

This **Connected Expertise Expert Agreement** (the “Agreement”) is a contract between you as an Expert and Connected Expertise (both as defined below).

Connected Expertise is an online marketplace and platform that offers you, as an Expert, the opportunity to provide your professional services to Connected Expertise’s clients.

Under this Agreement, Connected Expertise provides services to you by sourcing relevant opportunities to offer services and functioning as the payment processor for you and our clients. Before any services are provided to clients, a formal engagement agreement will be finalized between the relevant parties, setting out details of the appropriate services and applicable fees.

**1. USE OF THE PLATFORM BY THE EXPERT (There is no fee associated with joining this platform as an expert.)**

- The Expert shall apply online to Connected Expertise for access to the Connected Expertise may but is not obligated to allow the Expert to access the Platform, register their contact and professional information, and enter correspondence with Clients to provide Engagement Services to such Clients. Connected Expertise reserves the right at its sole discretion to refuse access to the Platform to the extent that the Expert needs to provide sufficient, complete, or satisfactory registration or professional details. On admission to the Platform, the Expert is granted a limited, non-exclusive right to use the Platform solely to connect with Clients for the execution of Engagement Services.
- Connected Expertise shall connect the Expert with suitable Engagements on the Platform in response to a Brief, and the Expert may propose an Engagement to the relevant Client.
- Once the Expert and Client have agreed to the terms of an Engagement, the Expert shall enter into an Engagement Agreement with the Client using the Platform.
- The Expert shall not at any time agree or entice any Client to agree to terms for the provision of Engagement Services to Clients outside of the Platform unless Connected Expertise expressly agrees otherwise in writing.
- The Expert shall notify Connected Expertise immediately if a Client on the platform suggests agreeing to Engagement Services outside the Platform. A breach such as this shall constitute a material breach. The Expert shall pay to Connected Expertise, on-demand, or Connected Expertise may deduct from any payment dues to the Expert 25 percent of the fees for the relevant Engagement Services (or other services provided by the Expert as the case may be) as liquidated damages. The parties confirm that this sum is reasonable and proportionate and represents a genuine pre-estimate of Connected Expertise’s loss concerning the Expert’s use of the Platform and the provision of the Engagement.
- While Connected Expertise endeavors to make the Platform available to Expert, it does not guarantee it will always be available.
- The Expert shall keep a secure password for the use of the Platform. The Expert shall not access, store, distribute, or transmit any viruses on the Platform or any material that is unlawful, harmful, threatening, defamatory, obscene, or racially offensive or that facilitates any illegal activity, and Connected Expertise reserves the right, without liability or prejudice to the Expert, to disable the Expert’s access to the Platform if the Expert breaches this. The Expert shall not access or use the Platform for any purpose other than as set out in this Agreement and shall not access all or any part of the Platform to build a competing service.

**2. PAYMENT OF THE EXPERT FEE**

- Where applicable, the Expert Fee for the specific Engagement Services shall be agreed upon by the Client and the Expert and set out in the relevant Engagement Agreement, along with any pre-agreed expenses claimable by the Expert. All amounts shall be specified and paid in the currency stated in the Engagement Agreement, which will be in US dollars. The Expert shall notify Connected Expertise of the Expert Fee and any amendment to the scope of the Engagement Services and applicable Expert Fee must be agreed upon by the Expert and Client in writing or via the Platform. Where the Expert Fee is charged periodically through an Interim Engagement, the Expert shall prepare a summary of the Expert Fee for the Engagement on or before the end of an Engagement Term and submit the Expert Fee to the Client.
- The Expert shall submit an invoice to Connected Expertise for the Expert Fee and copies of receipts for any claimable expenses at intervals specified in the Engagement Agreement.
- Connected Expertise shall charge the Client, and the Client shall pay the Expert Fee and Connected Expertise’s Fee per the terms of the Connected Expertise Client Agreement and Expert’s invoice.
- Save in respect of a dispute arising under clause 3.5, Connected Expertise shall pay the Expert Fee to



the Expert within 30 days of the receipt of the Expert's invoice provided that Connected Expertise has received payment of the corresponding amount from the Client and approval of the Expert Fee.

- If the Client objects to the claimed amount, Connected Expertise shall inform the Expert as soon as is reasonably practicable, and the Expert shall co-operate fully, in good faith, and in a timely fashion with Connected Expertise to enable Connected Expertise to establish the work completed by the Expert concerning the Engagement.
- If the Expert receives payment for all or part of the Expert Fee and/or expenses directly from the Client, the Expert shall immediately notify Connected Expertise, giving full details of the amounts received. Such amounts shall be deemed to have been paid by Connected Expertise to the Expert and shall be set off against the amounts that would otherwise have been due by Connected Expertise to the Expert under this Agreement.

### 3. STATUS

- The relationship of the Expert to Connected Expertise shall be that of an independent contractor. Nothing in this Agreement shall render them an employee, worker, agent, or partner of Connected Expertise, and the Expert shall not hold themselves out as such.
- This Agreement constitutes a contract for the provision of services and not a contract of employment, and accordingly, the Expert shall be fully responsible for and shall indemnify Connected Expertise for and in respect of:
- Any income tax, National Insurance, and social security contributions, and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with the performance of the Engagement Services, where the recovery is not prohibited by law. The Expert shall further indemnify Connected Expertise against all costs, expenses, and any penalty, fine, or interest incurred or payable by Connected Expertise in connection with or in consequence of any such liability, deduction, contribution, assessment, or claim and
- Any liability arising from any employment-related claim or any claim based on or related to worker status (including all costs, expenses, legal fees, and any penalty, exemplary, or interest incurred or payable by Connected Expertise in connection with or in consequence of any such liability, deduction, contribution, assessment or claim) brought by or on behalf of the Expert against Connected Expertise arising out of or in connection with the provision of the Engagement Services, use of the Platform or otherwise.
- Connected Expertise may satisfy such indemnity (in whole or in part) by deduction from any payments due to the Expert.

### 4. DUTIES AND OBLIGATIONS OF THE EXPERT

- The Expert shall provide the Engagement Services approved by the Client and as set out in the Engagement Agreement.
- During the Engagement Term, the Expert shall provide the Engagement Services with all due care, skill, and ability and use their best endeavors to promote the Client's interests. The Expert shall comply with all applicable laws in the provision of the Engagement Services, including any Client policies that are notified to the Expert by the Client.
- If the Expert cannot provide the Engagement Services due to illness or injury, the Expert shall advise the Client and Connected Expertise of that fact as soon as reasonably practicable. To avoid doubt, no Expert Fee shall be payable under clause three (3) regarding any period during which the Engagement Services are not provided unless otherwise stated in the Engagement Agreement.
- During the Engagement Term, the Expert shall use reasonable endeavors to ensure they are always available on reasonable notice to provide information as the Client may require.
- Unless expressly authorized to do so by the Client in writing, the Expert shall not:
  - Have any authority to incur any expenditure in the name of or for the Client's account or hold themselves as having authority to bind the other party.

### 5. OTHER ACTIVITIES

- Nothing in this Agreement shall prevent the Expert from being engaged, concerned, or having any financial interest in any capacity in any other business, trade, profession, or occupation during the Engagement Term provided that:
  - Such activity does not cause a breach of any of the Expert's obligations under this Agreement or any Engagement Agreement.



## 6. TERM

- This Agreement shall commence on the Expert's application to access the It shall continue until either party gives the other party one month's written notice to terminate, such notice to expire on or after the end of any ongoing Engagement Term.
- Notwithstanding clause 7, either party may terminate this Agreement immediately in accordance with clause 8.

## 7. DEFAULT AND EARLY TERMINATION

- Without affecting any other right or remedy available to it, Connected Expertise may terminate this Agreement with immediate effect (and with no liability to make any further payment to the Expert other than in respect of amounts accrued before the termination date) by giving written notice to the Expert if:
  - the Expert commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of receipt of notice in writing to do so,
  - the Expert repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect the terms of this Agreement,
  - the Expert is, in the reasonable opinion of Connected Expertise or the relevant Client, negligent or incompetent in the performance of the Engagement Services;
  - the Expert makes any arrangement with or for the benefit of its creditors, has a liquidator, receiver, administrator, administrative receiver, manager, trustee, or similar officer appointed over any of its assets, ceases, or threatens to cease, to carry on business, or (being an individual) is the subject of a bankruptcy petition or order, or any event occurs, or proceeding is taken, concerning the Expert in any part of the world that has an effect equivalent or similar to any of the events mentioned in this paragraph (e); or
  - the Expert commits any fraud or dishonesty or acts in any manner which, in the opinion of Connected Expertise, brings, or is likely to bring, the Expert or Connected Expertise or a Client into disrepute or is materially opposed to the interests of Connected Expertise or a Client.
- The rights of Connected Expertise under clause 1 are without prejudice to any other rights that it might have at law to terminate this Agreement or to accept any breach of this Agreement on the part of the Expert as having brought the agreement to an end. Any delay by Connected Expertise in exercising its rights to terminate shall not constitute a waiver of these rights.

## 8. OBLIGATIONS AND EFFECT OF TERMINATION

- On the termination of this Agreement or any Engagement Agreement:
  - the Expert's license to the Platform shall immediately terminate, and the Expert shall cease use of the Platform;
  - the Expert shall immediately deliver to the Client all Client property or Client confidential information in its possession or control and, where requested, shall sign a statement that it has complied fully with the obligations under this clause.
- Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.
- Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.

## 9. ANNOUNCEMENTS

- Neither party shall make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent

jurisdiction.

#### 10. DATA PROTECTION

- Connected Expertise will collect and process information relating to the Expert in accordance with its privacy notice.

#### 11. CONFIDENTIAL INFORMATION, INTELLECTUAL PROPERTY, and NON-DISCLOSURE

- Both the Expert and Connected Expertise acknowledge that, during their engagement and access to the platform, they may have access to each other's confidential information or intellectual property, as well as confidential information of Connected Expertise. Confidential information includes but is not limited to, information related to the business, affairs, customers, clients, or suppliers of Connected Expertise or the Client.
- Both the Expert and Connected Expertise acknowledge that through the provision of Engagement Services and access to the Platform, they may access each other's confidential information or intellectual property. In addition to any provisions outlined in the Engagement Agreement, the Expert acknowledges and agrees that it shall not at any time use or disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of Connected Expertise or a Client, or use such information for any purpose other than for its obligations under this Agreement or any applicable Engagement Agreement. This restriction does not apply to:
  - any use or disclosure authorized by a Client or Connected Expertise or required by law;
  - any information already in, or comes into, the public domain otherwise through the Expert's unauthorized disclosure.
- All Parties agree that they shall not, at any time during or after the term of their engagement, use or disclose to any third party, directly or indirectly, any confidential information received from the other Party or Connected Expertise, except as required for the fulfillment of their obligations under this Agreement or any applicable Engagement Agreement.
- Notwithstanding the above, either Party may disclose confidential information to their employees, contractors, or agents who have a legitimate need to know such information for the purpose of fulfilling their obligations under this Agreement or any applicable Engagement Agreement. In such cases, the Party making the disclosure shall ensure that such individuals are bound by confidentiality obligations no less restrictive than those contained in this Agreement.

#### 12. WARRANTIES

- The Expert warrants and represents that all information it gives or has given to Connected Expertise in connection with this Agreement, including without limitation regarding their identity, personal details, qualifications, training, and experience, is true, accurate, and complete.
- The Expert agrees to update and keep updated Connected Expertise and the Client if there is any change to the information provided in accordance with clause 13.

#### 13. EXPERT'S LIABILITY

- Both the Expert and Connected Expertise shall have personal liability. They shall mutually indemnify each other in respect of all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs, calculated on a full indemnity basis, and all other reasonable professional costs and expenses) suffered or incurred by either party arising out of or in connection with any breach of the terms of this Agreement by either party, including any negligent or reckless act, omission, or default in the provision of the Engagement Services for a Client. Both parties shall accordingly maintain in force during the term of this Agreement complete and comprehensive Insurance Policies for mutual protection.

#### 14. LIMITATION OF LIABILITY

- Nothing in this Agreement shall limit or exclude Connected Expertise's liability for:
  - death or personal injury caused by its negligence or the negligence of its personnel, agents, or subcontractors;



- fraud or fraudulent misrepresentation; and
- any other liability that cannot be limited or excluded by applicable
- Connected Expertise shall have no liability to the Expert whatsoever regarding any Engagement other than for the payment of any Expert Fee received from Clients under this Agreement. The Expert agrees that its sole course of action in connection with any Engagement (other than in respect of the payment of Expert Fees received from Clients under this Agreement) shall be against the relevant client.
- Connected Expertise gives no warranties whatsoever to any Client, Engagement, or Platform. It shall have no liability to the Expert for any acts or omissions of any Client, or the employees, officers, or agents of any Connected Expertise does not guarantee that the use of the Platform will result in Engagements and has no obligation to provide the Expert with any connection to Clients other than in accordance with this Agreement.

#### **15. ENGAGEMENT AND OTHER DEALINGS**

- Neither party shall assign, transfer, mortgage, charge, declare a trust over, or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed, provided that Connected Expertise shall have the right to assign this Agreement to a subsidiary, holding or parent company (and any of their subsidiaries) of Connected Expertise on prior written notice to the Expert.

#### **16. NO PARTNERSHIP OR AGENCY**

- Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between the parties, constitute any party the agent of the other party, or authorize any party to make or enter into any commitments for or on behalf of the other party.
- Each party confirms it is acting on its own behalf and not for the benefit of any other person.

#### **17. ENTIRE AGREEMENT**

- This Agreement constitutes the entire agreement between the parties regarding the subject matter and any Engagements, and it extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- Where the Expert has signed both an online and a physical contract, the terms of the online contract shall prevail.

#### **18. INSURANCE**

- The Expert shall maintain at its sole expense adequate Insurance Policies covering the performance of the Engagement Services by the Expert.

#### **19. VARIATION**

- No variation of this Agreement or any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each party.

#### **20. THIRD PARTIES**

- The terms of this Agreement, including but not limited to clause 12 and clause 13, are enforceable against a person acting on behalf of the Expert in any Capacity.
- Except as expressly provided in clause 21.1, no person other than a party to this Agreement, their successors, and permitted assignees shall have any right to enforce any of the terms of this Agreement.

#### **21. ASSIGNMENT AND OTHER DEALINGS**

- The Expert shall not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any of its rights and obligations under this Agreement.
- Connected Expertise may at any time assign, mortgage, charge, declare a trust over, or deal in any



other manner with any or all its rights under this Agreement.

**22. SEVERANCE**

- If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. The relevant provision or part-provision shall be deemed deleted if such modification is impossible. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid, and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

**23. FORCE MAJEURE**

- Neither party shall be liable to the other party due to any delay or failure to perform its obligations under this Agreement due to a Force Majeure Event.

**24. GOVERNING LAW AND JURISDICTION**

- This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed by the law of the United States.
- Each party irrevocably agrees that the courts of the United States shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

**25. COUNTERPARTS**

- This Agreement may be signed in duplicate, each of which, when signed, shall be original, and all the duplicates together shall constitute the same agreement. Faxed or scanned signatures shall be as effective as original signatures.

X \_\_\_\_\_



# Signature Certificate

Document name: Expert

Unique Document ID: 3A29F9C1796D5A75EBF0252763041A0CD4C692DD

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

October 17, 2023 1:09 am  
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## Audit

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le@connectedexpertise.com IP 73.106.185.13



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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