

PARTNER TERMS AND CONDITIONS WONDERKIND B.V.

Last amended in June, 2023

ARTICLE 1. DEFINITIONS

The following definitions are used in these terms and conditions:

- 1.1 **Agreement:** the agreement between Partner and Wonderkind, consisting of the Proposal, the Orders, these terms and conditions and the SLA. In this order, these different parts of the Agreement supersede each other in case of conflicting content.
- 1.2 **Budget:** the budget that Partner uses to run the Campaigns, as part of the Services.
- 1.3 **Campaigns:** online job advertising and employer branding campaigns for Customers.
- 1.4 **Content:** the job ads and other content that Customers provide for the Campaigns.
- 1.5 **Customer:** a customer that Partner resells and provides the Services to.
- 1.6 **Customer Contract:** the agreement between Partner and Customer regarding the Services.
- 1.7 **Order:** Partner's written request to Wonderkind for additional Budget.
- 1.8 **Partner:** the organization that enters into the Agreement with Wonderkind.
- 1.9 **Party:** Partner and/or Wonderkind.
- 1.10 **Personal Data:** personal data that may include name, country, profession, email address and telephone number. Personal Data of Customers that Wonderkind may process for Partner only contain login details.
- 1.11 **Proposal:** the written proposal of Wonderkind to Partner for reselling the Services.
- 1.12 **Services:** running Campaigns for Customers by using the Software, including uploading of Content, determining the Campaign budget per Customer, plan the Campaigns and assess their performance. Partner may give access to Customers to do this themselves.
- 1.13 **SLA:** the service level agreement in [Annex 1](#).
- 1.14 **Software:** Wonderkind's talent attraction technology, consisting of an API, an online environment and underlying software.
- 1.15 talent API, online environment and software (including the Wonderkind talent attraction technology), for online job advertising and employer branding campaigns.
- 1.16 **Terms of Use:** the conditions for use of the Software by Customers ([Annex 2](#)).
- 1.17 **Wonderkind:** Wonderkind Global BV.
- 1.18 **Written/in writing:** in writing or by e-mail, in case of email provided that the identity of sender and the integrity of the contents can be adequately established, and not including direct messaging services.

ARTICLE 2. RESALE OF THE SERVICES BY PARTNER

- 2.1 Wonderkind appoints Partner as reseller of the Services, on non-exclusive basis.
- 2.2 As reseller, Partner is allowed to:
 - Access and use the Software in accordance with Wonderkind's instructions.
 - Give demonstrations of the Services to prospect Customers.
 - Assign and manage Customer user-accounts for the Software.
 - Run the Campaigns and track their performance.
 - Track the Campaign spent in comparison to the Budget.
- 2.3 Partner cannot represent itself as a part, agent or employee of Wonderkind.
- 2.4 Partner will sell and provide the Services under its own name and brand.
- 2.5 Partner can only use the Wonderkind tradename, wordmark, logo and advertising materials with Wonderkind's prior written approval.
- 2.6 Partner has no exclusivity to sell the Services to certain (prospect) Customers.
- 2.7 Partner cannot resell the Services to parties that (wish to) resell the Services themselves.

ARTICLE 3. OBLIGATIONS OF WONDERKIND

- 3.1 Wonderkind may provide Partner with promotional materials to support Partner with reselling the Services, at Wonderkind's discretion. For this Wonderkind may charge Partner a reasonable fee, to be agreed upon between the Parties on case-by-case basis.
- 3.2 Wonderkind supplies the Services to Partner on best effort basis.
- 3.3 Wonderkind shall keep Partner informed about matters relevant for Partner such as technical developments, updates and changes with respect to the Services.
- 3.4 Upon request of Partner, Wonderkind will provide support to Partner in accordance with the SLA ([Annex 1](#)). This includes reasonable incidental support if Partner has questions about the use of the Software, support if Partner encounters bugs or technical issues with the Software and second-line technical support following a request for support from Customer to Partner. Wonderkind will not provide support directly to Customers.

ARTICLE 4. PARTNER'S OBLIGATIONS

- 4.1 In the best possible manner and at its own expense and risk, Partner shall promote, sell, and provide the Services to (prospective) Customers.
- 4.2 Partner shall provide honest advice about the Services to (prospective) Customers.
- 4.3 Partner is responsible for the execution of the Customer Contracts.
- 4.4 Partner shall provide the Services to Customers in accordance with best industry practices.
- 4.5 Partner shall provide Customers a reasonable level of support in using the Services, in accordance with Wonderkind's guidelines.
- 4.6 Partner shall provide Wonderkind with all the relevant information needed for the performance of the Agreement.
- 4.7 Partner shall not engage in an activity that damages (or is likely to damage) the Wonderkind brand or reputation.

ARTICLE 5. PARTNER'S USE OF THE SOFTWARE

- 5.1 Partner shall be responsible for the integration of the Wonderkind API within Partner's online environment, at its own expense and risk, if applicable.
- 5.2 Partner shall comply with all recommendations and reasonable requests of Wonderkind regarding the Software.
- 5.3 Partner shall not disproportionately burden or disrupt the Software.
- 5.4 When using the Software, Partner shall not cause disturbance for Wonderkind or others and shall observe applicable regulations and rules of conduct generally accepted in the sector.
- 5.5 Partner shall not use the Software for any other purpose than the performance of the Agreement.
- 5.6 Partner shall not (attempt to) reproduce the Software, directly or through a third party.
- 5.7 If Wonderkind suspects that Partner is not acting in accordance with article 5.1, 5.2 or 5.3, Wonderkind can take any measure it deems necessary to avoid (potential) disturbance or damages for Wonderkind or others. Then, Wonderkind may suspend (part of) the Services, without warning and without having to compensate Partner for damages incurred due to the suspension.
- 5.8 If a Customer notifies Partner of a disruption of the Software, Partner shall notify Wonderkind immediately and shall adhere to Wonderkind's instructions aimed at solving the disruption.
- 5.9 Partner shall take all necessary and up to date cybersecurity measures to secure its connection with the Wonderkind API.
- 5.10 Partner shall notify Wonderkind immediately of a (suspected) cybersecurity threat or incident with respect to the Wonderkind API, and shall take all steps from Partner's end required to resolve the situation, in alignment with Wonderkind's instructions.
- 5.11 If Partner places Wonderkind's cookies on Partner's website for Partner to provide the Services to Customers, Partner will provide notice and will log the consent from the website visitors, also on behalf of Wonderkind, to ensure compliance with applicable laws, regulations,

and industry guidelines. If Customers do so, Partner will ensure that they act in the same way. Partner confirms 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.

ARTICLE 6. CUSTOMER'S USE OF THE SOFTWARE

- 6.1 Wonderkind shall provide Partner with a reseller-account for the Software, so Partner can issue user-accounts to Customers and run the Campaigns for Customers.
- 6.2 Partner will keep the login details for the reseller-account confidential. This account is personal and non-transferable. At the request of Partner, Wonderkind can provide one or more additional accounts, at Wonderkind's discretion.
- 6.3 All activity taking place under user-accounts that Partner issues to Customers is deemed to take place under the responsibility and at the risk of Partner.
- 6.4 Partner shall include the Terms of Use in the Customer Contract ([Annex 2](#)).
- 6.5 In the event of (suspected) misuse of a user-account, Partner shall notify Wonderkind as soon as possible so Wonderkind can take the measures against the (suspected) misuse, notwithstanding Partner's own obligation to take precautionary measures.
- 6.6 Upon request of Wonderkind, Partner will take (legal) action against a Customer improperly using the Software. If Partner fails to take appropriate legal measures, Partner shall transfer the legal claim to Wonderkind, upon Wonderkind's request.
- 6.7 If Wonderkind suspects improper use of the Software, Wonderkind can suspend the Services, without this resulting in an obligation to compensate Partner or the Customer for damages due to this suspension.

ARTICLE 7. AVAILABILITY, SERVICE LEVEL AND MODIFICATIONS

- 7.1 Wonderkind provides access to the Software on 'as is' and best effort basis. Wonderkind does not guarantee that the Software is free from errors and available without interruption.
- 7.2 The SLA sets out the service window and response times that Wonderkind adheres to in case Partner requests support in accordance with article 3.4.
- 7.1 Wonderkind can suspend (access to) the Software temporarily for maintenance, modification or improvement. Wonderkind will make an effort to plan these suspensions outside Dutch office hours. Wonderkind will inform Partner of the planned suspensions. Wonderkind is not liable for damages of Partner or Customer due to these suspensions.
- 7.2 If Wonderkind discovers a bug or defect in the Software, whether or not based on a trouble-ticket raised by Partner, Wonderkind will resolve the defect as soon as possible.
- 7.3 Wonderkind may modify the Software to correct errors and improve functionality. If a modification results in a significant change in functionality, Wonderkind will inform Partner on beforehand. Wonderkind has no obligation to modify the Software for Partner alone.
- 7.4 With respect to the Software, if Partner notifies Wonderkind about a cybersecurity threat or incident, or if Wonderkind suspects a cybersecurity threat or discovers a cybersecurity incident, Wonderkind can implement all measures it deems necessary to avert the threat or deal with the incident. Then, Wonderkind may (temporarily) block Partner's and Customer's access to the Software.

ARTICLE 8. PRICES, BUDGET, INVOICING AND PAYMENT

- 8.1 The Budget is agreed upon in the Proposal and subsequent Orders.
- 8.2 Wonderkind invoices the Budget in parts, in advance, per the pricing and per the periods as specified in the Proposal and subsequent Orders.

- 8.3 The next invoice period starts at the end of the running period, or earlier, when the actual spent has exceeded the prepaid amount invoiced for that period, upon which Wonderkind will send the next invoice.
- 8.4 Parties can track the actual spent and the remaining Budget through the online Wonderkind dashboard as part of the Software.
- 8.5 If the Budget is running low, the Parties will agree on a new Budget, for which Partner will place a new Order by using the Order form in Annex 3. If Partner does not place a new Order within two (2) months after depletion of the Budget, this Agreement ends automatically.
- 8.6 The Wonderkind administration and dashboard are leading in determining the actual spent, Clicks, CPC values and remaining Budget, as well as the actual time spent on support services.
- 8.7 All prices are in euros and exclude VAT, unless stated otherwise in the Proposal.
- 8.8 We reserve the right to charge you a monthly fee for additional software functionality, as specified in the proposal or after your written approval. This monthly fee will be charged in advance on a monthly basis.
- 8.9 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.
- 8.10 Amounts invoiced by Wonderkind are payable and due within fourteen (14) calendar days after the invoice date, unless specified otherwise in the Proposal.
- 8.11 If Partner has failed to pay after ten (10) days following the due date, Partner is in default automatically. Then, Wonderkind may charge Partner statutory interest over the outstanding amount and Partner shall compensate Wonderkind for (judicial) collection costs, including costs of debt-collection agencies and lawyers. Then, Wonderkind can suspend the Services too, without warning or judicial intervention, and without having to compensate Partner for damages resulting from this suspension.
- 8.12 Failure of Customers to pay Partner for the Services does not discharge Partner from its payment obligations vis-à-vis Wonderkind.
- 8.13 Wonderkind can set-off amounts to be paid to Partner with amounts to be received from Partner. Partner can only do so after prior written approval from Wonderkind.
- 8.14 All amounts for Services rendered to Partner, interest and collection costs become immediately payable if Partner is declared bankrupt, applies for a moratorium on payments, an attachment is made on Partner's assets, enters into liquidation, or is dissolved.

ARTICLE 9. DURATION AND END OF THE AGREEMENT

- 9.1 The Agreement runs for twelve (12) months from the date of signing the Proposal. Thereafter, the Agreement automatically renews with periods of twelve (12) months.
- 9.2 Wonderkind and Partner can terminate the Agreement at the end of each twelve (12) months term, with at least one (1) month prior written notice. The Agreement also ends prematurely if Partner does not place on new Order as per article 8.5.
- 9.3 Either party may terminate the Agreement by written notice:
 - a) If the other party leaves a material breach of the Agreement uncured beyond thirty (30) days after receipt of a written default notice.
 - b) With immediate effect, if the other party requests suspension of payments, files for bankruptcy, has been declared bankrupt or winds up his business. This can be done without the intervention of a court and without any obligation to pay compensation.
 - c) With immediate effect, if force majeure (article 11) prevents compliance with the Agreement for more than ten (10) working days.
- 9.4 Budget not spent at the end of the Agreement shall be due to Wonderkind and will not be refunded to Partner.
- 9.5 If, at the end of the Agreement, Partner has spent more than the Budget on Campaigns, Wonderkind will invoice the difference to Partner and Partner is obligated to pay the invoice.

Then, article 8 remains in force until full payment of all outstanding amounts, interest and costs by Partner to Wonderkind.

- 9.6 Articles that by their nature are meant to remain in force after termination shall remain in force, including, without limitation articles 8, 10 up to and including 14, 16 and 17.
- 9.7 At the end of the Agreement, Wonderkind may delete all stored data and cancel the reseller and Customer user accounts. Partner can make a copy of the data through the Software before the end of the Agreement.

ARTICLE 10. LIABILITY AND INDEMNIFICATIONS

- 10.1 Wonderkind's liability for direct damages under the Agreement is limited per damage-causing event, or series of connected events, to an amount equal to the agreed price for the Services. If the incident is associated with one or more specific Campaigns, the liability is limited to the amount paid to Wonderkind for these specific Campaigns. The total sum payable for direct damages can never exceed the total amounts paid for the Services in the twelve (12) months prior to the damage-causing event(s), with a maximum aggregate amount of EUR 30,000.
- 10.2 Direct damage is exclusively understood as the reasonable expenses incurred by Partner to repair or resolve Wonderkind's shortcomings, to make Wonderkind's performance in conformity with the Agreement, to prevent or limit the directly related damage(s) and to determine the cause and extent thereof.
- 10.3 Wonderkind is not liable for indirect damages, consequential damages, loss of profit, missed savings, damages due to business interruption or costs incurred to recover wholly or partly lost data, of Partner, Customer or third parties.
- 10.4 Not excluded is Wonderkind's liability for damages resulting from willful misconduct or gross negligence.
- 10.5 Partner indemnifies Wonderkind for all Customer and third-party claims for compensation of damages arising out of a breach a) by Partner of the Customer Contract, b) by Customer of the Customer Contract and c) by Wonderkind of the Agreement.

ARTICLE 11. FORCE MAJEURE

- 11.1 If Wonderkind cannot meet part of its obligations due to circumstances beyond Wonderkind's control (force majeure), Wonderkind does not have to compensate Partner for any damages.
- 11.2 Force majeure includes circumstances such as: internet malfunction, telecom malfunction, cyberattacks, power outages, domestic disturbances, mobilization, war, transport disruptions, strike, business disturbances, supply stagnation, fire, flood or pandemic.
- 11.3 Force majeure also includes non-performance by third parties or suppliers that Wonderkind depends on in delivering the Services to Partner.

ARTICLE 12. CONFIDENTIALITY

- 12.1 The Parties will keep the information they receive from the other Party confidential, unless this information was already disclosed, but not through the actions of the other Party, and unless the other Party has approved the disclosure in writing on beforehand.
- 12.2 The Parties can only use the information received from the other Party within the context of the Agreement.
- 12.3 At the end of the Agreement, the Parties will delete and/or destroy the confidential information regarding the other Party. Upon request of the other Party, they will provide written confirmation hereof to the other Party.
- 12.4 If Partner fails to comply with the confidentiality obligations set forth in this article, Partner will incur a penalty of EUR 25.000,- that is immediately due and payable to Wonderkind, as well as EUR 5.000,- for each that day the breach continues, without prejudice to the other rights of Wonderkind to claim performance and/or compensation for the damage caused by such breach.

12.5 This article shall survive the termination of the Agreement for a period of three years.

ARTICLE 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 Wonderkind, and where applicable Wonderkind's licensors, are the exclusive owners of all existing and future intellectual property rights pertaining to the Software, Services, and the Wonderkind website, associated documentation, databases, designs and logos.
- 13.2 Partner shall not remove Wonderkind's name, logo and copyrighted content from Wonderkind's promotional materials.
- 13.3 Partner cannot, directly or through third parties, use the Wonderkind intellectual property rights for the development of software and services that compete with Wonderkind's Software and Services.
- 13.4 If a copyright owner or agent in the USA sends Wonderkind a take-down notice, Wonderkind will remove any infringing content in accordance with the Digital Millennium Copyright Act (DMCA).
- 13.5 Partner grants Wonderkind the right to use Partner's name and logo on its website and in its promotional materials to present Partner as Wonderkind reseller. Partner can revoke this right by sending an email to press@wonderkind.com.
- 13.6 All information stored or processed through the Software remains the property of Partner or its Customers. Wonderkind may use this information for providing and enhancing the Services and for statistical purposes. Wonderkind can share statistical data related to this information in aggregated and anonymous form with third parties, during and after the Agreement.
- 13.7 Partner is responsible for acquiring the necessary licenses to disclose and use the Content, while using the Customer's social media channels.
- 13.8 If Partner sends bug reports or suggestions for improvement to Wonderkind, Partner grants Wonderkind a perpetual, unlimited and royalty-free license to use this information for improving the Services. 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.

ARTICLE 14. NON-COMPETE AND NON-SOLICITATION

- 14.1 Partner shall not develop software or services that are similar to, or compete with Wonderkind's Software or Services, whether or not based on Wonderkind information and intellectual property rights. This restriction includes Partner independently developing software or services that compete with or are similar to the Wonderkind Software or Services. This restriction survives the end of the Agreement for a period of [3 (three) years].
- 14.2 The Parties shall not solicit each other's employees, let them work directly or indirectly for their organization, or negotiate about this with them without the other Parties' prior written consent. The Parties can make their consent subject to certain conditions, such as payment of reasonable compensation. This obligation survives the end of the Agreement with one year.

ARTICLE 15. CONSULTATION

- 15.1 Wonderkind and Partner will each assign a staff member as dedicated point of contact for the other. The contact details for the Wonderkind point of contact are specified in the SLA.
- 15.2 Wonderkind and Partner will regularly meet to evaluate the progress of the Agreement.

ARTICLE 16. PROCESSING OF PERSONAL DATA

- 16.1 As controller (defined in the GDPR), Wonderkind may collect Personal Data of Partner to:
 - Execute the Agreement.
 - Authenticate users of the Software.
 - Troubleshoot for the Software.
 - Make sure the Software is secure.
 - Monitor and improve the Software.

- Send news and information about the Wonderkind services, based on opt-in, while opt-out is possible at any time by following the instructions in emails Partner receives.
- 16.2 Wonderkind will keep the Personal Data of Partner for as long as necessary to achieve these purposes.
- 16.3 Partner has the right to: (i) request that Personal Data held by Wonderkind is corrected, restricted, or erased (ii) object to certain processing activities, and (iii) request a copy of the Personal Data we hold. Partner also has the right to make a complaint with the relevant supervisory authority. Wonderkind will inform Partner promptly if Wonderkind cannot partially or fully meet Partner's request, including the reasons thereof.
- 16.4 Wonderkind may engage others for processing of Personal Data as part of the Wonderkind cloud-based infrastructure. These companies are subject to data processing and security agreements limiting their right to process information to what is necessary to deliver their cloud services to Wonderkind. Their processing is taking place on servers located in the EU.
- 16.5 The Software may allow Partner to process Personal Data of Customers. Then, Partner is the controller and Wonderkind the processor. As controller, Partner will get proper Customer consent and will comply with the GDPR. As processor, Wonderkind shall:
- only process this Personal Data to perform the Agreement
 - take reasonable technical and organizational measures against loss or unlawful processing, considering the sensitivity of the Personal Data involved, the costs of the measures, the available technology, and common industry practice.
 - only engage sub-processors under these same provisions applying to Wonderkind as processor for Partner.
 - notify Partner immediately in case of a security incident or data leak pertaining to the Personal Data, specifying the (suspected) cause, consequences, proposed solution and measures already taken.
 - forward to Partner Customer requests related to the Personal Data (inspection, correction, deletion, and transfer) and help Partner to comply with these if necessary.
 - treat the Customer Personal Data as confidential information (article 12).
 - allow Partner to conduct an audit by an independent registered EDP auditor of Wonderkind's compliance with these processor obligations, if Partner suspects misuse of the Personal Data, has given 2 weeks prior written notice and bears the costs of the audit.
- 16.6 Partner can send requests about the processing of Personal Data to legal@wonderkind.com.

ARTICLE 17. MISCELANEOUS

- 17.1 Wonderkind can transfer its rights and obligations under the Agreement to a third party, such as a factoring company. Wonderkind shall give Partner at least thirty (30) days prior written notice of such a transfer.
- 17.2 If a provision in the Agreement proves to be null and void, this shall not affect the validity of the remainder of the Agreement. Then, the Parties will make a reasonable effort to agree on a new permitted provision with the same commercial effect.
- 17.3 The agreement is governed solely by the laws of the Netherlands.
- 17.4 Any disputes arising from the Agreement shall be referred to the competent court in Amsterdam, but not after the Parties have both used their best efforts to settle the dispute amicably.

ANNEX 2_TERMS OF USE

Pertaining to the Wonderkind Partner Terms and Conditions, version June 2023

Partner should at least include the following terms of use in the Customer Contracts.

DEFINITIONS

We use the following definitions in these general terms and conditions:

- **Campaigns:** the online job and employer branding advertising campaigns that we run for you as part of our services through various online media channels, such as Google, LinkedIn and Meta (Facebook and Instagram).
- **Content:** the job ads and other content that you provide for the Campaigns.
- **Software:** our online environment where you can upload your job ads and content, determine the Budget, plan the Campaigns and assess the Campaign performance and our supporting software.
- **We or Us:** [NAME OF PARTNER]
- **You:** our customer using the Software.

ARTICLE 1. OUR SERVICES

1. For planning, running, and assessing the performance of the Campaigns, we grant you access to our Software. We do this based on our best efforts, but do not give guarantees about the result.
2. We may optimize the Campaigns without your prior consent.
3. Campaign statistics are provided by third party platforms and are indicative only.
4. We may use statistical data about the Campaigns for optimizing our services. We can share the statistical data with third parties in aggregated and anonymous form.

ARTICLE 2. YOUR OBLIGATIONS RELATED TO CONTENT AND ONLINE MEDIA CHANNELS

1. You will allow us to run the Campaigns via your online media channels.
2. You will furnish correct and up to date Content. You will make sure that the Content is virus-free and will not damage our software and systems.
3. You will meet the technical requirements for optimal use of our services, such as with respect to integration of software codes and cookies on your online media channels.
4. The Content complies with applicable regulations, does not breach third party rights and is not slanderous, racist, or otherwise objectionable.
5. Our Software automatically maps your job ads with the most suitable predefined profiles for targeting the appropriate audience. This is done based on your Content. You will verify the mapping before start of the Campaign. Correct mapping will improve the Campaign results.
6. You give us a non-exclusive, royalty free and worldwide license to use the Content for the Campaigns. We may modify, translate, and sublicense the Content for this purpose.
7. For the Campaigns, we may place cookies on your website. For this purpose, you will give visitors a cookie-notice and log their consent appropriately, for yourself and on our behalf.
8. You will not (directly or through a third party) generate automated, fraudulent, or otherwise invalid impressions, inquiries, clicks or conversions on the agreed media channels.

ARTICLE 3. YOUR OTHER OBLIGATIONS

1. We will provide user-accounts for our Software. You are responsible for the user-accounts and the persons using them. You will keep the login details confidential. If you suspect or know that the confidentiality is breached, you must change them and notify us immediately.
2. The user-accounts are personal. You will not share these with more than one person. You will not provide the user-accounts to persons not or no longer working for you.

3. You will not use equipment or software that may disrupt our Software or transmit data that disproportionately burdens our Software.
4. When using the Software, you will not cause disturbance for us or others and you will observe applicable regulations and rules of conduct generally accepted in the sector.
5. You will not use the Software for any other purpose than its intended use by you. You will not reverse engineer or reproduce the Software, directly or through a third party.
6. If we suspect that you are not acting in accordance with the previous clause, we can take any measure we deem necessary in order to avoid (potential) disturbance or damages for us or others. You indemnify us for any related claims of third parties.
7. We may suspend (part of) our services if you do not meet (part of) your obligations in articles 2 and 3, without prejudice to any other rights we may have. In such case, we do not have to inform you upfront or compensate you for damages that you incur due to the suspension.
8. You will indemnify us if another organization claims compensation for damages resulting from you breaching (part of) your obligations in articles 2 and 3.

ARTICLE 4. AVAILABILITY, MAINTENANCE AND CONTACT

1. We try our best to keep the Software continuously available, but do not guarantee uninterrupted availability.
2. We may temporarily decommission the Software for maintenance, adjustment or improvement.
3. We keep these interruptions short and plan them as much as possible outside office hours.
4. We try our best to inform you in advance of planned interruptions. We are not liable for compensation of damages resulting from such an interruption.
5. On our website you can find instructions on how to contact us in case of questions about or issues with the Software.
6. You are responsible for the hardware, software and connections to access the Software.

ANNEX 3_ORDER FORM

Pertaining to the Wonderkind Partner Terms and Conditions, version June 2023

ORDER FORM CAMPAIGN BUDGET	
Details Partner:	
Date of order:	
Additional Budget ordered:	EUR
Invoicing scheme:	
- Invoice 1: EUR	Invoiced upon signing of this Order form
- Invoice 2: EUR	Invoiced ... months after invoice 1, or earlier if Budget is spent
- Invoice 3: EUR	Invoiced ... months after invoice 2, or earlier if Budget is spent
- Invoice 4: EUR	Invoiced ... months after invoice 3, or earlier if Budget is spent
<p>This order form is part of the Agreement that is in place between Partner and Wonderkind Global B.V. on the date of signing of this Order form by Partner. This Order form is governed by the Agreement, including the Wonderkind Partner Terms and Conditions (version June 2023). Article</p> <p>Wonderkind invoices the Budget in parts, in advance, per the pricing and per the periods as specified in the Proposal and subsequent Orders.</p> <p>8.3 The next invoice period starts at the end of the running period, or earlier, when the actual spent has exceeded the prepaid amount invoiced for that period, upon which Wonderkind will send the next invoice.</p>	
SIGNED FOR APPROVAL	
<p>.....</p> <p>Name:</p> <p>Function:</p>	