GENERAL TERMS AND CONDITIONS WONDERKIND

Last amended on October 10, 2020

ARTICLE 1. DEFINITIONS

The terms used in these General Terms and Conditions, both in the singular and plural, shall be understood to mean the following:

1.1. **Agreement(s)**: all agreements regarding the provision of the Service contracted between Wonderkind and Client, other than the Master Agreement, of which these General Terms and Conditions form an integral part.

1.2. **Amount**: the total amount owed to Wonderkind by Client.

1.3. **Budget**: the Amount and, if applicable, additional advertising budget. The Budget is to be used to deploy Campaigns.

1.4. **Campaign(s)**: the online advertising campaign which is deployed through the Service.

1.5. **Client**: the person or entity with whom Wonderkind has entered into an Agreement or Master Agreement. This also refers to those who enter into or are in negotiations with Wonderkind in this respect, as well as their representative(s), proxy (proxies), beneficiary (beneficiaries) and heirs.

1.6. **Client Content**: all data, information and/or material including but not limited to images, video and text.

1.7. **Client's Media Channels:** Client's online media channels which may be used to provide the advertising services on behalf of Client.

1.8. **Data Processing Agreement/Data Processing Addendum**: the agreement that governs the processing of personal data through the Service by Wonderkind as a data processor, which forms an integral part of each Master Agreement or Agreement. The Data Processing Addendum is attached to the General Terms and Conditions as Appendix I.

1.9. **Employer Branding**: the process of promoting Client's organisation to a group of people.

1.10. **General Terms and Conditions:** the stipulations of this document.

1.11. **Intellectual Property Rights:** all intellectual property rights and related rights, including but not limited to copyrights, database rights, domain names, trade name rights, brand rights, model rights, neighbouring rights, patent rights and rights to know-how.

1.12. **Job Advertising**: Advertising an open job position on various online (social) media channels.

1.13. **Master Agreement:** the Quote that has been signed by Client.

1.14. **Name and Logo**: logo, trade name, service mark or trademark of Client.

1.15. **Offer(s):** the proposal generated in the online environment of Wonderkind.

1.16. **Party:** Wonderkind or Client.

1.17. **Quote(s)**: the order form provided by Wonderkind to Client.

1.18. **Service(s):** the execution of the online advertising suite which consists of programmatic Job Advertising and Employer Branding advertisements on various paid and unpaid media channels, by means of the software developed by Wonderkind and as made available by Wonderkind to Client through the platform or the API's.

1.19. **Website:** www.wonderkind.com and any other website of Wonderkind.

1.20. **Wonderkind:** the private company Wonderkind Global B.V. (hereinafter referred to as: "Wonderkind"), having its registered office at Zeemagazijnkade 3, 1018 LE Amsterdam, the Netherlands.

1.21. **Wonderkind Group:** Wonderkind Holding I B.V. and all related subsidiaries and other related legal entities.

ARTICLE 2.   SCOPE AND PRIORITY

2.1. These General Terms and Conditions are applicable to all Offers and Quotes of Wonderkind in relation to the Services, and form an integral part of every Master Agreement and Agreement.

2.2. Stipulations or terms and conditions of Client that differ from or do not appear in these General Terms and Conditions shall only be binding on Wonderkind if and insofar as they have been expressly accepted by Wonderkind in writing and signed by an authorized person.

2.3. In case of conflict between stipulations of the Master Agreement, the Agreement, the Data Processing Addendum, the General Terms and Conditions or any annexes thereto, the following order of priority shall apply:
   I.   Master Agreement;
   II.   Agreement(s);
   III.   the Data Processing Addendum;
   IV.   any annexes;
   V.   these General Terms and Conditions.

ARTICLE 3.   INCEPTION OF THE AGREEMENT

3.1. A Master Agreement is entered into on the basis of a Quote provided by Wonderkind and the approval of such Quote by Client in the manner stipulated by Wonderkind.

3.2. After Client has been assigned its own account and no Master Agreement has been entered into between parties, an Agreement may be entered into with Wonderkind through the online environment, including the Website, by or on behalf of Client using a method authorised by Wonderkind. In the online environment, Client is required to fill in the necessary data, on the basis of which an Offer is generated. The Agreement is concluded as soon as Client has approved the Offer in the online environment of Wonderkind. Any requests for changes to an Agreement by Client after conclusion of the Agreement, should be made to Wonderkind in writing. Such requested changes are only binding on Wonderkind if Wonderkind has confirmed these in writing.

3.3. Any changes to the Master Agreement, Agreements, Quotes or Campaigns regarding the Services entailing higher costs than the costs that could be taken into account in the original Offer or Quote, will be for Client's account.

3.4. Quotes and Offers are valid for thirty (30) days, unless expressly stated otherwise.

3.5. To a Master Agreement or Agreements concluded or to be concluded between Client and Wonderkind, the articles 6:227b paragraph 1 and article 6:227c of the Dutch Civil Code do not apply.

ARTICLE 4.   PERFORMANCE OF THE AGREEMENT BY WONDERKIND

4.1.   If a Budget has been agreed upon in the Master Agreement, the Budget shall be used to deploy Campaigns.

4.2.   Wonderkind shall perform the Master Agreement or Agreement to the best of its commercial ability and with due care and expertise. In relation to the Services to be provided, Wonderkind shall use its commercially best endeavours to provide Services in accordance with the Master Agreement or Agreement. Statistics mentioned in the Services provided by Wonderkind are indicative only and form no commitment whatsoever. The Services, Campaigns as well as any Offers or Quotes are subject to typographical and calculation errors.

4.3.   Client grants Wonderkind prior permission to implement any changes in relation to Campaigns in order to optimize Campaigns on behalf of Client if this serves the purpose of the instructions or objectives given by Client.

4.4.   Delivery times stated by Wonderkind are only indicative, unless expressly stated in writing that they are formal deadlines. Wonderkind is only in default, even where a formal deadline has been agreed, after being notified by Client in writing of such event of default and not having remedied that event of default within the (reasonable) remedy period as provided by Client.

4.5.   Client has no entitlement to any compensation for damages caused by delay in case a deadline has not been met because of a shortcoming of Client such as not timely providing the information, as set out in article 5.4.

4.6.   Wonderkind, at its sole discretion, is entitled to make use of third parties for the purpose of the provision of Services, such as Facebook, Instagram and Google, when performing the Master Agreement or Agreement.

4.7.   Wonderkind makes use of Google AdWords for Job Advertising and Employer Branding advertisements. If Client chooses to display the advertisements on Google AdWords, Client can be seen as an end user of Google AdWords when setting up the Campaign(s). By making use of Google AdWords, Client agrees to and will comply with the terms of the Google AdWords API Agreement.

ARTICLE 5.   CLIENT'S OBLIGATIONS

5.1.   For the purpose of the performance of the Master Agreement or Agreement, Client must satisfy the technical requirements and specifications indicated by Wonderkind, including, without limitation, the integration of software codes, tags and cookies on Client's Media Channels (where applicable). If Wonderkind provides Services through Client's Media Channels, Client shall grant Wonderkind access to Client's Media Channels when needed for the purpose of performing the Master Agreement or Agreement. Wonderkind shall use any information it receives to this end in accordance with article 15 of these General Terms and Conditions.

5.2.   Client represents and warrants that:

   a.   the Client Content supplied to Wonderkind or entered into Wonderkind's online environment contain no viruses or any other programs that could in any way damage Wonderkind's computer systems, computer programs and/or websites;

b.   the Client Content supplied, transmitted or made available through the Service comply with applicable laws and regulations, are not slanderous, libellous, racist, or otherwise objectionable, and do not breach third party rights;

c.   when supplying or entering the relevant Client Content, no use will be made of any equipment and/or software that may disrupt the proper functioning of the Services, Wonderkind's computer systems, computer programs and/or websites, and that no data will be transmitted that disproportionately burden the infrastructure of Wonderkind's computer systems, computer programs and/or websites as a result of their size and/or other properties.

5.3.   Client indemnifies Wonderkind for all third-party claims, on any grounds whatsoever, in respect of compensation for any damages in any way arising from and/or relating to the representations and warranties as set out in article 5.2.

5.4.   Client shall at all times furnish Wonderkind in good time with all correct and up to date Client Content necessary for the performance of the Master Agreement or Agreement.

5.5.   Client acknowledges and agrees that in the performance of the Master Agreement or Agreement, Wonderkind may at its own discretion display the Client Content on the agreed media channels.

5.6.   Client grants Wonderkind and the agreed media channels, such as Facebook, Instagram and Google, a non-exclusive, transferable, sublicensable, royalty free and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of, any data, content, and other information made available by Wonderkind or on behalf of Client for Wonderkind's Services. *[Explanatory note: Wonderkind uses various media channels for its Services. To advertise on these online media channels, Client can upload Client Content to create job and employer branding advertisements. The agreed media channels require Wonderkind and/or its Clients to grant these media channels a non-exclusive, transferable, sublicensable, royalty free and worldwide license to use Client Content for a wide range of purposes. To meet this requirement, Client must grant Wonderkind and/or the agreed media channels such license. For more information, please read the* [Facebook Platform Policy](#) *and the* [Instagram Platform Policy](#)*.]*

5.7.   In the event that the data necessary for the performance of the Master Agreement or Agreement are not at Wonderkind's disposal, or are not provided to Wonderkind in time or in accordance with the stipulations of these General Terms and Conditions, Wonderkind shall, without prejudice to any other rights it may have, be entitled to suspend the performance of the Master Agreement or Agreement and/or the Service without any prior (written) notice or compensation for damages to Client being required.

5.8.   Client will not, and will not authorize any third party, to generate automated, fraudulent or otherwise invalid impressions, inquiries, clicks or conversions on the agreed media channels, including but not limited to Facebook, Instagram and Google.

ARTICLE 6.   USAGE OF THE SERVICE

6.1.   For the duration of the Master Agreement or Agreement, Wonderkind grants to Client a limited, non-exclusive and non-transferable license to use the functionalities made available to Client through the Service.

6.2.   In using the Services, Client will observe all applicable and relevant statutory provisions and regulations, as well as the rules of conduct that are generally accepted in the sector.

ARTICLE 7.   USAGE OF WONDERKIND'S COOKIES OR SIMILAR TECHNIQUES

7.1.   Client acknowledges that it is impossible for Wonderkind to provide appropriate notices and to log consent on the domain of Client unless Client acquires this on behalf of Wonderkind and that without the required consent Wonderkind's cookies cannot be used. If Client places or uses Wonderkind's cookies or similar techniques on Client's website or domain, Client therefore agrees to the following:

a)   Client represents and warrants that Client has provided appropriate notice to, and secured and logged any necessary consent from the data subjects, also on behalf of Wonderkind, to be in compliance with all applicable laws, regulations and industry guidelines.

b)   Client confirms, without limiting anything in these terms, that Client has obtained all necessary rights and permissions on behalf of Wonderkind, in order to enable Wonderkind to use the data obtained through Wonderkind's cookies or similar techniques placed on Client's website or domain.

ARTICLE 8.   AVAILABILITY & MAINTENANCE

8.1.   Client accepts that the Service only contains the functionality and other characteristics made available to Client at the moment of delivery ("as is"), including all visible and invisible errors and defects. Wonderkind does not guarantee that the Service will be free from disruptions or defects at all times.

8.2.   Wonderkind reserves the right to temporarily suspend the Services for maintenance, modification or improvement of the Services and Wonderkind's web servers.

ARTICLE 9.   PRICES

9.1.   All prices are in Euro and are exclusive of VAT, unless explicitly stated otherwise.

9.2.   All prices are subject to programming and typographical errors. For the consequences of such errors no liability shall be accepted.

9.3.   If the Agreement is a continuing performance agreement, Wonderkind shall be entitled to adjust the prices in its sole discretion. Wonderkind shall inform Client of any price changes at least two (2) months before they become effective. In the event Client does not wish to accept the price change, Client may terminate the Agreement up to the date on which the new price takes effect.

9.4.   Notwithstanding the previous paragraph, Wonderkind is entitled (but not obligated) to adjust the prices annually, with a percentage equal to the increase of the Dutch consumer price index (CPI) as calculated by Statistics Netherlands (CPI 2006=100) with a maximum of 4%, without the possibility for Client to terminate the Agreement.

ARTICLE 10. PAYMENT

10.1. After Client and Wonderkind have entered into a Master Agreement or Agreement, Wonderkind shall invoice Client for the amount it owes. Client shall pay Wonderkind within thirty (30) days after invoice date on the Wonderkind bank account number as mentioned on the invoice, unless Wonderkind has indicated a different term in the Master Agreement or when Client has already paid the amounts via any of the available payment methods.

10.2. Disputed invoices should be notified in writing as soon as reasonably possible but no later than thirty (30) calendar days after the relevant invoice date, identifying clearly the disputed part of an invoice and the reasons why it is challenged. Thirty (30) calendar days after the relevant invoice date, invoices will be deemed as correct and form no basis for complaint.

10.3. All payment to be made by Client to Wonderkind shall be made in full without set-off, counterclaim, and free and clear of any deductions or withholdings.

10.4. All payments made by Client to Wonderkind shall be offset by Wonderkind against any older outstanding invoices, regardless any indication to the contrary made by Client.

10.5. In the event, it is agreed that Wonderkind shall provide the Services on the basis of a subsequent calculation, the then applicable prices of Wonderkind shall apply, unless the Parties agreed otherwise.

10.6. If an amount due is not paid within the payment term, Client shall be legally in default, with no notification of default being required. Client is obliged to fully compensate both the judicial and extrajudicial collection costs, including but not limited to lawyer's and bailiff's fees and the costs of collection agencies, in addition to the amount that is owed and the interest due in respect thereof. Additionally, statutory interest will be due on the outstanding invoice amount, without any further notification of default being required.

10.7. Wonderkind reserves the right to only start Campaigns after the invoiced amount has been paid. In addition, if the invoiced amount has not been paid in accordance with the conditions as set out in article 10.1, Wonderkind may reserve the right to suspend or terminate Campaigns, both running and planned, without notice of default or judicial intervention, and without this resulting in any right to compensation for damages on the part of Partner.

ARTICLE 11. DURATION AND TERMINATION

11.1. Unless otherwise agreed upon in the Master Agreement, a Master Agreement between Parties is entered into for a period of twelve (12) months. If the Budget, as set out in article 4.1, has not been fully spent after twelve (12) months or after the duration of the Master Agreement has ended, the remaining Budget and Amount shall be due to Wonderkind and will not be repaid to Client. This article is only applicable to Master Agreements entered after April 17, 2018.

11.2. A Master Agreement that has been entered into for a definite period of time may not be terminated prematurely, unless explicitly otherwise agreed upon by Parties in the Master Agreement.

11.3. If Client adds additional Budget to the Master Agreement, the duration of the Master Agreement shall not be extended, unless otherwise agreed between Parties in writing.

11.4. Unless otherwise agreed, Agreements between Parties are entered into for as long as necessary to perform the relevant Campaign.

11.5. Agreements may only be cancelled by Client with written consent from Wonderkind. In such event, Client is required to compensate Wonderkind for all costs incurred, including the costs that reasonably arose in connection with the performance of the Agreement, without prejudice to Wonderkind's right to claim compensation of lost profits or any other loss related to the cancelled Agreement.

11.6. Each Party is authorised to dissolve the Master Agreement or Agreement, with immediate effect and without the intervention of a court being required, without any obligation to pay compensation, if the other Party requests suspension of payments, files for bankruptcy or has been declared bankrupt.

11.7. Wonderkind is entitled, without notice of default and without any obligation to pay compensation, to terminate the Master Agreement or Agreement with immediate effect if Client acts in breach with any of the obligations under the Master Agreement or Agreement.

11.8. Amounts invoiced or to be invoiced by Wonderkind for Services provided prior to termination, remain fully due and shall become immediately claimable.

11.9. Terms and conditions which by their nature are meant to remain in force after termination, shall remain fully in force, including, without limitation:

a. Article 12 Liability;
b. Article 13 Force Majeure;
c. Article 14 Intellectual Property Rights;
d. Article 16 Confidentiality;
e. Article 19.1 Miscellaneous.

ARTICLE 12. LIABILITY

12.1. Should Wonderkind be held liable for any direct damages, the liability of Wonderkind for such direct damages, whatever the cause, and in particular due to a culpable failure on the part of the management staff of Wonderkind to comply with its obligations under the Master Agreement or Agreement, is limited per damage-causing incident, whereby a series of connected incidents count as a single incident, to an amount equal the agreed upon price for the Service. If the event causing damages is associated with a specific Campaign, the above-mentioned shall only consist of the amount paid for that specific Campaign (*i.e.* the liability of Wonderkind is limited to the amount paid for that specific Campaign). The total sum payable for direct damages can never exceed the total amounts paid for the Campaign or Services in the twelve (12) preceding months with a maximum aggregate amount of EUR 30,000.

12.2. Direct damage is exclusively understood as the reasonable expenses incurred by Client to repair or resolve Wonderkind's management staff shortcomings, to make the

performance of Wonderkind conform to the Master Agreement or Agreement, to prevent or limit the directly related damage(s) and to determine the cause and extent thereof.

12.3. Wonderkind is not liable for any indirect damages, loss of anticipated profits or other consequential damages (including but not limited to, loss of profit, loss of earnings, loss of savings, damages due to corporate stagnation and costs incurred to recover wholly or partly lost data).

12.4. Wonderkind is also not liable for damages caused by acts or omissions of third-parties engaged in connection with the performance of the Master Agreement or Agreement.

12.5. The obligation for Wonderkind to pay compensation will only arise if Client sends written notice to Wonderkind of this damage within four (4) weeks of the damage occurring.

12.6. The liability limitations referred to in this article will however lapse if and insofar as the damage is the result of intentional misconduct or deliberate recklessness on the part of Wonderkind.

12.7. With respect to Client, Article 6:271 of the Dutch Civil Code is excluded.

12.8. Client indemnifies Wonderkind for all third-party claims, on any grounds whatsoever, in respect of compensation for any damages in any way arising from and/or relating to the use of the Service and/or not, not properly or timely fulfilling its obligations under the Master Agreement or Agreement and in particular to claims of or sanctions imposed by regulatory bodies.

ARTICLE 13. FORCE MAJEURE

13.1. Wonderkind is not bound to comply with any obligation to Client if compliance is prevented by circumstances beyond Wonderkind's control.

13.2. In the event of a force majeure, which in any case includes, but is not limited to, failures in the internet or telecommunications infrastructure, civil unrest, mobilization, war, traffic jams, strikes, lockouts, import and export restrictions, business interruptions, stagnation in supply, fire, flood, non-performance by third parties such as Facebook, Google and Instagram, access to third party platforms is denied, and breach of contract by suppliers on which Wonderkind is dependent for the performance of the Master Agreement or Agreement, the performance of the Master Agreement or Agreement may be suspended, without any liability to pay damages arising as a result thereof. If the situation of force majeure prevents compliance with Master Agreement or Agreement for more than 10 working days, both Parties have the right to terminate the Master Agreement or Agreement with immediate effect. Services already performed under the Master Agreement or Agreement shall in that case be charged proportionately, but no other payment shall be due by one Party to the other.

ARTICLE 14. INTELLECTUAL PROPERTY RIGHTS

14.1. All Intellectual Property Rights related to the Service, its look-and-feel, the accompanying software as well as all information and images occurring within the Service and the Website are retained exclusively by Wonderkind, its licensors or third parties engaged on Wonderkind's behalf. Nothing in the Master Agreement or Agreement, including but not limited to, those provisions in which a license is granted in respect of the Services,

shall be construed to stipulate transfer of Intellectual Property Rights or the grant of a license.

14.2. If and insofar Wonderkind has granted Client a license in respect of the Wonderkind software, materials, and/or any applicable Service, the granted license shall be subject to the condition precedent of payment by Client of all the amounts due under the Master Agreement or Agreement. Said license is for the duration of the Master Agreement or Agreement, non-exclusive, non-transferable and limited to the purposes which may be logically deduced from the Master Agreement or Agreement, unless expressly agreed otherwise in writing. Wonderkind does not grant Client a license to use images connected to the Service.

14.3. Data stored or made available by Client or processed while using the Service is and remains Client's property. Wonderkind receives an unlimited license for the use of this data for providing the Service, any additional and prospective services and to use this data for statistical purposes to enhance the quality of Wonderkind's Services. Wonderkind has the right to share these statistical data (anonymous data) with third parties. Data will be anonymised and will never contain personal data.

14.4. Client will not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the compiled code or databases produced by the codes of the Wonderkind Group, or its Licensees or permit or induce the foregoing.

14.5. If a copyright owner or an agent thereof located within the United States of America has sent a take-down notice to Wonderkind, Wonderkind will respond to the take-down notice and remove any infringing content if that content is copyright infringement in accordance with the Digital Millennium Copyright Act (DMCA).

ARTICLE 15. PRIVACY

15.1. By using the Services, Wonderkind might process personal data on behalf of Client as further set out in the Data Processing Addendum.

15.2. More information regarding the processing of personal data can be found in the privacy statements available here:
https://wonderkind.com/privacy-statement
https://wonderkind.com/privacy-statement-technology.

ARTICLE 16. CONFIDENTIALITY

16.1. With respect to the information disclosed by and between the Parties for the purpose of entering into a Master Agreement or Agreement and/or while using the Service, the Parties shall accept the duty to observe strict secrecy when the information is marked as confidential or when the receiving Party knows or should reasonably suspect that the information was intended to be confidential.

16.2. Wonderkind shall not examine data stored and/or distributed by Client while using the Service, unless this is necessary for proper service provision of the Service or in the event Wonderkind is obliged to do so in pursuance of a statutory duty or required by court order.

ARTICLE 17.   USING CLIENT'S NAME AND LOGO (ADVERTISING)

17.1. Client hereby acknowledges and consents to Wonderkind making use of any of Client's Name and Logo as defined in article 1.14 of these General Terms and Conditions on Wonderkind's Website and/or other marketing materials to identify Client as Wonderkind's Client and to describe Client's use of the Services. If Client does not want this, Client needs to specifically withdraw its consent to this clause by sending an email to press@wonderkind.com.

ARTICLE 18.   AMENDMENTS

18.1. Wonderkind reserves the right to alter or supplement the Services, these General Terms and Conditions, even with respect to existing Master Agreement or Agreements. Such changes shall also apply to Master Agreement or Agreements already in effect after a period of thirty (30) days after notification of the change by electronic message. Changes of subsidiary importance can be made at any time.

18.2. If the said changes have a significant negative impact on the (use of) Services, Client may serve notice to terminate the Master Agreement or Agreement, provided such notification to that effect is received by Wonderkind before the date when the change takes effect. Client has no entitlement to compensation for damages arising as a result. Use of the Service after the date of effect shall constitute Client's acceptance of the changed or added-to terms and conditions.

ARTICLE 19.   MISCELLANEOUS

19.1. The Master Agreement or Agreement will be governed solely by the laws of the Netherlands. Any disputes arising from and/or in connection with the Master Agreement or Agreement shall be referred to the competent court in Amsterdam.

19.2. 'Written/in writing' in these General Terms and Conditions also refers to e-mail communication, provided the identity of the sender and the integrity of the contents can be adequately established. The electronic communications do, however, not include direct messaging services such as WhatsApp, Facebook Messenger, iMessage, Slack, Skype, FaceTime, etc.

19.3. If any provision in the Master Agreement, Agreement, any annexes, the General Terms and Conditions and Data Processing Addendum prove to be null and void, voidable, or otherwise unenforceable, this shall not affect the validity of the Master Agreement, Agreement, any annexes, the General Terms and Conditions and Data Processing Addendum as a whole. Parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the term or condition which may be necessary in order to achieve, to the greatest extent permitted by law, the same commercial effect as would have been achieved by the provision(s) in question.

19.4. The reports and the version of communications or information received or stored by Wonderkind is deemed to be authentic, unless Client provides convincing evidence to the contrary.

19.5. Wonderkind is entitled to transfer its rights and obligations under the Master Agreement or Agreement to a third party such as a factoring company.

APPENDIX I - DATA PROCESSING ADDENDUM WONDERKIND

This Data Processing Addendum below forms an integral part of each Master Agreement or Agreement entered into by and between Client, hereinafter referred to as: 'the Controller', and Wonderkind, hereinafter referred to as: 'the Processor'. This Data Processing Addendum governs the processing of personal data through the Services provided by Processor.
The parties shall hereinafter be jointly referred to as **'Parties'** and individually **'Party'**.

WHEREAS:

– the Controller has access to the personal data of various clients and (potential) applicants (hereinafter: 'Data subjects');
– the Controller wants the Processor to execute certain types of processing (collecting, combining, storing, presenting personal data) in accordance with the Master Agreement or Agreement concluded with the Processor, of which this Data Processing Addendum forms an integral part;
– the Controller has determined the purpose of and the means for the processing of certain types of personal data as governed by the terms and conditions referred to herein;
– the Controller's clients have determined the purpose of and the means for the processing of other types of personal data, as part of the services Controller offers to its clients;
– the Processor has undertaken efforts to comply with this Data Processing Addendum and to abide by the security obligations and all other aspects of the General Data Protection Regulation (hereinafter: the 'GDPR');
– the Controller (or Controller's clients) is (or are) hereby deemed to be the responsible Party (or Parties) within the meaning of article 4 (7) of the GDPR;
– the Processor is hereby deemed to be the processor (or sub-processor) within the meaning of article 4 (8) of the GDPR;
– the Parties, taking into account the provisions of article 28 (3) of the GDPR, wish to lay down their rights and duties in writing in this Data Processing Addendum.

THE PARTIES HAVE AGREED AS FOLLOWS:

ARTICLE 1.   PROCESSING OBJECTIVES

1.1.   The Processor will process personal data on behalf of the Controller in accordance with the conditions laid down in this Data Processing Addendum. The processing will be executed exclusively within the framework of the Master Agreement or Agreement, and for all purposes that Parties agree to subsequently.

1.2.   The Controller and/or Controller's clients decide what (types of) personal data will be processed by the Processor. An overview of the type of personal data, the categories of data subjects and the purpose of the processing is included in Supplement 1.

1.3.   The Processor shall refrain from making use of the personal data for any purpose other than as specified by the Controller.

1.4. All personal data processed on behalf of the Controller shall remain the property of the Controller and/or the relevant Data subjects.

1.5. The Processor, however, is permitted to use data, after all personal data has been deleted, for statistical purposes to enhance the quality of the Processor's Services.

ARTICLE 2. PROCESSOR'S OBLIGATIONS

2.1. The Processor's obligations arising under the terms of this Data Processing Addendum apply also to whoever processes personal data under the Processor's instructions.

2.2. The Processor shall, on request, promptly supply the Controller with details regarding the measures it has adopted to comply with its obligations under this Data Processing Addendum and the GDPR.

ARTICLE 3. TRANSMISSION OF PERSONAL DATA

3.1. The Processor may process the personal data in countries within the European Union. In addition, the Processor may also, only on documented instructions from the Controller, transfer the personal data to a country outside the European Union provided that an adequate level of protection will be guaranteed and the other obligations applicable to it pursuant to this Data Processing Addendum and the GDPR will be satisfied.

3.2. Upon request, the Processor shall notify the Controller as to which country or countries the personal data will be processed in and which adequate levels of protection are guaranteed.

ARTICLE 4. ALLOCATION OF RESPONSIBILITY

4.1. Any liability arising out of or in connection with a violation of the stipulations of this Data Processing Addendum or under the GDPR as applicable to such Party, shall follow, and be governed by the liability provisions set forth in the General Terms and Conditions Wonderkind, unless otherwise set out in this article of the Data Processing Addendum.

4.2. Notwithstanding the foregoing, the aggregated liability of the Processor under or in connection to this Data Processing Addendum shall never exceed the total amounts paid for the Campaign or Services under the Master Agreement or the Agreement in the twelve (12) preceding months with an aggregate maximum amount of EUR 50,000.

4.3. Controller represents and warrants that it has a legal basis to process the relevant personal data. Furthermore, the Controller represents and warrants that the contents are not unlawful and do not infringe on any rights of a third party. In this context, the Controller indemnifies the Processor of all claims and actions of third parties related to the processing of personal data without a legal basis under this Data Processing Addendum.

ARTICLE 5. ENGAGING OF THIRD PARTIES OR SUBCONTRACTORS

5.1. The Processor shall, prior to involving any third party in the processing of personal data, request and obtain written approval by Controller.

5.2. The Controller hereby gives the Processor permission to engage third parties to process personal data under this Data Processing Addendum. A list of the third parties engaged by the Processor can be found in Supplement 2. The Processor shall inform the Controller of any intended addition or replacement of third parties. The Controller shall

be entitled to object to any third parties engaged by the Processor within 10 days. After 10 days, the right to object will expire.

5.3. The Processor shall in any event ensure that such third parties will be obliged to agree, in writing, to the same duties that are agreed to between the Controller and the Processor.

ARTICLE 6. DUTY TO REPORT

6.1. In the event of a security leak and/or the leaking of data, as referred to in article 33 of the GDPR, the Processor shall, notify the Controller thereof without undue delay, after which the Controller shall determine whether or not to inform its clients, the Data subjects and/or the relevant regulatory authorities. This duty to report applies irrespective of the impact of the leak. The Processor will endeavour to ensure that the furnished information is complete, correct and accurate.

6.2. If required by law and/or regulation, the Processor shall cooperate in notifying the relevant authorities and/or Data subjects.

6.3. The duty to report includes in any event the duty to report the fact that a leak has occurred, including details regarding:

i) the (suspected) cause of the leak;
ii) the (currently known and/or anticipated) consequences thereof;
iii) the (proposed) solution;
iv) the measures that have already been taken.

ARTICLE 7. SECURITY

7.1. In accordance with article 32 GDPR, the Processor will endeavour to take adequate technical and organisational measures against loss or any form of unlawful processing (such as unauthorised disclosure, deterioration, alteration or disclosure of personal data) in connection with the performance of processing personal data.

7.2. The Processor does not guarantee that the security measures are effective under all circumstances. The Processor will endeavour to ensure that the security measures are of a reasonable level, having regard to the state of the art, the sensitivity of the personal data and the costs related to the security measures.

ARTICLE 8. HANDLING REQUESTS FROM DATA SUBJECTS

8.1. The Controller is responsible for handling and responding to requests made by Data subjects.

8.2. If a Data subject submits a request to the Processor to inspect, as stipulated by article 15 GDPR, or to improve, add to, change or protect their personal data, as stipulated by article 16-18 GDPR, the Processor will forward the request to the Controller and the request will then be dealt with by the Controller. The Processor may notify the Data subject hereof.

8.3. In the event that the Controller requests the assistance of the Processor so that the Controller can fulfil his obligation to comply with the Data subject request, the Processor shall assist the Controller insofar as this is possible.

ARTICLE 9.   NON-DISCLOSURE AND CONFIDENTIALITY

9.1.   All personal data received by the Processor from the Controller and/or compiled by the Processor within the framework of this Data Processing Addendum is subject to a duty of confidentiality vis-à-vis third parties.

9.2.   This duty of confidentiality will not apply in the event that the Controller has expressly authorised the furnishing of such information to third parties, where the furnishing of the information to third parties is reasonably necessary with regard to the nature of the instructions and the implementation of this Data Processing Addendum, or if there is a legal obligation to make the information available to a third party.

ARTICLE 10.   AUDIT

10.1.   In order to confirm compliance with this Data Processing Addendum, the Controller shall be at liberty to conduct an audit by assigning an independent, registered EDP auditor who shall be obliged to observe confidentiality in this regard. Any such audit will follow the Processor's reasonable security requirements, and will not interfere unreasonably with the Processor's business activities.

10.2.   The audit may only be undertaken when there are specific grounds for suspecting the misuse of personal data, and no earlier than two weeks after the Controller has provided written notice to the Processor.

10.3.   The findings in respect to the performed audit will be discussed and evaluated by the Parties and, where applicable, implemented accordingly by one of the Parties or jointly by both Parties.

10.4.   The costs of the audit will be borne by the Controller.

ARTICLE 11.   DURATION AND TERMINATION

11.1.   This Data Processing Addendum is entered into for the duration set out in the Master Agreement or Agreement, and in the absence thereof, for the duration of the cooperation between the Parties.

11.2.   The Data Processing Addendum may not be terminated in the interim.

11.3.   This Data Processing Addendum may only be amended by the Parties subject to mutual consent.

11.4.   The Processor shall provide its full cooperation in amending and adjusting this Data Processing Addendum in the event of new privacy legislation.

11.5.   In the event of (a) new data protection legislation comes into force and/or (b) amendments to applicable data protection legislation, the Processor is entitled to amend this Data Processing Addendum accordingly. The Processor will send the Controller written notice two (2) weeks prior to the implementation of the amendments of this Data Processing Addendum.

ARTICLE 12.   RETURN AND DELETION OF PERSONAL DATA

12.1.   After the expiration of this Data Processing Addendum, the Processor shall, upon Controller's written request, either delete or return all personal data in Processor's possession to Controller, unless applicable law prevents it from returning or destroying all or part of the personal data.

ARTICLE 13.   MISCELLANEOUS

13.1.   This Data Processing Addendum will be governed by Dutch law. Any disputes arising from and/or in connection with this Data Processing Addendum shall be referred to the competent court in Amsterdam.

13.2.   Logs and measurements taken by the Processor shall be deemed to be authentic, unless the Controller supplies convincing proof to the contrary.

Supplement 1 – Processing of Personal Data

This supplement is part of the Data Processing Addendum and must be initialled by the parties.

I.   The Personal Data that the parties expect to process:

- Name

- Email address

- Telephone number (optional)

- Specific questions that Clients ask to applicants: the answers from applicants may include personal data. Clients determine questions

- Login credentials from employees of Controller for the Wonderkind's dashboard

II.   Nature and Purpose of Processing:

To link (potential) applicants to vacancies of the Controller. This service consists of the automated placing of online advertisements on online media channels, providing statistics on the current and past campaigns as well as delivering / displaying an overview of people who are interested in the displayed vacancy ads.

Social Media behaviour is monitored by Wonderkind with artificial intelligence. Potential job-applicants that fit the profile of the Controller's vacancy receive the specific job vacancy details of the Controller via Social Media. By clicking on a button (confirming that they are interested), their personal data will be sent to Wonderkind and will be subsequently shared with the Controller.

Purpose of processing: recruiting (potential) applicants for vacancies and Employer Branding advertisements.

III.   The Categories of Persons involved:

- (Potential) applicants

- Employees of the Controller

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Supplement 2 – List of Sub-Processors

The following Sub-Processors, which has been approved by the Controller, shall process the personal data at the following locations and for the purposes as mentioned below:

Sub-Processor Company Name	Purpose of Processing	Place of Processing
Google Cloud	Storage of the personal data as defined in this DPA.	Eemshaven (The Netherlands) and Frankfurt (Germany)
Algolia	Facilitate a hosted search engine powering Wonderkind's application	Germany (Europe)
Messagebird	SMS/Whatsapp gateway and verifying mobile phone numbers of leads	The Netherlands and Belgium

A list of the most current Sub-Processors engaged by Wonderkind can be found here.