wonderkind

NEXT PLATFORM · LEGAL

Terms & Conditions

The terms that govern your use of NEXT, Wonderkind's AI-powered recruitment marketing platform across the Attract, Qualify, and Deliver modules.

VERSION
1.0

LAST EDITED
24 June 2026

Wonderkind Global B.V. · KvK 66092302 · VAT NL825299937B01
H.J.E. Wenckebachweg 123, 1096 AM Amsterdam, the Netherlands

Provider: Wonderkind Global B.V., a private limited company under the laws of the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number **66092302**, VAT number **NL825299937B01**, with registered office at H.J.E. Wenckebachweg 123, 1096 AM Amsterdam, the Netherlands ("**Wonderkind**", "**we**", "**us**", "**our**").

1. Definitions

- **Agreement**: the Order, these Terms, the DPA, and the SLA, together. Where they conflict, the Order prevails, then these Terms, then the DPA, then the SLA.
- **Order**: the proposal, order form, or in-product order, plan selection, and configuration the Customer accepts (whether signed or confirmed in the Platform) that sets out the plan, prices, and options the Customer has chosen.
- **Platform**: NEXT, Wonderkind's online environment, dashboard, API, AI models, and underlying software, plus all updates.
- **Services**: running job-advertising and employer-branding campaigns through the Platform, including creating content, setting budget, qualifying candidates, delivering them to the Customer's systems, planning, optimising, and reporting.
- **Modules**: the Platform's functional areas: **Attract** (AI ad creation and distribution), **Qualify** (application flows, knock-out questions, lead capture), and **Deliver** (delivery of candidates to the Customer's systems and agentic campaign optimisation).
- **Campaign**: an online job-advertising or employer-branding campaign run for the Customer through the Platform.
- **Content**: the job ads, text, images, and other material the Customer provides or approves.
- **Generated Content**: ad creative, copy, or other material produced by the Platform's AI on behalf of the Customer.
- **Performance Budget**: the amount the Customer loads into its wallet for a Campaign, priced toward a target outcome (CPC, CPL, or CPQA).
- **Target Cost**: the Customer's desired cost per delivered outcome (per click, per lead, or per qualified applicant), set by the Customer in the Platform.
- **Target Number of Outcomes**: the number of outcomes implied by the Performance Budget divided by the Target Cost (Budget ÷ Target Cost).
- **Delivered Outcome**: a result that draws down the Performance Budget, as defined in Article 9.1.9.
- **Credits**: units consumed when the Customer uses chargeable Platform features that automate, accelerate, or assist campaign management. These include AI actions (such as generating ads or qualifying candidates), automation flows, mid-flight campaign edits, and similar features. Plans include a monthly allowance (**Bundled Credits**); additional units are available as **Top-Up Credits**.
- **Wallet**: the Customer's pre-funded balance of Performance Budget and Credits shown in the dashboard.
- **Payment Method**: the card, direct debit, or other payment instrument the Customer registers with us or our payment processor to fund the Wallet.
- **Auto Top-Up**: the optional setting by which the Customer authorises automatic recharges of Performance Budget and/or Credits when its Wallet balance falls below a threshold the Customer sets.

- **Customer**: the organisation that enters into the Agreement to use the Services.
- **Authorized User**: an employee or contractor the Customer permits to use the Platform under its account.
- **Channels**: third-party media platforms where Campaigns run (e.g. Meta, Google, LinkedIn, TikTok, job boards).
- **Candidate Data**: data about applicants and candidates collected through the Services.
- **Personal Data** / **processing**: as defined in the GDPR; governed by the DPA.
- **DPA**: the Data Processing Addendum at www.wonderkind.com/DPA.
- **In writing**: includes email and confirmations made in the Platform, where sender and content can be reasonably verified.

2. Acceptance and electronic agreement

2.1 The Agreement is formed when the Customer first does any of the following, whichever happens earliest: (a) signs or accepts an Order; (b) clicks to accept these Terms in the Platform (for example when creating an account, selecting a plan, or launching a Campaign); or (c) accesses or uses the Platform.

2.2 Both a signed Order and an in-product click-through acceptance are valid and may apply to the same Customer. Where both exist, the signed Order governs if it conflicts with an in-product selection; in all other respects both apply concurrently.

2.3 The individual who accepts the Agreement or creates the account warrants that they are authorised to bind the Customer. The Customer is bound by all acceptances and actions taken through its account.

2.4 The Customer agrees that acceptances, authorisations, and confirmations made in the Platform, including accepting these Terms and the DPA, connecting Channels, confirming the warranties in Articles 7 and 12, approving Content or Generated Content, purchasing Performance Budget or Credits, and enabling Auto Top-Up, are valid and legally binding. Our records of these in-product actions (including the user, document version, and timestamp) are admissible evidence of them.

2.5 The Agreement may be accepted and signed electronically and in counterparts. An electronic acceptance has the same legal effect as a handwritten signature.

3. Representations and warranties

3.1 Each party represents and warrants to the other that, on the date the Agreement is accepted and for its duration: (a) it has full power and authority to enter into and perform the Agreement, and the individual accepting it is duly authorised to bind that party; (b) entering into and performing the Agreement does not and will not breach any other agreement or obligation by which it is bound; (c) it is not subject to any pending or threatened litigation, insolvency, or regulatory proceeding that would materially affect its ability to perform the Agreement; and (d) it will comply with all laws applicable to its performance of the Agreement.

3.2 Except as expressly set out in the Agreement, neither party makes any other representation or warranty, and each disclaims all implied warranties to the fullest extent permitted by law (see Article 14.5).

4. Our Services and right to use

4.1 We grant the Customer a non-exclusive, non-transferable right to access and use the Platform for its own internal recruitment and employer-branding purposes, as set out in the Order.

4.2 We may optimise Campaigns to improve performance without seeking the Customer's prior approval, within the budget and parameters the Customer sets.

4.3 We provide support as described in the SLA (Annex 1).

4.4 Campaigns typically go live on the relevant Channels within 24 hours of launch.

5. Accounts and Authorized Users

5.1 The Customer gives each Authorized User their own login. Logins must not be shared or used by more than one person.

5.2 The Customer is responsible for everything done under its account and by its Authorized Users, including purchases, campaign actions, and authorisations made in the Platform.

5.3 The Customer will promptly disable access for any Authorized User who leaves, and will notify us promptly if it suspects any unauthorised access to its account.

6. Acceptable use

The Customer will not:

6.1 use the Platform unlawfully or in any way not permitted by this Agreement;

6.2 copy, modify, translate, or create derivative works of the Platform;

6.3 reverse-engineer or attempt to extract the source code or AI models;

6.4 resell, sublicense, rent, or share access to the Platform with third parties;

6.5 remove or alter any of our (or our licensors') proprietary notices; or

6.6 use the Platform to build or support a product or service that competes with it.

7. The Customer's responsibilities

7.1 Provide accurate, up-to-date, virus-free Content that complies with applicable law and Channel rules.

7.2 Ensure its job ads and hiring practices are **lawful and non-discriminatory** (for example, free from discrimination on grounds of race, gender, age, religion, disability, or any other protected characteristic) and comply with any laws specific to its industry or the roles advertised.

7.3 Review all Content and Generated Content before it goes live and confirm it is accurate, lawful, and non-discriminatory. The Customer remains responsible for everything published, including Generated Content it approves. Where the Customer approves Content or Generated Content in the Platform, that approval is the Customer's confirmation under this clause.

7.4 Configure knock-out questions and job-description criteria accurately and lawfully; the Customer is responsible for the qualification bar it sets.

7.5 Use the Services in line with good industry practice and be responsible for managing its own Campaigns.

7.6 Take reasonable security measures for any connection to our API and report any security incident to us promptly.

8. Channels and third parties

8.1 We run Campaigns as **principal**: we procure and place media on Channels in our own name and at our own risk, within the Performance Budget and parameters the Customer sets.

8.2 Channels (e.g. Meta, Google, LinkedIn, TikTok) set their own terms, which are non-negotiable and apply to the Customer's ads and content. The Customer's Content must comply with those terms, and the Customer will provide any brand authorisations or ad-account access a Channel requires. Where the Customer grants such authorisation through the Platform, that in-product action is the Customer's authorisation for the purpose of this clause.

8.3 We are not responsible for a Channel's acts, omissions, downtime, policy changes, or for content that third parties publish on those Channels.

9. Pricing: what you pay for

The Customer pays for two things only: its **Performance Budget** and its **Credits**. Both are managed self-serve in the Platform on a prepaid basis.

9.1 Performance Budget

9.1.1 **Setting a Campaign.** For each Campaign the Customer sets a Target Cost per outcome (CPC, CPL, or CPQA) and a total Performance Budget. Together these define the Target Number of Outcomes (Budget ÷ Target Cost). Market-rate figures shown in the Platform are guidance only; Target Costs are subject to Channel minimums.

9.1.2 **Optimisation.** We deploy the Budget across Channels and optimise continuously toward the Target Cost and Target Number of Outcomes.

9.1.3 **Wonderkind as principal.** We procure and place media in our own name and at our own risk. Our media costs and any margin are our own commercial matter and are not itemised to the Customer. The Performance Budget is the price for running the Campaign toward its goal. It is not a pass-through of media cost.

9.1.4 **Drawdown.** The Performance Budget draws down at the Target Cost per outcome for each Delivered Outcome. We never spend more than the Budget.

9.1.5 **Campaign end.** A Campaign ends when: (a) the Budget is fully drawn; (b) the Target Number of Outcomes is delivered; or (c) the Customer stops it, whichever is first.

9.1.6 **Stopping a Campaign.** The Customer can pause or stop any Campaign at any time from the dashboard. Stops are applied to Channels without undue delay and take full effect within 24 hours. Outcomes delivered and media committed before full effect remain billable and draw down the Budget as normal.

9.1.7 **Goal, not guarantee.** The Target Cost and Target Number of Outcomes guide our optimisation; they are not guaranteed. Actual delivery depends on market conditions and Channel inventory. If a Campaign is not meeting its goal, the Customer's remedy is to adjust its Target Cost, increase its Budget, or stop the Campaign.

9.1.8 **Unused Budget.** Budget not drawn down stays in the Customer's Wallet and can be redeployed to any other Campaign at any time. Undrawn Budget is not refundable in cash while the account is active. On termination, any remaining Wallet balance stays available during the 30-day wind-down period (Article 18.4) and expires thereafter; it is not refundable in cash.

9.1.9 **Delivered Outcome definitions.** An outcome is "delivered", and draws down the Budget, when:

- **CPC (cost per click):** a click is recorded and counted by the relevant Channel's attribution system. The Channel's count is authoritative.
- **CPL (cost per lead):** a lead form is submitted by a candidate on the Channel (e.g. a Meta, TikTok, or Google lead-generation form).
- **CPQA (cost per qualified applicant):** a candidate (i) completes the application flow, (ii) passes all knock-out questions as configured by the Customer, (iii) meets the job-description criteria as configured by the Customer, and (iv) is delivered into the Customer's ATS. All four conditions must be met.

9.1.10 **Outcome disputes.** If the Customer believes an outcome was incorrectly counted, it must raise a dispute in the Platform or in writing within **10 business days** of the relevant dashboard report. An outcome that meets the definitions above, in particular a CPQA applicant who met the Customer's own configured criteria and was delivered to the Customer's ATS, is billable. We will review disputed outcomes in good faith and respond within 5 business days.

9.2 Credits

9.2.1 Credits are consumed when the Customer uses chargeable Platform features. These include AI actions (for example generating an ad, qualifying a candidate, or suggesting an audience), automation flows, mid-flight campaign edits, and other features that automate or assist campaign management. The Credit cost of a feature is shown in the Platform before the Customer activates or runs it. Where a feature runs automatically or repeatedly (for example an automation flow), its Credit cost per run is shown when the Customer sets it up.

9.2.2 **Bundled Credits** are included in the plan at a monthly allowance. They expire at the end of each calendar month and cannot be carried forward.

9.2.3 **Top-Up Credits** may be purchased at any time. They are valid for the calendar month in which they are purchased and expire at the end of that month.

9.2.4 Top-Up Credits are available as in-app purchases at the prices shown in the Platform at the time of purchase, which may change from time to time. All Credits are non-refundable.

9.3 Self-serve purchases and Auto Top-Up

9.3.1 The Customer can purchase and add Performance Budget and Credits, and change plan options, directly in the dashboard. Each purchase is confirmed in the Platform before it is charged, and a receipt or invoice is issued.

9.3.2 The Customer may enable **Auto Top-Up** in the dashboard by setting a Wallet balance threshold and a recharge amount for Performance Budget and/or Credits. Enabling Auto Top-Up is the Customer's standing authorisation for us (or our payment processor) to charge the Payment Method on file for the recharge amount each time the Wallet reaches the threshold, until the Customer disables it.

9.3.3 We notify the Customer of each Auto Top-Up charge by email and/or in the Platform. The Customer can change or disable Auto Top-Up at any time in settings; disabling it stops future automatic charges but does not reverse charges already made.

9.3.4 The Customer is responsible for all purchases and Auto Top-Ups made through its account, including those made by its Authorized Users.

10. Invoicing, payment, and stored Payment Method

10.1 The plan fee (including the Bundled Credits allowance) is billed in advance, on either a monthly or annual cycle as selected by the Customer in the Order. Performance Budget and Top-Up Credits are charged at the time of purchase or Auto Top-Up.

10.2 **Payment Method.** By registering a Payment Method with us or our payment processor (Stripe), the Customer authorises charges for the plan fee, Performance Budget, Credit purchases, and any enabled Auto Top-Up. Full payment-instrument details are held by Stripe; we do not store them. The Customer must keep its Payment Method valid and up to date.

10.3 Prices are shown in the currency selected in the Order or dashboard (EUR, GBP, USD, or CHF) and exclude VAT and other applicable taxes, which are added where the law requires. For eligible EU B2B transactions, VAT is accounted for under the reverse-charge mechanism.

10.4 Invoices for plan fees are due within **14 days** of the invoice date. Performance Budget and Credit purchases are charged at the time of purchase.

10.5 To dispute an invoice, the Customer must notify us in writing within **10 business days** of the invoice date, with reasons; failing that, the invoice is accepted. Disputed amounts must still be paid; we will issue a credit note if a dispute is upheld.

10.6 **Late payment.** If any amount is not paid by the due date:

- Statutory commercial interest accrues on the overdue amount from the due date at the rate applicable under Article 6:119a of the Dutch Civil Code (wettelijke handelsrente), without notice being required.
- The Customer is liable for all reasonable extrajudicial collection costs we incur (including debt-collection agency fees and legal costs), in accordance with the Dutch Extrajudicial Collection Costs Act (Wet normering buitengerechtelijke incassokosten).
- We may suspend Campaigns, Credit-consuming features, and access to the Platform without notice and without liability for the period of suspension.

10.7 The Customer can monitor spend, remaining Performance Budget, and Credit balance in real time in the dashboard.

11. Content, data, and ownership

11.1 The Customer owns its Content and its Customer and Candidate Data.

11.2 The Customer grants us a non-exclusive, worldwide, royalty-free licence to use, host, and process its Content and data as needed to provide and improve the Services, and to create **anonymised, aggregated** insights that do not identify the Customer, any individual, or any candidate. We own those anonymised, aggregated insights.

11.3 **Generated Content.** Subject to the Customer paying for the Services (including the Credits consumed), the Customer receives a perpetual, worldwide, royalty-free licence (together with an assignment of any intellectual-property rights that subsist in the specific output to the extent they can be assigned) to use Generated Content for its own recruitment and employer-branding purposes, on or off the Platform. The Customer may not resell or sublicense Generated Content as a standalone product. The underlying Platform, AI models, and templates remain Wonderkind's property (Article 13). Once the Customer takes Generated Content off the Platform or modifies it, responsibility for that use, including any third-party IP claims arising from that use, rests with the Customer.

11.4 If the Customer gives us feedback or suggestions, we may use them to improve the Services without any obligation to the Customer.

12. Data protection (GDPR)

12.1 Each party complies with the GDPR and any other applicable data-protection law. Our processing of Personal Data on the Customer's behalf is governed by the **DPA** at www.wonderkind.com/dpa, which forms part of this Agreement. The Customer accepts the DPA when it accepts these Terms, including in-product under Article 2.

12.2 The Customer warrants that it has the right, and any necessary consents and notices, to provide the data it submits and to permit the use described in Article 11. Where the Customer confirms this warranty in the Platform (for example before uploading data or connecting a data source), that confirmation applies for the purposes of this clause.

12.3 The Platform's Qualify Module can present the Customer's privacy notices and capture candidates' consents within the application flow. The Customer is responsible for the content and lawful basis of those notices and for the lawfulness of that processing; Wonderkind acts as processor under the DPA.

12.4 The Customer is the controller of Candidate Data passed to its ATS or other systems, and is responsible for handling that data lawfully thereafter.

13. Intellectual property

13.1 Wonderkind (and its licensors) own all intellectual property rights in the Platform, software, AI models, and templates, including any improvements, updates, and derivative works.

13.2 Nothing in this Agreement transfers any of those rights to the Customer. The Customer retains ownership of its own Content and data as set out in Article 11, and the rights to Generated Content as set out in Article 11.3.

14. No guarantees; service availability; disclaimer

14.1 **Service availability.** We use commercially reasonable efforts to keep the Platform available around the clock. We carry out scheduled maintenance with advance notice where practicable, communicated via the Platform's status channel. During significant incidents we communicate status updates promptly. We do not commit to a specific uptime percentage in these Terms; enterprise customers requiring a contractual uptime commitment should raise this in their Order negotiation.

14.2 **No outcome guarantee.** We do not guarantee any specific number of impressions, clicks, leads, applications, or hires.

14.3 **Target Cost is a goal.** The Target Cost the Customer sets (CPC, CPL, or CPQA) is a goal we optimise toward; it is not a contractual promise. Actual cost per outcome depends on market conditions and Channel inventory.

14.4 **Not the employer.** We are not the employer and make no hiring or candidate-selection decisions. Hiring, candidate selection, and compliance with employment law are entirely the Customer's responsibility. We do not review the Customer's job ads for legal compliance.

14.5 **"As is" disclaimer.** Apart from the warranties expressly stated in this Agreement, the Services and Platform are provided "as is" to the fullest extent permitted by applicable law. We disclaim all other warranties, express or implied, including fitness for a particular purpose, satisfactory quality, and uninterrupted or error-free operation.

15. Liability

15.1 **Cap.** Our total liability to the Customer for all claims arising under or in connection with this Agreement in any 12-month period is limited to the lesser of: (a) the total fees paid by the Customer to Wonderkind in the 12 months immediately preceding the event giving rise to the claim; and (b) **€30,000**.

15.2 **Exclusions.** We are not liable for: indirect or consequential loss; loss of profit; loss of savings; loss of data; damage to reputation; or business interruption, in each case whether foreseeable or not.

15.3 **Mandatory liability.** Nothing in this Agreement limits or excludes liability that cannot be limited or excluded under applicable law, including liability for intent (opzet) or deliberate recklessness (bewuste roekeloosheid).

15.4 **Mutual acknowledgement.** The caps and exclusions in this Article reflect the pricing of the Services. Both parties accept them as a fair and reasonable allocation of risk.

16. Indemnification

16.1 **By Wonderkind.** We will defend the Customer against any third-party claim that the Platform, as provided by us and used in accordance with this Agreement, infringes a patent, copyright, trade mark, or other intellectual-property right recognised in the Netherlands, the European Union, the United Kingdom, or the United States, and will pay damages or a settlement amount finally awarded or agreed. If such a claim arises or appears likely, we may at our option: (a) obtain the right for the Customer to continue using the Platform; (b) modify the Platform so that it no longer infringes; or (c) terminate the affected Services and refund any prepaid, undrawn Performance Budget and any remaining plan-fee prepayment on a pro-rata basis. This indemnity does not apply to: (i) Content; (ii) Generated Content that the Customer has modified or uses off-Platform; (iii) use of the Platform outside the scope of this Agreement; or (iv) claims arising from the Customer's instructions or specifications. This indemnity is capped at the liability limit in Article 15.1 and constitutes our sole liability for IP infringement claims.

16.2 **By the Customer.** The Customer will defend us against any third-party claim arising from: (a) its Content; (b) its Candidate Data; (c) its hiring, employment, or candidate-qualification practices; or (d) its breach of this Agreement, and will pay damages or a settlement amount finally awarded or agreed.

16.3 **Procedure.** The indemnified party will: (i) promptly notify the indemnifying party of the claim in writing; (ii) give reasonable cooperation; and (iii) give the indemnifying party sole control of the defence. No settlement that imposes obligations or liability on the indemnified party may be made without its prior written consent (not to be unreasonably withheld or delayed).

17. Confidentiality

17.1 Each party keeps the other's confidential information private and uses it only to perform or exercise its rights under this Agreement.

17.2 This obligation does not apply to information that: (a) is or becomes publicly available other than through a breach of this Agreement; (b) was already known to the receiving party before disclosure; (c) is independently developed without use of the confidential information; or (d) is lawfully received from a third party without restriction.

17.3 Either party may disclose confidential information to the extent required by law, regulation, or a court or regulatory order, provided it gives the other party as much advance written notice as is lawfully possible.

17.4 On termination or expiry of the Agreement, each party will promptly return or securely delete the other's confidential information on request, except where retention is required by law.

17.5 This Article survives termination for **3 years**. Each party acknowledges that breach may cause irreparable harm for which damages alone are an inadequate remedy, so the non-breaching party is entitled to seek injunctive or other equitable relief in addition to any other remedy.

18. Term and termination

18.1 The Agreement runs for **12 months** from the Order date and renews automatically for successive 12-month periods unless either party gives at least **1 month's** written notice before the end of the then-current term.

18.2 Either party may terminate the Agreement immediately by written notice if the other: (a) commits a material breach and fails to remedy it within **30 days** of written notice specifying the breach; or (b) becomes insolvent, is dissolved, enters into a suspension of payments (surseance van betaling) or bankruptcy (faillissement), or makes a general assignment for the benefit of creditors.

18.3 We may suspend or restrict the Services immediately (including pausing Campaigns and removing ads) if we reasonably believe the Customer is in breach of this Agreement or applicable law, or is misusing the Platform. We will notify the Customer promptly and restore the Services once the issue is resolved.

18.4 **Effect of termination.** On termination or expiry:

- The Customer immediately stops using the Services.
- We may deactivate the account.
- For **30 days** after the effective termination date, the Customer may continue to use any remaining Wallet balance for active Campaigns and may request a data export. After those 30 days, any remaining Wallet balance expires and is not refundable in cash.
- After **90 days** from the effective termination date, we may permanently delete the account and all associated data. The Customer is responsible for exporting any data it needs before then.

18.5 The following Articles survive termination: 1, 10 (payment obligations accrued), 11, 13, 15, 16, 17, and 20.8.

19. Changes to these Terms

19.1 We may update these Terms from time to time. We will notify the Customer of any material changes by email and/or in the Platform at least **30 days** before they take effect.

19.2 Continued use of the Platform after a change takes effect constitutes acceptance of the updated Terms.

19.3 If the Customer does not accept a material change, it may terminate the affected Services by written notice before the change takes effect. The change will not apply to the Customer during the remaining notice period, and we will refund any prepaid plan fees on a pro-rata basis for the period after termination.

20. General

20.1 **Assignment.** The Customer may not assign or transfer the Agreement, in whole or in part, without our prior written consent (not to be unreasonably withheld), except to a successor entity in a merger, acquisition, or sale of all or substantially all of the Customer's assets. We may assign the Agreement or engage subcontractors, with notice to the Customer.

20.2 **Publicity.** We may identify the Customer as a customer and use its name and logo in our marketing materials, website, case studies, and sales presentations. The Customer may opt out of this at any time by updating its preference in the dashboard or by notifying us in writing. We will honour opt-outs within 10 business days, and will immediately honour an opt-out where the Customer's own contractual obligations require it.

20.3 **Force majeure.** Neither party is liable for any delay or failure in performance caused by circumstances beyond its reasonable control, including pandemic, war, civil unrest, natural disaster, internet or power outage, or acts or failures of Channels or third-party infrastructure. Payment obligations already accrued are not affected. If we are unable to provide the Services for **30 continuous days** due to a force-majeure event, the Customer may cancel the affected Services by written notice, and we will refund any prepaid, unused Performance Budget and a pro-rata portion of any prepaid plan fee.

20.4 **Notices.** All formal notices are given in writing (email included) to the contacts set out in the Order, or as updated by either party in writing.

20.5 **Entire agreement.** The Agreement is the complete and exclusive agreement between the parties on its subject matter and supersedes all prior discussions, representations, and agreements. Any standard purchasing or procurement terms the Customer applies do not form part of this Agreement.

20.6 **Waiver.** Failure or delay by either party in exercising any right does not constitute a waiver of that right.

20.7 **Severability.** If any provision is found to be unenforceable, it will be modified to the minimum extent necessary to make it enforceable; the remaining provisions continue in full force.

20.8 **Governing law and jurisdiction.** This Agreement is governed by the laws of the **Netherlands**. Any dispute that cannot be resolved amicably will be submitted to the exclusive jurisdiction of the competent court in **Amsterdam**, the Netherlands.

20.9 **Electronic execution.** The Agreement may be accepted and signed electronically and in counterparts (see Article 2). An electronic acceptance has the same legal effect as a handwritten signature under applicable law.

20.10 **Anti-corruption and sanctions.** Each party will comply with all applicable anti-bribery and anti-corruption laws (including the US Foreign Corrupt Practices Act and the UK Bribery Act 2010) and applicable trade-sanctions and export-control laws of the Netherlands, the European Union, the United Kingdom, and the United States. Neither party will, in connection with the Agreement, offer, give, or accept any bribe or improper payment.

Annex 1: Service Level Agreement

Support and success model

- **Dedicated Customer Success Manager (CSM):** assigned at onboarding and responsible for ongoing engagement, platform adoption, and ROI review.
- **Quarterly Business Reviews (QBRs):** structured reviews including a dashboard export covering Campaign performance, clicks, impressions, reach, CTR, CPC/CPL/CPQA, and Credit usage.

Service window

- Non-technical issues (account, billing, campaign setup): working days 09:00-17:00 CET, via the Customer's CSM.
- Technical issues (Platform errors, integration failures): working days 09:00-17:00 CET, via support@wonderkind.com.
- **Response time:** 1 business day for both channels.

Escalation

- Contractual matters: Frank Nijmeijer at frank.nijmeijer@wonderkind.com
- Platform status and incident updates: communicated via the Platform's status channel during significant incidents.

Enterprise SLA

Customers requiring a contractual uptime commitment, enhanced response times, or defined service credits should raise this in their Order negotiation. A separate enterprise SLA addendum will be agreed at that stage.

Wonderkind may update this Annex with reasonable notice to the Customer.