

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 of Penta Fintech GmbH ("**Penta**") receive a Reward (as defined in section 5.2.) when new customers are referred to Olinda SAS, 20 bis rue La Fayette F-75009 Paris ("**Qonto**"), by existing Penta Customers. A referring existing Penta 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 Qonto until referred by the Referring Customer ("**Referred Customer**"), concludes the contract with Qonto via a personal Referral Link (as defined in section 3.1.) of the Referring Customer and meets the requirements of section 4.1.
- 1.2. These Terms & Conditions of the Referral Program ("**Referral T&Cs**") supplement General [Terms and 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 Penta Customer as defined in section 1.1. of the Penta T&Cs is eligible to participate in the Referral Program. Persons other than Penta Customers are not eligible.
- 2.2. Each Referring Customer can refer multiple new customers and acquire a right to receive a Reward for each Referred Customer if the procedure pursuant to section 3. is completed and the conditions pursuant to section 4. are satisfied.
- 2.3. (i) All employees of Penta, (ii) all companies affiliated with Penta and/or working for Penta on a commission basis, including their employees, and (iii) all customers misusing the Referral Program pursuant to section 6. are excluded from the Referral Program. Parties excluded under this section are not eligible for any Rewards.

3. Procedure

- 3.1. Penta provides each Penta Customer with a personalized hyperlink ("**Referral Link**"). This feature is suitable to refer new Qonto Customers in order to acquire the right to receive a Reward.
- 3.2. The Referral Program requires that the Referred Customers share the personal referral link with Referred Customer. The Referred Customer must visit Penta's linked website ("**Landing Page**") by clicking on the Referral Link, and from there

access Qonto's Landing Page and complete the application process in full to enter into a contract with Qonto through Qonto's website.

- 3.3. The Referring Customer is free to choose the technical means used to transmit the 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 Link. In the event that the Referred Customer makes any claims against Penta due to unsolicited transmission of the Referral Link 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 acquires the right to the Reward if the following conditions are cumulatively fulfilled:
 - The Referred Customer enters into a contract with Qonto and thus becomes a customer of Qonto in accordance with the [General Terms and Conditions of Qonto](#) ("**Qonto T&Cs**") agreed separately by the Referred Customer with Qonto.
 - During the application process, the Referred Customer has completed the application process for opening a bank account with Qonto via the Landing Pages of Penta and Qonto linked to the Referring Customer's Referral Link pursuant to section 3.2.
 - The Referred Customer orders at least one physical card under the terms of the contract with Qonto and the Qonto T&Cs.
 - The Referred Customer has processed one or more transactions worth at least EUR 50.00 with a physical card from Qonto. It may be a single payment or several payments that accumulate to the total amount of EUR 50.00. ATM transactions or cash withdrawals do not count as card transactions in this respect.
 - The Referred Customer has not had any business relationship with Penta and/or Qonto in the 12 months before the contract was concluded.
 - The Referred Customer accepts and complies with Terms and Conditions of [Qonto's Referral Program](#).

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 section 3.2. when concluding the contract with Qonto. 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 in section 5.2.) has been acquired in accordance with section 4, the Referring Customer will receive a notification via email and/or via push-notification in the Penta Application.

5.2. The Referring Customer may choose one of the following two rewards ("**Rewards**") in the Penta Web Application:

- **Cash payment:** The Referring Customer receives a payment of EUR 80.00 on its Penta Business Account.
- **Voucher:** The Referring Customer receives a voucher code for the purchase of goods or services on the online shipping platform "Amazon.com" to the value of EUR 80.00. 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.

The Reward is due within 30 days after selection.

5.3. The Referred Customer shall not receive any premium payment from Penta. The Referred Customer shall have no claims against Penta. Any claims of the Referred Customer shall be exclusively against Qonto and shall be subject to the Qonto T&Cs.

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 has to pay VAT for the receipt of the Reward, such VAT is already included in the total amount of the Reward specified in sections 5.2 above (i.e. VAT has to be borne by the Referring 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 includes 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 Qonto Customers;
- the Referring Customer actually offers or at least gives the appearance of offering to pass on its Reward in full to one or more Referred Customers or to share its Reward with the Referred Customer;

- 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 implement the Referral Program, Penta processes part of the personal data collected in connection with the conclusion of the contract of the Referring Customer (such as first name, last name, postal address and email address) as well as the assignment of the Referred Customer to the Referring Customer. The processing is carried out for the implementation of the Referral Program, the legal basis is Art. 6 para. 1 p. 1 lit. b) DSGVO. Further information on the processing of personal data can be found in [Penta's Privacy Policy](#).

8. Miscellaneous

8.1. The version of the Referral T&Cs valid and uploaded on the Penta website at the time of the relevant referral shall apply. In any case, the relevant point in time of the referral shall be the beginning of the opening of the Business Account by the Referred Customer. In case of a multiple referral within the meaning of section 2.2., only the version of the Referral T&Cs valid at the time of the relevant referral shall apply to any of these referrals.

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 already acquired shall remain unaffected.

8.3. For reasons of readability, the simultaneous use of the linguistic forms male, female and diverse (m/f/d) is waived. The linguistic form of the generic masculine is used in the following. All personal designations apply equally and explicitly to all genders.

8.4. In all other respects, the Penta T&Cs shall apply.