

# GENERAL TERMS AND CONDITIONS OF THE LINQ GROUP B.V.

Established at Danzigerkade 13-2, 1013AP Amsterdam, the Netherlands

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## Chapter 1. General

The provisions set out in this chapter “General” apply to all Agreements with The Linq Group, except in so far as they are deviated from in the other chapters, in which case the provisions of the specific chapters take precedence over the provisions of this chapter “General”.

### Article 1. Definitions

1. In these General Terms and Conditions, the following terms are written with a capital letter and used in the following sense, unless expressly stated otherwise:

**The Linq Group** the other Party to the Agreement with the Client and user of these General Terms and Conditions within the meaning of Section 6:231 (b) of the Dutch Civil Code.

**Client** the natural or legal person who commissions The Linq Group to perform Work and is the other Party to the Agreement within the meaning of Section 6:231 (c) of the Dutch Civil Code.

**Parties** The Linq Group and the Client jointly, and each separately “Party”.

**Agreement** the Agreement between The Linq Group and the Client pursuant to which The Linq Group performs Work for the Client, provides the Client with a License or pursuant to which The Linq Group recruits and selects one or more Workers/Candidates and/or Seconds them.

**Commercial Contract** the commercial contract entered into between the Parties (including the proposal, the order confirmation or the contract) in which, among other things, the Initial Term, the fees, the number of Licenses and, where applicable, the Performance Guarantee and/or the Objective and the associated Guarantee Standard are set out. Where these General Terms and Conditions refer to the “commercial contract”, the same is meant.

**Order** the request by the Client to The Linq Group to perform Work in return for payment.

**Work** all Work performed by The Linq Group within the framework of the Order.

**Platform** The online platform made available by The Linq Group, including but not limited to the web application and any mobile applications, through which the Client and/or Linkers can create Target Groups, provide approvals, review Scheduled Meetings, communicate with The Linq Group, and monitor the progress of the services.

**Commencement Date** the date on which the Agreement commences.

**Target Group** A combination of selected companies and individuals created and shared by the Client and/or a Linker via the Platform, based on which The Linq Group compiles account lists and lead lists and performs its services. The timely creation and sharing of a Target Group via the Platform constitutes an essential part of the services and a condition for the applicability of the Performance Guarantee and the Objective as referred to in Article 22.

**Targeted Account** a company selected by or in consultation with the Client that belongs to the desired target audience.

**Buyer Persona** the profile of a decision-maker or influencer within a Targeted Account.

**Suspect** a qualified Buyer Persona within a Targeted Account.

**Prospect** a contact within the target audience with whom active communication has been started.

**Lead** a Prospect who shows interaction or interest.

**Hot Lead** a Lead with interest in a meeting, or a Lead to whom a proposal to schedule a meeting has been sent.

**Qualified Contact** a Connection or contact that meets the qualification criteria set out in the Commercial Contract and is recorded as such in the Platform and/or the Client’s CRM.

**License** the user license granted by The Linq Group to the Client for the duration of the Agreement and which license may be assigned by the Client to a specific Linker.

**Scheduled Meeting** A meeting scheduled by The Linq Group in the calendar of the Client or an assigned Linker with a prospect that has been approved in advance by the Client.

**Linker** the natural person, usually an employee of the Client, to whom the Client has assigned a License.

**Connections** the LinkedIn connections of a Linker.

**Performance Guarantee** the obligation of best efforts designated as such (“Guaranteed”) in the Commercial Contract, whereby The Linq Group undertakes to use its best efforts to realize the agreed Guarantee Standard, subject to the conditions of Article 22. The Performance Guarantee expressly does not qualify as an obligation of result, a result guarantee or a revenue guarantee.

**Objective** the obligation of best efforts designated as such (“Target”) in the Commercial Contract, whereby The Linq Group undertakes to use its best efforts to realize the agreed Guarantee Standard, subject to the conditions of Article 22. The Objective expressly does not qualify as an obligation of result, a result guarantee or a revenue guarantee and does not give a right to the free continuation of services referred to in Article 22.

**Guarantee Standard** the Unit and quantities set out in the Commercial Contract to which the Performance Guarantee and/or the Objective relate, measured over the period stated in the Commercial Contract.

**Unit** the unit of measurement of the Guarantee Standard chosen in the Commercial Contract, such as the number of Scheduled Meetings, the number of new Connections, the number of Qualified Contacts or any other expressly agreed unit.

2. In these General Terms and Conditions, “in writing”/“written” includes communication by email, fax or digitally (e.g. through an online interface such as the Platform) provided that the identity of the sender and integrity of the content is sufficiently established.

## **Article 2. Applicability**

1. These General Terms and Conditions apply to all offers, quotations, Agreements and Work of The Linq Group, of whatever nature, as well as to the conclusion thereof, unless the applicability of these General Terms and Conditions has been expressly excluded In Writing or has been explicitly agreed otherwise.
2. Any general terms and conditions of the Client, however named, are expressly rejected. Deviations from and additions to these general terms and conditions only apply if and in so far as they have been expressly accepted In Writing by The Linq Group.
3. If The Linq Group allows deviations from these General Terms and Conditions for a short or longer period of time, tacitly or otherwise, this does not affect its right to demand direct and strict compliance with these General Terms and Conditions. The Client cannot derive any rights from the way in which The Linq Group applies these General Terms and Conditions.
4. These General Terms and Conditions also apply to all Agreements with The Linq Group for the execution of which The Linq Group engages third parties. These third parties may invoke these General Terms and Conditions directly, including any limitations of liability.
5. If one or more of the provisions of these General Terms and Conditions or any other Agreement with The Linq Group should be in conflict with a mandatory provision of law or any applicable legal provision, the provision in question will lapse and a new, legally permissible and comparable provision to be adopted by The Linq Group will replace the provision in question.
6. The Client with whom the present General Terms and Conditions have been contracted is deemed to tacitly agree to the applicability of these General Terms and Conditions to an Agreement entered into with The Linq Group at a later date.
7. In the event of a conflict between the content of an Agreement entered into between the Client and The Linq Group and these General Terms and Conditions, the content of the Agreement will prevail.
8. The Linq Group reserves the right to amend these General Terms and Conditions at any time. The Linq Group will send the amended General Terms and Conditions to the Client in good time.
9. The General Terms and Conditions are always attached to the contract in the Platform for the Client to download. These are the Terms and Conditions that apply during the contract period. If The Linq Group changes the Terms and Conditions, such changes will be communicated and will only take effect in the next contract period.

## **Article 3. Offers and quotations**

1. All offers and quotations from The Linq Group are revocable and are made without obligation, unless indicated otherwise In Writing.
2. The Client guarantees the accuracy and completeness of the requirements, specifications and other information and data on which The Linq Group bases its offer.
3. A compound quotation does not oblige The Linq Group to provide part of the services included in the offer or quotation for a corresponding part of the price indicated.
4. The content of the Assignment is exclusively determined by the description of the Assignment given in the quotation and assignment confirmation. If the acceptance deviates (on minor points) from the offer included in the quotation, The Linq Group is not bound by it. The Agreement will not be concluded in accordance with this deviating acceptance, unless The Linq Group indicates otherwise.
5. Obvious errors or mistakes in The Linq Group offer are not binding on The Linq Group.

6. The prices in The Linq Group's offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Assignment, including travel, accommodation, shipping and administration costs, unless indicated otherwise.
7. The Linq Group will share a quote for approval before executing requested additional services that fall outside the agreed-upon executive services in the order confirmation.
8. Our additional services and their pricing are listed on: <https://linq.group/s-p-li/>

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

1. Subject to the provisions below, an Agreement with The Linq Group is only concluded after the Client has agreed to The Linq Group offer In Writing. The assignment confirmation is deemed to represent the Agreement correctly and in full unless the Client objects against it immediately and In Writing.
2. Any additional agreements or amendments made at a later date are only binding on The Linq Group if they have been confirmed In Writing by The Linq Group.
3. For Agreements, Work or transactions for which, due to their nature and scope, no Written offer or assignment confirmation is sent, the invoice is deemed to accurately and fully reflect the Agreement, unless objections are made In Writing within 7 working days of the invoice date.
4. Each Agreement is entered into by The Linq Group under the suspensive condition that The Linq Group is authorized to check the creditworthiness of the Client in connection with the financial compliance with the Agreement. If The Linq Group believes, on reasonable grounds, that the Client is not (sufficiently) creditworthy, The Linq Group is entitled to temporarily suspend its obligations. In the event of such a suspension, The Linq Group will immediately notify the Client In Writing and offer the Client the opportunity to provide security.
5. The onboarding of a new client will take place after signing the agreement. Before the start of campaigns, the client must have made an initial payment.

#### **Article 5. Duration and Renewal of Auto-Renewing Contracts**

1. **Initial Term.** The Agreement is entered into for an initial fixed term as agreed in the Commercial Contract (the "Initial Term").
2. **Automatic Renewal.** At the end of the Initial Term, the Agreement will automatically renew for successive periods equal to the Initial Term minus the onboarding month, unless either Party gives written notice of termination no later than one (1) month prior to the end of the Initial Term or any subsequent Renewal Term. If the Client does not terminate in time, the Agreement will be automatically renewed and the Client remains obliged to pay the agreed fees for the renewed period.
3. **Contract Management via the Platform.** If the user has an 'admin' or 'finance-admin' role, the Client can manage the contract and the renewal or termination options via the Platform. Any terminations or changes made through the Platform are deemed to have been made in writing. Each client always has at least one user with an admin role.
4. **Termination by Mutual Consent.** Notwithstanding the above, the Agreement may be terminated at any time during the Initial Term or any Renewal Term with the mutual written consent of both Parties.
5. **Rights and Obligations After Termination.** Upon termination, all outstanding fees or charges up to the termination date shall remain payable by the Client. The Linq Group will immediately cease all services unless otherwise agreed. If there is an outstanding balance of the Guarantee Standard, The Linq Group will continue to provide services until this balance is fulfilled, provided that it concerns a Performance Guarantee and the guarantee conditions (see Article 22) are met.
6. **Early Termination Without Valid Cause.** If the Client wishes to terminate the Agreement before the end of the agreed term without valid cause, such as a failure by The Linq Group to meet its contractual obligations, the Client remains obliged to pay the full remaining balance of the Agreement. No refunds or reductions will be granted unless otherwise agreed in writing.
7. **Outstanding Balance.** If, upon termination or renewal of the Agreement, there is an outstanding balance of the Guarantee Standard that has not yet been realized in accordance with the

Commercial Contract, The Linq Group shall continue to provide its services until such balance has been fulfilled, provided that it concerns a Performance Guarantee and the conditions for the Performance Guarantee as set out in Article 22 are met.

8. **Reference to Performance Guarantee and Objective.** Any rights relating to the Performance Guarantee, the Objective, the Guarantee Standard, balances or continuation of services shall be governed exclusively by Article 22 of these General Terms and Conditions.

### **Article 6. Execution of the Agreement**

1. The Linq Group will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. This obligation has the character of an obligation to perform to the best of one's abilities, unless agreed otherwise In Writing.
2. The Client cannot derive any rights from advice and information that they receive from The Linq Group in so far as these do not relate to the Assignment.
3. If and to the extent that The Linq Group believes that the proper performance of the Agreement requires this, The Linq Group has the right to have certain Work performed by third parties.
4. If it has been agreed that the Agreement will be performed in phases, The Linq Group is entitled to suspend the performance of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase In Writing.

### **Article 7. Delivery and deadlines**

1. Any terms or timeframes stated by The Linq Group for the performance of the Agreement or parts thereof are indicative only and shall expressly not qualify as strict or fatal deadlines within the meaning of Section 6:83 of the Dutch Civil Code.
2. Exceeding an indicative term shall never constitute a breach of contract and shall not entitle the Client to dissolution, suspension, damages, price reduction, or restitution.
3. The services provided by The Linq Group are exclusively aimed at delivering the agreed Guarantee Standard, including the scheduling of introductory meetings with prospects pre-approved by the Client. Any revenue, returns, or other commercial results arising therefrom do not form part of The Linq Group's obligations and can never be regarded as a delivery obligation, performance outcome or revenue guarantee.
4. The Client shall forfeit the right to place The Linq Group in default if The Linq Group is unable to meet its obligations due to circumstances attributable to the Client, including but not limited to failure to provide timely cooperation, approvals, access to accounts, or timely payment.
5. To the extent that these General Terms and Conditions or the Agreement refer to any Performance Guarantee, Objective or committed quantities, such matters shall be governed exclusively by Article 22, which constitutes an exhaustive arrangement.

### **Article 8. Amendment to the Agreement**

1. If, during the execution of the Agreement, it appears that for a proper execution it is necessary to change or supplement the Work to be performed, the Parties, at the initiative of The Linq Group, will adjust the Agreement accordingly in good time and in mutual consultation.
2. If the Parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the performance. The Linq Group will inform the Client of this as soon as possible.
3. If the amendment or supplement to the Agreement has financial or qualitative consequences, The Linq Group will inform the Client of this in advance.
4. If a fixed rate has been agreed, The Linq Group will indicate to what extent the amendment or supplement to the Agreement results in this fixed rate being exceeded.
5. Contrary to this provision, The Linq Group will not be able to charge additional costs if the amendment or supplement is the result of circumstances that can be attributed to The Linq Group.

### **Article 9. Price changes for Renewals**

1. The Linq Group reserves the right to adjust pricing for services applicable to any Renewal Term. Such changes will be communicated to the Client at least thirty (30) days before the end of the current term. If the Client does not agree with the adjusted pricing, the Client may terminate the Agreement by providing written notice no later than one (1) month before the start of the Renewal Term.

#### **Article 10. Invoicing and payment**

1. Unless explicitly agreed otherwise, invoicing will primarily take place via Stripe. License fees are, in principle, payable monthly in advance by means of direct debit from the account number provided by the Client.
2. The Client will receive an email notification as soon as a new invoice is available. Invoices can be viewed and downloaded by the Client via the Platform.
3. The Client may, in consultation with The Linq Group, choose to pay invoices manually on a quarterly or half year basis (prepayment of three or six months). This option must be confirmed in writing or via the Platform.
4. Payment of invoices must be made within fourteen (14) days of the invoice date, in a manner indicated by The Linq Group. After expiry of the agreed payment term, the Client will be in default by operation of law without further notice of default being required.
5. From the moment the Client is in default, interest of 1.5% per month will be due on the outstanding invoice amount excluding VAT, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate will apply. All judicial and extrajudicial costs incurred by The Linq Group to obtain payment, both in and out of court, will be borne by the Client from that moment onwards. In such case, the Client will owe compensation of at least fifteen percent (15%) of the outstanding amount, with a minimum of € 250. If the actual costs incurred or to be incurred by The Linq Group exceed this amount, they will also be eligible for reimbursement.
6. If the Client has not fulfilled its payment obligations on time, The Linq Group is entitled to suspend the performance of its obligations towards the Client in connection with the execution of the Work until payment has been made or adequate security has been provided. The same applies even before the Client is in default if The Linq Group has reasonable grounds to doubt the Client's creditworthiness.
7. In the event of liquidation, bankruptcy, debt restructuring, or suspension of payments of the Client, or an application for any of these, all claims of The Linq Group and all obligations of the Client towards The Linq Group will become immediately due and payable.
8. If the Client has one or more counterclaims against The Linq Group for any reason whatsoever, the Client waives the right to set-off. This waiver also applies if the Client applies for (provisional) suspension of payments or is declared bankrupt.
9. From the moment the Client is in default, any rights to the Performance Guarantee and the Objective as set out in Article 22, including the related free continuation of services as referred to in Article 5 and Article 22, will be canceled.

#### **Article 11. Suspension and dissolution**

1. If the Client fails to fulfill their obligations under the Agreement, The Linq Group is entitled to dissolve the Agreement by means of a registered letter out of court, without prejudice to the provisions of the Agreement. Dissolution will not take place until the Client has been given Written notice of default and a reasonable period of time has been granted to remedy the breach.
2. Furthermore, The Linq Group is entitled, without any reminder or notice of default being required, to dissolve the Agreement in whole or in part by means of a registered letter extrajudicially and with immediate effect if:
  - a) the Client applies for (provisional) suspension of payments or the Client is granted (provisional) suspension of payments;
  - b) the Client applies for their own bankruptcy or is declared bankrupt;

- c) the Client submits a request for (statutory) debt restructuring or debt assistance or if any statutory provision concerning debt restructuring or debt assistance applies to the Client;
  - d) the Client's company is liquidated;
  - e) an important part of the Client's business is taken over;
  - f) the Client ceases their current company;
  - g) a substantial part of the Client's assets is seized through no fault of The Linq Group, or if the Client should otherwise no longer be able to fulfill the obligations arising from the Agreement.
3. The Client only has the authority to suspend or dissolve the Agreement with The Linq Group in so far as this authority arises from the law. If, at the time of dissolution, the Client had already received performance of the Agreement, they can only dissolve the Agreement in part and only for that part that has not yet been performed by or on behalf of The Linq Group.
  4. Amounts that The Linq Group has invoiced to the Client prior to dissolution in connection with what The Linq Group has already performed in execution of the Agreement remain due by the Client to The Linq Group and become immediately due and payable at the time of dissolution.
  5. If the Client, after being declared in default, does not fulfill any obligation arising from the Agreement, or does not fulfill it fully or on time, The Linq Group is entitled to suspend its obligations to the Client, without being liable to pay any compensation to the Client. The Linq Group is also entitled to do so in the circumstances referred to in paragraph 2 of this Article.

## **Article 12. Liability**

1. If The Linq Group is liable for damage, then that liability is limited to compensation for direct damage and to a maximum of the compensation actually paid out in that specific case by the insurer of The Linq Group. If the insurer does not pay out any compensation, the liability of The Linq Group is limited to compensation for direct damage and up to a maximum of the invoice amount of the Agreement, at least that part of the Agreement to which the liability relates. In the case of Agreements with a lead time of more than 6 months, the liability of The Linq Group is further limited to the invoice amounts charged by The Linq Group to the Client in the last 6 months prior to the occurrence of the damage. Direct damage is understood exclusively:
  - a) the reasonable costs of determining the cause and extent of the damage, in so far as the determination relates to damage within the meaning of these General Terms and Conditions;
  - b) any reasonable costs incurred to ensure that The Linq Group's faulty performance conform to the Agreement, unless these cannot be attributed to The Linq Group;
  - c) reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have led to a limitation of the direct damage as referred to in these General Terms and Conditions.
2. The Linq Group is never liable for personal injury, loss of profit, missed savings, damage due to business stagnation and damage as a result of fines imposed for failure to meet delivery dates. Furthermore, The Linq Group is not liable for damage, of any nature or in any form whatsoever, because it has relied on incorrect or incomplete information or data provided by the Client.
3. The Linq Group's liability for the conduct of auxiliary persons is excluded.
4. The Linq Group archives digital and other files. Should files become damaged, lost or no longer available or usable for any other reason, The Linq Group is not liable for the damage resulting from this.
5. The limitations of liability for direct damage included in these General Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of The Linq Group.

## **Article 13. Limitation period**

Any form of liability on the part of The Linq Group shall lapse one (1) year after the Work has been performed, the Assignment has been completed, or the deliveries have been made. In the case of ongoing or continuing Agreements, this limitation period shall commence on the date of termination of the Agreement.

## **Article 14. Indemnification**

The Client indemnifies The Linq Group against any claims by third parties who suffer damage in connection with the performance of the Agreement and the cause of which is attributable to the Client, including claims by employees of the Client to whom a License has been granted by the Client. If The Linq Group is sued by third parties for such claims, the Client is obliged to assist The Linq Group both in and out of court and to immediately do everything that can be expected of them in that case. If the Client fails to take adequate measures, The Linq Group is entitled, without notice of default, to do so itself. All costs and damages incurred by The Linq Group and third parties as a result are entirely at the expense and risk of the Client.

## **Article 15. Intellectual property**

1. Without prejudice to the other provisions of these General Terms and Conditions, The Linq Group reserves all intellectual and industrial property rights that may arise from or rest on the Work, as well as any powers that The Linq Group may have under the law.
2. All works that may be provided by The Linq Group are exclusively intended to be used by the Client within their own organization and may not be reproduced, made public or made known to third parties by the Client without the prior consent of The Linq Group, unless the nature of the works dictates otherwise.

## **Article 16. Confidentiality**

1. Both Parties are obliged to keep confidential all confidential information that they have obtained from each other or from another source within the framework of their Agreement. Information will be deemed to be confidential if this has been communicated by one of the Parties or if this arises from the nature of the information.
2. If, based on a statutory provision or a judicial decision, The Linq Group is obliged to disclose confidential information to third parties designated by law or the competent court, and The Linq Group cannot invoke a legal right of disclosure or a recognized or permitted right of disclosure by the competent court, The Linq Group is not obliged to pay damages or compensation and the other party is not entitled to dissolve the Agreement on the grounds of any damage caused by this.
3. The Linq Group reserves the right to use any knowledge gained through the execution of the Work for other purposes, as long as no confidential information is brought to the attention of third parties.

## **Article 17. Force majeure**

1. The Parties will not be obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance for which they are not to blame, and which is not for their account by virtue of the law, a legal act or generally accepted views.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, over which The Linq Group has no influence, but which prevent The Linq Group from fulfilling its obligations. This includes strikes in the company of The Linq Group.
3. The Linq Group also has the right to invoke force majeure if the circumstance that prevents (further) compliance occurs after The Linq Group should have complied with its obligation.
4. The Parties may suspend the obligations arising from the Agreement during the period that the force majeure continues. If this period lasts longer than 2 months, each of the Parties is entitled to dissolve the Agreement, without any obligation to pay damages to the other Party.
5. For as much as The Linq Group has already partially fulfilled its obligations under the Agreement or will be able to fulfill them at the time of the force majeure, and the part already fulfilled or still to be fulfilled is of independent value, The Linq Group is entitled to invoice the part already fulfilled or still to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

## **Article 18. Applicable law, interpretation of the General Terms and Conditions and Choice of Forum**

1. All Agreements entered into and to be entered into by The Linq Group are governed by Dutch law.
2. In the event of an interpretation of the contents and purport of these General Terms and Conditions, as well as in the event of a conflict between the contents or interpretation of any translations of these General Terms and Conditions and the Dutch version, the Dutch text will always prevail.
3. All disputes, including those that are only considered as such by one of the Parties, that arise as a result of an Agreement to which the present General Terms and Conditions apply in whole or in part, or as a result of other Agreements that are a result of such an Agreement, will be settled by the competent Court in the district where The Linq Group has its registered office, unless a mandatory provision of the law opposes this. This does not affect the fact that The Linq Group may agree with the Client to have the dispute settled by means of independent arbitration.

## **Chapter 2. Lead Generation**

The provisions set out in this chapter apply, in addition to the general provisions (Chapter 1. General) of these General Terms and Conditions, to all Agreements concluded by The Linq Group in so far as this relates to Lead Generation.

### **Article 19. Onboarding**

1. Before The Linq Group carries out the Work, the Client will be guided through our onboarding process. During this onboarding, The Linq Group will explain its Work and explain to the Linkers how Connections will be approached by The Linq Group.
2. During the onboarding, The Linq Group will carry out a check. The Linq Group will check whether:
  - a) a Sales Navigator-License is available per Linker;
  - b) the Linker has approved the list of Connections to be assigned by The Linq Group; and whether
  - c) the Linker and the Client have agreed to the communication strategy as proposed by The Linq Group.

### **Article 20. Licenses**

1. The Client will have access to their own admin account within the Platform. Via the Platform, the Client can independently assign (link) Licenses to certain Linkers or new Linkers.
2. In the Agreement, the Parties agree on the number of Linkers for which the Agreement is entered into. The Client must conclude a License for each Linker. These Licenses are transferable under certain conditions. This means that the Client may use a License for another person within the Client's organization, for example if an employee leaves the organization.
3. Whenever the Client assigns a License to another person within the organization during the term of the Agreement, a new onboarding session must be conducted for this person. The costs for this can be found on the following page: <https://linq.group/s-p-li/>
4. If a License is transferred to another employee, the Guarantee Standard will be reduced in accordance with Article 22 paragraph 12. This is because starting a campaign for a new Linker requires time. Additional costs also apply to transferring a Linker license.
5. The number of Licenses cannot be reduced during the term of the Agreement. However, it is possible to purchase additional Licenses. If the Client wishes to purchase additional Licenses, the Client can request this in the 'Contract management' tab in the Platform.

### **Article 21. Cooperation by the Client**

1. **Active Participation and Timely Approvals.**
  - The Client shall ensure that all cooperation, information, and data that The Linq Group reasonably requires to execute the Agreement are provided in a timely, complete, and accurate manner.

- The Client is required to approve account lists, Target Groups, lead lists, communication strategies, and other key deliverables within one (1) week of their delivery. If the Client does not provide timely approvals, The Linq Group cannot be held responsible for any resulting delays or performance setbacks.
2. **Meeting Attendance and Scheduling.**
    - The Client agrees to attend scheduled meetings relevant to their campaign(s) and strategy.
    - If a meeting is missed or rescheduled twice in a row, The Linq Group cannot be held accountable for performance setbacks resulting from missed opportunities, lack of strategic alignment, or delays in execution.
  3. **Provision of Necessary Licenses and Access.**
    - The Client must ensure that the necessary LinkedIn Sales Navigator Licenses and any required login details are provided before the start of the engagement.
    - If The Linq Group does not receive access to the necessary tools, accounts, or platforms in a timely manner, The Linq Group retains the right to suspend its obligations until such access is granted, without the Client being entitled to any refund, postponement of the contract term, or suspension of payment obligations.
  4. **Non-Collaboration and Payment Obligation.**
    - If the Client does not actively participate, attend meetings, or provide timely approvals, this does not release them from their financial obligations.
    - The Client remains fully responsible for paying the full agreed-upon fees, even if delays or inefficiencies arise due to their lack of collaboration.
  5. All communication related to the services will primarily take place via the Platform. The Client may use the built-in chat function for this purpose. If communication takes place via other channels, The Linq Group cannot be held responsible for missed or delayed information transfer.

## Article 22. Performance Guarantee and Objective

1. **Applicability and nature.** Whether a Performance Guarantee and/or an Objective applies to an Agreement, as well as the associated Guarantee Standard (the Unit and the quantities) and the period over which it is measured, is determined exclusively in the Commercial Contract. If the Commercial Contract does not specify a Performance Guarantee and/or Objective, none applies. Both the Performance Guarantee and the Objective constitute an obligation of best efforts and expressly do not qualify as an obligation of result, a result guarantee or a revenue guarantee. The Linq Group solely undertakes to use its best efforts to realize the Guarantee Standard, subject to the conditions of this Article.
2. **Unit and measurement.** The Guarantee Standard is expressed in the Unit chosen in the Commercial Contract. Only the Unit and quantities designated as “Guaranteed” in the Commercial Contract constitute the Performance Guarantee; the Unit and quantities designated as “Target” constitute an Objective. Any other figures mentioned in the proposal or the Commercial Contract, including expected conversions, revenue or returns, are indicative, based on averages, and not binding on The Linq Group.
3. **Guarantee conditions.** The Performance Guarantee and the Objective apply exclusively if the Client, throughout the entire term, fully and timely complies with all obligations under the Agreement and these General Terms and Conditions, including but not limited to:
  - a) the timely creation and sharing of a Target Group, if requested by an employee of The Linq Group, no later than seven (7) calendar days after the request has been shared via email, Platform notification and/or chat message on the Platform;
  - b) timely approval of account lists, lead lists, Connection lists and communication strategies, no later than seven (7) calendar days after the request has been shared; the date and time on which the request is sent by The Linq Group are logged and stored within the Platform;
  - c) providing full and timely access to the required LinkedIn accounts, Sales Navigator Licenses and tools;
  - d) active participation in alignment meetings and scheduled meetings;
  - e) refraining from making unilateral changes to the outreach and scheduling process;

f) timely and full payment of all amounts due.

Failure to comply with these conditions shall cause the Performance Guarantee and the Objective to lapse automatically, as well as the related consequences such as the free continuation of services referred to in paragraphs 8 and 9.

4. **No fatal deadlines.** The Guarantee Standard and any related timelines expressly do not qualify as fatal deadlines within the meaning of Section 6:83 of the Dutch Civil Code. Exceeding any timeline shall never constitute a breach.
5. **Registration and review of delivered Units.** The Linq Group registers the delivered Units in the Platform. Insofar as the Unit requires review by the Client, including a Scheduled Meeting, the Client and/or Linker must review each delivered Unit via the Platform no later than seven (7) calendar days after the date on which it is indicated in the Platform as delivered, and must indicate whether it actually occurred correctly.
6. **Irrevocability after the period.** If no review or notification is submitted within the period referred to in paragraph 5, the relevant Unit shall be irrevocably deemed to have been delivered correctly and shall count in full towards the Guarantee Standard and any applicable meeting credits. After expiry of this period, delivered Units can no longer be disputed, corrected or deducted.
7. **Process control.** The Linq Group shall retain full control over the outreach and scheduling process throughout the term of the Agreement, including the scheduling of meetings in the calendar of the Client or the assigned Linker. If the Client or Linker independently interferes with or modifies this process, including by approaching or scheduling meetings themselves with prospects forming part of the campaign, the Performance Guarantee and the Objective shall lapse automatically.
8. **Consequence if not achieved during the term.** If the Guarantee Standard has not been fully realized at the end of a contract term and the conditions of this Article have been met, the Client shall solely be entitled to the continuation of services by The Linq Group until the remaining part of the Guarantee Standard has been delivered. In that case the Client shall not be entitled to dissolution of the Agreement, suspension of payment obligations, refunds or any other form of compensation. This continuation applies exclusively to a Performance Guarantee and not to an Objective.
9. **Consequence upon termination (pro rata).** Upon termination of the Agreement, The Linq Group shall calculate, on a pro rata basis under the Commercial Contract, the part of the Guarantee Standard the Client should have received up to the moment of termination. If the total number of delivered Units on the termination date is lower than this pro rata amount, The Linq Group shall, provided the guarantee conditions of this Article have been met and provided it concerns a Performance Guarantee, continue its services free of charge until the remaining part of the Guarantee Standard has been delivered. This does not apply to an Objective.
  - a) Example: if 40 Units per year have been agreed and the Agreement ends after two (2) years with 70 Units delivered, The Linq Group shall continue its services until a total of 80 Units has been delivered.
10. **Consequence upon renewal.** If the Agreement is renewed automatically or otherwise, any outstanding balance of the Guarantee Standard shall be carried forward to the subsequent contract term. Units delivered during a renewal term shall first be applied to this outstanding balance before counting towards a new guarantee period.
11. **Consequence in the event of default and suspension.** If the Client is in default in the performance of its (payment) obligations, or if The Linq Group suspends its obligations on reasonable grounds, the Performance Guarantee and the Objective shall be suspended. If the default continues or the guarantee conditions are not complied with in time after all, the Performance Guarantee and the Objective shall lapse automatically, in accordance with Article 10 paragraph 9. Rights to free continuation of services that have already lapsed shall not revive.
12. **Transfer of a License (Seat).** If, during the term of the Agreement, a License (Seat) is transferred to another employee or Linker, the Guarantee Standard shall be reduced by the number of Units per reassignment stated in the Commercial Contract or on the price list (<https://linq.group/s-p-li/>). In the absence of such a statement, the reduction shall be five (5) Units per reassignment. This adjustment is made due to the time and effort involved in onboarding and restarting the campaign.

13. **Exclusive arrangement.** This Article constitutes an exhaustive arrangement with respect to the Performance Guarantee and the Objective. Insofar as the Agreement or these General Terms and Conditions refer elsewhere to a performance guarantee, guaranteed numbers, a balance of meetings or comparable terms, these shall be deemed to refer to the Guarantee Standard and the arrangement of this Article.

### **Article 23. Account details**

1. In order to execute the Agreement, The Linq Group must have access to the LinkedIn Profiles of the Linkers to whom the Client has assigned the Licenses. To this end, the Linker must provide The Linq Group with their login details via the online platform of The Linq Group. In doing so, the Linker must agree to the Privacy Statement of The Linq Group, which describes how The Linq Group processes the Personal Data of the Linker.
2. The Client cannot force or oblige their employee(s) to provide their LinkedIn login data. The provision of LinkedIn login data by the Linker is therefore always on a voluntary basis.
3. If the cooperation and login details required for the performance of the Agreement are not provided to The Linq Group in a timely manner, The Linq Group has the right to suspend the performance of the Agreement and/or charge the Client the usual fees.

### **Article 24. Approaching Connections**

1. The Linq Group does not start conversations with Connections on behalf of the Linker unless the Linker has given The Linq Group permission to do so.
2. Automatic initial reach out: The Linq Group uses automated processes to send connection requests and pre-approved follow-up messages to approved Connections. When a Connection responds, the conversation will be continued manually by The Linq Group.
3. Based on the objectives and specifications agreed between the Parties, The Linq Group will compile a list of Connections for each Linker that The Linq Group wishes to approach. The Linq Group will submit this list to the Linker. The Linker must then give permission for approaching the Connections in question.
4. If the Linker does not give permission for certain Connections to be approached, The Linq Group will replace the rejected Connections with other Connections. These new Connections will also be submitted by The Linq Group to the Linker for approval before The Linq Group approaches these Connections.
5. If the Linker rejects certain Connections proposed by The Linq Group during a second proposal, the number of Connections to be approached by The Linq Group will be adjusted pro rata (downwards), without The Linq Group being in default as a result. Insofar as the Guarantee Standard is expressed wholly or partly in the Unit of Connections or a Unit derived therefrom, the Guarantee Standard shall in that case also be adjusted pro rata (downwards). In that case, the Client will continue to owe The Linq Group the fully agreed fee.

### **Article 25. Confidentiality of private conversations**

1. The Linq Group will exercise the utmost care when using the LinkedIn account of the Linker. Nevertheless, it cannot be ruled out that The Linq Group may see (parts of) the Linker's private conversations when opening the Linker's LinkedIn account.
2. The Linq Group guarantees the confidentiality of the Linker's private conversations on LinkedIn. This means that the content of private conversations made by the Linker on LinkedIn are not processed or stored by The Linq Group in any way whatsoever, or provided or disclosed to the Client, with the exception of conversations continued by the Linker after The Linq Group has started a conversation with these Connections. To this end, The Linq Group concludes a Confidentiality Agreement with the Linker in which this confidentiality is recorded.

### **Article 26. Processing and analyzing conversations**

1. Conversations held by The Linq Group via the LinkedIn account of the Linker are processed manually by The Linq Group in accordance with the Privacy Policy of LinkedIn. Conversations are not stored or processed by The Linq Group in their entirety.

2. The Linq Group will indicate in the online platform what the status of the conversations is and whether a certain action must be taken by the Linker towards the Connections. In this way, both the Linker and the Client can view the progress of the conversations via the online platform.
3. When the Linker needs to take action towards a connection approached by The Linq Group, The Linq Group will indicate this in the online platform. The Linq Group cannot oblige the Linker to take the proposed action. The Linq Group is not responsible for the follow up of the proposed action by the Linker.
4. At the request of the Client, the lead data can be transferred by The Linq Group to the Client's CRM system by means of an API. The implementation of this possibility by The Linq Group may incur additional costs. These additional costs are at the expense of the Client. When The Linq Group delivers lead data to the Client using the aforementioned API, The Linq Group also transfers the responsibility for processing these data to the Client.
5. Saved conversations remain visible to the Client on the Platform throughout the entire term of the Agreement, as well as up to 14 days after the end of the Agreement, even if the Client grants a License to another person during the term of the Agreement.
6. During the term of the Agreement, The Linq Group is entitled to analyze, for statistical purposes, the conversations and actions carried out by The Linq Group with Connections, including those carried out by the Linker with those Connections, as well as the resulting results. This is done anonymously. The Linq Group does not analyze private conversations by the Linker, with the exception of conversations that were continued by the Linker after The Linq Group started a conversation with these Connections.
7. After the end date of the Agreement, the Client and the Linkers to whom the Client has granted the Licenses have access to the Platform for another 14 days. The Client is responsible for storing any conversations and conversation data. The Linq Group is not obliged to store (or have stored) the information and data relating to the conversations made longer than 14 days after the end of the Agreement.