

INSERTION ORDER FOR AFFILIATES & CAMPAIGN PUBLISHERS

CONTACT DETAILS OF PARTIES

ADVERTISER / DEMAND		PUBLISHER / SUPPLY	
Company Name	Well Made Ventures GmbH	Company Name	
Contact	Timo Matthias	Contact	
Email	tm@wellmadeventures.com	Email	
Phone Number	+49 177 2606231	Mobile Number	
Finance Contact	Finance Team	Finance Contact	
Finance Email	finance@wellmadeventures.com	Finance Email	
Company Address	Rosenthaler Strasse 34/35 10178 Berlin Germany	Company Address	
Company Registration No / Chamber of Commerce	HRB 195330B	Company Registration No / Chamber of Commerce	
TAX ID	DE318488037	TAX ID (if applicable)	
Company Phone	+49 177 2606231	Company Phone	

CAMPAIGNS INFORMATION

The following information will be provided for each campaign over email or communicated through advertiser's platforms and infrastructure.

Campaign Name	
Campaign Payout	
Campaign Flow	
Campaign Tracking Method	
Tracking Link / URL	
Campaign Start Date	
Campaign End Date	
Campaign KPIs and Restrictions	
Other	

PUBLISHER'S PAYMENT DETAILS

PAYMENT CURRENCY	PAYMENT CYCLE	PAYMENT METHOD
EUR	NET 30 (30 days after date of invoice)	PayPal Wire Payment
Minimum payout threshold is €500. Accounts with a balance of less than €500 will roll over to the next month, and will continue to roll over monthly until minimum threshold is met.		
PAYMENT METHOD DETAILS		
PayPal ID		
Wire Payment Details	Bank Name: Bank Address: Account Name: IBAN: BIC / SWIFT Code:	
Other Information (optional)		

ADDITIONAL NOTES / AMENDMENTS

Any E-mail lists used for German and European campaigns need to be generated via double-opt-in and apply to local as well as German / European legislation. IO may be updated by email giving respective updated campaign information.

Well Made Ventures' Terms & Conditions and Data Processing Agreement are added to this Insertion Order and explicitly apply. In case missing and for the avoidance of any doubt and confusion they are openly visible and accessible at <https://www.wellmadeventures.com/legal> and apply.

Signed for and on behalf of Well Made Ventures GmbH	Signed for and behalf of PUBLISHER
Name: Timo Matthias	Name:
Title: Managing Director	Title:
Date:	Date:

TERMS AND CONDITIONS FOR AFFILIATES & CAMPAIGN PUBLISHERS

WHEREAS: Parties have executed an insertion order referencing this Agreement and therefore the Terms and Conditions as stipulated hereunder shall apply between Parties for the performance of that insertion order unless specifically altered by such IO.

1. APPLICABILITY

- 1.1. These terms and conditions are applicable to all requests, orders, offers and agreements in which this Agreement is referenced.
- 1.2. These conditions shall only be deviated from by agreement in writing, subject to Advertiser reserving the right to change these terms and conditions upon prior written notice of 2 (two) weeks.
- 1.3. Any general terms and conditions of the Party dealing with Advertiser, howsoever incorporated, shall be excluded.
- 1.4. The Agreement shall only be binding on Advertiser when signed by the authorized signatory individual(s).

2. DEFINITIONS

“**Ads**” means advertisements, including the artwork, banners or graphics, provided by Advertiser, including but not limited to any advertisements provided by Advertiser on behalf of any third party client of Advertiser, as may be further defined in an IO;

“**Affiliate**” means any third party under the effective control of a Party to this Agreement or under common control of a Party to this Agreement. Effective control in the foregoing sentence means the possession, directly or indirectly, of the power to direct or cause the direction of the management, policies, or actions of an entity through the exercise of ownership or voting rights;

This “**Agreement**” means this Purchasing Agreement for Online Media and the applicable IO and Annex;

“**Campaign**” means the actions of Publisher in fulfilling its obligations to Advertiser under this Agreement;

“**Channel(s)**” means the media as referred to in the IO;

“**CPA**” or “**Cost Per Acquisition**” means the fee payable by Advertiser to Publisher for each completed and valid sale of Advertiser’s service or product to a customer resulting from Publishers performance of its obligations under this Agreement;

“**CPC**” or “**Cost Per Click**” means the fee payable by Advertiser to Publisher for each valid customer click on Advertiser’s Ad resulting from Publishers performance of its obligations under this Agreement;

“**CPL**” or “**Cost Per Lead**” means the fee payable by Advertiser to Publisher for each valid customer lead provided to Advertiser resulting from Publishers performance of its obligations under this Agreement;

“**CPM**” or “**Cost Per Mille**” means the fee payable by Advertiser to Publisher for each valid impression of Advertiser’s Ad to a potential customer resulting from Publishers performance of its obligations under this Agreement;

“**Deliverables**” means the type(s) and amount(s) of results to be delivered (e.g. CPA, CPC, CPL and/or CPM) by Publisher to Advertiser, as set forth in an IO;

“**Effective Date**” means the date stated under such heading in the IO, in absence of which it shall be the date of the last signature of the IO;

“**End Date**” means the date stated under such heading in the IO;

“**IO**” means insertion order executed between Parties referencing this Agreement;

“**Intellectual Property Rights**” means any patents, trademarks, service marks, registered designs (including applications for any of the foregoing), copyright in all works created under this Agreement on behalf of Advertiser and eligible for copyright, including, without limitation, literary or artistic works, or software programs of which it may be the author and which were or are created, compiled, devised or brought into being during the course and scope of Publishers work for Advertiser, design rights, know-how, trade and business names and any other similar protected rights in any country;

“**Party**” means either the Advertiser or Publisher severally and “**Parties**” means both the Advertiser and the Publisher jointly;

“**Advertiser**” means the entity as referred to as such in the IO;

“**Publisher**” means the entity as referred to as such in the IO;

“**Territory**” means the (parts of) countries referred to as such in the IO;

3. OBLIGATIONS

- 3.1. **Scope of the Agreement:** From time to time Parties may negotiate IO’s under which Publisher shall deliver Ad(s) to Channel(s) targeting only the Territory for the benefit of Advertiser. Each IO shall specify: (a) the Deliverables; (b) the price(s) for such Deliverables; (c) the maximum amount of money to be spent (if applicable), (d) the start and end dates of the Campaign.
- 3.2. **Ads:** Publisher has no right to change, make additions to or derive from Ads as provided by Advertiser.
- 3.3. **Reporting:** Unless otherwise agreed in the IO Advertiser shall report the amount of Deliverables to Publisher within 14 (fourteen) days of the end of each calendar month. Such reported amounts shall be conclusive between Parties unless Publisher can provide incontestable evidence of its incorrectness.
- 3.4. **Change procedure:** Publisher shall comply with any request of Advertiser to make changes to the Campaign within 24 (twenty four) hours notice thereto:

- a) providing that the change requested is of a nature that it will not cause Publisher more than nominal inconvenience and expense to implement; or
- b) where changes requested by Advertiser will cause more than nominal inconvenience and expense Publisher will inform Advertiser of this fact within 24 (twenty four) hours of such notice for change and provide Advertiser with an estimate of the work, time, and cost required to implement the changes. Advertiser may accept such additional cost by issuing an IO.
- 3.5. Fee changes: Advertiser may alter the fee payable for the Deliverables by providing Publisher 8 (eight) hours notice of the new prices. Publisher may either:
- a) accept the prices; or
- b) terminate the Agreement before the new prices apply; or
- c) enter into negotiations with Advertiser to agree on alternative pricing, providing, however, that the new prices will apply from the date stipulated by the Advertiser.
- 3.6. Additional Terms and conditions: Publisher undertakes to comply with and be bound by the “Annex to Terms and Conditions Publishers” attached as Annex to this Agreement. Additionally, Publisher undertakes to have the person or entity having control over the Channel(s) where the Ads shall be published, its publishers of advertisements comply with the “Annex to Terms and Conditions Publishers”.

4. PAYMENT

- 4.1. In consideration for the Deliverables, Advertiser shall pay Publisher the fees as stipulated in IO. Any Deliverables relating to an advertisement of a third-party client of Advertiser shall be payable to Publisher once payment from this third-party client has been received by Advertiser.
- 4.2. All stated fees are exclusive of VAT and/or any other sales related taxes.
- 4.3. Publisher may invoice Advertiser on a monthly basis in arrears or, when this Agreement is terminated, at such date of rightful termination. Advertiser shall pay undisputed invoices within 30 (thirty) days of the date of invoice, to the bank account as stipulated therein.
- 4.4. Publisher shall send invoices to Advertisers name as stipulated in the IO to the address:
- Well Made Ventures GmbH, Rosenthaler Strasse 34/35, 10178 Berlin, Germany
 - Or, alternatively: finance@wellmadeventures.com
- In case parties agree that Advertiser shall pay for the Deliverables in advance, and such paid fees are related to the quantity of Deliverables, then Advertiser may, as necessary, issue a corrective invoice to Publisher for fees unduly paid, and Publisher shall return such overpaid amount within 30 (thirty) days of invoice date.
- 4.5. Advertiser may offer direct financial incentives to the Channel owner, which shall not be subject to deduction, commission, or adjustment by Publisher. Publisher will pass all incentives through to the recipient Channel owners promptly.
- 4.6. Advertiser and Publisher may agree that the Channel owner receive a fixed percentage of the price paid to Publisher for the Deliverables and/or a minimum price per Deliverable.

5. INDEMNIFICATION

- 5.1. Advertiser shall defend, indemnify and hold Publisher harmless against all claims for breach of copyright, trademarks, or image rights and the losses, direct damages, costs and expenses including all reasonable legal fees claimed or incurred by Publisher directly as a result of use of material(s) provided by Advertiser for publishing, provided that (i) Publisher has strictly adhered to all terms and conditions stated in this Agreement (including for the avoidance of doubt, all Additional terms and conditions as referred to in clause 3.6 hereof), and (ii) Publisher shall promptly notify the Advertiser in writing of such claim, and (ii) Advertiser shall be entitled to take sole control of the defence and settlement of the claim at its own cost and expense, including using attorneys or other third parties of its choice, and (iii) Publisher will cooperate with Advertiser in the defence of the claim.

6. CONFIDENTIALITY

- 6.1. Parties agree that any and all information, as present now or in the future, which is or may be a trade secret or of a confidential nature (in whatever media) regarding the operations, products, finance, marketing, customers, administration, maintenance, technology, research and development, future inventions and policies of Advertiser and its Affiliates, including the existence and contents of this Agreement, and all notes, memoranda, records and writings made by Publisher relating to the Campaign, shall be confidential information (together “Confidential Information”). Publisher shall treat Confidential Information with the strictest confidence and secrecy and none of the Confidential Information shall be disclosed by Publisher to any third party or used for purposes other than those of providing the Campaign to Advertiser.
- 6.2. The restrictions in sub-clause 6.1 above do not apply to Confidential Information:
- a) that is, or has, after disclosure to Publisher, entered into the public domain otherwise than as a result of a breach of confidentiality of Publisher; or
- b) that is properly and lawfully in the possession of Publisher prior to the time that it was disclosed by or acquired from, and was not acquired in any way directly or indirectly from, Advertiser and/or its Affiliates or any of its or their respective directors, officers, employees or advisers (as evidenced by the written records or such person or persons) and provided that such information is not known to be subject to any other duty of confidentiality owed to or by Advertiser and/or its Affiliates; or
- c) the disclosure of which is required by law or the rules of any applicable regulatory organization provided that, in such case, disclosure shall only be made to the extent reasonably necessary to comply with relevant law or rule and Advertiser shall be informed of the requirement such that Advertiser may apply for an injunction to prevent its disclosure; or
- d) that Advertiser has authorized the Publisher in writing that the Confidential Information may be made public by Publisher.
- 6.3. The provisions of this clause 6 shall survive the termination of this Agreement and remain in force in perpetuity.

7. LIABILITIES & INDEMNIFICATION

7.1. Publisher assumes full responsibility for the performance and good working of the Campaign. In the event of a breakdown of the service offering, Publisher will take all reasonable steps to bring the equipment and Campaign back into working.

7.2. Except in the case of intent, willful misconduct or non-compliance with any of the terms of (the Annex to) this Agreement of Publisher, Publisher shall not be liable for any indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Advertiser in the performance of the Campaign.

7.3. Advertiser shall not be liable for any direct, indirect, consequential, incidental or special damage, cost, loss or expense of any nature suffered by Publisher in the execution of this Agreement to the maximum extent allowed by the law. Notwithstanding the foregoing, Advertiser's liability for any and all claim arising under this Agreement shall in aggregate not exceed the fees paid under this Agreement in the preceding 3 (three) months.

8. REPRESENTATIONS AND WARRANTIES

8.1. Publisher hereby represents and warrants to Advertiser that: (i) Publisher has the power and authority to enter into and perform its obligations according to the terms of this Agreement; (ii) Publisher has no restrictions that would impair its ability to perform its obligations and grant all rights contemplated by this Agreement; (iii) Publisher has not and will not enter into any agreement that is inconsistent with its obligations hereunder; (iv) in providing its obligations under this agreement it will attain standards of care and skill as high as any currently available in the same industry as that of the Publisher and that all Publishers' personnel, agents and sub-contractors will have the experience and qualification appropriate for any tasks they perform hereunder; and (v) Publisher will act in accordance with all relevant laws and binding codes of conduct applicable to the Campaign.

8.2. Without limiting the generality of the foregoing, for Campaigns using (e-mail) database marketing as Channel, Publisher represents and warrants that all personal data has been collected and processed in accordance with any applicable Privacy Acts, laws and regulations and that all data subjects have given their explicit consent as defined in EU Directive 95/46 and EU Directive 2002/58 for receiving communication for commercial purposes in accordance with the provisions of this Agreement and the IO(s) and agrees to defend, indemnify and hold Advertiser harmless from any liability, claims, damages, fines, penalties, costs, demands and expenses (including costs of defence, settlement and reasonable legal fees) arising from or related to any violation in this respect.

8.3. Advertiser hereby represents and warrant to Publisher that Advertiser: (i) has the power and authority to enter into and perform its obligations according to the terms of this Agreement; and (ii) has no restrictions that would impair its ability to perform its obligations contemplated by this Agreement.

8.4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY EITHER PARTY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, ARE SPECIFICALLY EXCLUDED BY THE PARTIES TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. TERM & TERMINATION

9.1. Term: This Agreement will commence at the Effective Date and continue in full force and effect for a period of 24 months and shall automatically renew thereafter for a period of 24 months unless terminated in accordance with this Agreement by either parties.

9.2. Termination for Convenience: Advertiser may terminate this Agreement for convenience on providing Publisher with 30 days prior written notice.

9.3. Termination of a Campaign: Advertiser may terminate or suspend any Campaign upon providing to Publisher notice in accordance with the Agreed Out period specified in the IO.

9.4. Termination for Cause: Each Party may terminate this Agreement with immediately effect by written notice to the other Party where the other Party is in breach of a material term of this Agreement, has been served with a notice to remedy this breach, and has not affected a remedy to this breach within 14 (fourteen) days.

9.5. Termination for Regulatory Change: Advertiser may terminate this Agreement by written notice and with immediate effect and with no penalty if a governmental or regulatory change significantly impacts the ability of Advertiser to provide services or materials to customers responding to Ads delivered by Publisher.

9.6. Consequences of Termination: Within 48 (forty eight) hours of termination of the Agreement Publisher shall have any and all links to Ads removed from the Channel(s). The clauses as listed hereafter shall survive the termination or expiration of this Agreement: 3.3, 4, 5, 6, 7, 9.6, 10 and 11.

10. NON-SOLICITATION

10.1: Publisher recognizes that Advertiser has proprietary relationships with third party clients that place advertisements in Advertiser's advertising network and/or otherwise provide advertisements to Advertiser. During the term of the Campaign until 6 months thereafter Publisher shall not solicit these third party clients to either work directly with Publisher or through an alternate Advertiser.

10.2 Publisher understands and agrees that Publisher's breach of the provision of clause 10.1 would cause serious financial damage to Advertiser which damages would be difficult of exact proof. Accordingly, Publisher agrees to pay Advertiser a sum equal of € 10,000 as liquidated damages for each and every breach of the aforementioned article, such notwithstanding the right of Advertiser to claim its actual damages.

11. MISCELLANEOUS

11.1. No Exclusivity: Each Party shall carry out its commitments under this Agreement in a manner that reflects favourably upon the good name and goodwill of the other Party. The Parties agree that the commitments under this Agreement are not exclusive and that either Party may enter into similar agreements with third parties, including either Party's competitors.

11.2. Agency, Partnership, and Joint Venture Excluded: Nothing in this Agreement shall create a relationship between the Parties of agency, partnership, or joint venture.

11.3. Force Majeure: Neither Party shall be held responsible or liable for any losses, direct or indirect damages, costs and/or expense arising out of any delay or failure in performance of any part of this Agreement due to any act of God, act of governmental authority, act of the public enemy or due to war, riot, flood, civil commotion, insurrection, labour difficulty, severe or adverse weather conditions, lack or shortage of electrical power, failure of performance by any third party hosting service or equipment provided or maintained by others, including general performance of the Internet itself, or any other cause beyond the reasonable control of the Party delayed.

11.4. Entire Agreement: This Agreement constitutes the entire agreement between the Parties, and merges all prior and contemporaneous communications with respect to the agreement between the Parties.

11.5. Severability/Waiver: If any provision of this Agreement proves to be or becomes invalid or unenforceable under any of the applicable laws, then such provision shall be deemed modified to the extent necessary to render such provision valid and enforceable; if the provision may not be so altered, it shall be severed and the remainder of Agreement shall remain in full force and effect. No waiver of any breach of provision of this Agreement shall constitute a waiver of any other breach or any provision hereof, and no waiver shall be effective unless made in writing signed by an authorized representative of the waiving party.

11.6. Rights of third parties: Nothing in this Agreement confers or purports to confer on a third party any benefit or any right to enforce a term of this Agreement.

11.7. Assignment and Subcontracting: No rights or obligations arising under this Agreement may be assigned, transferred, subcontracted, or otherwise disposed of without the prior written consent of the Parties. Notwithstanding the foregoing, Advertiser may assign the rights and obligations arising under this Agreement to its Affiliates.

11.8. Independent contractor: Advertiser's relationship with Publisher will be that of an independent contractor and Publisher shall be solely responsible for determining the method, details and means of performing the Campaign.

11.9. Notices: All notices, authorizations and requests in connection with this Agreement shall be deemed given on the day they are (i) deposited in the mail, postage prepaid, certified or registered, return receipt as requested; or (ii) sent by air express courier (e.g. DHL) charges prepaid, return receipt requested; and addressed as set forth in the IO under the heading "Notices", or in the absence thereof at the address of the party provided therein. Alternatively, regarding the scope of the Campaign, notices shall also be deemed given when sent by e-mail with a personalized acknowledgement of receipt. For avoidance of doubt, invoices addressed to Advertiser shall be sent to the address as provided in clause 4.4 above.

11.10. Applicable law and dispute solution: This Agreement and any disputes pertaining to it will be governed and construed in accordance with laws of Germany and Parties submit to the jurisdiction of the courts of Berlin, Germany.

12. ANNEX TO TERM & CONDITIONS – PUBLISHERS

Advertiser (meaning the entity whose products or services are promoted in connection with these terms and conditions), in contracting for Channel Owner's (your) services in the provision of deliverables, either directly or indirectly through a network of Channel Owners, requires that Channel Owner (you) adheres to the following terms and conditions with respect to Channel Owner's (your) relationship to Advertiser and presentation of the text and graphics promoting Advertiser's goods or services (the Advertiser's advertisements).

In participating in any Advertiser advertising or marketing campaign Channel Owner fully accepts and agrees to the terms and conditions as set out in this document.

1. ADVERTISEMENTS WILL NOT BE PLACED ON WEBSITES OR OTHER ONLINE MEDIUMS WHICH:

- 1.1. Displays pornographic or other adult-oriented material – unless approved in the IO;
- 1.2. Advocate, facilitate, or encourage copyright or other intellectual property rights infringement, or any other actions prohibited by law;
- 1.3. Promote peer-to-peer network, illegal file sharing, or illegal file downloading;
- 1.4. Promote violence, hate crimes, discrimination, exploitation, or vilification against any race, religion, sexual, orientation, disability, ethnicity, nationality, age, gender, gender identity, or political affiliation;
- 1.5. Displays material of a libelous, obscene, objectionable, or defamatory nature, or which is otherwise contrary to good business practice or public policy;
- 1.6. Promote the use of firearms, explosives, alcohol, tobacco, or illegal drugs or other controlled substances;
- 1.7. Promote multi-level marketing, pyramid schemes, or mail fraud, or provide investment advice other than that of a qualified professional investment adviser;
- 1.8. Are oriented primarily towards viewers under the age of 16; or
- 1.9. Would otherwise reflect poorly on Advertiser.

2. IN PLACING ADVERTISEMENTS OR GENERATING DELIVERABLES CHANNEL OWNER WILL NOT:

- 2.1. Send unsolicited commercial email (SPAM);
- 2.2. Utilize any form of adware, malware, or spyware;
- 2.3. Utilize ActiveX, Java, DotNet, or other scripts or software mechanisms to remove or limit an internet user's control of their web browser;
- 2.4. Generate pop-under ads or multiple pop-up ads – unless approved in the IO;
- 2.5. Display the advertisements in any way such that portions of the advertisement are obscured;
- 2.6. Utilize any form of fishing, spamming, spidering, or robots to collect personal information or otherwise invade an internet user's privacy;
- 2.7. Collect information supplied by a customer to Advertiser;
- 2.8. Engage in any misleading or deceptive conduct, especially in relation to the price or subscription character of Advertiser's service;

- 2.9. Represent themselves as being in any way connected with Advertiser or any other third party referred to in the advertisements;
- 2.10. Make representations or warranties of any kind with regard to the products or services offered by Advertiser;
- 2.11. Provide any misleading or incorrect information about Advertiser or its products; or
- 2.12. Utilize any other methods of advertising that would reflect poorly on Advertiser.

3. IN RELATION TO THE ADVERTISEMENTS PROVIDED BY ADVERTISER CHANNEL OWNER WILL NOT:

- 3.1. Alter the advertisement in any way;
- 3.2. Use advertisements of their own creation, or that of a third party;
- 3.3. Cache or locally store any advertisement, graphic, text, or audio track, or fragment thereof, made available by Purchaser; or
- 3.4. Obtain any rights in or to the advertisements or any trademark or other intellectual property of Advertiser or any other third party.

4. CHANNEL OWNERS WILL BE FURTHER RESTRICTED IN NOT:

- 4.1. Acting in breach of applicable national laws or applicable codes;
- 4.2. Generating false clicks, subscriptions, or deliverables;
- 4.3. Urging third parties to generate false clicks, subscriptions, or deliverables; or
- 4.4. Performing other acts that will result in an unwarranted increase in Channel Owner's commission.

5. IF CHANNEL OWNER ACTS IN BREACH OF THE REQUIREMENTS SET OUT IN THIS DOCUMENT ADVERTISER WILL BE ENTITLED TO:

- 5.1. Immediately terminate Channel Owner's relationship with Advertiser;
- 5.2. Withhold any accrued and unpaid commissions attributable to Channel Owner; and
- 5.3. Require Channel Owner to refund all commissions paid to Channel Owner for deliverables generated while Channel Owner was in breach of the terms and conditions set out in this document.

CHANNEL OWNER FURTHER FULLY INDEMNIFIES AND HOLDS HARMLESS ADVERTISER AGAINST ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, INJURIES AND EXPENSES, HOWSOEVER INCURRED AND OF WHATEVER NATURE, WHICH RESULT FROM CHANNEL OWNERS BREACH OF ANY OF THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT.

Any dispute arising in connection with the terms and conditions set out in this document will be subject to German law. Channel Owner and Advertiser submit to the nonexclusive jurisdiction of the courts of Berlin, Germany.

Signed for and on behalf of Well Made Ventures GmbH (Advertiser)	Signed for and behalf of PUBLISHER
Name: Timo Matthias	Name:
Company: Well Made Ventures GmbH	Company:
Title: Managing Director	Title:
Date:	Date:

DATA PROCESSING AGREEMENT WELL MADE VENTURES GMBH FOR PROCESSORS

THE UNDERSIGNED:

DATA CONTROLLER		PROCESSOR	
Company Name	Well Made Ventures GmbH	Company Name	
Registered Address	Rosenthaler Strasse 34/35 10178 Berlin Germany	Registered Address	
Company Registration No / Chamber of Commerce	HRB 195330B	Company Registration No / Chamber of Commerce	
Company Phone	+49 177 2606231	Company Phone	

Processor and Data Controller hereinafter referred to collectively as "Parties" and separately as "Parties";

IN CONSIDERATION OF:

- A. that Data Controller is a company active in the field of online marketing, media buying, customer acquisition and conversion management;
- B. that Processor provides certain services to Data Controller in order for Data Controller to meet its commercial obligations mentioned under A above;
- C. that Processor may, in connection with services referred to in Section A, have access to Personal Data and Processor might process this Personal Data;
- D. Data Controller as such might qualify as Data Controller within the meaning of Article 4 (7) of the AVG and Processor as such might qualify as Processor within the meaning of Article 4 (8) of the AVG;
- E. Whereas, in so far as the processing of the Personal Data qualifies as such within the meaning of Article 4 (8) of the AVG, the Parties wish to make arrangements for the Processing of Personal Data referred to in Section B above, in line with Article 28 (3) of the AVG;

HAVE AGREED AS FOLLOWS:

1. Definitions

This Data Processing Agreement means:

"Agreement"	the commercial agreement between Data Controller and Processor, upon request of either party to be attached as Annex I to this Data Processing Agreement, including Data Controller's general terms and conditions;
"AVG"	REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND THE COUNCIL of 27 April 2016 on the protection of natural persons in connection with the processing of personal data and on the free movement of those data and repealing Directive 95/46 / EC (General Data Protection Regulation);
"Data Breach"	a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed;
"Data Processing Agreement"	this Agreement;
"EEA"	European Economic Area;
"Personal Data"	any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors

	specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
"Processing"	any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
"Third parties"	legal entities or private persons who are used by any Processor in any Processing (including but not limited to any suppliers and group companies of Processor).

2. Relationship to the Agreement

This Data Processing Agreement is part of the Agreement. In the event of a contradiction between the provisions of this Data Processing Agreement and the Agreement regarding the processing of data, the provisions of this Data Processing Agreement shall prevail, provided that provisions in this Data Processing Agreement are deemed to be supplementary to the Agreement in so far as they contain any rule for any subject that is not settled in the Agreement.

3 Processing by Processor

- 3.1 The Processor hereby undertakes to process Personal Data at all times solely for the performance of the Agreement or this Data Processing Agreement, on behalf of Data Controller and subject to the terms of the Agreement and this Data Processing Agreement. Processor acknowledges and accepts the control of Personal Data remains with Controller and that it is in no case free to use the Personal Data for his or her own purposes and that he is obliged to follow the reasonable instructions of Data Controller with respect to the Processing (including instructions for the destruction of Personal Data).
- 3.2 Data Controller shall at all times control the Personal Data; Processor is therefore obliged to provide Data Controller access to the Personal Data Processing as soon as possible following a request thereto from Data Controller.
- 3.3 The Processor is obliged to ensure that each Processing complies with all applicable laws and regulations applicable to the Processing of Personal Data.
- 3.4 The Processor is obliged to, within 2 months of termination of the Agreement, transmit all such of the Personal Data processed by him, to the Data Controller or destroy such Personal Data, following at least one written request thereto. The Processor shall confirm in writing that all relevant Personal Data are carried over or destroyed. In the event the Processor is subjected to certain (other) more extended legal retention periods with regards to the Personal Data processed under this agreement, it shall inform Data Controller accordingly, and destruction shall take place taking these retention period(s) into account.
- 3.5 The foregoing article 3.4 applies to (transmitting or destroying) all Personal Data provided by Data Controller, including, at least - but not limited to - (copy of) physical documents and electronic storage on data carriers, computers or (cloud) servers).
- 3.6 Processor is obliged to provide Data Controller (or a designated representative), the opportunity to check the destruction of Personal Data by Processor.

4. Security

- 4.1 The Processor shall take all appropriate technical and organizational security measures to protect the Personal Data against destruction, loss or any form of unlawful processing (including unnecessary collection and further processing).
- 4.2 To prevent unauthorized persons from gaining access to data processing systems in which Personal Data are Processed (physical access control), Processor shall take measures to prevent physical access, such as security personnel and secured buildings.
- 4.3 To prevent data processing systems being used without authorization (system access control) the following may, among other controls, shall be applied: authentication via passwords, document authorization processes and/ or two factor authentication.
- 4.4 To ensure that persons entitled to use a data processing system only have access to the Personal Data to which they have privilege of access, and that Personal Data cannot be read, copied, modified or removed without authorization in the course of Processing Personal Data is accessible and manageable only by proper authorized staff, direct database query access is restricted and application access rights are established and enforced.

5. Audit

- 5.1 Data Controller has the right to (once) audit compliance with the terms of the Agreement and this Data Processing Agreement, at its own expense, by a certified and independent Register EDP Auditor ("RE") or any other auditor it considers appropriate, with due observance of a notice period of 2 weeks. At Data Controller's request, Processor shall provide assistance with the audit, free of charge,

5.2 The audit referred to in this article shall in any case be limited to the access to data from other Processors. Data Controller and Processor will configure the audit in such manner that it will not result in violation of any obligations Processor has regarding other Data Controllers.

6. Confidentiality

6.1 The Processor hereby undertakes not to disclose any Personal Data (or other sorts of data) relating to this Data Processing Agreement or any of Data Controller's activities to third parties without the prior written consent of Data Controller.

6.2 The provisions of Article 6.1 do not apply to the extent that the Personal Data or other information referred to therein:

- is already public otherwise than by violation of the provisions of article 6.1;
- is provided or disclosed for the purpose of the normal performance of the Agreement or this Data Processing Agreement;
- is provided or made public under the law (including tax regulations).

6.3 Without prejudice to Article 9.1 Processor is specifically required to:

- to inform all employees and all third parties of the confidential nature of the Personal Data;
- to ensure that all of its employees and all third parties in respect of Processor have the same confidentiality obligations as apply to Processors under this Data Processing Agreement.

7. Information and reporting obligation

7.1 If any Authority (including, but not limited to, the Personal Data Authority) requests the Processor to provide Personal Data, Processor is required to:

- Notify the Data Controller immediately of the receipt of the relevant request prior to the disclosure of the relevant Personal Data;
- Observe the reasonable instructions of Data Controller regarding providing of the Personal Data in question except in so far any legal provisions obstructs Processor from doing so.

7.2 Processor shall, with due regard to the nature of the processing, provide, by means of appropriate technical and organizational measures, the Controller, as far as possible, with assistance in fulfilling the duty to answer requests for the exercise of the rights of persons mentioned in Chapter III AVG.

If any party which (data) is involved in the Processing makes any claims, including - but not limited to - any single complaint and/ or a sole request for access to, correction, removal or transferability of Personal Data, Processor will:

- Notify the Data Controller without delay of the receipt of the relevant notices;
- to follow the reasonable instructions of the Data Controller in connection with the communication and settlement thereof strictly and carefully.

7.3 In the event of a Data Breach in the systems used by Processor is required to:

- Notify the Data Controller **immediately**, by describing the nature, extent and possible consequences thereof, specifying the (technical and organizational) measures that should be taken by Processor and Data Controller to restore the Personal Data protection and, as far as possible, limit the negative impact of the incident concerned;
- Enable Data Controller to (i) further investigate the Infringement and (ii) timely and completely comply with her legislative obligations in respect of the Infringement (including at least - but not limited to - its obligations to make notifications as referred to in Articles 33 and 34 of the AVG);
- Except in so far not having received other instructions from the Data Controller, immediately take all (technical and organizational) measures that may reasonably be required from him to restore the security of the Personal Data and, to the extent possible, the negative to remove the consequences of the infringement in question;
- Strictly and carefully implement the reasonable instructions from Data Controller in connection with the Infringement;
- Inform the Data Controller of any new developments related to the Infringement and all measures undertaken by the Processor itself.

7.4 The Processor acknowledges and accepts that the Data Controller has the duty to make notifications regarding any Data Breaches (including, in any case - but not exclusively - the notifications provided for in Articles 33 and 34 of the AVG).

7.5 The Processor guarantees that he has implemented appropriate protocols and procedures to ensure that he is able to fulfill his obligations under this Article 7; At the first request of Data Controller, Processor will provide a description of those protocols and procedures related to Data Controller.

8. Indemnity

Processor indemnifies Data Controller for all claims (including - but not limited to - any claims from any Authority such as, for example, the Personal Data Authority) in connection with any infringement and / or the processing of Personal Data, in so far as they are the consequence of non-timely or incomplete fulfillment of the Processor's obligations as defined in this Data Processing Agreement or the AVG.

9. Outsourcing activities

- 9.1 The Processor is not permitted to outsource (any part of) the Processing to any third party (including Third parties) without the prior written consent of Data Controller. If Data Controller grants approval for the outsourcing of (any part of) the Processing to one or more third parties, Processor is required to conclude an agreement with the third party (s) concerned, imposing the same obligations as those that Processor must comply with on the basis of this Data Processing Agreement.
- 9.2 Subcontracting from (any part of) Processing to one or more third parties does not in any way affect the Processor's responsibility to comply with the provisions of this Data Processing Agreement, nor to any liability of Processor for damage resulting from non-compliance with the provisions of this Data Processing Agreement.

10. Assistant subordinates and helpers

- 10.1 Processor is only allowed to provide Personal Data to those Employees and Third parties for whom disclosure of the Personal Data is required in performing work for the proper performance of the Agreement by the Processor. At the first request of Data Controller, Processor to Data Controller will provide an overview of the relevant employees and Third parties.
- 10.2 The obligations arising from Processing from this Data Processing Agreement shall apply equally to employees and Third parties who are aware of the Personal Data under the authority of Processor; The processor undertakes to ensure that all such employees and third parties accept the relevant obligations as their own obligations.

11. Processing in the European Union

The Processor is only allowed to process the Personal Data in the European Union. For Processing by Processor outside the European Union, prior written permission from Data Controller is required.

12. Final Provisions

- 12.1 Changes to this Data Processing Agreement are valid only when made in written form and signed by both Data Controller and Processor.
- 12.2 This Data Processing Agreement is governed by German law.
- 12.3 All disputes relating to, arising out of or relating to (the explanation or interpretation of) this Agreement may only be submitted to the court in Berlin.

Signed for and behalf of DATA CONTROLER	Signed for and behalf of PROCESSOR
Name: Timo Matthias	Name:
Company: Well Made Ventures GmbH	Company:
Title: Managing Director	Title:
Date:	Date: