

TERMS AND CONDITIONS INLINE LEADERSHIP B.V.

General: Definitions

Inline Leadership: the private company with limited liability Inline Leadership B.V., established in Rhenen, KVK number 85969060, www.lindalex.nl.

Client: the party who purchases or intends to purchase a product or service from Inline Leadership, acting in the course of his or her business not being a consumer. Inline Leadership does not enter into agreements with consumers or similar parties, but only with entrepreneurs, with or without legal personality.

Article 1: Applicability

1.1 These Terms and Conditions apply to all offers, quotations and agreements for the delivery of services and/or products by Inline Leadership. If a continuing performance agreement is formed between the parties, these General Terms and Conditions shall apply to the continuing performance agreement as well as to any resulting agreements.

1.2 Deviations from these terms and conditions can only be made in writing and shall only apply to the specific agreement to which the deviations relate. The applicability of the General Terms and Conditions of the other party is hereby expressly rejected, unless these are accepted in writing by Inline Leadership.

1.3 If one or more provisions of these general terms and

1.3 If one or more provisions in these terms and conditions are wholly or partially void or voidable at any time, then the other provisions of these terms and conditions shall remain fully applicable. Inline Leadership and the client shall then consult to agree new provisions to replace the invalid or void provisions, taking into account as much as possible the purpose and intent of the original provisions.

1.4 If a situation arises between the parties that is not regulated in these general

1.4 If a situation arises between the parties which is not provided for in these general terms and conditions or if there is a lack of clarity concerning the interpretation of one or more provisions, then action should be taken 'in the spirit' of these provisions.



1.5 If Inline Leadership does not always require strict compliance with these terms, this does not mean that the provisions thereof do not apply, or that Inline Leadership would in any way lose the right to require strict compliance with the provisions of these terms in other cases.

Article 2: Offers | quotations

2.1 All offers/quotes are valid for 30 days, unless otherwise stated on the offer. All offers are based on the information provided by Inline Leadership during the preparatory talks, which Inline Leadership considers to be correct.

2.2 Inline Leadership cannot be held to its offers if The client can reasonably understand that the offer, or any part contains an obvious mistake or slip of the pen.

2.3 If the acceptance (whether or not on minor points) deviates from the offer contained in the offer or the quotation then Inline Leadership is not bound by it. The agreement is not in accordance with this deviating acceptance acceptance, unless Inline Leadership indicates otherwise in writing.

2.4 A composite quotation does not oblige Inline Leadership to perform part of the assignment at a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

2.5 If Client, whether or not after receiving a quotation, takes an option on a date(s), this option will remain in force for a maximum of one month, after which it shall expire. If Client wishes to convert the option into a final final agreement, then he must within one month after he has taken the option Inline Leadership by e-mail within one month after he has taken the option.

Article 3: Prices

3.1 All prices quoted by Inline Leadership are exclusive of VAT and other government levies, any costs to be incurred in connection with the agreement, including travel including travel and accommodation, shipping and administration costs, unless otherwise indicated administration costs, unless otherwise indicated.

3.2 Inline Leadership is at all times entitled to increase the fee or price without the client being entitled to increase the fee or price.



to dissolve the agreement for that reason, if the increase results from a power or obligation under the law or regulations or is caused by an increase in the in an increase in the price of raw materials, wages et cetera or on other grounds that were not reasonably foreseeable when the agreement was concluded.

Article 4: Engagement of third parties

Inline Leadership has the right to have certain activities performed by third parties .

Article 5: Execution of the assignment

5.1 If for the execution of certain work or the delivery of certain 5.1 If a deadline is agreed or specified for the execution of certain work or the delivery of certain goods, this is never a deadline. deadline. If a deadline is exceeded, the client must therefore give Inline Leadership written notice of default. Inline Leadership must be given a reasonable Inline Leadership must be given a reasonable period to fulfill the agreement. agreement.

5.2 Inline Leadership shall execute the agreement to the best of its knowledge and ability and according to the requirements of good workmanship. All this based Based on the then known state of science.

5.3 The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 BW is expressly excluded. expressly excluded.

5.4 If work is performed by Inline Leadership or third parties engaged by Inline Leadership in the context of the assignment at the Client's location or a location designated by the Client, the Client shall provide the facilities reasonably required at no cost. In this context, costs to be incurred by the Client, internally and / or by engaging third parties third parties, shall be at his expense.

5.5 The Client shall ensure that all information, which Inline Leadership indicates is necessary or which the Client should reasonably understand is necessary for the should reasonably understand to be necessary for the execution of the agreement agreement, are provided to Inline Leadership in a timely manner. If the data needed for the execution of the agreement are not timely provided to Inline Leadership, Inline Leadership shall be entitled to suspend the execution of the agreement to suspend the execution of the agreement and/or to charge the extra costs resulting from the delay to Inline Leadership at the usual rates. according to the then usual rates charged to the Client.



The execution period does not begin until after the Client has made the information made available to Inline Leadership. Inline Leadership is not liable for damages of any kind, because Inline Leadership is assumed incorrect and / or incomplete information provided by the Client.

5.6 If during the execution of the agreement it appears that it is for a proper execution thereof is necessary to change or supplement it, then the parties will adjust the agreement in a timely manner and in mutual consultation pass. If the nature, scope or content of the agreement, whether or not request or instruction from the Client, from the competent authorities, etc., is changed and the agreement therefore in qualitative and/or quantitative terms is changed in this respect, this may have consequences for what was originally agreed. This also makes it possible to do it originally agreed amount may be increased or decreased. Inline Leadership will provide a price quote in advance as much as possible. Due to a change in the agreement may also extend the originally specified term of execution are being changed. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.

5.7 If the agreement is amended, including a supplement, then Inline Leadership is entitled to implement this only after this has been agreed to by the Client and he has agreed to the price and other conditions stated for the execution, including the time to be determined at that time at which it will be implemented. It's not or failure to immediately execute the amended agreement does not provide any benefit default on the part of Inline Leadership and is no reason for the Client to terminate the contract to terminate or cancel the agreement.

5.8 Without being in default, Inline Leadership may refuse a request to change the agreement, if this could have consequences, for example for the work to be performed or goods to be delivered in that context work to be performed or goods to be delivered in that context.

5.9 If Client is in default in the proper fulfillment of to which he is bound vis-à-vis Inline Leadership, then the Client shall be liable for all damages on the part of Inline Leadership resulting directly or indirectly or indirectly caused thereby.



Article 6: Suspension, dissolution and early termination of the agreement

6.1 Inline Leadership is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if the Client does not fulfill the obligations under the agreement, or does not fulfill them in full or in a timely manner, after the conclusion of the agreement Inline Leadership learns of circumstances that give good reason to fear that the Client will not fulfill the obligations, if the Client was asked to provide security for the fulfillment of its obligations under the agreement when the agreement was concluded and such security is not provided or is insufficient or if, due to delay on the part of the Client, Inline Leadership can no longer be required to fulfill the agreement under the originally agreed conditions.

6.2 In addition, Inline Leadership is authorized to dissolve the agreement if circumstances arise which are of such a nature that performance of the agreement is impossible or if other circumstances arise which are of such a nature that unaltered maintenance of the agreement is unacceptable. of such a nature that unaltered maintenance of the agreement cannot reasonably be Inline Leadership cannot reasonably be required.

6.3 If the agreement is dissolved, Inline Leadership's claims against the Client are immediately due and payable. If Inline Leadership suspends fulfillment of the obligations, it retains its claims under the law and agreement.

6.4 If Inline Leadership suspends or dissolves the agreement, it shall not be not liable for compensation for damages and/or costs incurred in any way.

6.5 If the dissolution is attributable to the Client, Inline Leadership is entitled to compensation for damages, including costs, incurred directly and/or indirectly as a result.

6.6 If the Client fails to fulfill its obligations under the agreement and such failure justifies dissolution, then Inline Leadership is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any damages or compensation, while the Client, by virtue of breach of contract, is obliged to pay damages or compensation.



6.7 If the agreement is terminated prematurely by Inline Leadership, Inline Leadership shall, in consultation with the Client, arrange for the transfer of work yet to be performed to third parties. This unless the termination is attributable to the Client. If the transfer of the work involves additional costs for Inline Leadership, these will be charged to the Client. Client is obliged to pay these costs to pay these costs within the period specified, unless Inline Leadership indicates otherwise. indicates otherwise.

6.8 In case of liquidation, of (application for) a moratorium or bankruptcy, of attachment bankruptcy, of seizure - if and to the extent that the seizure has not been lifted months - at the expense of Client, of debt restructuring or any other circumstance as a result of which other circumstances as a result of which the Client can no longer freely dispose of its assets, Inline Leadership is free to terminate the agreement with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation or indemnification. The claims of Inline Leadership against Client are in that case immediately due and payable.

6.9 If Client cancels all or part of an order placed, then the work performed and the items ordered or prepared for it, plus any transport and delivery costs delivery costs thereof and the working time reserved for the execution of the agreement agreement, shall be charged in full to the Client, except in unless otherwise stipulated in article 10 of these terms and conditions. stipulated otherwise.

6.10 If Inline Leadership cannot fulfill its obligations due to circumstances that were unknown to it when the agreement was made, it is entitled to modify the agreement in such a way that fulfillment becomes possible.

6.11 Inline Leadership is entitled to suspend the fulfillment of its obligations if, as a result of changes in circumstances that could not reasonably be expected at the time of the conclusion of the agreement and were beyond its control, is temporarily prevented from performing its obligations fulfillment.

6.12 Is Inline Leadership culpably in breach of the contract, this does not lead to a refund of the agreed price and / or compensation for damages, but Inline Leadership will make reasonable efforts to still properly comply. Inline Leadership will not charge additional costs.



Article 7: Force Majeure

7.1 Inline Leadership is not bound to fulfill any obligation to the Client if it is hindered to do so as a result of a circumstance that is not due to fault, and neither by virtue of law, a legal act or generally accepted practice.

7.2 In addition to what is understood in law and jurisprudence, force majeure in these general terms and conditions includes all external causes, foreseen or unforeseen, over which Inline Leadership has no control, but which prevent Inline Leadership from fulfilling its obligations. Work strikes in the company of Inline Leadership or third parties, illness/death/absence of the employee of Inline Leadership, who is charged with the execution of the assignment, and insufficient registrations for services on the basis of "open registration" included. Inline Leadership also has the right to invoke force majeure if the circumstance preventing (further) fulfillment of the agreement occurs after Inline Leadership should have fulfilled its obligation.

7.3 Inline Leadership may suspend its obligations under the agreement during the period of force majeure. If this period lasts longer than two months, then either party is entitled to dissolve the agreement, without obligation to compensate the other party for damages.

7.4 Insofar as Inline Leadership at the time of the occurrence of force majeure has already partially fulfilled its obligations under the agreement or will be able to fulfill them, and the fulfilled or to be fulfilled part has independent value, Inline Leadership is entitled to invoice the fulfilled or to be fulfilled part separately. The client is obliged to pay this invoice as if it were a separate agreement.

7.5 In the event of force majeure, Inline Leadership will make reasonable efforts to provide the Client with an alternative solution if required.

Article 8: Liability

8.1 If Inline Leadership should be liable, then its liability is limited to what is regulated in this provision.



8.2 Inline Leadership is not liable for damages, of any kind, caused by Inline Leadership's reliance on incorrect and/or incomplete information provided by or on behalf of the Client.

8.3 Should Inline Leadership be liable for any damages, the liability of Inline Leadership shall be limited to a maximum of the invoice value of the assignment, at least to that part of the assignment to which the liability relates, at least to a maximum of the value of one instalment in case of payment in instalments.

8.4 The liability of Inline Leadership is in any case always limited to the amount paid out by its (professional) liability insurer, plus the excess applicable to Inline Leadership, as the case may be.

8.5 Inline Leadership is only liable for direct damages and excludes any form of liability for any other damages, however called, including consequential, personal and business damages.

8.6 Inline Leadership specifically excludes any form of liability for damages arising from or related to any unlawful act or omission or a failure to fulfill an obligation by a subordinate or independent assistant engaged by Inline Leadership in the execution of the work commissioned by the Client, insofar as no rules of mandatory law dictate otherwise.

8.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Inline Leadership or its executive employees.

8.8 Inline Leadership assumes no liability for any damage, injury, loss, accident, delay, or any other form of inconvenience or adverse effect during the Business Retreat 'La Dolce Vita. Above and Beyond' regardless of its cause. The participant acknowledges that participation in the business retreat is at his/her own risk. Inline Leadership is not responsible for any personal injury, illness, theft, property damage or other losses that may occur during the retreat.



Participants are advised to purchase appropriate insurance to protect themselves against potential risks that may arise during the retreat. By participating in the retreat, the participant agrees to hold Inline Leadership and its representatives harmless from any liability with respect to such issues. Inline Leadership reserves the right to make changes to the retreat program, location, activities, or other aspects of the retreat at any time without any liability for any consequences thereof. By participating in the retreat, the participant agrees to the above exclusion of liability and understands that Inline Leadership cannot be held liable for any damages or losses. Please read and understand this provision carefully before you decide to participate in the retreat.

Article 9: Indemnification

9.1 Inline Leadership shall never be liable to third parties for damages arising in the execution of the agreement to which these terms and conditions apply, beyond Inline Leadership's liability to the Client.

9.2 The client indemnifies Inline Leadership against any further liability and shall, where possible, stipulate a corresponding indemnification for Inline Leadership in its agreements with third parties.

9.3 The client fully indemnifies Inline Leadership with respect to claims for 9.3 The client fully indemnifies Inline Leadership against claims for damages from third parties, based on infringement of intellectual property rights, by use of designs, images, drawings, models, software, quotations and the like, or caused by application of working methods, which are provided or prescribed to Inline Leadership by or on behalf of the client in execution of the agreement.

9.4 If Inline Leadership should be held liable by third parties, the client is obliged to assist Inline Leadership both extra-judicially and judicially and to do immediately everything that can be expected of him in that case. Should the Client fail to take adequate measures, Inline Leadership is entitled, without notice of default, to do so itself. All costs and damages on the part of Inline Leadership and third parties thereby incurred shall be borne in full by the Client.



Article 10: Cancellation.

10.1 The following cancellation provisions are in effect, unless in an agreement between the Client and Inline Leadership has been agreed otherwise.

10.1.1 In cases involving distance selling, the legal right of withdrawal cannot be used, as it applies only to consumers. Inline Leadership does not enter into agreements with consumers or similar parties.

Cancellation of In-company Assignment

10.2.1 In the event of cancellation of an in-company training assignment, Principal owes the following costs:

If a training course is cancelled

- within 1 week before the start of the 1st training day, 100% of the quoted amount.
- within 2 weeks before the start of the training day, 75% of the quoted amount.
- within 3 weeks before the start of the training day, 25% of the quoted price
- earlier than 4 weeks before the training day, no fee.

10.2.2 Cancellation of an assignment must be made in writing or by email. Cancellation is a fact when Inline Leadership has confirmed receipt of cancellation. The moment of cancellation is the date postmark for cancellation by mail or the date and time of receiving the cancellation email.



Cancellation Open Enrollment

10.3.1. Open enrollment means any form of guidance or support provided by Inline Leadership in which individual Clients/Participants may register for training, information sessions, webinars or teleseminars, among other things.

10.3.2. Inline Leadership reserves the right in the event of unforeseen circumstances or insufficient interest in an "open registration" to cancel it, but will make proposals regarding possible alternative dates or opportunities. Upon cancellation by Inline Leadership, if no alternative opportunities are used, the Client is entitled to a refund of the amount paid.

10.3.3 Inline Leadership has the right - with a clear statement of reasons - to refuse a Client's participation, in which cases the Client is entitled to a refund of the full amount paid by him/her.

10.3.4 Cancellation by the Client in the case of open enrollment may be made free of charge up to 2 weeks before the start of the service, unless otherwise stated on the website. In case of cancellation within 2 weeks before the start of the first training or guidance day, Client shall owe the entire agreed price.

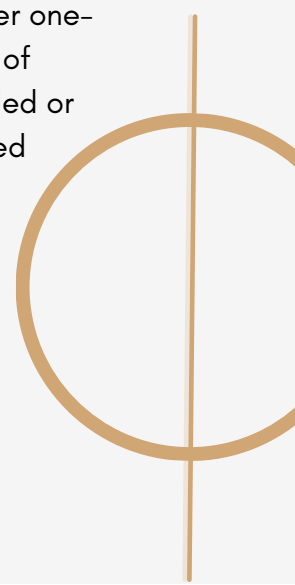
10.3.5 In all cases, after prior consultation with Inline Leadership, a substitute may be sent with the same training request.

10.3.6 Cancellation must be made only by email - confirmed by Inline Leadership. be made. The moment of cancellation is the date and time of receipt of receipt of this email by Inline Leadership.

10.3.7 If the client or his substitute does not show up on the first day of the training, this is considered a cancellation. It is then no longer possible to follow the rest of the program and also no longer possible to send a replacement.

Cancellation of one-on-one counseling by appointment, such as counseling sessions or individual sessions.

10.4.1 In the case of an existing appointment for counseling or advisory talks or other one-on-one counseling, Client has the right to make or cancel a new appointment free of charge until no later than 36 hours before the start. If the appointment is rescheduled or cancelled within 36 hours before commencement, Client shall owe the entire agreed price for the cancelled or rescheduled session.



Cancellation of long-term assignments/Genius Mentorship and Dedicated Membership

10.5.1 If the agreement relates to a long-term program of several sessions agreed upon in advance, which is always the case for the Genius Mentorship and the Dedicated Membership program, the cancellation regulations for "Open Enrollment" contained in articles 10.3.4 and 10.3.6 shall apply to cancellation by the Principal before the start of the program. Interim cancellation is in principle not possible. The agreed price remains payable unless, in the opinion of Inline Leadership, there is reason to agree otherwise.

Cancellation purchase online programs and digital products

10.6.1 Client is neither a consumer nor to be equated with one and therefore has no legal right of withdrawal.

10.6.2 For each product or service, Inline Leadership may offer a warranty/cancellation arrangement on its website and attach conditions to it. The arrangement is only valid if it was offered on the website at the time of purchase and if the Client complies with the conditions set.

Article 11: Payment.

11.1 The client must pay Inline Leadership's invoices within 14 days of the invoice date unless otherwise agreed. Inline Leadership is entitled to invoice periodically.

11.2 If the Client is in default of timely payment of an invoice, the Client shall be in default by operation of law. Client shall then owe interest of 2% per month. The interest on the due and payable amount will be calculated from the moment that Client is in default until the moment of payment of the full amount due.

11.3 The client is never entitled to offset the amount owed to Inline Leadership. Objections to the amount of an invoice do not suspend the payment obligation. Client not entitled to invoke Section 6.5.3 (Articles 231 to 247 Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.



11.4 If the Client is in default, Inline Leadership reserves the right to suspend the work or cancel the assignment.

11.5 If the Client is in default of payment or fulfillment of any other obligation under an agreement, Inline Leadership is entitled to proceed to dissolve that agreement in whole or in part without judicial intervention, without prejudice to Inline Leadership's right to claim damages.

11.6 Following a reminder and failure to pay on time within the reminder period, the Client shall owe 15% of the principal sum in collection costs without further notice if and as soon as it is in default, with a minimum of €150.

11.7 Any judicial and execution costs incurred will also be recovered from the Client. Client shall also owe interest on all costs due.

Article 12: Intellectual property

12.1 Without written permission from Inline Leadership, the Client is prohibited from disposing of, showing or otherwise making use of the designs, documentation, information, step-by-step plans, software, offers, etc. (hereinafter: documents) provided by Inline Leadership to third parties. The Client is, however, permitted to reproduce these documents for its own use insofar as this is reasonably required by the order.

12.2 Unless otherwise agreed, copyrights as well as all other intellectual property rights to these documents shall remain with Inline Leadership.

Article 13: Secrecy and Privacy.

13.1 Both parties are obliged to keep confidential all confidential information that they have obtained from each other or from other sources in the context of their agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information.

13.2 The personal information that reaches Inline Leadership through the site will be treated carefully and confidentially. Data are used exclusively for the purpose indicated. Inline Leadership thereby adheres to the applicable privacy legislation, in particular the General Data Protection Regulation. Inline Leadership refers to the privacy statement on its website.



Article 14: Applicable law and competent court

14.1 All offers and agreements to perform orders shall be governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

14.2 Disputes arising from or related to an offer, a quotation and/or an agreement with Inline Leadership shall be settled by the competent court in the district of the domicile of Inline Leadership, except to the extent otherwise required by mandatory law. Nevertheless, Inline Leadership has the right to submit the dispute to the court with jurisdiction according to the law.

14.3 The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

