

## TERMS AND CONDITIONS FOR RESELL PARTNERS USING THE INSPIRE PLATFORM

### 1. Definitions

1.1. **"Wonderkind"** refers to Wonderkind Global B.V., the provider of the Inspire platform and related Services.

1.2. **"Resell Partner"** refers to the company or entity using Wonderkind's Inspire platform to service its clients.

1.3. **"Client"** refers to the end customer of the Resell Partner.

1.4. **"Services"** refer to the talent attraction services provided through the Inspire platform.

1.5. **"Agreement"** refers to the document outlining the agreed terms, fees, and specifications of the Services. In case of any conflict or inconsistency between the Agreement and these Terms and Conditions, the terms of the Agreement shall prevail.

1.6. **"SLA"** refers to the service level agreement in Annex 1.

1.7. **"Software"** refers to Wonderkind's talent attraction technology, consisting of an API, an online environment, and underlying software.

1.8. **"Written/in writing"** refers to in writing or by e-mail, provided that the identity of the sender and the integrity of the contents can be adequately established, excluding direct messaging services.

### 2. Resale of the Services by Resell Partner

2.1. Wonderkind appoints Resell Partner as a non-exclusive reseller of the Services.

2.2. As a reseller, the Resell Partner is allowed to:

- Access and use the Software in accordance with Wonderkind's instructions.
- Give demonstrations of the Services to prospective 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. Resell Partner cannot represent itself as a part, agent, or employee of Wonderkind.

2.4. Resell Partner will sell and provide the Services under its own name and brand unless otherwise agreed in writing.

2.5. Resell Partner can only use the Wonderkind trade name, wordmark, logo, and advertising materials with Wonderkind's prior written approval.

2.6. Resell Partner has no exclusivity to sell the Services to (prospective) Customers.

### **3. Resell Partner Obligations**

3.1. The Resell Partner must ensure that it has obtained all necessary permissions and consents from its Clients to use the Services.

3.2. The Resell Partner is responsible for ensuring the accuracy and legality of all information provided to Wonderkind for the Services.

3.3. The Resell Partner must comply with all applicable laws and regulations while using the Inspire platform.

3.4. Resell Partner ensures compliance with platform advertising standards (including, but not limited to, Meta, Google, LinkedIn, TikTok, Snapchat, YouTube, Reddit, Pinterest) supported by Wonderkind.

### **4. Prices, Budget, Invoicing, and Payment**

4.1. The Resell Partner agrees to pay the License Fee (if applicable) and the Ad Commission Fee as specified in the Agreement.

4.2. The Ad Commission Fee will be invoiced monthly in arrears unless otherwise stated in the Agreement.

4.3. Invoices will be sent via post-paid construction at the end of each calendar month, covering the Media Spend and Ad Commission Fee for the previous month.

4.4. All prices are in euros and exclude VAT unless stated otherwise in the Agreement.

4.5. Amounts invoiced by Wonderkind are payable and due within fourteen (14) calendar days after the invoice date unless specified otherwise in the Agreement.

4.6. If the Resell Partner fails to pay after ten (10) days following the due date, Wonderkind may charge statutory interest and collection costs, including costs of debt-collection agencies and lawyers.

4.7. If the Resell Partner fails to pay within five (5) days after the due date, Wonderkind has the right to pause all running campaigns without prior notice and without any liability for damages resulting from the suspension.

4.8. The Resell Partner can track the actual ad spend and remaining budget through the online Inspire dashboard.

4.9. Wonderkind reserves the right to offer additional functionalities to its Services at extra costs, which are optional and require the Resell Partner's prior consent.

4.10. The Resell Partner is only entitled to financial incentives such as rebates as agreed upon in the Agreement if the Resell Partner complies with a 14-day payment term on average during the term of the agreement. If the Resell Partner fails to comply with this payment term, the Resell Partner will not be entitled to financial incentives until it complies with the 14-day payment term on average again.

## **5. Availability, Service Level, and Modifications**

5.1. Wonderkind provides access to the Software on an 'as is' and best effort basis. Wonderkind does not guarantee that the Software is free from errors and available without interruption.

5.2. The SLA sets out the service window and response times that Wonderkind adheres to in case the Resell Partner requests support.

5.3. 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 and will inform the Resell Partner of the planned suspensions. Wonderkind is not liable for damages of the Resell Partner or Customer due to these suspensions.

5.4. If Wonderkind discovers a bug or defect in the Software, whether or not based on a trouble ticket raised by the Resell Partner, Wonderkind will resolve the defect as soon as possible. Wonderkind may modify the Software to correct errors and improve functionality. If a modification results in a significant change in functionality, Wonderkind will inform the Resell Partner beforehand. Wonderkind has no obligation to modify the Software for the Resell Partner alone.

5.5. With respect to the Software, if the Resell 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. Wonderkind may (temporarily) block the Resell Partner's and Customer's access to the Software.

## **6. Obligations of Wonderkind**

6.1. Wonderkind may provide the Resell Partner with promotional materials to support the Resell Partner with reselling the Services, at Wonderkind's discretion. For this, Wonderkind may charge the Resell Partner a reasonable fee, to be agreed upon between the Parties on a case-by-case basis.

6.2. Wonderkind supplies the Services to the Resell Partner on a best effort basis.

6.3. Wonderkind shall keep the Resell Partner informed about matters relevant to the Resell Partner such as technical developments, updates, and changes with respect to the Services.

## **7. Confidentiality**

7.1. 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 beforehand.

7.2. The Parties can only use the information received from the other Party within the context of the Agreement.

7.3. 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 thereof to the other Party.

7.4. If the Resell Partner fails to comply with the confidentiality obligations set forth in this article, the Resell 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 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.

7.5. This article shall survive the termination of the Agreement for a period of two years.

## **8. Intellectual Property**

8.1. All intellectual property rights in the Inspire platform and any materials provided by Wonderkind remain the property of Wonderkind.

8.2. The Resell Partner is granted a non-exclusive, non-transferable license to use such materials and Services solely for the purposes outlined in the Agreement.

## **9. Term and Termination**

9.1. The Agreement runs for twelve (12) months from the date of signing the Agreement unless otherwise agreed in the Agreement. Thereafter, the Agreement automatically renews for periods of twelve (12) months.

9.2. Wonderkind and Resell Partner can terminate the Agreement at the end of each twelve (12) months term, with at least one (1) month prior written notice.

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 their 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 prevents compliance with the Agreement for more than ten (10) working days.

## **10. Liability**

10.1. Wonderkind's liability for any breach of this Agreement, negligence, or other default shall not exceed the total amount paid by the Resell Partner for the Services in the six (6) months preceding the event giving rise to the claim.

10.2. Wonderkind is not liable for any indirect, consequential, or special damages arising from the provision of the Services.

## **11. Indemnification**

11.1. The Resell Partner shall indemnify, defend, and hold harmless Wonderkind, its affiliates, officers, employees, and agents from and against any and all third-party claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable legal fees) arising out of or in connection with:

(a) Any claim made by a Client relating to the Resell Partner's resale, use, or provision of the Services;

(b) Any misuse or unauthorised use of the Inspire Platform by the Resell Partner or its Clients;

(c) Any breach by the Resell Partner or its Clients of applicable laws, including data protection legislation, industry self-regulation standards, or advertising platform policies (such as Meta, Google, TikTok, LinkedIn, Snapchat, and others);

(d) Any regulatory investigation, fine, or enforcement action resulting from the Resell Partner's failure to obtain appropriate consents or comply with its legal obligations.

11.2. This indemnity shall survive the termination or expiration of the Agreement.

## **12. Data Protection and Privacy Roles**

12.1. The Resell Partner acknowledges that Wonderkind only processes limited personal data of its users (such as name and email address) for the sole purpose of providing access to the Inspire Platform.

12.2. Wonderkind does not collect, process, or store any personal data of job applicants or candidates. All application and candidate-related activities remain fully outside the scope of Wonderkind's services.

12.3. Each Party acts as an independent controller for the personal data it processes. No controller–processor relationship is established under this Agreement, and accordingly, no separate Data Processing Agreement (DPA) is required.

12.4. The Resell Partner remains solely responsible for:

- Obtaining all necessary consents from its Clients and applicants;
- Complying with applicable data protection and privacy laws; and
- Ensuring that its use of the Inspire Platform, and that of its Clients, complies with all relevant advertising platform policies.

12.5. For transparency, Wonderkind maintains a Data Protection Policy that outlines its internal security, privacy, and data handling practices. This policy is publicly available online and may be updated from time to time without notice.

## **13. Miscellaneous**

13.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

13.2. Any amendments to this Agreement must be made in writing and signed by both parties.

13.3. This Agreement is governed by the laws of the Netherlands, and any disputes arising shall be subject to the exclusive jurisdiction of the courts in Amsterdam.

## ANNEX 1 SERVICE LEVEL AGREEMENT

Resell Partner will have access to a dedicated Resell Partner Success Manager (PSM) to ensure ongoing success and value of the Wonderkind Solution. PSM will Partner with the Resell Partner and product admins to focus on product utilization and engagement. Using the business objectives (as set by the PSM and Resell Partner), the PSM will work to achieve success by actively monitoring, flagging, and addressing ongoing Resell Partner ROI at every stage of the Resell Partner lifecycle.

Category	Responsibility	Resell Partner & Business Value
Onboarding	Assist Resell Partner onboarding process to ensure they can actively utilize the Wonderkind solution quickly and successfully based on the business objectives set by the AE and Resell Partner.	Ensure success with Wonderkind solution ASAP
Ongoing Engagement	Conduct outreach to Resell Partner not engaged with Wonderkind solution (via trainings or calls) in line with Resell Partner Learning Plan.	Boost utilization and ROI
	Oversee usage effectiveness and opportunities for Resell Partner optimization.	Ensure all operational teams are successful with Wonderkind solution
Resell Partner stakeholder management	Be point of contact for Resell Partner and product-admins & product-related issue escalations. These are all non-commercial issues the Resell Partner wishes to address.	Single point of contact for Resell Partner & stronger Resell Partnership, understanding of Resell Partner needs.
Additional Responsibilities	<p>Operational Reviews and Quarterly Business Reviews. Wonderkind will agree with Resell Partner a set time per quarter to conduct a Quarterly Business Review (QBR) for the purposes of reviewing the last quarter's performance and to discuss plans for the next quarter.</p> <p>An export of the data as shown in the Wonderkind dashboard will be included in the QBR. The export contains the following data:</p> <ul style="list-style-type: none"> <li>• Campaign</li> <li>• Clicks</li> <li>• created at</li> <li>• impressions</li> <li>• reach</li> <li>• Social</li> <li>• CTR</li> </ul>	Optimize and realize Resell Partner potential.

	<ul style="list-style-type: none"> <li>• CPC</li> </ul>	
--	---	--

### Workflow

#### Login and Access:

Users access the Inspire Platform via their unique credentials.

#### Job Feed Integration:

Users upload a Job Feed XML containing their job inventory.

#### Job Analysis and Content Creation:

The Inspire Platform analyses job content, leveraging generative AI to create high-ROI ad creatives tailored to each job and target audience.

#### Job Distribution:

The Platform automatically distributes job ads across the preferred platforms of Next-Gen Talent, including Facebook, Google, YouTube, TikTok, and others.

#### Talent Capture:

The Inspire Platform tracks and captures candidates via web pages hosted by the Resell Partner or Resell Partner's clients

### Service Window

The Service Window applies to the contact moments between Resell Partner and Wonderkind in whichever form.

Category	Window	Description
Non-technical issues	Service Window	On working days between 9 a.m. and 5 p.m. (CEST)
Technical issues	Service Window	24 hours' opportunity



**Response time table**

Category	Response time	Explanation
Non-technical issues (campaign management, insights, optimization)	1 business day	Contact dedicated psm
Technical issues	1 business day	Contact help desk at <a href="mailto:support@wonderkind.com">support@wonderkind.com</a>

**Availability**

Category	Details
Uptime Guarantee	Wonderkind guarantees 99.5% uptime during each calendar month, excluding planned maintenance and force majeure.
Planned Maintenance	<ul style="list-style-type: none"><li>• Conducted outside Dutch office hours whenever possible.</li><li>• At least 48 hours' advance notice via email or designated channels.</li></ul>
Unplanned Downtime	Wonderkind will prioritise restoration efforts based on severity. Details are outlined in the "Incident Response and Resolution Times" section.
Exclusions	<ul style="list-style-type: none"><li>• Downtime caused by force majeure, third-party integrations, or issues outside Wonderkind's reasonable control.</li><li>• Resell Partner's non-compliant use of the Services.</li><li>• Scheduled maintenance announced in advance.</li></ul>
Monitoring & Reporting	<ul style="list-style-type: none"><li>• Wonderkind uses monitoring tools to track service uptime.</li><li>• Monthly uptime reports available upon request.</li><li>• Detailed logs provided for disputed downtime.</li></ul>

**Escalation Process**

1. **First Level:** Resell Partner contacts the Wonderkind Support Team at [support@wonderkind.com](mailto:support@wonderkind.com) or through the support chat for all technical, operational, or campaign-related queries.
2. **Second Level:** If unresolved, the issue escalates to the Wonderkind Resell Partner Success Team for further investigation and resolution.
3. **Final Level:** Critical or unresolved issues are escalated to the Wonderkind Leadership Team for immediate intervention.

**Responsibilities**

<b>Wonderkind Responsibilities</b>	<b>Resell Partner Responsibilities</b>
Maintain the Inspire Platform’s availability and performance.	Ensure job feeds are live, correctly formatted and uploaded.
Provide access to a dashboard for campaign tracking and metrics.	Use the Inspire Platform in strict adherence to provided guidelines and all applicable laws and regulations.
Notify Resell Partners of planned maintenance or significant updates.	Report issues promptly via the designated support channels.

**Updates and Revisions**

Wonderkind reserves the right to update this SLA with a minimum of 30 days’ notice. Continued use of the Inspire Platform constitutes acceptance of the updated SLA.