

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

Connected Expertise is an online marketplace and platform that allows clients to connect and engage with experts registered with Connected Expertise.

Under this Agreement, Connected Expertise provides (i) access to the Connected Expertise platform and (ii) a service whereby Connected Expertise will facilitate your interactions with Expert.

1. USE OF THE PLATFORM BY THE CLIENT

The Client shall apply online for access to the Platform. Connected Expertise may, but is not obligated to, allow the Client to access the Platform, register their contact details and professional information, and enter correspondence with Expert to engage that Expert. Connected Expertise reserves the right at its sole discretion to refuse access to the Platform to the Client to the extent that the Client provides insufficient, incomplete, or unsatisfactory registration or professional details. On admission to the Platform, the Client is granted a limited, non-exclusive right to use the Platform solely to connect with the Experts.

The Client shall not at any time agree or entice any Expert to agree to terms of engagement outside of the Platform unless Connected Expertise expressly agrees otherwise in writing. While Connected Expertise endeavors to make the Platform available to the Client, it does not guarantee it will always be available.

The Client shall keep a secure password for access to the Platform. The Client 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. Connected Expertise reserves the right to disable the Client’s access to the Platform without liability or prejudice to the Client if the Client breaches this clause. The Client 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. POSTING A PROJECT

The Client shall provide Connected Expertise with the following information, either directly through using the Platform or by providing the information to Connected Expertise to input the information onto the Platform:

- the type of project you are posting,
- whether the project is on the Client’s premises, remote, or a hybrid project,
- the type of work the Expert would be required to do,
- the proposed budget for the project,
- the proposed project start date and estimated time to complete,
- the experience, training, qualifications, key deliverables, and any authorization that the Client considers necessary and any expenses payable by or to the

3. THE CHARGES

Connected Expertise Platform Fees

The Client will pay a Connected Expertise Platform fee of 25% (of the Experts Fee) on all projects in accordance with this agreement unless expressly agreed otherwise in writing.

Connected Expertise Expert Fees

The Client will pay the Connected Expertise Expert Fee for services rendered by our approved Experts based on the project bid and acceptance displayed on the platform.

Connected Expertise, acting as a collection agent for the Expert, shall invoice the Client for the Expert Fee and the Platform Fee in accordance with the Project agreement, and the Client shall pay such invoice within 15 days.

If the Client objects to the value of an invoice, the Client shall inform Connected Expertise as soon as is reasonably practicable and shall cooperate fully, in good faith, and in a timely fashion with Connected Expertise to enable Connected Expertise to establish the work completed by the Expert. The Client agrees to be held by the conclusions reached by Connected Expertise on the work completed by the Expert and agrees



to pay the Expert Fee accordingly.

Connected Expertise shall invoice these Fees upon completion of the Project or the completion of a billable Milestone. All milestones must be defined in the project details. The Client shall pay Connected Expertise within 15 days of the invoice date.

If the Client fails to make any payment due to Connected Expertise under this Agreement by the due date, then the Client shall pay interest on the overdue amount at 2 percent of the invoice amount. Such interest shall accrue daily from the due date until receipt of payment of the overdue amount and the accrued interest.

4. INTRODUCTIONS TO THIRD PARTIES

All introductions are confidential and personal to the Client. The Client shall be liable to pay the Connected Expertise Fee if the Client or a member of the Client's staff refers the Expert to another company (including any of the Client's subsidiaries, associated companies or holding company) and the Expert is employed or engaged in any capacity by that other company.

5. CONFIDENTIALITY

Each party undertakes that it shall not, at any time during this Agreement, or for a period of two years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party or any member of the group of companies to which the other party belongs, except as permitted by clause 10.2.

Each party **may** disclose the other party's confidential information:

- to its employees, officers, representatives, or advisers who need such information to carry out the party's obligations under this Agreement. Each party shall ensure that its employees, officers, representatives, or advisers to whom it discloses the other party's confidential information.
- No party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement.
- The Client consents and allows Connected Expertise to use the Client's name and logo for the purposes of advertising and marketing Connected Expertise's business.

6. TERM AND TERMINATION

This Agreement shall commence on the Commencement Date and shall continue unless terminated earlier in accordance with this agreement, until either party gives to the other party no less than 30 Business Days' notice to terminate.

Without affecting any other right or remedy available to it, Connected Expertise may terminate this Agreement with immediate effect by giving written notice to the Client if:

- the Client commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 21 days of receipt of notice in writing to do so; and
- the Client 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 it having the intention or ability to give effect to the terms of this Agreement.

The rights of Connected Expertise under clause 11.2 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 client's part 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.

7. CONSEQUENCES OF TERMINATION

Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry 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.



Termination of this Agreement shall not affect the validity of any Engagement Agreement entered before the termination date. To avoid doubt, the Client's responsibility to pay any Expert Fee and/or Connected Expertise fee to Connected Expertise in respect of an Engagement Agreement shall continue after termination of this Agreement.

Early termination of this Agreement will result in the client being liable for all unpaid charges accrued up until the termination date for the work completed by the Expert under the Engagement Agreement.

The Client's license to use the Platform shall cease upon termination of this Agreement.

8. LIMITATION OF LIABILITY

Nothing in this Agreement shall limit or exclude Connected Expertise's liability for:

- death or personal injury caused by its
- fraud or fraudulent misrepresentation; and
- any other liability which cannot be limited or excluded by applicable

Connected Expertise shall not be liable to the Client, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- loss of profits;
- loss of sales or business;
- loss of agreements or contracts;
- loss of anticipated savings;
- loss of or damage to goodwill; and
- any indirect or consequential

Connected Expertise's total liability to the Client, whether in contract, tort (including negligence), breach of its statutory duty, or otherwise, arising under or in connection with this Agreement, shall be limited to the Connected Expertise Fee paid by the Client in the preceding 12 months in respect of the Project that gives rise to the liability.

Each party acknowledges that in entering into this Agreement, it does not rely on and shall have no remedies in respect of any oral or written statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement, and waives all rights and remedies which might otherwise be available to it in respect thereof, save in respect of liability arising as a consequence of fraud or fraudulent misrepresentation.

No warranty or representation, express or implied, is given in respect of any Expert Introduced and Connected Expertise does not in any way guarantee the Expert's performance or accepts any liability for any loss, expense, damage, or delay however occasioned arising from the Introduction of the Expert or his/her employment with or engagement by the Client.

9. ANNOUNCEMENTS

No party shall make or permit any person to make any public announcement concerning this Agreement without the prior written consent of the other parties (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 COMPLIANCE

All information relating to the Client is confidential and subject to the Data Protection Policies or any applicable statutory or regulatory provisions and all United States regulations in force from time to time, including, but not limited to, General Data Protection.

All information is provided solely to provide Expert introductions to the Client with a view to the Client entering into a Project Agreement with the Expert. Such information must not be used for any other purpose nor divulged to any third party, and the Client must abide by the provisions of always receiving and processing the data.



11. WARRANTIES

Each party warrants that it has full capacity, and a person entering into this Agreement on behalf of a corporate body warrants that they have full authority to enter and perform this Agreement.

The client warrants and represents that all information it gives or has given to Connected Expertise or the Expert in connection with this Agreement is true, accurate, and complete.

12. NON-SOLICITATION

The parties agree that neither of them will either on their own account or in partnership or association with any person, firm, company or organization, or otherwise and whether directly or indirectly during, or for a period of six months from, the end of the term of this Agreement, solicit or entice away or attempt to entice away or authorize the taking of such action by any other person, any key executive or employees of the other party who has worked on the services provided under this Agreement at any time during the term of this Agreement.

13. 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 being 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 client.

14. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter any commitments for or on behalf of any other party.

Each party confirms it is acting on its own behalf and not for the benefit of any other person.

15. ENTIRE AGREEMENT

This Agreement and each Brief constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

Where the Client has signed both an online and a physical contract, the terms of the physical contract shall prevail.

16. THIRD-PARTY RIGHTS

No one other than a party to this Agreement, their successors, and permitted assignees shall have any right to enforce any of its terms.

17. 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.

18. HEALTH AND SAFETY

The Client shall, as reasonably practicable, ensure that the Expert's working conditions are safe and do not

pose a risk to health nor cause damage to the environment.

19. FORCE MAJEURE

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

20. 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 in accordance with 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).

X _____

Signature Certificate

Document name: Client

Unique Document ID: E743E579FFB92C91F6677CB3623384D92B2D78C5



Timestamp

October 11, 2023 12:17 am
EDT

Audit

Client Uploaded by Le Smith -
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This audit trail report provides a detailed record of the online activity and events recorded for this contract.