



Updated: February 17, 2022

CLIENT AGREEMENT & TERMS AND CONDITIONS

PLEASE READ CAREFULLY AND EXECUTE ELECTRONICALLY BY INDICATING YOUR ACCEPTANCE USING THE CHECK BOX ON YOUR CLIENT DASHBOARD IN THE SEERSITE APPLICATION. YOU WILL RECEIVE AN ELECTRONIC COPY OF THIS POLICY UPON ACCEPTANCE. **THESE TERMS AND CONDITIONS ARE LEGALLY BINDING.** ANY BREACH BY YOU OF THESE TERMS AND CONDITIONS MAY RESULT IN, AMONG OTHER THINGS, IMMEDIATE TERMINATION OF YOUR ABILITY TO USE AND/OR PARTICIPATE IN SEERSITE.

Your participation in Seersite is subject to this agreement and the following terms and conditions (“Terms & Conditions”). These Terms & Conditions supersede all prior versions of the Terms & Conditions previously in effect between you and Seersite, LLC and/or any of its affiliates (collectively “Seersite”). You agree that your use of any Seersite websites and applications currently available or which may be introduced by Seersite, and used by you in the future are subject to their respective terms of use, except to the extent those terms conflict with these Terms & Conditions, in which case these Terms & Conditions shall take priority.

MODIFYING AND TERMINATING OUR SERVICES, THIS AGREEMENT, AND THESE TERMS AND CONDITIONS

We are constantly changing and improving Seersite. We may add or remove functionality or features, and we may suspend or terminate portions of the website, applications, or our service altogether at any time and without notice. We may change or update these Terms & Conditions. We will provide notice of updates on Seersite for a reasonable period of time after changes are made. Your continued use of Seersite shall constitute acceptance of the updated Terms & Conditions. Please review them regularly directly from your Client Dashboard (“Dashboard”) or you may request a copy via email by sending your request to compliance@seersite.com. Your participation in Seersite is completely voluntary. You can stop using Seersite at any time.

OVERVIEW

Seersite is a digital peer to peer expert network which connects clients seeking unique insights with the individuals, research providers, sources, and frameworks best able to provide them, in a compliant marketplace environment. Seersite attracts industry professionals, academics, researchers and consultants from a variety of industries and backgrounds (“Experts”) who are willing to offer their public and non-confidential knowledge, expertise, insights and perspectives to Clients through one on one paid consultations, surveys, virtual panels, and other forms of engagements. Each Expert is required to complete Seersite’s Compliance Module before they are permitted to interact with ANY client in ANY way. A copy of Seersite’s Expert Compliance Module questionnaire can be made available to a Client upon request. Similarly, in order for any firm to become a Client of Seersite, they must review and agree to these Terms & Conditions before being permitted to use the service.

Seersite clients (“Client” or “Clients”) can include any organization (and employees thereof) which regularly perform research and purchase research and data services. Seersite’s Clients typically include investment firms, venture capital and private equity firms, analysts at banks and brokerage firms, management consultants, corporations, and governmental and non-governmental organizations.

Through Seersite’s web and mobile applications (the “Seersite Platform”), Clients have the opportunity to identify, vet and ultimately interact with Seersite Experts in a variety of ways. Most commonly this is through private one on one phone consultations (“Engagements”) scheduled through the Seersite Platform. Clients begin by requesting expertise in a specific area directly from their Dashboard. These requests contain a description of the topic, company or industry they are seeking insights about (“Subject”), the types of experts and/or



companies they would like to speak with (“Targets”), and screening questions (“Screeners”) to which they request qualified Expert candidates respond, in order to further assess if such experts are suitable to engage in a one on one consultation with them.

In addition, there are other ways in which Clients and Experts can interact (“Other Activities”) through the Seersite Platform. These Other Activities include (but are not limited to):

- Purchasing Syndicated Content (for example an Expert’s or analyst’s research created outside of Seersite, structured or unstructured data sets, and/or other forms of content of a similar nature created by Experts and/or their employers and which has been approved for distribution to Clients);
- Sponsoring private/bespoke, embargoed or distributable Crowd Sourced Surveys and Polls;
- Sponsoring Prediction Market questions and/or receiving updates from current Seersite Prediction Market questions directly on Clients’ Dashboards or disseminated in others ways by Seersite;
- Requesting custom research projects (“Custom Engagement”);
- Attending virtual panel discussions, conferences or online webinars and discussions with other Seersite clients;
- Assembling and maintaining [a] Virtual Analyst or Virtual Analyst team.

Seersite, in its sole discretion, may add, amend or terminate Other Activities.

CLIENT PARTICIPATION IN SEERSITE - POLICIES & GUIDELINES

By agreeing to these Terms & Conditions, you represent that you are required to:

- register with Seersite through the Seersite application (accessible from www.seersite.com);
- review and accept these Terms & Conditions;
- regularly re-attest to your compliance with these Terms & Conditions prior to posing your questions, asking follow-up questions, or requesting to participate in ANY Engagement or Other Activity through the Seersite Platform.

You confirm that you are not prohibited or limited in any way from using the Seersite Platform, to posing your research questions, or to participating in Engagements and/or Other Activities with Experts, by any contract (e.g. employment, consulting, confidentiality, compliance policies, or non-disclosure agreements), your current employer’s policies or codes of conduct, or any similar policies or obligations that limit your conduct in any way.

If you work for an investment manager or any other type of investment company, by agreeing to these Terms & Conditions, you confirm that you have provided your compliance officer or chief operating officer’s contact information and that Seersite has been approved by your company and that you are permitted to participate in Engagements and/or Other Activities.

Furthermore, to the extent your ability to use the Seersite Platform is limited in any way, you confirm that you have obtained the necessary consents or waivers to use the Seersite Platform. It is your responsibility to determine whether you are permitted to join Seersite and use the Seersite Platform and to request Engagements and/or Other Activities with Experts and to decline or terminate your involvement if you are unable to comply with these Terms & Conditions.

CLIENT PARTICIPATION ON THE SEERSITE PLATFORM

You agree to act in good faith, in a professional manner, to the best of your ability, and in accordance with these Terms & Conditions and all applicable laws and regulations at all times during your participation on the Seersite Platform and when involved in Engagements and/or Other Activities with Experts.

YOU MUST DISCONTINUE PARTICIPATION IN ANY ENGAGEMENT AND/OR OTHER ACTIVITY THAT WOULD RESULT IN A VIOLATION OF THESE TERMS AND CONDITIONS, ANY APPLICABLE LAW,



YOUR OBLIGATIONS TO CURRENT OR PAST EMPLOYERS OR ANY THIRD PARTY, OR THAT WOULD PRESENT A CONFLICT OF INTEREST.

Seersite understands that some of its Clients are investment firms which act, primarily, as investment advisors and invest in securities on behalf of itself and the accounts it advises, and that these Clients do not want to be provided with any material, non-public information or any information which either Seersite or the Expert is under any duty to maintain as confidential (further defined below) and that these Clients will use the insights, knowledge and perspectives gained when making their investment decisions.

For further clarification:

During the course of any Engagement or Other Activity with Experts you **SHALL NOT request that the Expert disclose CONFIDENTIAL INFORMATION**. Confidential Information shall include:

- **Material Non-Public Information (MNPI)**, including MNPI related to ANY company, security, industry, or pending government action or legislation;
- **Proprietary Information**, including trade secrets, copyrighted information, or business information belonging to an Expert's past or current employers, companies for whom they may have consulted, or any other third party;
- Information that the Expert has a duty or has **agreed to keep confidential** (e.g. by contract, fiduciary duty, etc.);
- Information that was disclosed to the Expert to which the Expert was permitted access under the **expectation or assumption that the Expert would keep it confidential**; and
- Information **an Expert believes may be confidential**, or which an objective third party would **reasonably consider to be Confidential**.

Additionally, you will not ask an Expert to disclose any information that he/she would otherwise be prohibited from disclosing under applicable law or which might result in their breach of any regulatory, legal, ethical, or professional standard or rule.

You further agree and understand the following:

- If the Expert is an employee or director of a company, they will not:
 - accept or participate in any Engagements and/or Other Activities specifically about their current employer;
 - discuss or disclose any information about their current employer (such as its strategy, processes, operations, performance or products); or
 - consult with any Client which could reasonably be considered to be a direct competitor of the Expert's current employer.
- If the Expert:
 - has worked in the **accounting or finance department** of a company within the most recent 12 months of being requested to participate in an Engagement and/or Other Activity, you **will not** ask them about any accounting or financial issues relating to that company or its affiliates;
 - is an employee or director of an entity issuing securities in an **initial public offering (IPO)** or that has made, or is the subject of, a **tender offer**, or an entity that has acted on behalf of such a company in connection with such tender offer, they **are obligated to decline all** invitations to participate in Engagements and/or Other Activities until the commencement of such offering or while the tender offer process is ongoing;
 - provides **auditing services for organizations**, you **will not**, during any Engagement and/or Other Activity ask questions directly having to do with any organization they (or their employer) have audited in the last three (3) years;
 - is a **lawyer**, you shall not establish an attorney-client relationship with them and they **will not** give legal advice, in connection with an Engagement and/or Other Activity;
 - is an **investment advisor**, they will not give you **ANY investment advice**. This includes, without limitation, recommending any security, providing advice as to the value of any security,



or providing any advice regarding the advisability of investing in, purchasing, or selling any security;

Furthermore:

You **will not** offer Experts any compensation for any Engagement and/or Other Activity other than that which has been agreed through the Seersite Platform for the work performed by Experts first introduced to you by Seersite without first obtaining the express written consent of Seersite.

You may apply additional compliance rules that Experts will be required to observe and identify specific topics that Experts are not permitted to discuss. Experts agree to observe these rules and any limitations the Client or Seersite may place on what can be discussed.

You may perform additional due diligence regarding an Expert's credentials and ability to perform the Engagement. This could include requiring Experts provide you with documents to substantiate credentials and/or your independent investigation of credentials provided. You shall notify Seersite if your additional due diligence reveals any credentialing concerns regarding any Seersite expert.

GOVERNMENT EMPLOYEES & OFFICIALS

Seersite **prohibits** individuals from becoming Experts if they are currently government employees, officials or in a government, government office or jurisdiction that forbids government employees from participating in outside consulting projects.

An individual can become an Expert if they are an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government controlled/owned organization, enterprise or entity, or public international organization, or any political party, party official, or candidate for political office, **who is permitted** to participate in outside consulting projects.

In all cases, you agree not to discuss legislation, regulation, policy, contracts, or other business that Experts are in a position to vote upon or otherwise influence. Further, Experts agree to promptly notify Seersite if they become an elected official, candidate for political office, or employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government controlled/owned organization, enterprise or entity, public international organization, or political party.

IF YOU BECOME CONCERNED WITH THE CONTENT DISCUSSED DURING AN ENGAGEMENT AND/OR OTHER ACTIVITY WITH AN EXPERT, OR AN EXPERT IS MARKETING PRODUCTS OR SERVICES WHICH FALL OUTSIDE THE SCOPE OF YOUR ENGAGEMENT OR OTHER ACTIVITY, YOU MUST DISCONTINUE YOUR PARTICIPATION AND NOTIFY SEERSITE IMMEDIATELY BY EMAILING COMPLIANCE@SEERSITE.COM OR CALLING + 1 203 422 5611.

Seersite encourages Experts and Clients participating in Engagement and/or Other Activities to **be conservative and err on the side of caution** when complying with their respective Terms & Conditions. You agree to cooperate fully in any Seersite inquiry concerning actual, alleged, or potential violations of these Terms & Conditions or any applicable law.

PRIOR MISCONDUCT

You represent that you have not been:

- Sued for theft of corporate assets, fraud, breach of a confidentiality or non-disclosure agreement, breach of fiduciary duty, or any similar action;
- Subject to an order, judgment, action, or investigation of a court or any national or state regulatory or self regulatory organization, such as the U.S. Securities and Exchange Commission (SEC), the Securities and



Futures Commission (SFC), or Financial Industry Regulatory Authority (FINRA), relating to a violation of securities laws or an accusation of civil or criminal fraud or deceptive practices;

- Named on the Excluded Parties List System (now consolidated at SAM.gov) maintained by the U.S. General Services Administration, the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC), or any other similar list maintained by the U.S. or other nation or NGO; or
- Convicted or, plead guilty to, or admitted committing, a felony or any offense involving dishonesty or deception (e.g., theft, fraud, etc.).

You authorize Seersite to take any actions necessary to verify your representations. Seersite, however, is under no obligation to do so and you agree to notify Seersite immediately if any of these representations changes in any material way.

COMPLIANCE WITH ANTI-CORRUPTION LAWS

You acknowledge that you are aware of the U.S. Foreign Corrupt Practices Act, as well as anti-corruption/anti bribery laws in general, and agree to abide by such laws. Therefore, when participating in Engagements and/or Other Activities, you shall not offer, promise, or pay any money, gift, or any other things of value to any person:

- For the purpose of influencing official actions or decisions, while knowing or having reason to know that any portion of this money, gift, or thing shall, directly or indirectly, be given, offered, or promised to:
 - an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government controlled/owned organization, enterprise or entity, or public international organization.
 - any political party, party official, or candidate for political office;
- For the purpose of obtaining or retaining business or inducing any person to cease to act in good faith, impartially, or in accordance with a position of trust; or
- To improperly induce such person to provide you with information.

CLIENT DASHBOARD INFORMATION

You agree that the information you provide to Seersite in, among other places, the Seersite Platform and your Client Dashboard are accurate and complete, and will include certain biographical information, including your current employer, title, your compliance officer's contact information, and could include other information such as your photograph, portfolio holdings, areas of investment focus and the client segment you select to describe your company. Collectively, such information about you, as well as any information on your Dashboard, is your information ("Your Information"). Further you agree to promptly update Your Information as it changes. In the normal course of using the Seersite Platform, Your Information will be kept confidential. You agree that Seersite has the right to modify the Seersite Platform and your Client Dashboard at any time and from time to time without prior notice. Seersite has no obligation to maintain or backup Your Information.

However, please note that certain types of Experts or their employers may require that your employer's name be disclosed prior to their responding to invitations to participate in any Engagement and/or Other Activity. In these cases, Seersite will notify you of this disclosure obligation prior to making any such disclosure on your behalf, and you, in your sole discretion, can determine whether you still want to participate in any invitations for Engagements or Other Activities with that Expert.

Seersite may verify Your Information but is under no obligation to do so. If requested, you agree to assist Seersite in this process. You agree that Seersite may, if it so chooses and at its sole discretion, verify your identity, conduct a background check on you and your employer, including through a third party, or perform background and criminal history checks on you and your employer. As Seersite conducts background checks and other verifications, you agree to cooperate and provide any necessary consents.

While Seersite may revise Dashboard information on your behalf to assist with registration and on-boarding, based upon information provided by you or other available sources, you are solely responsible for maintaining and



updating your Dashboard information and ensuring its accuracy. **You agree not to request any Engagement and/or Other Activity with any Expert unless you have, at a minimum, registered with Seersite, and reviewed and agreed to these Terms & Conditions.** You further agree that Your Information is accurate, complete, and current. You understand that Seersite and Experts are entitled to rely on disclosable elements of Your Information and questions and that some of this content may be displayed and viewable in certain areas in the Seersite Platform.

You understand that certain employees of Seersite (“Admins”) will have the ability to change, edit or remove certain parts of Your Information including, but not limited to, Dashboard information, calendaring and scheduling related information, requests for expertise, scoring and review comments, follow-up questions, customer segment designation, contact preferences and holdings, EXCEPT that no Admin will be able to accept and sign these Terms & Conditions or submit your compliance officer’s or supervisor’s contact information on your behalf.

ASSIGNMENT, ACCEPTANCE & SCOPE OF PROJECTS

Your decision to use the Seersite platform to request Engagements and/or participate in Other Activities is always voluntary and at your sole discretion. Seersite makes no representations regarding the quality and velocity with which relevant Expert candidates will be presented to you in response to your requests, nor of the breadth and depth of types of Experts with whom you may be presented. Unless otherwise agreed in writing by Seersite or stated in any Engagement and/or Other Activity invitation, you will only be charged an applicable monthly reservation fee (currently waived), the gross consultation price, Syndicated Content price, or any other price for an Engagement and/or Other Activity which was disclosed to you or agreed by you in advance. Payment Terms and Fee Policy are described further below.

You may not assign Engagements and/or Other Activities or delegate any portion thereof to others (including without limitation to any other employee of your firm) without first notifying Seersite.

All Engagements and/or Other Engagements must be set up through the Seersite Platform or through Seersite’s systems. Experts are **not** authorized to expand the scope of an Engagement and/or Other Activity with you except to the extent that Seersite has agreed otherwise in writing. Even though it would be a violation of the Expert’s Terms & Conditions, if an Expert contacts you without the Engagement and/or Other Activity having first been facilitated through Seersite Platform, you are requested to redirect them to Seersite so that the Engagement and/or Other Activity is scheduled through the Seersite Platform and so that the Terms & Conditions for both you and the Expert can apply.

NON SOLICITATION

Participation on the Seersite Platform is ‘at will’ and non-exclusive and, unless you have pre-paid for a specified number of Engagements, there is no minimum commitment to use the Seersite Platform unless otherwise agreed in writing and related to a Custom Engagement or Prediction Market question, Poll or Survey. As a condition to participation in Seersite, and more specifically in Engagements and/or Other Activities with Experts to whom you are first introduced through Seersite, for a period of one year from the most recent Engagement and/or Other Activity, you agree not to knowingly solicit or propose or agree to any kind of consulting, advisory (including directorships), investment, or employment arrangement with such Expert, either directly or indirectly, without the written permission of Seersite. For a period of one year after the termination of your relationship with Seersite, you also agree not to knowingly solicit for employment any employee of Seersite or any Experts to whom you were first introduced due to your participation on the Seersite Platform.

EXPERT CONTENT & PUBLISHING

Experts are encouraged to offer insights and perspectives in a variety of formats directly in the Expert profiles. Material submitted by Experts regardless of format whether orally, in writing, images or video (collectively, “Content”) is their intellectual property or they have obtained any necessary permissions or licenses to such Content. Experts are solely responsible for their Content.



Experts have the opportunity to create and publish new, or reference existing Content directly in specifically designated areas on their Expert Profile Page or in other locations in the Seersite application. This Content will only be viewable by registered Clients of Seersite, Seersite staff, and if Experts choose, other Seersite Experts.

By agreeing to these Terms & Conditions, you (and all Clients) grant Seersite permission to algorithmically and programmatically analyze and interpret Your Information, questions, comments and other similar content you enter into the Seersite Platform for further use; within Seersite automated search, classification and discovery engines, in order to present you with the most relevant Expert candidates for you to consider for Engagements and/or Other Activities. IF YOU DO NOT WISH TO GRANT SEERSITE THESE RIGHTS, YOU SHOULD NOT AGREE TO THESE TERMS AND CONDITIONS OR USE SEERSITE.

THE CONTENT YOU WILL HAVE ACCESS TO IN THE SEERSITE PLATFORM IS CONTRIBUTED BY EXPERTS IN GOOD FAITH AND SHOULD BE USED BY YOU PRIMARILY TO DETERMINE IF YOU WISH TO PARTICIPATE IN ENGAGEMENTS AND OTHER ACTIVITIES WITH EXPERTS.

Examples of content you will have access to include:

Expert Generated Content (“EGC”): EGC can include Content created in free form text, image, or video; it can also be in the form of predictions and forecasts Experts choose, or are invited, to make about future events in conjunction with Other Activities, Content they are authorized to submit via link or attachment, or Content they are authorized to import from third-party repositories and which they are lawfully able to reference (and which comply with the conditions described in Seersite’s Expert “Terms and Conditions”).

Asynchronously Generated Content (“Asynchronous Content”): During your participation in Knowledge Communities, Engagements and/or Other Activities, you may have the opportunity, to produce textual content through the Seersite application via one on one electronic communication with Experts (“Asynchronous Content”). This includes (but is not limited to) commenting on an Expert’s EGC, posing questions, screening Expert candidates, initiating Other Activities, or when reviewing Engagements with Experts.

Syndicated Content Experts retain ownership to Content they submit for sale or license to Clients (“Syndicated Content”) other than in connection with an Engagement and/or Other Activity. Experts provide Seersite a limited license to market, promote and sell such Syndicated Content on its websites, through its applications and otherwise, including by showing samples or limited portions of Syndicated Content to potential purchasers (which may include through approved third-party partner websites).

Seersite Publications. Content that Experts submit for aggregation and publication by Seersite (“Publications”), other than Syndicated Content, shall be owned by Seersite and Experts retain no license to use such Content unless otherwise provided by Seersite in the terms of such Publication.

Custom Engagement Content. - All Engagements between Experts and Registered Clients of Seersite will be recorded and transcribed by Seersite, and will be deemed Custom Engagement Content. Custom Engagement Content will be embargoed and be accessible only by the Expert, Client (including other employees of the Client’s employer) for a period of 1 week after the engagement. After that time, Custom Engagement Content will be made available, on an anonymous basis (unless either party otherwise agreed that their identity be made visible) to other registered Seersite Clients through the Seersite app. Experts and Clients grant to Seersite all rights necessary to create transcripts of such Custom Engagement Content, and authorize and direct Seersite to make such copies and backups thereof as Seersite deems necessary in order to facilitate the posting and storage of the content. By providing Custom Engagement Content to Seersite, you automatically grant, without compensation to you, and you represent and warrant that you have the right to grant to Seersite an irrevocable, perpetual, non-exclusive, transferable, fully paid-up, royalty-free, worldwide license (with the right to sublicense through multiple tiers) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such Custom Engagement Content for any purpose, (including, without limitation, any commercial purpose, including, advertising and/or promotional purposes, and/or any other purpose) on or in connection with Seersite or the promotion thereof, to prepare derivative works of, or incorporate into other works, such Custom Engagement Content, and to grant and authorize sublicenses of the foregoing, with or without compensation to Seersite. It is our policy that Users not be identified in Custom Engagement Content unless prior agreement has been obtained by the User. You represent and warrant that all Custom Engagement Content does and will comply with these Terms of Use. You

further represent that Seersite may exercise the rights granted herein for User Content in a manner that will not cause the Seersite to infringe anyone's intellectual property rights and that Custom Engagement Content will be free from viruses, infringing materials or libelous or slanderous materials.

Experts understand that as part of Client compliance protocols, Clients may have other professionals (in addition to the authorized user(s) they are scheduled to speak with) chaperoning phone consultations and their presence may be announced or unannounced (i.e. Experts may not be notified) and they may be active participants or silent on phone consultations. Notwithstanding, you agree to granting Seersite permission to record or transcribe Other Activities.

Content created by Experts independently of, or prior to, any Custom Engagement ("Retained Content") remains their property and they retain all rights, title, and interest in and to such Retained Content; however, the Expert grants the Client a perpetual, worldwide, royalty-free and transferable license to use any Retained Content included in any Custom Engagement Content. Without limiting the foregoing, Experts agree that you are free to use any ideas, concepts, know-how, or techniques contained in any Content Experts transmit to you for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Content and information Experts create for you in the course of a Custom Engagement, and all intellectual property rights in such inventions, discoveries, or improvements, shall be owned entirely by and shall be the property of you

Recordings/Transcriptions of Other Activities: From time to time certain Other Activities may require that your image and/or voice may be recorded and/or transcribed ("Recordings") by Seersite or its agents, such as at live meetings, virtual panel discussions, webinars/webcasts, conference calls, conferences, video or audio interviews, or other similar types of events. You agree, notwithstanding anything else in these Terms & Conditions, that Seersite owns such Recordings and has the exclusive right to attribute such Recordings to you and to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Recordings, in whole or in part, in original form or as edited or modified by Seersite, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

Content License: For all Content other than Custom Engagement Content, Syndicated Content and Recordings, Experts grant Seersite a perpetual, world-wide, royalty-free, transferable, and exclusive license to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Content, in whole or in part, in original form or as edited or modified by Seersite, in all languages, for any commercial or noncommercial purpose unless otherwise agreed in writing.

INDEMNIFICATION & WAIVER OF WARRANTIES

Experts have agreed to indemnify, defend, and hold you harmless from and against any third party claim related to their actual or alleged breach of Seersite's Expert Terms and Conditions, including, without limitation, any claim that their Content or the use of their Content infringes upon any patent, trademark, copyright, trade secret, or other intellectual property right.

Seersite provides its service using a commercially reasonable level of skill and care. OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS & CONDITIONS, SEERSITE MAKES NO SPECIFIC PROMISES ABOUT THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICES "AS IS."

SEERSITE WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SEERSITE FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US DURING THE PREVIOUS TWELVE MONTHS. IN ALL CASES SEERSITE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

PRIVACY POLICY

You agree to the Seersite Privacy Policy and all updates to that policy. Seersite's Privacy Policy is available directly from your Dashboard and a PDF copy can be sent to you via email upon request.



CONFIDENTIALITY OF SEERSITE & INFORMATION

Some types of Engagements and/or Other Activities are collaborative and occur in a group setting, and may involve working with other Clients and Experts. You owe the same duty of non-disclosure to such other Clients as you would to any Expert under these Terms & Conditions. Additionally, if during the course of any Engagement and/or Other Activity, you are first introduced to other Experts, you may not directly or indirectly solicit those Experts for Engagements and/or Other Activity outside of Seersite without the prior written consent of Seersite. Furthermore, you may not ask any Expert to divulge the identity of other Clients with whom they have engaged in the past, nor about the topics discussed during their Engagements and/or Other Activities.

RELIANCE BY EXPERTS

Experts expect that all Engagements, Custom Engagements and/or Other Activities will be carried out in accordance with these Terms & Conditions and applicable laws and that, among other things, they will not be asked to divulge Confidential Information, including material non-public information, and their own Restricted Information will not be disclosed. You understand that other Experts with whom you may interact during Engagements, Custom Engagements or Other Activities are the intended beneficiary of these Terms & Conditions and the covenants and agreements made by you hereunder, and that Experts, as third-party beneficiaries of these Terms & Conditions, have the right to directly enforce your compliance with these Terms & Conditions.

POST ENGAGEMENT OR OTHER ACTIVITY ATTESTATIONS

You acknowledge that Seersite will require you to attest to your compliance with these Terms & Conditions, Additional Confirmations and possibly other additional terms and compliance policies after the completion of an Engagement, Custom Engagement and/or Other Activity. These could include confirmation that during the project:

- you did not ask the Expert to disclose any confidential, including material nonpublic, information, or any information obtained under a duty of trust, or unlawfully or inappropriately,
- you did not receive any confidential, including material nonpublic, information from the Expert(s),
- you complied with, and will continue to comply with, these Terms & Conditions,

You agree to immediately notify Seersite if you believe that there was a violation of these requirements by emailing compliance@seersite.com.

FEE POLICY & PAYMENT TERMS

For Engagements, you will be billed the applicable Gross Consultation Price which will always be visible to you on the Expert's Profile Page, and which you will agree to pay, prior to scheduling any Engagement with an Expert, unless otherwise agreed in writing by Seersite or, in rare cases, as may be modified and agreed by you, Seersite and the Expert during the Engagement scheduling process. You will be obligated to pay for any Engagement with an Expert lasting more than 10 minutes.

Fees for Custom Engagements and/or Other Activities (e.g. for Syndicated Content), to the extent applicable, will be charged in accordance with the terms agreed in advance and in writing by you, Seersite and the Expert involved in the Custom Engagement and/or Other Activity or as otherwise agreed in writing by Seersite.

You are responsible for providing your organization's billing details to Seersite and keeping such information up-to-date. This includes whether you intend to pay Seersite directly or through a third party authorized to make payments on your behalf (e.g. via a broker's Commission Sharing Agreement). You agree that you will follow your organization's policies that may relate to making payment to Seersite. Payment is due no later than fifteen (15) days after receipt of an invoice from Seersite. Such invoices will be sent to your organization directly. If you have any questions about any payment details related to Engagements and/or Other Activities, you must notify Seersite via email to billing@seersite.com. To the extent any post-Engagement or Other Activity attestations are required, any outstanding payments due to Seersite for other Engagements or Other Activities will still be due. If you fail to pay



any invoice within the timeframe provided, Seersite shall have the right to charge a late fee of five (5%) percent of the unpaid amount together with interest of one (1%) percent per month for each month such payment is late.

MISCELLANEOUS & AGREEMENT DETAILS

Right to Injunction / Limitation on Liability: In the event that you breach, or threaten to breach, any of the obligations contained in these Terms & Conditions and Seersite determines that their remedies at law will be inadequate, Seersite will be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo without the necessity of posting a bond or any similar security.

Arbitration: Other than requests for injunctive or equitable relief by Seersite or an Expert or any claim by Seersite for unpaid fees, any dispute, controversy or claim, whether in tort, contract, or otherwise, that arises from or relates to these Terms & Conditions, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by a single-arbiter arbitration under the rules of the American Arbitration Association (“AAA”) in effect from time to time. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be Greenwich Connecticut in the United States of America. The language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbiter may be entered by a court having jurisdiction thereof. Arbitration shall not be deemed a waiver of Seersite’s right to seek injunctive relief in any court of competent jurisdiction as provided for in these Terms & Conditions. Each party is responsible for its own legal fees, and the arbitrator may not include the payment of attorneys’ fees or expenses as a part of any award. Arbitrations arising from the same or related claims may be consolidated in one arbitral proceeding. You agree to an arbitration on an individual basis. In any dispute, neither you nor Seersite shall be entitled to join or consolidate claims by or against another Client or Knowledge Community Member, or arbitrate any claim as a class representative, class member, or in a private attorney general capacity. If any provision of this arbitration agreement is unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). You and Seersite are agreeing to give up any rights to litigate claims in a court or before a jury or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court, such as access to discovery, may also be unavailable or may be limited in arbitration.

Governing Law: These Terms & Conditions, as well as any claims arising from or related thereto, whether in tort, contract or otherwise, are governed by Connecticut Law without regard to Connecticut’s choice of law rules.

Location of Service: You acknowledge that Seersite is located in the United States of America ("U.S.") and will process and store your information in the U.S., and that as a result, U.S. governments, courts, law enforcement or regulatory agencies may be able to obtain disclosure of your information through the laws of the U.S. We do not represent that materials on the Seersite Platform or the services provided are appropriate or available for use in locations outside of the U.S. Clients who choose to access the Seersite Platform from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

Severability: The invalidity or unenforceability of any provision of these Terms & Conditions shall not for those reasons alone affect the validity of enforceability of any other provision of these Terms & Conditions.

Survival of Certain Provisions: The provisions of the sections (including subsections) of these Terms & Conditions entitled Non-Solicitation, Expert & Knowledge Community Content & Publishing, Privacy Policy, Confidentiality of Seersite & Information, Reliance by Experts, and Miscellaneous & Agreement Details shall survive any termination or expiration of these Terms & Conditions.

Termination: Subject to your obligation to pay for any Engagements and/or Other Activities which you have participated and completed, you have the right to withdraw from Seersite at any time upon notice to Seersite, and



Seersite has the unlimited right to terminate or limit your participation in Seersite and on the Seersite Platform and other current or future Programs at any time and for any reason.

Changes to these Terms & Conditions: We may modify these Terms & Conditions. You should look at the Terms & Conditions regularly. We'll post notice of modifications to these Terms & Conditions on this page and notify you in your Dashboard or by email that changes have been made. Changes will not apply retroactively. If you do not agree to the modified Terms & Conditions, you should discontinue your use of Seersite.

BY AGREEING TO THESE TERMS & CONDITIONS, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE MAKING EXPRESS REPRESENTATIONS TO SEERSITE AND EXPERTS THAT YOU WILL ABIDE BY ALL OF YOUR OBLIGATIONS AND RESPONSIBILITIES AS SET FORTH IN THESE TERMS AND CONDITIONS.