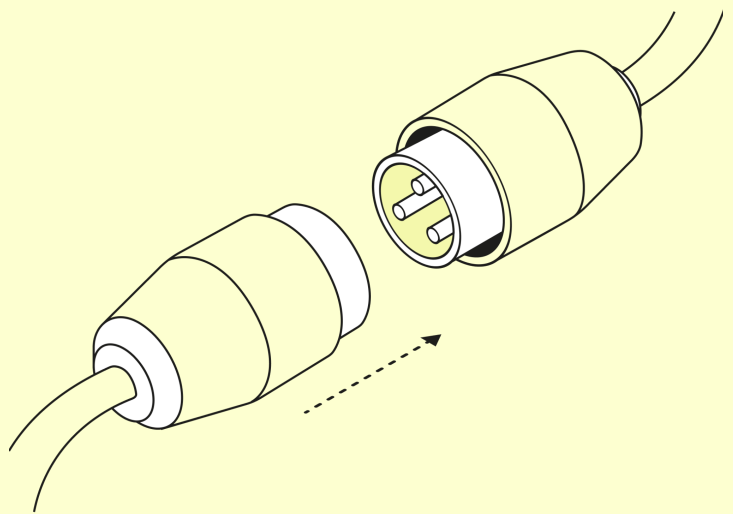


Qonto

API License Agreement

Applicable from: 22 October 2024



This API License Agreement (hereinafter the “**Agreement**”) governs the rights to access and use an API developed and made available to you (hereinafter the “**Licensee**” or “**You**”) by **OLINDA**, a company incorporated under the laws of France, registered in Paris under company number 819 489 626, whose registered office is at 18 rue de Navarin, 75009 Paris, France (“**Qonto**”). The Licensee and Qonto are individually referred to as a “**Party**” and collectively referred to as the “**Parties**”.

By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, You agree to be bound by this Agreement and You or the legal entity that you represent is unconditionally consenting to be bound by and is becoming a party to this Agreement. If you do not have such authority or capacity, or if You do not agree with this Agreement, You must not accept this Agreement and must not access nor use the API. Licensee’s continued use of the downloaded materials shall also constitute consent to the terms of this Agreement.

This Agreement is deemed to be accepted by the Licensee by the selection of the checkbox “I agree” (or any similar language) associated with the visualization and/or possibility to download an electronic copy of this Agreement. Such consent to the Agreement is mandatory before registration and therefore, using the Qonto API.

1. Definitions

- 1.1. “**Agreement**” refers collectively to this API License Agreement, amended from time to time, together with its exhibits, schedules if any, in the latest version made available to the Licensee by Qonto.
- 1.2. “**API credentials**” refers to the OAuth authentication, security keys, secrets, tokens, and other credentials required to use Qonto API, and delivered by Qonto to the Licensee.
- 1.3. “**Confidential Information**” refers to all information, of whatever nature (including technical, commercial, financial, accounting, legal and administrative), generally kept secret or non-publicly disclosed and relating to one of the Parties, and which has been communicated, previously or after the date of consent by the Licensee to this Agreement, by a Party (the “**Discloser**”) to the other (the “**Recipient**”).
- 1.4. “**Connector**” refers to the software integration between Qonto API and the Licensee Service to be developed by the Licensee.
- 1.5. “**User credentials**” refers to a pair of username and password, possibly associated with a strong authentication protocol, issued by Qonto, allowing access to information relating to a Payment Account, which is entered by the User directly on the Qonto API login page. User credentials act as sensitive payment data under provisions of article L.133-4 of the French *Code monétaire et financier*.
- 1.6. “**Data**” refers to all User data. This includes, in particular, data relating to Payment Accounts, other data accessible from or through the interfaces made available by Qonto, the data listed in the Documentation or User credentials or Personal Data.
- 1.7. “**Documentation**” refers to the technical documentation accessible at <https://api-doc.qonto.com/>.
- 1.8. “**Employees**” refer to any personnel, contractors or agents working for or on behalf of the Licensee.

- 1.9. **“Licensee Service”** refers to the platform services or software solution made available by the Licensee to the User which allows the User to utilize or interact with the Qonto Connect Platform.
- 1.10. **“Payment Account”** refers to any account held by Qonto and falling within the definition of article L.314-1 I. of the French *Code monétaire et financier*.
- 1.11. **“Personal Data”** refers to any information relating to an identified or identifiable natural person, directly or indirectly, in particular by reference to an identification number or to one or more specific elements concerning him/her.
- 1.12. **“PSD2”** refers to the Directive (EU) 2015/2366 of the European Parliament and of the Council of 25 November 2015 on payment services in the internal market.
- 1.13. **“(Qonto) API”** refers to the application programming interface, including software development kit(s) (SDKs), source and object codes, libraries and Documentation edited by Qonto and made available to the Licensee to allow for both Parties to enable Synchronization between the Qonto Connect Platform and the Licensee Service.
- 1.14. **“Qonto Connect Platform”** refers to the solution, including the Qonto API, made available by Qonto to the Licensee to enable access to Payments Account(s) of Users.
- 1.15. **“Qonto Services”** refers to the financial management and payment services offered to its business customers.
- 1.16. **“Synchronization”** refers to the action of initiating a connection to Qonto Connect Platform via Qonto API using the User credentials in order to transmit Data.
- 1.17. **“User”** refers to a natural or legal person which has previously both subscribed to Qonto Services, holds a Payment Account and who has given the Licensee permission to collect the Data; and who had previously subscribed to the Licensee Service.

2. Grant of license

2.1. License

- 2.1.1. Subject to the terms of this Agreement, Qonto hereby grants the Licensee a limited, non-exclusive, non-transferable, revocable and royalty-free license right to use the API solely for the purpose of Licensee's internal development efforts to develop Connectors enabling the Synchronization between the Licensee Service and the Qonto Connect Platform for the sole benefit of Users.
- 2.1.2. The Licensee shall not (a) modify, adapt, or create derivative works of the API; (b) reverse engineer, decompile, or disassemble the APIs; (c) sublicense, lease, rent, or distribute the APIs to any third party (whether or not through multiple tiers), or (d) use Qonto API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any applicable law.

2.2. Ownership and restrictions

- 2.2.1. The Licensee acknowledges that Qonto or its licensors own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and any other intellectual property rights (whether

registered or not), in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto. Qonto shall have the exclusive right to apply for or register any patents, copyrights, and any other proprietary rights with respect thereto. The Licensee acknowledges that this Agreement does not provide the Licensee with any right, title, ownership or interest in and to the API, but only a limited right of access and use of the API under the terms and conditions of this Agreement.

2.2.2. The Licensee shall own and retain all proprietary rights, including all patent, copyright, trade secret, trademark and other intellectual property rights, in and to the Connector and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto.

2.2.3. The Licensee shall not use Qonto's trade name, trademarks and/or logos for business reference purposes without its prior written consent.

2.2.4. The Licensee allows Qonto to use its trademarks, logo and other distinctive signs ("**Licensee Trademarks**") as a reference on Qonto Connect Platform, in order to inform the Users about the integration and enable them to use it. Therefore, the Licensee grants Qonto a non-exclusive, irrevocable, transferable, worldwide and royalty free, right to use the Licensee Trademarks without the prior approval of the Licensee. This license is effective as long as the Licensee is integrated into Qonto Connect Platform.

3. Access to the Qonto Connect Platform

3.1. Delivery and usage of the API credentials

3.1.1. Before using the Qonto API, the Licensee must provide accurate information identifying its organization and the individual representative who will serve as a point of contact for Qonto. The registration is completed by the Licensee when accepted by Qonto.

3.1.2. Upon successful registration, Qonto will deliver to the Licensee the corresponding API credentials. API credentials are specific to the Licensee and shall be considered as Confidential Information.

3.1.3. All activities that occur using the API credentials are the Licensee's responsibility. The Licensee itself must request any API credentials to be used by any of its Employees.

3.1.4. The API credentials are the exclusive property of Qonto and may be revoked if (i) the Licensee shares them with any third party (other than as allowed in the Agreement), (ii) they are compromised, (iii) the Licensee violates the terms of the Agreement, or (iv) Qonto terminates the Agreement.

3.2. Determination of the access rights to Qonto Connect Platform

3.2.1. The determination of the access rights to the Qonto Connect Platform, the management of the hardware and services necessary to access the Qonto Connect Platform and the designation of the authorized staff is the sole responsibility of the Licensee.

3.2.2. The Licensee commits to monitor access to the Qonto Connect Platform and to revoke or modify access rights whenever the status of its staff changes.

3.3. Security

3.3.1. The Licensee shall at all time comply with the Security standards described in Appendix 1.

3.3.2. The number of API calls that the Licensee will be permitted to make for a given number of Users and during any given time period may be limited. Qonto will determine call limits based on various factors, including the ways Licensee's application may be used or the anticipated volume of use associated with your Licensee's application.

3.4. Availability

3.4.1. The Qonto Connect Platform is made available to the Licensee 24 hours a day, 7 days a week, except during periods of maintenance or possible incidents.

4. Representations, disclaimers and warranties

4.1. Qonto

4.1.1. This Agreement does not provide any warranty as regards the availability or continuity of service of the Qonto Connect Platform. The Qonto API is made available by Qonto to the Licensee on an "as is" basis.

4.1.2. Qonto expressly disclaims to the fullest extent permitted by law all express, implied, statutory, and other warranties, guarantees, or representations, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary and intellectual property rights.

4.2. Licensee

4.2.1. The Licensee represents and warrants that it will use Qonto API in compliance with all applicable laws and regulations, including PSD2, and will obtain all necessary licenses, approvals, consents for its operations.

4.2.2. In particular, the Licensee, where it is not regulated under the PSD2, warrants that it will not use the Qonto Connect Platform to provide regulated services, including payment services, such as payment initiation or account aggregation services. The Licensee agrees to provide immediately any data, materials and documents, upon Qonto's request, to demonstrate its compliance with this section.

4.3. Licensee's obligations

4.4. The Licensee shall promptly report to Qonto any events related to the Qonto API and the Qonto Connect Platform of which it is aware (in particular any matter related to Personal Data) and which may affect the security or availability of the Qonto API and the Qonto Connect Platform within a maximum period of five (5) business days.

4.5. Applications developed by the Licensee relying on the Qonto API are prohibited from doing the following (i) obfuscate or hide any buttons, sign-in functionality, consent or authorization flows from Qonto API to the User; and (ii) interfere with or disrupt the Qonto Connect Platform, or disobey any requirements, procedures, policies or regulations of networks connected to the Qonto Connect Platform.

4.6. The Licensee shall, at all time during the term of the Agreement, comply with Qonto's internal rules and policies.

5. No representation

The Licensee shall expressly prohibit itself and its Employees from acting in Qonto's name. The Licensee must ensure that when providing Licensee Service, its Employees shall not act in Qonto's name, but exclusively in its own name and under its own responsibility.

6. Modification

6.1. To the Qonto API. Qonto may, at its sole discretion, update or modify the Qonto API without prior notice; however, the Licensee understands and acknowledges that this Agreement does not create any obligation on the part of Qonto to update or modify the Qonto API or to provide the Licensee with any support or maintenance of the Qonto API. The Licensee further understands that updates or modifications to the Qonto API may: (a) remove or restrict previously existing functionality and/or (b) require the Licensee to update or modify its interfacing software.

6.2. To this Agreement. Qonto may, at its sole discretion, make changes to this Agreement. In the event of any such changes, the Licensee will be responsible for reviewing the modified terms and conditions, which will be effective upon first posting by Qonto to developers registered as set forth in section 3 above, information of the update on the dedicated page of the Qonto website or upon prior notification to the Licensee. Use of the Qonto API by the Licensee following any such notification constitutes the Licensee's acceptance of the Agreement as modified.

7. Confidentiality

7.1. The API contains valuable proprietary information and trade secrets of Qonto and its suppliers that remain the property of Qonto or its suppliers. The Licensee shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

7.2. The Recipient agrees not to disclose the Confidential Information provided by the Discloser and shall use it in accordance with the Agreement. All Confidential Information shall be processed by the Recipient with the same degree of care and with the similar means that it would use to protect its own confidential information. In particular, the Licensee shall not disclose the Users' Personal Data to a third party without the prior consent of Qonto provided in writing or by email.

7.3. The Recipient undertakes to hold confidential the Confidential Information of the Discloser for a period of five (5) years from the date of disclosure or from the date of expiry of this Agreement, whichever occurs the latest.

The provisions of section 6 shall not apply to information which is (i) in the possession of the Recipient without a confidentiality restriction prior to disclosure under the consent of Licensee under the Agreement; (ii) or in the public domain, other than by a breach of this section, or (iii) obtained without an obligation of confidentiality by a third party who was entitled to disclose it; or (iv) developed independently by the Recipient, without access to the Confidential Information.

7.4. Licensee undertakes to inform Qonto of any breach or non-compliance with the obligations imposed by this Agreement of which it/he is aware and to provide all possible assistance to minimize the effects of such a violation or non-compliance.

8. Liability

8.1. Qonto's liability

8.1.1. Qonto is bound by a best-efforts obligation to the Licensee regarding the performance of the Agreement.

8.1.2. In no event will Qonto or its suppliers be liable to the Licensee for any damages, claims or costs whatsoever or any consequential, indirect, incidental damages, or any lost profits or lost savings, even if a Qonto representative has been advised of the possibility of such loss, damages, claims or costs or for any claim by any third party. Qonto's aggregate liability and that of its suppliers under or in connection with this agreement shall be limited to the flat, aggregate and maximum amount of €1,000. The limitations and exclusions of liability detailed in this section are determined by the balance that constitute together the extent of Qonto's obligations, the free license-fees, the compensation amounts that Qonto may settle to the Licensee in case it is held liable

8.2. Indemnification

8.2.1. The Licensee undertakes to indemnify, defend and hold harmless Qonto, its directors, officers, employees, agents, affiliates, successors, and permitted assigns, and when relevant, the User, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by indemnified party (collectively, "**Losses**"), , relating to, arising out of, or resulting from any claim of a third party alleging:

- Breach or non-fulfillment of any representation, warranty, or covenant set forth in this Agreement by the Licensee;
- Any negligent or omission act of the Licensee (including any recklessness or willful misconduct) in connection with the performance of its obligations under this Agreement;
- Breach of applicable legislative or regulatory provisions (notably, the GDPR as defined in section 10.2, or the PSD2) by the Licensee.

8.2.2. The indemnified party shall promptly notify the indemnifying party in writing of any claim or litigation to which its indemnity applies. The indemnifying party shall have the right to assume the defense of any such claim or litigation, including the hiring of counsel reasonably satisfactory to the indemnified party and the payment of all expenses. The indemnified party shall cooperate with the indemnifying party in the defense of any such claim or litigation.

8.2.3. The Licensee is solely responsible for the conditions of availability, quality and security of the transmission of the Data to the User, and the proper performance of the Licensee Service, Qonto remaining foreign to any agreement between the User and the Licensee in this regard.

8.3. Force majeure

Qonto shall not be in breach of any of its obligations under this Agreement if such delay or failure to perform results from events, circumstances or causes generally considered as force majeure events under applicable law. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if the period of delay or non-performance

continues for more than one (1) month, either Party may terminate this Agreement by giving fourteen (14) days' written notice to other Party.

9. Term and Termination

9.1. Term. The term of the Agreement will begin on the date upon which You agree to the Agreement and will continue until terminated as set forth below.

9.2. Licensee's Termination Rights. Licensee may terminate the Agreement by discontinuing use of the Qonto API and destroying all Data relating to the use of the Qonto API, including Personal Data and API credentials.

9.3. Suspension and Termination

9.3.1. Qonto may suspend or terminate Licensee's use of the Qonto API at any time if it believes Licensee is in breach of this Agreement, or if it has reasonable reason to consider that the use of the Qonto API by Licensee may cause a loss or damage to Qonto or Users, or may infringe any of the Qonto's undertakings, intellectual property rights or policies.

9.3.2. Qonto may also terminate this Agreement if the Qonto API or Qonto Connect Platform are about to be subject to any event or decision that may affect its availability, license or related services, providing a fifteen (15) business days' notice when possible.

9.3.3. Immediately upon termination of the Agreement, all licenses granted to Licensee will cease, the API credentials will be revoked and all Data retrieved from the Qonto API must be deleted by the Licensee.

9.4. Effect of Termination.

Upon termination of this Agreement, and without prejudice to section 8: (i) all rights and licenses granted to Licensee will cease immediately; (ii) neither Party will be liable to the other Party solely because the Agreement has been terminated; (iii) unless Qonto agrees otherwise in writing or except for the information which may need to be kept in accordance with its legal obligations, Licensee must permanently delete all Data which it stored pursuant to its use of the Qonto API. Qonto may require that the Licensee certifies in writing its compliance with this section; and (iv) Qonto will make commercially reasonable efforts to remove all references and links to the Licensee's application from its websites.

10. Compliance

10.1. Financial security

10.1.1. Qonto will keep all information which it may need to comply with its legal obligations, in particular with regard to the fight against money laundering and terrorist financing.

10.1.2. The Licensee shall comply with laws and regulations, either French or international, relating to prevention of corruption, in particular the French Law No. 2016-1691 of December 9, 2016, known as *Loi Sapin II* and any similar laws applicable to the Licensee.

10.1.3. The Licensee undertakes not to engage in any activity, practice or conduct that would violate any aforementioned and applicable anti-bribery regulations or likely engage Qonto's liability.

10.1.4. Upon first request by Qonto, the Licensee will demonstrate its compliance with this section by providing any information, data, material and documents requested by Qonto.

10.2. Personal data

10.2.1. The Parties undertake to comply with all the legislative and regulatory provisions in effect relating to the protection of Personal Data, and in particular the provisions of the European Union general data protection regulation No. 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").

10.2.2. Each of the Parties shall ensure that it complies with the applicable regulations on the protection of Personal Data for the processing for which it is responsible.

10.2.3. The Parties undertake to inform each other of the occurrence of any security breach having direct or indirect consequences on Qonto API and in particular on the processing of Personal Data, as well as any request for the exercise of rights addressed to it by any individual subject to the processing carried out under this Agreement.

10.2.4. This notification must be sent as soon as possible and no later than forty-eight (48) hours after discovery of the security breach or after receipt of a report.

11. Miscellaneous

11.1. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part the other provisions of this Agreement and the remainder of the effective provisions shall continue to be valid. In such an event, the Parties shall use their best endeavors to replace the invalid or unenforceable provision by a provision that, to the extent permitted by law, achieves the purposes intended under the void or unenforceable provision.

11.2. **Notices.** Any notice under, or in connection with, this Agreement shall be given in the English language or, if in any other language, accompanied by a translation into English which shall prevail; in writing and signed by or on behalf of the Party giving it.

11.3. **No waiver.** The failure by either party to exercise in any respect any right provided for herein will not be deemed a waiver of any rights hereunder.

11.4. **Assignment.** The Licensee may not transfer this Agreement or any rights or obligations hereunder, without Qonto's prior written consent. Qonto may, without Licensee's consent, assign this Agreement to any entities of its group or in connection with any merger or change of control of Qonto or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

12. Governing law and jurisdiction

12.1. This Agreement shall be governed by the laws of France.

12.2. Any claim arising under this Agreement or related thereto shall be heard and determined in the competent Court of Paris.

Appendix 1 - Security requirements

1. Data protection

- 1.1. Data must always be stored at rest in an encrypted form and transit through encrypted communication channels. Access to the decryption keys should be monitored for fraudulent access and shall only be used by the service or application during run time. The encryption algorithms, modes and key length should follow the NIST standard 800-175b.
- 1.2. Employees working for the Licensee must not have access to these encryption keys or to the Data in plain text format.
- 1.3. Personal Data may be stored in an anonymized way for testing purposes or debugging, provided that the anonymization procedure protects the identity of the person subject to the subsequent processing.

2. Access control

- 2.1. Each Employee should have a unique and dedicated account for accessing Data. Such access should be protected with a two factor authentication when technically feasible.
- 2.2. Access rules authorizing access to datastores or systems in general that handle Data should follow the principle of least privilege. These privileges should be assigned on a need to know basis. Access and manipulation of Personal Data should be monitored and logged for a period of 3 months at least.
- 2.3. User credentials acting as sensitive payment data under the provisions of article L. 133-4 of the French *Code monétaire et financier*, these shall never be used or manipulated by the Licensee. All User credentials must necessarily be entered and transmitted to Qonto API by the User himself. The Licensee shall authenticate the User only using the technical specifications set out in the Documentation.

3. Password policy

- 3.1. API credentials, secrets and passwords used to access systems or datastores hosting Personal Data should never be stored in clear-text, even in the application's source code. Appropriate measures should be taken in order to store secrets in a secure and reliable fashion.
- 3.2. User passwords used to access the Licensee's service or application should be compliant with the NIST 800-63B guidelines, notably by only accepting a minimum length of 8 characters and not follow obvious patterns (e.g. company123) or be dictionary words.
- 3.3. API credentials and application secrets should be at least 20 characters long.

4. Segregation of Data

- 4.1. Data processed under this Agreement shall be stored in a dedicated datastore logically or physically separated from existing systems. Logically separate is understood as a dedicated database or dedicated cluster or dedicated node or system of nodes. The separation shall extend to the service and application accounts querying the datastore. The breach of an adjacent datastore or another customer's data should not directly lead to the breach of the datastore holding data processed under this agreement.
- 4.2. Datastores and systems shall be segregated from a network perspective from the rest of the internal network and be subject to a whitelist type of filtering.

5. Audit

All systems interacting either directly or indirectly with Personal Data should be regularly audited by a third party to ensure compliance with the security best practices and the aforementioned guidelines.

You can download the Agreement at the moment You accept it and you can obtain a copy at any time, by sending an email to legal@qonto.com.

Qonto