



## WONDERKIND GENERAL TERMS AND CONDITIONS PARTNER AGREEMENT

### ARTICLE 1. DEFINITIONS

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

- 1.1. **API:** the application programming interface provided by Wonderkind intended for integration within Partner's online environment.
- 1.2. **Campaign(s):** the online advertising campaign which is deployed through the Service.
- 1.3. **Confidential Information:** all information relating to the performance of the Partner Agreement, the pricing arrangements, the Services, including this Partner Agreement, Wonderkind's intellectual property rights and the appendices, are regarded as Confidential Information. This also includes information concerning Customers, potential Customers and opportunities.
- 1.4. **Customer(s):** Partner's customer(s) making use of the Services at Partner's expense.
- 1.5. **Customer Agreement(s):** any agreement between Partner and a Customer for which Wonderkind supplies Services to Partner and/or for which Wonderkind makes the API available and/or provides an online account.
- 1.6. **Order(s):** Partner's request to Wonderkind to increase the quantity or capacity of Services for the purpose of concluding and fulfilling new Customer Agreements.
- 1.7. **Partner Agreement:** the agreement (including its appendices) between Wonderkind and Partner in which Partner obtains the right, against payment, to resell the Services.
- 1.8. **Service(s):** the advertising technology provided by Wonderkind to Customers through and on behalf of Partner. The Services may be resold through the API and/or by means of the online account provided by Wonderkind.

### ARTICLE 2. RIGHT OF RESALE

- 2.1. Wonderkind offers Partner the opportunity to purchase and resell the Services.
- 2.2. Partner receives a licence to use or offer Customers the Services at Partner's expense and risk. Wonderkind is not a party to the Customer Agreements.
- 2.3. Partner does not have any exclusive right with respect to the existing and potential group of Customers.
- 2.4. Without prior written approval from Wonderkind, Partner does not have the right to resell the Services to Customers (or any other party) that intend to or will resell the Services.

### ARTICLE 3. LICENSE GRANT

- 3.1. For the duration of the Partner Agreement regarding the Services, Partner is only granted a right of use that is non-exclusive and non-transferable, as well

- as the rights granted by Wonderkind under this Partner Agreement or in any other express manner.
- 3.2. Partner hereby also obtains a license to use the API within Partner's online environment and to integrate the API within Partner's online environment. The integration of the API must take place in accordance with the corresponding documentation and instructions of Wonderkind. The integration of the API within Partner's online environment shall never result in any form of specification.
  - 3.3. Wonderkind may stipulate further conditions as to how the API is used, with which Partner must strictly comply. Partner accepts that the API only contains the functionality and other characteristics as encountered by Partner in the API at the moment of delivery ("as is"), therefore including all visible and invisible errors and defects.

#### **ARTICLE 4. OBLIGATIONS OF WONDERKIND**

- 4.1. Wonderkind undertakes to supply the Services in conformity with this Partner Agreement. The obligations are obligations to use reasonable efforts, unless a result obligation is explicitly referred to or if the nature of the provision is such that it cannot be interpreted as anything other than a result obligation.
- 4.2. Wonderkind will undertake to warn Partner in good time if Wonderkind anticipates that new Orders placed by or through Partner cannot be complied with, and that, as a result, Partner cannot conclude or fulfil Customer Agreements.
- 4.3. Wonderkind will regularly inform Partner of matters regarding the Services that Wonderkind deems relevant for Partner, such as technical developments, updates, patches and changes.
- 4.4. Wonderkind will provide Partner with the required informational material at its discretion. At the request of Partner, Wonderkind may, against payment, provide informational material to Customers.
- 4.5. During the term of this Partner Agreement, Wonderkind is allowed to use Partner's name and logo on Wonderkind's website and/or other marketing materials to identify Partner as Wonderkind's Partner and to describe Partner's use of the Services. If Partner does not want this, Partner needs to specifically withdraw its consent to this clause by sending an email to [press@wonderkind.com](mailto:press@wonderkind.com).
- 4.6. Wonderkind will make best efforts to realize the uninterrupted availability of its Services and/or the API (where applicable), but offers no guarantees in this regard, unless a separate SLA is concluded with Wonderkind. Insofar as not determined otherwise in such SLA, as set out in Appendix IV, the terms of this Article apply in respect of availability and maintenance.
- 4.7. Wonderkind reserves the right to suspend the Services and the API temporarily for maintenance, modification or improvement of the Services, the API and Wonderkind's web servers. Wonderkind will as far as possible endeavour for

- any such suspension to occur outside Dutch office hours and will inform Partner of the planned suspension in good time. Wonderkind will never be liable for any loss or damage vis-à-vis Partner or Customer due to such suspension of the Services and the API.
- 4.8. Wonderkind reserves the right to modify the software of the Services and the API from time to time in order to improve functionality and to correct errors. If a modification results in a significant change in functionality, Wonderkind will inform Partner accordingly by means of a newsletter or other electronic notification before the change takes place. Since the Services is supplied to several partners, it is not possible to make a specific modification for Partner alone. Wonderkind will never be liable for any loss or damage vis-à-vis Partner or Customer due to such modification of the Services and the API.
- 4.9. If Wonderkind considers that there is a danger to the functioning of the Services and the API, Wonderkind will have the right to implement all measures it considers reasonably necessary to avert or prevent this danger.
- 4.10. If Partner is unable to provide sufficient support to a Customer under its obligation to provide support as referred to in article 5.7, Partner will approach Wonderkind to provide second-line support. Wonderkind may charge Wonderkind's then current rates for such support services.
- 4.11. If, in dealing with a request for support, it appears that one or more Services and/or the API are defective, Wonderkind will undertake to resolve the defect as soon as possible.
- 4.12. Wonderkind will not directly approach Partner's Customers in dealing with the request for support, unless this is explicitly stated in the Partner Agreement and/or agreements in this regard are reached supplementary to the Partner Agreement.

#### **ARTICLE 5. PARTNER'S OBLIGATIONS**

- 5.1. Partner will ensure that the amounts owed for the Services are always paid to Wonderkind in good time and in full accordance with due observance of the payment terms set out in article 7 in this Partner Agreement.
- 5.2. Partner undertakes to promote, demonstrate, sell and support the Services in the best possible manner. In particular, but not limited to, Partner shall be responsible for the integration and promotion of the API within Partner's online environment. Any costs related to the promotion and integration of the API are at all times for Partner's account and risk. Partner shall fully indemnify Wonderkind for all claims and damages resulting from and/or related to the integration of the API.
- 5.3. Partner is required to ensure that up-to-date anti-virus software, firewall software or any other relevant software is used to secure (access to) the API. Wonderkind reserves the right to (temporarily) block access to the API in the event of (potential) security incidents. In the event of a security breach or risk

thereof, Partner is obliged to notify Wonderkind of this immediately and adhere to all steps that it deems necessary to resolve the situation.

- 5.4. Partner is responsible for the execution of Customer Agreements. Partner shall perform the Services to its Customers with the diligence and professionalism required for the proper performance of this Agreement and in accordance with best industry practices. Partner will refrain from engaging in any activity that damages (or is likely to damage) the image and/or goodwill obtained by Wonderkind, or the scope of protection of the Wonderkind brands and/or trade names and/or those of its licensors.
- 5.5. Partner will promote, demonstrate, sell and support the Services in its own name and at its own expense and risk. Partner is not permitted to represent itself as a part, agent or employee of Wonderkind. Partner is only permitted to inform Customers and third parties that it is a reseller/distributor for Wonderkind with respect to the Services and to inform them of the legal implications of this relationship. The permission to inform Customers and third parties lapses if Partner charges its Customers a rate that is more than 1.6 times the rate that Wonderkind charges Partner.
- 5.6. During the term of this Partner Agreement, Partner is only permitted to avail itself (independently) of the Wonderkind trade name, the word mark, logo, associated advertising materials and the development of promotional activities that relate or partially relate to the Services, to the extent that Wonderkind has granted permission in this regard in writing.
- 5.7. Partner will offer its Customers a reasonable level of support in using the Services. Wonderkind may formulate additional guidelines in consultation with Partner for the purpose of providing this level of support, to which guidelines Partner will conform.
- 5.8. In the event of a disruption notified to Partner by a Customer concerning a Service, Partner is obliged to notify Wonderkind of this immediately and adhere to all steps that it deems necessary to resolve the disruption.
- 5.9. Partner is obliged to provide honest and sincere advice about the Services to potential and existing Customers. Partner will refrain from providing any information about the Services that could be misleading or difficult to prove.
- 5.10. In offering the Services, Partner will observe all applicable and relevant statutory provisions and regulations, as well as the rules of conduct that are generally accepted in the sector.
- 5.11. Partner represents and warrants that:
  - a. the information and materials 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 information and materials supplied, transmitted or made available through the Service and/or the API 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 information and materials, 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.
- 5.12. Partner 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 5.11.
  - 5.13. Partner will comply with all recommendations and reasonable requests of Wonderkind to the extent that these relate to the performance of the Partner Agreement and an Order and do not compromise Partner's independence.
  - 5.14. Partner will provide Wonderkind with all the relevant information needed for the performance of this Partner Agreement.
  - 5.15. If Wonderkind makes a system accessible to Partner (provides an account), any activity taking place using the account will be regarded as taking place under the responsibility and at the risk of Partner. In the event of suspected misuse of an account, Wonderkind must be notified as soon as possible to enable it to take measures, notwithstanding Partner's own obligation to take precautionary measures.
  - 5.16. Partner declares that it will keep the access details to Partner's account strictly confidential. The account is personal and non-transferable. At the request of Partner, Wonderkind can provide one or more additional accounts. Wonderkind is entitled to refuse such request without stating reasons. The relevant terms of this Partner Agreement, including but not limited to article 5.15, will be applicable to such account(s).
  - 5.17. Partner or Customer acknowledges that it is impossible for Wonderkind to provide appropriate notices and to log consent on the domain of Partner or Customer unless the Partner or Customer acquires this on behalf of Wonderkind and that without the required consent Wonderkind's cookies cannot be used. If Partner or Customer places or uses Wonderkind's cookies or similar techniques on Partner's or Customer's website or domain, Partner agrees to the following:
    - a. Partner represents and warrants that Partner or Customer 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. Partner confirms, without limiting anything in these terms, that Partner or Customer 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 Partner's or Customer's website or domain.
- 5.18. Wonderkind makes use of Google AdWords for the Services. If Partner and/or Customer choose to display the advertisements on Google AdWords, Partner and/or Customer can be seen as an end user of Google AdWords when setting up the campaign(s). By making use of Google AdWords, Partner and/or Customer agree to and will comply with the terms of the [Google AdWords API Agreement](#).
- 5.19. Partner will not, and will not authorize Customer or 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. PRICES**

- 6.1. All prices are in euros and exclude VAT (unless stated otherwise). Invoicing will take place in euros.
- 6.2. All prices are subject to programming and typographical errors.
- 6.3. Partner is free to determine the prices at which it will resell the Services to Customers, taking into account the recommended minimum prices specified by Wonderkind. As set out in article 5.5, Partner loses the right to inform Customers and third parties of the fact that it is a reseller/distributor for Wonderkind if Partner charges its Customers a rate that is more than 1.6 times the rate that Wonderkind charges Partner.

#### **ARTICLE 7. INVOICING AND PAYMENT**

- 7.1. After Partner and Wonderkind have entered into a Partner Agreement, Wonderkind shall invoice Partner for all amounts that Partner is required to pay under this Partner Agreement. The invoice amount is payable and due within thirty (30) calendar days after the invoice date, unless Wonderkind has indicated a different term in the Partner Agreement.
- 7.2. If Partner has failed to pay after ten (10) days following the due date, Partner will be held in default by operation of law, without notice of default being required. If an amount owed is not paid within the payment period, the outstanding invoice amount will be subject to the statutory interest, without any further notice of default by Wonderkind being required.
- 7.3. In the event Partner fails to pay in time, it is obliged to pay, in addition to the amount owed and the interest due, full compensation of both judicial and extra-judicial collection costs, including costs charged by lawyers, bailiffs and debt-collection agencies.

- 7.4. Failure to pay on the part of Customers does not discharge Partner from any of its payment obligations vis-à-vis Wonderkind.
- 7.5. The claim is immediately payable in the event that Partner is declared bankrupt, applies for a moratorium on payments, an attachment is made on Partner's assets, or if Partner enters liquidation or is dissolved.
- 7.6. In the cases referred to above, Wonderkind also has the right to terminate or suspend this Partner Agreement or any unfulfilled part thereof without notice of default or judicial intervention, and without this resulting in any right to compensation for damages on the part of Partner.
- 7.7. If the invoiced amount has not been paid in accordance with the conditions as set out in article 7.1, 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.
- 7.8. Wonderkind is entitled to set-off amounts to be paid with amounts to be received.
- 7.9. In the event of suspected improper or illegal use of the Services and/or the API, Wonderkind is entitled to suspend access to the Services, the API and/or terminate the Partner Agreement, and without this resulting in any right to compensation for damages on the part of Partner.

#### **ARTICLE 8. ORDERS AND CUSTOMER AGREEMENTS**

- 8.1. Partner will use the processes of Wonderkind to place Orders.

#### **ARTICLE 9. DURATION AND TERMINATION**

- 9.1. Unless otherwise agreed upon in the Partner Agreement, a Partner Agreement between Parties is entered into for a period of twelve (12) months. This Partner Agreement shall end by operation of law after twelve (12) months. Prior to the ending of this Partner Agreement, Parties shall meet to discuss renewal of this Partner Agreement. Parties intend to extend this Partner Agreement with a period of one (1) year. The Partner Agreement may only be terminated in the interim as specified in this Partner Agreement, or by mutual agreement between the Parties. This Partner Agreement may be terminated with immediate effect without due observance of any notice period in the event of any of the following circumstances:
  - a. the other Party is declared bankrupt;
  - b. the other Party is granted a suspension of payments;
  - c. the other Party is wound up or its business activities are discontinued.
- 9.2. If a committed amount has been agreed upon in the Partner Agreement and it has not been fully spent after twelve (12) months or after the duration of the Partner Agreement has ended, the remaining committed amount shall be due to Wonderkind and will not be repaid to Partner.

- 9.3. Any acts performed by the Parties on the expiry of this Partner Agreement may not be construed as a tacit continuation of the Partner Agreement.
- 9.4. Upon termination of this Partner Agreement, Partner is obliged to return immediately to Wonderkind or destroy, at Wonderkind's discretion, everything it has received from Wonderkind in relation to this Partner Agreement, such as price lists and promotional materials.
- 9.5. The termination or whole or partial dissolution of this Partner Agreement does not discharge the Parties from obligations arising from it that are still in force with regard to such matters as confidentiality, liability, intellectual property, governing law and competent court.
- 9.6. In the event of a breach of contract by Partner, including non-payment, Wonderkind has the right to terminate or suspend this Partner Agreement or any unfulfilled part thereof, without notice of default or judicial intervention being required and without this resulting in any right to compensation for damages on the part of Partner.
- 9.7. In the event of cancellation, termination or dissolution for whatever reason, Wonderkind is entitled to immediately delete all stored data or to render access to it impossible and to cancel all accounts of Partner. In this case, Wonderkind is under no obligation to provide Partner with a copy of this data, unless Partner submits a request to this effect in accordance with article 12.6.

#### **ARTICLE 10. LIABILITY**

- 10.1. Wonderkind is not liable for damage, loss, third-party claims, fines and/or costs, arising from whatever reason, and Partner indemnifies Wonderkind in this regard, unless Partner can prove that this is the result of an intentional act or deliberate recklessness on the part of Wonderkind. Late delivery, interruption of the Service and/or the API or early termination of the Order will never entitle Partner to compensation for damages.
- 10.2. Wonderkind is not liable for errors made by Partner or a Customer when using the Services.
- 10.3. Partner is liable vis-à-vis Wonderkind for all information that Partner or a Customer presents with the aid of the Services and/or the API, and more generally, the way in which the Services and/or the API are used by Partner or the Customer. Partner indemnifies Wonderkind from claims brought by third parties (including the Customer) in this regard.
- 10.4. Wonderkind is entitled to block access of the public to specific information, either temporarily or permanently, and/or suspend the provision of Services and/or the API if, in Wonderkind's sole discretion, such access could result in damage or nuisance to Wonderkind, other partners or third parties. Wonderkind will inform Partner regarding any such blocking of access.
- 10.5. Wonderkind can never be held liable for any consequential damage or indirect damage, including in any case, but not limited to, loss of income or profit,



immaterial damage, business stagnation, any other financial loss, and/or damage suffered by Partner, the Customer or third parties.

- 10.6. If Wonderkind should be liable by virtue of article 10.1 or for damage imposed in any other way by law the total compensation for damage may not exceed the amount that Wonderkind received in the twelve (12) calendar months before the event that is associated with the damage occurred.
- 10.7. Partner will ensure that its Customers also comply with the provisions laid down in articles 5.10, 5.11, 5.14 and 10.8 and that they make no improper use of the Services.
- 10.8. At the request of Wonderkind, Partner will call to account any Customer improperly using a Service and/or the API. If legal measures prove to be necessary, in the first instance it is up to Partner to take such measures. If Partner fails to take the legal measures referred to above, Partner is obliged to transfer the legal claim to Wonderkind if Wonderkind requests Partner to do so.
- 10.9. Partner indemnifies Wonderkind against claims from existing and potential Customers and/or other third parties that are based on the non-compliance of Services and/or the API with promises made by Partner, as well as against claims based on illegal acts on the part of Partner or its Customers in using a Service and/or the API, as well as against claims based on not properly or timely fulfilling its obligations under the Agreement and in particular to claims of or sanctions imposed by regulatory bodies.

#### **ARTICLE 11. FORCE MAJEURE**

- 11.1. In the event of force majeure, which in any case includes but is not limited to disruptions to or breakdowns in the Internet, the telecommunications infrastructure, SYN flood, network attack, DoS or DDoS attacks, power failures, domestic uprising, mobilisation, war, traffic jams, strikes, exclusions, business interruptions, stagnation in supply, fire, floods, import and export barriers, non-performance by third parties such as Facebook, Google and Instagram, access to third party platform is denied, and breach of contract by suppliers on which Wonderkind is dependent for the execution of the Partner Agreement, as a result of which fulfilment of the Partner Agreement cannot reasonably be demanded, the performance of the Partner Agreement will be suspended or the Partner Agreement will be terminated when the situation of force majeure has exceeded a ninety (90) day period, all this without the obligation to pay compensation.

#### **ARTICLE 12. CONFIDENTIALITY**

- 12.1. The Parties will refrain from revealing company secrets and other information of the other Party that are designated as confidential or that, by virtue of their nature, should reasonably be deemed to be confidential, and from using such

- secrets and information for any purpose outside the context of this Partner Agreement.
- 12.2. All information relating to the performance of the Partner Agreement, the pricing arrangements, the Services, including this Partner Agreement, Wonderkind's intellectual property rights and the appendices, are regarded as Confidential Information.
- 12.3. The Parties undertake to maintain complete confidentiality towards third parties of all the provisions set out in this Partner Agreement. The Parties furthermore undertake to maintain complete confidentiality of all information concerning the other Party's activities and organisation, except to the extent that this information, not through the actions of the other Party, has already been disclosed.
- 12.4. If, for the performance of this Partner Agreement, it should prove necessary for a Party to disclose any commercial or organisational information relating to the other Party, such information will only be disclosed after consulting with and obtaining the consent of the other Party.
- 12.5. Information concerning Customers, potential Customers and opportunities will be regarded as Confidential Information within the meaning of paragraph 1 of this article.
- 12.6. On termination of this Partner Agreement, irrespective of the reason, both Parties will delete all Confidential Information or return it to the owner thereof on request and in return for payment of a reasonable fee.
- 12.7. If Partner in any way fails to comply with the obligations set forth in this Article, then Partner will forfeit an immediately due and payable penalty of 25% of the Amount as stated in Article 4, with a minimum of Eur 20.000,-, of the Partner Agreement and EUR 5.000,- for each day the breach continues, without any further act or formality being required. If Partner reveals any pricing arrangements, Partner will forfeit an immediately due and payable penalty that is equal to two percent of Partner's last fiscal year's revenue, without any further act or formality being required. The foregoing shall be without prejudice to all other rights, including the right to claim performance and/or compensation for the damage caused by such breach,
- 12.8. This article shall survive the termination of this Partner Agreement for a period of three years.

### **ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1. All the intellectual property rights to all materials such as texts, software, analyses, designs, documentation, recommendations, reports, quotations, the Services and/or the API (including all updates and modifications) developed or to be developed or made available by Wonderkind or one of its related entities within the framework of this Partner Agreement, and materials in

preparation thereof (hereinafter collectively referred to as: “Wonderkind Materials”), are vested exclusively in Wonderkind or its licensors.

- 13.2. Partner is not permitted to remove from the Wonderkind Materials or change any designation with respect to any copyrights, trademarks, trade names or other rights of intellectual property.
- 13.3. Without limiting the foregoing, all information and materials stored or processed through the Services and/or the API are and remain the property of Partner, its Customers or any relevant third party. Partner and/or Customer 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 Partner and/or Customer for Wonderkind’s Services. [*Explanatory note: Wonderkind uses various media channels for its Services. To advertise on these online media channels, Partner and/or Customer can upload information and materials to create job and employer branding advertisements. The agreed media channels require Wonderkind and/or its Partner and/or Customer to grant these media channels a non-exclusive, transferable, sublicensable, royalty free and worldwide license to use information and materials for a wide range of purposes. To meet this requirement, Partner and/or Customer 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](#).].*
- 13.4. Partner represents and warrants that it has acquired, and for the duration of the Partner Agreement maintains, all relevant licenses, authorisations or permissions of any other kind to disclose and use the information and materials within the framework of the Services.
- 13.5. Partner is not permitted to remove or circumvent any security measures implemented by Wonderkind to protect the Services and/or the API.
- 13.6. If Partner sends bug reports or suggestions for improvement to Wonderkind, Partner grants Wonderkind a perpetual and unlimited license to use this information in connection with updating or modifying the Services and/or the API. Notwithstanding the foregoing, any such license shall not apply to information identified as confidential or that due to the nature of the information should reasonably be understood to be confidential.
- 13.7. Partner 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 Wonderkind Technologies B.V., Wonderkind Holding I B.V., Wonderkind Global B.V., Wonderkind Innovations B.V., or its Licensees (collectively, “Reverse Engineering”) or permit or induce the foregoing. If however, directly applicable

law prohibits enforcement of the foregoing, Partner may engage in Reverse Engineering solely for purposes of obtaining such information as is necessary to achieve interoperability of independently created software with the Services and the API, or as otherwise and to the limited extent permitted by directly applicable law, but only if: (a) Reverse Engineering is strictly necessary to obtain such information; and (b) Partner has first requested such information from Wonderkind and Wonderkind failed to make such information available (for a fee or otherwise) under reasonable terms and conditions. Any information supplied to or obtained by Partner under this section is Confidential Information of Wonderkind subject to the obligations of article 12, may only be used by Partner for the purpose described in this section, and will not be disclosed to any third party or used to create any software which is substantially similar to the expression of the Services and the API.

- 13.8. Wonderkind acknowledges that Partner may currently be developing, or may develop in the future, technology, software or products, that are similar to or compete with Wonderkind's technology, software or products. This Partner Agreement does not restrict or limit Partner from independently developing a technology, information, or product that competes with or is similar to the technology, software, or products of Wonderkind as long as no terms of this Partner Agreement are violated in any way. For the avoidance of doubt, Partner may not use the Confidential Information of Wonderkind obtained through this Partner Agreement or in any other way to develop such technology, software, or product. Partner will take adequate technical and organisational measures to guarantee that no Confidential Information will be used in any way to develop any technology, software or product.
- 13.9. Data stored or made available by Partner or processed while using the Service is and remains Partner (or its Customers) property. Wonderkind receives an unlimited license for the use of data for providing the Service, any additional and prospective services and for statistical purposes to enhance the quality of 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.
- 13.10. 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 14. CONSULTATION**

- 14.1. Wonderkind will designate a contact for Partner who will be tasked with providing Partner with direct access to Wonderkind for any questions Partner

may have in connection with the performance of this Partner Agreement. Partner will also appoint such a contact for Wonderkind.

- 14.2. The contact details are set forth in Appendix IV to this Partner Agreement.
- 14.3. Wonderkind and Partner will regularly hold consultations on the progress of the Partner Agreement and all other relevant matters.
- 14.4. Prior to the renewal of this Agreement, Parties will discuss which payment structure, Partner wishes to choose for the renewal term, subject to the payment options available at that moment.

#### **ARTICLE 15. PROCESSING OF PERSONAL DATA**

- 15.1. Partner processes personal data through the Services. For this reason, both Partner and Wonderkind are subject to the General Data Protection Regulation (Algemene Verordening Gegevensbescherming), whereby Partner in some cases is deemed the 'controller' and in some cases the 'processor' and Wonderkind the '(sub-)processor' within the meaning of that act. In the event Customer is the controller of personal data, Partner is the processor and Wonderkind the sub-processor of such personal data.
- 15.2. Pursuant to the General Data Protection Regulation, the data controller and the data processor are required to conclude a Data Processing Addendum relating to the personal data processed by Partner and Wonderkind. The Data Processing will be attached as Appendix II to this Partner Agreement.

#### **ARTICLE 16. DISPUTES/GOVERNING LAW**

- 16.1. This Partner Agreement and the Orders to which it gives rise will be governed solely by the laws of the Netherlands. Any disputes arising from and/or in connection with this Partner Agreement shall be referred to the competent court in Amsterdam.

#### **ARTICLE 17. FINAL PROVISIONS**

- 17.1. The appendices to this Partner Agreement will form an integral part of this Partner Agreement.
- 17.2. In the event of a conflict between the contents of this Partner Agreement and its appendices, this Partner Agreement will prevail.
- 17.3. The version of any communication received or stored by Wonderkind shall count as authentic and compelling evidence, unless Partner provides convincing evidence to the contrary.
- 17.4. Partner will refrain from attempting to persuade Wonderkind employees to take up permanent or temporary employment with Partner. Employees are also taken to mean temporary or other consultants whether or not having a permanent employment contract, trainees, agency staff or other temporary or permanent staff.

- 17.5. Partner is not entitled to transfer its rights and obligations under this Partner Agreement, in full or in part, to a third party, unless with Wonderkind's explicit and written consent.
- 17.6. Wonderkind is entitled to transfer the rights and obligations under this Partner Agreement to a third party such as a factoring company. Wonderkind is obliged to inform Partner of any transfer thirty (30) days before it becomes effective.
- 17.7. Amendments or additions to this Partner Agreement may only be made in writing with the consent of both Parties, unless provided for otherwise in this Partner Agreement.
- 17.8. If any provision in this Partner Agreement, Data Processing Addendum or any Appendices proves to be null and void, voidable, or is otherwise unenforceable, this shall not affect the validity of this Partner Agreement, Data Processing Addendum or any Appendices as a whole. The Parties shall use all reasonable endeavours to agree upon any lawful and reasonable variations to the term or condition which may be necessary to achieve, to the greatest extent permitted by law, the same commercial effect as would have been achieved by the provision(s) in question.

## **Appendix I – DATA PROCESSING ADDENDUM**

This Data Processing Addendum below forms an integral part of each Partner Agreement entered into by and between Partner, hereinafter referred to as: 'Partner', and Wonderkind, hereinafter referred to as: 'Wonderkind'. This Data Processing Addendum governs the processing of personal data through the Services provided by Wonderkind.

The parties shall hereinafter jointly referred to as '**Parties**' and individually '**Party**',

### **WHEREAS:**

- Partner has access to the personal data of various customers and other data subjects (hereinafter: 'Data subjects');
- Partner wants Wonderkind to execute certain types of processing in accordance with the Partner Agreement concluded with Wonderkind (hereinafter: 'the Agreement');
- Partner 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;
- Partner's customers have determined the purpose of and the means for the processing of other types of personal data, as part of the services Partner offers to its customers;
- Wonderkind has undertaken efforts to comply with this data processing addendum (hereinafter: 'the Data Processing Addendum') and to abide by the security obligations and all other aspects of the General Data Protection Regulation (hereinafter: the 'GDPR');
- Partner (or Partner's customers) is (or are) hereby deemed to be the responsible party within the meaning of article 4 (7) of the GDPR;
- Wonderkind is hereby deemed to be 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 obligations in writing in this Data Processing Addendum,

### **HAVE AGREED AS FOLLOWS:**

#### **ARTICLE 1. PROCESSING OBJECTIVES**

- 1.1. Wonderkind will process personal data on behalf of Partner in accordance with the conditions laid down in this Data Processing Addendum. The processing will be executed exclusively within the framework of the Data Processing Addendum, and for all purposes that Parties agree to subsequently.
- 1.2. Partner and/or Partner's customers decide what (types of) personal data will be processed by Wonderkind. 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. Wonderkind shall refrain from making use of the personal data for any purpose other than as specified by Partner. Partner will inform Wonderkind of any such purposes which are not contemplated by this Data Processing Addendum.
  - 1.4. All personal data processed on behalf of Partner shall remain the property of Partner, its customers and/or the relevant Data subjects.
  - 1.5. Wonderkind, however, is permitted to use data, after all personal data has been deleted, for statistical purposes to enhance the quality of Wonderkind's services.

## **ARTICLE 2. (SUB-)PROCESSOR'S OBLIGATIONS**

- 2.1. Wonderkind's obligations arising under the terms of this Data Processing Addendum apply also to whoever processes personal data under Wonderkind's instructions.
- 2.2. Wonderkind shall, on request, promptly supply Partner 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. Wonderkind may process the personal data in countries within the European Union. In addition, Wonderkind 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, Wonderkind shall notify Partner as to which country or countries the personal data will be processed in.

## **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 Partner Agreement, 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 Partner Agreement in the twelve (12) preceding months with an aggregate maximum amount of EUR 50,000.
- 4.3. Partner represents and warrants that it has a legal basis to process the relevant personal data. Furthermore, Partner represents and warrants that the contents are not unlawful and do not infringe on any rights of a third party. In this context, Partner indemnifies Wonderkind 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. Wonderkind shall, prior to involving any third party in the processing of personal data, request and obtain written approval by Partner.
- 5.2. Partner hereby gives Wonderkind permission to engage third parties to process personal data under this Data Processing Addendum. A list of the third parties engaged by Wonderkind can be found in Supplement 2. Wonderkind shall inform Partner of any intended addition or replacement of third parties. Partner shall be entitled to object to any third parties engaged by Wonderkind within 10 days. After 10 days, the right to object will expire.
- 5.3. Wonderkind 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 WONDERKIND and Partner.

#### **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, Wonderkind shall, to the best of its ability, notify Partner thereof with undue delay, after which Partner shall determine whether or not to inform its customers, the Data subjects and/or the relevant regulatory authority(ies). This duty to report applies irrespective of the impact of the leak. Wonderkind will endeavour to ensure that the furnished information is complete, correct and accurate.
- 6.2. If required by law and/or regulation, Wonderkind 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, Wonderkind will 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 under this Data Processing Addendum.
- 7.2. Wonderkind does not guarantee that the security measures are effective under all circumstances. Wonderkind 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.

- 7.3. Partner will only make the personal data available to Wonderkind if it is assured that the necessary security measures have been taken. Partner is responsible for ensuring compliance with the measures agreed to between the Parties.

#### **ARTICLE 8. HANDLING REQUESTS FROM INVOLVED PARTIES**

- 8.1. Partner is responsible for handling and responding to requests made by Data subjects.
- 8.2. If a Data subject submits a request to Wonderkind to inspect, as stipulated by article 15 of the GDPR, or to improve, add to, change or protect their personal data, as stipulated by article 16–18 of the GDPR, Wonderkind will forward the request to Partner and the request will then be dealt with by Partner. Wonderkind may notify the Data subject hereof.
- 8.3. In the event that the Partner requests the assistance of Wonderkind so that Partner can fulfil his obligation to comply with the Data subject request, Wonderkind shall assist Partner insofar as this is possible.

#### **ARTICLE 9. NON-DISCLOSURE AND CONFIDENTIALITY**

- 9.1. All personal data received by Wonderkind from Partner and/or compiled by Wonderkind 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 Partner 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, Partner 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 Wonderkind's reasonable security requirements, and will not interfere unreasonably with Wonderkind'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 Partner has provided written notice to Wonderkind.
- 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 Partner.

**ARTICLE 11. DURATION AND TERMINATION**

- 11.1. This Data Processing Addendum is entered into for the duration set out in the Partner 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. Wonderkind 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, Wonderkind is entitled to amend this Data Processing Addendum accordingly. Wonderkind will send Partner 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, Wonderkind shall, upon Partner's written request, either delete or return all personal data in Wonderkind's possession to Partner, 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 Wonderkind shall be deemed to be authentic, unless Partner supplies convincing proof to the contrary.

## **Supplement 1 – Processing of Personal Data**

This supplement is part of the Data Processor Agreement 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 Partner and/or Customer ask to applicants: the answers from applicants may include personal data. Partner and/or Customer determine questions.
- Login credentials from employees of Partner and/or Customer for the Wonderkind dashboard

### **II. Nature and Purpose of Processing:**

To link (potential) applicants to vacancies of the Partner and/or Customer. 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 Partner's and/or Customer's vacancy receive the specific job vacancy details of the Partner and/or Customer 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 Partner and/or Customer.

Purpose of processing: recruiting (potential) applicants for vacancies and employer branding advertisements.

### **III. The Categories of Persons involved:**

- (Potential) applicants
- Employees of the Partner and/or Customer



## Supplement 2 – List of Sub-Processors

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

<b>Sub-Processor Company Name</b>	<b>Purpose of Processing</b>	<b>Place of Processing</b>
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)

A list of the most current Sub-Processors engaged by Wonderkind can be found [here](#).