



EXPERTWIRED TERMS & CONDITIONS (EXPERTS)

Last updated April 12th, 2022

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”, “Terms” or “T&C”), 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).

“Other Fees” mean the fees paid to Experts for their consultation services provided not directly related to telephone consultation, tele- or videoconference interactions between Client and Expert. This could include consults 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

By becoming a member to our network via our website your Expert profile is generated and populated with the information you provide to us (i.e. your ‘Listing’). To this end, you may need to provide additional



information regarding the expertise you offer as well as pricing (e.g. hourly rate) and other applicable information to complement your Listing. Listings will be made publicly available via the Site and Services unless you (as an Expert) opt-out for public listing via our Site. You can opt-out by sending an email to privacy@expertwired.com.

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 the information included in your Listing and information you share with Clients in relation hereto (e.g. via direct messaging with Clients and answers to vetting questions) which is integrally part of your Listing. 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 you 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 you. You understand and acknowledge that you are not an employee or agent of Expertwired but are an independent contractor (please see section below 'Independent Contractor Status') using the Site and Services to market your expertise to Clients and the public. You acknowledge that Expertwired will not be liable for any loss or damage caused by our website User's and Client reliance on information provided by you or information contained in Expert Content.

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) on 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** (found on Expertwired's website). 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**, which form an integral part of these Terms and Conditions.

Application of the Terms & Conditions

By becoming an Expert 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" to Expertwired or its Clients. "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 of 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 (publicly stated) Expert Hourly Rate at will, but the new rate will only be applicable to Client Consultations that initiated and occurred 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 payment of one full hour (60 minutes). You will not be compensated for Consultations that did not occur. In the event of a 'late show' by you as an Expert for scheduled consultations, you will be paid for the actual duration of the call (i.e. only for the remaining minutes in the scheduled hour).

After 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. Any applicable bank transfer costs will be at the expense of the Expert.

Incomplete information provided

In the event the payment details provided by the Expert are incomplete, we cannot process your payment and the payment term only applies from the moment we have received the payment details in full.

Incorrect payment information provided

In the event the payment details provided are incorrect, we cannot be held responsible by the Expert for not receiving the payment. In such event, we will only proceed with resending the payment with newly provided payment details if and only if we have been able to successfully reclaim/reimburse the original



payment from our processing bank. If the payment has not been able to reclaim after 3 months, or the Expert has not provided us with payment details within 3 months after the consultation, the Expert loses his/her right of receiving the consultation fee.

Other Fees

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 & rescheduling

You (as an Expert) may cancel a scheduled Consultation without penalty at any time prior to the scheduled time of the Consultation; 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).

Late-show

In the event you (as an Expert) are a so-called 'late-show' (within 10 minutes) to a scheduled Consultation you will be paid only for the actual duration of the call. If the client is a late-show to a scheduled Consultation you will be paid for the full 60 minutes.

No-show

In the event you (as an Expert) are a so-called 'no-show' to a scheduled Consultation you will not be paid. Expertwired regards Experts to be a 'no-show' if in the 10 minutes from the start of the scheduled timeslot for the Consultation the Expert is not dialing in or logging in to the audio/video call and has not notified us (Expertwired) via alternative means. If technical difficulties are preventing Experts to dial-in due to a technical failure caused by the Expertwired platform, we advise Experts to directly notify us. In such event the Consultation will be rescheduled.

In the event the Client is a no-show, you will be paid 20% of the Expert Fee by Expertwired as a courtesy compensation of making yourself available for the Consultation.

Mismatch & false representation



After initiation, Clients may terminate an already initiated audio/video call Consultation within the first 10 minutes of the Consultation if your experience is a clear mismatch with the Client's search requirements or if an Expert has falsely represented his/her experience. In the event of a mismatch the Expert will get paid 20% of the Expert Fee by Expertwired as a courtesy compensation of making him/herself available for the Consultation. In the event of falsely representation by the Expert no obligation to pay the Expert arises.

Expertwired reserves the right, at any time and without prior notice, to remove your membership to Expertwired that Expertwired, in its sole discretion, resulting from inappropriate professional behavior of Experts in respect of cancellations, no-shows or false representation of professional experience.

Independent Contractor Status

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.

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.

Site User Conduct



Using our Site and Services you agree to comply with and be legally bound by these User Conduct terms as set out below and forms an integral part of our Terms & Conditions, this entire agreement.

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 User Conduct Terms; copy, store or otherwise access any information contained on the Site, Services or Content for purposes not expressly permitted by these User Conduct Terms;
- 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 fully investigate and prosecute violations of any of the above at the fully extend of the law. Expertwired may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. 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, 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 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

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, Experts, 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 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 created by Experts prior to, or independently of, any Consultation (hereafter, "Expert IP") remains the property of the Expert. However, with respect to any Expert IP that is shared or otherwise provided 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 shared with or otherwise provided 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.

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 your liability for indirect, incidental, consequential, exemplary or punitive damages based on your performance of services under these Terms, so long as such damages do not arise out of or relate to a failure by you to comply with these Terms, 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 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 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 shall be binding upon and inure solely to the benefit of Expertwired, the Expertwired parties and Clients of Expertwired. As used in these, the word “including” shall mean “including, without limitation,” in all cases. Whenever possible, each provision of these Terms shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms 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, and these Terms shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.