

# General terms and conditions

YouLynq.me B.V. is registered with the Chamber of Commerce under number 81591098.

## Article 1 - Definitions

In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise.

### Service provider:

YouLynq.me B.V., located at Gustav Mahlerplein 28, 1082 MA in Amsterdam;

**Client:** the natural or legal person who enters into an agreement (at a distance) with YouLynq.me. This also refers to the person who negotiates with YouLynq.me, as well as their representative(s), agent(s) and successor(s) in title.

**Party/Parties:** Client and YouLynq.me jointly or as individual contracting Parties.

**Offer:** any offer to Client for the provision of Services by YouLynq.me;

**In Writing:** by post, by e-mail or by any other electronic device;

**Service(s):** the services YouLynq.me offers revolve around personal branding and acquisition by means of increasing, strengthening and using Client's LinkedIn network;

**Assignment:** the execution of the Agreement by YouLynq.me regarding the Services requested and agreed upon by the Client;

**Agreement:** every Written agreement between YouLynq.me and the Client which is aimed at providing the Service(s).

## Article 2 - Applicability

1. These general terms and conditions apply to every Offer of YouLynq.me, every Agreement between YouLynq.me and Client and every Service offered by YouLynq.me.
2. Before a (distance) Agreement is concluded, Client will receive these general conditions. If this is not reasonably possible, YouLynq.me will indicate to the Client in what way the General Conditions can be viewed.
3. Any applicability of (general) terms and conditions of the Client is explicitly rejected.

4. Deviation from these general conditions is not possible. In exceptional situations, deviation from the terms and conditions may occur provided it has been explicitly agreed with YouLynq.me In Writing.
5. These general terms and conditions shall also apply to additional, amended and follow-up assignments from the Client.
6. If one or more provisions of these general terms and conditions are void or voided in part or in full, the other provisions of these general terms and conditions shall remain in effect. Parties shall consult in order to agree on a new provision to replace the void or voided provision, taking into account, as much as possible, the objective and purport of the void or voided provision.
7. Uncertainties about the content, explanation or situations not provided for in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. YouLynq.me has the right to unilaterally modify or supplement these general conditions. In that case YouLynq.me shall inform the Client in a timely manner of the change or addition.
9. There shall be a minimum of 30 (thirty) days between such notification and the entry into force of the amended or supplemented terms and conditions.
10. The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is explicitly excluded.

## Article 3 - The Offer

### YouLynq.me B.V

Gustav Mahlerplein 28, 1082 MA Amsterdam  
+31 20 2617 139 • info@youlynq.me

Grow your Network  
to **Grow your Business**

1. If an Offer has a limited validity period or is made subject to conditions, this will be explicitly stated in the Offer.
2. The Offers of YouLynq.me are without obligation. YouLynq.me is only bound to an Offer, when the Offer is confirmed In Writing by Client within 30 (thirty) days. Nevertheless, YouLynq.me has the right to refuse an Agreement with a (potential) Client for a YouLynq.me valid reason.
3. The Offer contains a description of the Services offered. Any illustrations and data in the Offer are merely indicative and may not constitute grounds for any damages or for dissolution of the Agreement. Each Offer contains such information that it is clear to the Client what rights and obligations are attached to accepting the Offer.
4. Offers, discounts or quotations do not automatically apply to follow-up orders.
5. Any periods mentioned in the offer of YouLynq.me are always indicative and when exceeded do not give the Client the right to dissolution or compensation, unless otherwise expressly agreed.
6. A compound quotation does not oblige YouLynq.me to deliver a part of the Services included in the Offer or quote at a corresponding part of the price.

#### **Article 4 - Conclusion of the Agreement**

1. The Agreement is concluded when Client has accepted a YouLynq.me Offer or quotation In Writing or verbally and the Client has complied with the conditions stated in the Offer or quotation. Client meets the conditions stated in the Offer.
2. If the Client accepts an Offer or quotation by placing an Order with YouLynq.me, YouLynq.me will, if requested, confirm the Order In Writing.
3. Even if Client does not explicitly indicate that it agrees with the quotation, but agrees with the quotation or creates the impression that it agrees with the quotation, or at least does not indicate any Written objections, and YouLynq.me performs work that falls within the description of the Services, the

quotation or estimate in its current form is also considered to have been accepted.

4. YouLynq.me is not bound by an Offer if the Client could reasonably have expected or could be expected to understand that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
5. An Offer is only valid if made In Writing by YouLynq.me to Client unless YouLynq.me agrees otherwise with Client.
6. The Offer, as approved by Parties, is leading for the execution of the Agreement. All proposals herein are based on correct and complete information provided by the Client.

#### **Article 5 - Duration of the Agreement**

1. If and when between Client and YouLynq.me an Agreement is made, the duration of this Agreement is in accordance with what Parties have agreed. The duration of the Agreement is (partly) dependent on external factors including, but not limited to the quality of the information YouLynq.me receives from Client, as well as the cooperation of Client and actually finding projects for Client. The basic principle is that Agreements are entered into for a period of 12 (twelve) months.
2. If the Agreement that has been entered into for a minimum period of 12 (twelve) months is cancelled by the Client, the Client shall owe YouLynq.me an immediately payable cancellation penalty of 3.000 (three thousand) euros. The Client must at all times give 1 (one) calendar month's notice.
3. The Client does not owe YouLynq.me the cancellation penalty, as in the previous paragraph, if (cumulatively):
  - a. Less than 10 (ten) meetings have taken place or are planned after

- the expiry of 3 (three) months, and;
- b. Less than 400 (four hundred) connections have been made in 3 (three) months.
4. Both Client and YouLynq.me can dissolve the Agreement on the grounds of an attributable failure in the fulfillment of the Agreement if the other Party is put in default In Writing, and was given a reasonable period to fulfill its obligations, and has failed accountability in this. These obligations include the payment and cooperation obligations resting with the Client.
  5. The dissolution of the Agreement does not affect the payment obligations of Client insofar as YouLynq.me has already performed work or delivered Services at the time of dissolution. Client must pay the agreed fee.
  6. The Client is entitled to terminate a fixed-term Assignment Agreement prematurely, subject to one calendar month's notice, unless expressly agreed otherwise when the Agreement was entered into. If the Agreement is based on commission, the Client must confirm, upon premature termination, that it does not have a project, or has the prospect of a project that will start within a period of three months. If this is the case, Client owes the commission fee for the duration of the project as agreed in the Agreement. If the Client cancels an Agreement, he is obliged to reimburse YouLynq.me for the actual costs, hours worked and investments made. YouLynq.me reserves the right to demand additional compensation.
  7. The Client and YouLynq.me can terminate the Agreement without further notice In Writing with immediate effect when one of the Parties is in suspension of payment, bankruptcy has been filed, the company concerned is liquidated or when all or part of the property of one of the Parties is seized. If a situation as mentioned above occurs, YouLynq.me is never obliged to refund money already received and/or compensation.

8. In case of an Agreement based on commission and YouLynq.me has found a project for Client or Client itself or through Third Parties has found a project, Parties can agree that Client no longer owes the fixed monthly fee, but only the agreed percentage of the turnover of Client. The Agreement shall remain in force despite the acquisition of a project, unless the Parties explicitly terminate the Agreement.

#### **Article 6 - Execution of Services**

1. YouLynq.me will endeavour to perform the agreed Service with the utmost care as may be expected from a good contractor. YouLynq.me guarantees a professional and competent service. All Services are performed on the basis of an obligation to perform to the best of one's ability, unless a result has been explicitly agreed In Writing and is described in detail.
2. The Services are performed by YouLynq.me in accordance with the order confirmation, taking into account the reasonable wishes of the Client. The confirmation is leading for the content and scope of the Agreement.
3. In the execution of the Services YouLynq.me is not obliged to follow the directions of Client if this changes the content or scope of the agreed Services. If the instructions result in extra work for YouLynq.me, YouLynq.me will inform the Client. YouLynq.me will, with consent of the Client, charge for the additional work, possibly based on a new quotation.
4. YouLynq.me is entitled to use Third Parties for the execution of the Services at its own discretion.
5. Client is required to provide all information requested by YouLynq.me as well as relevant appendices and related information and data before commencement of the work. If Client fails to comprehend this obligation, YouLynq.me may not be able to deliver a complete execution of the Service. This will at all times be at the expense and risk of Client.

6. Client will give YouLynq.me access to all places, Services and accounts under its control that YouLynq.me reasonably needs to provide the Services. In special cases it can be agreed that the Client will place the necessary data or make adjustments to these Services or accounts.
7. YouLynq.me performs the Services and it's work in accordance with sector standards. If any guarantee is given, it is limited to what is explicitly agreed upon In Writing between Parties.
8. The nature of the Service implies that the result is dependent on various external factors that may influence the results of the Service, such as the quality and availability of the ICT environment, necessary software and factors depending on suppliers of YouLynq.me. Client remains responsible for the quality and availability of the aforementioned factors and also for the timely and correct delivery of the required data and information.
9. Any software and other ICT-related resources required for the execution of the Service provided by Client or Third Parties hired by Client shall meet all conditions set by YouLynq.me. Client shall in any case have access to his LinkedIn account. Client shall also provide YouLynq.me access to that account so that YouLynq.me can perform the Services.
10. In connection with possible applicable rules of conduct of Third Parties such as LinkedIn, Client shall in any event refrain from exceeding the prescribed security features, evading or circumventing access control systems, disclosing login data, carrying out DDoS and DOS attacks and distributing spam, viruses, game algorithms and other unwanted messages, using fake profiles, acting contrary to morality and/or public order or in any other way using a false identity, and all other actions that are prohibited by the relevant Third Party and can cause damage to YouLynq.me, the Third Party involved and other persons involved in the process. Such obligations

also apply to employees and Third Parties concerned by Client.

11. Client is prohibited from allowing Third Parties to use the SaaS (software-as-a-service) services provided by YouLynq.me to Client.

#### **Article 7 - Consultancy and advice**

1. YouLynq.me may give advice when so ordered. The content of this advice is not binding and only advisory in nature, but YouLynq.me will observe the duties of care. Client decides on its own responsibility whether to follow the advice given by YouLynq.me. All consequences resulting from following the advice YouLynq.me gave are for the account and risk of the Client.
2. If YouLynq.me performs the activities at the location of Client, Client is required to (reasonably) provide all facilities requested by YouLynq.me. Such facilities include the availability of the workplace, the cooperation of users, the provision of any necessary equipment, the availability of required software and the rights to use such software. If a training cannot take place or is delayed because Client has not met the aforementioned obligations, all consequences are for the account and risk of Client. YouLynq.me is also entitled to give instructions regarding the suitability of the location and facilities before the training begins.
3. Client shall inform YouLynq.me In Writing prior to commencement of the work of all circumstances that are or may be of importance, including any points and priorities for which Client wishes attention.

#### **Article 8 - Projects**

1. YouLynq.me does not guarantee explicit results regarding the acquisition of new clients for Client. YouLynq.me only applies a certain strategy that has produced results in the past. This offers no guarantees for the future. Nor can YouLynq.me make any promises.

2. Parties should determine the specifications and details on the basis of which the Software is set up and possible projects are sought together. YouLynq.me has complete freedom in the selection of potential clients and takes into account the selection criteria of the Client, as well as the work experience and skills of the Client and other relevant factors.
3. In case of deployment of automated software, the software is installed by YouLynq.me and/or a configuration takes place, in which a target group is compiled on behalf of Client. YouLynq.me does not guarantee (at the time of delivery) that the software will function without errors or interruptions. If the software has defects after configuration, Client should report this immediately to YouLynq.me, after which YouLynq.me will do everything possible to correct the defects.
4. If Client has to provide YouLynq.me with content, YouLynq.me can adjust the content provided by Client to improve the content and increase possible opportunities for acquisition.
5. Finding clients as well as adjusting/improving the Client's LinkedIn profile also depends on guidelines, rules and policy of Third Parties, including LinkedIn in particular. The Services are therefore performed with due observance of the limitations set by the Third Parties concerned. This includes blocking the account of Client and/or blocking actions that Client can perform through his account (by YouLynq.me). YouLynq.me cannot be held responsible for such measures beyond its control.
6. YouLynq.me cannot be held liable if it is unable to find the clients requested by Client in time.

## Article 9 - Prices and payment

1. All prices are in principle exclusive of turnover tax (vat). If YouLynq.me performs the Agreement (partially) at the Client's location, additional costs (travel and accommodation expenses

and parking fees) may be charged. This will be discussed with Client beforehand.

2. YouLynq.me performs its Services at the agreed rate. If the duration of the Order extends over several months, YouLynq.me is entitled to invoice the costs of the Agreement in the interim.
3. The Client shall pay a monthly "fixed fee" during the Agreement.
4. In case of an Agreement based on commission and YouLynq.me has directly found a client for Client or if the Client itself or through Third Parties has found a project during the Agreement, Client is due the agreed percentage of the turnover of Client in addition to the monthly fixed fee. The Client is obliged to pay the agreed percentage each month for the duration of the project, unless agreed otherwise. The payment obligation ends as soon as the Client's project ends. The monthly percentage of the commission fee (based on the gross hourly rate) is laid down in the Agreement.
5. In case of an Agreement based on commission, the Client is obliged to pay YouLynq.me a fee for the acquired project from the moment the Client accepts the project, regardless of whether the Client acquired the project itself or through YouLynq.me. The relevant percentages are stated in the Agreement.
6. Parties may agree in special cases that payment shall be made on the basis of no cure no pay. Additional conditions may be attached to this form of payment. These conditions shall be laid down in the Agreement or in a document to be determined.
7. In case of urgency, or YouLynq.me has to perform its work urgently on the instruction of Client, Client is obliged to compensate for the additional costs of the urgency.
8. Parties may agree that Client shall pay an advance. If an advance payment has been agreed, the Client shall pay the remaining amount before the Service is delivered.

9. The Client cannot derive any rights or expectations from an estimate issued in advance, unless the Parties have explicitly agreed otherwise.
10. In case of a periodic payment obligation of Client, YouLynq.me is entitled to adjust the applicable prices and rates (only) in accordance with the conditions of the Agreement In Writing, taking into account a period of at least one month.
11. Clients must pay the invoice within 7 days of the invoice date to the account number and details of YouLynq.me. Only after explicit Written consent of YouLynq.me Parties can agree upon a further term in which the amount due is to be paid.
12. If the payment term of 14 days has passed and the invoice is not paid, YouLynq.me will send a first reminder free of charge. After 28 days YouLynq.me will send a second reminder and charge 10% of the outstanding amount as costs, without prejudice to the right to legal (commercial) interest and compensation for extrajudicial (collection)costs. The costs will be calculated according to the graduated scale in the Decree on the remuneration of extrajudicial collection costs of 1 July 2012. We may then continue to send such reminders until the invoice is paid.
13. YouLynq.me reserves the right to increase its prices annually.
14. YouLynq.me reserves the right to refuse delivery if there is a well-founded fear of non-payment.

#### **Article 10 - Collection policy**

1. If Client does not fulfil its payment obligation and has not complied with it ,within the stipulated payment term, Client shall be in default by operation of law without further notice of default.
2. From the date that Client is in default, YouLynq.me is entitled to the statutory (commercial) interest from the first day of default until full payment, and compensation for extrajudicial collection costs according to article 6:96 BW. (collection)costs. In accordance with article 6:96 BW (Dutch Civil Code) the

extrajudicial collection costs are to be calculated according to the graduated scale from the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.

3. If YouLynq.me has incurred more or higher costs than were reasonably necessary, these costs are eligible for reimbursement. Also the integral judicial and execution costs are for the account of Client.

#### **Article 11 - Additional work and amendments**

1. If during the execution of the Agreement it appears that the Agreement must be amended and/or supplemented, or at the request of the Client further work is necessary to achieve the desired result of the Client, the Client is obliged to pay for this additional work at the agreed rate. YouLynq.me is entitled to request a separate quotation or Agreement. YouLynq.me is not obliged to comply with this request and may require Client to enter into a separate Agreement for this purpose and/or may refer Client to an authorized Third Party.
2. If and insofar a fixed price is agreed for the provision of certain Services, and the performance of those Services leads to additional (emergency) work that cannot reasonably be considered to be included in the fixed price, YouLynq.me is entitled, after consultation with Client, to charge these costs to Client.
3. When additional work or changes are the result of negligence of YouLynq.me, or YouLynq.me made a wrong estimation or could have reasonably foreseen the work, these costs will not be charged to Client.

#### **Article 12 - Completion**

1. The Service is delivered by means of an installation or configuration of the agreed software to the LinkedIn account of Client. If the start, progress or completion of the Services or work is delayed, for example by Client not

supplying all requested information on time, insufficient cooperation, any advance payment is not received on time by YouLynq.me or other circumstances for the account and risk of Client, YouLynq.me has the right to a reasonable extension of the delivery period. In no case are given terms a deadline.

2. All damages and additional costs resulting from a delay as mentioned in paragraph 1 are for the account and risk of Client and will be charged by YouLynq.me to Client.
3. In case of a phased implementation, or Client approval is required, YouLynq.me is entitled to suspend the implementation of the Agreement until the Client has given its approval. Also in case of changes, the delivery can be adjusted and/or changed.
4. YouLynq.me strives to provide the Service within the agreed time period, as far as this can be reasonably expected of it. In case of emergency, Client is required to reimburse YouLynq.me for any additional costs incurred.
5. The nature of the work of YouLynq.me implies that work can only start when all required information is provided by the Client. Client bears the risk and possible (damages) when the required information is not provided on time or not correctly and indemnifies YouLynq.me explicitly for all consequences and possible resulting damage for Client and YouLynq.me.
6. If YouLynq.me incurs a delay during its (provision of) Services, it shall inform the Client thereof In Writing, within a reasonable period after the delay has commenced.
7. If the delay is attributable to Client, Client is obliged to compensate YouLynq.me for the damage caused by the delay.

#### **Article 13 - Transfer of risk**

1. The risk of theft and loss, embezzlement or damage to data, documents, software, data files and/or items used, created or delivered as part of the

performance of the Agreement shall pass to Client at the moment when these are (or have been) actually placed at Client's disposal.

#### **Article 14 - Privacy, data processing and Security**

1. YouLynq.me processes personal data for and on behalf of Client.
2. YouLynq.me will take all appropriate technical and organisational measures to protect personal data against loss or unlawful processing.
3. YouLynq.me will not make any independent decisions regarding the use of the personal data, its disclosure to Third Parties and the duration of storage of the personal data.
4. When YouLynq.me suspects a violation of applicable privacy laws and regulations, YouLynq.me will notify the Client as soon as possible.
5. YouLynq.me will ensure compliance with applicable privacy laws and regulations, including but not limited to the General Data Protection Regulation (AVG).
6. If Client wishes to carry out an assessment of the processing, YouLynq.me shall provide all reasonable cooperation to carry out this assessment in accordance with the applicable laws and regulations.
7. The Client is entitled to have an annual audit carried out at its own expense to check compliance with the provisions of this article.
8. YouLynq.me employees have access to personal data only to the extent necessary to perform their duties.
9. As soon as the Agreement is terminated or expired, YouLynq.me will no longer process and store the personal data, unless otherwise agreed In Writing.
10. YouLynq.me will not provide personal data to Third Parties unless Written permission has been given or YouLynq.me is required to do so by law. YouLynq.me will inform the Client as soon as possible.
11. If a data subject requests YouLynq.me to review, rectify, erase, restrict the

processing or transfer the personal data, YouLynq.me will notify the Client. YouLynq.me will only comply with these requests, if Client has given its consent In Writing.

12. In case of a data breach YouLynq.me shall as soon as possible but no later than within 24 (twenty-four) hours after YouLynq.me became aware of the data breach notify Client In Writing of the data breach. This Written notification shall in any case include the nature of the breach, the number of data subjects, the personal data affected, the identified and expected consequences of the breach, the persons involved and the measures already taken.
13. YouLynq.me will carefully handle the (personal) data of Client and will only use it in accordance with industry standards and as far as required for an effective execution of the Agreement. If requested, YouLynq.me will inform the person concerned. Questions about the processing of personal data and further information can be e-mailed to admin@youlynq.me.
14. Client is at all times responsible for the processing of data using a Service of YouLynq.me. Client also guarantees that the content of the data is not unlawful and does not infringe any rights of Third Parties. Client safeguards YouLynq.me against any (legal) claims related to these data or the execution of the Agreement.
15. If YouLynq.me under the Agreement has to provide security for information, this security shall meet the agreed specifications and a security level that, given the state of the technology, the sensitivity of the data and the associated costs, is not unreasonable.
16. In particular, the Client guarantees that it will comply with the obligations arising for it from the General Data Protection Regulation and the General Data Protection Implementation Act.

#### **Article 15 - Suspension**

1. YouLynq.me has the right to retain data, data files, software and more received or

produced by it if Client has not (completely) met its payment obligations. This right remains unaffected when YouLynq.me has a valid reason to postpone the order.

2. YouLynq.me has the right to suspend the fulfillment of its obligations as soon as the Client is in default with regard to the fulfillment of any obligation resulting from the Agreement, including the late payment of its invoices. The suspension will immediately be confirmed to Client In Writing. YouLynq.me is not liable for any damage, in whatever form, resulting from the suspension of its activities.
3. The Client's right to suspend performance and right of set-off are excluded.

#### **Article 16 - Force majeure**

1. YouLynq.me is not liable when, due to force majeure, it cannot fulfill its obligations under the Agreement.
2. Force majeure on the part of YouLynq.me includes, but is not limited to: (i) force majeure of suppliers of YouLynq.me, (ii) failure to properly fulfill obligations of suppliers prescribed or recommended by Client or its Third Parties to YouLynq.me, (iii) deficiencies in items, machines, raw materials, equipment, software or materials of Client and any Third Party involved in the execution of the Service, (iv) government measures, (v) power failure, (vi) failure of internet, data network and telecommunications facilities (eg through: cyber crime and hacking), (vii) natural disasters and other changing weather conditions (viii) war and terrorist attacks, (ix) general transport problems, (x) illness of YouLynq.me and (xi) other situations which in the opinion of YouLynq.me fall outside its sphere of influence and temporarily or permanently prevent YouLynq.me from fulfilling its obligations.
3. The existence of a force majeure situation is particularly assumed if YouLynq.me is delayed in its work or is somewhat hindered by the fact that Client is blocked on LinkedIn or in any

other way has lost full and unrestricted access to its LinkedIn account temporarily or permanently.

4. If a situation of force majeure lasts longer than two months, the Agreement may be dissolved In Writing by either Party. If any performance has already been carried out pursuant to the Agreement, settlement shall in such case be effected proportionately without any obligation of either Party towards the other.

#### **Article 17 - Limitation of liability**

1. If the performance of Services and/or Assignments due to a culpable failure of YouLynq.me leads to liability of YouLynq.me, the liability is limited to the costs charged in connection with the Order, but with respect to direct damage. Direct damage is understood to mean: reasonable costs incurred to limit or prevent direct damage, to determine the cause of the damage, the direct damage, the liability and the manner of recovery. The liability extends at most over a period of 12 (twelve) months preceding the damage-causing event.
2. YouLynq.me is not liable for consequential loss, indirect loss, trading loss, loss of profits and/or losses, missed savings, damage due to business stagnation, damage due to delay and loss of interest.
3. Client indemnifies YouLynq.me against all claims of Third Parties.
4. The content of the advice given by YouLynq.me is not binding and is only advisory in nature. All consequences resulting from following the advice are for the account and risk of Client.
5. Client decides on its own responsibility whether to follow the advice given and whether or not to accept found projects. Client is free to make his own choices that deviate from the advice given by YouLynq.me.
6. YouLynq.me is explicitly not liable for damage resulting from downloading malicious software and/or data from Client's account and/or using tools/software of Client and causing damage to (the ICT environment of) Client.
7. YouLynq.me is not liable for damages resulting from any act or omission as a result of (incomplete and / or incorrect) information on the website or linked websites.
8. YouLynq.me is not responsible for the proper and complete transmission of the content of emails sent by or on behalf of YouLynq.me, nor for the timely receipt.
9. Client is responsible for the accuracy, completeness and timeliness of the information. YouLynq.me explicitly excludes all liability for (consequential) damage.
10. Client is at all times responsible for observing the rules of conduct set by LinkedIn as can be found on the website of LinkedIn. When not respecting these rules, which causes the YouLynq.me Service to not function properly or is hindered in any way, all damages resulting from this shall be at the expense and risk of Client.
11. YouLynq.me is never responsible for any reaction from Third Parties approached by YouLynq.me on behalf of Client. Nor is YouLynq.me responsible for not being awarded a project as a result of communication from YouLynq.me to these Third Parties.
12. All claims from Client due to shortcomings on the part of YouLynq.me expire if not reported In Writing and motivated to YouLynq.me within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. After one year after the termination of the Agreement between the Parties, the liability of YouLynq.me expires except for intent or gross negligence on YouLynq.me's part.
13. Client indemnifies YouLynq.me for possible claims by Third Parties, who suffer damage in connection with the execution of the Agreement.

#### **Article 18 - Secrecy**

1. YouLynq.me and Client undertake to keep confidential all confidential information obtained in the context of an Agreement. The confidentiality arises from the nature of the information or can reasonably be expected to be confidential.
2. If YouLynq.me by virtue of a statutory provision or a judicial ruling is required to disclose confidential information to a Third Party designated by law or a competent court, and YouLynq.me can not appeal to a right of non-disclosure, YouLynq.me is not liable for damages and is not entitled to dissolve the Agreement. YouLynq.me is not obliged to pay any compensation and Client is not entitled to dissolve the Agreement.
3. YouLynq.me and Client also impose the obligation of confidentiality on any Third Party hired by them.
4. YouLynq.me may use the knowledge gained in the execution of the Agreement for other assignments and/or agreements, provided that no information from the Client becomes available to Third Parties in breach of confidentiality obligations.
5. The obligations under this Article shall survive termination of the Agreement for any reason whatsoever, for as long as the Party providing the information can reasonably claim the information to be confidential.
6. If Client violates the provision(s) of this article, Client is liable to pay YouLynq.me an immediately payable fine of 20.000,- (twenty thousand euro) for each violation, without prejudice to YouLynq.me's other rights, including the right to claim damages.

#### **Article 19 - Intellectual Property Rights**

1. All items, documents, information, drawings, images and the like provided by Client within the framework of the Agreement remain the property of Client. YouLynq.me respects any IP rights and copyrights of Client. Client only obtains the non-exclusive and non-transferable user rights that are expressly granted in these conditions

- and by law. Any other or further right of Client is excluded.
2. All IP-rights and copyrights of YouLynq.me regarding supplied images, texts and other documents rest exclusively with YouLynq.me and are not transferred to Client, unless explicitly agreed otherwise.
3. Client is prohibited from using YouLynq.me's intellectual property rights material other than as agreed in the Agreement.
4. Documents provided by YouLynq.me to Client are exclusively intended to be used by Client. Client is not allowed to publish or reproduce the obtained information in any form whatsoever. This includes editing, selling, making available, distributing and integrating into networks, whether or not after editing, unless such publication and/or reproduction is authorized In Writing by YouLynq.me and/or such publication and/or reproduction arises from the nature of the Agreement.
5. YouLynq.me reserves the right to use the accumulated knowledge from the implementation of the Agreement for other purposes as long as no confidential information is provided to Third Parties.
6. The Parties will inform each other and take joint action in the event of an infringement of IP rights.
7. YouLynq.me has the right to use material from Client, such as logos and reviews on the website and/or social media channels for advertising and promotional purposes of YouLynq.me. Clients may withdraw its consent at any time.
8. Client indemnifies YouLynq.me against claims from Third Parties regarding intellectual property rights.
9. If Client acts contrary to this article, Client is due an immediately payable penalty of three times the stipulated amount for the Agreement, without prejudice to the right of YouLynq.me to compensation.

#### **Article 20 - Safeguarding and correctness of information**

1. The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records it provides to YouLynq.me in the context of an Agreement.
2. If (additional) information is obtained from Third Parties, YouLynq.me is never bound to the accuracy, reliability and completeness of all data, information, documents and/or records.
3. Client indemnifies YouLynq.me from any liability as a result of not fulfilling or not timely fulfilling the obligations in the previous paragraph.
4. Client indemnifies YouLynq.me against claims from Third Parties, including but not limited to intellectual property rights on the data, information and content provided by Client which can be used in the execution of the Agreement and/or acts or omissions of Client towards Third Party (or Third Parties).
5. If Client provides electronic files, software or information carriers to YouLynq.me, Client guarantees that they are free of viruses and defects.
6. Client indemnifies YouLynq.me from claims by Third Parties regarding installation and licenses of the software, except when the claims are the result of information or licenses provided by YouLynq.me.

#### **Article 21 - Complaints**

1. If the Client is not satisfied with the Service or products of YouLynq.me or otherwise has complaints about the execution of his Agreement, the Client is

- obliged to report these complaints as soon as possible, but no later than five working days after the event that led to the complaint. Complaints can be reported via [administratie@youlynq.me](mailto:administratie@youlynq.me) with the subject "Complaint".
2. The complaint must be sufficiently substantiated and/or explained by Client, in order for YouLynq.me to handle the complaint.
3. YouLynq.me will respond to the complaint as soon as possible, but no later than five working days after receipt of the complaint.
4. The Parties will try to reach a solution together.

#### **Article 22 - Transfer**

1. Rights of a Party under this Agreement cannot be transferred without the prior Written consent of the other Party. This provision shall be deemed to be a clause having effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code.

#### **Article 23 - Applicable law**

1. The legal relationship between YouLynq.me and Client is exclusively governed by Dutch law.
2. All disputes arising out of or in connection with the Agreement between YouLynq.me and Client shall be settled by the competent court in Amsterdam, unless mandatory law provisions designate another competent court.