

TERMS AND CONDITIONS FOR EXPERTS

Last updated: 29 September 2020

These Terms and Conditions for Experts govern the provision of legal, financial, business, analytical and other professional services by Experts to other Users of <https://emcr.io/> website (the “**Website**”).

These Terms and Conditions for Experts is a binding contract between EMCR LTD, company number 11784714, having its registered address at International House, 24 Holborn Viaduct, London, England, EC1A 2BN (“**EMCR**”, “**we**”, “**us**”) and any individual providing legal, financial and other professional services on the Website (the “**Expert**”, “**you**”). The Expert can be an individual or legal entity. If you are a legal entity, you represent and warrant that your company is legally incorporated and you have full capacity to enter into and comply with these Terms.

These Terms, together with the Terms and Conditions, Privacy Policy, and any guideline or policy made available by EMCR to the Expert (together the “**Terms**”), is a binding contract between the Expert and EMCR.

All capitalized terms used herein and not otherwise defined in these Terms will have the meanings set forth in the Terms and Conditions.

1. DESCRIPTION OF SERVICES

1.1 Our Website allows Experts to provide Users (as defined in the Terms and Conditions) with financial, business and legal services, analytical research reports and provide related analytical services to Clients of the Website (together “**Service of Expert**”). Experts can access our Website directly or through third party links provided that they shall be fully compliant with these Terms.

1.2 Clients and Experts enter into direct legal relationships with each other, provided that EMCR serves as an intermediary that provides Services of EMCR as defined below. EMCR shall not be responsible for Clients or Experts.

1.3 The Experts are entitled to a remuneration for the provision of its Services of Experts to be paid by the Client that hired the Expert. The Service of Expert represents and shall be treated as the Expert’s own view, opinion, comment, suggestion, analysis or other information expressed or included in the content of the Expert.

1.4 EMCR provides online platform for cross-functional research collaboration, freelance analytics and online internship in economics and finance. EMCR facilitates cooperation and transfer of experience, skills and knowledge between several types of Users, including, without limitation, the Expert, Client and other Users. EMCR provides the platform to connect Users and cooperate with each other.

1.5 EMCR provides only services related to, without limitation, hosting and maintaining the Website, enabling the Users to connect and communicate with each other, facilitating the Users to upload information, providing other tools and features (jointly hereinafter referred to as the “**Services of EMCR**”). EMCR does not endorse or recommend any Expert or the Service of the Expert.

1.6 EMCR is not an owner or operator of any data, reports, content, other information, posts, ads and projects made by the Expert (“**Expert Content**”), unless otherwise directly stated on the Website. EMCR does not own, post, amend, offer, provide, manage and/or control the Expert Content. On our Website Users enter into a direct (legally binding) contractual relationship with each other. EMCR does not verify any Expert Content and cannot guarantee that all information is accurate, complete and correct, nor can we be held liable for any errors, omission, interruptions, inaccurate, misleading or untrue information or non-delivery of information and/or services.

1.7 EMCR may verify professional credentials of the Expert in order to ensure that Services of EMCR are used by users with professional background.

2. EXPERT’S RIGHTS AND RESPONSIBILITIES

2.1 The Expert shall:

- 2.1.1 acknowledge and fully accept the Terms, Terms and Conditions, Privacy Policy;
- 2.1.2 comply with the Terms, our Terms and Conditions, Privacy Policy as well as other applicable laws and regulations;
- 2.1.3 provide true, accurate and complete information about his/her full name, contact details, address, email, experience, and other information in account information form, and keep the account information updated to maintain its truthfulness, accuracy and completeness;
- 2.1.4 not provide any Service of Expert if the Expert is disqualified or otherwise is limited to provide such services under the laws of England and Wales or any applicable jurisdiction;
- 2.1.5 not provide any Service of Expert that infringes any third party intellectual property rights, rights of privacy or moral rights, or contains any defamatory or disparaging statements;
- 2.1.6 be solely responsible for obtaining all license, permits and consents to use any content for the provision of the Service of Expert.

3. PROVIDING REPORTS AND NON-CIRCUMVENTION

3.1 The Expert provides financial, business and analytical research report(s) to Users on the Website which can be accessed directly or through third party channels.

3.2 EMCR shall be entitled to provide certain report guidelines, templates and standards for the Expert, and the Expert agrees to comply with such report guidelines and standards.

3.3 The Expert agrees to use EMCR and the Website to provide the Service of the Expert to Users and receive payments for it. The Expert agrees:

- 3.3.1 not to solicit the Users of EMCR to pay outside of the Website or EMCR;
- 3.3.2 not to accept proposals to enter into direct contractual relationships with the Users or receive payments outside of the Website or EMCR.

3.4 You agree to notify EMCR immediately if any User suggests to you making or receiving payments outside of the Website or EMCR.

4. FEES AND REMUNERATION

4.1 EMCR will be entitled to a fee for the Services of EMCR.

4.2 All payments to be distributed between the parties shall be calculated based on all actual payment(s) received from the User(s) minus any sales or services tax, value added taxes or any other applicable taxes that will be paid by EMCR (collectively, "Taxes") and minus EMCR fee (as indicated below) and banking transaction fee.

4.3 Based on the above, the fee actually received from User(s) for the Service of Expert minus Taxes, and banking transaction fee, will be distributed among EMCR and the Expert as follows:

- 4.3.1 85% will be paid to the Expert ("Expert fee");
- 4.3.2 15% will be paid to EMCR ("EMCR fee").

5. PAYMENT SETTLEMENT PROCEDURE

5.1 By the last business day of each calendar quarter or before, unless explicitly agreed between the parties, the Expert is entitled to receive the net proceeds of sales, less any applicable Taxes, banking transaction fee and EMCR fee. All payments shall be made in GBP, unless otherwise agreed between the parties.

5.2 The payment will be made as described above if the amount due to the Expert fee equals to or exceeds 500 GBP, unless otherwise agreed between the parties.

5.3 The proceeds in respect to a particular report will not be due and payable by EMCR to the Expert if:

- 5.3.1 following reasonable endeavors, EMCR has not received the proceeds from User(s) in cleared uncontested funds in the relevant accounts, or
- 5.3.2 EMCR discovers that a payment received from User(s) is erroneous or relates to a duplicate transaction or otherwise does not relate to the Service of Expert;
- 5.3.3 EMCR discovers that the Expert has infringed these Terms, any third party intellectual property rights or other third party rights.

6. INDEPENDANT ENTITIES

6.1 Under no circumstances shall EMCR be regarded as a contractor, agent, licensor, partner of the Expert.

7. PROPRIETARY RIGHTS

7.1 EMCR is the sole owner and lawful licensee of all rights, title and interests available on the Website and Services of EMCR. You acknowledge and agree that the Website and Services of EMCR contain proprietary and confidential information that is protected by applicable intellectual property and other worldwide laws. All title, ownership and intellectual property rights on the Website, Services of EMCR and its content shall remain with EMCR, our affiliates or licensors of the Website content, unless otherwise stated in these Terms. All rights not otherwise claimed under these Terms or by EMCR are hereby reserved.

7.2 You further acknowledge and agree that content contained in advertisements or information presented to you through the Services of EMCR or by advertisers is protected by copyrights, trademarks (whether registered or being under registration), service marks, patents or other proprietary rights and laws. Except as expressly permitted by applicable law or as authorized by EMCR or the applicable licensor (such as an advertiser), you agree not to modify, rent, lease, loan, sell, distribute, transmit, broadcast, publicly perform or create derivative works based on the Services, such content or the Website, in whole or in part.

7.3 We may use services of third parties involved in the provision of the Services of EMCR. You may not violate proprietary rights and use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

8. EXPERT CONTENT

8.1 Each Expert assumes all responsibility for all Expert Content. The Expert acknowledges and agrees to be responsible for all Expert Content provided as a result of Service of the Expert.

8.2 By submitting the Expert Content publicly on the Website, you grant EMCR perpetual, royalty-free, exclusive, transferable and irrevocable rights to use, view, copy, adapt, modify, publicly display and otherwise exploit submitted Expert Content, including your name, to enable us to operate the Services of EMCR.

8.3 Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Expert Content or you have all rights, licenses, consents and releases that are necessary to grant the rights in such Expert Content, as contemplated under these Terms; and (ii) neither the Expert Content nor your posting, uploading, publication, submission or transmittal of the Expert Content or use of the content of the Website and the Services will violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

8.4 EMCR does not monitor content uploaded to the Website. However, EMCR reserves the right to preserve and disclose any content if required to do so by law or if such preservation or disclosure is reasonably necessary to: (a) comply with applicable laws and government requests; (b) enforce these Terms; (c) respond to complaints that any content infringes any rights of third parties; or (d) protect rights and property of EMCR, our Users and the public.

9. DATA PROTECTION

9.1 The Expert agrees not to use any personal or contact information of Users in violation of the Privacy Policy of EMCR or any applicable data protection laws. The Expert agrees not to use any personal or contact information of Users for contacting Users without their authorisation, for advertising, spamming or for other unauthorised purposes.

10. NO WARRANTIES; LIMITATION OF LIABILITY

10.1 All Services of EMCR are provided “as is” and “as available”. Under no circumstances shall we be liable for any errors or omissions in the Services or Expert Content on the Website. EMCR makes no representations or warranties of any kind, either express or implied, as to the operation of this Website or the Services of EMCR, Expert Content or other materials included on this Website. EMCR does not warrant or make any representations regarding suitability, availability, accuracy, reliability, completeness, or timeliness of any material of any kind contained within the Services of EMCR. We cannot ensure that the Services of EMCR and other information provided on the Website are accurate, correct, reliable, exhaustive or complete on every subject.

10.2 Under no circumstances shall EMCR, including its subsidiaries, affiliates, officers, agents, licensors, employees, partners, licensors or others involved in creating, sponsoring, promoting or otherwise making available the Website and its content, be liable to any person or entity whatsoever for any direct, indirect, incidental, consequential or punitive damages or any damages or losses whatsoever.

11. RELEASE AND INDEMNITY

11.1 Through your use of the Website you expressly and irrevocably release EMCR, its affiliates, and their respective directors, officers, employees, agents, representatives, contractors, licensees, successors and assigns from any and all actions, causes of action, suits, proceedings, liability, debts, judgments, claims and demands whatsoever in law or equity made by any third party due to or arising directly or indirectly from the provision of the Service of Expert.

11.2 You hereby agree to indemnify and hold harmless EMCR, its affiliates, and their respective directors, officers, employees, agents, representatives, contractors, licensees, successors and assigns from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of:

- a) a breach of these Terms;
- b) any content, including Expert Content, posted on the Website;
- c) provision of the Service of Expert;
- d) any violation of any rights of a third party.

12. TERMS AND TERMINATION

12.1 These Terms will remain in full force and effect while you use the Website or Services of EMCR.

12.2 We reserve the right to restrict your access, temporarily or indefinitely block your account, stop any projects you have in progress, or issue you a warning if:

- a) you breach these Terms or any laws and regulations;
- b) we are unable to verify any information you provide to us;
- c) we believe that your actions may cause any loss or liability to our Users or to us; or
- d) we suspect or become aware that you have provided false or misleading information to us.

12.3 Once your account is suspended or closed, you must not continue to use the Website under the same account or a different account without our prior written consent.

12.4 The Expert shall be entitled to terminate these Terms and stop providing the Service of the Expert at any time by notifying EMCR in writing. EMCR shall pay the Expert fee for the services provided until the termination date. Such Expert fee will be paid in accordance with these Terms within 30 (thirty) business days once all fees are actually received from the User(s).

13. CHANGES TO TERMS

13.1 EMCR reserves the right, at its sole discretion, to eliminate, modify or replace any of the terms and conditions of these Terms at any time. In case of any changes, EMCR will notify the Expert of such changes. The continuance of the provision of Service of the Expert shall constitute your acceptance of the revised Terms.

14. ELECTRONIC COMMUNICATIONS

14.1 When communicating with us electronically and visiting our Website, you agree to receive any notices or communications from us electronically and you consent that electronic communication satisfies all legal requirements that such communications be in writing.

15. APPLICABLE LAW

15.1 These Terms shall be governed and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales 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). The language of the dispute resolution shall be English.

15.2 Notwithstanding the specified agreement on jurisdiction, the Expert and EMCR shall, if any dispute arises, attempt to settle it by mutual negotiations.

16. MISCELLANEOUS

16.1 Nothing in these Terms shall be interpreted as agency, partnership, joint venture, mutual activities, employment, franchiser-franchisee or any other relations not directly stated in these Terms.

16.2 If any provision of these Terms is held to be invalid, non-binding or unenforceable, the remaining provisions shall remain valid and be enforced. In the event, such invalid provision shall

nonetheless be enforced to the fullest extent permitted by applicable law, you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these Terms.

16.3 These Terms constitute the entire understanding and agreement between you and EMCR regarding the Website and Services of EMCR.

16.4 You may not assign or transfer these Terms, by operation of law or otherwise, without prior written consent of EMCR. EMCR may assign or transfer these Terms, in its sole discretion, without restriction.

16.5 The failure of EMCR to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of EMCR.

16.6 For your convenience, these Terms may be translated to several languages. Such translation is provided for convenience only. In case of any discrepancy between English language version and translated versions, English language version shall prevail.