application and may be amended or removed by Penta at any time. The Referring Customer may only redeem received voucher codes itself. The Referring Customer shall not sell or transfer voucher codes or Rewards for commercial or non-commercial purposes.

If the prerequisites for the Rewards pursuant to section 4 have already been fulfilled before [DATE], the Reward shall amount to EUR 40.00. The Reward is due within 30 days after selection.

- 5.3. The Referred Customer receives Credits in an amount of EUR 20.00 pursuant to section 20 of the Penta T&Cs. The Credits will be credited to the Referred Customer's Business Account after opening of the Business Account and will be offset with any amounts invoiced by Penta until full consumption (other than amounts invoiced for Partner Services provided by Currencycloud). The Referred Customer may not claim a cash pay-out of Credits. If the prerequisites for the Rewards pursuant to section 4 have already been fulfilled before [DATE], the Referred Customer shall receive Credits in an amount of EUR 20.00.
- 5.4. Each Reward and all Credits will be paid exclusively gross (i.e. including any applicable taxes) in the amounts stated above. Insofar as the Referring Customer and/or the Referred Customer has/have to pay VAT for the receipt of the Reward or Credits, such VAT is already included in the total amount of the Reward and/or Credits specified in sections 5.2 and 5.3 above (i.e. VAT has to be borne by the Referring Customer and/or the Referred Customer with such total amount).

6. Misuse

Penta reserves the right to deny any Reward and exclude a Customer from the Referral Program in case of misuse of the Referral Program. Misuse of the Referral Program may include without limitation:

- use of the Referral Program for illegal or fraudulent purposes;
- the Referring Customer attempting to use duplicate accounts to refer itself or other existing Customers;
- the use of unsolicited or unauthorized advertising, promotional materials, support materials, or similar forms of solicitation (spam);
- the transmission of unauthorized promotional materials through paid searches or any other similar

method, including channels that damage Penta's trademark, business reputation and goodwill; or

- inappropriate or prohibited use of vouchers.

7. Privacy Notes

In order to run the Referral Program, Penta processes part of the personal data collected in connection with the conclusion of the contract, such as first name, surname, postal address and e-mail address. In addition, Penta processes the information that you have recruited a particular customer. Responsible for data processing is Penta Fintech GmbH, Warschauer Platz 11-13 10245 Berlin, e-mail: hello@getpenta.com, phone: +49 30 311 983 23. You can also contact the data protection officer at privacy@getpenta.com. Processing is carried out exclusively for the purpose of running the Referral Program (pursuant to Art. 6 para. 1 b) GDPR) and is necessary for this purpose, as participation is otherwise technically impossible. The data collected in respect of the Referral Program will be stored by Penta in accordance with the legal retention period; the right of Penta to continue to store and use the data with respect to an account relationship remains unaffected. If the referral is made through a Referral Code, Penta will assign the information to the Referring Customer's business account and Penta will send the Referring Customer the e-mail required for the Award selection. Users have the right to access, correct, delete, limit processing and transferability of their personal data and also have the right to file a complaint with the relevant supervisory authority. In all other respects, Penta's privacy policy applies.

8. Miscellaneous

- 8.1. The version of the Referral T&Cs valid at the time of the relevant referral shall apply. In any case, the relevant point in time of the referral shall be the opening of the Business Account by the Referred Customer.
- 8.2. Penta may, in addition to the cases listed in section 17 of the Penta T&Cs, unilaterally amend the Referral T&Cs at any time or terminate the Referral Program completely. Any rights to Rewards or Credits already acquired shall remain unaffected.
- 8.3. In all other respects, the Penta T&Cs shall apply.