

**LogPay Financial Services GmbH**  
Customer Business Freight  
Schwalbacher Straße 72  
65760 Eschborn  
DEUTSCHLAND

Contact  
phone  
fax  
e-mail

Customer Business Freight  
+49 (0) 6196 / 8012 -614  
+49 (0) 6196 / 8012 -9614  
freight@logpay.de

## Participation in the LogPay settlement procedure

Dear Sir or Madam,

Thank you for choosing the LogPay settlement procedure. The following checklist shows you which documents are required to open the freight settlement account.

<i>Documents</i>	<i>done?</i>
✓ Participation form (to be signed by authorized representatives – CEO, procurement holder)	<input type="checkbox"/>
✓ Actual commercial register extract (younger than 6 months)	<input type="checkbox"/>
✓ Declarations in accordance with the Money Laundering Act	<input type="checkbox"/>
✓ Security (deposit or bank guarantee– form enclosed)	<input type="checkbox"/>

Please enclose all of the above-mentioned contract documents with this letter and send the documents to the above-mentioned postal address. Upon receipt, your documents will be checked for correctness of the information.

**With regard to the legitimation of the contract signatories, we ask you to provide the business e-mail addresses.** We can offer you the following authentication procedures:

- **Video-Ident procedure** (available for all countries)
- **E-ID procedure** (only available in Germany, requires NFC-enabled smartphone)
- **Postident procedure:** (legitimation in a post office in Germany)

**Please inform us separately which authentication procedure we can carry out with you.**

For questions we are happy to assist you!

Best regards

**LogPay Financial Services GmbH**



# B2B TEILNAHMEERKLÄRUNG AUSGLEICHsverfahren

SETTLEMENT PROCEDURE DECLARATION OF PARTICIPATION

<input type="checkbox"/> Nur bei Kombiverkehr   Only for Kombiverkehr	<b>Leistungserbringer</b>   Service supplier
<input type="checkbox"/> Variante A siehe Preis-/Leistungsverzeichnis   Version A see list of prices and services	
<input type="checkbox"/> Variante B siehe Preis-/Leistungsverzeichnis   Version B see list of prices and services	

<b>Angaben zum Unternehmen</b>   Company information	
<b>Ausgleichsnummer</b>   Settlement number	<b>von LogPay Financial Services auszufüllen</b>   to be entered by LogPay Financial Services
<b>Rechtsverbindliche Firmenbezeichnung</b>   Trade name according to entry in the commercial register	<b>Handelsregistrauszug beizulegen</b>   Extract from the commercial register must be enclosed
<b>Rechtsform</b>   Legal form	<b>Branche</b>   Trade, industry
<b>Straße, Postfach</b>   Street, Postbox	<b>PLZ, Ort</b>   Postcode, city
<b>Ansprechpartner</b>   Contact person	<input type="checkbox"/> Herr   Mr. <input type="checkbox"/> Frau   Ms. <input type="checkbox"/> Divers   Mx.
<b>Nachname</b>   Last name	<b>Vorname</b>   First name
<b>Telefon</b>   Telephone	<b>Fax</b>   Telefax
<b>Mobil</b>   Mobile phone	<b>E-Mail (bitte immer angeben)*</b>   Email (please always indicate)*

\* LogPay kann die E-Mail-Adresse des Kunden in seinen Datenbestand zur Verteilung werblicher E-Mails über ähnliche Waren und Dienstleistungen aufnehmen. Der Kunde kann der Nutzung der E-Mail-Adresse für solche werblichen Zwecke jederzeit durch Mitteilung an LogPay widersprechen, ohne dass hierfür andere als die Übermittlungskosten nach den Basistarifen entstehen. | LogPay may include the customer's email address in its database, which is used to distribute emails promoting similar goods and services. The customer may object to the use of their email address for such promotional purposes at any time by simply notifying LogPay without incurring any costs other than the transmission costs at the base tariff.

<b>Ausgleichshöchstbetrag (in Euro)</b>   Maximum settlement amount (in Euro)
<b>Pro Abrechnungszeitraum werden Rechnungsbeträge erwartet in Höhe von insgesamt:</b>   For each accounting period payment obligations are expected in the amount of:

<b>Besicherung</b>   Security	<b>über Euro</b>   in the amount of Euro
<input type="checkbox"/> Bankbürgschaft (Monatsvolumen)   Bank guarantee (Monthly volume)	
<input type="checkbox"/> Kautionsguthaben bei der LogPay Financial Services GmbH (Monatsvolumen)   Deposit at LogPay Financial Services GmbH as security (monthly volume)	
<b>Überweisung an:</b>   Remittance: LogPay Financial Services GmbH	<b>IBAN:</b> DE48 5004 0000 0586 6611 05 <b>BIC:</b> COBADEFF
<b>Nur bei Kombiverkehr</b>   Only for Kombiverkehr	<input type="checkbox"/> Variante A: 100% <input type="checkbox"/> Variante B: 150%

<b>Bankverbindung</b>   Bank account	
<b>Kontoinhaber</b>   Account holder	<b>IBAN</b>
<b>Bank</b>   Bank	<b>BIC</b>

Es wird ausdrücklich darauf hingewiesen, dass die derzeit geltenden Allgemeinen Geschäftsbedingungen der LogPay Financial Services GmbH Bestandteil der gesamten Geschäftsverbindung sind. Für einzelne Geschäftsverbindungen gelten ergänzend oder abweichend besondere Bedingungen. Ein Exemplar der Allgemeinen Geschäftsbedingungen sowie der Sonderbedingungen ist beigelegt. | It is expressly pointed out that the currently valid General Terms and Conditions of LogPay Financial Services GmbH are part of the entire business relationship. For individual business relations special conditions apply in addition or deviating. A copy of the General Terms and Conditions as well as the special conditions is attached.

<b>Ort</b>   Place	<b>Datum</b>   Date	<b>Name in Druckbuchstaben</b>   Name in block letters	<b>Rechtsverbindliche Unterschrift und Firmenstempel</b>   Duly authorised signature and company stamp
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Hiermit bestätige/n ich/wir, dass ich/wir jeweils ein Exemplar erhalten habe/n: | I/we hereby confirm that I/we have received one copy each:

<input type="checkbox"/> Allgemeine Geschäftsbedingungen der LogPay Financial Services GmbH (für Ihre Unterlagen)   Terms and conditions LogPay Financial Services GmbH (for your records)	<input type="checkbox"/> Datenschutzinformationen der LogPay Group (für Ihre Unterlagen)   Privacy policy of LogPay Group (for your records)
<input type="checkbox"/> Sonderbedingungen für die LogPay Ausgleichsverfahren (für Ihre Unterlagen)   Special conditions for the LogPay settlement procedure (for your records)	<input type="checkbox"/> Preis-/Leistungsverzeichnis der LogPay Financial Services GmbH (für Ihre Unterlagen)   List of prices and services of LogPay Financial Services GmbH (for your records)

<b>Ort</b>   Place	<b>Datum</b>   Date	<b>Name in Druckbuchstaben</b>   Name in block letters	<b>Rechtsverbindliche Unterschrift und Firmenstempel</b>   Duly authorised signature and company stamp
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LogPay Financial Services GmbH | Schwalbacher Straße 72 | 65760 Eschborn  
Telefon: +49 (0) 6196 8012 - 614 | Fax: +49 (0) 6196 8012 - 9614 | E-Mail: [freight@logpay.de](mailto:freight@logpay.de)  
Geschäftsführer: Dr. Oliver Bernards, Jens Thorwarth | Vorsitzender des Aufsichtsrats: Stefan Imme  
Amtsgericht Frankfurt am Main HRB 55461 | USt-IdNr.: DE226545557

## Declarations under the Money Laundering Act

Contractual partner/customer: \_\_\_\_\_

### A. Additional information on the contractual partner

Date of foundation: \_\_\_\_\_

Website: \_\_\_\_\_

### B. Ultimate beneficial owners of the contractual partner

The contractual partner/customer is

a) ☐ a natural person acting in their own economic interests.

b) ☐ legal entity of public law.<sup>1</sup>

If neither a) nor b) applies, please indicate the ultimate beneficial owners below. Please consider the notes on the last page.<sup>2</sup>

Ultimate beneficial owner	
Given name(s) and name	
Address (street, number)	
Address (postcode, city, country)	
Date and place of birth	
Kind of ultimate beneficial ownership	
<input type="checkbox"/> direct/indirect ownership or control (participation rate in %: _____)	
<input type="checkbox"/> fictitious ultimate beneficial owner (e.g. legal representative) <sup>3</sup>	

Ultimate beneficial owner	
Given name(s) and name	
Address (street, number)	
Address (postcode, city, country)	
Date and place of birth	
Kind of ultimate beneficial ownership	
<input type="checkbox"/> direct/indirect ownership or control (participation rate in %: _____)	
<input type="checkbox"/> fictitious ultimate beneficial owner (e.g. legal representative) <sup>3</sup>	

Ultimate beneficial owner	
Given name(s) and name	
Address (street, number)	
Address (postcode, city, country)	
Date and place of birth	
Kind of ultimate beneficial ownership	
<input type="checkbox"/> direct/indirect ownership or control (participation rate in %: _____)	
<input type="checkbox"/> fictitious ultimate beneficial owner (e.g. legal representative) <sup>3</sup>	

Please attach:

☐ Graphic illustration of the shareholding/control relationships up to the highest level (organisation chart) or comparable documents (e.g. list of shareholders). Please refer to the notes on the content of the organization chart.<sup>4</sup>

Voting agreements or control agreements exist that deviate from the shareholders' capital shares:

☐ Yes

☐ No

### C. Politically exposed person

I am or an economic beneficiary of our company is a politically exposed person<sup>5</sup>, an immediate family member of a politically exposed person or a person related to a politically exposed person.

☐ Yes     Please provide the name(s) of the person(s): \_\_\_\_\_

☐ No

Place/date: \_\_\_\_\_

Name in block letters: \_\_\_\_\_

Signature: \_\_\_\_\_

## Notes

Pursuant to § 10 para. 1 No. 2 of the German Money Laundering Act (MLA), we have to clarify whether our contractual partner acts for an ultimate beneficial owner and to keep this information up to date. **The contractual partner is legally obligated to cooperate and update the information independently (§ 11 para. 6 German MLA).**

<sup>1</sup> Legal entities of the public law are public corporations, public agencies, foundations under public law.

<sup>2</sup> An ultimate beneficial owner pursuant to § 3 para. 1 German MLA is the natural person who ultimately owns or controls a legal entity, other company or special legal structures pursuant to § 3 para. 3 German MLA, or the natural person at whose instigation a transaction is ultimately carried out or a business relationship is ultimately established.

Such control or such ownership shall exist pursuant to § 3 para. 2 German MLA if a natural person directly or indirectly holds more than 25 % of the capital shares or controls more than 25 % of the voting rights or exercises a control in a comparable way.\*

The contractual partner shall act at the instigation of a third party if the third party has a separate economic interest in the business relationship or the transaction.

In the case of non-profit structures (such as foundations, fiduciary models, etc.), the natural persons listed in the explanatory notes are to be included.\*\*

### \* single-tier holding structure

In the case of exclusively direct shareholding in the customer by natural persons, the economic beneficiaries are the shareholders holding more than 25 % of the shares.

### multi-tier holding structure

In cases where shares are held not only by natural persons but also by legal persons or partnerships, the economic beneficiaries are the natural persons who control/govern the intermediary legal person or partnership, be it in terms of company law (particularly by majority shareholding) or de facto (e.g., by contractual agreements, major control of the company policy).

\*\* In the case of third-party legal structures (fiduciary models, foundations, etc.), economic beneficiaries are all natural persons:

- who act as trustors, trustee or protector,
- who are members of the board of directors of the trust,
- who are determined as beneficiaries,
- on whose behalf the assets shall be primarily managed or distributed, provided that the natural person who is to be the beneficiary of the managed assets has not yet been determined; in this case, the group of natural persons is considered to be the economic beneficiary,
- who exercise in any other way direct or indirect influence on the asset management or income allocation
- who can directly or indirectly exercise a controlling influence over an association,
  - who is a member of the board of directors of the foundation or
  - who has been designated as a beneficiary of the foundation, or who acts as a settlor, administrator of trusts (trustee) or protector, or who has been designated as a beneficiary of the legal structure.

<sup>3</sup> If no natural person can be indicated as ultimate beneficial owner, it is generally sufficient to indicate one legal representative, managing partner or partner of the contractual partner as fictitious ultimate beneficial owner.

<sup>4</sup> The organization chart must contain the following information and comply with the following requirements:

- Registered office (country) for each shareholder, listed stock exchange if applicable
- Name or company name including legal form of each shareholder
- The percentage of shareholdings for each shareholder must be comprehensible
- The organization chart must have a date of creation
- The organization chart must be signed by an authorized person of the company (e.g. CEO or CFO) or by an external lawyer, auditor, tax advisor or notary public.

<sup>5</sup> Politically exposed persons are pursuant to § 1 para. 12 German AML natural persons who are or have been entrusted with top-ranking prominent public functions at an international, European or national level or are or have been entrusted with a public function at a sub-national level which political importance is comparable. In particular, this includes (a) Heads of State and of Government, Ministers, Members of the European Commission, Deputy Ministers and Secretaries of State, (b) Members of Parliament and Members of comparable legislative bodies, (c) Members of the Governing Board of political parties, (d) Members of Supreme Courts or Constitutional Courts or other High Courts, whose decisions are generally not subject to appeal, (e) Members of the management bodies of Courts of Auditors, (f) Members of the management bodies of Central Banks, (g) Ambassadors, chargé d'affaires and Defense Attachés, (h) members of the administrative, managerial or supervisory bodies of state enterprises, (i) Directors, deputy directors, Members of the management bodies or other leaders with comparable function of an intergovernmental international or European organisation. This also includes persons who hold positions which are included in the list published by the European Commission.

# General Terms and Conditions of LogPay Financial Services GmbH

## 1. General and special terms and conditions

These terms and conditions apply to the business relationship between the customer and LogPay Financial Services GmbH (LogPay) as well as to the individual contractual agreements. The special conditions which contain deviations or additions to these General Terms and Conditions additionally apply to individual products and services (for example, the use of credit cards (LogPay Card, MAN Card), the use of the LogPay Account (B2B)); these will be agreed with the customer when the contract is concluded.

## 2. Amendments to the terms and conditions and to framework contracts for payment services

### 2.1. Conclusion of contract

The contractual relationship between the customer and LogPay shall take effect upon receipt of the declaration of acceptance by LogPay.

### 2.2. LogPay offer

Amendments to the General Terms and Conditions, the Special Terms and Conditions or payment service framework agreements as well as the introduction of additional conditions shall be offered to the customer in text form no later than two months before the date proposed for their entry into force. In the context of the business relationship, if the customer has agreed with LogPay an electronic communication channel (e.g., the LogPay account (B2B)), the changes can also be offered in this way. The customer may either agree or reject the amendments before the date proposed for their entry into force. Clause 10 shall apply to changes in interest and fees as well as to the introduction of additional fee items.

### 2.3. Consent to change

The consent of the customer to the offer of LogPay is considered granted if it has not indicated its rejection prior to the date proposed for the change to take effect. LogPay will particularly point this out to the customer in its offer.

### 2.4. Special right of termination in the event of changes to the terms and conditions of payment services or to payment service framework contracts

If the customer is offered changes to terms and conditions for payment services (e.g. LogPay Card, MAN Card) or to payment service framework agreements, it may also terminate the payment service framework agreement affected by the change without notice and free of charge prior to the date proposed for the change to take effect. In its offer, LogPay will specifically point out this right of termination to the customer.

## 3. Authentication documents

### 3.1. Certificates of inheritance

Upon the death of the customer, the person who invokes the legal succession of the customer to LogPay must prove to LogPay his/her inheritance entitlement.

### 3.2. LogPay authority to act

Upon presentation to LogPay of a copy or certified copy of the testamentary disposition (will, contract of inheritance) as well as the minutes of the associated opening proceedings, LogPay may regard the person designated therein as heir or executor of the will as the entitled party, allow that person to dispose of it and in particular make payment to that person with discharging effect. This shall not apply if the incorrectness or invalidity of these documents is known to LogPay or not known due to negligence.

## 4. Choice of law, place of jurisdiction, place of performance, out-of-court settlement of disputes

### 4.1. German Law

The business relationship shall be governed by German law, unless mandatory legal provisions to the contrary apply.

### 4.2. Place of jurisdiction

If the customer is a merchant, a legal entity under public law or a special fund under public law, LogPay can sue at its general jurisdiction and can only be sued at this jurisdiction.

Mandatory statutory provisions regarding exclusive places of jurisdiction shall remain unaffected by this provision.

## 4.3. Complaints and alternative dispute resolution procedures

The customer following extrajudicial options are available to the customer:

- The customer may send a complaint to LogPay Financial Services GmbH, Schwalbacher Straße 72, 65760 Eschborn, Hotline: 06196 8012 701, Fax: 06196 8012 9701, Email: financial@logpay.de.
- LogPay is obligated to participate in dispute resolution proceedings before the Deutsche Bundesbank consumer arbitration board in the event of disputes arising from the application of regulations concerning payment service contracts. Deutsche Bundesbank's conciliation office can be contacted at Postal Box 10 06 02, 60006 Frankfurt am Main (address: Wilhelm-Epstein-Straße 14, 60431 Frankfurt am Main), <https://www.bundesbank.de/de/service/schlichtungsstelle>.
- If the subject matter of the complaint concerns a dispute arising from the area of application of payment services law (provisions of the Payment Services Supervision Act, Sections 675c to 676c of the German Civil Code and Article 248 of the Introductory Act to the German Civil Code), there exists the option of lodging a complaint with the Federal Financial Supervisory Authority. The rules of procedure are available from the Federal Financial Supervisory Authority. The address is: Graurheindorfer Straße 108, 53117 Bonn.
- The European Commission has established a European Online Dispute Resolution Platform (OS Platform) at <http://ec.europa.eu/odr>. Consumers may use the platform for out-of-court settlement of a dispute arising from online contracts with a company established in the European Union.

## 5. Current account, statement of account, settlement

### 5.1. Clearing account

LogPay maintains one or more internal clearing accounts for the settlement of current business transactions as a current account within the meaning of Sec. 355 of the Commercial Code (account in current account). The internal clearing account is not a payment account within the meaning of Article 1(17) of the Payment Services Supervision Act. The internal clearing account cannot be used for processing payment transactions.

### 5.2. Statement of account

Unless otherwise agreed, LogPay shall issue a statement of account at the end of each calendar year. Through the statement of account, the mutual claims (including interest and LogPay fees) arising during this period will be offset. LogPay may charge interest on the balance resulting from the offsetting in accordance with paragraph 10 or in accordance with a different agreement reached with the customer. If there is a legitimate interest by one of the contracting parties, the statement of account shall also be issued on other dates.

### 5.3. Objections to the statement of account

Objections to account statements must be received by LogPay in text form or via an electronic communication channel if one has been agreed in the context of the business relationship (e.g. LogPay Account (B2B)). Notwithstanding the obligation to raise objections to statements of account without delay (Section 14.1 letter f), these shall be deemed approved if no objection is raised to them within six weeks of receipt of the statement of account. Timely dispatch suffices to comply with the deadline. LogPay shall inform the customer about these consequences when issuing the statement of account. If the inaccuracy is subsequently discovered, both the customer and LogPay are legally entitled to demand a correction.

### 5.4. Settlement

The settlement of LogPay's claims from the internal settlement account is carried out on the dates respectively agreed ("billing date"). The customer must settle the claims of LogPay within the meaning of sentence 1 upon the expiration of a period to be agreed between the parties ("payment period"). Upon the expiration of the term of payment, the claims of LogPay within the meaning of sentence 1 shall fall due in each case.

## **6. LogPay reversal and correction postings**

### **6.1. Cancellation entry prior to statement of account**

Credit notes booked without a binding order (e.g., due to error, spelling mistake), may be reversed by LogPay up to the following statement of account by simple booking (cancellation booking) to the extent that it has a claim for repayment against the customer.

### **6.2. Correction posting after statement of account**

LogPay may also assert the claim for repayment in accordance with section 6.1 by means of a correction entry after the statement of account if it has not determined the incorrect credit note in a timely manner before this point. Should the customer raise an objection, LogPay shall cancel the correction booking and assert its claim in another fashion.

### **6.3. Identification**

Reversal and correction postings are indicated in the transaction display. The LogPay shall make postings with regard to the interest calculation retroactively to the day on which the incorrect posting was made.

## **7. Order confirmation prior to execution**

For orders placed by telephone or other technical means as well as for unsigned orders, LogPay reserves the right to obtain immediate confirmation prior to execution of the order.

## **8. Set-off, compensation, assignment**

### **8.1. Customer set-off**

The customer may offset claims against LogPay only insofar as its claims are undisputed or legally established. This shall not apply where the customer asserts claims for rescission following revocation of a consumer contract. Statutory offsetting prohibitions remain unaffected.

### **8.2. Compensation**

Payment claims of LogPay against the customer and payment claims of the customer against LogPay can compensate each other.

### **8.3. Assignment**

Claims of the customer against LogPay from the business relationship can only be assigned upon the written consent of LogPay. LogPay can only deny consent for important reasons. The assignment to third parties of the customer's claims for reimbursement from advance payments is always excluded.

## **9. Terms of payment**

### **9.1. SEPA direct debit mandate in consumer transactions**

To settle all payment obligations to LogPay, the customer authorizes LogPay to collect the amounts from an account to be named by the customer with a payment service provider located in a member state of the European Union. The customer or a third party determined by agreement of the parties issues LogPay a SEPA direct debit mandate. In order to issue the SEPA direct debit mandate, the customer must provide all the necessary account data (in particular BIC and IBAN) using the form provided.

### **9.2. SEPA business-to-business direct debit mandate outside of consumer transactions**

To settle all payment obligations to LogPay, the customer authorizes LogPay to collect the amounts from a business account to be named by the customer with a payment service provider located in a member state of the European Union. The customer or third party determined by agreement of the parties issues LogPay a SEPA business-to-business direct debit mandate. To issue the SEPA business-to-business direct debit mandate, the customer must provide all required account information (in particular IBAN and BIC) using the form provided. The Customer or third party determined by agreement between the parties is not entitled to revoke the SEPA direct debit mandate. The right of revocation or amendment for good cause remains unaffected.

### **9.3. Advance notice, product change**

The deadline for advance notice is one (1) day prior to the due date. The transmission may be carried out electronically (e.g., by email or electronic invoicing) or by other means. When a product is changed, we transfer a previously issued direct debit mandate to the new product.

## **9.4. Exchange rate**

Where sales are made in foreign currency, receivables denominated in this currency are converted and invoiced in euros. The determination of the exchange rate is based on the list of prices and services. In the case of payment services, the payment services framework contract shall additionally apply.

## **9.5. Collection of the claim**

LogPay shall collect the claims due to it against the customer when these are due. The customer must ensure that the collection of the amounts is guaranteed at the time of the expiry of the payment term in accordance with section 5.4.

## **9.6. Deposit**

Payments to the settlement account shall have debt-discharging effect only if these are made via transfer from an account in the name of the customer or if the third-party payer has assumed joint liability. LogPay is entitled to make an immediate retransfer if the name of the party ordering the transfer differs from the name of the customer or if no joint liability of the third party payer has occurred.

## **9.7. Default of payment**

In the event of late payment, LogPay is entitled to charge interest at the statutory rate unless otherwise agreed between the parties. This does not exclude assertion of further damages. Unless otherwise agreed, the customer will receive a statement of account on the calculation of interest every six months. Interest on arrears is due immediately upon receipt of the statement of account. The customer hereby authorizes LogPay to collect the default interest from the account designated by the customer.

## **Interest, fees and expenses**

### **10. Interest and charges**

#### **10.1. Interest and charges in commercial transactions with consumers**

The amount of interest and fees for the loans and services customary in business transactions with consumers is set out in the List of Prices and Services. If a consumer makes use of a credit or service listed there and no other agreement has been reached, the interest and charges stated in the list of prices and services at that time shall apply.

#### **10.2. Interest and charges outside the scope of business transactions with consumers**

Outside of business transactions with consumers, the interest and fees for credits and services used are determined according to the agreement reached, supplemented by the list of prices and services in the version applicable at the time of use. The provisions regarding fees for the fulfillment of ancillary obligations pursuant to Section 675f (5) sentence 2 of the German Civil Code are waived.

#### **10.3. Fees for other services**

For services that are not the subject of an agreement or listed in the price and performance list and are provided on behalf of the customer or in its presumed interest and that, judging by the circumstances, can only be expected against payment, LogPay can demand an appropriate fee in accordance with statutory provisions (Sec. 315 of the German Civil Code).

#### **10.4. Non-remunerated activities**

For activities that LogPay is already legally or due to an independent contractual accessory obligation to provide or which it provides in its own interest, LogPay will not charge a fee, unless it is legally permissible and is charged according to the statutory provisions.

#### **10.5. Change of interest, right of termination by the customer in case of increase**

Change in interest rates for loans with a variable interest rate shall be based on the respective loan agreements with the customer. LogPay will inform the customer of changes in interest. In the event of an increase, the customer may, unless otherwise agreed, terminate the business relationship affected by the increase with immediate effect within six weeks of notification of the change. If the customer terminates the credit agreement, the increased interest rate shall not be applied to the terminated credit agreement. The customer shall be deemed not to have given notice of termination if it fails to repay the amount owed within two weeks of the notice of termination becoming effective.



#### 10.6. Changes in charges for services typically used on a permanent basis in business transactions with consumers

Changes in charges for services typically used by the customer on a permanent basis within the framework of the business relationship (e.g., reporting) shall be offered to the customer in text form at least two months before the date proposed for their entry into force. If the customer has reached agreement with LogPay in the context of the business relationship regarding an electronic communication channel (e.g., LogPay Account (B2B)), the changes can also be offered in this way. The customer may either agree or reject the amendments prior to the date proposed for their entry into force. The customer shall be deemed to have given its consent unless notice of its rejection has been provided prior to the date proposed for the amendment's entry into force. LogPay will specifically point out this de facto consent in its offer. If the changes are offered to the customer, the customer may also terminate the contract affected by the change before the proposed date of entry into force of the changes without notice and free of charge. In its offer, LogPay will specifically point out this right of termination to the customer. If the customer terminates the contract, the changed fee will not be applied to the terminated business relationship.

#### 10.7. No invoicing

LogPay will not issue a separate invoice for interest, fees and expenses unless otherwise agreed.

#### 10.8. Special features of payment service contracts with consumers

In the case of payment service contracts with consumers, charges shall be based on the relevant contractual arrangements and special conditions. If no provision is made therein, sections 10.1 and 10.4 shall apply as well as - for changes to any charges for payment service contracts - section 10.6.

#### 11. Reimbursement of expenses

LogPay reimbursement of expenses is based on statutory provisions.

#### 12. Due date of fees and reimbursement of expenses

The fees and reimbursement of expenses are due by the next settlement date.

### Duties and liability of LogPay and customer

#### 13. Liability of LogPay

##### 13.1. Liability for faults

The LogPay is liable for its own fault as well as the fault of persons whom it uses to fulfill its obligations to the customer unless otherwise provided in the following paragraphs, special conditions or individual contractual regulations. If LogPay is liable and damage is not exclusively caused by or the responsibility of LogPay, the obligation to pay damages is based on the principles of contributory negligence (Sec. 254 of the German Civil Code).

##### 13.2. Force majeure liability

The LogPay is not liable for damages caused by disruption of its operations (e.g., bomb threat, robbery), especially as a result of force majeure (e.g., war and natural disasters) and other incidents for which it is not responsible (such as strikes, lockouts, traffic disruption) or which are caused by orders given by domestic and foreign authorities.

#### 14. Customer obligations of cooperation and due diligence

##### 14.1. Principle

LogPay executes the orders of the customer with the care of a prudent businessman. For its part, the customer has special duties of cooperation and other duties of care, in particular the following duties:

##### a) Notification of material information and changes

LogPay is to be notified immediately in text form or, if the electronic communication channel has been agreed in the context of the business relationship (e.g., LogPay Account (B2B)), by this means regarding all facts essential to the business relationship, especially changes of name or company, address, email address or the persons authorized to sign for it (e.g. subsequently occurring incapacity of a representative or proxy), the change of account information as well as changes of the beneficial owner or representation or disposal powers (e.g., powers of attorney, procurator) announced to LogPay. The duty to notify also exists if the facts are entered in public registers and published. More extensive statutory notification

obligations may additionally arise, in particular from the Money Laundering Act.

##### b) Unambiguous information in orders and instructions

Orders and instructions of any kind must clearly indicate the content of the transaction. Amendments and confirmations must be marked as such. In the case of payment orders, the customer must especially ensure that the information provided is correct, complete, unambiguous and legible, in particular the International Bank Account Number (IBAN) and Business Identifier Code (BIC).

##### c) Care with special transmission of orders

In the case of orders or instructions given by telephone or other technical means, the customer must ensure that no transmission errors, misunderstandings, misuse or mistakes occur.

##### d) Explicit reference in case of special instructions

Special instructions for the execution of orders must be communicated separately by the customer to LogPay in the case of form orders placed outside the form.

##### e) Reference to due dates and deadlines

In accordance with point (d), the client must make special reference to the fact that orders are to be executed within certain periods or on certain dates if the periods or dates fall short of legal deadlines.

##### f) Prompt objection

Objections to statements of account, invoices, sales notification or other communications from LogPay must be raised immediately. If statements of account are not received by the customer, it must inform LogPay of this immediately. The obligation to notify shall also exist in the event of the absence of other notices, communications or messages, the receipt of which the customer expects or should expect.

##### g) Control of LogPay confirmations

If LogPay confirmations deviate from the customer's orders or instructions, it must raise objection to this immediately.

#### 14.2. Information on business development

If LogPay grants the customer who is not a consumer a credit limit for the use of individual payment services, LogPay may require the customer to inform LogPay about its business development regularly and promptly and to provide LogPay with all requested documents about its financial position, assets and earnings (especially its annual financial statements) and other documents that LogPay considers necessary or appropriate for the granting of the credit limit. LogPay is entitled to pass on this information and documents to a credit insurer, provided that this is done in the context of securing its claims against the customer.

#### 14.3. Liability for breaches of duty

Damages and disadvantages resulting from a culpable violation of cooperation and other duties of care shall be borne by the customer. In case of culpable contributory negligence by LogPay, the liability shall be based on the principles of contributory negligence (sec. 254 of the German Civil Code).

### Lien, additional security, release of collateral

#### 15. Lien, assignment by way of security

##### 15.1. Scope

The customer and LogPay agree that LogPay acquires a lien on securities and assets that come into its possession or other power of disposal in the course of its business either through the customer or through third parties for the customer's account. LogPay also acquires a lien on the claims that arise or may arise in the future (e.g., through credit) against the customer vis-à-vis LogPay as a result of the business relationship.

##### 15.2. Exceptions

If funds or other assets expressly intended for a specific use come into the power of disposal of LogPay, LogPay's lien does not extend to these assets.

##### 15.3. Secured claims

The lien secures all existing and future claims including conditional or limited claims as well as legal claims by LogPay against the customer that it acquires in connection with the business relationship. Claims against customers arising from



guarantees assumed on their behalf for third parties are only secured once they become due.

#### 15.4. Assertion of the lien

LogPay may only retain the amounts subject to the lien in accordance with section 15.1 in the case of a justified security interest. Such a right exists in particular under the conditions of the additional security right pursuant to Section 16.2.

#### 15.5. Recovery

LogPay is entitled to recover these amounts if the customer does not meet its obligations when they fall due and despite a reminder with a reasonable grace period and a threat of recovery in accordance with sec. 1234 paragraph 1 of the German Civil Code. Where several securities exist, LogPay may select among these. When selecting and recovering these assets, LogPay shall take into account the legitimate concerns of the customer. At its reasonable discretion, LogPay has the right to offset recoveries that are insufficient to satisfy all claims. LogPay shall arrange credit notes issued to the customer for recoveries in such a way that they are to be regarded as invoices in the sense of the value-added tax law.

#### 16. Collateral and release

##### 16.1. Provision and strengthening of collateral

The LogPay can require that the customer provide or increase customary bank collateral for all claims arising from the business relationship. LogPay can also demand the provision of customary bank collateral for conditional or future claims against the customer. LogPay's security claim does not exist if it is expressly agreed between the parties in writing that the customer has either no collateral to provide or only that specified in detail.

##### 16.2. Additional security

In the event of claims against the customer, if LogPay has initially refrained in whole or in part from demanding the provision or strengthening of collateral, it may later demand additional security. The prerequisite for this is that circumstances must subsequently occur or become known that justify an increased risk assessment of the claims against the customer. This may specifically be the case if

- the financial circumstances of the customer, a jointly liable party or guarantor have changed or threaten to change adversely,
- the value of existing collateral has deteriorated or threatens to deteriorate.

##### 16.3. Time limit for the provision or strengthening of collateral

LogPay shall grant the customer a reasonable period of time for the provision or strengthening of collateral. If LogPay intends to make use of its right of termination without notice according to paragraph 17.2 because the customer is not meeting its obligation to provide or increase collateral in a timely manner, it shall provide the customer with advance written notice of this intention.

##### 16.4. Return period

To secure claims against the customer, the collateral provided by the customer (in particular guarantees, bonds and deposits) may be retained for up to six months. If all claims have not been settled, a longer retention period is also possible.

##### 16.5. Limitation of the right to demand collateral

The LogPay can assert its claim to provide or increase collateral up to the point where the realizable value of all collateral corresponds to the total amount of all claims from the business relationship (coverage limit).

##### 16.6. Release obligation

LogPay is obligated to release collateral of its choice upon request if the realizable value of all collateral exceeds the cover limit not merely temporarily by more than 10 % and must do so in an amount exceeding the coverage limit. This coverage limit is increased by the respective current value-added tax rate to the extent that LogPay is charged with the payment of value-added tax from recoveries in the event these are utilized in recovery. When selecting the collateral to be released, LogPay shall take into account the legitimate concerns of the customer and any third party provider contributing collateral against the customer's obligations. If, for a particular security, a valuation standard other than realizable value is applicable or if a different coverage limit or another

limit for the release of collateral has been agreed in writing, these shall be decisive.

#### 16.7. Recovery

If LogPay utilizes collateral for recovery, it may select among multiple securities. When realizing and selecting the collateral for recovery, it shall take into account the legitimate interests of the customer and any third party provider contributing collateral against the customer's obligations.

#### Termination of the business relationship

##### 17. Right of termination

###### 17.1. Ordinary termination

To the extent that no mandatory regulations to the contrary exist and neither a term nor a different termination regulation is agreed, both the customer and LogPay are entitled to terminate the entire business relationship or individual products or services at any time with a notice period of one month to the end of a billing period. If LogPay terminates, it shall take into appropriate account the legitimate concerns of the customer, especially those involving termination at an inopportune time. For termination by LogPay of a payment service framework contract with a consumer, the notice period shall be at least two months. For customers who are not consumers, sec. 675h para. 2 of the German Civil Code is waived.

###### 17.2. Termination for good cause

Notwithstanding any other agreements, both the customer and LogPay are entitled to terminate the entire business relationship or individual products or services at any time without notice for good cause on the basis of which the terminating party cannot reasonably be expected to continue the business relationship. The legitimate interests of the other contracting party must be taken into account. For LogPay, such a reason for termination is especially present if

- a) the customer has provided incorrect information when establishing the business relationship;
- b) the customer is included on an embargo or sanctions list or
- c) due to the following exemplary listed circumstances, the customer's compliance with its payment obligations or the enforceability of LogPay's claims - even upon utilization of any securities for recovery - is endangered:
  - (i) a significant deterioration or a significant threat to the financial circumstances of the customer or to the value of the securities provided occurs, in particular where the customer suspends payments or declares its intention to suspend them;
  - (ii) the customer does not comply with its obligation to provide or increase security (section 16.1) within a reasonable period of time after being requested to do so by LogPay;
  - (iii) the customer has provided incorrect information about its financial circumstances;
  - (iv) compulsory enforcement is initiated against the customer;
  - (v) the financial circumstances of a co-obligor or the personally liable shareholder have deteriorated significantly or are at significant risk, as well as in the event of the death or replacement of the personally liable shareholder.

the good cause consists in the breach of an obligation under the contract, in which case termination is permissible only after the unsuccessful expiry of a period of time set for remedy or after an unsuccessful warning. Other remedies apply only if the customer seriously and definitively refuses to perform the service or fails to perform the service on a certain date or within a certain period of time specified in the contract despite the continuation of LogPay's service being contractually bound to the timeliness of the performance or where special circumstances justify an immediate termination under consideration of the mutual interests.

###### 17.3. Form of termination

The notice of termination must be in text form.

###### 17.4. Legal consequences of termination

Upon termination of the entire business relationship or individual products or services, the amounts due on the relevant settlement accounts shall become immediately payable. In this respect, the customer is also obligated to release LogPay

from all obligations assumed for it or on its behalf. LogPay is entitled to terminate the obligations assumed for or on behalf of the customer and to settle other obligations, especially to contractual partners of LogPay from which the customer has used services, with effect against the customer.

**18. Miscellaneous**

**18.1. Cancellation of rules outside the scope of consumer transactions**

The provisions pursuant to secs. 312i para. 1 sentence 1 nos. 1 to 3, 675d paras. 1 to 5, 675f para. 5 sentence 2, 675g, 675h, 675j para. 2, 675p and 675v to 676 of the German Civil Code are waived.

**18.2. Written form**

To comply with the written form stipulation, a legally binding signed original document is required. Fax and computer fax are sufficient. If the customer has agreed an electronic communication channel with LogPay, messages, statements and other notices from LogPay to the customer can also be transmitted in this way if the type of transmission allows the customer to save or print the messages, statements or other notices in a readable form.

**18.3. Severability clause**

Should individual clauses of these General Terms and Conditions be invalid or unenforceable, this shall not affect the validity of these General Terms and Conditions in other respects. The invalid or unenforceable clause shall be replaced by the statutory provisions.

**18.4. Oral ancillary agreements**

Oral ancillary agreements have not been made.

**18.5. No waiver of claims**

The failure of LogPay to assert claims in a timely manner in accordance with these terms and conditions does not constitute a waiver of these claims.

**18.6. Language version**

The German version of the General Terms and Conditions and any special conditions is binding. Versions in other languages are for informational purposes only.

**18.7. Continuing validity of the General Terms and Conditions**

Even following termination of the entire business relationship or individual products or services, the General Terms and Conditions of Business shall continue to apply to the processing and scope of the processing relationship.

With the following information we would like to give you an overview of the processing of your personal data (hereinafter also referred to as "data") by us and your rights under data protection law. It contains cross-service and service-specific information. Which data is processed in detail and in what way it is used depends largely on the services requested, agreed or provided. Therefore, not all parts of this information will apply to you.

Under the designation LogPay (hereinafter "we" or "us" or "LogPay") are several business divisions combined.

In the business division Mobility Services are payment processing services provided to mobility service providers and their customers. In the business division Transport Services are services relating to tolls, refuelling, charging current, workshops, parking and e-commerce provided. In the business division Financial Services are services provided to rail-bound freight transport companies and their customers.

The contractual partner or customer must also pass on the information to the current and future authorised representatives, beneficial owners and any co-obligors arising from an obligation. These include, for example, managing directors, authorised signatories or co-debtors.

### Person responsible for data processing

Responsible for data processing in the business unit Mobility Services and Financial Services is LogPay Financial Services GmbH. You can reach us at Schwalbacher Straße 72, 65760 Eschborn, Germany, e-mail for Mobility Services: [mobility@logpay.de](mailto:mobility@logpay.de), for the other services [info@logpay.de](mailto:info@logpay.de).

The LogPay companies work closely together in the business unit Transport Services. This also concerns the processing of your personal data. In the processing of personal data in the business unit Transport Services, LogPay Financial Services GmbH and LogPay Transport Services GmbH are jointly responsible for the protection of your personal data (Art. 26 GDPR). In the context of the joint responsibility for data protection, these companies of LogPay have agreed who fulfils which obligations under the GDPR. This concerns in particular the exercise of the rights of the data subjects and the fulfillment of the information obligations in accordance with Articles 13 and 14 GDPR. You can reach us at Schwalbacher Straße 72, 65760 Eschborn, e-mail: [info@logpay.de](mailto:info@logpay.de) or [info@logpay-ts.de](mailto:info@logpay-ts.de).

You can contact the data protection officer by mail at the above address with the addition - data protection officer - or by e-mail at [datenschutz@logpay.de](mailto:datenschutz@logpay.de).

### What sources and data does LogPay use?

We process your data that we receive from you, whether in the context of a business relationship or because you contact us or because a payment is to be processed with one of the payment methods of LogPay. In addition, we process data that is

legitimately transmitted to us by other companies (e.g. credit agencies, acceptance partners, mobility service providers and other service providers in the transport market, your employer, agent, insurer) or that we permissibly obtain from publicly accessible sources (e.g. trade, association and transparency registers, press, Internet).

Relevant personal data can be: personal details (e.g. name, address and other contact details, date and place of birth, nationality), legitimization data (e.g. identification data), payment data (e.g. bank account details, credit card details), tax data (e.g. tax number), vehicle data (registration number, VIN). In addition, this can also include order data (e.g. payment order, order data), data from or in the context of the fulfillment of contractual obligations of LogPay (e.g. sales data, transaction data, fuel card number, mileage, limits, customer or identification numbers, customer designation), data on the use of services offered (such as login data, location data), information about your financial situation (e.g. creditworthiness data, scoring/rating data, origin of assets), advertising and sales data, documentation data (e.g. register data, data on the use of the telemedia offered by LogPay (e.g. time of access to websites, apps or newsletters, IP address)) and other data comparable to the categories mentioned.

### Purpose and legal basis of the processing

The LogPay processes personal data:

#### *On the basis of your consent (Art. 6 para. 1 lit. a GDPR)*

If you have given LogPay permission to process data for specific purposes (e.g. evaluation of inventory and sales data for marketing purposes, receipt of newsletters, transfer of data to other companies), the legality of the processing is based on this consent. A granted consent can be revoked at any time. The revocation of consent does not affect the lawfulness of the data processed until revocation.

#### *Establishment, implementation and termination of a contract (Art. 6 para. 1 lit. b GDPR)*

The processing of data is carried out for the provision of payment services as well as services in the context of the implementation of contracts (such as the sale of mineral oil, use of loading infrastructure, toll services) or obligations (such as the processing of payments) of LogPay with you or for the implementation of pre-contractual measures, which are carried out at your request. The purposes of the processing are primarily based on the specific product (e.g. fuel card, toll card, charge card, e-commerce card, compensation procedure). Further details regarding the processing purposes can be found in the relevant contractual documents.

#### *Due to legal requirements (Art. 6 para. 1 lit. c GDPR)*

We process your data to fulfil legal obligations such as regulatory requirements, commercial and tax law storage obligations. In this case, the respective legal regulations in conjunction with Art. 6 para. 1 lit. c GDPR.

#### *Legitimate interests (Art. 6 para 1 lit. f GDPR)*

If necessary, we process your data beyond the actual fulfillment of the contract to protect the legitimate interests of LogPay or third parties. Examples:

- Creditworthiness/identity/risk check or assessment for risk avoidance, cost assurance, evaluation of the admissibility of certain payment types and avoidance of payment defaults
- Receivables management
- Data exchange with credit agencies to determine credit or default risks
- Assertion of legal claims and defence in legal disputes
- Ensuring network and information security and guaranteeing IT operations
- Detection, prevention and clarification of criminal offences, in particular we use data analyses to detect indications of card abuse or data misuse
- Commission for sales and distribution processing
- Further development of products and services
- Measures for sales and business management
- For the purpose of centralised processing for division of labour and increased efficiency
- Video surveillance for the protection of the householder's rights, for the collection of evidence in case of burglary
- Visitor management, fire protection and corporate security
- Testing and optimization of procedures for the analysis of requirements for the purpose of direct customer contact
- Overall view of the customer relationship with LogPay
- Advertising or market and opinion research, unless you have objected to the use of your data

We carry out a credit risk assessment based on mathematical-statistical procedures at credit agencies (scoring) and an identity check in the context of the establishment or continuation of a debt relationship, such as registration for payment methods that are risky for LogPay (such as SEPA direct debit) and/or in the event of changes to your data in connection with the change to payment methods that are risky for LogPay. Based on the information available to the credit agency, which also takes your address data into account, a statistical probability of a credit default and thus your solvency is calculated. In addition, a similarity calculation in percentage values can be used to determine whether the credit agency knows your person and address.

#### **Categories of recipients of the data**

Within the LogPay, those divisions get access to your data, which need it to fulfill contractual and legal obligations.

#### *Data processing in the LogPay group*

Specialized divisions in the LogPay Group perform certain processing tasks centrally for the companies affiliated in the group. If there is a contract between you and one or more companies of the LogPay group, your data may be processed centrally by a company of the LogPay group, for example for the central administration of address data, for telephone customer service, for contract and service

processing, for debt collection or for joint mail processing.

#### *Agents*

Insofar as you are being supported by an agent with regard to your contracts, your agent will process the application and contract data required for the conclusion and execution of the contract. LogPay also transmits this data to the agent who supports you, as far as he needs the information for your support.

#### *External Service Provider*

To fulfill its contractual and legal obligations, LogPay partially uses external service providers, which were carefully selected by us:

- Credit agencies to check your details and creditworthiness to avoid a default of payment
- Trade credit insurer to avoid payment default
- Collection agency for the purpose of collecting the claims and enforcing the claim in case you do not meet your payment obligations
- Payment service provider for the execution of payment transactions
- Payment system provider for the purpose of processing a payment
- Mailing service providers for the purpose of sending postal items and electronic communications to you (such as reminders, cards, invoices or notices)
- Telecommunications service provider
- Print service provider
- Mobility service provider for the purpose of conducting ticket sales or asserting claims of the mobility service provider against you
- Your employer for the purpose of managing company tickets
- IT service provider within the scope of an order processing
- Identification provider
- Lawyers for litigation
- Chartered accountant
- Billing service provider
- Translation service provider
- Marketing service provider
- Partners (e.g. toll collectors, mineral oil traders, electricity network operators, electricity filling stations, electricity loading service providers) to carry out a transaction.

If external service providers process your data on our behalf, they are based in the European Economic Area, have been commissioned in writing and are bound by our instructions. They are regularly checked by us. The service providers will not pass on your data to third parties, but will delete them after fulfilment of the contract and the conclusion of statutory storage periods, unless you have consented to storage beyond this.

LogPay Financial Services GmbH works together with the following credit agencies: (1) in Germany with SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, and Creditreform Bielefeld Riegel & Unger KG, Sunderweg 3, D-33649 Bielefeld, (2) in Austria with Bisnode Austria GmbH, Geiselbergstraße 17-19, A-1110 Vienna.

The credit agencies process the data received and also use it for the purpose of profiling (scoring) in order to provide their contractual partners with information, among other things, to assess the creditworthiness of natural persons.

Further information on data processing by the following companies as credit agencies in accordance with Art. 14 GDPR, i.e. information on the business purpose, data storage purposes, data recipients, the right to self-disclosure, the right to deletion or correction etc., can be found on the Internet

- Information from Creditreform Bielefeld Riegel & Unger KG is available at <https://www.creditreform-bielefeld.de/EU-DSGVO/>
- Information from SCHUFA Holding AG is available at <https://www.schufa.de/de/datenschutz-dsgvo/>
- Information from Bisnode Austria GmbH is available at <https://www.bisnode.at/daten-und-sicherheit/nutzung-von-daten/>

The LogPay Financial Services GmbH transmits in accordance with Art. 6 para. 1 lit. f GDPR data on claims not settled despite the due date to SCHUFA Holding AG, if you have been reminded at least twice in writing after the due date of the claim, the first reminder was at least four weeks ago and you have not disputed the claim. This data can be taken into account there in the determination of probability values (scoring).

#### *Other Recipients*

In addition, LogPay may transfer your data to other recipients, such as authorities to comply with legal obligations, court or governmental orders (eg supervisory authorities, financial authorities, law enforcement agencies) or those entities for which you have given consent to transfer data.

#### **Transfer to a third country or international organisation**

Data is transferred to bodies in countries outside the European Union (so-called third countries) if

- it is necessary for the execution of your orders or the fulfilment of the contract
- it is required by law, or
- you have given your consent to LogPay.

#### **Duration of Data Storage**

LogPay processes your data as long as this is necessary to fulfill the above mentioned purposes. It may happen that personal data is kept for the time during which claims can be made against LogPay (legal limitation period of three or up to thirty years). We also store your data as far as we are legally obliged to do so. Corresponding proof and retention obligations arise from the Commercial Code, the Tax Code and the Money Laundering Act, among others. The storage periods are up to ten years.

#### **Rights of affected Person**

You have the right to request information from LogPay at any time about the data stored about you at LogPay (Art. 15 GDPR). In addition, you have the

right to demand correction under the conditions of Art. 16 GDPR and/or deletion under the conditions of Art. 17 GDPR and/or restriction of processing under the conditions of Art. 18 GDPR. Furthermore, under the conditions of Art. 20 GDPR, you can request data transfer at any time and/or, under the conditions of Art. 21 GDPR, you can object to the processing of your personal data at any time with effect for the future.

You can revoke your consent to the processing of data at any time to LogPay. The revocation, however, is generally only effective for the future. Processing that took place before the revocation is not affected.

#### **Do you have an obligation to provide data?**

As part of the business relationship with LogPay, you must provide the data that is necessary for the establishment, implementation and termination of a business relationship and the fulfillment of the associated contractual obligations or that LogPay is obliged to collect. Without this data, LogPay will generally not be able to conclude the contract with you, execute an order or perform an existing contract, so that it may have to terminate the contract.

#### **Automated decision making**

For the establishment and execution of the business relationship, LogPay generally does not use automated decision making in accordance with Art. 22 GDPR, with the exception of the business unit Mobility Services (see below). Should LogPay use these procedures in individual cases, it will inform you separately, if this is required by law.

The decision as to whether risky payment methods (e.g. SEPA direct debit) are possible for LogPay in the business unit Mobility Services is based on an automated decision, so that a manual check of your details by a LogPay employee does not take place separately. During the automated decision your given data will be compared with those of a credit agency and/or your score will be compared with a threshold value set by us. If certain data deviate from those of the credit agency, if no score value was transmitted to us or if your score value does not reach our limit value, certain payment methods are not possible for you. Information available from you about your previous payment history is also taken into account. LogPay uses the automated decision alone to protect itself from possible payment defaults.

With regard to the automated individual decision, you have the right, in accordance with Art. 22 para. 3 GDPR, to have a person intervene on the part of the person responsible, to present his or her own standpoint and to challenge the decision.

#### **Profiling**

LogPay processes your data partially automated with the aim of evaluating certain personal aspects (profiling). The LogPay uses profiling in the following cases, for example:

- Due to legal and regulatory requirements, LogPay is obliged to combat money laundering

and terrorist financing. In this context, data evaluations (e.g. in payment transactions) are also carried out.

- Within the scope of the assessment of your creditworthiness, we use information from credit agencies as well as experience from the previous business relationship or the previous debt relationship with you. In the case of corporate customers, additional data is also included, such as industry, annual results and financial situation.
- In order to be able to inform and advise you specifically about products, LogPay uses evaluation tools. These enable needs-based communication and advertising, including market and opinion research.

#### **Right of Objection**

##### *Right of objection in individual cases*

You have the right to object at any time, for reasons arising from your situation, to the processing of personal data relating to you which is carried out on the basis of Art. 6 para. 1 lit. e GDPR (data processing in the public interest) and Art. 6 para. 1 lit. f GDPR (data processing based on a balancing of interests); this also applies to profiling within the meaning of Art. 4 para. 4 GDPR based on this provision.

If you lodge an objection, we will no longer process your personal data unless we can demonstrate compelling reasons for processing that are worthy of protection and outweigh your interests, rights and freedoms, or unless the processing serves to assert, exercise or defend legal claims.

##### *Right to object to the processing of data for direct marketing purposes*

In individual cases we process your personal data in order to carry out direct advertising. You have the right to object, at any time, to the processing of personal data concerning you for the purpose of such direct marketing, including profiling, to the extent it is connected with such direct marketing.

If you object to processing for the purposes of direct marketing, we will no longer process your personal data for those purposes.

#### **Right of complaint**

You have the opportunity to complain to your local or in other way competent supervisory authority about data protection issues.

The competent supervisory authority for LogPay Financial Services GmbH and LogPay Transport Services GmbH is:

Der Hessische Beauftragte für Datenschutz und Informationsfreiheit, Gustav-Stresemann-Ring 1, 65189 Wiesbaden



# List of Prices and Services for Business Customers of LogPay Financial Services GmbH (hereinafter referred to as "LogPay")

## A. Credit cards

### 1. LogPay Card

#### 1.1. Name of the LogPay Card and contracting companies

Card Name: Cards issued by LogPay, regardless of name, including all LogPay co-branded cards. This includes, for example, the MAN Card.

Contracting companies: Service providers and dealers in the logistics sector.

#### 1.2. Fees

- 1) LogPay is entitled to charge the customer a service fee. The service fee is calculated on the basis of the turnover billed with the LogPay Card. The percentage of the fee is determined by LogPay at its reasonable discretion (sec. 315 of the German Civil Code) unless otherwise agreed in writing between the parties.
- 2) For the provision of the LogPay card, LogPay is entitled to charge the customer revenue-independent fees (in particular, an annual card fee or fees for the reissuance of LogPay cards made necessary by the actions of the customer). The fee amount is determined by LogPay at its own discretion where no other written agreement between the parties is made (sec. 315 of the German Civil Code).
- 3) LogPay is entitled to charge an annual system fee of 19.80 euros. The system fee owed for a calendar year does not apply if the customer achieves an annual minimum turnover of 2,500.00 euros with the LogPay card in the respective calendar year. The calculation date for minimum turnover is the turnover achieved by the end of November of each calendar year. The annual system fee is due on 1 December of each calendar year.
- 4) For each reminder, LogPay is entitled to demand that the customer pay a processing fee of 15.00 euros whenever the customer fails to fulfil its payment obligations to LogPay by the due date. In the case of customer return debit notes, LogPay is also entitled to demand reimbursement of any third-party fees.
- 5) For other financing, deferral and billing services, LogPay is entitled at its own discretion to demand that the customer pay a further bank fee in a reasonable amount (sec. 315 of the German Civil Code) unless otherwise agreed.
- 6) Fees and charges are due immediately unless otherwise agreed.

### 2. Conversion of credit card turnover in foreign currency

For payment transactions in foreign currency from the use of credit cards (e.g., MAN Card, LogPay Card), LogPay will charge based on the exchange rates at which it was debited in euros. The posting date determines the exchange rate used to convert to euros. Both can be taken from the card turnover.

## B. Settlement Procedures

### 1. Fees

- 1) LogPay is entitled to charge an annual system fee of 19.80 euros. The annual system fee shall not apply if the customer achieves an annual minimum turnover of 2,500.00 euros per calendar year in one or more compensation processes. The minimum turnover shall be calculated on the basis of the sum of compensation claims settled by the end of November of each calendar year. The annual system fee is due on 1 December of each calendar year.
- 2) For each reminder, LogPay is entitled to demand that the customer pay a processing fee of 15.00 euros whenever the customer fails to meet its payment obligations to LogPay. In the case of customer return debit notes, LogPay is also entitled to demand reimbursement of any third-party fees.
- 3) Fees and charges are due immediately unless otherwise agreed.

### 2. Billing period

- 1) A billing period in the freight settlement procedure with DB Cargo AG, DB Cargo BTT GmbH und DB Cargo Logistics GmbH comprises any of the periods from the 1st to the 10th (first decade), from the 11th to the 20th (second decade) or from the 21st to the last day of the month (third decade).
- 2) A billing period in the extended freight settlement procedure process with DB Cargo AG, DB Cargo BTT GmbH und DB

Cargo Logistics GmbH comprises the period agreed with the customer.

- 3) A billing period in the settlement procedure with TFG Transfracht GmbH comprises any of the periods from the 1st to the 10th (first decade), from the 11th to the 20th (second decade) or from the 21st to the last day of the month (third decade).
- 4) A billing period in the settlement procedures with Kombiverkehr Deutsche Gesellschaft für kombinierten Güterverkehr mbH & Co KG comprises one month in each case.

### 3. Due date

- 1) The settlement claim in the freight settlement procedures with DB Cargo AG, DB Cargo BTT GmbH und DB Cargo Logistics GmbH is due on the following dates:
  - Settlement claim of the 1st decade: on the 17th of the month
  - Settlement claim of the 2nd decade: on the 27th of the month
  - Settlement claim of the 3rd decade: on the 7th of the following month

Where non-business days fall between the

  - 3rd and 7th days of a month
  - 13th and 17th days of a month
  - 23rd and 27th days of a month,

the due date is shifted by the number of such days.
- 2) The settlement claim in the settlement procedure with TFG Transfracht GmbH is due on the following dates:
  - Settlement claim of the 1st decade: on the 17th day of the month
  - Settlement claim of the 2nd decade: on the 27th day of the month
  - Settlement claim of the 3rd decade: on the 7th day of the following month

Where non-business days fall between the

  - 3rd and 7th days of a month
  - 13th and 17th days of a month
  - 23rd and 27th days of a month,

the due date is shifted by the number of such days.
- 3) The settlement obligation in the settlement procedure with Kombiverkehr Deutsche Gesellschaft für kombinierten Güterverkehr mbH & Co KG is due on the following dates:
 

**Option A:** On the 27th of the current month with 50% of the expected monthly turnover and on the 17th of the following month with the balance.

**Variant B:** On the 17th of the following month with the total amount.

### 4. Securities

In the settlement procedure involving Kombiverkehr Deutsche Gesellschaft für kombinierten Güterverkehr mbH & Co KG, the customer shall provide the following securities:

**Variant A:** for a 1-month billing period (100 %)

**Variant B:** for a 1 ½-month billing period (150 %)

### C. Extrajudicial dispute resolution for entrepreneurs

In the event of disputes between the customer and LogPay over legal issues, the customer may appeal to the courts. If the subject matter of the complaint concerns a dispute arising from the area of application of payment services law (provisions of the Payment Services Supervision Act, sections 675c to 676c of the German Civil Code and article 248 of the Introductory Act to the German Civil Code), there exists the option of lodging a complaint with the Federal Financial Supervisory Authority. Processing rules are available from the Federal Financial Supervisory Authority. The address is: Graurheindorfer Straße 108, 53117 Bonn.

### D. General information relating to the provision of payment services

- 1) Name and address of LogPay Financial Services GmbH  
LogPay Financial Services GmbH  
Schwalbacher Straße 72  
65760 Eschborn  
Telephone contact hours: Mon - Fri 09:00 - 17:00  
Hotline within Germany: 06196 8012 701  
Hotline abroad: +49 6196 8012 701  
Email: [financial@logpay.de](mailto:financial@logpay.de)  
Internet: [www.logpay.de](http://www.logpay.de)  
Blocking cards: Phone: 06196 5822 901  
Email: [sperrten@logpay-ts.de](mailto:sperrten@logpay-ts.de)
- 2) Responsible supervisory authorities  
Supervisory authority responsible for the approval:  
Federal Financial Supervisory Authority,  
Graurheindorfer Straße 108, 53117 Bonn and  
Marie-Curie-Straße 24 -28, 60439 Frankfurt am Main  
(Internet: [www.bafin.de](http://www.bafin.de))  
Supervisory authority responsible for consumer protection:  
Federal Financial Supervisory Authority,  
Graurheindorfer Straße 108, 53117 Bonn and



Marie-Curie-Straße 24-28, 60439 Frankfurt am Main  
(Internet: [www.bafin.de](http://www.bafin.de))

- 3) Entry in the Commercial Register  
Frankfurt am Main district court HRB 55461
- 4) Contract language  
The authoritative language for this contractual relationship and communication with the customer during the term of the contract is German.
- 5) Business days of LogPay Financial Services GmbH  
'Business day' refers to any day on which the payment service providers involved in the execution of a payment transaction are operating the business necessary for the execution of payment transactions. LogPay Financial Services GmbH maintains the business operations necessary for the execution of the payment on all working days in the state of Hesse except Saturdays, Christmas Eve (24th December) and New Year's Eve (31st December).
- 6) Note on the processing of personal data in accordance with the EU Money Transfer Regulation  
The purpose of Regulation (EU) 2015/847 of the European Parliament and of the Council of 20 May 2015 on "information to be provided with transfers of funds" (EU Money Transfer Regulation) is to prevent, detect and investigate money laundering and terrorist financing of transfers of funds. It obligates LogPay Financial Services GmbH to verify and transmit information concerning the ordering party (payer) and beneficiary (payee) when executing money transfers. This information consists of the name and customer identification of the payer and payee and the address of the payer. For transfers of funds within the European Economic Area, the forwarding of the payer's address may be initially waived although, where appropriate, this information may be requested by the payee's payment service provider. When entering names and, if applicable, addresses, LogPay Financial Services GmbH uses the data stored in its systems to comply with legal requirements. The Regulation ensures that the payment transaction data records themselves always clearly identify the payer and the payee. This also means that LogPay Financial Services GmbH must verify payment data, respond to questions from other payment service providers regarding the identity of the payer or payee and, upon request, make this data available to the competent authorities.

# Special conditions for LogPay Settlement Procedure for business customers

## Definition

### Settlement Recipient

Provides transport and/or logistics services or collects its own or third party claims in connection with the above-mentioned services (Services) and is in a contractual relationship with LogPay to enable its customers to participate in the LogPay Settlement Procedure.

### Customer

Contractual partner of LogPay following conclusion of the contract for participation in the LogPay Settlement Procedure, also maintaining a business relationship with the Settlement Recipient and using the Services of this Settlement Recipient and/or a service partner of the Settlement Recipient.

### Payment Obligations

All payment obligations of the customer vis-à-vis the Settlement Recipient or a service partner of the Settlement Recipient arising from the business relationship of the Customer with this Settlement Recipient or a service partner of the Settlement Recipient as a result of the use of Services by the Customer which the Settlement Recipient asserts in its own name and for its own account or in the name and for the account of its service partners and which are processed by LogPay in the LogPay Settlement Procedure.

### LogPay Settlement Procedure

Process by means of which LogPay settles the customer's Payment Obligations to the Settlement Recipient or the service partner of the Settlement Recipient, thereby releasing the Customer from its Payment Obligations and acquiring its own claim (Settlement Claim) against the Customer. The name or legal form of the respective LogPay Settlement Procedure is irrelevant. The respective LogPay Settlement Procedure can be limited to individual products or services.

### Settlement

Invoice, billing or statement of services provided by the Settlement Recipient or the service partner of the Settlement Recipient for the use of Services by the Customer.

## 1. Participation in the LogPay Settlement Procedure

- 1.1. Participation in the LogPay Settlement Procedure requires a confirmation of participation issued by LogPay. The Customer waives the receipt of the confirmation of participation. The contract for participation in the LogPay Settlement Procedure between LogPay and the Customer comes about through receipt of the confirmation of participation by the Settlement Recipient. LogPay shall immediately inform the Customer about this.
- 1.2. In the event that different LogPay Settlement Procedure are offered to the same Settlement Recipient or if a certain LogPay Settlement Procedure is discontinued, LogPay is authorized to change the Customer at any time from one LogPay Settlement Procedure to another LogPay Settlement Procedure and to make the necessary declarations. A change in the contractual conditions agreed in the relationship between LogPay and the Customer shall not be connected in this case.

## 2. Settlement Number

Upon confirmation of participation in the LogPay Settlement Procedure, LogPay will provide the Customer with a Settlement Number. The Settlement Number is used for the rapid identification of the individual payment and booking transactions and thus for the correct and timely processing of the LogPay Settlement Procedure. The Customer is therefore required to provide the Settlement Number in all payment and correspondence with both LogPay and the Settlement Recipient.

## 3. Services performed by LogPay in the LogPay Settlement Procedure

On behalf and in the name of the Customer, LogPay settles its Payment Obligations up to the maximum settlement amount on the basis of the billing statements. LogPay is entitled but not obligated to settle Payment Obligations that exceed the maximum settlement amount determined in accordance with Section 5.

## 4. Order and Settlement claim by LogPay against the Customer

- 4.1. By transmitting the payment liability through the Settlement Recipient to LogPay, the Customer instructs LogPay to pay the Settlement Recipient the amount resulting from the payment liability. Also included in this order is the express consent that LogPay process and store personal customer data (from its database) necessary for the execution of the order.
- 4.2. For each Payment Obligation to be settled by LogPay on behalf and in the name of the Customer, LogPay has a Settlement Claim against the customer (advance payment claim according to sec. 669 of the German Civil Code). The amount of the Settlement Claim corresponds to the respective payment by LogPay to the Settlement Recipient necessary for the execution of the order according to section 7 sentence 3. Sections 17.2 and 9 of the General Terms and Conditions remain unaffected.

## 5. Determination of the maximum settlement amount for the LogPay Settlement Procedure

- 5.1. LogPay will determine a maximum settlement amount for the respective LogPay Settlement Procedure, taking into account the information provided by the Customer and/or the Settlement Recipient. The maximum settlement amount is based on the total amount of payment liabilities expected for a billing period. The billing period is determined by the List of Prices and Services.
- 5.2. LogPay is entitled to a unilateral reassessment of the maximum settlement amount if the Payment Obligations permanently exceed and/or fall below the maximum settlement amount (deviation). A discrepancy exists if the maximum settlement amount is exceeded and/or not reached on the regular billing dates. The regular billing date is determined by agreement with the Customer or by the List of Prices and Services. LogPay will take into account the legitimate concerns of the Customer (e.g., seasonal fluctuation of the amount of Payment Obligations) when setting the new maximum settlement amount.
- 5.3. LogPay will inform the Customer immediately in text form regarding the determination of the maximum settlement amount as well as any possible redetermination of this amount. The determination and any redetermination of the maximum settlement amount shall take effect vis-à-vis the Customer upon receipt of the notification by the Settlement Recipient.
- 5.4. Where regular advance payments have been agreed with the Customer, this constitutes a contractual advance claim by LogPay within the meaning of sec. 669 of the German Civil Code. The amount of the advance to be paid by the Customer corresponds to the amount of the respective maximum settlement amount unless otherwise agreed with the Customer. If the Payment Obligations have reached an amount of at least 80% of the unused advances, LogPay is entitled to set an early date for payment of the subsequent advance claim and to collect this payment from the customer. Any surplus from advances may be offset against the subsequent advance claim. LogPay is entitled to offset any overpaid advances at any time with other claims by LogPay against the Customer.

## 6. Interruption of some or all LogPay Settlement Procedure

- 6.1. LogPay has the right to interrupt some or all of the LogPay Settlement Procedure involving the Customer with immediate effect against the affected Settlement Recipient(s) in the event of a breach of the maximum settlement amount, a return debit, a delay in payment, a revocation of the SEPA corporate direct debit mandate of the Customer, a loss of credit securities or credit insurance or other disruption of the trust relationship (e.g., concern over the suspension of payments) within a LogPay Settlement Procedure; alternatively, LogPay is entitled to terminate the contract for good cause according to section 17.2 of the General Terms and Conditions. LogPay is entitled to an immediate interruption but will take into account the legitimate interests of the customer when exercising this right. LogPay is authorized to switch the customer from one LogPay Settlement Procedure to another LogPay Settlement Procedure in the event of a block.
- 6.2. LogPay may continue to settle Payment Obligations arising during the interruption of the LogPay Settlement Procedure(s) in accordance with paragraph 3 unless LogPay rejects the settlement in written communication to the Customer.

Refusal of the Settlement shall become effective only upon receipt of the written declaration of refusal by the Customer.

- 6.3. The interruption of the LogPay Settlement Procedure (s) shall become effective vis-à-vis the Customer upon receipt of the interruption notification in text form by the affected Settlement Recipient(s). LogPay shall immediately inform the Customer regarding the interruption.
- 6.4. The right to terminate the contract for good cause according to section 17.2 of the General Terms and Conditions remains unaffected.
- 6.5. In the event that the maximum settlement amount is exceeded or in the event of an interruption, LogPay is entitled to immediate settlement of all accrued and not yet collected Settlement Claims against the Customer in accordance with Section 4.2 and to set an early date for their payment. This does not exclude assertion of further damages. The legitimate interests of the Customer must be taken into account.
- 6.6. LogPay has the right at any time to re-admit the Customer's participation in the LogPay Settlement Procedure (s) and to end the interruption of the LogPay Settlement Procedure (s).

#### 7. Due date of the Settlement Claim, invoicing

In accordance with section 5.4 of the General Terms and Conditions of Business, the billing date can be found in the List of Prices and Services. The invoice forms the basis for the respective Settlement Claim of LogPay against the Customer and also serves as LogPay's invoice for the Settlement Claim. The LogPay does not issue a separate invoice for the Settlement Claim.

#### 8. Billing control, complaints, service disruptions, objections and defenses, reversals

- 8.1. In the event of complaints over billing, possible objections or defenses, or deficiencies in performance on the part of the Settlement Recipient or the service partner of the Settlement Recipient, the Customer shall contact the Settlement Recipient or the service partner of the Settlement Recipient. LogPay shall provide the Customer with all possible support. Performance disruption by the Settlement Recipient or the service partner of the Settlement Recipient shall have no effect on the Customer's obligations to make payment to LogPay. Likewise, complaints or other objections and defenses to which the Customer is entitled against the Settlement Recipient or the service partner of the Settlement Recipient do not affect the Customer's obligations to make payment to LogPay.
- 8.2. In the event of unjustified enrichment of the Settlement Recipient or the service partner of the Settlement Recipient, the Customer shall confront the party or comply with these obligations. LogPay shall avoid rescission based on unjust enrichment.

#### 9. Supplementary provisions regarding termination for good cause

- 9.1. Good cause in accordance with section 17.2 of the General Terms and Conditions shall also be deemed to exist if
  - a direct debit is returned for lack of funds or if the SEPA direct debit mandate is revoked, or
  - the contractual relationship between LogPay and the Settlement Recipient underlying the LogPay compensation process is terminated.
- 9.2. In the event of termination for good cause, LogPay shall grant the Customer a reasonable period of time for settlement unless immediate settlement is required.

#### 10. Miscellaneous

- 10.1. LogPay is entitled to enter into obligations to finance its business operations and for this purpose to assign claims from the business relationship between LogPay and the Customer to the affected contractual partners.
- 10.2. In the name of the Customer or in its own name, LogPay is entitled at any time to request invoicing documents, single trip proof or other invoicing documents from the Customer or directly from the Settlement Recipients or the service partners of the Settlement Recipients in order, for example, to be able to review the justification of the claims settled against the Customers. LogPay is not obligated to do so, however.
- 10.3. In the case of non-executed, incorrect or delayed payment transactions, LogPay's liability for damages exceeding the

refund and credit claims, regardless of any existing legal claims for refunds or credits, is limited to 12,500 euros. This limitation of liability does not apply to intent and gross negligence, interest losses or risks that LogPay has specifically assumed.

- 10.4. The Customer agrees that LogPay shall retain the compensation, contributions and any reimbursement of compensation paid to it by the Settlement Recipient unless LogPay is entitled under regulatory requirements to accept these allocations. In this respect, the Customer and LogPay agree, contrary to the statutory regulation of the right of agency (Sections 675 para. 1, 667 German Civil Code) that a claim by the Customer against LogPay for the return of the compensation, contributions and reimbursement of expenses does not arise.
- 10.5. The Customer's rights arising from the LogPay Settlement Procedure are not transferable.

To  
LogPay Financial Services GmbH  
Schwalbacher Straße 72  
65760 Eschborn, Germany

Guarantor:

\_\_\_\_\_

\_\_\_\_\_

Surety No.: \_\_\_\_\_

## Payment Guarantee

LogPay Financial Services GmbH supplies its customers one or more than one arrangement for cashless payment of transport-related debts. LogPay Financial Services GmbH, on the order of the customer, settles the debts of the customer towards the contractual parties of the customer. These include debts of the customer due to freight services, fuel supplies and related services and products, charging current, parking as well as tolls.

The company \_\_\_\_\_ in \_\_\_\_\_  
commercial register and number: \_\_\_\_\_  
(hereinafter referred to as the *Principal Debtor*)

is a party to the above arrangement or arrangements supplied by LogPay Financial Services GmbH (hereinafter referred to as the *Creditor*). The Creditor will incur continuous claims against the Principal Debtor through its undertaking to fulfil the debts of the Principal Debtor in the course of the above arrangements.

We hereby undertake absolute guarantee (*selbstschuldnerische Bürgschaft auf erstes Anfordern*) **up to the amount stated below** for all existing, future and conditional debts including all associated debts (interest, expenses etc.) to the Creditor against the Principal Debtor from the above business relationship towards the Creditor and the respective holder of the claim as a third-party beneficiary thereof while waiving the defence of voidability, set-off and unexhausted remedies (§§ 770 Para 1, Para 2, 771, 773 German Civil Code [BGB])

EURO \_\_\_\_\_

(in words: EURO \_\_\_\_\_)

The waiver of defence of set-off does not refer to counterclaims that have not been contested or that have been confirmed by litigation.

This guarantee is payable on the first written demand at the Creditor's simultaneous declaration that the claim the Creditor has exercised is due for payment and that the Principal Debtor has not followed on its contractual obligations from the above legal relationship to the amount of the claim the Creditor has exercised.

Insofar as claims of the Creditor against the Principal Debtor arise in current account, the guarantee shall remain in force even if the principal debt is temporarily repaid.

This guarantee shall additionally apply to any other declarations of guarantee that we should submit.

This guarantee shall remain unaltered in any alteration of the Principal Debtor's company or legal status.

This guarantee shall be valid from the date of issuance and shall expire on the return of the guarantee to us.

This guarantee is a guarantee in the meaning of §§ 765 et seqq German Civil Code (BGB).

The law of the Federal Republic of Germany alone shall apply to this guarantee. The place of exclusive jurisdiction shall be in Frankfurt am Main.

\_\_\_\_\_  
(Place / Date)

\_\_\_\_\_  
(Guarantor / Signatures)

Per Address:  
LogPay Financial Services GmbH  
Schwalbacher Straße 72  
65760 Eschborn

## Declaration of Purpose for Securities

for

Company .....  
in .....  
Customer No.: .....

hereinafter referred to as the “Main Debtor”

The above Main Debtor is in a business relationship with LogPay Financial Services GmbH and/or LogPay Transport Services GmbH. The security provided for this purpose shall serve to secure all current, future and conditional claims from LogPay Financial Services GmbH and/or LogPay Transport Services GmbH against the Main Debtor from the above business relationship, including insofar as they have been assigned to LogPay Financial Services GmbH.

LogPay Financial Services GmbH shall also act in its own name as a trustee in maintaining the security for LogPay Transport Services GmbH. LogPay Financial Services GmbH shall be entitled to issue or receive any declarations or take any actions as expedient or necessary for administration on behalf of LogPay Transport Services GmbH.

LogPay Financial Services GmbH owns the right to claims on the deposit, and the obligation to satisfy claims on repayment. The deposit agreement is limited to one year. It shall extend tacitly by one year at the end of each period. The deposit shall only be due for repayment if the agreement upon which the deposit is based has been terminated before expiry, but not before six months have passed after termination of the business relationship. This shall not apply where counterclaims may be offset.

Deposit repayment shall be limited to the settlement of all claims that have arisen. Claims to repayment of the deposit are not assignable.

The guarantor shall pay the deposit stated above on its own behalf insofar as the guarantor is not the Main Debtor by way of assumption of debt. Deposits may be paid or released to the Main Debtor unless the Main Debtor has given other instructions. This Agreement shall continue to apply on changes in name or legal status of the Main Debtor.

The laws of the Federal Republic of Germany shall apply. Frankfurt am Main shall have court jurisdiction.

.....  
(Place, date)

.....  
(Company, signature of guarantor)