

Qonto's Special Offer for Penta Customers

(Version applicable as of September 12, 2024)

Special terms and conditions

As a customer of Penta Fintech GmbH ("**Penta**"), you have been invited to open a Qonto account. When signing up to Qonto, you are recommended a subscription plan (the "**Recommended Plan**") based on your needs, and are offered an additional free trial period of 4 months (the "**Free Trial Period**").

This limited duration discount program (the "**Program**") allows eligible Qonto customers to receive a discount for the fees attached to their Recommended Plan and usage under the conditions presented herein. The Program takes effect at the expiration of the Free Trial Period.

If you subscribe to the Recommended Plan or any higher Qonto plan (i.e. a more expensive Qonto plan than the Recommended Plan) (the "**Higher Plan**"), you will be eligible for a discount equal to the difference between (i) the price of your Recommended Plan and (ii) the price of your regular Penta Plan active at the time of receipt of the invitation sent by Penta to subscribe to Qonto (the "**Active Penta Plan**") (the "**Discount**").

The Program allows you to benefit from the same pricing and the same usage in terms of number of payment cards and users that were included in your Active Penta Plan (the "**Ordinary Usage**"). Any additional services used beyond the respective Active Penta Plan (including any add-on modules offered by Qonto) will not be considered as Ordinary Usage, and are subject to Qonto pricing.

1. Program's Eligible Customers

1.1 The Program is limited to a selection of Qonto customers holding an active account at Penta at the time of subscription to Qonto and having opened their Qonto account after December 1, 2022.

1.2 You are eligible for the Program if:

- (i) you have subscribed to the Recommended Plan or any Higher Plan, and
- (ii) your Recommended Plan together with the Ordinary Usage bears a price increase compared to your Active Penta Plan.

1.3 To benefit from the Program, the opening of your Qonto account must have been validated by Qonto and you must not have any billing and/or payments outstanding in relation to your Qonto

account.

2. Program's Ineligible Customers

You are not eligible for The Program if:

- your Recommended Plan and Ordinary Usage does not bear a price increase compared to your Active Penta Plan;
- you have subscribed to a lower Qonto plan (i.e. a less expensive Qonto plan than the Recommended Plan) (the "**Lower Plan**") when signing up to Qonto; or
- your Active Penta Plan was a Penta Basic Plan.

3. Definition of the Discount

3.1 The Discount is equal to the difference between (i) the price of your Recommended Plan at the time of your Qonto account opening and (ii) the price of your Active Penta Plan.

3.2 The Discount includes the fees for any additional cards and users necessary for you to benefit from the same Ordinary Usage under your Recommended Plan as under your Active Penta Plan. However, any additional services or add-on modules offered by Qonto beyond this are excluded from the Discount and are subject to normal Qonto pricing.

3.3 The Discount is automatically deducted from your payable fees for your Qonto subscription and applied to your monthly Qonto invoice.

4. Fees included in the Discount

4.1 Only Qonto subscription fees and fees for the Ordinary Usage are eligible for a Discount.

4.2 All additional fees that may be incurred due to the usage of your account are not eligible for compensation. This includes in particular but not conclusively :

- All transactions fees;
- All fees due to adding additional users or cards to your account above the Ordinary Usage;
- CurrencyCloud fees for Currency conversions, Swift Out, Payment in local currencies;
- SDD Collection fees;
- Overdraft interest rates;
- Cash withdrawal;
- All third-party integration fees (e.g. DATEV);
- Processing fees for card payments in local currency (EUR) and in foreign currency (non-EUR) inside and outside the EU;
- Sub-accounts with separate IBAN (additional to price plan);
- Administrative and dunning fees;

- fees for any add-on services or modules offered by Qonto; and
- more generally, any fees which are not included in the subscription price of the Recommended Plan and Ordinary Usage.

5. Consequences of a change of Qonto plan during the course of the Program

5.1 If you subscribed to the Recommended Plan, and subsequently upgraded to a Higher Plan during the course of the Program, you will continue to benefit from the Discount. The Discount will remain equal to the price difference between your Active Penta Plan and your Recommended Plan (together with the Ordinary Usage). The price difference between the Recommended Plan and the Higher Plan will be owed in full by you the first day of the month following the plan change.

5.2 If you have subscribed to the Recommended Plan, and subsequently downgraded to a Lower Plan during the course of the Program, you will lose the benefit of the Program and will no longer be eligible for any Discount. The Discount will be automatically cancelled, and all subscription fees will be fully owned. The subscription fees related to the Lower Plan, and any additional usage, will be due in full the first day of the month following the plan change.

5.3. In the event of a change of Qonto plan, whether to a Higher or a Lower plan, the Qonto pricing at the time of the change will be applicable to you as of the first day of the month following the plan change.

5.4. Any changes brought to the periodicity of your subscription payment may lead to a cancellation of the Program.

5.5. In the event of a closure of your Qonto account, whether initiated by you or by Qonto, you will lose the benefits of the Program.

6. Duration of the Program

6.1 The Program starts the first month following the end of your Free Trial Period and will end on 31 March 2025 (the “**Expiration Date**”).

6.2 Once the Expiration Date has lapsed, you will no longer receive Discounts and Qonto pricing will automatically apply to your subscription plan as of 1 April 2025.

7. Illustrations of the Program

All prices mentioned in this section 7 are exclusive of taxes.

7.1 You had a Starter plan at Penta (9€) with 2 users, 2 cards. You choose the **Recommended Plan**, in that case, the Essential Plan, that includes the same number of users and cards you had at Penta. For the 4 first months you won't pay anything, then from the 5th month you'll receive a monthly 20€ Discount. So you'll pay 9€ (29€ - 20€) every month until the Expiration Date.

7.2 You had a Starter plan at Penta (9€) with 2 users, 2 cards + 1 extra card that you paid 2€. You choose the **Recommended Plan**, in that case, the Essential Plan, that includes the same number of users and cards you had in your Ordinary Usage at Penta and you add **1 additional card** (5€). For the 4 first months you will only pay for your extra card (5€), then from the 5th month you'll receive a monthly 20€ Discount. So you'll pay 14€ (29€ - 20€ + 5€) every month until the Expiration Date.

7.3 You had a Starter plan at Penta (9€) with 2 users and 2 cards. Your **Recommended Plan** is the Essential Plan (29€). However, you choose a **Higher Plan**, the business plan (99€). For the 4 first months you won't pay anything, then from the 5th month you'll receive a monthly 20€ Discount. So you'll pay 79€ (99€ - 20€) every month until the Expiration Date.

7.4 You had a Starter plan at Penta (9€) with 2 users and 2 cards. Your **Recommended Plan** is the Essential Plan (29€). However, you choose a **Lower Plan**, the Basic plan (9€). For the 4 first months you won't pay anything, then from the 5th month you'll pay 9€ as your Discount won't be applied because you will not be eligible for this Program.

8. Other important information

8.1 If we have good reason to believe that you are making fraudulent or abusive use of the Program, Qonto reserves the right to withhold the Discount and to take any other appropriate action.

8.2 These Special Terms and Conditions of the Program are subject to your approval of the General Terms and Conditions of your Qonto payment account. Unless otherwise provided in the Special Terms and Conditions, all provisions of the General Terms and Conditions of your Qonto payment account shall apply to the Program.

8.3 Any terms used with the first letter capitalized and which are not defined in the Special Terms and Conditions, shall have the same meaning as in the General Terms and Conditions of your Qonto payment account, regardless of whether they are in singular or plural.

8.4 In case of any inconsistency between the General Terms and Conditions of your Qonto payment account and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.

8.5 These Special Terms and Conditions are governed by German law, and any disputes relating to them shall be brought before the relevant court of Berlin.