



# Platform Agreement

Version 2.2 - June 2021

The following agreement provides for the use of expert consulting services facilitated by Collective IQ Group Ltd (trading as "Arbolus"), and, such services to be supplied to clients of Arbolus (each a "Client") by consultant experts (each an "Expert"). Each Client of Arbolus and any Expert supplying consulting services to that Client facilitated by Arbolus are required to enter into an agreement with terms identical to this Platform Agreement.

## 1 Definitions

"Affiliate" - any legal entity controlled by or under common control with the Client

"Arbolus" - as the trading name of Collective IQ Group Ltd. (a UK registered company)

"Client" - the entity that has executed this Agreement

"Confidential Information" - all confidential and proprietary information of a party disclosed to the other party, whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary within fifteen (15) days of disclosure to the receiving party or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed.

"Content" - any materials posted or made available on the Platform

"Engagement Agreement" - an agreement between the Client and the Expert in the form of the Schedule hereto or in such other form as expands on but does not detract from the terms set out in the Schedule hereto

"Expert" - a consultant who has executed an agreement with terms identical to this Agreement and who may be introduced by Arbolus to the Client as a part of the Service and with whom the Client may agree to enter into an Interaction under the terms of an Engagement Agreement

"Fees" - any fees, commissions, deal incentives / bonuses payable by the Client to Arbolus including any applicable VAT or other applicable taxes

"Interaction" - any form of engagement between the Client and the Expert, facilitated by Arbolus on behalf of the Client. An Interaction may be short or long term in nature and take any form (including a direct message via the platform, remote interaction via phone / web conference, an in-person meeting or information provision in the form of any Work Product)

"Material Non-Public Information" - any information about certain aspects of a company, that is inside information that has not yet been made public but that will have at least a small impact on the company's share price once released. Material Non-Public Information is automatically included within the definition of Confidential Information.

"Personal Information" - any information facilitating the identification of a Client or Expert such as but not limited to, name, address or phone number. Personal Information shall be automatically included within the definition of Confidential Information

"Platform" - the Arbolus platform at [www.arbolus.com](http://www.arbolus.com)

"Project" - A specific business issue of a Client requiring the services of the Expert

"Project Scope" - The detailed description and information surrounding the requirements of a Project

"Service" - Any service delivered by Arbolus either directly to the Client or through the Platform

"Work Product" - all intellectual property, inventions, discoveries, designs, developments, methods, modifications, improvements, ideas, products, processes, algorithms, databases, computer programs, formulae, techniques, know-how, trade secrets, graphics or images, and audio or visual works and other works of authorship, whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by an Executive for a Client during the term of this Agreement or a specific Project Scope.

## 2 Scope of this agreement:

### 2.1 Status of Arbolus

- 2.1.1 Under this Agreement and through the Platform, Arbolus facilitates introductions between Clients and Experts for the purpose of the latter providing education and insights based on their experience and non-confidential information to the former.
- 2.1.2 Arbolus will act as a coordinator and/or payment processor for paid Interactions.
- 2.1.3 All Interactions shall be in accordance with this Agreement and the relevant Engagement Agreement.

### 2.2 Status of Client

The Client acknowledges that the principal role of Arbolus under this Agreement is to introduce an Expert to the Client and that any Interaction between the Client and such Expert following such introduction is governed by an Engagement Agreement creating a direct contractual relationship between Client and Expert.

### 2.3 Status of Expert

- 2.3.1 The Client acknowledges that any Expert engaged by it by way of an Engagement Agreement is acting as an independent contractor and is not an employee, representative or agent of Arbolus. Equally an Expert understands its capacity as an independent contractor, and as such will have no claims to benefits arising from employment status to either Arbolus or the Client. An Expert shall not provide advice or recommendations on investments and, if a lawyer, may only provide general legal information and not legal advice. No such Expert shall have an attorney-client relationship with the Client.
- 2.3.2 An Expert shall not reveal, and a Client shall not knowingly seek out from such Expert, any Material Non-Public Information or Confidential Information concerning any company or entity with which such Expert has or has had a consulting, advisory, employment or other relationship.

### 2.4 Engagement Agreements

- 2.4.1 No services may be provided by an Expert to a Client unless they have entered into an Engagement Agreement.
- 2.4.2 The Client and such Expert acknowledge that the terms of this agreement are incorporated into such Engagement Agreement.
- 2.4.3 The Client and such Expert acknowledge that, if there is any conflict between the terms of this Agreement (as incorporated into such Engagement Agreement) and any other term of such Engagement Agreement, the terms of this Agreement (as so incorporated) shall prevail.

## 3 Confidentiality and Data Use

- 3.1 Each of Arbolus, the Client and the Expert agrees to protect Confidential Information. This includes but is not limited to, sensitive data, and Personal Information relating to the disclosing party (including name, contact information and professional profile), the identity of the Client or Expert, information about Projects and Interactions, information about any actual or potential business, investment or trading decisions transacted or made by the Client, the terms and conditions of this and any Engagement Agreement, any Content, any Work Product, and any other non-public or proprietary information of Arbolus or the Client or the Expert.
- 3.2 During the term of this Agreement and for a period of three (3) years thereafter (or five (5) years with respect to Content and Work Product), the receiving party agrees to protect the confidentiality of the Confidential Information of the disclosing party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information; provided that a receiving party may disclose Confidential Information of the disclosing party to its own employees, agents and/or representatives who have a need to know such Confidential Information for the purposes of this Agreement or to legal, financial or other professional advisors who are providing professional services to the receiving party (in each case only on the basis that they are bound to protect such Confidential Information as required hereby).
- 3.3 Should the Client at any point become aware of Material Non-public Information, it is required to make the appropriate disclosure to any relevant authority and ensure that such Material Non-public Information is handled appropriately.
- 3.4 Neither the Client nor the Expert shall use Confidential Information in breach of its obligations under this Agreement for the purpose of profit.

- 3.5 The Client shall own all Work Product provided to it, and such Work Product can be used how the Client sees fit – including using and applying in its business the opinions and insights it obtains during Interactions, but it may not identify or quote the Expert or attribute insights or opinions to the Expert or Arbolus without the prior written consent of the Expert or Arbolus as the case may be.

## 4 Fees, Expenses and Taxes

### 4.1 Client/Expert engagement

- 4.1.1 Each of the Client and the Expert agrees that from the date of the first Interaction facilitated by Arbolus, all further Interactions between Arbolus and the Expert must go through Arbolus, unless otherwise agreed by Arbolus, the Expert and the Client. This condition remains for 24 months. Arbolus will be entitled to its share of any fees through these engagements.
- 4.1.2 Where the Client and Expert have direct dealings during this period which are not facilitated by Arbolus, Arbolus reserves the right to charge the Client fees retrospectively on becoming aware of such direct dealings.

### 4.2 The Client

- 4.2.1 The Client will incur fees for usage of Arbolus's Services as set out in the Commercial Schedule unless otherwise agreed between the Client and Arbolus. An Expert's fee rate will be shown on the Platform and/or set by an Arbolus representative and will be made explicit in the Engagement Agreement.
- 4.2.2 The Client will be invoiced by Arbolus for fees incurred on a monthly basis and shall pay the invoiced amount within 30 days from the invoice date. For the avoidance of doubt, all payments received by Arbolus are non-refundable except in accordance with this Agreement.
- 4.2.3 Fees are payable free of any withholding or deduction in respect of any taxes or duties. If the Client is required by law to withhold or deduct tax from a fee and such withholding tax or deduction is not reduced or removed, Arbolus shall be entitled to increase the amount of such fee so that Arbolus receives and retains after any such withholding or deduction a net sum equal to the amount of fees such Client originally owed to Arbolus.
- 4.2.4 If the Client elects to pay such fees by credit card, it authorises Arbolus (a) to run, or have run, credit card authorizations on such credit card; (b) to store such credit card details as the default method of payment for Services; and (c) to charge such credit card in payment of such fees.

### 4.3 The Expert

- 4.3.1 An Expert will only be remunerated for services provided to the Client under an Engagement Agreement where such services are designated by Arbolus in writing in advance as paid services.

Where Arbolus initially contacts an Expert and undertakes a telephone vetting call to determine such Expert's eligibility for a Project or to discuss a particular Scope, such contact merely constitutes an attempt at determining such Expert's potential suitability, and no remuneration will be due to such Expert for such contact.

In the case of early termination of an Engagement Agreement, the Client will be liable to pay any Fees incurred up to that termination date, and the Expert will only be eligible for Fees that relate to work already carried out.

Following any such vetting discussion with Arbolus, the Client may wish to undertake an introductory call or send messages via the platform to such Expert in order to assess their relevance for the Project in question. Such communication is for the purposes of the Client undertaking vetting, and no remuneration will be due to such Expert for such introductory call.

- 4.3.2 An Expert will not be compensated for preparation time, wait time or time set aside if an Engagement Agreement is not executed or if it is executed but no information is provided under it to the Client.
- 4.3.3 Where an Engagement Agreement provides for an Interaction to be charged at an hourly rate, unless otherwise confirmed to the Expert by Arbolus in writing in advance, remuneration for Interactions lasting part of an hour will be prorated with no minimum. For example, where an Interaction takes 45 minutes, the Expert will be compensated at 75% of the agreed hourly rate.
- 4.3.4 Payment of remuneration due to an Expert under an Engagement Agreement for an Interaction will be made by Arbolus within 10 working days of Arbolus receiving payment from the Client for such Interaction.
- 4.3.5 Arbolus will collect the Expert's banking information in order to process payments to such Expert for paid Interactions. The Expert agrees that Arbolus may keep and process such information in so much as is necessary to process payment for paid interactions.

- 4.3.6 The Expert is solely responsible for paying tax and National Insurance Contributions in respect of payments made to such Expert for the services provided by it under an Engagement Agreement.

#### 4.4 General

- 4.4.1 Fees will be invoiced either in USD or GBP. When receiving funds in these currencies, the Expert will receive the full amount agreed by it with Arbolus. If the Expert wishes to have funds paid into an account denominated in a different currency, Arbolus will arrange for the currency exchange to be made and the Expert agrees that any cost of such currency exchange will be incurred at its expense and deducted from such funds.
- 4.4.2 Neither the Client nor Arbolus has any responsibility for any expenses incurred by the Expert unless such expenses have been agreed in writing in advance by the Client or Arbolus (as the case may be).

### 5 Representations, Warranties and Undertakings

#### 5.1 Arbolus

- 5.1.1 Arbolus makes no representation to any Expert as to the frequency of work, and Arbolus cannot guarantee that such Expert will be selected by a Client to engage in an Interaction resulting in fees receivable by such Expert.

#### 5.2 Client

- 5.2.1 Each Client represents and warrants to Arbolus that:
- 5.2.1.1 It has the capacity to be bound by the terms of this Agreement, and is either not prohibited or limited in any way from using the Services, or, to the extent the Client's right to act as a user of the Services is limited in any way, it has obtained all necessary consents or waivers to receive services;
- 5.2.1.2 Any individual that has been nominated to execute this Agreement or to use the Platform or to enter into an Interaction is duly authorised to do so and to bind such Client and will comply with the terms of this agreement; and
- 5.2.1.3 all information provided is true and correct to the best of such Client's knowledge.
- 5.2.2 Each Client undertakes to Arbolus that:
- 5.2.2.1 it will only provide information to the Expert and Arbolus that such Client is not prohibited from providing; and
- 5.2.2.2 it will notify Arbolus of any direct approach by an Expert to such Client with the intention of receiving payments for Interactions from such Client directly and that it will not make direct payments for Interactions to such Expert but only through and as invoiced by Arbolus.
- 5.2.3 Each Client acknowledges and undertakes that it will be responsible for any breach by any of its Affiliates of any agreement such Affiliate enters into with terms identical to this Agreement or of any Engagement Agreement such Affiliate enters into that incorporates such terms.

#### 5.3 Expert

- 5.3.1 Each Expert warrants to Arbolus that it is not prohibited from acting as Expert.
- 5.3.2 Each Expert undertakes to Arbolus that:
- 5.3.2.1 it will not provide information to the Client or Arbolus where such provision is prohibited by law or contract;
- 5.3.2.2 it will not provide information to the Client or Arbolus if it is an employee of any entity or person being examined in the Client Project Scope or if involvement by such Expert in such project would result in the Expert having a conflict of interest or being in breach of any legal obligation; and
- 5.3.2.3 it will notify Arbolus of any direct approach by a Client to such Expert with the intention of making payments for Interactions to such Expert directly and that it will not accept direct payments for Interactions from the Client but only from and as invoiced by Arbolus.

### 6 Intellectual Property and Licence to use the Platform

- 6.1 Each Client and Expert acknowledges that the Platform design is protected by intellectual property laws, agrees that Arbolus and/or its licensors own all right, title and interest in and to the Platform (including all intellectual property rights therein or related thereto) and agrees not to take any action(s) inconsistent with such ownership interests.

- 6.2 Any intellectual property rights in feedback or suggestions made by a Client or Expert for modifications or upgrades to the Platform incorporated by Arbolus will belong to Arbolus. Each Client and Expert hereby assigns to Arbolus any and all right, title and interest that it may have in and to any and all such feedback or suggestions.
- 6.3 Arbolus hereby grants each Client and Expert a personal, non-exclusive, non-transferable, revocable, limited license (without the right to sublicense) to access and use the Platform for the licensee's internal business purposes only, and subject to the limitations set forth in this Agreement. Each Client may share materials, including opinions, surveys and insights it obtains from the Expert during Interactions, as well as the background of the particular Expert (including the Expert's name and title), with its Affiliates and with its internal business partners for its own internal business purposes; provided that such Affiliates and internal business partners shall be bound by, and the Client shall be fully responsible for their compliance with, the terms and conditions of this Agreement.
- 6.4 The limited rights granted in 7.3 above to access and use the Platform comprise a limited license and do not constitute the sale of any software program or other intellectual property.
- 6.5 Each Client and Expert agrees that it will not use the Services or Platform for fraudulent purposes or to engage in any offensive, indecent or objectionable conduct and acknowledges that any breach of this section may result in legal proceedings.

## 7 Content Ownership

- 7.1 Each of the Client and Expert represents and warrants that it owns all right, title and interest in or has a valid license to all Content posted or made available by it. Arbolus acknowledges such ownership or licence and agrees not to take any action inconsistent with such ownership or licence. Each of the Client and Expert hereby grants Arbolus and its affiliates a worldwide, non-exclusive, royalty free, fully paid, transferable, sub-licensable, perpetual, and irrevocable license to copy, modify, display, perform, distribute, create derivative works of and otherwise use de-identified and aggregated Content, in connection with the operation and promotion of the Platform.
- 7.2 Each of the Client and Expert acknowledges and agrees that Arbolus may preserve and/or disclose such Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any of such Content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Arbolus, its affiliates, officers, employees, representatives and agents, as well as other Platform users and the general public.
- 7.3 Each of the Client and Expert is solely responsible for all Content posted or made available by it and agrees not to upload or share any Content which prohibited by applicable law or otherwise inappropriate. Such Content would include but is not limited to: Protected Health Information under United States law, Content that infringes any third-party intellectual property rights, Material Non-Public Information, or content containing software viruses. Arbolus has the right but not the obligation to monitor Content posted on the Platform and reserves the right to remove any Content it deems inappropriate in any way.
- 7.4 Arbolus reserves the right to delete all Content after 30 days from the conclusion of any Projects.

## 8 Privacy and Cookie Policy

- 8.1 Arbolus is committed to safeguarding the privacy of those with whom it interacts, including its Clients, its Experts and third parties who visit its websites.
- 8.2 The Privacy and Cookie Policy set out on the Platform at [arbolus.com/privacy-policy](https://arbolus.com/privacy-policy) sets out how Arbolus collects and processes Personal Information gathered from the Platform and through other channels. If a Client or Expert provides Personal Information to Arbolus (either via the Platform, in person, over the phone or by email or by other means of electronic communication), such Client or Expert agrees to the processing set out in such Privacy and Cookies Policy.
- 8.3 Arbolus may change or update such Privacy and Cookie Policy from time to time without notice and any such changes will take effect from the time the revised version is available on the Platform. Arbolus therefore requests Clients and Experts periodically to review this agreement to ensure understanding of, and agreement with, the latest Policy.

## 9 Disclaimer and Indemnity

- 9.1 Arbolus will not be liable to the Client for any acts or omissions of any Expert except as outlined in this Agreement.
- 9.2 Arbolus will not be liable to the Expert for any acts or omissions of the Client including any failure to pay a fee except as outlined in this Agreement.



- 9.3 Arbolus does not supervise, direct or control Interactions facilitated over the Platform and as such, makes no representations and will in no way be responsible for the quality, safety or legality of information exchanged in Interactions. Arbolus cannot guarantee the ability of the Expert to deliver services, or that the Expert can or will actually complete an assignment.
- 9.4 Arbolus will not be liable for the information exchange between the Client and the Expert, and the Client acknowledges that it assumes full responsibility for all information in this regard, except that Arbolus will be liable to the Client to the extent of Arbolus's recklessness, negligence, fraudulent or wilful misconduct in carrying out its responsibilities under this Agreement.
- 9.5 The Expert agrees that, unless expressly agreed by Arbolus in writing in advance, the provision of information to the Client on the remuneration terms set out in the Engagement Agreement, will not create any right by such Expert to any benefits accrued by such Client as a result of such information.
- 9.6 If a Client uses the Services or the Platform to share Work Product and Personal Information, that Work Product and Personal Information will be made available to such Client's employees or contractors with whom such Client agrees to share such information. These users, and not Arbolus, will be responsible for the privacy and security of such Client's Work Product and Personal Information in accordance with the terms of any arrangement, including, without limitation, any non-disclosure agreement entered into with these users.
- 9.7 The Client should not make business decisions based on the view of the Expert, and neither Arbolus nor the Expert will be liable for damages in the event of an unsound business decision unless otherwise specified in this Agreement. The Client agrees and understands that information provided by the Expert can in no way be construed as investment advice.
- 9.8 Arbolus makes no representations as to the reliability, capability, qualifications, backgrounds and identities of any Experts. Arbolus will endeavour to provide an Expert's profile information, third party reviews and credentials but cannot guarantee the truth or accuracy of listings and disclaims any and all liability relating thereto unless otherwise specified in this Agreement.
- 9.9 Such data is solely based on information provided to Arbolus by Experts and is purely made available to Clients for their own convenience. The Client undertakes to cross check the validity of all such information.
- 9.10 In no event shall any party be liable to the other party, or to any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Services or this Agreement, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. In particular, Arbolus will not be liable for any damages relating to loss of opportunities if any business event does not materialise following the engagement of an Expert. Neither Arbolus, nor any of its Experts, provides any guarantees of outcomes and as such will accept no liability in this regard.
- 9.11 The total aggregate liability of a party hereunder for any claim arising out of or in connection with this Agreement will not exceed the Fees payable by Client for the Interaction in respect of which such liability arises.
- 9.12 Each party agrees to indemnify and hold harmless the other party, its group and its affiliates, officers, employees, representatives and agents (each, an "Indemnified Party") from any and all claims, actions, damages, liabilities, costs, and expenses (including, but not limited to, reasonable legal fees and all related costs and expenses) arising from or relating to:
- 9.12.1.1 the use of Services or of the Platform;
- 9.12.1.2 the Work Product;
- 9.12.1.3 any Services provided under this Agreement;
- 9.12.1.4 Content under this Agreement; and
- 9.12.1.5 any violation of this Agreement or of the Engagement Agreement.

## 10 Term & Termination

- 10.1 This Agreement may be terminated by either party on 30 days written notice delivered to Collective IQ Group Ltd., Saxon Gate, Upper Lambourn, Hungerford, RG17 8QH, United Kingdom. Termination of this Agreement shall be without prejudice to any other rights or remedies of each of the parties hereto, hereunder or at law, and will not affect any accrued rights or liabilities of each of the Parties at the date of such termination.
- 10.2 Clauses 3, 4, 5, 6, 8, 9 and 11 and any other provision that might reasonably be contemplated or intended to operate or have effect after termination of this Agreement shall survive termination of this Agreement.

## 11 Dispute Resolution

11.1 Each of the Client and the Expert agrees that in the event of any dispute between them or between any of them and Arbolus, it will first contact the other of them or Arbolus as the case may be and make a good faith sustained effort to resolve the dispute amicably and efficiently. If after a reasonable time, the parties to the dispute are for any reason unable to resolve the dispute, any party may take such further steps as it considers appropriate to resolve the dispute, including the initiation of court proceedings.

## 12 General

### 12.1 Entire Agreement

This Agreement and the Schedule hereto form the entire agreement and understanding of the parties relating to its subject matter and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them.

In the event that there is a conflict between this Agreement and any other agreement between the parties, the terms of this Agreement shall prevail.

### 12.2 Governing Law

This Agreement shall be governed by English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.

### 12.3 Notices and variation of terms

Variations or additions to this Agreement may at times be necessary and the Client and Expert will be made aware of such variations by a notice on the Platform or via email communication. It is the responsibility of each of the Client and the Expert to familiarise itself with such changes and continued use of the Services represents implied agreement to the amended Agreement.

### 12.4 No Waiver

The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that party's right to enforce or exercise it later, unless that party issues an express written waiver, signed by a duly authorized representative of that party.

### 12.5 Severability

If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties.

### 12.6 Assignment

This Agreement shall be binding upon and will inure to the benefit of the parties' respective successors and assigns. Either party shall be entitled to assign or transfer any or all of its rights and obligations under this Agreement with the prior written consent of the other party.