COOPERATION AGREEMENT

dated [date]

---

between [Recipient as stated above]

and Pennybridge AB, 556903-2021

regarding the facilitation of donations to [Recipient]

Appendix

Appendix 1 Definitions & Interpretations

Appendix 2 Agreement on the Transfer of Personal Data

Appendix 3 The Fee

THIS COOPERATION AGREEMENT, including Appendices (this "**Agreement**"), is dated [date] (the "**Effective Date**") and is entered into between:

(1) [Recipient], reg.no. [number], ("**RC**"); and

(2) Pennybridge AB, reg. no. 556903-2021 ("**PB**").

RC and PB are hereinafter individually referred to as a "Party" and collectively as the "Parties".

BACKGROUND

A. PB simplifies and secures the collection and facilitation of funds to RC. PB targets Donors and Partners who wish to support RC, which works on fundraising for a good cause. PB's idea is to facilitate, in a secure and simple manner, for Donors to support any chosen RC, and for RC to become accessible for donations through more innovative and digital fundraising solutions (the "**Business**").

B. PB's donation flow (platform) is integrated with contracted partners, i.e., other services or flows where there are Donors with a need to donate to RC ("**Partners**"). PB carefully selects and contracts with the chosen Partners who are given the opportunity to integrate the donation flow. PB compiles its assessment of new Partners and communicates this information via email to RC four weeks before a new Partner is connected.

C. PB complies with the ethical and operational standards set in the Nordics by organizations such as Giva Sverige and Fundraising Norway.
This agreement is carefully designed to reflect the key principles of those standards — including transparency, donor privacy, and responsible fund management.

D. In addition to this Agreement, PB's general terms and conditions, as applicable from time to time, shall apply. The current applicable version is set out in Appendix 2.

E. In light of this background, the Parties have chosen to regulate their continued cooperation in accordance with the terms of this Agreement (the "**Cooperation**")

1. PB'S UNDERTAKINGS

1.1. In consideration of the Fee, PB undertakes to transfer all funds donated by Donors to RC through PB's Partners, via the Business, or otherwise through PB, to RC. The Donation constitutes the amount PB receives from the Partner after any deductions for the administration of the platform (the "**Donation**"). The Fee that PB is entitled to collect is calculated based on the Donation and shall be stated inclusive of all taxes and charges.
For clarity, the following example of the Donation and the Fee is provided:

1.1.1. The Donor wishes to give 500 kronor.
1.1.2. The Partner adds its potential fee of, for example, 20 kronor per donation, meaning the Donor pays 520 kronor to the Partner.
1.1.3. The Donation amounts to 500 kronor.
1.1.4. PB charges its fee of 5% on the Donation, i.e., 25 kronor.
1.1.5. PB transfers the remaining funds, i.e., 475 kronor, to RC's Bank Account.

1.2. PB shall not be entitled to charge any additional compensation of any kind in connection with this Agreement or otherwise in relation to the facilitation of the Donation to RC. To avoid misunderstandings, no compensation, fees, taxes, levies, costs, deductions, expenses, etc., shall be deducted from or subtracted from the Donation, and the entire Donation, after deduction of the Fee, shall be transferred in full to the benefit of RC.

1.3. PB shall at all times keep the Donation separate in a distinct account in accordance with the Swedish Act (1944:181) on Accounting Funds. PB is responsible for continuously ensuring that all of RC's funds are protected under property law until the transfer to RC has taken place and undertakes to transfer the funds to RC on a monthly basis. PB is entitled to engage another payment service provider for the disbursement of RC's funds.

1.4. PB shall ensure that all Donations are deposited directly from the Donor, the Partner, or the payment service provider into RC's client funds account. In cases where a direct transfer from the Donor to RC's client funds account cannot occur due to a temporary technical error or other legitimate reason, PB shall immediately report this to RC through written notice in accordance with Section 8.

1.5. The platform, where the Donor makes the Donation, shall contain clear and transparent information in a relevant local language or English in accordance with (i) - (iii) below:

1.5.1. (i) Information that the Donor's personal data will be transferred to RC and that RC will be given the opportunity to contact the Donor directly;
1.5.2. (ii) Information that the Donor has the option to remain anonymous in accordance with GDPR; and
1.5.3. (iii) Information that, in the event the Donation is made via a Partner, the Partner may charge a fixed fee that is not eligible for tax deduction.

1.6. In connection with each transfer of funds from PB to RC, PB shall report the Donor's personal data, in accordance with Appendix 2, and details of the donation in a clear and transparent manner. However, this does not apply if the donation is made anonymously, and relevant personal data is therefore unavailable.

1.7. PB is responsible for its own operations, including but not limited to the processing of personal data, and shall provide information about the Donor's rights under GDPR on the Website in a clear, transparent, and easily understandable manner. The responsibility for the personal data shared between PB and RC is governed by the parties' agreement on the transfer of personal data, Appendix 2 ("**Agreement on the Transfer of Personal Data**").

1.8. PB is responsible for ensuring that data processing agreements are established with any payment service provider used at any given time.

1.9. The Service used within the Operations shall be designed in accordance with the requirements in section 1.5.

1.10. If PB makes any changes to the content of the Service with respect to the Operations (i.e., in relation to RC) or changes to the general terms and conditions, PB shall inform RC of the changes within a reasonable time via email. RC has the right to terminate the Cooperation with immediate effect if the changes are not accepted.

1.11. PB undertakes to investigate all Partners before they are allowed to join the Service. If PB intends to add a new Partner, this shall be communicated to RC via email four weeks before the new Partner is added, along with information regarding PB's investigation of the Partner.

1.12. PB shall ensure that there is an option on the member portal to choose which Partners one wishes to be visible at.

1.13. To avoid misunderstandings, PB may not under any circumstances represent RC or make statements on behalf of RC without written consent in each individual case.

1.14. PB is responsible for conducting the Operations in a manner that ensures RC (with respect to donations received through the Operations) at all times meets all requirements of the Quality Code.

1.15. PB understands that Donors who donate Gifts to RC via the Operations must be provided with good service and support in the event of any issues. PB therefore undertakes to ensure that PB has a well-functioning support function that enables Donors who have donated Gifts via the Operations to receive answers to questions and obtain assistance in an appropriate manner within a reasonable response time. If PB does not offer the necessary support or if Donors for any other reason contact RC's customer support regarding an issue related to the Operations, PB shall pay an amount equivalent to the Fee the Donor paid for the Gift to which the support case relates.

1.16. If a Donor requests a refund of a Donation, PB is responsible for ensuring that the donated amount, including the fee, is refunded to the Donor. This responsibility includes PB contacting RC to ensure that the Donor receives the refund of the Donation. The refund of the Donation shall be made in compliance with the legislation (2017:230) on measures against money laundering and terrorist financing (Swe: lag (2017:230) om åtgärder mot penningtvätt och finansiering av terrorism).

2. RC'S UNDERTAKINGS

2.1. RC undertakes to provide PB with RC's logo in available formats for use in accordance with section 3.

2.2. RC undertakes to enter into and comply with the Agreement on the Transfer of Personal Data.

2.3. RC undertakes to always comply with PB'S general terms and conditions.

2.4. RC is responsible for its own processing of personal data in connection with this Agreement.

2.5. If RC is an approved recipient of Donations for tax deduction purposes, RC is responsible for submitting control information for received Donations that may entitle the Donor to a tax deduction. This assumes that the Donor has chosen not to remain anonymous.

2.6. When submitting control information, RC shall report the entire Donation that may entitle the Donor to a tax deduction, before deducting the Fee, which constitutes a fundraising cost for RC.

2.7. RC undertakes to comply at all times with the UN Declaration of Human Rights and the UN Convention on the Rights of the Child.

2.8. Upon request from PB, RC undertakes to provide minutes from the annual meeting and the constitutive board meeting, registration certificates from the county administrative board, or equivalent governing documents for the operations to ensure PB's compliance with the Payment Services Act. Additionally, RC shall ensure that PB is informed of any changes to the statutes.

2.9. Throughout the Cooperation, RC shall ensure that at least one registered user with administrative privileges is present on PB's Platform to keep information and contact details updated.

2.10. If RC chooses not to be visible with a Partner, RC shall be able to provide reasons for its decision to the Partner upon request.

3. INTELLECTUAL PROPERTY RIGHTS

3.1. This Agreement does not entail any transfer of intellectual property rights—whether registered or not, including but not limited to association names, trademarks and other distinctive signs, logos, domains, and other equivalent rights in all jurisdictions, applications related to the aforementioned rights, and all modifications, further developments, and improvements thereof ("IPR")—from either party.

3.2. PB has the right to use the logos, media, image, and text materials approved and uploaded by RC during integration with Partners. Furthermore, PB has the right to use the logos that RC has approved in writing for marketing purposes in connection with other informational and marketing activities. Upon the termination of the Agreement, PB shall immediately cease all use of RC's IPR.

3.3. If PB wishes to use RC's intellectual property rights in any manner other than expressly stated in section 3.2, written consent from an authorized person at RC must first be obtained in each individual case, in accordance with section 8.

3.4. PB undertakes to ensure that neither the Operations nor the use of RC's IPR damages RC's good reputation, renown, or otherwise diminishes the value of RC's IPR.

3.5. It is the responsibility of RC to continuously update its IPR in PB's portal.

3.6. If PB breaches the provisions of this section 3 and fails to rectify the breach within ten Business Days from RC's notification thereof, PB shall, upon RC's request, pay a penalty to RC equivalent to the total Fee that PB has received during the six calendar months preceding the complaint.

4. RIGHT TO INFORMATION AND CONSULTATION

4.1. The parties shall cooperate in good faith and proactively work to promptly resolve any issues that arise in connection with the Business (including but not limited to the prompt handling of any inquiries from Donors) and share with each other any information regarding the Cooperation that a party has access to and that could reasonably be of interest to the other party.

4.2. PB shall ensure that RC is provided with a monthly report summarizing all donations made to RC and a complete list of Donors (or indication of donations made anonymously) in accordance with the terms of the Agreement on the Transfer of Personal Data.

4.3. Additionally, RC has the right (either independently and/or with the assistance of an appointed representative, such as an external auditor) to immediately access PB's accounting records and other information that PB possesses regarding payments to RC upon request at any time. PB shall cooperate in good faith and assist RC in the review and provision of the requested information.

4.4. Each party shall bear its own costs for the review and provision of information under this section 4 unless otherwise stipulated in section 6.

5. COMMENCEMENT AND TERMINATION OF THE AGREEMENT

5.1. The Agreement enters into force on the Effective Date and remains in effect indefinitely, subject to the provisions below.

5.2. RC may terminate the Cooperation at any time without notice by providing a termination notice to PB.

5.3. PB has the right to terminate the Cooperation with immediate effect if RC fails to fulfill its obligations under section 3 of this Agreement. If PB wishes to terminate the Cooperation for other reasons, it must do so by providing notice to RC with a one-month notice period.

5.4. Notices under this section 5, including termination of this Agreement, shall be made in writing in accordance with section 8 below.

5.5. Upon termination of the Agreement (regardless of the reasons), PB shall no longer have any right to use RC's IPR in any manner and shall not directly or indirectly receive or facilitate donations to RC or collect any Fee from Donors in connection therewith. Furthermore, all funds due to RC under sections 2.1-2.3, if not already transferred, shall be transferred to RC with deduction for the Fee at the next regular payment date. For the avoidance of doubt, the termination of the Agreement shall not affect any liability for damages or other responsibilities arising from this Agreement.

6. LIABILITY

6.1. Each Party is responsible for its own personnel and operations, including all permits that the Party requires to conduct its Business.

6.2. Each Party shall inform the other Party of any changes in its own Business that could reasonably be expected to affect the other Party's Business and/or permits, etc.

6.3. Each Party undertakes to indemnify the other Party for any damage suffered as a result of a failure to fulfill an obligation and/or breach of a provision in this Agreement in the conduct of the Business.

7. NO EXCLUSIVITY

Neither Party makes any commitment regarding exclusivity with respect to the Cooperation under this Agreement.

8. NOTICES

8.1. Any notice or other communication under the Agreement shall:

8.1.1. Be in writing;

8.1.2. Be in English; and

8.1.3. be delivered by courier or registered mail or sent by email to the following persons and addresses (or such persons and addresses as the Parties may notify in accordance with this section 8 from time to time):
If to RC: [Recipient]
Attention: [position]
Address: [address]
Email: [e-mail]

If to PB: Pennybridge AB
Email: info@pennybridge.org
Subject: Termination of Agreement

8.2. A notice shall be deemed effective when it has been received by the recipient and shall be considered received:

8.2.1. if delivered by courier: upon delivery;

8.2.2. if sent by registered mail: two calendar days after being handed over for postal delivery;
or

8.2.3. if sent by e-mail: when it is received in a readable form (as evidenced by a report generated by the sender's computer recording a message from the recipient's server confirming that the email has been delivered to the relevant address or otherwise proven).

9. CONFIDENTIALITY AND EXTERNAL COMMUNICATIONS

9.1. Each Party undertakes not to disclose Confidential Information to any third party during the Term of the Agreement and for a period of five years thereafter. This obligation does not apply to the extent that a Party is required to disclose Confidential Information pursuant to (i) law or other mandatory regulations, (ii) a court, authority, or arbitration panel's judgment or decision, or (iii) agreements with a stock exchange or other marketplace, or if a Party needs to use or disclose Confidential Information in order to (a) fulfill an obligation under the Agreement or (b) protect its interests in connection with a dispute arising from the Agreement or otherwise enforce any right under the Agreement, provided that the Party required to disclose information notifies the other Party thereof prior to the disclosure and that the disclosure is limited to the greatest extent possible.

9.2. If PB receives inquiries from potential Donors, authorities, journalists, or other third parties that may affect RC, RC shall be informed immediately. The Parties shall then promptly consult regarding external communication. To avoid misunderstandings, PB may under no circumstances represent or act on behalf of RC or make statements on behalf of RC without written consent in each individual case.

9.3. Communications conducted by PB in various communication channels regarding RC's participation in the service should, as far as possible, be continuously coordinated with the communications officer or a similar role at RC for the best results and mutual understanding.

10. TRANSFER OF THE AGREEMENT

A Party may not assign, pledge, or grant security in its rights or obligations under the Agreement without the prior written consent of the other Party .

11. COSTS

Each Party shall bear its own costs in connection with the Agreement.

12. ENTIRE AGREEMENT

The Agreement, together with its appendices, constitutes the entire agreement between the Parties regarding all matters addressed by the Agreement and supersedes all prior written or oral agreements, commitments, and representations.

13. WAIVER

A Party's failure to exercise any right under the Agreement or to address a specific circumstance related to the provisions of the Agreement does not constitute a waiver of that Party's rights in such regard. Should a Party wish to waive a specific right or address a specific circumstance, such waiver must be made in writing in each individual case.

14. AMENDMENTS

Any amendment, termination, or addition to any provision of the Agreement shall, in order to be binding, be made in writing and duly signed by both Parties.

15. INVALIDITY OF PROVISIONS

Should any provision of the Agreement or part thereof be invalid or unenforceable, this shall not render the entire Agreement invalid. The Parties shall replace such invalid provision, to the extent possible in accordance with the purpose and intent of the Agreement, with new valid provisions that have as close as possible the same commercial effect as the invalid or unenforceable provision.
If the Parties cannot agree to an amendment to the Agreement, such an amendment shall be made by arbitrators in accordance with section 18.

16. GOVERNING LAW

Swedish law shall apply to this Agreement.

17. PARTNERSHIP AND JOINT VENTURE ACT

17.1. The Parties have not intended to form a simple partnership under the Swedish Partnership and Non-registered Partnership Act (1980:1102) (Swe: lag (1980:1102) om handelsbolag och enkla bolag) with this Agreement.

17.2. Should, despite the provisions of section 17.1, grounds for liquidation exist under the Partnership and Non-registered Partnership Act, the partnership shall not be liquidated. Instead, the Party to whom the grounds for liquidation can be attributed shall withdraw from the simple partnership, and such Party shall be deemed to have materially breached its obligations under the Agreement, whereupon the Agreement shall terminate, and section 5.5 shall apply.

18. DISPUTE RESOLUTION

18.1. Disputes arising out of or in connection with the Agreement shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce.

18.2. The Rules for Expedited Arbitrations shall apply if the disputed value is less than SEK 1,000,000. If the disputed value is SEK 1,000,000 or more, the applicable Arbitration Rules shall apply. If the disputed value is SEK 1,000,000 or more, the arbitral tribunal shall consist of three arbitrators. The disputed value includes the claimant's claims in the request for arbitration and any counterclaims made in the response to the

request for arbitration. In the event of joinder of parties or consolidation, the disputed value shall be determined based on all such claims and counterclaims, and the value thus determined shall govern which arbitration rules apply and the number of arbitrators. The seat of arbitration shall be Örebro. The language of the proceedings shall be Swedish.

18.3. Arbitration proceedings initiated pursuant to this arbitration clause are subject to confidentiality. Confidentiality covers all information disclosed during the proceedings as well as any decision or award rendered as a result of the proceedings. Information subject to confidentiality may not be disclosed to any third party without the written consent of the parties. However, a party shall not be prevented from disclosing such information to best protect its rights in connection with the dispute or if the party is required to disclose such information pursuant to statute, regulation, governmental decision, stock exchange agreement, or equivalent.

This Agreement has been electronically signed by the parties on the Effective Date.

[Recipient]

_____ _____

[Name]

PENNYBRIDGE AB

_____ _____

Daniel Bergqvist

APPENDIX 1

DEFINITIONS AND INTERPRETATION

1. Definitions

In this Agreement, the following expressions shall have the meanings set forth below:

"Agreement" has the meaning ascribed to it in the preamble;

“Agreement on the transfer of personal data” has the meaning ascribed to it in Section 1.6;

"Business" has the meaning ascribed to it in Background (A).

"Business Day" refers to a day when banks in Sweden are generally open for regular banking business (in addition to solely Internet-based banking services).

"Confidential Information" refers to any information of a technical, commercial, financial, or other nature concerning a Party, their subsidiaries, and businesses, or the content of the Agreement, whether documented or not, except for (i) information that is or becomes publicly known or comes to public knowledge in a manner other than through a breach of the Agreement, (ii) information that a Party can demonstrate was already known to them and properly received before being received from the other Party, and (iii) information that a Party receives from a third party without being bound by a confidentiality obligation in relation to that third party;

"Cooperation" has the meaning ascribed to it in Background (E);

"Donation" has the meaning ascribed to it in Section 1.1;

"Donor" means a natural or legal person who donates a gift within the framework of the Business;

“Effective Date" has the meaning ascribed to it in the preamble;

"Fee" means the amount that PB is entitled to collect from Donors pursuant to Section 1.1 and Appendix 3 of this Agreement;

"GDPR" refers to the Regulation (EU) 2016/679 of the European Parliament and of the Council;

"IPR" has the meaning ascribed to it in Section 3.1;

"Party" and "Parties" have the meanings ascribed to them in the preamble;

"Partners" has the meaning ascribed to it in Background (B);

"Quality Code" has the meaning ascribed to it in Background (C);

"RC" has the meaning ascribed to it in the preamble;

"RC's Bank Account" is [account] at [bank];

"Term" lasts from the Effective Date until the termination of the Agreement in accordance with Section 5;

2. Interpretation

In this Agreement, references to the following terms shall have the following meanings:

a. "person" includes both natural and legal persons; and

b. "including" means including but not limited to.

APPENDIX 2

AGREEMENT ON THE TRANSFER OF PERSONAL DATA

This Agreement on the Transfer of Personal Data has been entered into because PB will provide RC with intermediary services in accordance with the parties' agreement. In connection with this, the parties will independently process personal data. This Agreement on the Transfer of Personal Data constitutes an appendix to the agreement on intermediary services.

1. **Background**
   1.1. The purpose of this Agreement on the Transfer of Personal Data is to regulate rights and obligations in accordance with the General Data Protection Regulation 2016/679 (GDPR) between two independent data controllers. The data controller shall comply with the GDPR, the Data Protection Act, and supplementary legislation (collectively referred to as the "Data Protection Regulations") when processing personal data under this Agreement on the Transfer of Personal Data. The agreement shall ensure that personal data about the data subjects is not used unlawfully or comes into the hands of a third party.
   1.2. The Agreement on the Transfer of Personal Data applies to RC's use of personal data received from PB, including collection, registration, adjustment, storage, marketing, and disclosure or a combination of such uses.

2. **Definitions**
   In this agreement, "personal data," "special categories of data/sensitive data," "processing," "data controller," "data processor," "data subject," and other data protection terms shall have the same meaning as in the GDPR.

3. **Scope**
   RC may use personal data collected by PB and transferred to RC for the purpose of raising funds for the organization's purpose, being able to report donations to relevant authorities, customer care, and for marketing purposes.

4. **Extent of Processing**
   Below is a description of the data sharing relationship* :

Party: PB	Party: RC
Data Subjects: Donors	Data Subjects: Donors
Type of Personal Data Transferred/Processed: Contact Information: First and last name, email address, phone number, personal identification number, and postal address. Information associated with the donation, such as greeting message, amount, and recipient organization.	Type of Personal Data Transferred/Processed: Contact Information: First and last name, email address, phone number, personal identification number, and postal address. Information associated with the donation, such as greeting message and amount.
Sensitive Personal Data: No	Sensitive Personal Data: No

Purpose: To process personal data in order to fulfill obligations under the agreement with the donor.	Purpose: To process personal data for the purpose of raising funds for the organization's objectives, reporting donations to relevant authorities, customer care, and for marketing purposes.
Legal Basis: The processing is necessary to fulfill our commitment under the donation agreement to the selected RC. The processing is necessary for us to fulfill our legal obligation under the Swedish Accounting Act.	Legal Basis: [The legal basis would typically be specified here, such as consent, contractual necessity, legal obligation, legitimate interests, etc.]

5. **PB's obligations**
PB shall have adequate facilities to collect, manage, process, store, and maintain personal data, as required to conduct fundraising activities. PB further confirms that it will obtain explicit informed consent from individuals providing personal data to enable the transfer and use of such personal data for RC's activities.

6. **RC's obligations**
RC may not transfer (which means making the data available, even remotely, to any other person or entity) Personal Data originating in the EEA or Switzerland to countries outside the EEA or Switzerland, unless the recipient acts as a data processor acting on behalf of RC. RC may therefore store personal data on a server outside the EEA, provided that RC ensures such processing is governed by an appropriate data processing agreement and otherwise meets the legal requirements for the transfer of personal data outside the EU. RC shall in all circumstances comply with all applicable laws regarding such transfer.

7. **Liability and Third-Party Rights**
Each party is liable to the other parties for damages it causes. The liability between the parties is limited to actual damages. Each party shall be liable to the data subjects for damages it causes through breaches of third-party rights under these clauses.

8. **Applicable Law**
This agreement shall be governed by Swedish law.

9. **Duration**
These terms apply as long as the parties' agreement on intermediary services is valid.

* *For the avoidance of doubt, national identification numbers (such as Swedish personnummer and Danish CPR-numbers) may be subject to additional restrictions under applicable national law (see e.g. Article 87 GDPR and implementing national legislation). Each party undertakes to comply with such restrictions in its respective jurisdiction.*

APPENDIX 3

THE FEE

Fee	**Sweden**	**Other Countries**
Variable fee	5%	5%
Fixed fee	0 SEK	0 EUR
Cap on the fee per donation	50 000 SEK	5 000 EUR

This Agreement has been electronically signed by the parties on the Effective Date.

[Recipient]

_____ _____

[Name]

PENNYBRIDGE AB

_____ _____

Daniel Bergqvist