

Standard Terms Of Service

"Clearfluencer"

"Plug and Play"

Code Orange B.V.

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Preamble

These Clearfluencer Standard Terms of Service ('Agreement'), constitute a legal agreement between Code Orange B.V. ('Clearfluencer') and the entity executing this Agreement ("You"). This Agreement governs your use of the Software and Cloud Service (as defined below). By clicking the "I Accept" button, completing the registration process, or using the service, you agree to all terms and conditions of this Agreement. If you are entering into this Agreement on behalf of a company or other organization, you hereby warrant and represent that you are authorized to enter into this Agreement on behalf of such company or other organization. In consideration of the foregoing, the parties agree as follows:

(collectively the "Parties" and individually the "Party").

Article 1. DEFINITIONS

The following definitions are applicable to the Agreement, including all its associated Annexes:

Agreement/ Standard Terms of Service: the present Agreement/Standard Terms of Service, clauses 1-17 and Annexes 1-2, together with the Commercial Terms, any applicable Statements of Work, the Data Processing Agreement, and any other attachments hereto, all of which are incorporated by reference, and as may be modified, amended, or supplemented from time to time. In case of discrepancies between the provisions of this Agreement and any attachment(s), the stipulations of this Agreement prevail.

Application/Clearfluencer: The software module made available by Code Orange B.V. via the internet in the form of various cloud services that compares Data inputted by You with Data found by Clearfluencer on public Instagram accounts. The objective of Clearfluencer is to find a match between Your clients and followers of Instagram Influencers. Clearfluencer shows You certain insights in the possible connection between Your clients and the followers of certain Influencers with a public Instagram account. By doing this, Clearfluencer provides You with better insights in the Incremental value of certain Instagram Influencers.

Cloud Service: the rendering and keeping available of Clearfluencer by Code Orange B.V., against payment, for You, on an external Server from Amazon. The Agreement with Amazon is attached to the present agreement in **Annex 2**. Parties acknowledge that by inserting the Amazon agreement, Code Orange B.V. obligations towards You regarding the server can never exceed Amazon's obligations towards Code Orange B.V.

Data/Information: means the Data inputted into Clearfluencer by You, Your authorised users or Clearfluencer on behalf of You for the purpose of using Clearfluencer.

Documentation: means any accompanying documentation made available to You by Clearfluencer for use with the Application and software, including any documentation available online.

Incrementality: reflects the possible amount of Incremental value of certain Instagram Influencers regarding Your sales. The decision regarding what actions to take or the amount of budget that will be allocated to an Influencer, is left to Your discretion, on which occasion human judgment will be decisive and emphatically not the possible amount of Incremental value suggested by Clearfluencer. No rights or claims can be derived from the Incrementality suggested by Clearfluencer.

Interface: a Tool, being a communication link between Clearfluencer and systems within the domain of You and those of Clearfluencer.

Means of Access: by way of a combination of a user name and a password, access to Clearfluencer can be obtained.

Personal Data: any information controlled by You or any of Your affiliated companies which relates to an identified or identifiable natural person ('data subject'); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

Portal: the internet site where You can use Clearfluencer.

Property means any website, app, or other property under Your control that sends data to Clearfluencer.

User: a natural person who has been authorised by You to use Clearfluencer.

Article 2. ASSIGNMENT

- 2.1. You confer Clearfluencer the assignment to provide Cloud services. These Cloud services consist of:
- a. Making available to You for the duration of this Agreement Clearfluencer and its range of functionalities as well as the scope of storage capacity and other services as mentioned in Definitions;
 - b. The conferral of the non-exclusive right to You to use Clearfluencer for the Data inputted by You, pursuant to the provisions of the present Agreement.
 - c. The conferral to You of a user's right for the Interface;
 - d. The provision of technical assistance to the Users, as further described in the articles below; and
 - e. The provision of additional services to You by Clearfluencer on request, such as, though not limited to: consultancy, the training of staff, development of an interface, or a modification to it. Parties will adopt a separate assignment agreement for these additional services.
- 2.2. Point of delivery for Clearfluencer and the generated user data shall be the router exit of Clearfluencer's data centre (Amazon). Clearfluencer shall not be responsible for the telecommunication connection between You and the point of delivery.
- 2.3. Clearfluencer is not obliged to dispose of a back-up centre or other back-up facilities for the implementation of Clearfluencer.
- 2.4. Clearfluencer is not obliged to create reserve copies (back-ups) of the information stored by You on using Clearfluencer.
- 2.5. Clearfluencer warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.

Article 3. NON-EXCLUSIVE LICENSE

- 3.1. Subject to the terms and conditions of this Agreement, (a) Clearfluencer grants You a limited, revocable, non-exclusive, non-sublicensable license to use Clearfluencer solely as necessary for You to use the Service on Your Properties or Third Party's

Properties; and (b) You may remotely access, view and download Your Reports stored at app.Clearfluencer.co. You will not (and You will not allow any third party to) (i) copy, modify, adapt, translate or otherwise create derivative works of the software or the Documentation; (ii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the software, (iii) rent, lease, sell, assign or otherwise transfer rights in or to the software, the Documentation or the Service; (iv) remove any proprietary notices or labels on the software or placed by the Application/Service; (v) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Application/Service or the software; or (vi) use data labelled as belonging to a third party in the Application/Service for purposes other than generating, viewing, and downloading Reports. You will comply with all applicable laws and regulations in Your use of and access to the Documentation, software, Service and Reports.

Article 4. AVAILABILITY

- 4.1. Clearfluencer shall monitor the functionalities, availability and performance of Clearfluencer on a daily basis. Clearfluencer will administer reasonable skill and care to keep Clearfluencer functioning properly, in accordance with up to date recognized industry standards, and aims for an elevated availability, quality, and security of Clearfluencer. Clearfluencer does not guarantee, however, that Clearfluencer will always function without any errors, Defects, Failures, or Outage.
- 4.2. Clearfluencer may provide updates and upgrades to intermediately modify the technical and functional characteristics of Clearfluencer with the purpose of improving the functionality, and of complying with the applicable legislation and regulations.
- 4.3. In case You have reason to believe that Clearfluencer suffers an error, Defect, Failure or Outage, You shall notify Clearfluencer as soon as reasonably possible. You are not entitled to fix an Error, Defect, Failure or Outage. Clearfluencer will exert itself to identify and resolve any possible errors in Clearfluencer as soon as reasonably possible in accordance with the technical possibilities. Clearfluencer cannot guarantee, however, that all errors will be resolved.
- 4.4. Clearfluencer reserves itself the right to temporarily deactivate Clearfluencer for the purpose of, for example, maintenance, modification or improvement of the computer

systems of Clearfluencer. Clearfluencer will let such decommissioning transpire as much as possible outside office hours and will timely inform You in advance of the planned decommissioning. Such a pre-announced decommissioning of Clearfluencer can in no event be considered a shortcoming on the part of Clearfluencer regarding the fulfilment of its commitments towards You.

Article 5. TOOLS

- 5.1. You are responsible for having at Your disposal and for the functioning of the Tools which are necessary for the use of Clearfluencer, including the (ancillary) devices and software, supporting applications, configuration, and internet connection which are compliant with the technical and functional specifications as mentioned by Clearfluencer.
- 5.2. You are responsible for maintaining a connection to the power grid and other connections which are necessary for the access to and use of Clearfluencer.
- 5.3. Additional (licensing) conditions (of third parties) may apply to the use of the supporting applications. Clearfluencer does not guarantee the full functionality of the supporting applications used by You.

Article 6. ACCESS TO THE SERVICE

- 6.1. You are responsible for any use, with or without its approval, of Clearfluencer, and for the Means of Access made available to You. Clearfluencer is not liable for damage to You and/or third parties that has occurred as a result of the unauthorised use of the Means of Access.
- 6.2. The Means of Access provided are not transferable, strictly personal, and exclusively intended for use within Your organisation. You will observe the required care with regard to the use of the Means of Access, and will keep them secret from third parties.
- 6.3. You will inform Clearfluencer forthwith in the event the Means of Access are being used without authorisation, or in case You have a reasonable suspicion of this being the case.
- 6.4. You can request Clearfluencer to block the Means of Access. Clearfluencer also has the right at all times to block the Means of Access on their own initiative if Clearfluencer is aware of unauthorised use of the Means of Access. In such case Clearfluencer is not

liable for damage to You and/or third parties that has occurred due to the blocking of the Means of Access.

Article 7. USE OF CLEARFLUENCER

- 7.1. On using Clearfluencer, You will at least guarantee that You and the User(s), to the extent relevant, will observe the following rules:
- a. You agree not to store any illegal content or content which violates applicable law, or material rights of third parties within the provided storage space.
 - b. You are obliged to prevent unauthorized access of third parties to Clearfluencer and to use the Services with reasonable precautions.
 - c. You will take care of the protection of your (ancillary) devices, software, infrastructure, and the internet connection against viruses, cybercrime, and (other) illegitimate use by User(s) or third parties;
 - d. when using Clearfluencer, You and/or User will not spread any (computer) viruses or other files which may harm (the proper functioning of) Clearfluencer. You are obliged to scan its Data and the content for viruses and other harmful components before storing them on the server and to use appropriate virus protection programs;
 - e. You and/or User will not engage (nor cause engagement) in any action that may cause disturbances of Clearfluencer, (computer) networks, or infrastructures (of other users), or with regard to which disturbances, limited use, or unforeseen use (for other users) may be caused;
 - f. You and/or User will not send big quantities of unsolicited messages with the same, or comparable, content (“spam”);
 - g. You and/or User will not abuse any Means of Access, nor breach the security of Clearfluencer neither/nor try to breach it;
 - h. You and/or User will not carry out, nor refrain from carrying out, any actions that it knows, or should reasonably have known, that may lead to use of Clearfluencer which is punishable or illegitimate towards Clearfluencer and/or third parties;

- i. You and/or User will not enter the computer system or a part of it intentionally and without permission, against the will of the owner or administrator (“hacking”);
 - j. You and/or User will in no way violate the intellectual property rights of Clearfluencer and/or third parties; and
 - k. You and/or User will not disclose information and data which Clearfluencer provides within the framework of Clearfluencer without the explicit written consent of Clearfluencer, nor multiply or use it in any other way than in the context of the internal business operations of You.
- 7.2. In case You and/or User(s) act in violation of one or more of the aforementioned rules, You are obligated to follow the reasonable instructions given by Clearfluencer with regard to it, and to have them followed by the User(s).
- 7.3. If Data that are stored, edited, processed, or otherwise entered with the aid of Clearfluencer, are illegitimate towards third parties, Clearfluencer has the right to remove (or have removed) these data immediately, without prior notice, from the Server, and to destroy them (or have them destroyed). Clearfluencer will in no event be liable for any damage resulting from these actions.
- 7.4. Clearfluencer can impede Access to Clearfluencer by decommissioning the Means of Access, or by suspending the provision of services, if it has a serious suspicion that it is being used in violation of what is stipulated in the present Agreement. The obligation to pay will continue to be effective during such a decommissioning.

Article 8. APPLICATIONS OF THIRD PARTIES

If and to the extent Clearfluencer, on implementing Clearfluencer, makes available Applications or other software of third parties to You, with regard to those Applications and/or other software, the conditions of those third parties are applicable, side-tracking the provisions between Clearfluencer and You. You accept the conditions of third parties intended, for example though not limited to the conditions used by Amazon.

Article 9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. All rights of intellectual property to all Applications, Interfaces, software, source code, other software, documents, and other material that may be subject to any type of

intellectual property rights, that were developed or made available in the context of Clearfluencer, lie exclusively with Clearfluencer or its licensors.

- 9.2. You only obtain the non-exclusive user's rights and authorisations as described in this Agreement or as have been explicitly attributed in writing otherwise. It is not permitted to You to decompile, to multiply the code, to translate, or to otherwise subject to reverse engineering the Applications, Interfaces, source code, other software, documentation, and other material that were developed or made available in the context of Clearfluencer. It is not permitted to You to remove or change any indication regarding copyright, branding, trade names, or other rights of intellectual property from the Applications, Interfaces, source code, other software, documentation, and other material that were developed or made available in the context of Clearfluencer, including indications regarding the confidential nature and non-disclosure of the material.
- 9.3. After taking cognizance of the logic behind the Application (Clearfluencer), You may be capable of building the Application (Clearfluencer) (and/or an attribution system) in the same, or modified, form. Therefore You commit yourself to refrain from operating or applying the aforementioned data in whatever way, except for with the purpose described above, without the prior written consent of Clearfluencer.
- 9.4. In case the use of those data by You results in intellectual property rights or similar claims, You will transfer these rights and/or claims at the first request by Clearfluencer to Clearfluencer.
- 9.5. You will not apply for patents, nor lay any other type of claim, anywhere in the world, with regard to the information provided to it, and it will not enable anyone to do so, without the prior written consent of Clearfluencer.
- 9.6. Any use, multiplication or rendering public which falls outside the scope of the Agreement or of the user's rights granted, comprises a violation of the intellectual property of Clearfluencer. Notwithstanding Article 13 of the Agreement, You shall indemnify Clearfluencer for any damages incurred by Clearfluencer as a direct result of Your breach of the intellectual property rights of Clearfluencer.
- 9.7. Any use, multiplication or rendering public which falls outside the scope of the Agreement or of the user's rights granted, comprises a violation of the intellectual property of Clearfluencer. You will settle an immediately payable fine of € 250,000,-

(in words: two hundred and fifty thousand euros) per action constituting a violation to Clearfluencer, and the same amount for every day such violation persists, without prejudice to the other rights of Clearfluencer, including the rights to compensation of damages and to compliance. Article 9 will stay in effect after termination of this Agreement.

Article 10. CONFIDENTIALITY

- 10.1. You and Clearfluencer will make sure that all information received from the other Party of which they know, or should reasonably understand, that they are of a confidential character, will remain secret. The Party receiving confidential information will only use it for the purpose it was provided for. Information will in any case be considered confidential if one of the Parties has indicated it as such.
- 10.2. The obligation of confidentiality referred to above does not apply in case the confidential information:
 - i. is generally known, without this being caused through the violation of the present confidentiality obligation;
 - ii. was independently developed by the other party without making use of this information;
 - iii. was legally obtained by the other party from a third party which is not bound by a similar confidentiality obligation; or
 - iv. must be rendered public on the grounds of legislation or regulations, a court ruling, or the ruling of a regulatory body.
- 10.3. Parties commit themselves to use the information intended in paragraph 10.1 exclusively for the purpose of executing the present Agreement.
- 10.4. Parties commit themselves to impose the same obligations as are listed above on persons engaged by them for the execution of this Agreement.
- 10.5. The aforementioned confidentiality obligations will remain in force during the effective time of the Agreement and up to two years after its conclusion.
- 10.6. On every infringement on the confidentiality obligation inserted in this article, the violating Party will be liable for direct damages suffered by the other Party.

- 10.7. On every infringement on the confidentiality obligation inserted in this article, the violating Party will forfeit an immediately payable fine of € 10,000,- (in words: ten thousand euros) per action constituting an infringement, without prejudice to the right of the other Party to seek compensation of damages suffered or to any other right the Party disposes of on account of the infringement.

Article 11. INFORMATION AND IT-SECURITY

- 11.1. You shall own all right, title and interest in and to all of Your Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data entered into Clearfluencer.
- 11.2. You and Your Users decide themselves what information will be stored, edited, processed, or otherwise entered into Clearfluencer. You will remain responsible yourself, therefore, for the information entered by yourself. Clearfluencer is therefore not liable for any damage resulting from information entered by You.
- 11.3. Clearfluencer is not obliged to control the accuracy and completeness of the information submitted, and is, therefore, not liable for the consequences of the use of the inaccurate and/or incomplete information provided by You.
- 11.4. Subject to the type and scope of services provided and the corresponding level of appropriate IT security, Clearfluencer shall comply with the following IT-Security & Compliance Requirements when providing the agreed services.
- a. Appropriate technical and organizational measures. Clearfluencer shall implement the necessary technical and organizational measures to ensure and maintain the level of IT security adequate for the type and scope of the services provided.
 - b. The level of adequate Security is subject to the current technological standards taking into account industry best practises and further development.
 - c. Systems connected to Your infrastructure. When Clearfluencer uses its own systems directly or indirectly connected to Your infrastructure, You shall not be responsible for the provision of any protective measures for Clearfluencer's systems (e.g. PCs, laptops, tablets).

Article 12. TREATMENT OF PERSONAL INFORMATION

- 12.1. You input (upload) Data (Personal Data) into Clearfluencer yourself. With the inputted Data Clearfluencer performs its analysis.
- 12.2. The Data You inputted will be deleted immediately after Clearfluencer has finished its analysis. Data will not be stored nor will backups be made.
- 12.3. The Data gathered from Instagram will be deleted immediately after Clearfluencer has finished its analysis. Data will not be stored nor will backups be made.
- 12.4. Clearfluencer will only store the results. The results will not contain Personal Data.
- 12.5. If You want Clearfluencer to perform multiple analyses, You may store Your inputted Data in Clearfluencer. Clearfluencer will encrypt the Data and Clearfluencer will create a 'secret key' which will be stored separately from Your encrypted Data. When you request Clearfluencer to perform a new analysis the 'secret key' will decrypt the Data. Immediately after Clearfluencer has finished its analysis the Data will be encrypted and a 'secret key' will be stored separately, or on Your instruction the Data will be deleted.
- 12.7. Clearfluencer will automatically delete Your inputted Data after a 30-day period of disuse.
- 12.6. You are the data controller. You warrant to Clearfluencer, the data processor, that You comply and will comply with Your obligations as data controller under the applicable data protection regulation (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation: GDPR)), including all regulation concerning security measures.

You warrant to Clearfluencer that You, prior to inputting Data into Clearfluencer, have received consent from the data subject for the processing performed by Clearfluencer, in accordance with the GDPR, including though not limited to; general provision 32, 39, 40, 42 and article 7 GDPR.

- 12.7. You indemnify Clearfluencer for third party claims and/or fines that relate to (the content of) Your Data, not limited to not complying with 12.6 of this Agreement and the GDPR.
- 12.7. Parties have agreed a Data Processing Agreement, which is attached to this Agreement as **Annex 1**.

Article 13. LIABILITY

- 13.1. Clearfluencer compares the Data inputted by You with Data found by Clearfluencer on public Instagram accounts. A match is found when certain Data corresponds. This does not guarantee that it is the same person or entity, it only shows a match of Data.
- 13.2. In No event will Clearfluencer be liable to You or any third party (including, but not limited to, any customer) for any lost profits or lost revenue, diminished goodwill, damage due to operational stagnation, or for any indirect, incidental special, punitive, exemplary or consequential damages arising out or in connection with Clearfluencer, the software, the service or otherwise with respect to this Agreement.
- 13.3. The total liability of Clearfluencer on account of an imputable shortcoming in the fulfilment of the present Agreement or on any other account, is limited, for the duration of this Agreement/per event, to compensation of the direct damage, indirect damage is excluded, only to a maximum of the total amount of the remunerations paid by You during the six months period immediately preceding such claim, or one thousand Euro (€ 1.000,-) whichever is less.
- 13.4. The decisions made by You taking into account the outcome of the analysis performed by Clearfluencer, are Your responsibility. No rights or claims can be derived from the outcome of the analysis performed by Clearfluencer.
- 13.5. You acknowledge that Clearfluencer would not enter into this Agreement without these limitations on its liability.

Article 14. FORCE MAJEURE

- 14.1. Force Majeure shall mean any occurrence which (i) hinders, delays or prevents a Party in performing any of its obligations, and (ii) is beyond the control of, and without the fault or negligence of, such Party and (iii) by the exercise of reasonable diligence such Party is unable to prevent or provide against such as acts of God, civil

commotion, strikes, terrorism or governmental demands or restrictions. For the avoidance of doubt: Any occurrence that should be contemplated by any business continuity management system meeting the requirements of Good Industry Practice shall not be a Force Majeure event, unless the remedial measures provided in such business continuity management system are not able to remedy the occurrence as a result of the occurrence of another event that can be qualified as a Force Majeure event.

- 14.2. In the event of a Force Majeure, the Party whose performance of any of its obligations is affected shall notify the other Party as soon as is reasonably practicable giving the full relevant particulars and shall use its reasonable efforts to remedy the situation immediately.
- 14.3. Neither Party shall be responsible for any failure to fulfil any of its obligations under this Agreement to the extent that fulfilment has been hindered or delayed or prevented by a Force Majeure which has been notified in accordance with this clause and the time for performance of the obligation(s) affected shall be adjusted by a reasonable amount.

Article 15. CONCLUSION OF THE CONTRACT

- 15.1. Clearfluencer offers on <https://Clearfluencer.co/pricing/> are subject to change. Clearfluencer reserves the right to make changes within reason.
- 15.2. When ordering You enter your personal and company details, You accept the Agreement and You are bound to the tentative offer. By ordering You accept the Agreement. Clearfluencer will confirm receipt of Your order. The confirmation is not contractually binding. The confirmation and acceptance of the contract may be incorporated together. Clearfluencer is also entitled to reject the order.
- 15.3. When or after accepting the offer, Clearfluencer will send you instructions on how to start using Clearfluencer.

Article 16. TERMS OF PAYMENT

- 16.1. The current offers, prices and various modules are valid and accessible at any time at <https://Clearfluencer.co/pricing/>

- 16.2. The fee varies between the modules and is also determined by the number of followers that an influencer has. After your request the fee for the requested analysis will be established.
- 16.3. You can only use Clearfluencer after issuing a debit authorization for the requested analysis and established fee. The fee for the requested analysis will be taken off the account or card.
- 16.4. Clearfluencer is entitled, in case of default payments, without warning and immediately, to block the use of Clearfluencer.
- 16.5. Invoices are sent by e-mail as attachments.

Article 17. DURATION AND TERMINATION

- 17.1. If not otherwise contractually agreed Parties Agree on a contract for an indefinite period of time.
- 17.2. Each Party has the right to terminate the Agreement without giving reasons at any time taking into account a one-month notice period. A Termination can be done in writing by registered letter or email or via the secure online administrations interface, provided this option is available.
- 17.3. Each Party has the right to rescind the Agreement on account of an imputable shortcoming in the fulfilment of the Agreement, in case the other Party falls imputably short in the fulfilment of substantial obligations from the Agreement. Rescission is only possible after sending a full and detailed default letter which sets a reasonable term for the other party to repair the shortcoming, which it subsequently fails or omits to do. Any obligation to pay on the part of You or of a third party to be engaged by You always counts as substantial obligations from the present Agreement.
- 17.4. Each of the Parties can terminate the Agreement with immediate effect without a written default notice, either entirely or partially, in the event suspension of payment – whether or not temporarily – is granted to the other Party, if bankruptcy is filed for with regard to the other Party, or if the business of the other Party is liquidated or terminated in a sense other than that of restructuring businesses. On account of such a termination, Clearfluencer is not obligated to refund sums it has already received, nor to pay damages. In the event of bankruptcy of You, the right to use Clearfluencer and the Interface will lapse.

- 17.5. In the event of termination of the Agreement, Parties will always collaborate in good faith towards the remigration of the information entered during the use of Clearfluencer which may be desired by You, as well as towards the transfer of it to You or to a third party indicated by You during this “remigration period”. The continuity in the availability of the information and services will be the main concern here. Parties will consult with each other regarding the extent of the effort which Clearfluencer should realise. Clearfluencer will be able to charge the expenses it incurs in the context of the remigration of the provision of services to You on the basis of a retrospective calculation.

Article 18. DISPUTES AND APPLICABLE LEGISLATION

- 18.1. The laws of The Netherlands are applicable to the Agreement.
- 18.2. Any possible disputes between Parties will be submitted to the competent court in Amsterdam The Netherlands. Parties can choose jointly to resolve a dispute by way of arbitration or mediation.

Article 19. FINAL PROVISIONS

- 19.1. All notification or other announcements pursuant to the present Agreement take place in writing and can be delivered to, or sent by registered mail or e-mail to the addresses below, or to those addresses as one Party has indicated to the other Party.

Code Orange B.V., to the att. of Clearfluencer legal,

Gedempt Hamerkanaal 173 (1021 KP) Amsterdam, The Netherlands

E-mail: legal@Clearfluencer.co

- 19.2 All Annexes form an integral part of the present Agreement.
- 19.3. The present Agreement contains the entire agreement adopted between Parties regarding the object it is concerned with, and it substitutes all previously adopted agreements between Parties on this matter.
- 19.4. If, on the grounds of a request or a legitimately issued order by a governing body, or in connection with a legal obligation, Clearfluencer must carry out activities with regard to information of You, Your collaborators, or Your Users, all expenses related

to them will be charged to You, unless this investigation finds its origins with Clearfluencer. Clearfluencer will inform You of this as much as possible in advance.

- 19.5. Except for when, and to the extent, explicitly established otherwise in the present Agreement, each of the Parties will bear its own costs related to the adoption and implementation of the present Agreement.
- 19.6. The rights and obligations flowing from the present Agreement cannot be transferred by You to third parties without the previous written consent of Clearfluencer.
- 19.7. The version of any communication received or stored by Clearfluencer will be considered as authentic (including log files), barring proof to the contrary that is to be provided by You
- 19.8. Parties will always inform each other in writing within a reasonable term about any change in name, mail address, e-mail address, phone number, and if required bank account number and credit card information.
- 19.9. Each of the Parties hereby waives – to the extent this is legally permitted – any possible right to strive for – total or partial – rescission or annulment of the present agreement.
- 19.10. In case the present agreement becomes partially invalid or non-binding, the parties will continue to be bound by the remaining part. Parties will substitute the invalid or non-binding part by clauses that are valid and binding, and of which the legal consequences, considering the content and substance of this agreement, will correspond as much as possible to the invalid or non-binding part.

Annex 1: Data Processing Agreement

Annex 2: Amazon

Annex 1
DATA PROCESSING AGREEMENT

Between
YOU
and
Code Orange B.V.

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DATA PROCESSING AGREEMENT

1.0 Parties

YOU

(the "Data Controller")

and

Code Orange B.V. (Clearfluencer)

(the "Data Processor")

(collectively the "Parties" and individually the "Party")

have concluded this Data Processing Agreement (the "Agreement") on the Data Processor's processing of personal data on behalf of the Data Controller.

2.0 Background

- 2.1 This Agreement has been entered into in connection with the Parties execution of the Clearfluencer "Plug and Play" Software as a Service Agreement and Standard Terms and Conditions, ("Master Agreement").
- 2.2. Data Processor compares Data inputted by Data Controller with Data found by Data Processor on public Instagram accounts. The objective of Data Processor is to find a match between Data Controller's clients and followers of Instagram Influencers. Data Processor shows Data Controller certain insights in the possible connection between Data Controller's clients and the followers of certain Influencers with a public Instagram account. By doing this, Data Processor provides Data Controller with better insights in the Incremental value of certain Instagram Influencers.
- 2.3. Parties have agreed this Data Processing Agreement to comply with the "Applicable Data Protection Law", Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, GDPR).

3.0 Scope and purpose

- 3.1 The Data Processor shall only process personal data for purposes which are necessary in order to perform the services stipulated in the Master Agreement (“the Services”) and as further specified:

The processing of personal data

I. Purpose and nature of the processing operations:

By matching Controller’s clients with followers of Instagram Influencers, Data Processor shows Data Controller certain insights in the possible connection between Data Controller’s clients and the followers of certain Influencers with a public Instagram account. By doing this, Data Processor provides Data Controller with better insights in the Incremental value of certain Instagram Influencers. In that connection, the Data Processor may have access to the personal data of the Data Controller’s customers.

Data Processor

II. Categories of data subjects:

- Customers
- Users of the Data Controller’s website

III. Categories of personal data:

- Order information
- Name
- Email address

IV. Sensitive personal data

- Not relevant.

V. Location(s), including name of country/countries of processing:

Gedempt Hamerkanaal 173, 1021 KP Amsterdam, The Netherlands

- 3.2. The Agreement constitutes the Data Controller's instructions to the Data Processor and Data Controller's obligations.
- 3.3. The personal data to be processed by the Data Processor concerns the categories of data and the categories of data subjects article 3.1.

4.0 Obligations of the Data Processor

- 4.1. The Data Processor warrants to the Data Controller that it complies and will comply with its obligations as a data processor under the applicable data protection regulation, including all regulation concerning security measures.
- 4.2. All processing by the Data Processor of the personal data provided by the Data Controller shall only be carried out on documented instructions from the Data Controller for the provision of the Services, including with regard to transfers of personal data to a third country or an international organization, unless the Data Processor is required to do so by applicable Union or Member State Law. In such case, the Data Processor shall immediately inform the Controller of that legal requirement before processing the personal data, unless applicable legislation prohibits such information on important grounds of public interest.
- 4.3. The Data Processor shall inform the Data Controller immediately if, in his opinion, an instruction infringes any applicable data protection regulation.
- 4.4. The Data Processor shall implement and follow all appropriate and necessary technical and organizational security measures, including any additional measures, required to ensure a level of security appropriate to the harm that might result from unauthorized or unlawful access, processing or accidental loss, destruction or damage to the personal data, and shall ensure that the data is not accidentally or unlawfully destroyed, lost or impaired or brought to the knowledge of unauthorized third parties, abused or otherwise processed in a manner which is contrary to any applicable data protection regulation that may be in force from time to time. In any case and unless otherwise directed in writing by the Data Controller, the Data Processor must, among other things:
- introduce login and password procedures and set up and maintain a firewall and antivirus software;

- ensure the ongoing confidentiality, integrity, availability and resilience of systems and services processing personal data;
 - ensure that it has the ability to restore the availability and access to the personal data in a timely manner in the event of a physical or technical incident;
 - implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing;
 - ensure the pseudonymization and encryption of personal data when appropriate;
 - ensure that only employees with a work related purpose have access to the personal data, and ensure that all employees with access to the data shall not process the data except on instructions from the Data Controller, unless he or she is required to do so by Union or Member State Law;
 - store data storage media securely so that it is not accessible to third parties;
 - ensure that buildings and systems used for data processing are secure and that only high-quality hardware and software, which is regularly updated is used;
 - ensure that tests and waste material are destroyed in accordance with data protection requirements on the specific written instruction of the Data Controller. In particular cases, to be determined by the Data Controller, such tests and waste material must be stored or returned.
- 4.5. The personal data is confidential in nature and shall be kept confidential. The Data Processor shall ensure that all employees engaged in processing the personal data have received proper training, adequate instructions and guidelines on the processing of the personal data and have committed themselves to confidentiality. In addition, the Data Processor must ensure that the employees involved with the processing of the personal data are familiar with the applicable and implemented security requirements and will keep the personal data confidential.
- 4.6. The Data Processor must notify the Data Controller immediately where data protection regulation has been breached or other irregularities in connection with the processing of the personal data occur. In any case, the Data Processor shall promptly notify the Data Controller of any security incident that leads or may lead to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or

access to personal data transmitted, stored or otherwise processed by the Data Processor in connection with the Services ("Security Breach"). The notification to the Data Controller shall in any case include: (a) the nature of the Security Breach; (b) the recommended measures to minimize the negative effects of the Security Breach; (c) the identified and probable consequences of the Security Breach on the processing of personal data by the Data Processor in connection with the Services; and (d) the (proposed) actions (to be) taken to remedy the consequences for the protection of personal data processed by the Data Processor in connection with the Services. The Data Controller's point of contact is as stated in the Master Agreement.

- 4.7. The Data Processor shall provide full cooperation to the Data Controller with respect to data protection impact assessments and any Security Breach. With respect to Security Breach such cooperation should include – but not be limited to - providing adequate information and support relating to (a) the recovery of the Security Breach and the prevention of future Security Breaches; (b) the limitation of the impact of the Security Breach on the privacy of the data subjects involved and (c) the communication of a Security Breach to the data subject.
- 4.8. Upon the request of the Data Controller, the Data Processor shall provide the Data Controller with all information necessary to demonstrate that the Data Processor has taken the necessary technical and organizational security measures, and to demonstrate compliance with any and all applicable data protection regulations.
- 4.9. The Data Processor shall assist the Data Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the Data Controller's obligation to respond to requests for exercising the data subject's rights laid down in in the applicable data protection regulation. If the Data Processor, or another sub-processor which has received personal data, receives a request with respect to the personal data from a data subject, the Data Processor must as soon as reasonably possible send such request to the Data Controller, for the Data Controller's further processing thereof, unless the Data Processor or another sub-processor has been explicitly authorized by the Data Controller to handle such request itself.
- 4.10. The Data Processor shall promptly notify the Data Controller about any legally binding request for disclosure of the personal data by law enforcement or other applicable authority unless otherwise prohibited by applicable law.

- 4.11. Upon request of the Data Controller, the Data Processor shall assist the Data Controller in taking any actions deemed necessary or appropriate to deal with complaints or allegations of or in connection with a failure to comply with the applicable data protection regulation.

5.0 Use of sub-processors

- 5.1. The Data Processor may engage another processor (sub-processor) for the fulfilment of this Agreement without the prior specific or general written consent of the Data Controller.
- 5.2. The Data Processor has the Data Controller's general consent for the engagement of sub-processors.
- 5.3. The Data Controller shall on commencement of this Agreement approve the engagement of Amazon.
- 5.4. If the Data Processor engages a sub-processor that processes personal data in a third country not recognized by the EU Commission as providing adequate protection of personal data, the Data Processor must ensure that there is a legal basis for the transfer, e.g. the EU Commission's Standard Contractual Clauses for the transfer of personal data to third country. The Data Controller hereby provides a mandate to the Data Processor to enter into the EU Commission's Standard Contractual Clauses with a sub-processor (where applicable) on behalf of and in the name of the Data Controller.
- 5.6. A copy of the Sub-Processor-Agreement and subsequent amendments shall – at the Data Controllers request – be submitted to the Data Controller.

6.0 Obligations of the Data Controller

- 6.1. The Data Controller warrants to Data Processor that he complies and will comply with his obligations as Data Controller under the GDPR.
- 6.2. The Data Controller warrants to Data Processor that he, prior to inputting Data into Clearfluencer, has received consent from the data subject for the processing performed by Clearfluencer, in accordance with general provision 32, 39, 40, 42 and article 7 GDPR.

- 6.3. The Data Controller indemnifies Data Processor for third party claims and/or fines that relate to (the content of) his inputted Data, not limited to not complying with this Agreement and the GDPR.

7.0 Amendments

- 7.1. In the event of amendments to the applicable data protection regulation, the Data Controller is entitled to amend the instructions set out in this Agreement on the giving of 2 (two) weeks' written notice when forwarding the new written instructions to the Data Processor. The Data Processor must however, at all times, comply with the applicable regulation on the protection of personal data.

8.0 Breach

- 8.1. Article 13 of the Master Agreement is applicable to this Data Processing Agreement. The Data Processor shall not be liable for any fine or claim against the Data Controller as a result of the Data Controller not fulfilling its obligations as Data Controller.
- 8.2. Liability of either Party for any indirect or consequential damage is excluded under all circumstances or events, including though not limited to loss of profit, savings missed out on, diminished goodwill and damage due to operational stagnation. The exceptions and limitations of the liability of either Party mentioned are not applicable in the event the damage was caused by intent or gross negligence of the management of either Party.

9.0 Effective date, duration of processing and termination

- 9.1 This Agreement becomes effective on the date the Master Agreement commences.
- 9.2 Termination of the Master Agreement will result in the termination of this Agreement. However, the Data Processor remains subject to the obligations stipulated in this Agreement, as long as the Data Processor processes personal data on behalf of the Data Controller, i.e. until the personal data have been deleted or destroyed as described in section 9.3.
- 9.3 In the event of the termination of the Agreement, the Data Processor shall delete or destroy the personal data. There is no obligation for the Data Processor to return Data to Data Controller.

10.0 Governing law and jurisdiction

10.1 The choice of law and venue stipulated in Article 16 of the Master Agreement shall also apply to this Agreement.

Annex 2**Amazon**

Name of external server company	Contact Details	Area of Operations
Amazon Server	http://aws.amazon.com	Clearfluencer is hosting all Your Data on Amazon servers under the following terms and conditions: https://aws.amazon.com/s3/sla/ https://aws.amazon.com/ec2/sla/ https://aws.amazon.com/rds/sla/ https://aws.amazon.com/service-terms/ https://aws.amazon.com/agreement/