



General terms and conditions of Partnership and Use for Steuerberater

Last update : 18 November 2025

These General Terms and Conditions of Partnership and Use ("**AGB**") are entered into between:

PennyLane GmbH, a limited liability company registered with the commercial register of the local court of Munich under number HRB 300552, with its registered office at Oskar-von-Miller-Ring 20, 80333 München, Germany, hereinafter referred to as "**PennyLane**", and

the Partner, being a person or company authorized to provide professional assistance in tax matters in accordance with § 3 of the German Law for an Order for Tax Advisors (*Steuerberatungsgesetz*), acting within the scope of its activity for professional purposes on its own behalf and on behalf of its Users, hereinafter referred to as the "**Partner**".

and concern the provision to the Partner and their Users of a SaaS platform developed and marketed by PennyLane under the same name (the "**Solution**").

PennyLane and the Partner are each a "**Party**" and together the "**Parties**".

Subscribing to the Solution takes place exclusively online in the form of a subscription licence. The Partner is invited to carefully read these AGB communicated online by PennyLane before accepting them. These AGB also govern any access of the Solution during a trial period (POC).

Article 1. Definitions

Affiliated Integrator: means a Solution integrator duly authorised by PennyLane.

Advanced Plans (coming soon): means plans giving the Partner access to the Solution in order to carry out accounting or tax consulting tasks on the platform and giving the End Client access to advanced features of the Solution.

AI Features: means features incorporating generative artificial intelligence technology, identified as such in the Solution, documentation, or on PennyLane's website, and made available by PennyLane.

Anomaly: means any malfunction of the Solution in relation to the Documentation, including purely technical issues, which is reproducible and attributable to the Solution, and which materially prevents access to or normal use of all or part of the Solution's functionalities or materially affects its results.

Availability Date: means the date when the Solution is made available to the Partner by PennyLane, evidenced by PennyLane sending the Partner Account creation email to the Partner.

Solution: means the SaaS platform whose features are described on the Website and in the Documentation, developed and marketed by PennyLane including Updates, and for which the Partner uses the Licence under these AGB.



Business Hours: Monday to Friday, from 9:00 AM to 6:00 PM CET, excluding public holidays in Germany.

Collaborative Plan: means the plan giving the Partner access to the Solution allowing him to carry out accounting or tax consulting tasks on the platform, and giving restricted access to the End Client for the purpose of collaboration with the Partner.

Confidential Information: means any information of any nature (commercial, industrial, technical, financial, etc.), disclosed by one Party (the "Disclosing Party") to the other Party (the "Recipient") under these AGB, in writing or orally. The Parties' Confidential Information includes, without limitation, personal data, Documentation, the Solution, all Solution codes, all computer programmes provided with the Solution, and all algorithms, methods, techniques, and processes disclosed or used in the execution of these AGB. Confidential Information does not include information that (a) was independently developed by the Recipient without using Confidential Information from the Disclosing Party, (b) is brought to the Recipient's attention, without restriction, by a third party who had the right to disclose such information, (c) was in the public domain at the time of disclosure or entered the public domain not due to an act or omission of the Recipient, or (d) was legitimately known by the Recipient, without restriction, at the time of disclosure.

Direct End Client: means an End Client who is granted a right to use the Solution by PennyLane and who pays the corresponding price directly to PennyLane.

Documentation: means the description of specifications and instructions for using the Solution as made available to the Partner online on PennyLane's Website. Any other documentation is excluded, particularly commercial, promotional and/or training documentation.

End Client: means a client of the Partner, bound by an engagement letter with the Partner.

File: refers to an End Client's file in the Solution for which the Partner uses the Solution as part of its mission for this End Client. The date on which the File is made available begins on the date of validation of the creation of the File to the Partner or the date of attachment of the File to the Partner in the Solution, as indicated by the PennyLane audit log. This date is independent of the availability of the File for the End Client or access to the Solution by the End Client. A File is open until it is closed by the Partner in the Solution.

GDPR: means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

General Terms and Conditions of Partnership and Use or AGB: means these general terms and conditions of partnership and use and their appendices as well as the Order Form and any other document that may have been brought to the Partner's attention during the conclusion or execution of the Terms.

General Terms and Conditions of Service and Use or GTCU: means the general terms and conditions of service and use applicable to the End Client, accepted by the End Client at the moment of the creation of its client account.

Indirect End Client: means an End Client who is granted a right to use the Solution by PennyLane but who has no payment obligation towards PennyLane, either because End Client accesses the



Solution through a Collaborative Plan or because their subscription is billed by the Partner or a third party (for example, an Affiliated Integrator).

Licence: means the right to access the Solution granted by Pennylane to the Partner and its Users, as described in Article 4 of the AGB.

Online Support Platform: means a platform made available to Users to provide them with the Support Service defined in Appendix 3-A.

Order Form: means the specific terms relating to the Partner's subscription to the Solution including the type of subscription chosen, features, and applicable price. Each Order Form is governed by the terms of these AGB.

Partner Account: means an account created in accordance with Article 4.3 based on information provided by the Partner, to allow the Partner to access the Solution.

Partner Data: means data, files, attachments, texts, images, and other types of content owned or controlled by the Partner, which are entered, submitted, completed, transmitted, collected, stored, sent or received by the Partner and its Users in the context of using the Solution or executing these AGB.

Personal Data: means Data relating to an identified or identifiable natural person.

Professional Services: refers to services related to the Solution offered by Pennylane such as migration, support, data restoration, training and/or import of accounting entry files.

Partner: means a person or company authorized to provide professional assistance in tax matters in accordance with § 3 of the German Law for an Order for Tax Advisors (*Steuerberatungsgesetz*), represented by any person authorised for the purposes of accepting the AGB.

Pennylane Academy: means Pennylane's training platform providing educational content and resources to Users about the use of the Solution.

Plan: means a subscription formula for the Solution, defined notably by its features and price.

Privacy Policy: means Pennylane's privacy policy intended to inform data subjects about the processing of their personal data. The Privacy Policy is accessible at URL <https://www.pennylane.com/de/legal/privacy>.

Related Services: means services related to the provision of the Solution by Pennylane to the Partner, namely Support Services, account management, training, maintenance, research and development, evolution, and optimisation of the Solution.

Solution: means the SaaS platform whose features are described on the Website and in the Documentation, developed and marketed by Pennylane including Updates, and for which the Partner uses the Licence under these AGB.

Support Services: means the services described in Appendix 3 consisting of responding to Users' requests regarding the Solution.



Third-Party Online Service: means an online service provided by a third party, connected to the Solution through connectors provided by Pennylane, allowing data from this service to be aggregated in the Solution and/or Partner Data to be exported to this service.

Updates: means successive partial or complete versions of the Solution that may include, in particular, Anomaly corrections, adaptations and/or improvements, provided by Pennylane under these AGB.

Users: means persons authorised by the Partner to use the Solution and acting under its responsibility, i.e., either employees, collaborators, or corporate officers of the Partner acting within the framework of their employment contract, corporate mandate, or commitment to the Partner. Users have a right to access the Solution granted by the Partner and under the Partner's responsibility.

User Account: means an account created for and assigned to a specific User, allowing them to access and use the Solution according to the permissions granted by the Partner.

Website: means Pennylane's website with URL <https://www.pennylane.com/> or any other address that may replace it.

Article 2. Purpose of the AGB, Conclusion of the contract

- 2.1. Purpose of the AGB.** The purpose of the AGB is to determine and govern the terms under which (i) Pennylane provides a Licence of the Solution to the Partner and (ii) the Partner accesses and uses the Solution in collaboration with its End Clients.
- 2.2. Conclusion of the contract.** The AGB are communicated and submitted for the Partner's acceptance during the creation of the Partner Account. By checking the designated box and/or signing the applicable Order Form, the Partner acknowledges having read and declares accepting without reservation all of these AGB. The Partner can find a copy of the applicable AGB on a durable medium, namely in PDF format, on the Website, and may at any time consult, store, or print it. The Partner acknowledges having performed all customary verifications before making any commitment and declares having received all necessary information allowing them to evaluate the Solution's compliance with their own internal needs. Access to and use of the Solution entails the express and unreserved acceptance of all AGB by the Partner and Users.
- 2.3.** Until the "Accept and Proceed" button is clicked, the Partner can cancel the online contract conclusion at any time or change the information provided by clicking on the back button and deleting, adding, or correcting the information provided in the various fields, or by closing their web browser or the tab or the app. After the contract is concluded, the Partner can change the information provided in their Partner account made available by Pennylane within the Solution at any time.
- 2.4.** By checking the designated box and /or signing the applicable Order Form, the Partner makes a legally binding offer to Pennylane to conclude the contract ("Offer"). Pennylane will send the Partner an acknowledgement of receipt of the Offer as part of the online contract conclusion via the Website application ("Confirmation of Receipt") without delay after receipt of the Offer by Pennylane. However, this Confirmation of Receipt does not yet constitute acceptance of the Partner's Offer. A contract between Pennylane and the Partner is only concluded when Pennylane has accepted the Offer. The declaration of acceptance by Pennylane is made by providing access to the Solution ("Conclusion of Contract").
- 2.5.** Pennylane stores the text of the AGB in its website together with all previous versions.



- 2.6. The AGB language is English. The English version of these AGB and any Order Forms is the only legally binding version. Any translations, including the German version, are provided for information purposes only. In the event of any inconsistency or discrepancy between language versions, the English version shall prevail.

Article 3. Versions, Modifications of the AGB

- 3.1. **Version.** The version of the AGB applicable to the Partner is the one in force on the day of their acceptance by the Partner, as potentially modified subsequently under the conditions described below.
- 3.2. **Modification.** The AGB may be modified by Pennylane, who will notify the Partner of any modifications two (2) months before their entry into force. This notification must be communicated in writing, by email, or through the Website.
- 3.3. **Acceptance or rejection of modifications by the Partner.** If the Partner disagrees with one or more modifications of these AGB, the Partner may terminate these AGB extraordinarily without charge. This termination shall be the Partner's exclusive remedy. If Pennylane does not receive a termination request within two (2) months following the notification of modifications, the Partner will be deemed to have accepted these modifications. In the event of modification of the AGB made necessary by law or any regulation, the AGB will be deemed modified as of right, and Pennylane will inform the Partner of the modifications made, it being understood that the Partner remains free to terminate the AGB in accordance with Article 8.2.1.

Article 4. Access and Use

- 4.1. **Right to Use the Solution.** Subject to the Partner's acceptance of the AGB and payment of the subscription price, Pennylane grants the Partner a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable and personal right to access the Solution, in accordance with the Documentation (the "**Licence**"). The Licence is granted to the Partner from the Availability Date of the Solution until the expiration or termination of the AGB in accordance with Article 8.2.
- 4.2. **Access to the Solution.** The Solution is accessible through the Website (by clicking on the "login" button) or directly via the URL: <https://app.pennylane.com/>. The Partner acknowledges:
- that they have the necessary competence and means to access and use the Solution, in particular that they have Internet access, previously subscribed with the provider of their choice, the cost of which is their responsibility;
 - That the quality and reliability of transmissions depend on the network infrastructures through which transmissions travel, and are unpredictable, which may lead to network failures or saturation, making it impossible for the Partner to access the Solution;
 - that it is their responsibility to ensure the security of their terminal equipment and Partner Data, software, or any other equipment at their disposal, particularly against any virus contamination or intrusion attempts of which they may be victim;
 - that any equipment connected to the Website or the Solution is and remains under their full responsibility, particularly in case of damage resulting directly or indirectly from their connection to the Website or the Solution;
 - that they are responsible for access and use of the Solution by Users and guarantee Users' compliance with the AGB.
- 4.3. **Partner Account.** Access to and use of the Solution by the Partner requires that the Partner has a Partner account created using the Partner's information communicated to Pennylane (the "Partner Account"). This information must be complete, accurate, and up-to-date, which the Partner guarantees. In case of any change to the provided information, the Partner undertakes to update their



information to maintain its accuracy. The Partner remains solely responsible for any use that could be made of their Partner Account, except in case of data breach resulting from Pennylane's failure. The Partner undertakes to keep their Users' passwords strictly confidential and to immediately notify Pennylane if any of these passwords becomes compromised or disclosed. The email address linked to the Partner Account must remain valid for as long as the Partner Account exists, so that the Partner can use the Solution. A Partner Account creation confirmation message will be automatically sent by email to the provided address. The creation of the Partner Account will be validated by the Partner's activation of the link contained in the aforementioned confirmation message. Once the Partner Account is created, the Partner's User Accounts can be created so that Users can access the Solution. The Partner is solely responsible for defining, managing, and monitoring access rights to the Solution by its Users, and for any acts and omissions of its Users.

- 4.4. User Account.** Access to and use of the Solution by the User requires that the User has a User Account. Each User Account is specific to the email address provided and cannot be shared with other Users. The User Account also allows the User to access the Pennylane Academy website to access Solution training services in accordance with the Pennylane Academy terms of use and these AGB. User Account information must be complete, accurate, and up-to-date, which the User guarantees. The Partner remains responsible for any use that could be made of their Users' User Accounts, and consequently undertakes to ensure that their password remains strictly confidential and to immediately notify Pennylane if it becomes compromised or disclosed. The User's email address must remain valid for as long as the User Account exists so that the User can access the Solution. The Partner may grant certain Users administration and management rights to the Partner Account through the assignment of "administrator" role. The 'administrator' role allows Users to invite new Users and to carry out administrative operations on Files. The Partner is solely responsible for the assignment of administration and management rights granted to its Users and for the actions performed by these Users.
- 4.5. Restrictions on the Licence.** The Partner is authorised to use the Solution only within the scope of the Licence and within the limits of the applicable Plan. The Partner shall not and shall prohibit its Users from (i) pledging, encumbering, sharing, renting, selling, disclosing login credentials, or making the Solution available in any other way to any third party who is not a User, (ii) creating or allowing anyone to create any computer programme similar to the Solution, (iii) using the Solution for any purpose other than professional, particularly for needs other than those strictly related to their professional activity, (iv) reverse engineering, disassembling, decompiling, or attempting to discover the source code of the Solution, (v) copying, reproducing, manufacturing, imitating, creating derivative works, translating, localising, porting, or modifying in any other way the source code and/or database structure of the Solution, or engaging any other person to perform similar activities, (vi) performing load testing on the Solution (high volume of requests), and (vii) infringing in any other way Pennylane's intellectual property rights in the Solution.
- 4.6. Suspension of the Licence.** Pennylane reserves the right to suspend the Licence of the Partner or any User (i) in the event of a breach of Partner Data or a security vulnerability, in order to protect the Partner Data until the breach has ceased, (ii) for any breach by the Partner or its Users of the AGB, or (iii) for any act or omission inappropriate for the Solution or for any other User or the Partner. To the extent possible and except in emergency situations, Pennylane will grant the Partner a period of five (5) business days from Pennylane's notification of the breach in question to remedy it, before suspending the Licence of the Solution. This period may be extended with Pennylane's written agreement. In this case, the Parties shall cooperate to resolve the issue within a reasonable time, and Pennylane shall restore the Partner's access to the Solution as soon as possible. During the suspension period, the Price remains due by the Partner. In the event of suspension, Pennylane is



relieved of its obligation to provide the Solution and cannot be held responsible for any consequences of the suspension.

Article 5. Intellectual Property

5.1. Pennylane's Intellectual Property. Pennylane holds all intellectual property rights in the Solution. Pennylane owns and retains all intellectual property rights and titles relating to the Solution, including all copyrights, patents, trade secret rights, trademarks, and other related intellectual property rights. The Partner does not acquire any ownership rights or title of any kind in the Solution, except for the Licence. The Partner shall refrain from any act or behaviour that may directly or indirectly infringe the intellectual property rights in the Solution, as well as in associated trademarks. Any use not expressly authorised by Pennylane under these terms is unlawful. The Partner must not remove, conceal, or modify any copyright notices, trademark notices, or notices relating to any other property right affixed to or included within the Solution.

Partner grants Pennylane a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Solution any suggestion, recommendation, correction, or other feedback provided by Partner or Users relating to the operation of the Solution.

5.2. Protection of the Partner in Case of Third-Party Action

5.2.1. Defence Obligation. In the event of a claim brought by a third party against the Partner on the grounds that the Solution infringes a third party's intellectual property right that existed prior to the Availability Date, Pennylane shall defend the Partner and undertakes to pay or reimburse the Partner for all damages, costs, and expenses that the Partner would be ordered to pay to such third party by a final court decision rendered by a competent jurisdiction, or that would be agreed upon through a settlement agreement with Pennylane's prior approval. This obligation shall only be valid on the condition that the Partner: (1) immediately notifies Pennylane in writing of such claim; (2) grants Pennylane exclusive control over the defence and settlement of the claim, including the right to settle, and (3) provides Pennylane, at the latter's expense, with all assistance, information, and powers reasonably necessary for the defence and settlement of the claim. Pennylane shall only assume the costs of legal proceedings or amicable settlement that it has expressly accepted in writing.

5.2.2. Exceptions. Pennylane's obligations as stipulated in Article 5.2.1 above do not apply to damages, costs, and expenses resulting from (1) any use of the Solution exceeding the scope of the Licence granted by these AGB, (2) any modification or derivative work of the Solution made by or for the Partner, (3) the use of an obsolete infringing version of the Solution (or a component thereof) by the Partner after Pennylane has released a non-infringing version, or (4) any use or combination of the Solution with any technology, software, or computer hardware not provided by Pennylane (including any Third-Party Online Service), where the alleged infringement could have been avoided by using the Solution without such technology, software, or computer hardware.

5.2.3. Remedies. In the event of a claim subject to Article 5.2.1 without the exceptions provided in Article 5.2.2 being applicable, or if Pennylane believes that a claim is likely, Pennylane may, at its discretion: (1) grant the Partner a Licence allowing them to continue using the Solution, or (2) replace or modify the Solution to make it non-infringing, provided that the replacement Solution is substantially similar to the Solution. In the event Pennylane determines that these solutions cannot be reasonably implemented, Pennylane may choose to terminate these AGB, in which case the Partner shall be entitled to receive a pro-rata refund of amounts already paid to Pennylane for the Licence for the current month. In the event Pennylane chooses one of the options in this Article 5.2.3, the solution thus chosen shall constitute the Partner's sole and exclusive remedy for a claim of intellectual property infringement.



5.2.4. The provisions of this Article 5.2 set the limits of Pennylane's liability related to an intellectual property infringement resulting from the use of the Solution.

5.3. Partner Data Ownership and Use

5.3.1. Partner Data Ownership. The Partner is and remains at all times the owner of the Partner Data. The Partner undertakes to insert into the Solution only legal data that is not contrary to public order and moral standards. The Partner shall not upload via the Solution any data protected by copyright, trademarks, or any other property right, without having first obtained all necessary rights, permits, and authorisations to (a) make such data available via the Solution and (b) grant Pennylane the limited right to use such data for the purposes of these AGB. The Partner shall indemnify Pennylane against any claims based on the use of Partner Data and shall bear the costs related to Pennylane's defence rights as well as those resulting from any potential court decision.

5.3.2. Limited Rights of Use of Partner Data by Pennylane. In the context of executing these AGB, the Partner authorises Pennylane to collect, store, and process Partner Data, directly or through its subcontractors, in accordance with the Data Processing Agreement (Appendix 1), solely for the purposes of (i) providing the Solution and Related Services under these AGB; (ii) monitoring, detecting, preventing, reducing, or handling fraud, managing backups and security incidents or Anomalies, creating statistics regarding the use of the Solution, improving the Solution and Related Services, and suggesting such improvements to the Partner, and (iii) complying with Pennylane's legal or contractual obligations.

5.3.3. Restoration of Partner Data by Pennylane. Users who wish to restore Data deleted by themselves or by one of their Users from the Solution must inform Pennylane within thirty (30) days from the date of deletion of said Data by the User. Pennylane reserves the right to charge the Partner additional fees for providing this restoration service, which the Partner undertakes to pay in accordance with the terms agreed in writing between the Parties. Pennylane is bound by an obligation of means under these Terms and disclaims any responsibility regarding the adequacy and characteristics of this restoration service. This service is provided without any warranty or representation whatsoever. The Partner agrees to cooperate with Pennylane in the provision of this service, particularly by providing the necessary information allowing Pennylane to perform the restoration, such as the documents to be restored and deletion dates. Pennylane reserves the right to refuse a restoration request.

Article 6. Professional Services

6.1. Definition. In the context of providing the Solution, Pennylane may be required to provide certain Professional Services as set forth, where applicable, in the relevant Order Form. This article governs the provision of such Professional Services by Pennylane.

6.2. Restoration of Partner Data. The administrator user who wishes to restore Data from the Solution or from the audit log that has been deleted by themselves or one of their Users on the Solution must inform Pennylane within thirty (30) days from the date the said Data was deleted by the User. Any restoration carried out by Pennylane will incur additional fees payable by the Partner. Pennylane reserves the right to refuse a restoration request.

6.3. Intellectual property. The provision of Professional Services does not entail any transfer of intellectual property rights from one Party to the other. Pennylane retains all intellectual property rights to its methods, know-how, and to the Professional Services and deliverables provided under these AGB. Pennylane reserves the right to provide Professional Services of the same or similar nature to other clients.



- 6.4. **Payment.** The Partner undertakes to pay Pennylane the price of the Professional Services invoiced to the Partner in accordance with the terms agreed in writing between the Parties.
- 6.5. **Disclaimer of Warranty.** Pennylane provides services only under these AGB and disclaims all liability regarding the adequacy, availability, and characteristics of the Professional Services. The Professional Services are provided without warranty or representation.
- 6.6. **Cooperation.** The Partner will cooperate with Pennylane in the provision of the Professional Services, notably by providing the necessary information and responses to Pennylane's questions, by providing the necessary access to third-party solutions, by participating, as applicable, in data migration testing and validation processes, and by ensuring that all information provided by the Partner is accurate.

Article 7. Obligations of the Parties

7.1. Pennylane's Obligations

- 7.1.1. **Availability.** Pennylane dimensions its hosting infrastructures, equipment, and systems to deliver the Solution under the best conditions of security and accessibility. Pennylane undertakes to make the Solution available to the Partner under the availability conditions defined in the service level agreement annexed to these AGB (Appendix 2, SLA), which provides for Solution availability of 99.9%. If the Solution's availability is below 99.9%, Pennylane will make SLA credits available to the Partner under the terms defined in Appendix 2 to compensate the Partner for the Solution's unavailability. If the Solution's availability falls below 90%, the Partner may terminate these AGB immediately without charge. The Partner shall be entitled to receive a pro-rata refund of the amount already paid to Pennylane for the Licence for the current month.
- 7.1.2. **Updates.** Updates will be made available to the Partner without additional charge. However, the provision of new Solution features not included in the initially subscribed Plan may require the payment of additional fees, which will be subject to Partner acceptance. The AGB will apply to all Updates provided by Pennylane to the Partner. Pennylane shall in no case be required to implement any changes individually requested by the Partner.
- 7.1.3. **Commitment to Correct Anomalies.** Pennylane does not assume any guarantee that the Solution is free from any contingencies, design, or usage defects but undertakes, as part of the provision of Related Services, to remedy Anomalies with the diligence of an industry professional. The Solution is made available to the Partner without being subject to specific adaptation measures, and cannot meet all specific needs of the Partner. Pennylane does not guarantee the Solution's ability to achieve the Partner's objectives or results that the Partner may have set for themselves and/or to perform specific tasks that may have motivated their decision to enter into these AGB.
- 7.1.4. **Security.** Pennylane undertakes to implement all necessary measures in accordance with the state of the art to ensure the security of Partner Data hosted and stored in its computer systems. Pennylane commits to conducting at least one penetration test per year by an independent third party. If the Partner wishes to perform a security test of the Solution by their own means (for example, intrusion tests), regardless of the methods or scope, the Partner must obtain prior written authorisation from Pennylane. More specifically, Pennylane implements the technical and organisational measures detailed in Exhibit 2 of Appendix 1, Personal Data Processing Agreement (Appendix 1) to ensure the security of Personal Data referred to in Exhibit 1 of Appendix 1. If the Partner is subject to Regulation (EU) 2022/2554 (known as the "**DORA Regulation**"), the additional applicable provisions available [here](#) apply. These provisions apply only to the extent that the Partner is subject to said regulation.



7.1.5. Hosting. Pennylane provides the Partner with the hosting environment for the Solution and Partner Data on servers subcontracted to Amazon Web Services within the territory of the European Union.

7.2. Partner Obligations

7.2.1. The Partner undertakes to pay the subscription price in accordance with these AGB.

7.2.2. The Partner undertakes to access and use the Solution in accordance with applicable legal provisions, the Documentation, these AGB, and solely for the needs of the Partner professional activity.

7.2.3. The Partner, on behalf of themselves and their Users:

- i. is solely responsible for Partner Data and assumes full responsibility for the nature, content, quality, accuracy, reliability, integrity, relevance, and legality of Partner Data;
- ii. undertakes not to attempt to gain unauthorised access to the Solution;
- iii. agrees not to send or store via or through the Solution any non-professional data and more generally any unlawful, obscene, defamatory data or illegal data or data in violation of third-party rights, protection of minors, or privacy;
- iv. will make available to Pennylane, in a timely manner and at the Partner expense, technical data, information relating to computer installations used, files, documentation, or any other information, instruction, or resource that Pennylane will need for the Solution to be made available to the Partner (including identifiers allowing the Partner to access the Solution);
- v. will provide the information reasonably requested by Pennylane and will ensure that this information is correct. The Partner shall in particular provide Pennylane with all information necessary to prepare the Order Form communicated to the Partner, as such information may be requested by Pennylane, and undertakes to inform Pennylane of any change likely to impact the Order Form, as well as all information necessary to create the User Accounts;
- vi. will ensure that no person other than Users has access to the Solution. In the event that they become aware that another person is accessing it, the Partner shall inform Pennylane in writing without delay of this incident and confirm this information by notification sent by registered mail with acknowledgement of receipt;
- vii. will take necessary measures to ensure that all Users having access to the Solution are aware of the AGB before accessing the Solution and comply with the resulting obligations;
- viii. will take all necessary precautions to ensure non-disclosure of Confidential Information to unauthorised personnel, i.e. personnel without a valid User Account.

7.2.4. Promoting the Solution to End Clients. As part of any communication that the Partner may carry out with End Clients for the purpose of presenting the Solution, the Partner undertakes to limit its actions to only distributing advertising materials provided by Pennylane, excluding any contractual or pre-contractual documents, regardless of their form. Furthermore, the Partner undertakes not to solicit or obtain the End Client's agreement regarding the subscription to an Advanced Plan.

Article 8. Duration - Termination - Export of Partner Data

8.1. Duration

8.1.1. The AGB comes into effect from the date of their acceptance by the Partner.

8.1.2. Unless otherwise agreed between the Parties as formalized in the Order Form, the AGB are concluded for a period of one (1) month automatically renewable for successive periods of one (1) month, unless terminated by either Party under the conditions provided in Article 8.2.



8.2. Termination

- 8.2.1. Termination of AGB for Convenience by the Partner.** The AGB may be terminated by the Partner at any time, upon notification to Pennylane. Any month that has begun is due. Therefore, amounts already paid to Pennylane by the Partner for the License for any month begun or any fixed commitment period begun will not be refunded.
- 8.2.2. Termination of AGB by Pennylane.** The AGB may be terminated at any time as of right in writing by Pennylane with six (6) months' notice. Pennylane may terminate the AGB by providing six (6) months' written notice.
- 8.2.3. Termination of AGB in Case of Breach by a Party of One of its Obligations.** Each Party may terminate these AGB as of right in case of non-performance or non-compliance by the other Party with any of its obligations under the AGB, not remedied within 15 calendar days following notification. The termination will be effective at the end of this period unless otherwise agreed by the Parties.
- 8.2.4. Effects of Termination of these AGB.** The request for termination of the AGB results in (i) at the end of the month during which the termination request occurs, the cessation of subscription billing, (ii) from the 30th day following the termination request: the cessation of access to the Partner Account and User Accounts, and (iii) the deletion of Partner Data as indicated in the Data Processing Agreement. The rights and obligations of the Parties which, by their nature, survive the termination of the AGB remain fully in force after termination.
- 8.2.5. Termination of certain Order Forms:** The provisions set out above under Article 8.2 apply *mutatis mutandis* to the termination of individual Order Forms. In the event that a single Order Form is terminated, this shall not affect the validity of the AGB and the remaining Order Forms. In the event that the Partner terminates these AGB, this termination shall also entail the termination of all existing Order Forms of the Partner.
- 8.3. Reversibility and Export of Partner Data.** Within thirty (30) calendar days following the request for termination of the AGB for any reason whatsoever, the Partner must export Partner Data including the files archived by Pennylane, as specified in Article 8.4. After the aforementioned thirty (30) day period, Pennylane will delete the Partner Data from its active database, subject to Pennylane's ability to retain all or part of the Partner Data in archive form in order to comply with its legal and regulatory obligations.
- 8.4. Export of Partner Data upon Closure of a File.** In the event of closure of a File by the Partner, the Partner may export the Partner Data contained in the File within thirty (30) calendar days following the request to close the File. Thereafter, Pennylane will detach the File from the Partner Account. The closed File will be deleted upon termination of these AGB.

Article 9. Financial Terms

- 9.1. Price.** In consideration for the Licence of the Solution and Support Services, the Partner undertakes to pay Pennylane the price as indicated on Pennylane's Website, or where applicable, in the relevant Order Form. Unless expressly agreed otherwise by Pennylane, all amounts payable are due in euros. All prices are exclusive of taxes. Unless otherwise agreed in writing between the parties, each Party shall bear its own expenses under these AGB.
- 9.2. Payment.** Invoices must be paid within fifteen (15) calendar days from their date of issue by SEPA direct debit. In case of non-payment within contractual deadlines, any unpaid amount will automatically bear interest day by day, from the date of invoicing until the date of its full payment in principal, interest, costs, and accessories, at a rate equal to twice the legal interest rate in force, without any prior



formality, and without prejudice to any damages that Pennylane might claim due to the breach in question. Furthermore, Pennylane is entitled to charge the Partner the sum of forty (40) euros per unpaid invoice as a fixed recovery fee in case the Partner is in delay with payment, notwithstanding the possibility for Pennylane to charge the Partner an additional sum, upon production of justification, if said recovery costs exceed this amount. In the event that the amount of a discount granted by Pennylane exceeds the amount of the invoice in a given month, this excess will not be invoiced to Pennylane nor carried over to the invoice for the following month.

- 9.3. End Client Billing.** Access to the Solution by the End Client will be invoiced by Pennylane directly to the End Client pursuant to the applicable contract between the End Client and Pennylane. If the Partner wishes to deviate from the foregoing and handle the billing for all or part of its End Clients, it undertakes to comply with the provisions of Appendix 4.

Article 10. Pennylane's Liability - Insurance

10.1. Pennylane's Liability

- 10.1.1.** Unlimited liability. Pennylane's liability is not limited for (i) damages caused by Pennylane's wilful misconduct or gross negligence, (ii) personal injury damages or to (iii) claims based on the German Product Liability Act (*ProdHaftG*).
- 10.1.2.** Limited liability. In case of damages caused by slight negligence:
- If essential contractual obligations are breached, Pennylane's liability is limited to foreseeable standard damages typical to this kind of agreement and shall in no event exceed 100% of the fees paid or payable to Pennylane by the Partner for the 12-month period preceding the event causing the damage. For the purpose of the foregoing, "Essential Contractual Obligations" shall mean obligations whose fulfilment is essential to the proper implementation of the contract, and whose breach jeopardizes the achievement of the purpose of the contract and which the Partner regularly trusts in their compliance.
- If any other obligations are breached, Pennylane's liability is excluded.
- 10.1.3.** Exclusion of indirect damages. Except in the cases listed in 10.1.1, Pennylane is not liable for consequential loss or indirect damages, such as additional expenses, loss of earnings, or loss of savings. The Partner also expressly acknowledges that, except in the cases listed in 10.1.1, Pennylane cannot be held liable to the Partner for any damages that may be suffered by the End Clients.
- 10.1.4.** If data are lost, Pennylane is only liable for the effort required to restore the data in the case of due and proper data backups by the Partner. In the case of simple negligence, Pennylane is only liable under this provision if Pennylane has, at the same time, infringed upon an essential contractual obligation (*wesentliche Vertragspflicht*) by committing the act leading to the loss of the data.
- 10.1.5.** Any further liability of Pennylane is excluded. Such exclusion includes but is not limited to strict liability for initial defects pursuant to Sec. 536a para. 1, 1st alt. German Civil Code (*BGB*) (analogously).
- 10.1.6.** Pennylane undertakes to maintain a business liability insurance covering any damages that may arise in connection with the performance of the AGB.

Article 11. Force Majeure



- 11.1.** In case of a Force Majeure Event the Nonperforming Party is, from the time the Force Majeure Event causes the impediment to perform, relieved from (i) its duty to perform its obligations under the AGB, (ii) any liability in damages or any other contractual remedy for breach of these AGB. "Force Majeure Event" shall mean any event which (i) is beyond the control of the Parties, (ii) was not foreseeable at the time of conclusion of these AGB or could not have been reasonably considered by the Nonperforming Party, (iii) whose effects on the performance by the Nonperforming Party could not have been avoided, and (iv) is the cause of the Nonperforming Party's inability to perform the owed contractual duties. "Nonperforming Party" means the Party whose ability to perform its contractual duties under these AGB is impeded or prevented by a Force Majeure Event. Where the effect of the impediment by the Force Majeure Event is temporary, such consequences shall apply only insofar, to the extent that and as long as the impediment prevents performance of its contractual duties by the Nonperforming Party.
- 11.2.** The Nonperforming Party shall notify their existence to the other Party as soon as possible, make its best efforts to limit their consequences, and resume the execution of the AGB immediately after these circumstances have disappeared.
- 11.3.** To the extent that such circumstances continue for a period exceeding one (1) month, the AGB may be terminated without compensation on either side, by either Party, by simple written notification sent to the other Party by registered mail with acknowledgement of receipt, which shall take effect upon receipt.

Article 12. Support Services

If Pennylane provides support to the Partner and to the End Clients, Appendix 3-A applies. If Pennylane provides support to the Partner and the Partner provides first-level support to the End Clients, Appendix 3-B applies.

Article 13. Updates and Maintenance

- 13.1. Planned Maintenance.** Pennylane plans and periodically performs maintenance work, particularly in the context of Solution Updates, to make new Solution features available or to correct Anomalies. Pennylane schedules its maintenance operations to minimise impacts on the Solution's availability and functionality.
- 13.2. Unplanned Maintenance.** Pennylane may perform unplanned maintenance work at any time, particularly to urgently correct certain Anomalies. The Partner furthermore acknowledges and accepts that legislative or technological developments may, at any time, render all or part of the Solution illegal or unsuitable. Pennylane will then have the ability to perform an unplanned Update of the Solution.
- 13.3. Notification.** To the extent possible, Pennylane will notify the Partner of the date and time of planned maintenance interventions with five (5) business days' notice. If a maintenance operation requires interruption of the Solution, Pennylane will perform this interruption outside of Business Hours except for unplanned and urgent maintenance.

Article 14. Use of AI Features

- 14.1. Activation of AI Features.** The AI Features are accessible to all Users by default. If the Partner does not wish to use the AI Features, they must disable them in the settings. Only Users with administrator role can deactivate or reactivate AI Features.
- 14.2. Ownership.** Data processed by AI Features includes (i) any third-party knowledge base used to enrich, contextualize, and/or improve the relevance of responses generated by the AI Features



("Source Data"), (ii) any Partner Data provided by them or their Users to be processed by one of the AI Features, such as data entered in a prompt ("Input Data"), and (iii) any result generated by AI Features, based on Source Data and/or Input Data ("Output Data").

The Partner is and remains the owner of Input Data and grants Pennylane a non-exclusive, unlimited in time, worldwide, sublicensable and transferable right, to access, process, use, and display Input Data for the purposes of providing and improving AI Features. To the extent that the Partner has any rights, title, or interest in Output Data, they (1) retain all rights, title, and interest (including all intellectual property rights) in their Output Data, and (2) grant Pennylane a non-exclusive, unlimited in time, worldwide, sublicensable and transferable right to access, process, use, and display Output Data for the purposes of providing and improving AI Features.

14.3. Non-reuse of Input Data and Output Data. Pennylane does not use, and does not authorise any third party to use, Input Data and Output Data to improve the generative artificial intelligence engines used to provide AI Features.

14.4. Use of Usage Data. Usage Data consists of metadata, that is, data concerning how a User uses the AI Features as well as logging data of AI Features usage (timestamp data). Pennylane may use Usage Data to improve AI Features, for example when the User voluntarily provides feedback, but will not share such Usage Data with any third party to train generative artificial intelligence engines.

14.5. Security. Pennylane implements state-of-the-art security measures to ensure the security of AI Features usage and associated data. These measures are described in Pennylane's documentation available on the website.

14.6. Responsible Use. When using AI Features, the Partner undertakes, on behalf of themselves and Users, to comply with the following guidelines:

- (a) evaluate the consistency, plausibility, and relevance of Output Data according to their use, including through human review when necessary, before using or sharing Output Data from AI Features. AI Features are based on generative artificial intelligence engines and may sometimes, given the probabilistic nature of machine learning, generate unexpected or incorrect responses. Pennylane has taken measures to limit these risks but cannot in any way guarantee the accuracy of Output Data.
- (b) not use AI Features for illegal, malicious activities or to conduct activities harmful to a third party.
- (c) not use AI Features to develop foundation models or other large-scale models that are or would be in competition with Pennylane.
- (d) not use AI Features in a way that violates technical documentation, terms of use, or settings communicated by Pennylane.
- (e) not compromise others' privacy or third parties' business secrets, not include in Input Data any personal data or confidential data of third parties without having previously obtained their authorisation.

14.7. Warranty and Liability. Pennylane makes no warranty regarding the accuracy, completeness, reliability, or compliance of Output Data with laws and regulations. Due to the nature of AI Features, (a) the Solution's service levels as stated in Appendix 2 do not apply to AI Features, (b) Output Data may not be unique, and (c) Output Data does not represent Pennylane's viewpoint. The AI Features cannot be used as a substitute for the advisory obligations to which the Partner is bound. The Partner indemnifies Pennylane against any claims related to their use and that of their Users of AI Features.

Article 15. Third-Party Online Services



The Solution allows Users to synchronise the Solution with Third-Party Online Services, in order to, among other things, aggregate data from these Services or share Partner Data with these Services.

- 15.1. Third-Party Terms.** Any subscription to or acquisition by the Partner of Third-Party Online Services, and any data exchange between the Partner and the Third-Party Online Service occurs solely between the Partner and the Third-Party Online Service provider. To use them, the Partner must therefore obtain access to these Third-Party Online Services from the relevant providers. The provision of Third-Party Online Services will be subject to the third-party provider's terms and conditions. These terms will be communicated to the Partner by Pennylane and/or accessible online by the Partner on the third-party provider's website. They must be accepted by the Partner. Pennylane processes data from Third-Party Online Services that the Partner connects to the Solution, solely for the purposes of providing the Solution and Related Services.
- 15.2. Liability and Evolution.** Pennylane shall not be liable for the Partner's use of Third-Party Online Services, and does not guarantee either the operation or availability of Third-Party Online Services. The relevant third-party providers are not subcontractors of Pennylane. They may evolve over time, as may the nature of their services. If the provider of a Third-Party Online Service ceases to make the service available or interoperable with the Solution's features or modifies the conditions (including commercial ones) of this interoperability, Pennylane may cease to provide these features without incurring any obligation of reimbursement towards the Partner.
- 15.3. Technical Integration.** In cases where the Third-Party Online Service is technically integrated with the Solution, the Partner authorises Pennylane to transmit to the Third-Party Online Service information relating to the Partner (including, where applicable, certain Partner Data), only to the extent that this information is relevant for the Partner's use of the Third-Party Online Service and for monitoring, detecting, preventing, reducing, or handling fraud related to the use of the Third-Party Online Service. If the integration with the Third-Party Online Service is achieved through a connector that is third-party to Pennylane, the provision of the integrated Third-Party Online Service may be subject to payment of connection fees to the third-party connector.

Article 16. Confidentiality

- 16.1. Recipient's Obligations.** The Recipient must treat as confidential all Confidential Information communicated to them by the Disclosing Party, and must only use this Confidential Information for the purpose of performing their contractual obligations under these AGB. The Recipient may not disclose Confidential Information to any third party without the prior written authorisation of the Disclosing Party, except to those of its employees and co-contractors who: (i) have entered into a written agreement with the Recipient imposing limitations on use and confidentiality that are at least as protective as those contained in these AGB and (ii) need to have access to such Confidential Information for the sole purpose of fulfilling the Recipient's obligations or exercising their rights under these AGB. To protect Confidential Information, the Recipient must use measures identical to those it takes to protect its own information of the highest degree of confidentiality, but in no case less than reasonable measures, to prevent unauthorised disclosure and use of Confidential Information.
- 16.2.** If Pennylane subcontracts part of its obligation to a third party in accordance with Article 18, then Pennylane shall obligate such third party to maintain confidentiality obligations at least as protective as the ones provided for in Section 16.1.
- 16.3. Duration.** The Recipient undertakes to comply with the obligations of this Article 16 for the duration of the AGB and for a period of five (5) years following the expiration or termination of the AGB.



16.4. Exceptions. Confidential Information may be disclosed in accordance with a decision from a court, public body, or other legally entitled governmental authority, in which case the Recipient must immediately notify the Disclosing Party and must endeavour, to the extent possible, to limit the scope of such decision or prevent public disclosure of this information.

Article 17. Partner Personal Data

17.1. Data Controller. The Parties shall comply at all times with the regulations applicable to them regarding personal data protection, particularly the provisions of the GDPR. The Parties undertake, as data controllers for the personal data processing operations they respectively carry out for their own needs under these AGB, to comply with all their obligations under the GDPR and particularly to provide data subjects whose personal data may be processed with relevant information regarding the protection of their personal data as described in the respective privacy policies of the Parties. Pennylane's Privacy Policy is available at the following link: <https://www.pennylane.com/de/legal/privacy>.

17.2. Processor. The Parties agree that any processing of Personal Data by Pennylane as a processor in the context of the use of the Solution by the Partner and its Users ("Initial Processing") shall be governed by the terms and conditions of the data processing agreement annexed to the AGB in Appendix 1.

17.3. Further Processing. The Parties also agree that Pennylane may process Personal Data collected in the context of the Solution's operation as a data controller for purposes of fraud prevention and detection, malware, backup and security incident management, creation of statistics, surveys, and inquiries concerning the use of the Solution, improvement of the Solution and Related Services (for example, improving user experience or journey, developing new features, or improving existing features) and suggesting such improvements to clients ("Further Processing"). The Partner expressly acknowledges that this Further Processing is determined and compatible with the Initial Processing considering (among others) the link that exists between these two processing operations, the nature of the Personal Data involved (absence of sensitive Personal Data), the limited consequences of Further Processing for data subjects, and the existence of appropriate safeguards that Pennylane implements in the context of this processing. Through these AGB, the Partner therefore expressly authorises this Further Processing.

Article 18. Subcontracting

The Partner expressly accepts that Pennylane has the right, without any formal prior authorisation or notification, to subcontract all or part of its obligations under these terms. In case of subcontracting, Pennylane will (i) remain solely responsible for proper compliance with the obligations undertaken under the AGB and will be liable to the Partner for any breach caused by its subcontractor, and (ii) ensure that it enters with subcontractor into a contract at least as protective of Partner's interests, including on confidentiality, as this Contract.

Article 19. Commercial Reference

The Partner authorises Pennylane to freely cite their name and to use and/or reproduce their logo and/or trademarks on Pennylane's Website, in commercial documents and emails as well as in any press releases, in any form and on any medium, as well as on documents used and/or produced by Pennylane in the context of performing its obligations under the AGB.

Article 20. Transfer of AGB



The Partner expressly acknowledges that PennyLane has the right to transfer (by assignment, transfer, contribution, or any other legal operation) its rights and obligations under these AGB, whether for consideration or free of charge, to any third party. In the event that PennyLane chooses to exercise this right, PennyLane will be released from its obligations under these AGB as soon as the transfer of the AGB has been notified in writing to the Partner, and will not be jointly liable with the assignee of the AGB. The AGB may not, under any circumstances, be transferred by the Partner (in any form whatsoever) without PennyLane's prior written authorisation.

Article 21. Applicable Law, Jurisdiction

- 21.1.** These AGB shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (UN Sales Convention, "CISG").
- 21.2.** The Parties shall endeavour to amicably resolve any disputes that may arise between them.
- 21.3.** The exclusive place of jurisdiction over all disputes under or in connection with these AGB shall be Munich, Germany, provided that the parties of the Agreement are merchants or the Partner has no general place of jurisdiction in Germany or in another EU member state or has moved his permanent domicile abroad after these AGB have come into effect or their domicile or their habitual place of residence is unknown at the time of the commencement of legal proceedings.

Article 22. Miscellaneous Provisions

- 22.1.** As needed, the Parties expressly agree that the provision of the Solution does not lead PennyLane to be considered as being a person or company authorized to provide professional assistance in tax matters in accordance with § 30f of the German Law for an Order for Tax Advisors (*Steuerberatungsgesetz*).
- 22.2.** The non-application or delay in applying any of the AGB provisions by a Party shall not be interpreted or understood as the abandonment by that Party of the corresponding right or obligation.
- 22.3.** Should individual provisions of these AGB be invalid, this shall not affect the validity of the remaining provisions. The contracting Parties shall endeavour to find an effective provision in place of the invalid provision which comes closest to the economic meaning of the invalid provision. The aforesaid shall apply *mutatis mutandis* to any gap in these AGB.
- 22.4.** The AGB prevail over any other document (commercial proposals, letters, emails, etc.) sent or exchanged previously by the Parties, as well as over any prior oral agreements between the Parties. It replaces any prior or contemporaneous contract between the same Parties having the same purpose, or any Partner's general purchasing conditions regardless of their date of communication or notification. Article titles, paragraphs, and sub-paragraphs are inserted in the AGB for practical information purposes only and are not part of the AGB.
- 22.5.** All notifications, requests, or authorisations required or permitted under the AGB shall be made in writing and delivered by overnight express courier or registered mail with acknowledgement of receipt, to the address of the concerned Party, as mentioned at the beginning of this document.
- 22.6.** The Parties are independent contractors. Neither Party shall be considered an employee, worker, agent, partner, or legal representative of the other Party for any purpose whatsoever and neither shall have the right or power to commit on behalf and/or for the account of the other Party.



- 22.7.** The use of the Pennylane API is governed by specific conditions available at the following address:
<https://pennylane.readme.io/page/api-contract-terms>.
- 22.8.** Unless agreed otherwise in these AGB, amendments and supplements to these AGB must be made in writing. This shall also apply to the amendment or cancellation of the requirement of written form. Electronic documents in text form do not fulfil the written form requirement.



Appendix 1 : Data Processing Agreement

1. This personal data processing agreement (the "DPA") is entered into between Pennylane and the Partner, as these Parties are defined in the AGB. This DPA forms an integral part of the AGB to which it is annexed and constitutes the Parties' agreement regarding Pennylane's processing of the Partner Personal Data. In case of contradiction between the provisions of the AGB and the provisions of the DPA, the Parties expressly agree that the provisions of the DPA shall prevail. In case of contradiction between the provisions of the Appendices to the DPA and the DPA, the Parties expressly agree that the provisions of the DPA shall prevail. Defined terms used in the DPA have the same definition as attributed to them in these AGB or in the GDPR, as applicable.
2. The Parties acknowledge and agree that: (a) under the GDPR, Pennylane is a Processor or subsequent Processor of the Partner Personal Data listed in Exhibit 1, (b) the Partner accessing the Solution may be a Data Controller or a Processor, as the case may be, of the Partner Personal Data, and (c) each Party shall comply with its obligations under the GDPR regarding the processing of such Partner's Personal Data. This DPA does not apply to the processing of Partner Personal Data where Pennylane determines the purpose and means of such processing for which it is deemed to be the Data Controller.
3. Detailed information about the categories of data processed and Data Subjects, processing operations, processing location as well as the purpose and duration of processing are set out in Exhibit 1.
4. Detailed information about the categories of data processed and Data Subjects, processing operations, processing location as well as the purpose and duration of processing are set out in Exhibit 1.
5. Detailed information about the duration of the processing is set out in Exhibit 1.
6. Third-Party Data Controller. The Partner warrants to Pennylane that, if the GDPR applies to the processing of Partner Personal Data and the Partner is a Processor acting on the instructions of a third-party Data Controller, the Partner instructions and actions regarding such Partner Personal Data, including its designation as Processor, have been authorised by the third-party Data Controller and that it will provide evidence thereof if requested by Pennylane.
7. Partner Instructions. By entering into this DPA, the Partner instructs Pennylane to process Partner Personal Data only in accordance with the GDPR: (a) to provide the Solution and Related Services; (b) as indicated by the Partner or as required by the Partner use of the Solution; (c) as specified in these AGB, including this DPA; or (d) as documented in any other legitimate written instructions given by the Partner and which Pennylane acknowledges as instructions for the purposes of this DPA. From the Availability Date, Pennylane shall comply with the Partner instructions mentioned in this paragraph. Pennylane shall not process, transfer, modify, change or alter Partner Personal Data or disclose or permit the disclosure of Partner Personal Data to any third party other than in accordance with Partner instructions, unless required to do so by applicable European Union legislation or Member State law provisions to which Pennylane is subject. In this case, Pennylane shall notify the Partner of that legal requirement in writing before processing, unless that law prohibits such notification on important public interest grounds. If Pennylane has reasonable grounds to believe that a Partner instruction infringes



the GDPR or any other applicable EU data protection law or regulation, Pennylane shall suspend such instruction and immediately inform the Partner.

8. **Deletion During the Duration.** Pennylane shall enable the Partner to delete Partner Personal Data during the Duration in a manner consistent with the Solution's functionality. If the Partner or a User uses the Solution to delete Partner Personal Data during the Duration and the Partner Personal Data cannot be recovered by the Partner or a User, such use shall constitute an instruction from the Partner to Pennylane to delete the relevant Partner Personal Data from the Solution. Pennylane shall comply with this instruction as soon as reasonably practicable and within a maximum period of one (1) month (which may be extended to three (3) months in case of complex request, which shall be justified to the Partner), unless applicable law requires such Personal Data to be retained by Pennylane for a longer period.
9. **Deletion after the end of the provision of services relating to processing.** The Partner instructs Pennylane to retain Partner and End Client Personal Data according to the Processing Durations as defined in Exhibit 1 and to delete all Partner Personal Data (including existing copies) from the Solution in accordance with the GDPR after the end of the provision of services relating to processing. It is then the Partner responsibility to maintain a copy of all their data, particularly to comply with applicable legal obligations.
10. **Pennylane's Security Measures.** Pennylane shall implement and maintain appropriate technical and organisational measures to protect Partner Personal Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access. These measures are described in Exhibit 2 (the "Security Measures"). The Security Measures include measures to help ensure ongoing confidentiality, integrity, availability, and resilience of the Solution and Personal Data and to restore access to Partner Personal Data in a timely manner after an incident affecting such Personal Data, as well as regular testing of their effectiveness. Pennylane may update or modify the Security Measures described in Exhibit 2 from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the Solution. The Partner acknowledges that Partner Personal Data will be hosted in third-party service provider data centres (and not by Pennylane) and that, consequently, most technical and organisational security measures related to Partner Personal Data will be implemented by the relevant third-party service provider. However, Pennylane ensures that the relevant third-party service providers provide sufficient guarantees to implement appropriate technical and organisational measures.
11. **Pennylane's Security Compliance.** Pennylane shall take appropriate steps to ensure compliance with the Security Measures by its employees, contractors, agents, and subsequent processors to the extent applicable to their scope of activities, particularly by ensuring that all persons authorised to process Partner Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality, and that such personnel has received appropriate training in accordance with the GDPR.
12. **Pennylane's Security Assistance.** The Partner agrees that Pennylane (taking into account the nature of the processing of Partner Personal Data and the information available to Pennylane) shall assist the Partner in ensuring compliance with its obligations regarding the security of Personal Data and Personal Data breaches, particularly in case of an incident affecting such Personal Data, including, where applicable, the Partner's obligations under Articles 32 to 34 (inclusive) of the GDPR, by: (a) implementing and maintaining the Security Measures in accordance with paragraph 10



"Pennylane's Security Measures" and (b) complying with the terms of paragraph 13 "Personal Data Incidents".

13. **Personal Data Incidents.** If Pennylane becomes aware of an incident affecting Personal Data, it shall: (a) notify the Partner of the incident as soon as possible and without undue delay and (b) promptly take reasonable measures to minimise harm and secure Personal Data. The notification shall contain, where possible, a detailed description of the incident, including measures taken to mitigate potential risks and measures that Pennylane recommends the Partner take to address the incident. Pennylane shall not assess the content of Partner Personal Data to identify information subject to specific legal requirements. The Partner is solely responsible for complying with notification obligations under the GDPR and complying with any third-party notification obligations related to any incident.

14. **Partner Security Responsibilities and Assessment.** The Partner agrees that: (a) the Partner is solely responsible for its use of the Solution, including: (i) appropriate use of the Solution to ensure a level of security appropriate to the risk related to Partner Personal Data; (ii) securing authentication credentials for account access, systems, and devices used by the Partner to access the Solution and (iii) backing up Partner Personal Data; and (b) Pennylane has no obligation to protect Partner Personal Data that the Partner chooses to store or transfer outside the systems of the Processor and its Subsequent Processors (for example, offline or on-premises storage). It is the Partner sole responsibility to determine whether the Solution, Security Measures, and Pennylane's commitments under this DPA meet the Partner needs, particularly regarding any security obligations of the Partner under the GDPR. The Partner acknowledges and agrees that (taking into account the state of the art, implementation costs, and the nature, scope, context, and purposes of processing Partner Personal Data as well as the risks to individuals) the Security Measures implemented and maintained by Pennylane, as defined in paragraph 10 "Pennylane's Security Measures" and Exhibit 2, provide a level of security appropriate to the risk related to Partner Personal Data.

15. **Compliance Audits.** Pennylane shall make available to the Partner all information necessary to demonstrate compliance and allow the Partner or an independent auditor appointed by the Partner to conduct audits, including inspections, to verify Pennylane's compliance with its obligations under this DPA. Pennylane shall contribute to such audits as indicated in this paragraph 15 "Compliance Audits". If the Partner decides to conduct an audit as indicated above, it must as a rule notify Pennylane in writing at least thirty (30) days before conducting the audit and bear all related costs and expenses, such as auditors' fees, transportation costs, legal fees, etc. unless the audit was necessary due to a breach by Pennylane. In any case, any audit imposed by the Partner under this paragraph 15 must not excessively hinder or otherwise disrupt Pennylane's normal course of business.

16. **Impact Assessments and Consultations.** The Partner agrees that Pennylane (taking into account the nature of processing and information available to Pennylane) shall provide reasonable assistance to the Partner in ensuring compliance with any obligations regarding data protection impact assessments and prior consultations, including, where applicable, the Partner obligations under Articles 35 and 36 of the GDPR, to the extent Pennylane has the necessary information. Pennylane has conducted an impact assessment regarding the processing detailed in Exhibit 1, which it makes available to the Partner upon simple request.

17. **Data Subject Rights and Requests.** Pennylane shall enable the Partner, in a manner consistent with the Solution's functionality, to access Partner Personal Data, rectify or erase it, or restrict its processing, as applicable, including through the deletion capability provided by Pennylane as indicated in paragraph 8 "Deletion During the Duration", and to export Partner Personal Data, in accordance



with GDPR requirements. The Partner may contact Pennylane's DPO by email at the following address: dpo@pennylane.com. During the Duration, if Pennylane receives a request from any natural person whose personal data is being processed ("Data Subjects") regarding Partner Personal Data, Pennylane shall advise the Data Subject to submit their request to the Partner or to present this request directly to the Partner, and it shall be the Partner's responsibility to respond to such request. The Partner agrees that Pennylane shall provide reasonable assistance to comply with any obligation to respond to Data Subject requests, including, where applicable, the Partner obligation to respond to requests for exercising Data Subject rights provided in Chapter III of the GDPR, by complying with the commitments set out in this paragraph, to the extent Pennylane is able to respond to such requests.

18. Geographic Location of Partner Personal Data. Throughout the Duration, Pennylane undertakes that Partner Personal Data that is the subject of processing listed in Exhibit 1 shall be hosted exclusively within the territory of the European Union.

19. Subprocessors. The Partner hereby expressly authorises the use of Pennylane's affiliates as Subprocessors during the Duration. Furthermore, the Partner hereby generally authorises the use of any other third parties as Subprocessors ("Subprocessors"), provided that Pennylane maintains a list of its Subprocessors containing information about the Subprocessors' activities. This list is provided at this link : <https://www.pennylane.com/fr/legal/subcontractors>. When using a Subprocessor, Pennylane shall (a) ensure, through a legal instrument or written contract, that (i) the Subprocessor only accesses and processes Partner Personal Data to the extent necessary to perform its subcontracted obligations, and does so in accordance with the AGB (including this DPA) and (ii) the data protection obligations set out in Article 28(3) of the GDPR, as described in this DPA, are imposed on the Subprocessor by said legal instrument or contract; and (b) remain fully responsible for all obligations subcontracted to the Subprocessor, as well as all its acts and omissions. If the Partner subscribes to Subprocessor notifications, Pennylane shall inform the partner of any new Subprocessor as soon as possible, but at least thirty (30) days before the new Subprocessor begins processing Partner Personal Data. The Partner authorisation shall be deemed granted upon expiration of this period. The Partner may object to any new Subprocessor by terminating the AGB with immediate effect by written notice to Pennylane, provided such notice is given within thirty (30) days following the date on which it was informed of the use of the Subprocessor's services. This right of termination constitutes the Partner's sole and exclusive remedy if they object to any new Subprocessor.

20. Records of Processing Activities. The Partner acknowledges that the GDPR requires Pennylane to: (a) collect certain information and maintain records containing this information, including the name and contact details of any Processor and/or Data Controller on whose behalf Pennylane acts and, where applicable, of the local representative and data protection officer of said Processor or Data Controller, as well as the categories of processing carried out on behalf of each Data Controller and, where possible, a general description of technical and organisational security measures and (b) make this information available to Supervisory Authorities.



Exhibit 1 : Information on the Processing of the Partner Personal Data

<p>Purpose</p>	<p>Provision by Pennylane to the Partner of the Solution and Related Services.</p>
<p>Categories of Data Subjects Categories of Data Subjects whose Personal Data will be Processed by Pennylane</p>	<p>1/ Staff of the End Clients and the Partner Users 2/ Staff of the customers, suppliers / service providers of the Partner End Clients 3/ Any other person whose data is processed through the Solution (excluding Partner Users); for example: any person identified on any document processed by the Solution such as an invoice.</p>
<p>Categories of Data Personal Data that will be processed by Pennylane</p>	<p>1/ Staff of the End Clients and Users of the Partner</p> <ul style="list-style-type: none"> - Professional identity and contact details - IP address and log data - Data related to the use of the support services - Photo (via a copy of identity card or passport) <p>2/ Staff of the customers, suppliers / service providers of the Partner End Clients</p> <ul style="list-style-type: none"> - Professional identity and contact details - Accounting and financial data <p>3/ Any other person whose data is processed through the Solution</p> <ul style="list-style-type: none"> - Professional identity and contact details - Accounting and financial data
<p>Location of Processing Operations Locations where Personal Data will be processed by Pennylane</p>	<p>The processing of Personal Data is located in the European Union</p>
<p>Purposes Purposes for which Personal Data will be processed by Pennylane</p>	<p>PENNYLANE will process the Partner Personal Data indicated above for the following purposes:</p> <ul style="list-style-type: none"> ● Provision of the Solution and Related Services; ● Hosting of Partner Personal Data.
<p>Processing Duration Duration during which Pennylane will carry out its Processing activities</p>	<p>For the entire duration of the AGB. The effective deletion of all of the Partner Data may take up to 6 months after the termination request.</p> <p>The Processing Duration for a given File begins at the opening of this File and ends upon termination of the AGB or after a period of ten (10) years following the close of the relevant financial year (whichever is earlier), unless the Partner instructs that all of its Files be deleted before the termination of the AGB.</p>



Exhibit 2 - Security Measures

PennyLane implementiert und pflegt die unter folgender Adresse beschriebenen Sicherheitsmaßnahmen: <https://www.pennylane.com/de/sicherheit>



Appendix 2 - Service Level Agreement (SLA)

For the purposes of this Appendix, the Solution means the SaaS platform available at the following address: <https://app.pennylane.com>, excluding the mobile application.

1. Solution Availability Level

Pennylane commits to making the Solution available to Users for at least 99.9% of the time ("Solution Availability"). Solution Availability will be calculated monthly (calendar month) using the following formula:

Solution Availability = [(Actual Availability divided by Total Scheduled Availability) multiplied by 100%].

with the following definitions:

"Actual Availability" means Total Scheduled Availability (in minutes) minus Interruptions (in minutes).

"Interruption" means the Solution's downtime, i.e., the time (in minutes) during which Users cannot access the Solution. The following will not be considered an Interruption: any partial malfunction of the Solution, any unavailability of the Solution lasting less than 15 minutes, as well as any unavailability of the Solution due to any of the following events or factors ("Exclusions"): Force Majeure Event; any use of the Solution by the Partner or any User in violation of the AGB or not compliant with the Documentation; Solution Maintenance as defined below; suspensions of access to the Solution authorised by the AGB; any unavailability caused by an event beyond Pennylane's reasonable control, such as failure or malfunction of third-party technology or the Partner or third party's environment (e.g., Partner Internet network); any unavailability caused by Partner Data.

"Solution Maintenance" means the time (in minutes) during which the Solution is not accessible to the Partner due to Solution maintenance, including for maintenance and Update operations of the Solution and third-party solutions used by Pennylane to provide the Solution. Solution maintenance includes scheduled maintenance and unscheduled emergency maintenance. To the extent possible, Pennylane will provide the Partner with reasonable written notice of any scheduled or emergency maintenance.

"Total Scheduled Availability" means 7 days per week, 24 hours per day in minutes.

2. SLA Credits

If Solution availability during a given month is below 99.9%, Pennylane will grant the Partner an SLA credit as defined in the table below. For the avoidance of doubt, the Parties consider the following SLA Credits to be a reasonable amount of reduction within the statutory right of reduction, unless otherwise determined by applicable law, including judicial discretion

Solution availability	SLA Credits
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< 99.9% - >= 99%	2% of monthly price*
< 99% - >= 95%	5% of monthly price*
< 95%	10% of monthly price*

* Monthly price means the price actually received by Pennylane for the Partner Licence of the Solution for the month during which availability was affected.

To benefit from one of the SLA credits described above, the Partner shall inform Pennylane, through the address legal@pennylane.com within thirty days from the time the Partner becomes eligible for an SLA credit. Failure to comply with this requirement will result in the Partner's loss of the right to benefit from an SLA credit.

Pennylane will apply SLA credits as a reduction on the Solution price in the next invoice issued for the Partner Licence of the Solution. The aforementioned SLA credits constitute the Partner sole and exclusive remedy and Pennylane's sole and exclusive liability for breach of the service level agreement. The Partner can monitor the operational status of the Solution and Interruptions affecting the Solution by consulting the page <https://status.pennylane.com/>.



Appendix 3 - Support Terms and Conditions

Appendix 3-A PennyLane Support

These support terms and conditions relating to Support Services ("Support Terms") apply to support services offered by PennyLane as part of the Solution provision under the AGB. Capitalised terms have the meaning given to them in the AGB.

An online support is available to Users at support-germany@pennylane.tech.

The User may only submit support requests via this email address.

When making a request, the User must provide the diagnostic information necessary to process their request, including, but not limited to, a description of the problem, Partner configuration and network, and any relevant Partner Data. The User will communicate (chat, video) to answer questions and assist PennyLane's support team as needed. When necessary, PennyLane's support team and/or any person authorised by PennyLane for these purposes may (i) access Partner Data and/or (ii) impersonate the User to access their environment, it being specified that such access will be time-limited and used only for processing the User's request.

If PennyLane considers a support request to be a feature request, PennyLane may redirect the request internally or redirect the User to log this request with the product team for consideration to potentially add it to a Solution Update, without PennyLane being bound by an obligation of results in this regard.

PennyLane will provide Partners with access to the Online Support Platform 24 hours a day, 7 days a week, for self-service help. PennyLane's support team is available during Business Hours.

The Parties agree that all support provided by PennyLane's support staff under these terms will be provided in English.

PennyLane will provide Support Services as long as the AGB are in force and will have no obligation to provide support services after the expiration or termination of the AGB.

Appendix 3-B Shared Support

1. Allocation of Support Levels

The Parties agree that:

- Support for the Partner's Users and the End Clients' Users (First Level Support, or "L1 Support") will be provided by the Partner under its responsibility and according to procedures defined by the Partner. L1 Support questions concern at a minimum:
 - Questions related to misunderstanding or incorrect use of the Solution.
 - Questions resulting from incorrect configuration of the Solution.
 - Questions related to common issues encountered with banking connections and integrations to the Solution.



- Questions regarding missing and future features of the Solution. The Partner may only respond to these questions based on roadmap information communicated by Pennylane, without altering its scope or meaning.
- The Partner will use its best efforts to respond to L1 Support questions, through a dedicated support team trained on the Pennylane Solution by Pennylane, and may escalate unresolved L1 Support questions to Pennylane according to the second level support procedures detailed below (“L2 Support”).
- Pennylane will not respond directly to support requests from the End Clients’ Users or the Partner’s Users, and will redirect such requests to the Partner’s support team.

2. **Second Level Support Procedures**

An online support platform (the “Online Support Platform”) will be made available to the Partner’s support team in order to contact Pennylane’s support team for L2 Support needs. The use of the Online Support Platform is subject to this agreement.

The Partner’s support team will provide all necessary information for handling L2 Support requests, including, but not limited to, a description of the problem, configuration details, the impacted User, and all relevant Partner or End Client Data. Pennylane may then communicate (via chat, video, etc.) with the Partner’s support team and the impacted User to address the L2 Support request. When necessary, Pennylane’s Support team and/or any person authorized by Pennylane for these purposes may (i) access the Partner’s and/or End Client’s Data and/or (ii) impersonate the impacted User to access their environment, it being understood that such access will be time-limited and used solely for the purpose of handling the User’s request.

If Pennylane considers that a support request is a feature request, Pennylane may redirect the request internally or direct the User to submit this request to the product team so that it may be considered for possible inclusion in a Solution Update, without Pennylane being under any obligation of result in this regard.

Pennylane will provide the Partner’s support team access to the Online Support Platform 24 hours a day, 7 days a week, for self-service assistance. The Pennylane support team is available during Business Hours.

The Parties agree that all support provided by Pennylane’s support staff under these terms will be provided in French, English and German.

Pennylane will provide support services as long as the AGB are in effect and will have no obligation to provide support services after the expiration or termination of the AGB.



APPENDIX 4 - Guidelines on Invoicing End Clients

A Partner who wishes to invoice the subscription amounts for Advanced Plans to all or some of its End Clients (Indirect End Clients) may do so, provided that this activity does not compromise its independence with respect to its End Clients and is related to the financial management advisory (such as bookkeeping services and similar) and assistance services it provides to its End Clients. In this case, the Partner:

- Will be invoiced by Pennylane for the Indirect End Clients' Files at the Advanced Plan prices;
- Will invoice the Indirect End Clients at maximum at the same price that Partner purchased the licences from Pennylane (pass-through cost) but always under consideration and in accordance with the German Tax Advisor Remuneration Ordinance (Steuerberatervergütungsverordnung, StBVV), and is not authorized to resell the Solution at a margin.
- Must, in the event of non-payment by an Indirect End Client and for the purposes of the Partner's invoicing, terminate the Indirect End Client's Advanced Plan subscription and/or request the closure of their File. The Partner is free to recover the sums due at its own discretion.

The Parties acknowledge and agree that this activity does not constitute a commercial activity pursuant to Steuerberatungsgesetz (StBerG). The Partner remains solely responsible for ensuring that these activities align with its duties and obligations according to the StBerG.