



LinkedIn Hiring Solutions Lead Referral Agreement

By applying to be a Talent Solutions Affiliate, you agree to be bound by the terms and conditions of this LinkedIn Hiring Solutions Lead Referral Agreement (the “**Agreement**”), which is effective only if LinkedIn accepts your application by issuing and delivering to you a signed Exhibit B, the date of which shall be the effective date (the “**Effective Date**”) of this Agreement. This Agreement is made by and between the entity indicated on such application to the Talent Solutions Affiliate program (“**Talent Solutions Affiliate**” or “**you**”), and LinkedIn Ireland (“**LinkedIn**”).

1. Corporate Solutions Services.

1.1 Lead Referrals. Talent Solutions Affiliate may, on a nonexclusive basis, refer leads to LinkedIn for third-party customers (“**Clients**”) located in the Territory described in Exhibit B interested in purchasing from LinkedIn the Corporate Solutions Services (“**CSS**”) set forth in Exhibit A, pursuant to the terms of this Agreement. LinkedIn reserves the right to add, remove or modify the CSS and will make commercially reasonable efforts to notify Talent Solutions Affiliate of material changes in a timely manner. LinkedIn will be under no obligation to continue the marketing or provisioning any of the CSS or to market the CSS to any leads referred by Talent Solutions Affiliate. LinkedIn will be under no obligation to Talent Solutions Affiliate to continue any aspect of LinkedIn’s business.

1.2 LinkedIn Trademarks. Talent Solutions Affiliate represents and warrants that, except as authorized herein, it will not use or register (or make any filing with respect to) any trademark, trade name or other designation used by LinkedIn in connection with the CSS (“**LinkedIn’s Trademarks**”) anywhere in the world. Talent Solutions Affiliate will not contest LinkedIn ownership, use, registration or use authorized by LinkedIn of any of LinkedIn’s Trademarks or other designation relevant or similar thereto. Talent Solutions Affiliate acknowledges and agrees that Talent Solutions Affiliate has no interest in or right to LinkedIn’s Trademarks. Talent Solutions Affiliate further acknowledges and agrees that all goodwill generated from its use of LinkedIn’s Trademarks will inure to the benefit of LinkedIn.

1.3 Talent Solutions Affiliate and Client Feedback. Talent Solutions Affiliate will keep LinkedIn informed of Client feedback, including without limitation, any problems encountered by Client with the CSS and as to any resolutions discovered. Talent Solutions Affiliate will communicate promptly to LinkedIn any and all modifications, design changes, improvements of the CSS, or new Client requirements suggested by any entity or person solicited by or making inquiries of Talent Solutions Affiliate or by any employee or agent of Talent Solutions Affiliate. Talent Solutions Affiliate further agrees that LinkedIn is and will be the sole and exclusive owner of all right, title and interest in, to and relating to, and Talent Solutions Affiliate hereby assigns and otherwise transfers, any and all right, title and interest in and to any such actual or suggested feedback, modifications, design changes or improvements of the CSS, without the payment of any additional consideration therefore either to Talent Solutions Affiliate, its employees or agents, or to any Client.

1.4 Ownership of Intellectual Property. As between the Parties, Intellectual Property Rights in any content, software, information, technology, data and/or materials, trademarks, brand names, whatsoever supplied, made available or created by LinkedIn under this Agreement will remain the property of LinkedIn. For purposes of this Agreement Intellectual Property Rights means any and all rights, title and interest existing from time to time under patent law, copyright law, moral rights law, trade secret law, trademark law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide.

2. Term and Termination. This Agreement commences on the Effective Date and continues for a period of one year after the Effective Date. After the one-year period, this Agreement continues until terminated by either party with 30 days’ prior written notice. LinkedIn may terminate this Agreement or an Exhibit to this Agreement for convenience at any time upon 30 days’ prior written notice. Either party may

terminate this Agreement if the other party (a) breaches of any material provision of this Agreement by either party which breach has not been remedied within 30 days of the date of written notice of any other alleged breach, or (b) the other party becomes insolvent, or makes any assignment for the benefit of creditors, or is not able to pay its expenses as they come due. The exercise of such right of termination will not be exclusive, but will be in addition to all other rights and remedies available to the parties, except as otherwise limited or restricted elsewhere in this Agreement. Upon the expiration or termination of this Agreement, Talent Solutions Affiliate will immediately: (i) discontinue any use of the name, logos, trademarks or slogans of LinkedIn and the trade names or other designations of any of the CSS; (ii) discontinue all representations or statements from which it might be inferred that any relationship exists between LinkedIn and Talent Solutions Affiliate; (iii) cease to promote, solicit or procure lead referrals for CSS orders (but not act in any way to damage the reputations of, or disparage, LinkedIn or any CSS); and (iv) return to LinkedIn all property in Talent Solutions Affiliate's possession, custody or control, including but not limited to Confidential Information in whatever form held (including copies or embodiments of Confidential Information). The provisions intended by their nature to survive this Agreement will survive the termination of this Agreement.

3. Independent Contractors and No Third Party Beneficiary.

3.1 Independent Contractors. The relationship of LinkedIn and Talent Solutions Affiliate is that of independent contractors, and nothing contained in this Agreement (a) gives either party the power to direct or control the day-to-day activities of the other; (b) constitutes the parties as partners, joint venturers, franchisors or franchisees, co-owners or otherwise as participants in a joint undertaking; or (c) allows either party to create or assume any obligations or commitments on behalf of the other party for any purpose whatsoever.

3.2 No Authority. Talent Solutions Affiliate has no authority or power to act on behalf of LinkedIn and LinkedIn reserves the right to reject, develop and maintain any ongoing relationship with any Client. Talent Solutions Affiliate has no authority nor will it purport to have the authority to bind LinkedIn to any fees, expenses, costs, terms of sale, terms of credit, refunds, advertising allowances, discounts or to any other representation, contract or commitment of any nature.

3.3 Business Practices. Talent Solutions Affiliate represents and warrants that (a) it will comply with good business practices and all applicable laws and regulations, including without limitation spam and privacy laws; (b) it will perform its duties in a diligent, efficient and workmanlike manner; (c) it will not misrepresent LinkedIn or the CSS; and (d) neither this Agreement nor Talent Solutions Affiliate's performance of or exercise of the rights under this Agreement, is contrary to, in conflict with, ineffective under, or requires registration or approval or tax withholding under, any applicable law or regulation or any agreement with a third party.

3.4 Marketing Materials. Talent Solutions Affiliate will not use any marketing materials which refer to the CSS, LinkedIn's name or any LinkedIn logo without LinkedIn's prior written approval of such materials.

3.5 No Third Party Beneficiary. Talent Solutions Affiliate agrees and acknowledges that it is not and will not be a party to, nor an intended third-party beneficiary of, any written agreement between LinkedIn and any Client.

4. Leads. To be eligible for commission, the lead must be a Qualified Lead, as defined in Exhibit B. LinkedIn reserves the right, within its reasonable discretion and without any liability to Talent Solutions Affiliate, to reject any lead submitted by Talent Solutions Affiliate.

5. Payment and Commission. LinkedIn will pay Talent Solutions Affiliate a commission for Qualified Leads which actually generate revenue bookings for LinkedIn and meet the criteria described in Exhibit B. The sole compensation to be paid to Talent Solutions Affiliate under this Agreement will be the commission described in Exhibit B. No other expenses or fees are payable to Talent Solutions Affiliate under this Agreement. Within 30 days after the end of each quarter in which Talent Solutions Affiliate earned a commission, LinkedIn will send Talent Solutions Affiliate a quarterly statement of commissions earned by

Talent Solutions Affiliate during such quarter. Following review of such statement, Talent Solutions Affiliate shall send LinkedIn an invoice for such quarterly commission payments. All fees are exclusive of value added tax (“VAT”) or other applicable sales tax which, where chargeable by LinkedIn, will be payable by Talent Solutions Affiliate at the rate and in the manner prescribed by law. All payments will be made in Euros (unless otherwise agreed) and made net 45 days from LinkedIn’s receipt of of Talent Solutions Affiliate’s invoice. Talent Solutions Affiliate’s invoices will comply with LinkedIn’s reasonable requirements, communicated to Talent Solutions Affiliate from time to time. Talent Solutions Affiliate will provide reports and information reasonably requested by LinkedIn.

- 6. Third Party Indemnification.** For purposes of this Section 6, “Damages” means all claims, damages, losses, judgments, liabilities, penalties, interest, costs and expenses, including but not limited to reasonable and documented legal fees and any settlement costs. Talent Solutions Affiliate will indemnify and defend LinkedIn, its Affiliates, and their respective directors, officers, agents and employees (each, an “Indemnified Party”) from and against all Damages arising out of a claim by a third party against a LinkedIn Indemnified Party to the extent resulting from or alleged to have resulted from (a) Talent Solutions Affiliate’s breach of any representations, warranties or obligations herein; (b) Talent Solutions Affiliate’s negligence or willful misconduct. LinkedIn will give prompt written notice of any indemnified claim. LinkedIn will allow the Talent Solutions Affiliate the sole control of the defense and related settlement negotiations for such claim, provided however, (a) LinkedIn will have the right to approve or disapprove any settlement or compromise, which approval will not be unreasonably withheld or delayed; and (b) LinkedIn will have the right to approve the attorneys that Talent Solutions Affiliate will retain for any claim. LinkedIn will assist and cooperate in the defense and settlement negotiations as requested by Talent Solutions Affiliate so long as Talent Solutions Affiliate pays LinkedIn’s out-of-pocket expenses associated with such assistance and cooperation. If Talent Solutions Affiliate fails to (i) notify LinkedIn of Talent Solutions Affiliate’s intent to take any action within 15 days after receipt of a notice of a claim; or (ii) proceed in good faith with the prompt resolution of the claim, LinkedIn, with prior written notice to Talent Solutions Affiliate and without waiving any rights to indemnification, including reimbursement of reasonable legal fees and legal costs, may defend or settle the claim without the prior written consent of Talent Solutions Affiliate. Talent Solutions Affiliate will reimburse LinkedIn on demand for all Damages incurred by LinkedIn in defending or settling the claim.

7. Limitation of Liability.

7.1 TALENT SOLUTIONS AFFILIATE ACKNOWLEDGES AND AGREES THAT THE CORPORATE SOLUTION SERVICES ARE PROVIDED AS IS AND THAT EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, LINKEDIN MAKES NO GUARANTEES, CONDITIONS, COVENANTS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

7.2 IN ANY EVENT OTHER THAN FOR INDEMNITY CLAIMS ARISING UNDER SECTION 6 (THIRD PARTY INDEMNIFICATION) OR SECTION 8 (CONFIDENTIAL INFORMATION) NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR COMMERCIAL LOSSES, LOST PROFITS, REVENUES OR LOSS OF DATA FROM ANY CAUSE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES OR LOSSES. TALENT SOLUTIONS AFFILIATE ACKNOWLEDGES THAT NO REPRESENTATION, PROMISE, NOR WARRANTY HAS BEEN MADE TO TALENT SOLUTIONS AFFILIATE BY LINKEDIN REGARDING THE AMOUNT OF COMMISSIONS THAT TALENT SOLUTIONS AFFILIATE MAY EARN PURSUANT TO THIS AGREEMENT.

7.3 THE PARTIES HAVE NEGOTIATED THIS AGREEMENT WITH DUE REGARD FOR THE BUSINESS RISK ASSOCIATED WITH THE ARRANGEMENTS DESCRIBED IN THIS AGREEMENT. IN ANY EVENT OTHER THAN FOR INDEMNITY CLAIMS ARISING UNDER SECTION 6 (THIRD PARTY INDEMNIFICATION) OR SECTION 8 (CONFIDENTIAL INFORMATION), THE LIABILITY OF EACH PARTY FOR DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY LINKEDIN TO TALENT SOLUTIONS AFFILIATE HEREUNDER DURING THE 12-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY.

8. Confidentiality

8.1 Definition of Confidential Information. Each party acknowledges that by reason of its relationship hereunder it will have access to certain information and materials concerning the other party's business, plans, customers, technology, product roadmaps and CSS that are confidential and of substantial value, which value would be impaired if such information were disclosed to third parties ("**Confidential Information**"). The parties agree that all terms, rates and prices set forth in this Agreement are also Confidential Information. Upon request by either party, the other party will advise whether or not it considers any particular information or materials to be confidential.

8.2 Exceptions. Information will not be deemed Confidential Information under this Agreement if it is (a) known to the receiving party prior to its receipt from the Disclosing Party from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) to have become publicly known, except through a breach of this Agreement by the receiving party; (c) to have been entirely independently developed by the receiving party without use of or reference to the Confidential Information of the Disclosing Party. If legally obligated to do so, the receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or applicable law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the Disclosing Party to contest such disclosure or provide for confidential treatment of such Confidential Information.

8.3 Protection and Use of Confidential Information. Each party agrees that it will not use in any way for its own account or the account of any third party, nor will it disclose to any third party, any such Confidential Information obtained by it or revealed to it by the other party. Each party will take every precaution to protect the confidentiality of such information, including, without limiting the generality of the foregoing, all steps customarily taken by such party to maintain the confidentiality of its own confidential information. Talent Solutions Affiliate will not publish or disclose any technical description of the CSS beyond the description published publicly by LinkedIn.

8.4 Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, there will be no further use or disclosure by either party of any Confidential Information provided thereto by the other party, and the receiving party will immediately return or certify that it has destroyed all documents, including electronic documents, and other things containing such Confidential Information in its custody or possession to the party that provided any Confidential Information.

9. Dispute Resolution. The parties will promptly attempt to resolve any issue, dispute or controversy arising out of or relating to this Agreement among themselves. If the parties are unable to resolve the dispute through good faith informal negotiation, they will participate in mediation before an agreed mediator from the International Chamber of Commerce ("**ICC**"). Either party may initiate mediation by providing a written request for mediation to the other Party and to ICC. The request must describe the dispute and the relief requested. The mediation will be scheduled within ten business days after the request. The mediation will take place at an ICC facility in London, England. The parties will cooperate with the ICC and with one another in selecting a mediator from an ICC panel of neutrals and in scheduling the mediation proceedings. The parties will participate in the mediation in good faith. The parties will bear their own expenses in mediation but will share all fees to ICC equally. This Agreement will be governed by and construed in accordance with the laws of England. Any action or proceeding arising from or relating to this Agreement that is unable to be resolved through mediation must be brought in court in London, England and each Party irrevocably submits to the jurisdiction and venue of any such court. In the event of litigation between the Parties arising out of or related to the performance or non-performance of any obligation of any party to this Agreement, the prevailing party will be entitled to recover its reasonable legal fees and costs incurred.

10. General. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. A party's breach or threatened breach of any of its covenants or agreements in this Agreement may cause irreparable injury that is inadequately

compensable in monetary damages. Before, during and after the Term of this Agreement, Talent Solutions Affiliate will not disparage or otherwise make negative public statements about LinkedIn, its employees or its services. Accordingly, the other party will be entitled to seek injunctive or other equitable relief in any court of competent jurisdiction for the breach or threatened breach, in addition to any other remedies in law or equity. This Agreement, orders pursuant to this Agreement, and the Exhibits hereto entered into during the term of this Agreement, constitute the entire agreement with respect to the subject matter between the parties. This Agreement cancels and supersedes any and all prior proposals (oral or written), understandings, representations, conditions, warranties, covenants and other communications between the parties, which relate to the subject matter of this Agreement. This Agreement may not be amended or supplemented except as provided herein and pursuant to a written instrument signed by both Parties except that LinkedIn may discontinue marketing or provisioning the CSS, pursuant to Section 1.1 also that LinkedIn may choose to terminate an Exhibit B and/or issue a new Exhibit B pursuant to Section 2. A party's waiver of any breach of this Agreement by the other party will not constitute a waiver of any rights or any subsequent breach of the same or different provision hereof. Unless otherwise expressly stated in this Agreement, any notices required or authorized to be given will be deemed to have been given when received via certified or registered mail, postage prepaid, or via any other public or private delivery service providing for written acknowledgment of receipt, as set forth under the signature line of this Agreement. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party; provided however that LinkedIn may assign this Agreement, without prior written consent, to a successor in interest in the event of a reorganization, merger, consolidation or sale of all or substantially all of its assets or stock. Any assignment in violation of this Agreement is null and void. The parties agree that electronic signatures are fully binding and enforceable. In case any provision of this Agreement is deemed, by a court of competent jurisdiction or arbitrator, to be unenforceable, such provision will be construed so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of this Agreement; and if such provision is unenforceable, the enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby. In the event of any conflict among this Agreement and any Insertion Order, the terms and conditions of this Agreement will govern.

The parties have duly executed this LinkedIn Hiring Solutions Lead Referral Agreement:

LINKEDIN IRELAND	TALENT SOLUTIONS AFFILIATE
(signature)	(signature)
(print name)	(print name)
(title)	(title)
(date signed)	(date signed)

Addresses for Notice pursuant to Section 12.3:

LINKEDIN	TALENT SOLUTIONS AFFILIATE
LinkedIn Ireland Attn: Legal Dept Gardner House Wilton Place Dublin 2, Ireland	
With a Copy to: LinkedIn Corporation Attn: Legal Dept 2029 Stierlin Court Mountain View, CA 94043	With a Copy to:

EXHIBIT A

Corporate Solutions Services

The CSS for which Talent Solutions Affiliate may refer Clients to LinkedIn include:

Talent Advantage Solutions:

- LinkedIn Recruiter
- LinkedIn RPS
- LinkedIn Jobs
- LinkedIn Talent Direct
- LinkedIn Custom Company Profiles
- LinkedIn Employer Brand Advertising
- InMails

EXHIBIT B – Commission Schedule

Effective only if LinkedIn accepts your application by issuing and delivering to you a signed [Exhibit B](#)