AETHERLANE Data Processing Agresement (25 September 2025)

THE PARTIES:

1. **AETHERLANE B.V.**, a private company with limited liability incorporated under Dutch law with its registered office in Amsterdam and its principal place of business in (1114 AJ) Amsterdam-Duivendrecht at Pieter Braaijweg 207, registered with the Chamber of Commerce under number 97674966 (hereinafter: **"AETHERLANE"** or the **"Processor"**);

   and

2. **AGENCY / ARTIST / CLIENT**, being the natural or legal person who registers for the use of the SPOKE software and, in doing so, accepts this Data Processing Agreement and the General Terms and Conditions (by ticking a check box or otherwise providing electronic consent), hereinafter referred to as the "Controller".
   The information provided by the Controller upon registration (such as name, address, Chamber of Commerce number and contact details) shall form an integral part of this Data Processing Agreement and shall serve as identification of the Controller.

Hereinafter also referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

a) The Parties concluded an SAPPS agreement with each other (the "**Main Agreement**") on the basis of which AETHERLANE performs and provides services via its SAPPS platform (collectively the "**Service**") offering special AI tools and will process Personal Data by means of its Service upon instruction and for the benefit of the Controller as described in **Annex 1**;
b) AETHERLANE processes the relevant Personal Data by means of its Service exclusively upon the instructions of the Controller and not for its own purposes;
c) Pursuant to which the Controller must be considered to be the "Controller" and AETHERLANE the "Processor" within the meaning of the General Data Protection Regulation ((EU) 2016/679 of the European Parliament and of the Council of 27 April 2016) ("GDPR");
d) The Parties wish to lay down in this Processing Agreement the arrangements that apply to the processing of Personal Data by the Processor by means of the Service of the benefit of the Controller;
e) This Processing Agreement replaces any previous agreements concerning the processing of Personal Data between the Parties.

HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

1. In this Processing Agreement, the following capitalised terms are defined as set out below:

   GDPR: 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).

   Data Subject: the person to whom the processed Personal Data related.

Data Breach: any unauthorised access or breach that leads to the accidental or unlawful provision, destruction, loss, alteration, publication, forwarding or acquisition of Personal Data stored or processed otherwise, as referred to in the GDPR.

Main Agreement: the agreement between the Controller and the Processor in which the rights and obligations between the Parties concerning the use of the AETHERLANE Service have been elaborated further, or any underlying agreement between the Parties for which purpose Personal Data have to be processed.

Assignment: any assignment issued directly or indirectly by the Controller to the Processor for the processing of Personal Data.

Personal Data: means any information relating to an identified or identifiable natural person within the meaning of Article 4(1) of the GDPR.

Service: the AETHERLANE service(s) provided by or on behalf of AETHERLANE to the Controller in implementation of the Main Agreement concluded with the Controller.

Sub-processor: any natural person or legal entity and/or company and/or subcontractor that processes Personal Data on behalf of the Processor.

Supervisory Authority: the relevant supervisory authority as referred to in the GDPR.

Processor: the party that performs acts in the capacity of 'processor' as referred to in the GDPR.

Processing Agreement: this agreement.

Controller: the party that determines the purposes and means of the processing of personal data as referred to in the GDPR.

Employees: every employee, agent, hired worker, any other persons and/or subcontractor otherwise who carries out activities under the Processor's authority.

2. The abovementioned and other terms are interpreted in accordance with the GDPR and the relevant implementation legislation and regulations.

Article 2 - Subject of this Processing Agreement

1. This Processing Agreement concerns the processing of Personal Data by or on behalf of the Processor upon the Instructions and for the benefit of the Controller, within the context of the use of the AETHERLANE Service in implementation of the Main Agreement between the Parties.

Article 3 - Mutual obligations

1. The Processor will only process the Personal Data in accordance with the Assignment from the Controller for the processing purposes described in **Annex 1**, and in accordance with any

other written instructions and under the sole responsibility of the Controller, with the exception of deviating statutory obligations on the part of the Processor.

2. The Processor will not process the Personal Data for any purpose other than as determined by the Controller. The Controller will inform the Processor in writing of the processing purposes insofar as these are not already mentioned in this Processing Agreement in **Annex 1**.

3. The Controller will provide all Personal Data the Processor requires within reason to carry out the Assignment, and in accordance with what has been agreed in this Processing Agreement for the proper performance thereof.

4. The Controller warrants and represents that its instructions to the Processor with respect to the processing of Personal Data are always in accordance with the applicable legislation and regulations, including but not limited to the GDPR.

5. The Controller also implements suitable technical and organisational measures within its organisation in order to warrants and represents that the further use of Personal Data, including dissemination to third parties, is in accordance with the applicable legislation and regulations, including but not limited to the GDPR.

6. The Personal Data to be processed upon the instructions and for the benefit of the Controller remain the property of the Controller.

7. The Processor will comply with the applicable legislation and regulations including the GDPR with respect to the processing of Personal Data.

Article 4 - Secrecy and confidentiality

1. The Processor will treat the Personal Data it receives from the Controller as confidential. The Processor will ensure that access to these data is restricted to Employees and Sub-processors who necessarily require access to them for the performance of the Assignment.

2. All Personal Data processed by the Processor under this Processing Agreement are subject to a duty of confidentiality towards third parties. The Processor imposes this duty of confidentiality on its Employees and Sub-processors as well.

3. The Processor will not provide the Personal Data to third parties, unless the Controller has granted its written consent to do so in advance, not to be withheld, conditioned or delayed unreasonably, if the Processor is required by law to do so on the basis of the Service in implementation of the Main Agreement with the Controller, such as but not limited to a request from the Supervisory Authority, government agencies, an investigative, prosecution or national security authority or upon court order.

Article 5 - Processing of Personal Data outside the European Economic Area ("EEA")

1. The Processor will not process the Personal Data outside the EEA, unless such is instructed by the Controller in writing. If this is the case, the Processor will only transfer the Personal

Data to countries that offer a suitable level of security in accordance with the standards from the GDPR or impose such standards contractually on third parties.

2. The Processor will inform the Controller at its reasonable request in which country or countries the Personal Data are processed. Additional arrangements can be formulated between the Processor and the Controller in writing in case the Processor offers a service outside the EU.

Article 6 - Engaging Sub-processors and third parties

1. The Controller is required to consent in advance to engaging Sub-processor(s) and/or third parties for the purpose of processing Personal Data, not to be withheld, conditioned or delayed unreasonably. The Processor will always inform the Controller in advance of intended changes concerning Sub-processor(s) and/or third parties, in which connection the Controller has the option of lodging a written, substantiated and reasonable objection within thirty (30) days.

2. The Processor ensures that the Sub-processor(s) and/or third parties that have been engaged agree at least the same measures and obligations with the Processor as were drawn up hereunder between the Controller and the Processor, in particular the obligation to provide sufficient safeguards concerning the security of Personal Data and the implementation of technical and organisational measures against unauthorised access and use.

3. The Sub-processors engaged by Processor hereunder and approved by Controller are and will be listed in **Annex 2**.

Article 7 - Security

1. The Processor will endeavour to implement suitable technical and organisational measures on the basis of Article 32 GDPR accounting for the state-of-the-art, the implementation costs, as well as the nature, scope, context and the processing purposes and risks to the rights and freedoms of Data Subjects that differ as regards probability and seriousness, to protect the Personal Data against unauthorised access, loss, destruction, theft or other forms of unlawful processing. The Processor will implement the following (security) measures in any event:

    (i) Personal Data are always stored in a secure environment (servers);
    (ii) Personal Data are stored in such a manner that they cannot be accessed by unauthorised employees of the Processor and/or unauthorised third parties, by means of the implementation of personalised access control at function level with respect to the operating system, the database and/or one or more applications;
    (iii) The Processor guarantees that the servers used by it comply with the applicable national and European regulations.

2. The Processor will only store the Personal Data on a laptop and/or any other portable and/or removable drive and/or device and/or cloud based digital environment if these are protected by sufficient security measures and the use of the drive or the device is necessary to comply with the obligations under this Processing Agreement or the Main Agreement.

3. The Processor conducts a Data Protection Impact Assessment ("DPIA") if such is reasonably requested by the Controller.

4. The Processor will endeavour to configure its systems in such a manner that unlawful breaches thereof are registered and recorded adequately and that the recording thereof is secured in order to prevent it from being accessed or altered by unauthorised persons or third parties otherwise.

5. The Processor tests, assesses and evaluates the effectiveness of the technical and organisational measures to secure the processing on a regular basis and sets up a process for this purpose.

Article 8 - Incidents and notification of Data Breaches

1. The Processor makes a protocol available to its Employees for the purpose of identifying, assessing, mitigating and notifying incidents involving Personal Data and Data breaches adequately to the Controller and possibly to the Supervisory Authority if the Processor is obliged to do so.

2. The Processor will inform the Controller of every Data Breach that could have an impact on the processing of Personal Data as determined in this Processing Agreement without delay, but in any event within 32 hours after the Processor discovers or becomes aware of a Data Breach.

3. In case of a Data Breach, the Parties will consult immediately to determine which of them will report the Data Breach to the Supervisory Authority. The Parties will cooperate with the Supervisory Authority upon request in the performance of its tasks, acting reasonably and in good faith.

4. The Processor will reasonably cooperate with the Controller in the performance of a risk assessment, causal analysis and the determination of mitigating measures.

5. The Processor will reasonably cooperate with the Controller in the performance of all necessary, corrective measures agreed between the Parties on the basis of the analysis referred to in paragraph 2.

6. The Processor maintains a written register of all Data Breaches and security incidents involving Personal Data that concern or that are related to the performance of the Main Agreement and this Processing Agreement.

Article 9 - Requests from Data Subjects

1. In the event a Data Subject submits a request to exercise his/her statutory rights to the Processor, the Processor will forward the request as soon as possible to the Controller and the Controller will handle the request further. The Processor has the right to notify the Data Subject thereof.

2. The Processor reasonably facilitates the Controller in implementing a request from a Data Subject addressed to the Controller to exercise his/her statutory rights. The Controller must always issue a written instruction in advance to the Processor for this purpose. The Processor

and the Controller will determine further in which format such an assignment will be issued by the Controller to the Processor. If this is the case, the Controller will be responsible for an adequate verification of the identity of the Data Subject before a request is submitted to Processor.

3. In derogation from article 9 paragraph 1, the Processor is authorised to implement a request from a Data Subject on behalf of the Controller, without a prior, written request from the Controller, unless the Parties excluded this expressly in writing in advance. In such cases, Processor informs the Data Subject and the Controller of the handling of such a request. If this is the case, Processor is also responsible for an adequate verification of the identity of the Data Subject before a request is granted.

Article 10 - Audit and requests for information

1. Without prejudice to the other provisions of this Processing Agreement, the Processor will take all reasonable steps to enable the Controller to comply with its obligations under the GDPR or other relevant legislation and regulations with respect to the Controller's Personal Data and the processing thereof, including the right of the Controller to conduct audits and inspections at the Processor for its own account, and it will do so in any event without delay directly after the Processor was informed in writing of the steps to be taken by the Controller.

2. If it is determined during an inspection and/or audit that the Processor does not comply with the provisions of the Processing Agreement, the Processor will reasonably implement all necessary measures to ensure that it complies as yet.

3. The Processor will reasonably cooperate with the Controller in case of a request from the Supervisory Authority or from another competent authority or agency concerning the processing of Personal Data hereunder. If the Processor is required by law and/or upon court order to provide information and/or Personal Data to such an authority or agency, the Processor will do so immediately and inform the Controller thereof. The Processor does not require the Controller's prior approval in such cases.

Article 11 - Liability

1. The Parties are responsible and liable for their own acts and for damage caused by the failure to comply with (a) statutory obligation(s), including but not limited to the GDPR.

2. The Processor shall not be liable for any fines imposed by the Dutch Data Protection Authority, Supervisory Authority and/or from another competent authority, any damage or loss that follows from or is related to the performance of the instructions issued by the Controller based on the Main Agreement or otherwise.

3. In the event Processor could be deemed liable hereunder, the Processor's liability for damage resulting from intent, gross wilful recklessness or an attributable and material default to comply with the Processing Agreement shall at all times be in line with the liability, damage and force majeure clauses in the Main Agreement. If such provisions do not arise from any Main Agreement, Processor’s liability is limited at all times to the sum paid by Processor’s (liability) insurance in connection with the act that caused the damage. If and insofar as Processor's insurance does not pay, Processor's aggregate liability shall be limited at all times to an amount of €5,000 per incident and €10,000 per calendar year in which it provides

the relevant services to the Controller, unless the damage is the result of intent or wilful recklessness on the part of Processor.

Article 12 - Term and termination of the agreement

1. This Processing Agreement is valid for as long as the Processor processes Personal Data on behalf and for the benefit of the Controller and forms part of the Main Agreement between the Processor and the Controller as a result of which Personal Data are processed. This Processing Agreement applies for the term of the abovementioned (Main) Agreement. If there is no such (Main) Agreement in place (anymore), the term of this Processing Agreement will be indefinite subject to a mutual termination notice period of one (1) month against the end of the relevant calendar month.

2. As soon as the (Main) Agreement has ended for any reason whatsoever, this Processing Agreement will end at the same time by operation of law.

3. In case of termination, the Processor will reasonably endeavour to ensure that all Personal Data are transferred to the Controller in a careful manner whereafter the Personal Data are removed unless applicable law and/or regulations (including Union law or Member State law) obliges the Processor to retain the Personal Data.

Article 13 - Applicable law and forum

1. This agreement is exclusively governed by the law agreed in the Main Agreement between the Parties of which this Processing Agreement forms an integral part. Solely the law of the Netherlands applies exclusively in the event the Parties have not reached such written agreement(s).

2. Any and all disputes arising from this Processing Agreement will be submitted exclusively to the competent court designated in the Main Agreement in accordance with article 13.1. If no competent court has been designated in this Main Agreement, the Parties have agreed that any and all disputes are submitted exclusively to the competent district court in Amsterdam, the Netherlands.

Article 14 – Final provisions

1. Changes or amendments to this Processing Agreement are only valid if they have been agreed between the Parties in writing. If and insofar as new statutory provisions in the area of data protection become effective during the contract term, the Parties will reasonably consult in order to adjust the Processing Agreement in line with the statutory requirements that apply at that time.

2. Each Party bears its own share in the costs it incurs within reason and/or on the basis of industrial standards for the formation and implementation of this Processing Agreement.

Annex 1 - Personal data

1. The Processor will process the following Personal Data on the instructions of the Controller:

- Company name
- First & Last name
- E-mail address
- Company address
- VAT number

In addition to the abovementioned Personal Data, the Processor will be allowed to process additional Personal Data insofar as the Controller requests these data on the basis of the Main Agreement.

2. Concerning the following categories of Data Subjects:
Natural persons who are involved in the execution of the Service (and any related services) from the Controller via the AETHERLANE Service.

3. Acts of processing
Data are processed via the AETHERLANE Service for the benefit and on the instructions of the Controller. Data are furthermore made available to the Controller for processing for the purposes the Controller communicated to the data subject in its privacy conditions and/or general terms and conditions. The processing acts consist in any event of transmission, storage and reporting and fraud prevention.

Annex 2 - Sub-processors

AETHERLANE uses various Sub-processors within the context of its Service depending on the services purchased by the Controller and the matters agreed in the Main Agreement.

- Financial partners (payment service providers and payment schemes):
    - Stripe
- Other examples
    - Amazon Web Services
    - Supabase
    - Cloudfare
    - OpenAI
    - Resend