



GENERAL TERMS AND CONDITIONS

From the private company with limited liability Linkedintoreults B.V., also operating under the names 'Linkedintoreults' and 'LI2R', domiciled and holding office at 2011 LG Haarlem, Kruisweg 70.

Article 1 – Definitions

In these General Terms and Conditions the following is understood by:

1. User: the private company with limited liability Linkedintoreults B.V.;
2. Other party: the person or firm that has accepted the validity of these General Terms and conditions by signing an agreement in writing or by other means, more specifically in an electronic manner;
3. Advice: the result of the user's activities;
4. Documents: data carriers in whichever form or shape;
5. Assignment: the agreement between user and the other party
6. Leads: to effect the conversion of the 2nd-line contacts on LinkedIn into 1st-line contacts.

Article 2 – Applicability

1. On each agreement and voucher between user and other party these General

- Terms and Conditions are applicable, unless otherwise agreed upon in writing.
2. The stipulated in the preceding clause will be applicable to (either more specific or additional) agreements and/or vouchers between user and other party in which the applicability of the General Terms and Conditions has not been (explicitly) invoked.
 3. Stipulations deviating from these General Terms and Conditions must be agreed upon in writing and will only be binding for the specific agreement for which the deviations have been agreed upon.
 4. If either one or more of the stipulations in these General Terms and Conditions or the agreements are void or may not be enforced otherwise, the other stipulations will remain in force without prejudice. Parties will, in that instance, do their utmost to come to an agreement about a stipulation that will approach the aim of the void stipulation(s) as closely as possible.
 5. The applicability of any general terms and conditions possibly employed by other party, even if in earlier instances other party has referred to these, is rejected unequivocally, which rejection is, through the acceptance of the applicability of the Linkedintoreults General Terms and Conditions, agreed to by other party.
 6. If one of more stipulations of these General Terms and Conditions and/or of the agreement concluded between parties should come into conflict with imperative law stipulations, laid down or to be laid down by the competent authorities, then these stipulations will be considered to have superseded the General Terms and Conditions' stipulations concerned, respectively the agreement stipulations concerned.
 7. All user's offers, tenders or draft documents are without any obligation, unless otherwise, explicitly and in writing, indicated in the offer, tender or draft.
 8. If not stipulated differently, an agreement with user will not become effective before and as soon as user has either accepted and/or confirmed, explicitly and in writing, and unless user rescinds the offer, tender or draft, immediately after

receipt of the written acceptance and/or confirmation.

Article 3 – The assignment

1. User will execute the activities as agreed upon between user and other party, on the basis of the services delivery agreement and these General Terms and Conditions.
2. If and as soon as any contradiction or indistinctness between the General Terms and Conditions and this services delivery agreement might arise, the stipulations from the services delivery agreement will prevail, followed by these General Terms and Conditions.

Article 4 – Customer/other party obligations.

1. Other party will behave towards user as a good and careful customer.
2. Other party will timely supply, by and/or on behalf of him, information, data, access to (digital) files and all other information and/or cooperation necessary for user to execute the assignment as required, and other party will vouch for the correctness of the information and data supplied by and/or through him. Other party indemnifies user against third party liability in the matter of information and data. Other party will supply the information and documentation or will grant access to these within 24 hours of user's request for them.
3. Other party is obligated to alert user immediately if he has perceived or would have been able to perceive any shortcoming or inaccuracies in the advice or any form of information of user.
4. Without prior consent by user other party is not allowed to transfer its rights and obligations partly or as a whole to a third party.
5. Other party indemnifies user against third party claims that are in any way related to the activities that user is performing for other party.
6. If and as soon as other party is in default regarding its own obligation(s) in regard to this article, user is entitled to suspend its activities and services from that moment onwards and/or effect a (partial) dissolution of the agreement. In both cases the user's right to damages, also encompassing reimbursement of the loss of profit, will remain in full force.

Article 5 – User obligations

1. User is obligated to execute its services and activities to its best knowledge and abilities and as a reasonably competent contractor. On user thus lies the obligation to perform to the best of its abilities. User explicitly does not commit itself to the fact that leads established by the user will actually become other party's clients, customers or otherwise. After establishing the lead, other party and/or its sales employees will need to convert these leads

into customers.

2. The possible involving and/or bringing in of third parties in the execution of the activities will only occur by mutual agreement between user and other party. In that case other party will become the principal for this/these third party(ies) and other party will be bound to fulfil all ensuing obligations, when applicable, and including but not restricted to (social) security, payment of premiums/contributions, compliance to immigration laws and so forth. User will never and in no way be (held) responsible, nor be liable for these obligations and other party will indemnify user against any liability regarding this/these third party(ies).
3. Third parties, brought in on the basis of the previous article will execute their activities for their own account and risk. User does not accept any liability for the activities executed by this/these third party(ies).

Article 6 – Payment

1. In addition to that which has been agreed upon by user and other party in the services delivery agreement regarding payment, the following is stipulated.
2. All cost of judicial and extra juridical measures that user has to take against other party as a consequence of non-performance of other party of its obligations towards user, will be paid by other party. The costs for extra juridical measures will be determined by and based on the Law and the “Besluit normering buitengerechtelijke incassokosten” (Order for standard rates for extra juridical collection costs).
3. If and as soon as other party is in any way in default regarding its obligation(s) towards user, user is entitled to suspend his activities and services from that moment onwards and/or effect a (partial) dissolution of the agreement. In both cases, the user’s right to damages, also encompassing reimbursement of the loss of profit, will remain in full force.

Article 7 – Complaints

Complaints, in any shape, manner of form – also about the services rendered,

the invoice or otherwise – have to be reported to user in writing and mentioning the reasons and nature of the complaint, within 10 working days after other party has discovered or could have discovered any inadequacy, inaccuracy or deficiency or, in the case of invoices, within 10 workings days after the invoice date, in default of which other party has forfeited all claims regarding this complaint.

Article 8 – Liability

1. User is never liable for whatever damage, on any ground whatsoever, except for the case of intention, flagrant culpability from the board of directors or a subordinate of user in a management position. This exclusion of liability applies irrespective of the legal basis for the alleged compensation claim, whether this concerns liable shortcomings, tort, amounts disbursed in error, unjustified enrichment, management of another's affairs or reasonableness and fairness.
2. Without prejudice to that which was stipulated in the preceding clause of this article, any liability of user concerning loss of profit, loss of turnover, damages due to loss of or damage to information/data and/or files or any form of indirect damages or consequential loss, on any ground whatsoever, is explicitly excluded. Likewise any liability by user, without prejudice to the preceding clause of this article, on the ground of any claim based on unjust enrichment or on any other legal basis whatsoever, is excluded.
3. Without prejudice to what has been stipulated in the preceding clauses of this article user is not obligated to comply with or meet with obligations due to rescission after the rescission of the agreement. Other party is not authorized to rescind or destroy the agreement.
4. The other party indemnifies user against third party (including user's employees) claims for damages as a result of unlawful or negligent use of the services rendered to the other party and/or user's activities on any ground whatsoever.
5. User is not liable for the activities and/or services and/or damages, executed or caused by a third party employed with the assignment.
6. If user would be in any way, shape or form liable for any damages, then these damages will be limited to the total amount of the amounts invoiced or charged until the moment the damage was incurred.
7. Without prejudice to what has been stipulated in the preceding clauses any claim of other party on user will expire within one year after the damage (or

start thereof) was incurred.

Article 9 – Force majeure

1. User will not be held to the performance of its obligations if and as soon as a circumstance comes into being that leads to force majeure on the side of the user.
2. Between parties the following is established as force majeure: any technical-, electrical- or other disturbance that results in the occurrence of not being able to execute any digital activities for more than one unbroken hour.
3. With regard to user in particular, but not restricted to that, the possible, illegal and unlawful breach by third parties of her digital data in the broadest sense of the word, with as a possible consequence that confidential information belonging to other party will be acquired by third parties and possibly disclosed, will be regarded as force majeure.
4. With regard to user in particular, but not restricted to that, malfunctioning equipment, government interference, operating trouble or power disturbances, supplier misconduct and illness of one or more of his employees and other personnel brought in by user, will count as force majeure for the user.

Article 10 – Applicable law

1. Dutch law applies to this agreement.
2. All disputes arising from the services delivery agreement and/or these General Terms and Conditions, will be referred to the competent judge of the Noord-Holland court, Haarlem location.