

Issuing Unzer Card

1. Scope and Contractual Basis

- 1.1 These Special Terms and Conditions govern the services provided to the Merchant by Unzer when account and card functions have been commissioned ("account and card function services") for personalised, credit-based company credit cards (Unzer Card), using a payment account (Card Processing Account) as well as the provision of the technical infrastructure for the card issuance and management of one or more company card(s) (Unzer Cards) and the account management, in particular via Web App, Mobile App (Card Platform).
- 1.2 These Special Terms and Conditions supplement the General Terms and Conditions of One Unzer ('One Unzer T&Cs'). Unless explicitly otherwise provided herein, the provisions of the One Unzer T&Cs apply to the provision of payment services under these Special Terms and Conditions. In the event of any contradiction between the 'One Unzer T&Cs' and these Special Terms and Conditions, these Special Terms and Conditions shall take precedence.
- 1.3 The Unzer Card with the account and card functionalities that come with it enables the Merchant to clearly display and manage available functions of the Unzer Card and the Card Processing Account.
- 1.4 In order to fulfil its obligations, Unzer is authorised to use the services of Third-Party Providers. In particular, Unzer is entitled to engage a Third-Party Provider for the issuance of the Unzer Card and the provision of the Card Processing Account, as well as the provision of payment services (hereinafter also referred to as the 'Card Issuing Institution' or 'Issuer'), and a Third-Party Provider for the provision of the Unzer Card card platform (Card Platform Operator).
- 1.5 The Issuer is responsible for the fulfilment of all regulatory requirements pertaining to the company credit cards issued and the payment services to which these relate.
- 1.6 The services are targeted exclusively at Merchants who are entrepreneurs within the definition of Section 14 German Civil Code (*Bürgerliches Gesetzbuch*, BGB), with a registered seat within the European Union.

2. General Obligations of the Merchant

- 2.1 By applying for the account and card function services, the Merchant authorises Unzer to receive and forward on its behalf and for its account all declarations made by the Merchant and all data necessary for opening a Card Processing Account for the Merchant, as well as to apply for a personalised, credit-based Unzer Card linked to the Card Processing Account.
- 2.2 The Merchant can apply for the Unzer Card either as a virtual or physical card.
- 2.3 In order to be able to use the Card Platform, the Unzer Card issued by the Issuer and the associated Card Processing Account, it is necessary to conclude a separate contract with the Card Platform Operator, the Issuer and/or its partner bank(s), which the Merchant must conclude independently and separately and whose respective terms of use they must accept.
- 2.4 The Merchant acknowledges and agrees that Unzer may forward the Merchant's data required for applying for the Card Processing Account and the Unzer Card (including KYC, AML, identification and creditworthiness), as well as for executing the contracts that have been or are yet to be concluded, to Third-Party Providers within the meaning of

Section 1.4, in particular to the Card Platform Operator and the Issuer.

- 2.5 The Merchant is authorized to apply for additional credit-based Unzer Cards.

3. General Obligations of Unzer

- 3.1 Unzer shall provide the Merchant access to the Card Platform, as well as the IBAN for its Card Processing Account.
- 3.2 Unzer undertakes on the instructions of the Merchant to disburse collected funds to the Card Processing Account in accordance with the conditions agreed in the "Commercial Details".
- 3.3 Unzer acts as First-Level-Support for the Merchant with respect to all services commissioned in accordance with Section 10.9 of the One Unzer T&Cs.

4. Performance Limitations of Unzer

Unzer explicitly points out to the Merchant that the provision and use of the Unzer Card, the Card Platform and the Card Processing Account is subject exclusively to the terms and conditions of the Third-Party Provider, in particular those of the Card Platform Operator, the Issuer and, if applicable its partner bank and that Unzer has no control over these.

5. Special Obligations of the Merchant

- (1) In addition to the provisions of the One Unzer T&Cs and these Special Terms and Conditions for account and card function services, the Merchant undertakes to comply with the Issuer's terms and conditions for the use of the Unzer Card and the Card Processing Account, as well as the terms and conditions of the Third-Party Provider for the Card Platform and, if applicable, the partner bank.

6. Liability

Supplementary to the provisions on liability set forth in the One Unzer T&Cs:

- 6.1 Unzer does not provide any guarantee and is not liable for;
 - a) the Merchant being accepted by the Issuer as a customer and being provided with the account/card services;
 - b) the Issuer issuing the Merchant with additional personalised, credit-based Unzer Cards;
 - c) the functionality of the systems for the provision of the payment services of the Issuer or the Card Platform;
 - d) for the availability of the funds duly disbursed to the Card Processing Account;for settings and the termination of account or card functions pursuant to Section 7, below.
- 6.2 The Merchant indemnifies Unzer against any and all claims against Unzer by the Issuer, its partner bank and /or the Card Platform Operator relating to a breach of contract by the Merchant or a third party commissioned by them, irrespective of whether the Merchant considers the claims of the Issuer, its partner bank and/or the Card Platform Operator to be justified.
- 6.3 The indemnification obligation applies regardless of whether the Merchant had the opportunity to raise objections or defences against the claims asserted by the Issuer, its partner bank and/or the Card Platform Operator before Unzer fulfilled its indemnification obligation. Unzer is not under any obligation to enable the Merchant to negotiate with the Issuer, its partner bank, and/or the Card Platform Operator before fulfilling the indemnification

obligation. Additional claims by Unzer remain unaffected by this.

7. Discontinuation and Termination of the Account and Card Services for Cause

- 7.1 Notwithstanding the provisions in the One Unzer T&Cs governing the suspension and/or termination for cause, Unzer shall be entitled, when commissioning account and card function services, to suspend and/or terminate the services if Unzer no longer offers the associated services or if the Issuer, its partner bank or the Card Platform Operator – for whatever reason – demands the discontinuation/implementation of the account and card function services as a whole or in relation to a specific Merchant.
- 7.2 The existence of one of the aforementioned grounds for discontinuation or termination does not entitle the Merchant to assert claims to damages.

8. Data Protection

Supplementary to the data protection provisions set forth in the One Unzer T&Cs, the following provisions apply:

8.1 Transfer of personal data by Unzer to the Issuer or Card Platform Operator

- (1) For the provision of the Unzer Card, in accordance with Section 2.4, Unzer provides the Issuer or the Card Platform Operator with the data they require, which may, in individual cases, include personal information, as well as, if applicable, personal data of additional data subjects (in particular economic beneficiaries and members of the management) and which are then further processed by the Issuer under their own responsibility for data protection (in particular in connection with the conclusion of contract stipulated in Section 2.3).
- (2) The transferred data shall, to the extent necessary in each case, include specifically:
 - a) company name of the Merchant, registered office address and address of the head office (if different from the registered office address), as well as the articles of association or organisational rules, if applicable;
 - b) registration number, date of registration, registration authority;
 - c) full names, date of birth and nationality of the members of the management or equivalent executive body;
 - d) the Merchant's line of business (Merchant Category Code (MCC));
 - e) names, dates of birth, personal identification numbers of the economic beneficiary of the Merchant (the legal entity), their nationality as well as, if applicable, detailed information on ownership and control structures;
 - f) name, number, or other identifier of the document used as proof of identity or a copy of such document or, in the case that personal identification is not possible, details of the procedure or sources used to verify identity;
 - g) additional basic information legitimately considered by the Issuer to be relevant.

8.2 Purpose of Data Processing and Legal Basis

The processing described in Clause 8.1 is carried out

- a) for the purposes of simplified and accelerated implementation of onboarding of the Issuer or the Card Platform Operator (in particular for the purposes of identification within the scope of the applicable compliance requirements, as well as for identification and creditworthiness processes; and
- b) based on Art. 6 (1) p. 1 lit. f) GDPR in order to safeguard the applicable legitimate interest of Unzer or

third parties, such as in particular those of the Issuer or Card Platform Operator.

8.3 Obligations of the Merchant:

- (1) Where necessary for data protection reasons, the Merchant undertakes to obtain the effective consent of the data subjects prior to data processing and to provide Unzer with evidence of this in an appropriate form upon request.
- (2) Furthermore, the Merchant undertakes to notify the data subjects of the processing steps described in this Section 8 and to draw their attention to Unzer's Data Protection Policy at <https://www.unzer.com/en/data-protection>.