

AGENCY TERMS AND CONDITIONS

IT IS AGREED BETWEEN THE PARTIES THAT:

1. Definitions

1.1. In this Agreement, the following terms shall have the following meanings:

“Agreement” means these Agency Terms and Conditions and its Schedules together;

“Company” means More Onion e-campaigning GmbH;

“Confidential Information” means any information of a confidential or sensitive nature (whether disclosed orally, in writing, or any other media and whether or not such information is expressly stated to be confidential or marked as such) in relation to the Company or a Customer. This includes technology, technical processes, IPR, business affairs, client lists, finances, trade secrets (including any specialist courseware, software and manuals), secret or confidential operations processes or dealings, details or lists of Customers, details of fees charged by the Company, the subject matter contained in courses run by and/or services provided by the Company or any other information concerning the organisation, business or financial or affairs of the Company or its Customers or business associates, including all notes, memoranda, records and writings made by the Consultant in relation to the Company and/or its Customers, which has or may have come to the Consultants’ knowledge pursuant to or in contemplation of this Agreement or in connection with the Agency Services to be provided by the Consultant hereunder;

“Consultant” means employees, agents and contractors of the Company;

“Agency Services” means the Agency services to be provided by the Consultant to Customers under the Agreement from time to time, as set out in the Order Form;

“Content” means any design, software, source code, artwork, copy, drawing, data, specification, annual, content or other information (on whatever media stored including but not limited to electronic and printed media and materials) used or created by the Company (or its Consultants) in providing the Agency Services;

“Customer” means the customer named in the Order Form;

“Customer Data” means any data provided by the Customer to the Company (or its Consultants) to use in creating or providing the Agency Services;

“DPA” means the data processing agreement set out in Schedule 1 of this Agreement;

“Effective Date” means the start date of this Agreement as set out in the Order Form;

“Fees” means the fees set out in the Order Form for provision of the Agency Services;

“IPR” means all copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world;

“Order Form” means the order form set out in Schedule 2 of this Agreement.

2. Appointment

2.1. The Customer appoints the Company to provide the Agency Services to the Customer using its Consultants subject to the terms of this Agreement.

3. Term

3.1. This Agreement shall commence on the Effective Date and shall (subject to the provisions of clause 13 - termination) continue unless or until terminated by either party giving the other at least thirty (30) days notice in writing.

3.2. Notwithstanding clause 3.1 above, if the Customer serves notice to terminate this Agreement under the provisions of clause 3.1, such termination shall have no effect on any work which is already being performed pursuant to an Order Form or on any work to be performed under an Order Form already signed by the Customer, at the time of the service of such notice to terminate.

4. Obligations of the Company

The Company shall:

4.1. Provide the Agency Services to the Customer on a non-exclusive, “when-needed” basis as set out in each Order Form at such times and at such locations as the Company and the Customer agree in writing from time to time.

4.2. Ensure that any Consultants providing the Agency Services on the Company’s behalf under the Agreement comply with these Agency Terms and Conditions and the DPA to the extent required to enable the Company to perform its obligations in compliance with the terms of this Agreement.

4.3. Provide the Agency Services with reasonable care and skill and to the best of its ability and to the standard expected of a competent consultant having the skills and abilities necessary to provide the Agency Services.

4.4. Keep detailed records of all acts and things done by the Consultant in relation to the provision of the Agency Services and shall make such records available for inspection by the Customer and/or provide copies to the Customer.

5. Obligations of the Customer

The Customer shall:

5.1. Provide or arrange such reasonable support, assistance, materials and equipment (which shall be at the Customer’s expense) as the Company may reasonably require to enable it to properly provide the Agency Services.

5.2. Provide office and administrative facilities at the Customer’s expense in connection with any Agency Services.

- 5.3. Provide the Company promptly with information the Company reasonably requires so that the Consultant is not delayed in performing its obligations under this Agreement.

6. Fees, Invoicing and Payment

- 6.1. Fees shall be calculated as set out in each Order Form.
- 6.2. All Fees are exclusive of Value Added Tax, which shall be added, where applicable.
- 6.3. The Company shall invoice the Customer the Fees as set out in each Order Form.
- 6.4. The Customer shall pay the Company all Fees within 14 days of the date of each invoice, unless specified otherwise in an Order Form.
- 6.5. The Company shall charge the Customer for any expenses that it occurs in providing the services in addition to the Fees and shall provide receipts for such expenses.
- 6.6. The Company shall provide the Customer on request with time sheets setting out the work carried out by the Consultant under an Order Form.

7. Relationship Between the Parties

- 7.1. The Company (and its Consultants) are independent contractors and are not the servant, employee, partner, representative or agent of the Customer and have no power or authority to enter into any contract on behalf of the Customer.
- 7.2. The parties agree that as an independent contractor, the Company (and its Consultants) shall not be entitled to any pension, bonus, sick pay, holiday or other fringe benefits from the Customer.
- 7.3. The Company shall be responsible for paying the salaries or fees of all Consultants.

8. Amendments to the Agency Services

- 8.1. The Customer acknowledges that the Company may amend the scope of the project and the provision of the Agency Services at any time in order to reflect changes in the requirements or needs of the parties during the Term of this Agreement.

9. Confidential Information

- 9.1. The Company agrees and procures that the Consultant shall treat as secret and confidential and not at any time for any reason disclose or allow to be disclosed (except for the purposes of performing the obligations imposed on it by this Agreement) any Confidential Information of the Customer, without the prior written consent of the Company and (where applicable) a Customer. Notwithstanding the aforesaid the Customer agrees that the Company is entitled to use a project description, along with the Customer's logo and name for its own marketing purposes, unless the Customer notifies the Company in writing of its objection to such use in any individual case.
- 9.2. The provisions of this clause shall not apply to information which:
 - 9.2.1 Is, or subsequently becomes, part of the public domain, otherwise than by any breach of this Agreement by the Consultant;
 - 9.2.2 Is ordered to be disclosed by any court or by any governmental or other authority or regulatory body.
- 9.3. The Company shall and procures that the Consultant shall return (or upon request destroy) all Confidential Information in its possession or under its control at the end of each Order Form

within sixty days of receiving a written request from the Customer and shall delete all Confidential Information from any disks, tapes or other re-useable material in its possession.

10. Intellectual Property

- 10.1. All existing and future IPRs in the Agency Services, (including Content and all software contained therein) provided to the Customer under any Order Form will vest solely and exclusively in the Company. The Customer shall have no title, right or interest whether legal or beneficial in any such IPRs including any source code contained therein.
- 10.2. All Content is provided to the Customer (“as is”). The Company is not responsible for any breaches of the IPRs of a third party caused by the Customer using any Content the Company provides to the Customer as part of the Agency Services. It is the solely and exclusive duty of the Customer to check and ensure that use of any Content does not breach the IPRs of a third party.
- 10.3. The Customer shall retain sole ownership of all rights, title and interest in and to Customer Data and its pre-existing IPR and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and its pre-existing IPR. The Customer grants the Company a non-exclusive, licence to use Customer Data, Customer pre-existing IPR and any third party owned item to the extent required for the Company to provide the Agency Services.

11. Data Protection

- 11.1. Each party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements and the terms of the DPA.
- 11.2. To the extent that the personal data of the Customer is processed by the Company providing the Agency Services set out in an Order Form, the parties acknowledge that the Company is a data processor and the Customer is a data controller and the parties shall comply with their respective statutory data protection obligations.
- 11.3. If a third party alleges infringement of its data protection rights, the Company shall be entitled to take measures necessary to prevent the infringement of a third party's rights from continuing.

12. Liability

- 12.1. The parties do not exclude or limit their liability to each other for fraud, death or personal injury caused by their negligent act or omission or wilful misconduct.
- 12.2. The Company shall not be liable for any pure economic loss, indirect losses, consequential loss, special loss or damages arising out of or related to this Agreement or in tort (including negligence or breach of statutory duty), misrepresentation or however arising.
- 12.3. The Company shall not be liable for any loss of profits related to this Agreement, whether based on contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise.
- 12.4. Subject to clauses 12.1 to 12.3 inclusive the total liability of the Company to the Customer in aggregate (whether in contract, tort or otherwise) for any and all claims relating to or arising under this Agreement or based upon any claim for indemnity or contribution shall be limited to the amount paid to the Customer by the Company under the respective Order Form (excluding all taxes) during the 12 month period prior to the date on which such claim arose. If the duration of the Agreement has been less than 12 months, the amount payable shall be pro rata.

- 12.5. Neither party shall raise any claim under this Agreement more than 1 year after the discovery of the circumstances giving rise to a claim or the effective date of termination or expiry of this Agreement.
- 12.6. The Company shall be liable for all acts and omissions of any Consultant performing the Agency Services on its behalf under this Agreement which result in a breach of the terms of this Agreement, as if such breach or breaches had been caused by the Company itself.

13. Termination

- 13.1. Without prejudice to any other rights hereunder and notwithstanding any other provisions of this Agreement, the Company shall have the right at any time by notice in writing to immediately terminate this Agreement if the Customer is:
 - 13.1.1 In material breach of any term of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied by the Customer within 7 days of receipt by them of a written notice from the Company giving full particulars of the breach and requiring it to be remedied;
 - 13.1.2 Guilty of conduct which may bring the Company into disrepute or is otherwise prejudicial to the best interests of the Company;
 - 13.1.3 Adjudicated bankrupt, makes any arrangement or composition with its creditors, commits any other act of bankruptcy, if a receiver is appointed over any of the property or assets of the Customer, if the Customer makes any composition or arrangement with its creditors, becomes subject to an administration order, if the Customer ceases or threatens to cease trading or the Customer goes into liquidation.
- 13.2. Termination of this Agreement for any reason shall not affect any rights or obligations of either party which have accrued prior to such termination and shall not affect the provisions of this Agreement which are intended (either expressly or by implication) to come into or remain in force after termination.
- 13.3. On termination or expiry of this Agreement (for whatever reason) each party shall deliver to the other all Confidential Information of the other party in its possession custody or control and no copies of any such material shall be retained by the receiving party.

14. Miscellaneous

- 14.1. Each party acknowledges that it has not entered into this Agreement in reliance on any statement or representation, whether or not made by the other party, except in so far as the representation has been incorporated into this Agreement.
- 14.2. Should a provision of this Agreement be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 14.3. In the event of any inconsistency between the content of this Agreement and its Schedules, the terms of the Order Form, shall prevail followed by the DPA and then the Agency Terms and Conditions.
- 14.4. This Agreement constitutes the whole agreement and understanding between the parties and supersedes all prior agreements, representations, negotiations and discussions between the parties relating to the subject matter thereof.
- 14.5. Amendments to, or notices to be sent under this Agreement, shall be in writing and shall be deemed to have been duly given if sent by registered post or by email in electronically scanned documents i.e. pdf, jpeg to a party at the address given for that party in this Agreement.

- 14.6. Each party shall pay its own costs and expenses incurred by it in the negotiation and preparation of this Agreement, unless specified otherwise.

15. Dispute Resolution

- 15.1. The parties will use their respective reasonable efforts to negotiate in good faith and settle any dispute that may arise out of or in relation to this Agreement and any breach of it.
- 15.2. If any such dispute cannot be settled amicably through ordinary negotiations of the sales directors of each party, the dispute shall be escalated in writing to a director of the Consultant and a director of the Company who shall in good faith try and resolve the dispute. If the dispute or difference is not resolved within 14 days of the dispute being escalated the parties shall then be entitled to pursue their claim in accordance with clause 16 below.

16. Governing Law and Jurisdiction

- 16.1. This Agreement shall be governed by the laws of Austria. The courts of Austria shall have exclusive jurisdiction for the settlement of all disputes arising under this Agreement.

DATA PROCESSING AGREEMENT

This DPA is entered into between the Company and the Customer and is incorporated into and governed by the terms of the Agreement.

1. Definitions

Any capitalised term not defined in this DPA shall have the meaning given to it in the Agreement.

“Affiliates”	means any entity that directly or indirectly controls, is controlled by, or is under common control of a party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of a party;
“Agreement”	means the agreement between the Company and the Customer for the provision of the Solution and Services;
“Controller”	means the Customer;
“Data Subject”	shall have the same meaning as in 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 (as amended from time to time or replaced by subsequent legislation)
“DPA”	means this data processing agreement together with Exhibit A and the Security Policy;
“Personal Data”	shall have the same meaning as in REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 (as amended from time to time or replaced by subsequent legislation)
“Processor”	means the Company;
“Security Policy”	means the Company’s security document as updated from time to time, and accessible via www.more-onion.com/security-policy or otherwise made reasonably available by the Company;
“Standard Contractual Clauses”	means the EU model clauses for personal data transfer from controllers to processors c2010-593 - Decision 2010/87EU;
“Sub-Processor”	means any person or entity engaged by the Company or an Affiliate to process Personal Data in the provision of the Solution and Services to the Customer.

2. Purpose

2.1 The Processor has agreed to provide the Solution and Services to the Controller in accordance with the terms of the Agreement. In providing the Solution and Services, the Processor shall process Customer Data on behalf of the Controller. Customer Data may include Personal Data. The Processor will process and protect such Personal Data in accordance with the terms of this DPA.

3. Scope

3.1 In providing the Solution and Services to the Controller pursuant to the terms of the Agreement, the Processor shall process Personal Data only to the extent necessary to provide the Solution and Services in accordance with both the terms of the Agreement and the Controller’s instructions documented in the Agreement and this DPA.

4. Processor Obligations

- 4.1 The Processor may collect, process or use Personal Data only within the scope of this DPA.
- 4.2 The Processor confirms that it shall process Personal Data on behalf of the Controller and shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data shall only process the Personal Data on the documented instructions of the Controller. .
- 4.3 The Processor shall promptly inform the Controller, if in the Processor's opinion, any of the instructions regarding the processing of Personal Data provided by the Controller, breach any applicable data protection laws.
- 4.4 The Processor shall ensure that all employees, agents, officers and contractors involved in the handling of Personal Data: (i) are aware of the confidential nature of the Personal Data and are contractually bound to keep the Personal Data confidential; (ii) have received appropriate training on their responsibilities as a data processor; and (iii) are bound by the terms of this DPA.
- 4.5 The Processor shall implement appropriate technical and organisational procedures to protect Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons.
- 4.6 The Processor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In accessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 4.7 The technical and organisational measures detailed in the Security Policy shall be at all times adhered to as a minimum security standard. The Controller accepts and agrees that the technical and organisational measures are subject to development and review and that the Processor may use alternative suitable measures to those detailed in the attachments to this DPA.
- 4.8 The Controller acknowledges and agrees that, in the course of providing the Solution and Services to the Controller, it may be necessary for the Processor to access the Personal Data to respond to any technical problems or Controller queries and to ensure the proper working of the Solution and Services. All such access by the Processor will be limited to those purposes.
- 4.9 Where Personal Data relating to an EU Data Subject is transferred outside of the EEA it shall be processed in accordance with the provisions of the Standard Contractual Clauses, unless the processing takes place: (i) in a third country or territory recognised by the EU Commission to have an adequate level of protection; or (ii) by an organisation located in a country which has other legally recognised appropriate safeguards in place, such as the EU-US Privacy Shield or Binding Corporate Rules.
- 4.10 Taking into account the nature of the processing and the information available to the Processor, the Processor shall assist the Controller by having in place appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Controller's obligation to respond to requests for exercising the Data Subject's rights and the Controller's compliance with the Controller's data protection obligations in respect of the processing of Personal Data.

5. Controller Obligations

- 5.1 The Controller represents and warrants that it shall comply with the terms of the Agreement, this DPA and all applicable data protection laws.
- 5.2 The Controller represents and warrants that it has obtained any and all necessary permissions and authorisations necessary to permit the Processor, its Affiliates and Sub-Processors, to execute their rights or perform their obligations under this DPA.

- 5.3 The Controller is responsible for compliance with all applicable data protection legislation, including requirements with regards to the transfer of Personal Data under this DPA and the Agreement.
- 5.4 All Affiliates of the Controller who use the Solution or Services shall comply with the obligations of the Controller set out in this DPA.
- 5.5 The Controller shall implement appropriate technical and organisational procedures to protect Personal Data, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons. The Controller shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (i) the pseudonymisation and encryption of Personal Data; (ii) the ability to ensure the on-going confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing. In accessing the appropriate level of security account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise processed.
- 5.6 The Controller shall take steps to ensure that any natural person acting under the authority of the Controller who has access to Personal Data only processes the Personal Data on the documented instructions of the Controller.
- 5.7 The Controller may require correction, deletion, blocking and/or making available the Personal Data during or after termination of the Agreement. The Processor will process the request to the extent it is lawful, and will reasonably fulfil such request in accordance with its standard operational procedures to the extent possible.
- 5.8 The Controller acknowledges and agrees that some instructions from the Controller, including destruction or return of data, assisting with audits, inspections or DPIAs by the Processor, may result in additional fees. In such case, the Processor will notify the Controller of its fees for providing such assistance in advance, unless otherwise agreed.

6. Sub-Processors

- 6.1 The Controller acknowledges and agrees that: (i) Affiliates of the Processor may be used as Sub-processors; and (ii) the Processor and its Affiliates respectively may engage Sub-processors in connection with the provision of the Solution or Services.
- 6.2 All Sub-processors who process Personal Data in the provision of the Solution or Services to the Controller shall comply with the obligations of the Processor set out in this DPA.
- 6.3 Where Sub-processors are located outside of the EEA, the Processor confirms that such Sub-processors: (i) are located in a third country or territory recognised by the EU Commission to have an adequate level of protection; or (ii) have entered into Standard Contractual Clauses with the Processor; or (iii) have other legally recognised appropriate safeguards in place, such as the EU-US Privacy Shield or Binding Corporate Rules.
- 6.4 The Processor shall make available to the Controller the current list of Sub-processors at www.more-onion.com/data-sub-processors which shall include the identities of Sub-processors and their country of location. During the term of this DPA, the Processor shall provide the Controller with prior notification, via email, of any changes to the list of Sub-processor(s) who may process Personal Data before authorising any new or replacement Sub-processor(s) to process Personal Data in connection with the provision of the Solution or Services.
- 6.5 The Controller may object to the use of a new or replacement Sub-processor, by notifying the Processor promptly in writing within ten (10) Business Days after receipt of the Processor's notice. If the Controller objects to a new or replacement Sub-processor, and that objection is not unreasonable, the Controller may terminate the Agreement or applicable Order Form with respect to the Solution or Services which cannot be provided by the Processor without the use of the new or replacement Sub-processor. The Processor will refund the Controller any prepaid fees covering the remainder of the Term of the Agreement (or applicable Order Form)

following the effective date of termination with respect to such terminated Solution or Services.

7. Liability

- 7.1 The limitations on liability set out in the Agreement apply to all claims made pursuant to any breach of the terms of this DPA.
- 7.2 The parties agree that the Processor shall be liable for any breaches of this DPA caused by the acts and omissions or negligence of its Sub-processors to the same extent the Processor would be liable if performing the services of each Sub-processor directly under the terms of the DPA, subject to any limitations on liability set out in the terms of the Agreement.
- 7.3 The parties agree that the Controller shall be liable for any breaches of this DPA caused by the acts and omissions or negligence of its Affiliates as if such acts, omissions or negligence had been committed by the Controller itself.
- 7.4 The Controller shall not be entitled to recover more than once in respect of the same claim.

8. Audit

- 8.1 The Processor shall make available to the Controller all information reasonably necessary to demonstrate compliance with its processing obligations and allow for and contribute to audits and inspections.
- 8.2 Any audit conducted under this DPA shall consist of examination of the most recent reports, certificates and/or extracts prepared by an independent auditor bound by confidentiality provisions similar to those set out in the Agreement. In the event that provision of the same is not deemed sufficient in the reasonable opinion of the Controller, the Controller may conduct a more extensive audit which will be: (i) at the Controller's expense; (ii) limited in scope to matters specific to the Controller and agreed in advance; (iii) carried out during Austrian business hours and upon reasonable notice which shall be not less than 4 weeks unless an identifiable material issue has arisen; and (iv) conducted in a way which does not interfere with the Processor's day-to-day business.
- 8.3 The Controller shall reimburse the Processor for all costs and expenses it incurs (including staff time) in providing any assistance to the Controller in relation to any audit or audit requests.
- 8.4 This clause shall not modify or limit the rights of audit of the Controller, instead it is intended to clarify the procedures in respect of any audit undertaken pursuant thereto.

9. Notification of Data Breach

- 9.1 The Processor shall notify the Controller without undue delay after becoming aware of (and in any event within 72 hours of discovering) any accidental or unlawful destruction, loss, alteration or unauthorised disclosure or access to any Personal Data ("**Data Breach**").
- 9.2 The Processor will take all commercially reasonable measures to secure the Personal Data, to limit the effects of any Data Breach, and to assist the Controller in meeting the Controller's obligations under applicable law.

10. Compliance, Cooperation and Response

- 10.1 In the event that the Processor receives a request from a Data Subject in relation to Personal Data, the Processor will refer the Data Subject to the Controller unless otherwise prohibited by law. The Controller shall reimburse the Processor for all costs incurred resulting from providing reasonable assistance in dealing with a Data Subject request. In the event that the Processor is legally required to respond to the Data Subject, the Controller will fully cooperate with the Processor as applicable.
- 10.2 The Processor will notify the Controller promptly of any request or complaint regarding the processing of Personal Data, which adversely impacts the Controller, unless such notification is not permitted under applicable law or a relevant court order.
- 10.3 The Processor may make copies of and/or retain Personal Data in compliance with any legal or regulatory requirement including, but not limited to, retention requirements.

- 10.4 The Processor shall reasonably assist the Controller in meeting its obligation to carry out data protection impact assessments (DPIAs), taking into account the nature of processing and the information available to the Processor. The Controller shall reimburse the Processor for all costs incurred resulting from providing reasonable assistance in relation to the DPIA.
- 10.5 The parties acknowledge that it is the duty of the Controller to notify the Processor within a reasonable time, of any changes to applicable data protection laws, codes or regulations which may affect the contractual duties of the Processor. The Processor shall respond within a reasonable timeframe in respect of any changes that need to be made to the terms of this DPA or to the technical and organisational measures to maintain compliance. If the parties agree that amendments are required, but the Processor is unable to accommodate the necessary changes, the Controller may terminate the part or parts of the Solution or Services which give rise to the non-compliance. To the extent that other parts of the Solution or Services provided are not affected by such changes, the provision of such Solution or Services shall remain unaffected.
- 10.6 The Controller and the Processor and, where applicable, their representatives, shall cooperate, on request, with a supervisory data protection authority in the performance of their respective obligations under this DPA.

11. Term and Termination

- 11.1 The Processor will only process Personal Data for the term of the DPA. The term of this DPA shall coincide with the commencement of the Agreement and this DPA shall terminate automatically together with termination or expiry of the Agreement.
- 11.2 The Processor shall at the choice of the Controller, delete or return Personal Data to the Controller after the end of the provision of the Solution or Services relating to processing, and delete existing copies unless applicable law or regulations require storage of the Personal Data.

12. General

- 12.1 This DPA sets out the entire understanding of the parties with regards to the subject matter herein.
- 12.2 Should a provision of this DPA be invalid or become invalid then the legal effect of the other provisions shall be unaffected. A valid provision is deemed to have been agreed which comes closest to what the parties intended commercially and shall replace the invalid provision. The same shall apply to any omissions.
- 12.3 This DPA shall be governed by the laws of Austria. The courts of Austria shall have exclusive jurisdiction for the settlement of all disputes arising under this DPA.

Exhibit A

Overview of data processing activities to be performed by the Processor

1. Controller

The Controller transfers Personal Data identified in sections 3, 4 and 5 below, as it relates to the processing operations identified in section 6 below.

The Controller is the Customer named in the Order Form.

2. Processor

The Processor received data identified in sections 3, 4 and 5 below, as it relates to the processing operations identified in section 6 below.

The Processor is the Company.

3. Data Subjects

The Personal Data transferred includes but is not limited to the following categories of Data Subjects:

- Employees, freelancers and contractors of the Controller.
- Authorised Users, Affiliates and other participants from time to time to whom the Controller has granted the right to access the Solution or Services in accordance with the terms of the Agreement.
- Clients and supporters of the Controller and individuals with whom those end users communicate with by email and/or instant messaging.
- Service providers of the Controller.
- Children who are under 16 years old from whom the Controller has obtained the necessary parental consent.
- Other individuals to the extent identifiable in the content of emails or their attachments or in archiving content.

1. Categories of Data

The Personal Data transferred includes but is not limited to the following categories of data:

- Personal details, names, user names, addresses, phone numbers, passwords, email addresses, photographs of Authorised Users
- Personal Data derived from the Authorised Users use of the Solution or Services such as records and business intelligence information.
- Personal Data within email and messaging content which identifies or may reasonably be used to identify, data subjects.
- Meta data including but not limited to: sent, to, from, date, time, subject, which may include Personal Data
- Financial data,
- Consumption habits,
- Data concerning education and profession,

- Data revealing political opinions, image and sound recordings.

1. **Special categories of Data**

No sensitive data or special categories of data are permitted to be transferred, including the content of email messages sent using the Solution and Services.

2. **Processing operations**

The Personal Data transferred will be subject to the following basic processing activities:

- Personal Data will be processed to the extent necessary to provide the Solution and Services in accordance with both the Agreement and the Controller's instructions. The Processor processes Personal Data only on behalf of the Controller. Processing operations include, but are not limited to: sending emails to campaign targets are designed by the Controller, sending data to third part services such as email broadcast tools and CRMs through integrations and webhooks, processing donations, storing form completion data. This operation relates to all aspects of Personal Data processed.
- Technical support, issue diagnosis and error correction to ensure the efficient and proper running of the systems and to identify, analyse and resolve technical issues both generally in the provision of the Solution and Services and specifically in answer to a Controller query. This operation may relate to all aspects of Personal Data processed but will be limited to metadata where possible.
- Virus, anti-spam and Malware checking in accordance with the Solution and Services provided. This operation relates to all aspects of Personal Data processed.
- URL scanning for the purposes of the provision of targeted threat protection and similar service which may be provided under the Agreement. This operation relates to attachments and links in emails and will relates to any Personal Data within those attachments or links which could include all categories of Personal Data.

ORDER FORM – AGENCY

THIS ORDER FORM is made between the Company and the Customer named in this Order Form:

The Customer shall purchase any Agency Services set out in this Order Form from the Company for the Fees set out herein.

The Company shall provide:

1. Any Agency Services set out in this Order Form subject to the Agency Terms and Conditions.

Provision of any Agency Services is subject to the terms of the Data Processing Agreement.

This Order Form together with the DPA and the Agency Terms and Conditions (where applicable) constitute the entire terms of the agreement between the Company and Customer (together "**Agreement**")

All terms in capitals used in this Order Form shall have the meaning given to them in the respective Terms and Conditions in relation to the services being provided, unless defined otherwise in this Order Form.

1. Parties

	Customer	Company
Name		more onion e-Campaigning GmbH
Address		Huetteldorfer Strasse 253a, A-1140 Vienna, Austria
Country of Registration		Austria
Registered Number		FN 476237 z
VAT number		AT U72545579

2. Agency Services

Item	Description

3. Fees

The Customer shall pay the Company the following Fees during the Term:

Item	Amount (Euro)	Invoicing	Payment
Agency Fee			Within 14 days of the date of invoices.

4. Additional Solutions and Services

If after signature of this Order Form the Customer wishes to add additional services to the Agreement, the Customer can purchase these during the Term by completing additional order forms. Any additional Order Form shall only be binding upon the Company after execution by both parties and shall than be incorporated into the terms of the Agreement.

Upon signing this Order Form, the Customer acknowledges that it has read, understood and agrees to be bound by the terms of the Agreement which consist of:

- This Order Form;
- The Agency Terms and Conditions (appended below);
- The Data Processing Agreement (appended below).

SIGNED on behalf of the parties

Signed by

(for and on behalf of the Company)

Date:

Signed by

(for and on behalf of the Customer)

Date: