



EXPERTWIRED TERMS & CONDITIONS

Last updated September 3rd, 2021

Terms & Conditions

Welcome to Expertwired, owned and operated by Expertwired B.V., the limited liability company registered at the Dutch Chamber of Commerce under number 77211960 (“Expertwired”). Expertwired provides an online marketplace platform and services that connect users providing information and advice (each “Expert” and collectively, the “Experts”) with users seeking information and advice (each “Client” and collectively, the “Clients”) (collectively, the “Services”), which Services are accessible at www.expertwired.com and any other websites and (mobile) applications through which Expertwired makes the Services available (collectively, the “Site”). By using the Site, you agree to comply with and be legally bound by these terms & conditions (hereafter “Terms & Conditions”), whether or not you become a registered user of the Services. These Terms & Conditions govern your access to and use of the Site and Services and all Collective Content (as defined below) and constitute a binding legal agreement between you and Expertwired. Any breach by you of these Terms & Conditions may result, among other things, in immediate termination of use and access to the Site and Services offered by Expertwired.

In these Terms & Conditions, “you” and “your” refer to the individual or entity that uses the Site or Services and can, unless the context requires otherwise, refer to either Clients or Experts and vice-versa. “We”, “us”, or “our” refer to Expertwired.

Please read carefully these Terms & Conditions and our Privacy Policy, which may be found at www.expertwired.com. If you do not agree to these Terms & Conditions, you have no right to obtain information from or otherwise continue using the Site or Services. Failure to use the Site in accordance with these Terms & Conditions may subject you to civil and criminal penalties.

Modification

Expertwired reserves the right, at its sole discretion, to modify the Site or Services or to modify these Terms & Conditions, including the Service Fee and Other Fees (both as defined below), at any time and without prior notice. If we modify these Terms & Conditions, we will post the modified version on the Site. We will also update the “Last Updated Date” at the top of these Terms & Conditions. Modifications to these Terms & Conditions shall automatically be effective upon posting. By continuing to access or use the Site or Services after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Terms & Conditions. If the modified Terms & Conditions are not acceptable to you, your only recourse is to cease using the Site and Services.



Key Definitions

“Consultation” means the sharing of information by Experts facilitated by Expertwired, including but not limited to, telephone consultation, tele- or videoconference, online survey, direct messaging, or any other digital means of interaction to share knowledge between Client(s) and Expert(s).

“Member” means an individual person or company representative who completes Expertwired’s account registration process as described in the “User Account Registration” section below, and includes, without limitation, Experts and Clients.

“Listing” means an offer by an Expert to provide services via the Site.

“Consultation Fee” means the financial compensation charged to Clients (excluding VAT).

“Expert Fee” means the financial compensation payable to Experts.

“Expert Hourly Rate” means the hourly rate of an individual Expert (set by the Expert him/herself).

“Platform Fee” means the fees charged to Clients for the use of the Site and Services where related to telephone consultation, tele- or videoconference interactions between Client and Expert.

“Base Fee” means the periodic subscription fees charged to Clients for the access to and use of certain features and functionalities on the Site and Services, including but not limited to the (log-in protected) management system.

“Other Rates” mean the rates for the use of the Services not directly related to telephone consultation, tele- or videoconference interactions such as, but not limited to, interview audio files, transcripts, surveys, bespoke research and other consulting services.

“Other Fees” mean the fees charged to Clients for the use of the Site and Services not directly related to telephone consultation, tele- or videoconference interactions between Client and Expert, such as surveys, bespoke research and other consulting services. In the event an effort is required from the Expert, which is other than telephone consultation, tele- or videoconference interactions, a separately agreed compensation to the Expert (not related or based on the Expert Hourly Rate) will be agreed with the Expert.

“Content” means text, graphics, images, music, audio, video, information or other materials.

“Platform Content” means all Content made available through the Site or Services, including any Content licensed from a third party, but excluding Expert Content.

“Expert Content” means all Content that an Expert posts, uploads, publishes, submits or transmits to be made available through the Site or Services and includes, without limitation, professional profile information.

“Collective Content” means Expert Content and Platform Content.



“UAR Content” means all content made available to Expertwired by Expert and Clients related to User Account Registration (“UAR”) including, but not limited to, payment processing data and other specific additional information Expertwired requires to validate your identity as an individual or business and your authority to purchase our Services.

Please note these ‘Key Definitions’ is not a comprehensive list of all definitions in this document and does not deny the existence of other definitions made in this document.

Overview

Expertwired is a network of Experts, often business professionals, business owners, employees and academics in various industries and geographies, that provide consulting services to Expertwired’s Clients via Expertwired’s online marketplace platform. Expertwired’s Clients are institutional investment firms, consulting firms, banks, corporations and others who perform research. Based on Clients’ needs, we will contact appropriate Experts to ascertain whether they are suitable and available for a Consultation in connection with the Client’s needs.

How the Site and Services work

The Site is a platform for users to search, select, and engage in Consultations in order to exchange information with Experts. Users may view, in full or with limitations set at the sole discretion of Expertwired, Collective Content, Expert Hourly Rates, Other Rates and the Platform Fee as an unregistered visitor to the Site and Services; however, if you wish to use the Services, Expertwired might require you to first register to create an account, or might require specific additional information from you to validate your identity as an individual or business and your authority to purchase our Services.

Expertwired’s role is solely to facilitate the availability of the Site and Services and to provide services related thereto, such as Consultation scheduling, payment & messaging integration, Consultation facilitation, Consultation recordings & transcripts and analyses of provided Expert Content. Expertwired does not provide, and is not responsible for the Expert Content or any information or advice exchanged between Clients and Experts during Consultations or otherwise.

User Account Registration (UAR)

Direct Registration: To access certain features of the Site and to create a Listing, you might be required to register to create an account (“Expertwired Account”) and become a Member. You may register directly via the Site or as described in this section.

Third Party Registration: You might also be able to register to join by logging into your account with certain third party social networking sites (“SNS”) (including, but not limited to, Facebook, Twitter and LinkedIn); each such account, a “Third Party Account”, via our Site, as described below.



As part of the functionality of the Site and Services, you may link your Expertwired Account with Third Party Accounts, by either: (i) providing your Third Party Account login information to Expertwired through the Site or Services; or (ii) allowing Expertwired to access your Third Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third Party Account. You represent that you are entitled to disclose your Third Party Account login information to Expertwired and/or grant Expertwired access to your Third Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and conditions that govern your use of the applicable Third Party Account and without obligating Expertwired to pay any fees or making Expertwired subject to any usage limitations imposed by such third party service providers.

By granting Expertwired access to any Third Party Accounts, you understand that Expertwired will access, make available and store (if applicable) any UAR Content that you have provided to and stored in your Third Party Account (“SNS Content”) so that it is available on and through the Site and Services via your Expertwired Account and Expertwired Account profile page. Unless otherwise specified in these Terms & Conditions, all SNS Content, if any, will be considered to be UAR Content for all purposes of these Terms & Conditions. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personal information that you post to your Third-Party Accounts will be available on and through your Expertwired Account on the Site, and Services. Please note that if a Third-Party Account or associated service becomes unavailable, or Expertwired’s access to such Third-Party Account is terminated by the third-party service provider, then SNS Content will no longer be available on and through the Site and Services. You have the ability to disable the connection between your Expertwired Account and your Third-Party Accounts, at any time, by accessing the “Settings” section of the Site and Application.

Please note that your relationship with the third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with such third-party service providers. Expertwired makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement and Expertwired is not responsible for any SNS Content.

We will create your Expertwired Account and your Expertwired Account profile page for your use of the Site based upon the information you provide to us or that we obtain via an SNS as described above. You may not have more than one (1) active Expertwired Account per private individual and/or per corporate legal entity. Subscribers (i.e. Members with a subscription agreement) may have multiple users per Expertwired Account (e.g. for several employees at your company). In such case, there will always be one (1) Admin User with rights and responsibility to manage entitlements of other sub-users.

You agree to provide accurate, current and complete information during the registration process and to update such information to keep it accurate, current and complete. Expertwired reserves the right to suspend or terminate your Expertwired Account and your access to the Site and Services if you create more than one (1) Expertwired Account or if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete. You are responsible for safeguarding your



password when you have been provided with a password that provides access to the log-in section of our Site. You agree that you will not disclose your password to any third party and that you will take sole responsibility for any activities or actions under your Expertwired Account, whether or not you have authorized such activities or actions. You will immediately notify Expertwired of any unauthorized use of your Expertwired Account.

Listings

You (as an Expert) may create Listings to offer your services to Clients. To this end, you may need to provide information regarding the expertise you offer as well as pricing and other (financial) terms applicable to your offering. Listings will be made publicly available via the Site and Services, unless you (as an Expert) opt-out for public listing via our Site.

Clients will be able to schedule and/or request a Consultation with you via the Site and Services based upon the information provided in your Listing or Listings. You understand and agree that once a Client requests a Consultation, the price quoted under your Listing may not be altered.

You acknowledge and agree that you are solely responsible for any and all Listings you post. Accordingly, you represent and warrant that any Listing you post and the agreements you enter into with Clients (i) will not breach any agreements you have entered into with any third parties and (ii) will (a) comply with all applicable laws, Tax requirements, and rules and regulations that may apply to you and (b) not conflict with the rights of third parties. Please note that Expertwired assumes no responsibility for the content of Listings or for any Expert's compliance with any applicable laws, rules and regulations.

You understand and agree that Expertwired is not involved in the interactions between Experts and Clients and does not refer or endorse or recommend particular Experts to Clients. As stated above, Expertwired is not a party to any agreements entered into between Experts and Clients.

Expertwired reserves the right, at any time and without prior notice, to remove or disable access to any Listing for any reason, including Listings that Expertwired, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms or otherwise harmful to the Site or Services. You acknowledge and agree that, as an Expert, you are responsible for your own acts and omissions.

No Endorsement

As stated above, Expertwired does not endorse any of its Experts. In addition, although these Terms & Conditions require Experts to provide accurate information, we do not attempt to confirm, and do not confirm, any Experts purported identity, credentials or accurateness of the Expert Content provided by Experts. You understand and acknowledge that Experts are not employees or agents of Expertwired but are independent contractors (please see section below 'Independent Contractor Status') using the Site and Services to market their expertise to Clients and the public. You acknowledge that Expertwired will not be liable for any loss or damage caused by your reliance on information provided by Experts or information contained in Expert Content.



By using the Site or Services, you agree that any legal remedy or liability that you seek to obtain for actions or omissions of Experts will be limited to a claim against the particular Experts who caused you harm and you agree not to attempt to impose liability on, or seek any legal remedy from Expertwired with respect to such actions or omissions.

Expert Eligibility

You (as a potential Expert) may become an Expert and participate in a Consultation if, and only if, all of the following compliance conditions are satisfied, where:

1. Your membership and participation would not present any conflict of interest.
2. Your membership and participation would not cause you to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, you provide or have provided consulting services).
3. Your membership and participation would not cause you to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, your employer, your previous employers or any company to which, or through which, you provide or have provided consulting services).
4. Your membership and participation would not result in the disclosure of any confidential or proprietary information (including trade secrets) not owned exclusively by you.
5. Your membership and participation would not result in any communication or disclosure to any third party of any material non-public information concerning any public company or security.
6. Your membership and participation would not violate any law, rule or regulation.

You must decline or discontinue participation in any Consultation or interaction with Clients that would result in a violation of any of the conditions above.

You are solely responsible for determining whether you are permitted to join Expertwired and to participate in Consultations. Before applying to join Expertwired, you must review any and all legal agreements that could restrict your ability to participate, including, without limitation, employment agreements, consulting agreements, non-disclosure agreements, employee handbooks, codes of ethics and similar employment policies. You should also consider whether you should obtain consents or waivers from your employer, clients or any other third parties (if applicable, in each instance) to ensure that you are permitted to act as an Expert. An Expert's participation in any Consultation with any Client is at the Expert's sole discretion.

Experts are never obligated to accept or continue any Consultation and may decline to participate or continue to participate in any Consultation at any time.

Your current employment



You agree not to participate in a Consultation if the topic of the Consultation is a company for which you are a current employee, director, trustee, officer, or board member (or for which you hold a similar position) unless you are the proprietor of such company. You further agree that if you were previously employed in the finance or accounting department of a company, you will not consult about that company until four months after termination of your employment. If a public company of which you are an employee, director, trustee, officer, or board member (or for which you hold a similar position) is the target or bidder in a tender offer, or has filed to issue an IPO, you must decline all Consultations until the tender offer is resolved or the IPO is issued.

Competitors

You agree not to consult on a Consultation for a Client that is a direct competitor of a company for which you are a current employee, director, trustee, officer, or board member (or for which you hold a similar position).

Government employees

If you are a government employee and your employer prohibits its employees from participating in outside consulting projects, you may not be an Expert in Expertwired or participate in any Consultation. If you are a government employee who may engage in outside consulting, you agree not to consult about matters presently regulated by the agency or department in which you are employed. You further agree not to consult about any legislation, regulation or policy that you are in a position to vote upon or otherwise influence. You agree not to offer, pay, promise, or authorize, or accept or agree to accept any payment, gift or item of value to or from another person or entity for the purpose of seeking influence, obtaining or retaining business or for any other improper business advantage or purpose.

No investment advice

Expertwired is not a registered investment adviser and cannot transact business as an investment adviser or give investment advice. You agree not to provide to Expertwired or to any Client any investment advice including, without limitation, advice concerning the value of any security or the advisability of buying, selling or otherwise investing in any security.

Healthcare professionals

If you are a healthcare professional, you agree not to disclose any patient or other information prohibited to be disclosed under your relevant jurisdiction defined laws, rules or regulations, or to dispense any medical advice at any time during the course of your service as an Expert. You shall promptly notify us by emailing compliance@expertwired.com if, in your reasonable opinion, a Client is seeking to speak to you for any purpose other than to conduct research (e.g., attempting to obtain medical services or market products or services to you). You agree that you shall at all times comply with federal and/or state anti-kickback laws and other federal and state laws restricting gifts to and relationships with prescribers. You



further represent to Expertwired that you are duly licensed in all jurisdictions in which you are currently practicing, and that you are not listed on any debarment or other central or local government or healthcare (insurance) institutional lists of exclusion in any country. You agree that you will promptly notify Expertwired in the event that any of the representations in this paragraph cease to be true. You understand and acknowledge that certain of our Clients may need to comply with federal and/or state reporting requirements including, without limitation, the **Physician Payments Sunshine Act**, a federal requirement applicable to manufacturers of drugs, biologics, devices and medical supplies to report any payments made to physicians and teaching hospitals to the **Department of Health and Human Services (HHS)** on an annual basis. If you participate in a Consultation for a reporting Client, you agree to provide information for this purpose including, among other things, a unique identifier such as your **National Provider Identifier (NPI)**. You agree that all information that you provide for this purpose will be accurate and complete and acknowledge that such information as well as other information about you and the payment you received may be published on a publicly available and searchable website.

Clinical trial participants and consultants

If you have participated in a clinical trial or provided consulting services to a person or entity, you may have duties or obligations to treat certain related information as confidential. You must satisfy those duties and obligations and any other policies and requirements of such person or entity, your institution(s) and trial sponsors. Under no circumstances may you ever disclose or discuss any confidential information learned in the course of your consulting or clinical trial participation, including patient experience information and trial results, until such information has been made public. If you are a Data Safety Monitoring Board or Clinical Trial Steering Committee member on an ongoing clinical trial, you may not discuss the ongoing trial phase until it is completed and the results are made public.

Attorneys and auditors

If you are an attorney, you agree not to consult about any clients you currently represent or to disclose any information or opinions that would breach any legal or ethical duty you or your firm owes to past or present clients. If you are currently an auditor or formerly an auditor, you agree not to consult about companies or other organizations that you currently audit or have audited within the last three years. If you are an attorney or an auditor in current practice, you represent that you are duly licensed to practice in the jurisdictions in which you currently practice, and that you are in good standing as a member of the Bar or other similar professional board to which you are subject. You agree not to provide any legal or professional services to a Client during a Consultation for that Client.

Legal privilege

In the event that a Client initiates a Consultation involving its legal counsel, it is possible that the Client may wish to assert a claim of legal privilege concerning the Consultation. If such an event occurs, or if you have reason to believe the Client is, should or will involve its legal counsel for such privileges, you shall directly



terminate the Consultation and promptly notify us by emailing compliance@expertwired.com. Expertwired does not allow Consultations on the Expertwired platform for the purpose of a claim of legal privilege and will not be liable to any knowledge shared or interaction that has occurred on the platform with such aim or purpose, even if the knowledge sharing has already taken place or continuous to be taking place without Expertwired's notification thereof by either the Expert or Client.

Anti-corruption; false or misleading information

You shall not offer, give or promise to give any gift, payment, consideration, financial or non-financial advantage to another person directly or indirectly in connection with a Consultation or these Terms & Conditions. You further agree not to accept or agree to accept any gift, payment, consideration, financial or non-financial advantage in exchange for obtaining or retaining business or improperly performing a relevant function. You agree never to disseminate false or misleading information or inaccurately represent your experience, education, employment or knowledge to us or any Clients. You further agree not to mislead or misrepresent yourself to a person for any reason directly or indirectly related to a Consultation or these Terms & Conditions including, without limitation, for the purpose of gathering information from such person for a Consultation.

Prior misconduct

You represent that you have not been convicted of or charged with any felony. You represent that you are not, and have not been, the target or subject of any regulatory or enforcement proceeding brought by any securities, commodities or other financial regulatory authority, self-regulatory organization or other law enforcement body. Should your status change with respect to any of these representations, you shall immediately inform Expertwired.

Compliance acknowledgement

You represent that you understand and have read these [Terms & Conditions](#) and represent that you have reviewed the [Quick Guide to Key Rules](#), [Frequently Asked Questions](#) and the [Compliance](#) page(s) of Expertwired's website at least once during the 12 months prior to each Consultation in which you participate.

Accuracy of information

You are solely responsible for the accuracy and completeness of the Expert Content you provide to Expertwired and you understand that Expertwired, Clients and third parties may and will rely on your Expert Content. You agree to provide us with accurate and up-to-date biographical information on your application and in connection with any further queries, including, without limitation, your current and former employment, and any conflicts or restrictions on your ability to consult. Based on further information from you or other sources, we may amend your Expert Content and you acknowledge that you are under a continuing obligation to monitor the accuracy of your Expert Content and to update changes promptly.



Privacy

You agree that Expertwired may collect, synthesize and retain information about you, from sources including, without limitation, yourself, your activities through Expertwired and third-party sources (hereafter, "Personal Information"). Expertwired will treat Personal Information in accordance with Expertwired's [Privacy Policy](#), which is incorporated by reference. If your membership in Expertwired ends, you agree that Expertwired may preserve Personal Information, provided that Expertwired accords such Personal Information the protections set forth in its then-current Terms & Conditions privacy policies. You agree that Expertwired may use and share Personal Information to, without limitation, contact you concerning your participation in Expertwired, to manage your membership in Expertwired, to administer compliance policies and procedures, including obtaining required approvals and consents for Consultation participation, to market Expertwired's services, and to comply with applicable laws and requests from government authorities. You agree that Expertwired may also utilize Personal Information to manage, improve and promote its business. As part of its compliance screening, Expertwired and its Clients reserve the right to conduct background checks on you, either internally or utilizing third-party services, and to confirm your professional and educational history. You agree that we may disclose Personal Information as required by law, to protect Expertwired's rights, or for the prevention, detection or disclosure of a crime. You also recognize that Clients may be required by law or their compliance policies to disclose Personal Information about their Consultations with you and you authorize Expertwired and its Clients to make such disclosures. Expertwired will not sell Personal Information to third-party marketers or similar organizations, or disclose the Personal Information publicly, unless you provide consent or we determine that it is appropriate in response to a law, regulation, rule, government request, prudential concern or legal process. Expertwired is compliant with the European Union General Data Protection Regulation and consistent with its compliance therewith these Terms and Conditions are modified by the **European Union General Data Protection Regulation and Data Transfer Addendum**, attached below to these Terms and Conditions.

Application of the Terms & Conditions

By becoming an Expert and/or a Client, you represent and warrant to us that you are in compliance with each of the conditions, agreements, acknowledgments, representations, covenants, warranties and other obligations included in these Terms & Conditions. As an Expert, you will be expected to provide information during any Consultation in good faith, to the best of your ability and at all times consistent with these Terms & Conditions.

You understand and acknowledge that each Expertwired employee, affiliate, affiliate employee and Client is an intended third-party beneficiary of these Terms & Conditions and shall therefore have the right to enforce your compliance with them.



In the event a Client asks an Expert or Experts to sign a separate agreement in connection with a particular Consultation facilitated by Expertwired, you understand and acknowledge that it would cause you to violate these Terms & Conditions. You (as an Expert) will deny such agreement and will immediately inform us. Expertwired does not endorse such separate agreements and/or any related documents and disclaims any and all liability for the content shared between Experts and Clients under such separate agreements or any consequences that may arise from or relate to such separate agreements.

We typically do not participate in Consultations between Experts and Clients and shall not be liable or responsible to you in any manner whatsoever for Consultations arranged by us. You are solely responsible for ensuring your continued compliance with the Terms & Conditions. You agree to cooperate fully in any inquiry concerning actual, alleged, or potential violations of these Terms & Conditions.

To encourage the Experts' vigilance and care in complying with these Terms & Conditions, Experts may submit a payment request for a full scheduled duration of the Consultation that they choose to terminate early for the purpose of complying with them. You (as an Expert) must notify Expertwired immediately by emailing compliance@expertwired.com if you terminate a Consultation early for purposes of complying with these Terms & Conditions.

Confidentiality

You shall keep and maintain as strictly confidential, and agree not to communicate, reveal or disclose, all "Confidential Information" of Expertwired or its Clients, without Expertwired's express written permission (which it may withhold in its sole discretion). "Confidential Information" includes any and all nonpublic information, in any form or medium, written, oral or otherwise, concerning or relating to Expertwired, any of its affiliates or any Client, including, but not limited to, the names of any Clients and Clients' employees, questions posed by any Client and the topics discussed, information or materials shared, opinions expressed or work commissioned by Expertwired or any Client. In the event that you are required to disclose Confidential Information under applicable law, you agree to promptly notify Expertwired and to fully cooperate with Expertwired in exercising any right or exemption available to prevent the disclosure of Confidential Information to the extent permitted under applicable law. You shall not use Confidential Information for any purpose other than those specifically permitted by these Terms & Conditions. Without limiting the foregoing, you shall not use Confidential Information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality hereunder shall survive until the Confidential Information becomes generally known to and available for use by the public other than as a result of a disclosure by you or any other person under legal obligation not to disclose the information.



Consultations and Financial Terms for Experts

We expect you to perform all Consultations in a timely, diligent and professional manner consistent with highest industry practice.

Only Consultations with Expertwired Clients individually arranged or explicitly approved by Expertwired are subject to these Terms & Conditions. *You will not be paid for any Consultation with an Expertwired Client that was not individually arranged or explicitly approved by Expertwired in advance*, even if the Consultation was a follow-up to a Consultation that was arranged by Expertwired. If you are invited by Expertwired to perform a Consultation for a Client, you have the ability to either accept or decline the invitation if it entails a Consultation which will be scheduled in advance. Consultations which take other forms of direct consultation requests by Clients, such as, but not limited to, survey questions, will be considered implicitly accepted by you once you provide a response (i.e. share information) via our platform methods of communication (such as messenger or survey/poll responses). You should perform no more than 15 minutes of preparatory work for a Consultation without explicit approval from us. You will not be compensated financially for preparatory work for a Consultation. You are not permitted to invite any third-party to participate in any Consultation without Expertwired's prior written consent. We make no representation regarding the frequency or quantity of Consultation requests that you will receive.

You will be paid based on your Expert Hourly Rate, as set by you and agreed by you and us and/or other rates agreed by you and us. You may change your Expert Hourly Rate at will, but only prior to accepting each Consultation invite and the new rate shall be applicable only to Consultations that occur after your new rate is successfully administrated by our platform.

You will be compensated after successful completion of Consultations with Clients based on the actual duration of the Consultation, with a minimum of one full hour. You will not be compensated for Consultations that did not occur. At the conclusion of each Consultation, Expertwired calculates the appropriate fee (the Expert Fee) payable to you (the Expert) based on the actual duration (in minutes, where partial minutes are rounded up to a full minute and a minimum of 60 minutes applies) of the Consultation times the applicable Expert rate-per-minute based on the Expert Hourly Rate. Payments will be made following the completion of an Expert's Consultation, typically within 30 days following the date of the Consultation, via Expertwired's applicable third-party payment-service-provider or such other payment methods as may be listed on the Site or communicated to you individually. Payments will be made in Euro's. Experts will be solely responsible for the accuracy and completeness of the payment details provided by the Expert.

In Consultations other than telephone consultation, tele- or videoconference interactions between Client and Expert, the Expert might be, but not necessarily will be, entitled to a compensation which is not based on the Expert Hourly Rate but a separately agreed compensation.



You understand and agree that Expertwired may also offer additional Services (and charge other fees) to its Clients in relation to the Consultation between you and Clients and you have no right or claim to any compensation for any of the potential fees charged by Expertwired for these additional Services.

Cancellation policy, client satisfaction and refunds

You (as a Client) may cancel a Consultation without penalty; provided, however, that you have not already initiated the Consultation with the Expert via the Services. After initiation, you (as a Client) may terminate an already initiated audio/video call Consultation without charges being made to you if, and only if the total duration of the call is less than 10 minutes. For audio/video call Consultations which, for whatever reason, are not satisfactory to your specific, anticipated needs we will refund (or will not charge) you the relevant fees in full, provided you (as a Client) have notified us via support@expertwired.com within 12 hours after the completion of the Consultation.

You (as an Expert) may cancel a scheduled Consultation without penalty at any time; provided however, that you have not already initiated the Consultation with the Client via the Services. You will not be compensated for Consultations cancelled by you (as an Expert).

Consultations and Financial Terms for Clients

The amount due and payable by you (as a Client) relating to Consultations with Experts is referred to as the “Consultation Fee” and is for audio/video call Consultations calculated based on the Expert Hourly Rate, the actual duration of the Consultation with a minimum of one hour. Additional Services may be applicable and charged separately.

In consideration of the audio/video call Services, Expertwired charges you (as a Client) a fee (the “Platform Fee”) based on a percentage added to the calculated Expert Fees. The current applicable percentage is twenty percent (20%).

Total fees charged to Clients may be subject to additional charges depending on the payment method chosen.

Subscription fees charged to Clients for the access to and use of certain features and Services of the (non-public) Site can be applicable. Expertwired offers various types of paid subscriptions, for which pre-paid, monthly or annual charges may be applicable, referred to as “Base Fee” and possible other fees, such as for usage limit extension packages. Please refer to our pricing section on the Site for the current applicable rates and Services.



Fees as quoted on our Site, are in Euros (or other currency if indicated). Please note that it is each individual Expert, and not Expertwired, setting their individual Expert Hourly Rate. All fees are stated excluding VAT.

You (as a Client), not Expertwired, are solely responsible for honoring any confirmed Consultations. If you choose to enter into a transaction with an Expert by scheduling or requesting a Consultation via the Site, these Terms & Conditions and other terms, conditions, rules and restrictions associated with such Consultation may apply. You acknowledge and agree that you, and not Expertwired, will be responsible for performing the obligations of any such agreements, and Expertwired is not a party to such agreements and disclaims all liability arising from or related to any such agreements.

You (as a Client) agree to pay Expertwired all applicable Fees due in connection with the use of the Services. In order to initiate a Consultation, you understand and agree that Expertwired reserves the right, in its sole discretion, to obtain a pre-authorization of your credit card or charge your credit card a nominal amount, not to exceed one Euro (€1), in order to verify your credit card. At the end of each Consultation, Expertwired will process and collect the Fees payable in accordance with these Terms & Conditions and the terms of the Listing. Please note that Expertwired cannot control any fees that may be charged to a Member by his or her bank related to Expertwired's collection of the Fees, and Expertwired disclaims all liability in this regard.

In connection with your payment, you will be asked to provide customary billing information such as name, billing address and credit card information either to Expertwired or its third-party payment processor. You agree to pay Expertwired for any consummated Consultations and Services in accordance with these Terms & Conditions, by one of the methods described on the Site. You hereby authorize the collection of such amounts by charging the credit card provided or the other pre-authorized payment processor, either directly by Expertwired or indirectly, via a third-party online payment processor or by one of the payment methods described on the Site. If you are directed to Expertwired's third party payment processor, you may be subject to terms and conditions governing use of that third party's service and that third party's personal information collection practices. Please review such terms and conditions and privacy policy before using the services. Once your transaction is complete you will receive a confirmation email summarizing your confirmed Consultation and/or additional Services.

Independent Contractor Status (for Experts)

It is understood and agreed that any services performed by you (as an Expert) under these Terms & Conditions shall be performed as an independent contractor and consultant, and you further understand and acknowledge that you have no authority to act or speak on Expertwired's behalf or to represent that you have any such authority. You shall not be deemed to be an employee of Expertwired or any of its Clients and you shall not be entitled to any benefits provided by either Expertwired or any of its Clients. You shall not identify yourself to any person or entity as an employee of Expertwired or any of its Clients.



You agree that you shall be personally responsible and liable for any and all taxes and other payments due on payments received by you for services provided under these Terms & Conditions. Nothing in these Terms & Conditions shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between you, Expertwired or its Clients. You represent that you are joining Expertwired in your individual capacity and not as an agent or representative of any entity or individual (including, without limitation, any investment adviser), unless otherwise agreed in writing between Expertwired and such entity or individual.

Termination of membership

As an Expert, you may terminate your membership in Expertwired at any time by providing us with written notice to support@expertwired.com. Likewise, Expertwired may terminate your membership in Expertwired at any time and for any reason without providing notice.

As a Client, your use of our Site and services are by default pay-per-use (without subscription nor related fees for subscriptions such as the Base Fee) and are considered terminated after each occurrence of use. In addition, Expertwired offers paid subscription plans which you will have to purchase separately via our sales team or on our Site. For paid subscription plans, you may terminate your paid subscription with Expertwired at any time with 30 days' notice prior to the end date of your subscription term. The duration of your subscription term is monthly or 12-months and will be automatically prolonged unless Expertwired received your cancellation request by written notice to support@expertwired.com or by cancellation via the Site. Details of your contract can be found in your Expertwired Account settings.

Termination shall not relieve either party of its obligations under these Terms & Conditions intended to survive termination, which include, but are not limited to: Privacy, Application of the Terms & Conditions, Confidentiality, User Conduct, Ownership, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, Governing Law and Venue and Miscellaneous.

User Conduct

You understand and agree that you are solely responsible for compliance with any and all laws, rules, regulations, and tax obligations that may apply to your use of the Site, Services and Content. In connection with your use of our Site and Services, you may not and you agree that you will not:

- violate any local, state, provincial, national, or other law or regulation, or any order of a court, including, without limitation, zoning restrictions and tax regulations;
- use manual or automated software, devices, scripts robots, other means or processes to access, "scrape", "crawl" or "spider" any web pages or other services contained in the Site, Services or Content;
- use the Site or Services for any commercial or other purposes that are not expressly permitted by these Terms & Conditions; copy, store or otherwise access any information contained on



the Site, Services or Content for purposes not expressly permitted by these Terms & Conditions;

- infringe the rights of any person or entity, including without limitation, their intellectual property, privacy, publicity or contractual rights;
- interfere with or damage our Site or Services, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information or similar methods or technology;
- use our Site or Services to transmit, distribute, post or submit any information concerning any other person or entity, including without limitation, photographs of others without their permission, personal contact information or credit, debit, calling card or account numbers;
- use our Site or Services in connection with the distribution of unsolicited commercial email ("spam") or advertisements;
- "stalk" or harass any other user of our Site or Services or collect or store any personally identifiable information about any other user other than for purposes of transacting as an Expertwired Member;
- register for more than one Expertwired account or register for a Expertwired account on behalf of an individual other than yourself;
- contact an Expert for any purpose other than asking a question related to the Services,
- contact a Client for any purpose other than asking a question related to the Services;
- recruit or otherwise solicit any other Member to join third party services or websites that are competitive to Expertwired, without Expertwired's prior written approval;
- impersonate any person or entity, or falsify or otherwise misrepresent yourself or your affiliation with any person or entity;
- use automated scripts to collect information or otherwise interact with the Site or Services;
- use the Site and Services to find an Expert and then complete a transaction independent of the Site or Services in order to circumvent the obligation to pay any fees related to Expertwired's provision of the Services;
- as an Expert, submit any Listing with false or misleading information, or submit any Listing with a price that you do not intend to honor;
- post, upload, publish, submit or transmit any Content that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions



that are threatening to any other person; or (vii) promotes illegal or harmful activities or substances;

- systematically retrieve data or other content from our Site or Services to create or compile, directly or indirectly, in single or multiple downloads, a collection, compilation, database, directory or the like, whether by manual methods, through the use of bots, crawlers, or spiders, or otherwise;
- use, display, mirror or frame the Site, or any individual element within the Site or Services, Expertwired's name, any Expertwired trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without Expertwired's express written consent;
- access, tamper with, or use non-public areas of the Site, Expertwired's computer systems, or the technical delivery systems of Expertwired's providers;
- attempt to probe, scan, or test the vulnerability of any Expertwired system or network or breach any security or authentication measures;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Expertwired or any of Expertwired's providers or any other third party (including another user) to protect the Site, Services or Collective Content;
- forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Site, Services or Collective Content to send altered, deceptive or false source-identifying information;
- attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Site, Services or Collective Content; or
- advocate, encourage, or assist any third party in doing any of the foregoing.

Expertwired will have the right to investigate and prosecute violations of any of the above to the fullest extent of the law. Expertwired may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms & Conditions. You acknowledge that Expertwired has no obligation to monitor your access to or use of the Site, Services or Collective Content or to review or edit any Member Content, but has the right to do so for the purpose of operating the Site and Services, to ensure your compliance with these Terms & Conditions, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. Expertwired reserves the right, at any time and without prior notice, to remove or disable access to any Collective Content that Expertwired, at its sole discretion, considers to be objectionable for any reason, in violation of these Terms & Conditions or otherwise harmful to the Site or Services.

Ownership

The Site, Services, and Collective Content are protected by copyright, trademark, and other laws of the Netherlands and foreign countries. You acknowledge and agree that the Site, Services and Collective Content, including all associated intellectual property rights is the exclusive property of Expertwired and its



licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Site, Services, or Collective Content.

Intellectual Property

(As an Expert) you are solely responsible for the content that you share or create in connection with your performance of services hereunder. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format (hereafter, "IP"), that you provide to Expertwired, Clients or third parties in connection with your performance of such services. IP that you create in connection with any Client Consultation shall be owned by Expertwired and the Client who requested the Consultation, and the Client may use such IP for any purpose permitted under applicable law and that Client's agreement with Expertwired. Any inventions, discoveries or improvements that are based in any way on any IP you create for a Client in the course of a Consultation, and all intellectual property rights in such inventions, discoveries or improvements, shall be owned entirely by the Client. Any IP that you created prior to, or independently of, any Consultation (hereafter, "Expert IP") remains your property. However, with respect to any Expert IP that you share or otherwise provide to a Client in connection with a Consultation, you shall automatically grant Expertwired and that Client a perpetual, world-wide, royalty-free, and transferable license to use such Expert IP. Without limiting the foregoing, you further agree that Expertwired and the Client is free to use any ideas, concepts, know-how, or techniques contained in any IP you share with or otherwise provide to this or these Clients for any purpose whatsoever, including, but not limited to, devising, manufacturing, promoting and selling products and services using such information.

Indemnification

You agree to indemnify and hold harmless Expertwired and its affiliates, and their respective officers, directors, employees and representatives (collectively, the "Expertwired Parties") from any and all actions, causes of action, claims, charges, demands, cost, expenses and damages (including attorneys' fees and expenses) and liabilities of any kind whatsoever directly or indirectly resulting from, arising out of or in connection with your breach or violation of any and all provisions of these Terms & Conditions.

Limitation of Liability

You agree that under no circumstances will Expertwired Parties be liable to you or to any other party for any indirect, incidental, consequential, exemplary or punitive damages arising from or relating to your services and other conduct as an Expert, a Client, Site visitor, Site user or Member or your interactions otherwise with Expertwired Parties, Experts or Clients. Expertwired Parties shall not be liable for any claims against you by third parties. In no event shall the maximum cumulative liability of Expertwired Parties arising from or related to any conduct in connection with these terms and conditions exceed the fees paid by Expertwired to you hereunder for the relevant Consultation or survey in the month such liability is alleged to have arisen.



Expertwired agrees not to seek to impose upon you liability for indirect, incidental, consequential, exemplary or punitive damages based on your performance of services under these Terms & Conditions, so long as such damages do not arise out of or relate to a failure by you to comply with these Terms & Conditions, or conduct that constitutes gross negligence or intentional misconduct. Collectively, the terms in this paragraph constitute the “Limitation of Liability.”

Arbitration, Governing Law and Venue

The validity, interpretation, performance and enforcement of these Terms & Conditions shall be governed by Dutch law without regard to the conflicts of laws principles thereof, and without regard to the geographic location or country of residence of either Clients or Experts.

Any dispute, controversy or claim arising from or relating to these terms and conditions shall be fully and exclusively finally settled by an arbitration held in the Netherlands. you hereby irrevocably and unconditionally waive any rights you may have to a trial by jury with respect to any such dispute, controversy or claim relating to this agreement.

The arbitrator may grant any remedy that he or she deems just and equitable within the scope of this arbitration agreement, except that he or she may not, under any circumstance, grant a remedy inconsistent with or in violation of the Limitation of Liability. The award of the arbitrator shall be final and binding and judgment thereon may be entered in any court having jurisdiction. You hereby unconditionally and irrevocably submit to the jurisdiction of the Netherlands.

Miscellaneous

No failure or delay by either Expertwired in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither these Terms & Conditions nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred, in whole or in part, by operation of law or otherwise, by you without our prior written consent (which consent we may withhold in our sole discretion), and any such assignment, delegation or transfer by you without such prior written consent shall be null and void and of no force or effect whatsoever.

These Terms & Conditions shall be binding upon and inure solely to the benefit of Expertwired, the Expertwired parties and Clients of Expertwired. As used in these Terms & Conditions, the word “including” shall mean “including, without limitation,” in all cases. Whenever possible, each provision of these Terms & Conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms & Conditions is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms & Conditions, and



these Terms & Conditions shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

European Union General Data Protection Regulation (GDPR) and Data Transfer Addendum

This European Union General Data Protection Regulation and Data Transfer Addendum (hereafter “**GDPR Addendum**” or “Addendum”) is part of and modifies the Expertwired **Terms & Conditions** between Expertwired B.V. and the Expert (the user of the Expertwired platform with the purpose of providing information and advice, similar as defined in the Terms & Conditions) or between Expertwired B.V. and the Client (the user of the Expertwired platform with the purpose of seeking information and advice, similar as defined in the Terms & Conditions), whichever is the relevant counterpart (Expert or Client) agreeing to this Addendum. Where there is reference made to Terms & Conditions it means the entire agreement including this Addendum (hereinafter “Agreement” or “the Agreement”). This Addendum is by and between Expertwired B.V, with its principal office at Leidsevaartweg 99, 2106 AS Heemstede, the Netherlands (“Processor” and/or “Data Importer”), on the one hand, and on the other, each individually but not simultaneously, the Expert or the Client (“Controller” and/or “Data Exporter”), the latter having been deemed a party to the Addendum by having been made aware of its contents and electing not to seasonably object. This Addendum is made and entered into as of the date of the agreement to the Terms & Conditions (the “Effective Date”). Controller and Processor are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

For the purposes of this Addendum and unless otherwise stated, the capitalized terms herein shall have the same meaning as the definitions used in the European Union General Data Protection Regulation (“GDPR”) or in the Standard Contractual Clauses for the Transfer of Personal Data to Data Processors established in Third Countries, which are contained in the annex to the “European Commission decision 2010/87/EC of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to processors established in third countries” (“Standard Contractual Clauses” or “Clauses” attached hereto as Annex 1).

This Addendum applies to Personal Data collected from or provided by Data Subjects in the European Union. This Addendum also applies, in relevant part, to any Personal Data that is processed in the EU.

RECITALS

WHEREAS,

pursuant to Processor’s provision of services pursuant to the Agreement, Processor may receive custody of or store, process, or gain access to certain data files that may contain Personal Data as defined by GDPR as further described in Appendix 1 hereto; and

WHEREAS,



the Parties wish to ensure that adequate safeguards are in place with respect to the protection of the privacy of Data Subjects pursuant to GDPR and therefore wish to amend the Agreement under the terms and conditions set forth herein; and

WHEREAS,

European data protection laws require data exporters in EU/EEA countries to provide adequate protection for transfers of Personal Data to non-EU/EEA countries, and such protection can be adduced by requiring the data importers to enter into the Standard Contractual Clauses for the Transfer of Personal Data to Third Countries pursuant to Commission Decision 2004/915/EC of 27 December 2004 (as amended or replaced from time to time).

NOW, THEREFORE,

for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto hereby agree as follows:

AMENDMENTS TO AGREEMENT

1. AMENDMENTS TO AGREEMENT

1.1. Amendment.

The Parties hereby agree that the Agreement shall be amended by adding to the Agreement this Addendum.

1.2. Effect of Addendum.

All provisions of the Terms & Conditions not specifically amended hereby shall remain in full force and effect. In the event of any irreconcilable conflict between the provisions of this Addendum and any provisions of the Terms & Conditions, the provisions of this Addendum shall prevail. Should a provision of this Addendum be or become invalid, the validity of the other provisions of this Addendum shall remain unaffected hereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

1.3. Further Amendments.

The provisions of the Agreement, including the provisions of this clause, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of the Agreement may not be given, without the prior written consent thereto by each Party's authorized representative. No waiver by either Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default,



misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

2. DATA PROCESSING

2.1. Controller Instructions.

Processor shall process Personal Data of Controller only on behalf of and for the benefit of Controller and pursuant to documented instructions from the Controller. The Parties expressly agree and stipulate that the Agreement, including applicable service level agreements or equivalent documents, shall constitute the Controller's written instructions to Processor. Any additional processing instructions must be mutually agreed to in writing by the Parties. Processor shall immediately inform Controller if, in Processor's opinion, an instruction infringes Applicable Law.

2.2. Authority to Transfer to Processor.

Controller represents and warrants that Controller has the authority and right, including consent where required, to lawfully transfer to Processor all Personal Data and any other data or information related to Controller's access or use of the Services.

2.3. Compliance with Applicable Law.

Controller represents and warrants that it shall comply with (i) applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of Personal Data, including, but not limited to, GDPR; (ii) applicable industry standards concerning privacy, data protection, confidentiality or information security including, without limitation the Payment Card Industry Data Security Standard ("PCI DSS"); and (iii) applicable provisions of Processor's written requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, and/or security of Personal Data or applicable privacy policies, statements or notices that are provided to Controller by Processor in writing (collectively, "**Applicable Law**").

3. SUB-PROCESSORS

3.1. Engagement of Sub-processors.

Controller expressly acknowledges and agrees that (a) Processor may retain any entity which is controlled by, controls or is in common control with Processor ("Affiliates") in connection with the provision of the Services; and (b) Processor and Processor's Affiliates respectively may engage other third-party processors in connection with the provision of the Services (collectively, "**Sub-processors**").

3.2. Obligations of Sub-processors.



Any Sub-processors will be permitted to process Personal Data only as necessary to deliver the services for which Processor has retained them, and such Sub-processors are prohibited from processing Personal Data for any other purpose. Such Sub-processors will provide services pursuant to a written agreement containing the same data protection obligations as set forth herein. Processor shall be liable to Controller for the acts and omissions of its Sub-processors to the same extent Controller would be liable if performing the services of each Sub-processor directly under the terms of this Addendum, except as otherwise set forth in the Agreement.

3.3. List of Sub-processors.

Upon Controller's request, Processor shall make available to Controller a current list of Sub-processors for the respective Services with the identities of those Sub-processors ("**Sub-processor List**").

4. CONFIDENTIALITY

4.1. Confidentiality.

Processor will treat Personal Data of Controller as confidential. Processor will ensure that its personnel engaged in the processing of Personal Data of Controller are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities, and are subject to obligations of confidentiality and that such obligations survive the termination of that persons' engagement with Processor.

5. SECURITY

5.1. Security Measures.

Processor shall implement appropriate technical and organizational measures to protect the security, confidentiality, integrity, and availability of Personal Data of Controller.

5.2. Data Breach Notification.

Processor shall promptly notify Controller of any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data of Controller ("Data Breach") after having become aware of such Data Breach. Notification(s) of Data Breaches, if any, will be delivered to Controller's designated contact by means as agreed to by the Parties. It is Controller's sole responsibility to ensure it maintains accurate contact information for purposes of such notification.

6. ASSISTANCE TO CONTROLLER

6.1. Data Subject Rights.



Where possible, and taking into account the nature of the processing, Processor will provide commercially reasonable assistance to Controller for the fulfillment of Controller's obligation to respond to requests for exercising data subjects' rights as set forth in GDPR, Articles 12-23.

6.2. Security and Data Protection Impact Assessments.

Processor will provide commercially reasonable assistance to Controller for the fulfillment of Controller's obligations pursuant to GDPR, Article 32 (security of processing) and Article 36 (prior consultation), as appropriate and feasible with respect to the nature of processing and information available to Processor.

6.3. Audits and Inspections.

Subject to constraints associated with security of systems or integrity of data files related to Processor's operations, Processor shall make available to Controller information necessary to demonstrate compliance with the obligations set forth in GDPR, Article 28. Processor shall allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller. Controller shall reimburse Processor for any time expended for any such on-site audit at Processor's then-current professional services rates, which shall be made available to Controller upon request. Before the commencement of any such on-site audit, Processor and Controller shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Controller shall be responsible. The Parties shall work in good faith to schedule the audit at a time that is mutually beneficial, and so as to avoid unreasonable disruption Processor's business operations. All reimbursement rates shall be reasonable, taking into account the resources expended by Processor. Unless otherwise agreed to in writing by the Parties, Controller shall bear the costs associated with the performance of audits of Processor conducted pursuant to this provision. Controller shall promptly notify Processor with information regarding any non-compliance discovered during the course of an audit relevant to the Services or this Agreement.

7. DATA TRANSFERS

7.1. Transfer to non-EU member States.

Controller expressly acknowledges that some or all of the Services may be provided and/or hosted from within a non-EU member State, a jurisdiction deemed by the European Union to have inadequate legal protections for Personal Data. Controller expressly consents to the transfer of Controller's Personal Data to the non-EU member State or States for purposes of Processor providing the Services and performing its obligations under the Agreement. Such transfers will be conducted pursuant to this Agreement, including Annex 1 (Standard Contractual Clauses).

8. PERSONAL DATA DELETION

8.1. Deletion or Return of Controller Personal Data.

Unless otherwise required by law or unless permitted by applicable industry best practice for the appropriate mitigation of legal risk or to memorialize Controller's intent regarding written instructions, Processor will delete or return Personal Data of Controller within a reasonable time period upon: (i) the end of the provision of services related to processing, or (ii) Controller's lawful, written request.

8.2. Certification.

The Parties agree that the certification of deletion of Personal Data that is described in Clause 12(1) of Annex 1 (Standard Contractual Clauses) shall be provided by Processor to Controller upon Controller's request and as permitted by law.

9. INDEMNIFICATION

9.1. Indemnification.

Controller agrees to indemnify and hold harmless Processor and its Affiliates and their respective current, future and former officers, employees, directors, agents, successors and assigns (collectively, "Processor Indemnitees") from, and at Processor's option defend against, any and all Losses (as defined below) that Processor Indemnitees may incur, to the extent that such Losses arise from, or may be in any way attributable to: (i) any violation of this Addendum; and (ii) the negligence, gross negligence, bad faith, fraudulent acts or omissions, or intentional or willful misconduct of Controller or its personnel in connection with obligations set forth in this Addendum. For purposes of this Addendum, "Losses" means all judgments, settlements, awards, damages, losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), and all related reasonable costs, expenses and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest and penalties).

10. MISCELLANEOUS

10.1. **Counterparts.** This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

10.2. **Duration and Termination.** All notices for termination must be in writing and comply with the procedures for termination set forth in the Agreement. Unless otherwise agreed to in writing by the Parties, this Addendum shall remain in effect until the expiration of the Agreement.

10.3. **Survival of Terms.** The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of this Addendum, including but not limited to, confidentiality obligations, shall survive termination or expiration of this Addendum.

10.4. **Entire Agreement.** This Addendum (which is incorporated into the Terms & Conditions and form an integral part thereof) constitutes the entire agreement and understanding between the Parties and supersedes all prior and contemporaneous verbal and written negotiations,

agreements and understandings, if any, on the specific subject matter of this Addendum, and this Addendum can be modified similarly as the modification provisions stated in the Terms & Conditions.

10.5. **Modifications.** Expertwired reserves the right, at its sole discretion, to modify the Addendum at any time and without prior notice. If we modify this Addendum, we will post the modified version on the Site. We will also update the “Last Updated Date” at the top of these Terms & Conditions. Modifications to this Addendum shall automatically be effective upon posting. By continuing to access or use the Site or Services after we have posted a modification on the Site, you are indicating that you agree to be bound by the modified Addendum. If the modified Addendum is not acceptable to you, your only recourse is to cease using the Site and Services.

10.6. **Severability.** In case any provision in this Addendum shall be invalid, illegal or unenforceable in any jurisdiction that provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Annex 1

Standard Contractual Clauses (processors)

For the purposes of GDPR and Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection, the Data Importer and Data Exporter, as identified in the Agreement, each a “party”; together “the parties”, HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

Clause 1

Definitions

For the purposes of the Clauses:

- (a) ‘personal data’, ‘special categories of data’, ‘process/processing’, ‘controller’, ‘processor’, ‘data subject’ and ‘supervisory authority’ shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;
- (b) ‘the data exporter’ means the controller who transfers the personal data;
- (c) ‘the data importer’ means the processor who agrees to receive from the data exporter personal data

intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) 'the Sub-processor' means any processor engaged by the data importer or by any other Sub-processor of the data importer who agrees to receive from the data importer or from any other Sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) 'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

(f) 'technical and organizational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1. The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.
2. The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.
3. The data subject can enforce against the Sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the Sub-processor shall be limited to its own processing operations under the Clauses.

4. The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

- (a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;
- (b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;
- (c) that the data importer will provide sufficient guarantees in respect of the technical and organizational security measures;
- (d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;
- (e) that it will ensure compliance with the security measures;
- (f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;
- (g) to forward any notification received from the data importer or any Sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;
- (h) to make available to the data subjects upon request a copy of the Clauses and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;
- (i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a Sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and
- (j) that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer

The data importer agrees and warrants:

- (a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;
- (c) that it has implemented adequate technical and organizational security measures before processing the personal data transferred;
- (d) that it will promptly notify the data exporter about:
 - (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,
 - (ii) any accidental or unauthorized access, and
 - (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorized to do so;
- (e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;
- (f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;
- (g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, including a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;
- (h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;
- (i) that the processing services by the Sub-processor will be carried out in accordance with Clause 11;
- (j) to send promptly a copy of any Sub-processor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1. The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or Sub-processor is entitled to receive compensation from the data exporter for the damage suffered.
2. If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his Sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a Sub-processor of its obligations in order to avoid its own liabilities.

3. If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the Sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the Sub-processor agrees that the data subject may issue a claim against the data Sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the Sub-processor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1. The data exporter agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data exporter will accept the decision of the data importer:

- (a) to refer the dispute to mediation, by an independent person or, where applicable, by the relevant supervisory authority in The Netherlands;
- (b) to refer the dispute to the courts in The Netherlands in which the data importer is established.

2. The parties agree that the choice made by the data exporter will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1. The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.
2. The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any Sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.
3. The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any Sub-processor preventing the conduct of an audit of the data importer, or any Sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by under Dutch law.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Sub-processing

1. The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on the data importer under the Clauses¹. Where the Sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the Sub-processor's obligations under such agreement.
2. The prior written contract between the data importer and the Sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the Sub-processor shall be limited to its own processing operations under the Clauses.
3. The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by Dutch law.
4. The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list

shall be available to the data exporter's data protection supervisory authority. This requirement may be satisfied by the Sub-processor co-signing the contract entered into between the data exporter and the data importer under this Decision.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the Sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.
2. The data importer and the Sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and is an integral part of the Agreement.

The EU Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter

The data exporter is (please specify briefly your activities relevant to the transfer):

Either:

In the capacity of 'Expert' (as defined earlier in this document): The Controller (data exporter) has engaged with Data Importer for the opportunity to potentially provide advisory or related services to Data Importer's Clients, in exchange for payment from Data Importer.

Or:

In the capacity of 'Client' (as defined earlier in this document): The Controller (data exporter) has engaged with Data Importer for the opportunity to potentially source advisory or related services from Data Importer's Site and/or Experts, in exchange for payment to Data Importer.

Data importer

The data importer is (please specify briefly activities relevant to the transfer):



Expertwired is the Data Importer. The Controller (data exporter) has engaged with Data Importer for the opportunity to potentially provide (or source) advisory or related services to Data Importer's clients, in exchange for payment from (or to) Data Importer.

Data subjects

The personal data transferred concern the following categories of data subjects:

- Employees (including the self-employed)
- End-users
- Independent Contractors
- Investors
- Research firms
- Consultancy firms
- Owners
- Other relevant individuals pertaining to the business

Categories of data

The personal data transferred concern the following categories of data:

- Company name
- Names
- Email address
- Street Address/Mailing Address
- Phone numbers
- IP addresses
- Browser cookies
- Device Ids
- Geo-location/ timezone
- Other information provided at the discretion of the Controller or Data Subject
- Other information necessary to operate the business and provide services and support to the Controller
- Associated information linked to personal data

Special categories of data (if appropriate)

The personal data transferred concern the following special categories of data:

None.

**Processing operations**

The personal data transferred will be subject to the following basic processing activities:

The data provided relevant to the listed data subjects is used to allow the Processor to provide services and support to the Controller in the ordinary course, including engaging in communications for a variety of business related purposes, legal compliance (including GDPR compliance and memorializing written instructions) and other relevant, anticipated business uses within the scope of the Agreement.