



TERMS AND CONDITIONS

**SHORE**  
*teams*

REFERRAL  
PROGRAM

These Referral Program Terms and Conditions (the “**Agreement**”) is effective once the Parties (defined below) have electronically and validly executed this Agreement (the “**Effective Date**”). This Agreement, which constitutes a legally binding agreement, governs the contractual relationship between **SHORE teams**, a trade name of Inventief IT B.V., a company organised under the laws of The Netherlands and having its place of business at Keurenplein 41 (A6789), 1069 CD Amsterdam, The Netherlands. Registered in the trade register of the Chamber of Commerce with registration number: 62717634, (hereinafter referred to as “**SHORE teams**”), and each individual/company executing this Agreement (hereinafter referred to as “**Referrer**”). SHORE teams and Referrer shall also hereinafter be referred to together as the “**Parties**” and individually as a “**Party**”.

## **RECITALS:**

Whereas, SHORE teams is in the business of offering information technology, and offshore and nearshore development services, via SHORE teams partner agencies (“**Partner(s)**”), to its clients who wish to outsource their information technology and/or development needs to SHORE teams Partners (the “**Intermediary Service(s)**”).

Whereas, subject to the terms and conditions of this Agreement, Referrer desires to refer Clients (defined below) to SHORE teams, in exchange for a commission on the revenue generated by SHORE teams from the Client (defined below) as a result of such introductions.

**NOW THEREFORE**, in consideration of the premise and the mutual promises and covenants contained herein the Parties agree as follows:

## **1. APPOINTMENT OF REFERRER**

This Agreement is subject to SHORE teams’ approval of Referrer’s application (available at <https://shoreteams.com/shore-teams-referral-program>) to participate in and become a member of SHORE teams’ referral program. Referrer acknowledges and understands that SHORE teams may conduct background checks and other screening measures, in SHORE teams’ sole discretion, at any time prior to or post the Effective Date of this Agreement.

## **2. REFERRALS**

**2.1** During the Term (defined below) of this Agreement, Referrer agrees to identify and refer/introduce potential clients and/or personal and professional contacts (“**Client(s)**”) who wish to make use of SHORE teams’ Intermediary Services, to SHORE teams at the Referrer’s discretion and on a non-exclusive basis.

- 2.2** As of the Effective Date and during the Term (defined below) of this Agreement, Referrer will make commercially reasonable and diligent efforts to promote SHORE teams' Intermediary Services to Clients. As a consequence, Referrer will solicit leads and refer potential Clients to SHORE teams in accordance with the terms and conditions of this Agreement.
- 2.3** Referrer acknowledges and understands that Referrer shall only receive Referral Fees (defined below) for Clients who (i) are introduced by Referrer, and (ii) hire developers and/or a development team from Partners for a minimum duration of six (6) months.
- 2.4** Referrer shall be provided with a referral link to provide to potential Clients that may be interested in using SHORE teams Intermediary Services. As such, SHORE teams has incorporated a thirty (30) day cookie policy in which SHORE teams' system logs a cookie the first time that the Client logs on to the SHORE teams system with the referral link provided to Referrer by SHORE teams. Providing that the Client does not remove the use of cookies from the Client's system, the cookie that is logged by SHORE teams' system will measure the potential conversion in the next thirty (30) days. Therefore, if a Client is also introduced by another referrer, Referrer will only earn a Referral Fee (defined below) if the Client registers and completes the contact form on SHORE teams website, using Referrer's referral link associated with the last cookie left by the Client in the previous thirty (30) days.
- 2.5** SHORE teams acknowledges and agrees that Referrer shall not be held liable for any Intermediary Services SHORE teams provides and/or agrees to provide to the Client(s).
- 2.6** Each Party shall at all times remain liable and responsible for the work performed by the respective Party.
- 2.7** SHORE teams will be under no obligation to accept any Client submitted by Referrer and may reject or decline to accept a Client for any or no reason at its sole discretion, including, without limitation, because:
- (i) the Client was an existing Client of SHORE teams' at the time of Referrer's introduction of the Client to SHORE teams;
  - (ii) SHORE teams was already involved, at the time of Referrer's introduction of the Client, in preliminary or advanced discussions with the Client relating to the purchase, by Client of the Intermediary Services;
  - (iii) the Client was previously introduced to SHORE teams by Referrer or any third party;
  - (iv) the Client (a) does not meet SHORE teams' credit requirements, or (b) is on a list of restricted or prohibited parties issued by the government of the

- Netherlands or any other jurisdiction;
- (v) the Client is located in an area in which SHORE teams has an exclusive arrangement for the sale of the Intermediary Services or which SHORE teams is otherwise prohibited by agreement from accepting; or
- (vi) the Client requires part-time resources (i.e., less than six (6) months), in-house staff or resources outside the technology sector).

**2.8** SHORE teams reserves the right to amend, suspend or terminate the referral program at any time and for an reason in SHORE teams sole discretion. SHORE teams also reserves the right to investigate any fraudulent activities associated with Referrer's participation in the referral program and any use of the SHORE teams brand which is not compliant with Section 9 (Use of SHORE teams Brand and Trademarks) of this Agreement.

### **3. REFERRER'S RESPONSIBILITIES**

Referrer shall:

- (i) conduct all of Referrer's business in Referrer's own name and in accordance with the highest business standards, acting dutifully, in good faith and in compliance with all applicable laws;
- (ii) not perform any act which would or might reflect adversely upon SHORE teams' business, integrity or goodwill;
- (iii) not be authorized to legally represent SHORE teams or to conduct negotiations on behalf of SHORE teams;
- (iv) not have the authority to make any commitments or agreements or incur any liabilities whatsoever on behalf of SHORE teams; and
- (v) make no representations, warranties or commitments regarding the specifications, features or capabilities of the Intermediary Services, other than the representations, warranties or commitments stipulated in any approved unmodified marketing material and content provided to Referrer by SHORE teams. Referrer acknowledges and agrees to only use SHORE teams' approved marketing brand and materials to promote the sale/provision of the Intermediary Services to potential Clients.

### **4. REFERRAL FEES AND TAXES**

**4.1** Upon any Client using SHORE teams' Intermediary Service(s) ("**Successful Referral(s)**"), Referrer shall receive compensation in the form of a referral fee in an amount equal to ten percent (10%) of the value of the commission received by SHORE teams from its Partner(s) for the Intermediary Services that is purchased by the Client ("Referral Fee(s)"). For the avoidance of doubt, the calculation of the Referral Fee shall be based upon the commission received by SHORE teams from Partners, that is paid by the Client for the developers and/or development team

that the Client has hired from the Partners for a minimum duration of six (6) months. Therefore, Referrer acknowledges, understands and agrees that any developer and/or development team that is hired by the Client for a period less than six (6) months will not be included in the calculation of the Referral Fees.

- 4.2** Referrer acknowledges that the minimum Referral Fee pay-out to be paid by SHORE teams to Referrer shall be fifty Euros (€50.00) and the maximum Referral Fee pay-out per Client referred/introduced by Referrer to SHORE teams shall be twenty thousand Euros (€20 000.00) per annum.
- 4.3** The Referral Fee(s) shall be paid to the Referrer by SHORE teams, in Euros and cleared funds to Referrer's nominated bank account, within thirty (30) calendar days from the date that SHORE teams receives payment from the relevant Partner(s) for the Client's use of the Intermediary Service(s), and is credited to SHORE teams' bank account. Referrer shall be responsible for any costs/bank charges associated with the transfer of any payment of the Referral Fee(s) to Referrer's bank account.
- 4.4** All Referral Fee payments made by SHORE teams to Referrer for any Successful Referral, shall be made by SHORE teams, without any set-off, deduction or withholding except for any tax that SHORE teams is required by law to deduct or withhold.
- 4.5 Self-Billing.** Referrer authorizes and agrees that SHORE teams may issue self-billed invoices in Referrer's name and behalf for the Term (defined below) of this Agreement. The self-billed invoices provided by SHORE teams shall contain any information that SHORE teams determines is required to issue an invoice (including but not limited to information regarding value-added tax ("VAT")) under applicable law. Referrer must immediately and promptly notify SHORE teams if Referrer (i) is aware of any additional information that is required to be provided on the self-billed invoice(s) to comply with the applicable law, (ii) ceases to be registered for VAT, or (iii) changes/amends Referrer's VAT registration number. Self-billed invoices will be issued in Euros. Each self-billed invoice will be deemed accepted providing Referrer does not reject such self-billed invoice within thirty (30) calendar days from the date of the issued self-billed invoice. Referrer agrees to not raise separate invoices for the transactions covered by the self-billed invoice issued by SHORE teams under this Agreement.
- 4.6** Neither a Referral Fee nor any other amount shall be owed to Referrer by SHORE teams in the event (i) the Client does not make use/purchase the Intermediary Service(s), (ii) any agreement entered into between the Client and SHORE teams, for the use by Client of the Intermediary Service(s), via SHORE teams' Partners, is cancelled by the Client or SHORE teams without any payment having been received by SHORE teams, (iii) SHORE teams does not otherwise receive any payment from

the Client, or (iv) the Client hires any developer and/or development team for a period less than six (6) months. Referrer acknowledges that the Referral Fee is the only compensation Referrer shall receive from SHORE teams in connection with any Successful Referral. All goodwill and benefit derived from any Successful Referral shall inure to the sole and exclusive benefit of SHORE teams.

- 4.7 Changes to the Referral Fee Percentage.** The Referral Fee may be increased or decreased by SHORE teams, in its sole discretion, and on a case by case basis. Any increase or decrease in the Referral Fee shall be communicated to Referrer by SHORE teams thirty (30) calendar days before such increase or decrease becomes effective.
- 4.8 Accounting and Record Keeping.** SHORE teams is responsible for creating and maintaining clear accounts, to display, track and transparently communicate the number of sales and payments of/for the Intermediary Services received from any referral made by Referrer to SHORE teams, and SHORE teams acknowledges and agrees that Referrer may request any and all reasonable documentation related to such transactions and payments for the Intermediary Services, including but not limited to invoices, receipts, transfer records, transfer advice, payment requests, underlying contracts or service agreements. SHORE teams shall provide such documentation on Referrer's request, within five (5) business days, in writing.
- 4.9 No Other Payments.** Except as expressly provided in this Section 4, Referrer is not entitled to any other fees, reimbursements or payments.
- 4.10 Taxes.** Referrer shall be responsible for payment of all taxes to which the Referral Fee is subject. Referrer agrees to indemnify and hold SHORE teams harmless against any taxes, including penalties, duties and interest levied by any government on the Referral Fee.

## **5. NON-EXCLUSIVITY**

- 5.1** It is understood that Referrer is acting as a finder only and shall have no authority to enter into any agreements, obligations or commitments on SHORE teams' behalf, or to negotiate the terms of Clients' agreements with SHORE teams. Referrer acknowledges that SHORE teams may enter into referral agreements or other similar arrangements with other third parties and that Referrer shall have no rights under such agreements or to any referral fees for Clients referred to SHORE teams by other third parties or identified by SHORE teams itself.
- 5.2** SHORE teams acknowledges that this Agreement does not create an exclusive agreement between the Parties. Referrer shall have the right to recommend similar products and services of third parties and to work with other third parties so as to

solicit leads for and on behalf of such third parties. Notwithstanding the foregoing, Referrer shall uphold the confidentiality provisions under this Agreement and will not enter into an agreement with a third party the effect of which would prohibit Referrer's submission of a referral in accordance with this Agreement.

## 6. TERM

This Agreement, which shall come into force on the Effective Date, shall remain in effect for a duration of one (1) year ("**Term**") and shall automatically renew for successive one (1) year terms unless terminated, in accordance with Section 10 (Termination) of this Agreement, prior to the annual anniversary date of this Agreement.

## 7. CONFIDENTIALITY

**7.1 "Confidential Information"** means trade secrets, industry knowledge, and any and all information disclosed by either Party to the other which is marked "confidential" or "proprietary", or which the recipient knows or has reason to believe is regarded by the disclosing Party ("**Disclosing Party**") as such, including oral information.

Confidential Information does not include any information that the receiving Party ("**Receiving Party**") can demonstrate by its written records: (i) was known to it prior to its disclosure hereunder by the Disclosing Party; (ii) is or becomes known through no wrongful act of the Receiving Party; (iii) has been rightfully received from a third party authorized to make such a disclosure; (iv) is independently developed by the Receiving Party; (v) has been approved for release with the Disclosing Party's prior written authorization; or (vi) has been disclosed by court order or as otherwise required by law, provided that the Party required to disclose the information provides prompt advance notice to enable the other Party to seek a protective order or otherwise prevent such disclosure.

**7.2 Obligation.** Receiving Party will only use the Confidential Information of the Disclosing Party as is necessary to exercise its rights or perform its obligations pursuant to this Agreement or as expressly authorized in writing by the Disclosing Party. Each Party shall use the same degree of care to protect the Disclosing Party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances less than reasonable care. Neither Receiving Party shall disclose the Disclosing Party's Confidential Information to any person or entity other than its officers, employees, consultants, contractors, licensors, suppliers, vendors, legal advisors and any other third parties who need access to such Confidential Information in order to effect the intent of the Agreement and who have entered into written confidentiality agreements with such Receiving Party at least as restrictive as those contemplated under this Section 7 of the Agreement. Upon any termination or expiration of this Agreement, the Receiving Party will promptly return to the Disclosing Party or destroy, at the Disclosing Party's option,

all of the Disclosing Party's Confidential Information.

**7.3 Compelled Disclosure.** If a Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

## **8. OWNERSHIP AND PROPRIETARY RIGHTS**

**8.1** SHORE teams and its Partners, suppliers, vendors and/or licensors (if any) own and shall retain all and any right, title and interest (including without limitation all patent rights, copyrights, trademark rights, trade secret rights and other intellectual property rights) (i) in the Intermediary Services, and (ii) to their pre-existing technology, products, services and all modifications, enhancements and derivative works thereof.

**8.2** Referrer agrees that only SHORE teams shall have the right to maintain, enhance or otherwise modify the Intermediary Services. SHORE teams reserves all its rights and does not transfer any right, title or interest to any of the Intermediary Services to Referrer and/or the Clients.

**8.3 No License.** Referrer acknowledges and agrees that no license is granted by SHORE teams to Referrer under this Agreement to use or access any Intermediary Services, any of SHORE teams' proprietary technologies embodied therein, or any data, information or other content provided thereby.

## **9. USE OF SHORE TEAMS' BRAND AND TRADEMARKS**

Referrer may make use of SHORE teams' trademarks for the sole purpose of promoting, advertising and marketing the Intermediary Services. However, Referrer acknowledges that Referrer shall not be permitted to use the SHORE teams brand name in any manner on any search engine, including but not limited to Google and Bing. Any such use of the SHORE teams brand and Intermediary Services shall be on the prior written consent of SHORE teams and in accordance with the SHORE teams' trademark policies. It is expressly understood that this Agreement does not grant the Referrer any interest in the SHORE teams' brand, trademarks, or any other intellectual property rights.

## **10. TERMINATION**

**10.1** This Agreement may be terminated by either Party, without cause or for any or no reason whatsoever, by giving the other Party thirty (30) calendar days written notice. Referrer may provide SHORE teams with written notice via email to



[info@shoreteams.com](mailto:info@shoreteams.com).

- 10.2 Breach of Agreement.** In the event that either Party materially breaches this Agreement, and the breaching Party is unable or unwilling to cure such breach within seven (7) calendar days of being notified of such a breach in writing, the non-breaching Party may terminate this Agreement immediately after the expiry of the seven (7) calendar days following the notice provided to the breaching Party.
- 10.3 Effect of Termination of Agreement.** Upon termination of this Agreement for any reason, neither Party is released from any obligation under this Agreement with respect to services performed under this Agreement, including the obligation to settle any amounts rightfully owing to the other Party even after the termination. The obligation to maintain confidentiality and pay any Referral Fees, along with any other continuing obligations which arise by their nature, under this Agreement, shall survive and continue past the termination of this Agreement, as long as either Party maintains its status as a legal and functioning entity.
- 10.4 Termination for Insolvency.** If either Party declares bankruptcy, becomes unable to pay its creditors or meet debt obligations, becomes insolvent, becomes subject to any voluntary or involuntary liquidation, insolvency or restructuring procedures, arising from or related to any potential business insolvency, either Party may terminate this Agreement with immediate effect, upon written notice served to the other.

## **11. COMPLIANCE WITH LAWS AND REGULATIONS**

The Parties agree that in performing their obligations under this Agreement, each Party shall comply with all applicable laws, regulations, ordinances and requirements of all states, cities and other jurisdictions of the regions where business is conducted. Any violation of applicable law by a Party shall constitute a breach of this Agreement.

## **12. REPRESENTATIONS AND WARRANTIES**

- 12.1** Both Parties represent that they are fully authorized to enter into this Agreement. Each Party also warrants that the performance of their respective obligations under this Agreement will not violate (i) or infringe upon the rights of any third-party, or (ii) any other agreement between (a) the Parties, or (b) a Party and any other person, entity or organization, or (iii) any law or governmental regulation.
- 12.2 Referrer Disclaimer.** REFERRER DOES NOT REPRESENT OR WARRANT THAT THE INTRODUCTIONS OF POTENTIAL CLIENTS TO SHORE TEAMS WILL CREATE ANY ADDITIONAL PROFITS, SALES, EXPOSURE, BRAND RECOGNITION OR LEAD TO A DESIRED RESULT.

**12.3** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW; EACH PARTY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO ANY REFERRAL AND OTHER OBLIGATIONS UNDERTAKEN HEREUNDER, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF REFERRER HAS BEEN INFORMED OF SUCH PURPOSE), OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

### **13. INDEMNIFICATION**

**13.1** Each Party agrees to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns (“**Indemnified Party**”) against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying Party, its respective successors and assigns that occurs in connection with this Agreement. This Section 13 remains in full force and effect even after expiration or termination of this Agreement by either Party.

**13.2** An Indemnified Party will (i) promptly notify the indemnifying Party of any claim, suit, or proceeding for which indemnity is claimed (but the indemnifying Party shall be relieved from liability only to the extent any delay in providing such notice prevents the indemnifying Party from defending such claim, suit or proceeding); (ii) cooperate reasonably with the indemnifying Party at the indemnifying Party’s expense; and allow the indemnifying Party to control the defence or settlement thereof. The Indemnified Party will have the right to participate in any defence of a claim and/or to be represented by counsel of its own choosing at its own expense.

### **14. LIMITATION OF LIABILITY**

**14.1 Aggregate Liability.** NEITHER PARTY’S TOTAL CUMULATIVE LIABILITY TO THE OTHER FOR ANY CLAIMS (INCLUDING THIRD-PARTY CLAIMS) ARISING FROM, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF LIABILITY (WHETHER IN CONTRACT OR TORT OR OTHERWISE), WILL EXCEED THE REFERRAL FEES PAID BY SHORE TEAMS TO REFERRER IN THE SIX (6) MONTHS PRECEDING THE CLAIM, MINUS ANY AMOUNTS PAID BY THE LIABLE PARTY DURING THAT SAME PERIOD FOR ANY PRIOR LIABILITY.

**14.2 No Consequential Damages.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, RELIANCE OR PUNITIVE DAMAGES, FOR ANY LOSS OF PROFITS (WHETHER DIRECT OR INDIRECT), REVENUE (OTHER THAN REFERRAL FEES PAYABLE UNDER THIS AGREEMENT),

FOR BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION OR DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED OR IS REASONABLY FORESEEABLE.

**14.3 Exceptions.** THE LIABILITY LIMITATION IN SECTION 14.1 OF THIS AGREEMENT (AGGREGATE LIABILITY) DOES NOT APPLY TO THE: (i) OBLIGATIONS PROVIDED UNDER SECTION 13 OF THIS AGREEMENT (INDEMNIFICATION); OR (ii) LIABILITY FOR BREACH OF SECTION 7 (CONFIDENTIALITY).

## **15. FORCE MAJEURE**

No liability shall result to either Party from delay in performance or from nonperformance caused by circumstances beyond the reasonable control of the Party who has delayed performance or not performed. Such circumstances shall include, but are not limited to acts of God, epidemic and pandemic, fire, flood, explosion, war, terrorism or action or requests of government authority. The non-performing Party shall be diligent in attempting to remove any such cause and shall promptly notify the other Party of its extent and probable duration. If the non-performing Party, who has delayed performance or not performed on account of an event of force majeure, is unable to remove the cause(s) within seven (7) calendar days, the other Party shall have the right to terminate or suspend, at its option, amend this Agreement or any portion of it, without imposition of costs, damages or penalty of any kind. However, in the event this Agreement is terminated or suspended for any period of time, then Referrer shall remain liable for its obligations as described under Section 10.3 (Effect of Termination of Agreement), as well as Sections 4 (Referral Fees and Taxes) and 7 (Confidentiality) of this Agreement.

## **16. GENERAL PROVISIONS**

**16.1 Relationship of the Parties.** Referrer is an independent contractor and not an employee, agent, partner or joint venturer with or of SHORE teams. Neither Referrer nor SHORE teams shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

**16.2 Assignment & Subcontracting.** Neither Party shall have the right to assign and/or subcontract any of its rights or delegate a Party's obligations under this Agreement without the prior written consent of the other Party. Any assignment, subcontracting or delegation attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the Parties' respective successors and permitted assigns.

**16.3 Severability.** In the event that any provision of this Agreement shall be unenforceable

or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this remaining provisions of the Agreement unenforceable or invalid, and, in such event, such remaining provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

- 16.4 Notice.** Except as otherwise specified in this Agreement, any notice, consent or other communication required or permitted to be given in accordance with this Agreement will be in writing and will be effective upon (i) personal delivery, (ii) the next business day after being sent by a nationally recognized overnight courier, or (iii) the next business day after sending the notice/communication via email. The Parties acknowledge and agree that despite the inability/failure of a Party to deliver any notice, consent or other communication to the other Party as a result of a change in the other Party's address, or email address, such undelivered notice shall still be considered by the Parties as duly delivered IF such other Party failed to provide adequate notice to the notifying Party of such change in address or email address.
- 16.5 Authorizations.** Each Party shall use all reasonable efforts to obtain such authorizations as is necessary for the performance of the Party's obligations under this Agreement and shall promptly notify the other Party of any difficulty encountered in obtaining such authorizations.
- 16.6 Amendments.** This Agreement may not be modified or amended except by the mutual written agreement of the Parties.
- 16.7 No Waiver.** Each Party agrees that any delay or omission on the part of the other Party to exercise any right, power or remedy under this Agreement will not automatically operate as a waiver of such right, power or remedy or any other right, power or remedy and no waiver will be effective unless it is in writing and signed by the waiving Party. Further the waiver or the single or partial exercise of any right, power or remedy by either Party hereunder on one occasion will not be construed as a bar to a waiver of any successive or other right, power or remedy on any other occasion.
- 16.8 Counterparts.** This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the Term of this Agreement, shall survive the termination of this Agreement to the extent applicable.
- 16.9 Rights & Remedies.** All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, common law, custom or trade

usages, are cumulative and not alternative and may be enforced successively or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive.

**16.10 Entire Agreement.** This Agreement contains the full and entire agreement between the Parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter.

**16.11 Governing Law & Jurisdiction.** In the event of any disagreement between the Parties with respect to any aspect of this Agreement, the Parties agree to discuss in good faith to reach an amicable resolution prior to starting any litigation/legal proceedings against each other.

This Agreement shall be construed and enforced in accordance with the laws of the Netherlands.

The Courts in Amsterdam, The Netherlands shall have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement. Both Parties hereby submit to the jurisdiction of said Courts for purposes of any such suit or proceeding and waive any claim that any such forum is an inconvenient forum.

**16.12 Electronic Signature And Acceptance Of Agreement.** This Agreement shall come into force on the date upon which Referrer submits the Referrer's online application form form to SHORE teams and by checking the box "I Accept" and clicking the "Submit" button and will remain in full force and effect in accordance with the terms provided herein, unless terminated earlier by the Parties. Upon checking the "I Accept" box below (i) Referrer confirms that Referrer has fully read this Agreement after having had the opportunity to consult with legal counsel, (ii) Referrer represents and warrants that Referrer has the right, authority and capacity to enter into this Agreement, (iii) Referrer is electronically signing/executing this Agreement in a manner which is legally equivalent to Referrer's handwritten signature, (iv) Referrer agrees that the Agreement will come into force immediately and automatically, and (v) Referrer will become legally bound by all enforceable terms and conditions contained in this Agreement.



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