

# Zintro, Inc. Terms of Service

*Date of Last Revision: February 9, 2023*

## SECTION I. ZINTRO TERMS OF SERVICE (APPLICABLE TO BOTH CLIENTS AND EXPERTS)

This Zintro Terms of Service (the “Agreement”) is a contract between you (“User” or “you”) and Zintro, Inc., a Delaware corporation with its principal place of business at 177 Huntington Ave Ste 1703 #27193 Boston, Massachusetts 02115-3153 (“Zintro”, “we” or “us”). You must read, agree with and accept all of the terms and conditions contained in this Agreement in order to use the Zintro Platform and/or receive Recruiting Services from Zintro. Zintro may amend this Agreement at any time by posting a revised version on [www.zintro.com](http://www.zintro.com) (the “Site”). Each revised version will state its effective date, which will be on or after the date posted by Zintro. If the revised version materially reduces your rights or increases your responsibilities, Zintro may post it in advance of the effective date in order to give you notice. Your continued use of the Zintro Platform and/or receipt of Recruiting Services after the effective date of a revised version of this Agreement constitutes your acceptance of its terms. This Agreement includes and hereby incorporates by reference additional agreements including a Zintro Plan Agreement (which may separately be entered into between Zintro and a Company or User). Capitalized terms are defined throughout this Agreement and in [I - 13. Additional Definitions](#).

YOU UNDERSTAND THAT BY SUBMITTING ANY FORM, CREATING AN ACCOUNT, OR BY USING THE ZINTRO PLATFORM AND/OR RECEIVING RECRUITING SERVICES, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE THE ZINTRO PLATFORM OR RECEIVE RECRUITING SERVICES. IF YOU AGREE TO THE TERMS OF THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. IN SUCH EVENT, “YOU,” “YOUR” AND “CLIENT” OR “EXPERT,” AS APPLICABLE, WILL REFER AND APPLY TO SUCH ENTITY.

This Agreement is segmented into three sections. [Section I](#) (this section) is applicable to both Clients and Experts. [Section II](#) is applicable only to Clients. [Section III](#) is applicable only to Experts.

# 1. USER ROLES

1.1 User Roles. A User can have one or more roles in Zintro: a Client, an Expert, or both a Client and Expert.

1.2 “Client” means any User utilizing the Zintro Platform or Recruiting Services to request Expert Services to be performed by an Expert.

1.3 “Expert” (also referred to as a “Consultant”, “Contractor”, “Subject-matter Expert (SME)”, “Key Opinion Leaders (KOL)”, “Participant”, “Industry Participant”, “Respondent”, “Decision Makers (DM)”, “Survey Participant”, “Interview Participant”, “Focus Group Participant”, “Candidate”, “Job Candidate”) means any User that a) Zintro introduced the User to a Client either via the Zintro Platform via Recruiting Services or b) the User is interested in potentially performing Expert Services for a Client.

1.4 A User is considered to be both, a Client and an Expert, if using the platform in both capacities.

# 2. THE ZINTRO PLATFORM

2.1 The Zintro Platform is an online marketplace platform that helps Clients source and engage highly specialized Experts (i.e. SMEs, KOLs, Industry DMs/Participants, Consultants, Job Candidates) for market research interviews/surveys, diligence, project work, job placements and board placements and for Experts to market their services. Zintro also provides Recruiting Services to source Experts beyond the pool of Experts already on the Zintro Platform for our Clients. In addition to sourcing Experts, Zintro also may handle other related services including screening, compliance-checking, scheduling, and paying Experts and other services. Under this Agreement, Zintro provides services to both Clients and Experts, and facilitates the formation of a Service Contract between Clients and Experts.

# 3. ACKNOWLEDGMENTS BY USER OF ZINTRO'S ROLE

User expressly acknowledges, agrees and understands that: (i) the Zintro Platform is strictly a venue where Users may act as Clients or Experts (or both); (ii) Zintro is not a party to any Service Contracts between Clients and Experts; (iii) User is not an employee of Zintro and Zintro will not deduct any amount for withholding, unemployment, Social Security or other employment taxes; (iv) Zintro does not, in any way, supervise, direct, or control User's work or Expert Services (including, without limitation, by specifying where or how Expert Services are provided, determining the type or amount of compensation, or by providing any training, equipment, labor or materials); (v) Zintro shall not have any liability or obligations under or related to Service Contracts or any acts or omissions by Users; (vi) Zintro has no control over Experts or over the Expert Services promised or rendered by Experts; and (vii) Zintro makes no representations as to the reliability, capability, or qualifications of any Expert or the quality,

security or legality of any Expert Services, and Zintro disclaims any and all liability relating thereto.

## 4. CLASSIFICATION OF ENGAGEMENT TYPES

4.1 “Engagement Type” means a form of hiring or engagement of a Zintro-Sourced Expert by a Client. Engagement Types may include Phone Consults, Longer Projects, Job Placements, Board Placements, Surveys, and Other Project types.

4.2 “Phone Consult”, also referred to as “Phone Interview”, “Call”, “In-depth Interview (IDI)”, “Telephone Depth Interview (TDI)”, “Focus Group”, “Dyad” means Expert Services provided by a Zintro-Sourced Expert that usually are delivered over voice or video call (either direct-dial or on a telephone bridge provided by the Client or Zintro) with a duration of 60 minutes or less but occasionally longer.

4.3 “Longer Project” (also referred to as a “Consulting Project”, “Expert Witness Engagement”, “Expert Testimony”, “Contractor Assignment”) means a Client has engaged a Zintro-Sourced Expert for a project with a scope of 3 contiguous hours or longer.

4.4 “Job Placement” means employment of a Zintro-Sourced Expert. Zintro will consider an Expert to be hired as an employee if (a) Client hires the Expert in the U.S. and the Client will report to tax authorities with respect to such Expert using IRS Form W-2, or (b) Client hires the Expert outside of the U.S. and will pay the employee a regular salary without a specified termination date.

4.5. “Board Placement” (also referred to as “Board Assignment”, “Board of Directors Assignment”, “Board of Advisors Assignment”, “Advisory Board Assignment”) means a Zintro-Sourced Expert that is asked by Client to join a Board of Directors or Board of Advisors regardless of whether the Expert will be compensated for the role. Board Placements are considered Longer Projects and are priced as such.

4.5. “Survey” means a Zintro-Sourced Expert that is asked by Client to answer a set of questions via online, phone, paper or any other format .

4.6. “Other Project Type” means a Zintro-Sourced Expert that is engaged for any type of Project or Expert Services not described above.

## 5. PROHIBITED ENGAGEMENTS

a. Prohibited Engagements. Client and Expert shall decline to participate or discontinue participation in the performance of any Expert Services (regardless of whether Zintro has introduced the Expert to the Client seeking such Expert Services) where such participation could reasonably be expected to result in: (a) the breach of any agreement, obligation or duty (including any Company policy or procedure) to which

the Expert is subject; (b) a violation of any law, rule or regulation; (c) a violation of any terms and conditions of the Zintro Platform, including without limitation the terms and conditions of this Agreement; or (d) a conflict of interest or an appearance of a conflict of interest for the Expert. Additional examples about what qualifies as a Prohibited Engagement can be found in [Section III. Additional Terms of Service for Experts](#)

You may become a Client and participate in a Project if, and only if, all of the following compliance conditions are satisfied. Any breach is to be considered willful misconduct. Your promise not to:

- 5.1 seek any Material Non-Public Information (MNPI), concerning any public company or security.
- 5.2 violate any law, rule or regulation.
- 5.3 seek any confidential or proprietary information (including trade secrets) not owned exclusively by you from any public or private entity.
- 5.4 disregard, disrespect, or breach any previously-stated non-disclosure agreement or information-limiting agreement and/or rule you had previous knowledge of.
- 5.5 cause you to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, you provide or have provided consulting services).
- 5.6 cause you to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, your employer, your previous employers or any company to which, or through which, you provide or have provided consulting services).

## 6. DISINTERMEDIATION

For three years after a Client and Expert are Introduced on the Zintro Platform or through Recruiting Services, unless otherwise expressly authorized in writing by Zintro, Client shall make all payments relating to, or in any way connected with, a Service Contract through the Zintro Platform. Any action that encourages or solicits complete or partial payment outside of the Zintro Platform (unless expressly authorized by Zintro) is a violation of this Agreement. Should a Client or Expert (including an agency) be found in violation, it will owe Zintro an amount with respect to each Service Contract equal to the greater of (a) 5,000 USD or (b) the applicable fees had the payments been processed through the Zintro Platform, plus 18%. In the event an Expert receives full or partial payment for Expert Services outside of the Zintro Platform without Zintro's authorization, Expert shall notify Zintro immediately and pay Zintro the applicable Zintro Fee promptly upon discovery of such payment.

## 7. PRIVACY

User agrees that Zintro may collect, synthesize and retain information about you, from sources including, without limitation, yourself, your activities through Zintro and third-party sources (hereafter, "Personal Information"). Zintro will treat Personal Information in accordance with [Zintro's Privacy Policy](#), which is incorporated by reference. If your Agreement with Zintro ends, you agree that Zintro may preserve Personal Information, provided that Zintro accords such Personal Information the protections set forth in its then-current Terms of Service and [Privacy Policy](#). You agree that Zintro may use and share Personal Information to, without limitation, contact you concerning your participation in Zintro, to manage your activity in Zintro, to administer compliance policies and procedures, including obtaining required approvals and consents for Project participation and to comply with applicable laws and requests from government authorities. Zintro will not sell Personal Information to third-party marketers or similar organizations, or disclose the Personal Information publicly, unless you provide consent or we determine that it is appropriate in response to a law, regulation, rule, government request, prudential concern or legal process. Zintro complies with U.S and international data privacy laws including the European Union General Data Protection Regulation (GDPR).

## 8. WARRANTY DISCLAIMER

ZINTRO MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE EXPERTS, EXPERT SERVICES, WORK PRODUCT, ZINTRO PLATFORM, RECRUITING SERVICES OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZINTRO DISCLAIMS ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. [I - 11. TERM AND TERMINATION](#) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST ZINTRO WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES OR DISSATISFACTION.

UNDER NO CIRCUMSTANCES WILL ZINTRO BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY THE CLIENT'S RELIANCE ON INFORMATION PROVIDED BY AN EXPERT. THE CLIENT UNDERSTANDS AND AGREES THAT IT IS THE CLIENT'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT DELIVERED OR OTHERWISE MADE AVAILABLE THROUGH THE ZINTRO PLATFORM OR THE RECRUITING SERVICES. NO INFORMATION OBTAINED FROM AN EXPERT SHOULD BE CONSTRUED AS LEGAL, INVESTMENT, TAX OR MEDICAL ADVICE.

## 9. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ZINTRO BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR INDIRECT COSTS

OR DAMAGES, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION OR PROFIT. THE LIABILITY OF ZINTRO TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE LESSER OF: (A) U.S. 500 USD; AND (B) ANY ZINTRO FEES RETAINED BY ZINTRO WITH RESPECT TO CONTRACTS ON WHICH USER WAS INVOLVED AS CLIENT OR EXPERT DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS SHALL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

## 10. INDEMNIFICATION

10.1 Proprietary Rights. User shall indemnify, defend and hold harmless Zintro and its subsidiaries, affiliates, officers, employees, representatives and agents (each an "Indemnified Party" for purposes of this section) from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, judgment, or adjudication that any Work Product, Expert Services or action or omission by such User infringes Proprietary Rights or other rights of any third party.

10.2 Indemnification by Client. Client shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (i) such Client's receipt of any Expert Services, (ii) any Service Contract entered into between such Client and any Expert, (iii) any claim that Expert was misclassified under applicable employment law or that Zintro was an employer or joint employer of Expert, and (iv) any other claims related to applicable employment law, including, without limitation, relating to employment termination, employment discrimination, harassment or retaliation, as well as any claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits.

10.3 Indemnification by Expert. Expert shall indemnify, defend and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees and all related costs and expenses) arising from or relating to (i) such Expert's provision of Expert Services, or (ii) any Service Contract entered into between such Expert and any Client.

## 11. TERM AND TERMINATION

11.1 Term. The term of this Agreement commences on the Effective Date and continues in effect until terminated in accordance with language below.

11.2 Termination of Access to the Zintro Platform. Either Zintro or User may terminate this Agreement with respect to the access and use of the Zintro Platform at any time, with or without cause, effective immediately upon written notice to the other party (or, in the case of Zintro, by terminating or suspending User's access to all or part of the Zintro Platform, removing User's profile and/or any content posted by or about User from the Zintro Platform, and/or terminating User's account with Zintro), provided, that any such termination for convenience shall not affect the validity of any Service Contracts that have been executed prior to termination and this Agreement shall continue to apply with respect to such Service Contracts.

11.3 Termination of Recruiting Services. Either Zintro or Client may terminate this Agreement with respect to the Recruiting Services at any time, with or without cause, upon thirty (30) days prior written notice to the other party.

## 12. GENERAL

12.1 Entire Agreement. This Agreement, including the Zintro Plan Agreement(s) incorporated by reference herein, sets forth 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.

12.2 Consent to Electronic Notice. You consent to the use of (a) electronic means to complete this Agreement and to deliver any notices pursuant to this Agreement; and (b) electronic records to store information related to this Agreement or your use of the Zintro Platform. Notices hereunder shall be invalid unless made in writing and given (a) by Zintro via email (in each case to the email address that you provide), (b) a posting on the Site or (c) by you via email to [Support@Zintro.com](mailto:Support@Zintro.com) or to such other addresses as Zintro may specify in writing. The date of receipt will be deemed the date on which such notice is transmitted.

12.3 Modifications. No modification or amendment to this Agreement shall be binding upon Zintro unless in a written instrument signed by a duly authorized representative of Zintro. Written instruments shall include electronic communications such as email, electronic notices and facsimiles.

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 shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.



12.5 Assignability. User may not assign this Agreement, or any of its rights or obligations hereunder, without Zintro's prior written consent in the form of a written instrument signed by a duly authorized representative of Zintro (written instrument shall expressly include electronic communications such as email, electronic notices and facsimiles). Zintro may freely assign this Agreement without the consent of User. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assignees of the parties.

12.6 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 shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall 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. The illegality, invalidity, or unenforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

12.7 Choice of Law. This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement ("Claims"), shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

12.8 Dispute Resolution; Arbitration. In the event of a Claim, the parties shall first confer and negotiate in good faith to reach a resolution. If the parties are unable to resolve the Claim informally, the Claim shall be determined on an individual basis (and not in a class, consolidated or representative action) by binding non-appearance based arbitration in Boston, Massachusetts. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. If for any reason a Claim proceeds in court rather than in arbitration, you hereby waive any right to a jury trial and agree that you may only pursue such Claim on an individual basis, and not as a plaintiff or a class member in a class, consolidated or representative action. An arbitration decision may be confirmed by any court with competent jurisdiction. This section shall not apply to Claims involving alleged infringement or misappropriation of Zintro's intellectual property rights, or prevent Zintro from seeking injunctive or equitable relief from a court with competent jurisdiction. Zintro has the option, but not the obligation, to assist Client and Expert in resolving any disputes that arise under Service Agreements to which they are a party.

12.9 Prevailing Language. The English language version of this Agreement shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.

## 13. ADDITIONAL DEFINITIONS

Unless defined elsewhere herein, capitalized terms shall have the following definitions:



“Client Deliverables” means instructions, requests, intellectual property and any other information or materials that an Expert receives from a Client for a particular Service Contract.

“Data Protection Laws” means EU Data Protection Laws and, to the extent applicable, the data protection or privacy laws of the U.S. or any other country.

“EEA” means the European Economic Area.

“Effective Date” means the date of acceptance of this Agreement.

“Expert Deliverables” means instructions, requests, intellectual property and any other information or materials that a Client receives from an Expert for a particular Service Contract.

“Expert Profile” means information about an Expert’s professional and educational background, a summary of Expert’s capabilities and other information about the Expert. Portions of the Expert Profile, including Personal Information (e.g. email, phone number, tax documentation, and other), are private to the Expert. Other portions (e.g. professional and educational background, summary of capabilities, etc.) may be posted on the Zintro Platform and/or sent to a potential Client for evaluation. If an Expert opts not to have an Expert Profile posted on the Zintro Platform, Expert should notify Zintro at [Support@Zintro.com](mailto:Support@Zintro.com).

“Expert Services” means general consulting, advisory, Expert or business services or any other human services.

“EU Data Protection Laws” means EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing the GDPR.

“Fee Schedule” means the pricing and other terms & conditions associated with a Zintro Plan as described in this Agreement and/or in a separate Zintro Plan Agreement.

“GDPR” means EU General Data Protection Regulation 2016/679.

“Introduction” means the date an Expert becomes a Zintro-Sourced Expert per as defined in [II - 2. Zintro-Sourced Experts](#) .

“Other Services” means additional services that can be separately priced out, upon request, including but not limited to Call recording, Call transcription, Call summaries and moderation.

“Pay-by-the-Call Plan” means that Client pays for each Phone Consult per the pricing structure outlined in [II - 5. Engaging Experts for Phone Consults](#) or in a separate Client Plan Agreement.

“Plan” (or “Client Plan” or “Expert Plan”) refers to the set of features, pricing and terms & conditions as described in this Agreement or separately executed “Zintro Plan Agreement” agreed to by User or User’s Company.

“Prepaid Call Plan” means that Client prepays a Retainer, in exchange for lower Zintro Fees, and each Phone Consult is charged against that Retainer per the pricing structure outlined in [II - 5. Engaging Experts for Phone Consults](#) or in a separate Client Plan Agreement.

“Project-based Pricing (PBP)” is a Phone Consult or Survey pricing structure for specific Client Projects. It is typically memorialized in a Project-based Pricing (PBP) Master Service Agreement (MSA) and a separate Work-Order for each Project. Pricing for each Project-based Pricing Project is usually cohort-based and is itemized by Setup Fee, Participant Incentive, and Zintro Recruiting Fee (based on the difficulty of the search). This type of pricing is typically used for larger projects (N $\geq$ 25) by market research firms and management consultancies but can also be used for other types of Clients.

“Proprietary Rights” means any and all rights, title, ownership and interest in and to copyrights, mask works, industrial designs, trademarks, service marks, trade names, trade secrets, patents, and any other rights to intellectual property, recognized in any jurisdiction, whether or not perfected.

“Prepaid Retainer” (also referred to as “Retainer”) means a fee paid in advance to Zintro or an Expert in order to secure future services.

“Recruiting Agreement” means a separate Client Plan Agreement that provides pricing and terms when engaging Zintro to source Consultants for Longer Projects or Job Candidates for Employment.

“Recruiting Services” (also referred to as “JIT Recruiting” or “Custom Recruiting”) means Zintro’s identification and Introduction of appropriate Experts and/or providing personal details regarding such Experts to Client. Recruiting Services can be for the sourcing of Experts, Consultants, full-time employees, part-time employees, or other professional service providers.

“Search” or “Searches” (also referred to as an “Inquiry” or “Inquiries” or “Project”) include a variety of different use cases including a search for Experts, Consultants, Job Candidates and others.

“Self-Service” means the direct use of the Zintro Platform without the assistance of a Zintro account manager.

“Service Contract” means a particular project or engagement, or set of ongoing projects or engagements, for which a Client has requested Expert Services to be performed by an Expert and the Expert has agreed to perform.

“Setup Fee” means a fee for setting up a particular Project. Setup Fees are typical for Project-based Pricing (PBP) Plans.

“Subscription Plan” means that Client pays a monthly, quarterly, or annual subscription fee in addition to Expert Fees and Zintro Fees, in exchange for lower average Zintro Fees as outlined in a separate Zintro Plan Agreement.

“USD” means United States Dollars. Unless specified otherwise, all pricing in this Agreement and in separate Zintro Plan Agreements are in USD.

“Work Product” means any tangible or intangible results or deliverables that Expert agrees to create for, or actually delivers to, Client as a result of performing Expert Services on a particular Service Contract and any intellectual property developed in connection therewith.

## SECTION II. ADDITIONAL TERMS OF SERVICE FOR CLIENT

The terms and conditions in this section are supplemental to [Section I](#) but only apply to Clients.

### 1. SEPARATE CLIENT PLAN AGREEMENTS

Client Plan Agreements (also referred to as “Zintro Plan Agreements”). Client Plan Agreements specify customized pricing and service options for engaging Experts for Phone Consults, Longer Projects, Job Placements, Board Placements, Surveys, Focus Groups and Other Engagement Types.

- a) The following describes some of the forms that separate Client Plan Agreements may take:
- Pay-by-the-Call/Prepaid Retainer/Subscription Client Plan Agreement: Provides pricing and terms for Pay-by-the-Call, Prepaid Call, and (in some cases) Subscription Pricing options.
  - Project-Based-Pricing (PBP) Master Service Agreement (MSA) (and Work-Orders): The Zintro MSA is a brief agreement specifying high level terms and referencing these Terms of Service. Each Work-Order associated with the Zintro MSA references the MSA and provides pricing and terms for custom quotes for specific Projects. Pricing for each Project is often-times cohort-based and is itemized by Setup Fee, Participant Incentive, and Zintro Recruiting Fee (based on the difficulty of the search). Project-Based Pricing is typically used for larger projects (e.g. sourcing at least 25 Participants for a single Search) by market research firms and management consultancies but can be used for other types of Clients as well.
  - Project Agreement: The Project Agreement works the same way as above but combines the MSA and a Work-Order into a single agreement.
  - Recruiting Agreement: Provides pricing and terms when engaging Zintro to source Consultants for Longer Projects or Job Candidates for full-time employment.

In most cases, these separate agreements take the form of a “PandaDoc” or “DocuSign” agreement which supports electronic signatures.

### 2. ZINTRO-SOURCED EXPERTS

2.1 A “Zintro-Sourced Expert” is an Expert that has been identified and Introduced (via email or other communication) to a Client by Zintro.

2.2 An Expert shall also be deemed to be “Zintro-Sourced” if that Expert was referred by another Zintro-Sourced Expert.

2.3 If, prior to Zintro Introducing an Expert to a Client, a Client has sourced that Expert through another channel, has engaged in ongoing two-way interaction with that Expert, and notifies Zintro within 3 business days of Zintro's Introduction of that Expert, the Expert will be deemed to be a “Non-Zintro-Sourced Expert”. If Client fails to notify Zintro within that time-period, the Expert is considered to be a "Zintro-Sourced Expert". In such cases, Client will provide Zintro with documentation describing how the Client sourced the Expert.

### 3. DETERMINATION OF ZINTRO FEE BY ENGAGEMENT TYPE

“Zintro Fee”, also referred to as “Zintro’s Fee”, “Zintro Fees”, “Zintro’s Fees” “Zintro Margin” or “Zintro Success Fee” is the fee Zintro earns for successfully matching an Expert with a given Client’s Project in which the Client engages or hires that Expert. The default calculation of Zintro Fee varies by Engagement Type and is further defined in the sections below for Phone Consults, Longer Projects, Job Placements, Board Placements, Surveys and Other Engagement Types. Calculation of Zintro Fee may also be included in a separate Client Plan Agreement, if one is in place.

### 4. ENGAGING EXPERTS FOR PHONE CONSULTS

4.1. If Client has not executed a separate Client Plan Agreement, the following default pricing and terms apply for Phone Consults (as defined in [II - 4. Determination of Zintro Fee by Engagement Type](#)). Total Cost-per-Call (also referred to as “Actual Cost-per-Call”) for a given Phone Consult (60 minutes or less) is the sum of the Expert Fees, Full-Service Fees, JIT Recruiting Fees, Other Service Fees and Zintro Fees as defined below.

4.2 Expert Fee for Phone Consults (also referred to as “Honorarium”, “Incentive” or “Consulting Fee”) is the fee paid to an Expert for a Call (60 minutes or less). The Expert Fee is set by the Expert but may be negotiated by Client or Zintro on behalf of Client.

4.4 Other Service Fees: Zintro offers additional optional services such as call recordings, transcriptions, moderation and summaries. These services are priced separately upon request.

4.5 Zintro Fee: The fee Zintro earns to cover the cost of operating the Zintro Platform. The Zintro Fee for a Phone Consult will be shared in the Project Agreement.

4.6 If the call extends beyond the planned-for time, Client is obligated to pay the prorated additional time to the Participant. The time will be calculated as: (# minutes over/60) \* the hourly rate of the Participant.

If a Phone Consult extends for more than three hours, the Project may be considered (from a pricing perspective) to be a Longer Project (see [II - 4. Determination of Zintro Fee by Engagement Type](#)). If it is non-contiguous (i.e. multiple Calls starting more than 24 hours apart), then Follow-on Call pricing (see below) applies.

4.7 Follow-on Calls. Zintro's fee is reduced by 50% for follow-on calls with participants already booked (By Zintro) for the same project.

4.8 Call Cancellation. If Expert does not show up for a Call or if Client deems the Expert to be unqualified during the first 10 minutes ("Grace Period") of the Call, Client can end and is not charged for the Call. If Client cancels a Call 12 hours (or more) prior to the start of the Call, the Client is not charged for the Call. If the Client cancels in fewer than 12 hours prior to scheduled start-time, the Call is deemed to be completed and the Client is charged accordingly. There may be cases where the Grace Period does not apply. If Client attempts to cancel a call via email, phone, chat, text, etc, within 12 hours of the start time, the Grace Period is no longer available and the Call will be charged in full.

4.9 Rescheduling Calls: Client may reschedule (move the date or time of a call) an already-scheduled call one time without any additional charges. For any subsequent call reschedules, Client is obligated to pay \$150 per person per rescheduling instance and the Grace Period is no longer available for any rescheduled calls.

4.10 Phone Consults that Lead to Longer Projects (with a scope of 3 contiguous hours or longer) within three years of Introduction. Initial Phone Consult cost is calculated as described above and the subsequent Longer Project is priced as described in [II: 6. Engaging Experts for Longer Projects](#).

4.11 Participant Communications: Client is entitled to ask screening questions to participants in the initial verification stage of a project and may ask one round of follow-up questions to participants once screening questions have been received. For any additional back-and-forth communications, Client must pay \$15 per series of questions per person. This includes scope and screener modifications. Any time Client asks more than one follow-up round of questions, the Grace Period is no longer available for that participant

4.12 Phone Consults that Lead to Employment of an Expert: If a Client hires a Zintro-Sourced Expert as an Employees (e.g. W-2) within three years of Introduction. Initial Phone Consult cost is calculated as described above and the pricing and terms for the subsequent Job Placement is described in [II - 7. Hiring of Experts as Employees](#).

## 5. ENGAGING EXPERTS FOR SURVEYS OR OTHER ENGAGEMENT TYPES

5.1 Pricing and terms and conditions for surveys, messaging reviews, product/ideal validations, or other Engagement Types are to be specified in a separate Zintro Plan Agreement.

## 6. ENGAGING EXPERTS FOR LONGER PROJECTS

6.1 If Client does not have a separate Client Plan Agreement, the following pricing and terms apply for Longer Projects (as defined in [II - 4. Determination of Zintro Fee by Engagement Type](#)).

6.2 Expert Fee for Longer Projects (also referred to as “Expert Fee” or “Consulting Fee”). Expert provides Client (either through Zintro or directly to Client) a proposal that can include time & materials-based and/or milestone-based pricing. Client, or Zintro on Client’s behalf, negotiates Expert’s proposal to reach mutually agreeable pricing and scope. Proposal includes Expert Fee, out-of-pocket expenses, taxes and/or any other costs related to the Service Contract. The Zintro Fee will be added to the overall proposal cost per the following calculation.

6.3 Zintro Fees for Longer Projects.

- a) Zintro Fees are calculated as the greater of 20% of the Expert Fee and 1,200 USD and are additive to Expert Fee and are paid by the Client.
- b) Zintro is entitled to earn Zintro Fees for work performed by the Expert, even for any Project (even if not the same Project and/or same part of the Client’s organization as the original search), for up to 3 years after the initial Introduction by Zintro.
- c) Client (and/or Expert) can optionally propose a Buy-out of the future stream of Zintro Fees with the terms and pricing specified in [II - 6.7 Buy-out](#).

6.4 Notification of Engagement. When engaging a Zintro-Sourced Expert for a Longer Project, Client shall promptly (within 3 business days) notify Zintro (either on the Zintro Platform or via email to [Support@Zintro.com](mailto:Support@Zintro.com)) when such Expert either receives a verbal or written offer for engagement by Client. Such notice shall contain details of the agreed-upon proposal.

6.5 Invoicing for Longer Projects.

- a) Expert will prepare invoices specifying Expert Fees, out-of-pocket expenses, and relevant taxes on a time-based or milestone-based schedule as agreed to between Expert and Client and will send the invoices to Zintro. Zintro will invoice Client for the amount specified in the Expert’s invoice plus a 20% Zintro Fee (subject to a 1,200 USD minimum added to the first invoice). To clarify, the sum of the Zintro Fees for Longer Projects across all invoices, will not exceed 1,200 USD unless the total Expert Fees exceed 6,000 USD.



- b) Out-of-pocket Expenses. Expert shall itemize, on each invoice, any (pre-approved by Client) out-of-pocket expenses and Zintro will collect them and pass them through to the Client without markup.
- c) Taxes on Expert Fee. If Expert Fee or other charges are subject to taxes, Expert will itemize such taxes on each invoice and Zintro will collect them and pass them through to the Client without markup.

6.6 Separate Engagement Agreement. Client and Expert may choose to enter into a separate agreement with each other. In such cases, agreement shall include language that recognizes Zintro's role as agent, including Zintro Fee arrangement outlined above.

6.7 Buy-out. Clients may offer to Buy-out Zintro's stream of Zintro Fees at any point prior to or during the Project.

- a) Notice. To indicate interest of a potential Buy-out, the Client will notify Zintro in writing of its intent to pay a Buy-Out fee in lieu of future Zintro Fees.
- b) Estimated Expert Fees. The Client will provide Zintro a good faith estimate of the then-anticipated amount to be paid to the Expert for such Expert Services during the twelve (12) month period immediately following the date of such notice.
- c) Buy-out Amount Calculation. If Zintro accepts the Estimated Expert Fees projection, the Client will pay Zintro the Buy-out Amount calculated as the greatest of (i) twenty percent (20%) of the Estimated Expert Fees, (ii) twelve (12) times the historical Average Monthly Zintro Fees (as defined below) and (iii) five thousand dollars (5,000 USD). For purposes of this Agreement, the "Average Monthly Zintro Fees" means the average monthly amount of Zintro Fees that became due based upon work performed for the Client by the Expert over the four (4) months immediately preceding the buy-out notice described in clause (b) above, not counting any months in which no Zintro Fees became due.

6.8 Hiring Expert as an Employee. If Client, at any point, wants to hire an Expert as an Employee, see [II - 7. Hiring of Experts As Employees \(Job Placements\)](#).

6.9 Audit Rights. Client and Expert each shall (i) create and maintain records to document satisfaction of its obligations under this Agreement and any Service Contract, including without limitation their payment obligations and compliance with tax laws, and (ii) provide copies of such records to Zintro upon request. Zintro, or Zintro's advisors or agents, shall have the right, but not the obligation, to routinely, but no more frequently than annually, audit Expert's operations and records to confirm compliance. Nothing in this provision should be construed as providing Zintro with the right or obligation to supervise or monitor the actual Expert Services performed by Expert.

## 7. HIRING OF EXPERTS AS EMPLOYEES (JOB PLACEMENTS)

7.1 If Client does not have a separate Client Plan Agreement, the following pricing and terms apply for Job Placements (as defined in [II - 4. Determination of Zintro Fee by Engagement Type](#)).

7.2 Zintro Fee for Hiring Experts as Employees. For hiring Zintro-Sourced Experts as Employees (e.g. W-2), the Zintro Fee is 15% of total first-year cash compensation including salary and estimated bonuses and commissions and is paid by Client.

7.3 Notification. Client shall promptly (within 3 business days) notify Zintro when a Zintro-Sourced Expert receives a verbal or written offer for employment with Client or accepts employment with Client. Such notice shall contain details of the compensation Client will pay to the Expert.

7.4 Zintro Invoicing Schedule. Zintro will invoice Client 50% of Zintro's Fee upon Expert's acceptance of the Client's offer of employment and the remaining 50% upon Expert's start-date.

7.5 Expert Hired or Engaged for a Different Position or Project. Within three years from when a Zintro-Sourced Expert was Introduced to the Client, if the Expert is hired or engaged by the Client for any position or project within the organization, irrespective of whether Zintro was assigned to that particular search, the Client will pay Zintro the applicable Zintro Fee specified in this section for Job Placement or section [II - 6. Engaging Experts for Longer Projects](#) or [II - 7. Hiring of Experts as Employees \(Job Placements\)](#).

## 8. PAYMENTS TO ZINTRO

8.1 Zintro provides multiple payment options for Clients with a separate Client Plan Agreement including ACH, wire-transfer, credit card, PayPal and others. If Client does not have a separate Zintro Plan Agreement, then payments can be made on the Zintro Platform via credit card or PayPal.

8.2 If payments are to be made on the Zintro Platform, the User hereby authorizes Zintro to run credit card (or PayPal) authorizations on all credit cards (or PayPal accounts) provided by User, to payment details as User's method of payment for any amounts due in connection with the use of the Zintro Platform, receipt of the Recruiting Services or engagement for Expert Services hereunder, and to charge User's credit card (or any other form of payment authorized by Zintro or mutually agreed to between User or User's Company and Zintro as part of a Zintro Plan Agreement).

8.3 The expiration or termination of this Agreement shall not affect Client's payment obligations.

8.4 Any undisputed invoices not paid within 30 days from the due date will incur a 5% late fee.

## 9. Publicity

During the term of this Agreement, (a) Client agrees to participate in case studies and other similar marketing efforts reasonably requested by Company; (b) Zintro may disclose that Client is a customer to third parties; and (c) Zintro may include on and in Zintro's website, case studies, marketing materials, and conference presentations and other speaking opportunities, Client's testimonials and other feedback regarding the Services, name, website URL, use case, and logo and other marks. Upon request from Client, Zintro will promptly stop making the disclosure and use described in the foregoing sentence except to the extent already included in any then-existing materials.

## SECTION III. ADDITIONAL TERMS OF SERVICE FOR EXPERT

The terms in this section are supplemental to [Section I](#) but only apply to Experts, also referred to as “You” or “you” throughout this section.

### 1. CONDITIONS OF MEMBERSHIP IN ZINTRO AND PARTICIPATION IN PROJECTS

1.1 You may become an Expert and participate in a Project if, and only if, all of the following compliance conditions are satisfied. Your Zintro membership and participation would not:

- a) present any conflict of interest.
- b) cause you to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, you provide or have provided consulting services).
- c) cause you to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, your employer, your previous employers or any company to which, or through which, you provide or have provided consulting services).
- d) result in the disclosure of any confidential or proprietary information (including trade secrets) not owned exclusively by you.
- e) result in any communication or disclosure to any third party of any Material Nonpublic Information (MNPI), as defined below, concerning any public company or security.
- f) violate any law, rule or regulation.

1.2 You must discontinue participating in any Project that would result in a violation of any of the above conditions.

1.3 You are solely responsible for determining whether you are permitted to join Zintro and to participate in Projects. Before applying to join Zintro, you must review any and all legal agreements that could restrict your ability to participate, including, without limitation, employment agreements, consulting agreements, non-disclosure agreements, employee handbooks, codes of ethics and similar employment policies. You should also consider whether you should obtain consents or waivers from your employer, clients or any other third parties (if applicable, in each instance) to ensure that you are permitted to act as an Expert. An Expert's participation in any Project with any Client is at the Expert's sole discretion.

1.4 Experts are never obligated to accept or continue any Project and may decline to participate or continue to participate in any Project at any time.

## 2. YOUR COMPANY AND MATERIAL NONPUBLIC INFORMATION (MNPI)

2.1 You agree not to participate in a Project if the topic of the Project is a company for which you are a current employee, director, trustee, officer, or board member (or for which you hold a similar position) unless you are the proprietor of such company. You further agree that if you were previously employed in the finance or accounting department of a company, you will not consult about that company until four months after termination of your employment. If a public company of which you are an employee, director, trustee, officer, or board member (or for which you hold a similar position) is the target or bidder in a tender offer, or has filed to issue an IPO, you must decline all Projects until the tender offer is resolved or the IPO is issued.

2.2 “Material Nonpublic Information (MNPI)” means data relating to a company that has not been made public but could have an impact on its share price. You agree not to share MNPI with Zintro Clients or employees. You also agree to terminate any Project that you suspect the Client is seeking MNPI.

2.3 It is also important to understand that the prohibitions on disclosing or misusing information do not apply only to “insiders” such as officers, directors, employees and significant shareholders of an issuer. The prohibitions can also apply to “outsiders” such as consultants, accountants, lawyers and underwriters who have a duty of trust or confidence to the source of the Material Nonpublic Information. In addition, the prohibitions can also apply to persons with a family relationship to the source of the information, and to persons with any other relationship of trust or confidence with the source (such as when people have a history, pattern or practice of sharing confidences). You are prohibited from disclosing any nonpublic information in breach of any duty of trust or confidence to the source or subject matter of the information.

## 3. GOVERNMENT EMPLOYEES

If you are a government employee and your employer prohibits its employees from participating in outside consulting projects, you may not be an Expert in Zintro or participate in any Project. If you are a government employee who may engage in outside consulting, you agree not to consult about matters presently regulated by the agency or department in which you are employed. You further agree not to consult about any legislation, regulation or policy that you are in a position to vote upon or otherwise influence. You agree not to offer, pay, promise, or authorize, or accept or agree to accept any payment, gift or item of value to or from another person or entity for the purpose of seeking influence, obtaining or retaining business or for any other improper business advantage or purpose.

## 4. INVESTMENT ADVICE

Zintro is not a registered investment adviser (as defined in the Investment Advisers Act of 1940, 15 U.S.C. § 80B-1, et seq., and the rules and interpretations promulgated thereunder) and cannot transact business as an investment adviser or give investment advice. You agree not to provide to Zintro or to any Client any investment advice including, without limitation, advice concerning the value of any security or the advisability of buying, selling or otherwise investing in any security.

## 5. HEALTHCARE PROFESSIONALS

If you are a healthcare professional, you agree not to disclose any patient or other information prohibited to be disclosed under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules or other similar laws, rules or regulations, or to dispense any medical advice at any time during the course of your service as an Expert. You shall promptly notify us by emailing [Support@Zintro.com](mailto:Support@Zintro.com) if, in your reasonable opinion, a Client is seeking to speak to you for any purpose other than to conduct research (e.g., attempting to obtain medical services or market products or services to you). You agree that you shall at all times comply with federal and/or state anti-kickback laws and other federal and state laws restricting gifts to and relationships with prescribers. You further represent to Zintro that you are duly licensed in all jurisdictions in which you are currently practicing, and that you are not listed on the List of Excluded Individuals/Entities issued by the Office of the Inspector General of the U.S. Department of Health and Human Services, the System for Award Management (SAM) and/or the Debarment List of the U.S. Food and Drug Administration. You agree that you will promptly notify Zintro in the event that any of the representations in this paragraph cease to be true. You understand and acknowledge that certain of our Clients may need to comply with federal and/or state reporting requirements including, without limitation, the Physician Payments Sunshine Act, a federal requirement applicable to manufacturers of drugs, biologics, devices and medical supplies to report any payments made to physicians and teaching hospitals to the Department of Health and Human Services (HHS) on an annual basis. If you participate in a Project for a reporting Client, you agree to provide information for this purpose including, among other things, a unique identifier such as your National Provider Identifier (NPI). You agree that all information that you provide for this purpose will be accurate and complete and acknowledge that such information as well as other information about you and the payment you received may be published on a publicly available and searchable website.

## 6. CLINICAL TRIAL PARTICIPANTS AND CONSULTANTS

If you have participated in a clinical trial or provided consulting services to a person or entity, you may have duties or obligations to treat certain related information as confidential. You must satisfy those duties and obligations and any other policies and requirements of such person or entity, your institution(s) and trial sponsors. Under no circumstances may you ever disclose or discuss any confidential information learned in the course of your consulting or clinical trial

participation, including patient experience information and trial results, until such information has been made public. If you are a Data Safety Monitoring Board or Clinical Trial Steering Committee member on an ongoing clinical trial, you may not discuss the ongoing trial phase until it is completed and the results are made public.

## 7. ATTORNEYS AND AUDITORS

If you are an attorney, you agree not to consult about any clients you currently represent or to disclose any information or opinions that would breach any legal or ethical duty you or your firm owes to past or present clients. If you are currently an auditor or formerly an auditor, you agree not to consult about companies or other organizations that you currently audit or have audited within the last three years. If you are an attorney or an auditor in current practice, you represent that you are duly licensed to practice in the jurisdictions in which you currently practice, and that you are in good standing as a member of the Bar or other similar professional board to which you are subject. You agree not to provide any legal or professional services to a Client during a Project for that Client.

## 8. LEGAL PRIVILEGE

In the event that a Client initiates a Project involving its legal counsel, it is possible that the Client may wish to assert a claim of legal privilege concerning the Project. Under these circumstances, Client's legal counsel may ask you to enter into a separate written engagement agreement with them for your services (an "Engagement Agreement"). Any such request may only come through Zintro and you may only choose to accept following Zintro's prior written approval in its sole discretion. So approved, an Engagement Agreement shall control over any inconsistent terms in these Terms of Service with respect to your relationship and obligations to such Client with respect to the Project. Such Engagement Agreement shall be treated as a separate agreement in the [III - 13. Application of these Terms of Service](#) paragraph below and shall not modify your obligations to Zintro or third parties, under these Terms of Service or otherwise.

## 9. ANTI-CORRUPTION; FALSE OR MISLEADING INFORMATION

You shall not offer, give or promise to give any gift, payment, consideration, financial or non-financial advantage to another person directly or indirectly in connection with a Project or these Terms of Service. You further agree not to accept or agree to accept any gift, payment, consideration, financial or non-financial advantage in exchange for obtaining or retaining business or improperly performing a relevant function. You agree never to disseminate false or misleading information or inaccurately represent your experience, education, employment or knowledge to us or any Clients. You further agree not to mislead or misrepresent yourself to a person for any reason directly or indirectly related to a Project or these Terms of Service



including, without limitation, for the purpose of gathering information from such person for a Project.

## 10. PRIOR MISCONDUCT

You represent that you have not been convicted of or charged with any felony. You represent that you are not, and have not been, the target or subject of any regulatory or enforcement proceeding brought by any securities, commodities or other financial regulatory authority, self-regulatory organization or other law enforcement body. You represent that you have not been debarred, excluded, suspended or otherwise not permitted to participate in U.S. government or state programs, including, without limitation, under the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Specially Designated Nationals List of the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the System for Award Management (SAM). Should your status change with respect to any of these representations, you shall immediately inform Zintro.

## 11. ACCURACY OF INFORMATION

You are solely responsible for the accuracy and completeness of information that you provide to Zintro (your "Expert Information") and you understand that Zintro, Clients and third parties may and will rely on your Expert Information. You agree to provide us with accurate and up-to-date biographical information on your application and in connection with any further queries, including, without limitation, your current and former employment, and any conflicts or restrictions on your ability to consult. Based on further information from you or other sources, we may amend your Expert Information and you acknowledge that you are under a continuing obligation to monitor the accuracy of your Expert Information and to update changes promptly.

## 12. PRIVACY

12.1 Privacy Policy. See [I - 7. Privacy](#) and [Zintro's Privacy Policy](#) for Zintro's handling of your personal information.

12.2. Onboarding of your Expert Profile by Zintro. In certain cases, (for example: if you communicated with a Zintro recruiter by email and/or LinkedIn), your Expert Profile may be set up for you by Zintro employees or contractors. In such cases, you will be notified about the creation of your account and asked to accept these Terms of Service. Moreover, you may request that public sections of your Expert Profile remain visible to one or all of the following by making the visibility determination within your Zintro Profile or by requesting Zintro change the setting for you by notifying us at [Support@Zintro.com](mailto:Support@Zintro.com).

- a) Only a specific Client for a particular Project
- b) To Zintro's matching algorithm so that you can be automatically notified about potential Projects in the future

- c) To Zintro's recruiters for manual matching so that you can be manually notified about potential future Projects
- d) To external search engines (e.g. Google, Bing) that crawl the Zintro platform
- e) To be removed and/or deleted

If you choose to be presented to the Client for a particular Project or do not request a change to your Profile visibility, Zintro will choose the setting for you. At any time, you can update that setting in your Zintro Profile or request that we change the setting for you by notifying us at [Support@Zintro.com](mailto:Support@Zintro.com).

12.3. Private sections of Expert Profiles and Account information (including email, tax forms, payment history, etc.) will always be private, subject to applicable law.

12.4. As part of its compliance screening process, Zintro and its Clients reserve the right to conduct background checks on you, either internally or utilizing third-party services, and to confirm your professional and educational history. You agree that we may disclose Personal Information as required by law, to protect Zintro's rights, or for the prevention, detection or disclosure of a crime. Experts also recognize that Clients may be required by law or their compliance policies to disclose Personal Information about their Projects with you and you authorize Zintro and its Clients to make such disclosures.

## 13. APPLICATION OF THESE TERMS OF SERVICE

By becoming an Expert, you represent and warrant to us that you are in compliance with each of the conditions, agreements, acknowledgments, representations, covenants, warranties and other obligations included in these Terms of Service (Sections I and III). As an Expert, you will be expected to provide information during any Project in good faith, to the best of your ability and at all times consistent with these Terms of Service. *You understand and acknowledge that each Zintro employee, affiliate, affiliate employee and Client is an intended third-party beneficiary of these Terms of Service and shall therefore have the right to enforce your compliance with them.* In certain cases, a Client may require you to make additional representations, acknowledgments or agreements in connection with a particular Project and you understand and acknowledge that the Client may rely on such additional representations, acknowledgments and agreements and enforce your compliance with them. In addition, a Client may require you to sign a separate agreement in connection with a particular Project. Zintro does not review such separate agreements and/or any related documents and disclaims any and all liability for the content of such separate agreements or any consequences that may arise from or relate to such separate agreements. You are urged to consult with your own counsel concerning your situation and any questions you may have before entering into any such separate agreement. You must decline to participate in, or to continue your participation in, any Project or other activity that would cause you to violate these Terms of Service and immediately inform us of the reason. We typically do not participate in your interactions with Clients and shall not be liable or responsible to you in any manner whatsoever for Projects arranged by us. You are solely responsible for ensuring your continued compliance with the Terms of Service. You

agree to cooperate fully in any inquiry concerning actual, alleged, or potential violations of these Terms of Service. *You must notify Zintro immediately by emailing [Support@Zintro.com](mailto:Support@Zintro.com) if you terminate a Project early for purposes of complying with these Terms of Service.*

## 14. CONFIDENTIALITY

14.1 In connection with use of the Zintro Platform and/or the Recruiting Services, Zintro and/or Expert (“Receiving Party”) may receive nonpublic information of a sensitive, confidential or proprietary nature from Zintro Client (“Disclosing Party”).

14.2 Receiving Party agrees not to reveal, to any third party, Confidential Information which the Receiving Party obtains from the Disclosing Party. Such confidentiality obligations shall last without limitation in time. Further, the Parties agree not to use Confidential Information (as defined below) for any other purpose than the fulfilment of a Service Contract. For the avoidance of doubt, the Receiving Party undertakes to, and shall ensure that other representatives or affiliates that may have access to Confidential Information undertake to, not use such Confidential Information for its/their own benefit, including but not limited to use of Confidential Information for the purpose of making investment or trading decisions.

14.3 “Confidential Information” means all data and information relating to the business and management of the Disclosing Party, including proprietary and trade secret technology and accounting records to which access is obtained by the Receiving Party, including (as defined below) Work Product, Production Processes, Other Proprietary Data, Business Operations, Computer Software, Computer Technology, Marketing and Development Operations, Customers and Investment Strategy. Confidential Information will also include any information that has been disclosed by a third party to the Disclosing Party and governed by a non-disclosure agreement entered into between the third party and the Disclosing Party. Confidential Information will not include information which:

- a. is generally known to the public or which becomes a matter of general knowledge in a manner other than through the Receiving Party’s breach of the provisions of these Terms;
- b. the Receiving Party can prove that it possessed before it received the information from the Disclosing Party;
- c. the Receiving Party received or will receive from a third party when the Receiving Party does not have a duty of secrecy to such party or under due process of law or regulation including an order of a court of competent jurisdiction or any regulatory or governmental body with jurisdiction over the Receiving Party.

14.4 The Receiving Party agrees to ensure that its officers, directors, employees and consultants do not disclose confidential information to third parties. The Receiving Party is thus under a duty to ensure that such parties who can be expected to come into contact with

information of a confidential nature are required to keep such information confidential to the same extent that these Terms of Service require the Receiving Party itself to do.

14.5 The Disclosing Party acknowledges that the Receiving Party will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Disclosing Party and which information is the exclusive property of the Disclosing Party, including, without limitation:

- a. "Work Product" means work product resulting from or related to work or projects performed or to be performed for the Disclosing Party or for Clients of the Disclosing Party, of any type or form in any stage of actual or anticipated research and development;
- b. "Production Processes" means processes used in the creation, production and manufacturing of the Work Product, including but not limited to formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;
- c. "Other Proprietary Data" means information relating to the Disclosing Party's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
- d. "Business Operations" means internal personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the Disclosing Party's business;
- e. "Computer Software" means all sets of statements, instructions or programs, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ("Computer Programs"); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;
- f. "Computer Technology" means all scientific and technical information or material pertaining to any machine, appliance or process, including specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;
- g. "Marketing and Development Operations" means marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Disclosing Party which have been or are being discussed; and
- h. "Customers" means names of customers (or prospects of Company, even if not formally engaged) and their representatives, contracts and their contents and parties, customer

services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by Clients of the Disclosing Party.

- i. "Investment Strategy" means investment strategies and/or names of target companies that Disclosing Party (or one of their customers) has made or is evaluating an investment that has been explicitly or implicitly disclosed by the Disclosing Party.

14.6 Except as otherwise provided in this Agreement, the Receiving Party must not disclose the Confidential Information.

14.7 "Permitted Purpose" means any activity or process to be undertaken or supervised by the Receiving Party, for which purpose authorised disclosure of the Confidential Information is a prerequisite in order to enable Service Contract to be accomplished.

14.8 Except as otherwise provided in this Agreement, the Confidential Information will remain the exclusive property of the Disclosing Party and will only be used by the Receiving Party for the Permitted Purpose. The Receiving Party will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Disclosing Party or any of its affiliates or subsidiaries.

14.9 The obligations to ensure and prevent the disclosure of the Confidential Information imposed on the Receiving Party in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and will continue for a period of one (1) year from the date of such expiration or termination.

14.10 The Receiving Party may disclose any of the Confidential Information:

- a. to such of its employees, agents, representatives and advisors that have a need to know for the Permitted Purpose provided that:
  - i. the Receiving Party has informed such personnel of the confidential nature of the Confidential Information;
  - ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Receiving Party;
  - iii. the Receiving Party agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and
  - iv. the Receiving Party agrees to be responsible for and indemnify the Disclosing Party for any breach of this Agreement by its personnel.
- b. to a third party where the Disclosing Party has consented in writing to such disclosure; and to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

14.11 The Receiving Party agrees that, upon request of the Disclosing Party, or in the event that the Receiving Party ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, the Receiving Party will turn over to the Disclosing Party all

documents, disks or other computer media, or other material in the possession or control of the Receiving Party that:

- a. may contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- b. is connected with or derived from the Receiving Party's services to the Disclosing Party.

14.12 Remedies. The Receiving Party agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Disclosing Party or its Customers. Accordingly, the Receiving Party agrees that the Disclosing Party is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Receiving Party, any of its personnel, and any agents of the Receiving Party, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

14.13 Notices. In the event that the Receiving Party is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Receiving Party will give to the Disclosing Party prompt written notice of such request so the Disclosing Party may seek an appropriate remedy or alternatively to waive the Receiving Party's compliance with the provisions of this Agreement in regards to the request.

14.14 If the Receiving Party loses or makes unauthorized disclosure of any of the Confidential Information, the Receiving Party will immediately notify the Disclosing Party and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

## 15. PROJECTS

15.1 Projects can take many different forms including Phone Consults, Longer Projects and Job Placements. See Section I, paragraph [I - 4. Classification of Engagement Types](#) for the categorization of Projects.

15.2 You shall only accept Projects with Zintro Clients individually arranged or explicitly approved by Zintro. If a Client requests additional Projects or other work, you must receive explicit approval from Zintro before commencing work. *You will not be paid for any Project with a Zintro Client that was not individually arranged or explicitly approved by Zintro in advance, even if the Project was a follow-up to a Project that was arranged by Zintro.*

15.3 You are not permitted to invite any third-party to participate in any Project without Zintro's prior written consent.

15.4 Zintro makes no representation regarding the frequency or quantity of Project requests that you will receive.



15.5 You understand and agree that certain of Zintro's Clients may elect to record and/or transcribe consultations between their personnel and Experts, and that Zintro will have no access to or control over any such recording or transcription. You similarly understand and agree that a Client's compliance personnel may listen to a consultation without prior notice and without announcing that they have joined the consultation.

15.6 We expect you to perform all Projects in a timely, diligent and professional manner consistent with highest industry practice.

## 16. PAYMENT TO EXPERTS

16.1 Experts can set their own rate for any project. If recruited for a specific project, a Zintro recruiter may suggest a rate that the Expert can choose to accept or counter-propose an alternative rate.

16.2 For Longer Projects, Expert is responsible for preparing an invoice and sending to Zintro (by email to [Accounting@Zintro.com](mailto:Accounting@Zintro.com)) when a payment is due. Invoices can be sent on a periodic (weekly, monthly, etc.) or milestone basis depending on the arrangement structured between Client and Expert. Invoice should include the Expert Fee, out-of-pocket expenses and (if any) relevant taxes. Phone Consults do not require an invoice.

16.3 Experts can choose (by selecting a payment method) within the Zintro Platform to be paid by. Zintro uses Dots.Dev as a payment provider. Dots may periodically add or remove payment methods.

16.4 Zintro typically pays Experts within 10 business days when the following conditions are met. a) Expert has provided a W9 (if U.S. based) or W8-BEN (non-U.S. based) and b) after Zintro has been paid by the Client. For most Phone Consults, Zintro will pay Expert prior to being paid by Client but Zintro reserves the right to withhold payment if not yet paid by Client. Expert can contact Zintro support ([Support@Zintro.com](mailto:Support@Zintro.com)) to inquire whether Expert Fees may be held up pending Client payment.

16.5 Zintro Transaction Fees on Expert Payments. In certain cases (typically when Zintro has a legacy Plan with Clients) 15% Zintro fees may be netted from Expert payments. Very few of these Plans remain in place. Experts can contact Zintro support ([Support@Zintro.com](mailto:Support@Zintro.com)) to inquire whether transaction fees will be netted for a given transaction.

16.6 Transaction Fees on Expert payments. Payment vendors (like PayPal) typically charge a fee for processing payments. Zintro reserves the right to pass these fees on to Experts by netting them from the amount paid to Expert. In certain cases (depending on which Client Plan is in place), Zintro will cover the cost of these fees, but in other cases they will be borne by the Experts. Expert can contact Zintro support ([Support@Zintro.com](mailto:Support@Zintro.com)) to inquire whether transaction fees for a particular Project and payment method will be netted for a given transaction before selecting a payment method.



16.7 Canceled Phone Consults. If a Client opts out during the first 10 minutes (“Grace Period”) of a Call, Client will not be charged and Expert will not be paid. If a Client cancels a Call 4 (or more) hours prior to the start of the Call, the Expert will not be paid. If the Client cancels in fewer than 4 hours prior to scheduled start-time, the Call is deemed to be completed and Zintro will make best efforts to reschedule the Call and/or get paid by the Client. In all cases, Expert will only be paid for the Call if Zintro is paid by the Client.

16.8 Hold On Funds. In cases of fraud, abuse or violation of this Agreement, all monies due to an Expert may be held and/or reclaimed, not just those from the Service Contract(s) under investigation.

## 17. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that any Expert Services performed by you under these Terms of Service shall be performed as an independent contractor and consultant, and you further understand and acknowledge that you have no authority to act or speak on Zintro's behalf or to represent that you have any such authority. You shall not be deemed to be an employee of Zintro or any of its Clients and you shall not be entitled to any benefits provided by either Zintro or any of its Clients. You shall not identify yourself to any person or entity as an employee of Zintro or any of its Clients. You agree that you shall be personally responsible and liable for any and all taxes and other payments due on payments received by you for services provided under these Terms of Service. Nothing in these Terms of Service shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between you, Zintro or its Clients. You represent that you are joining Zintro in your individual capacity and not as an agent or representative of any entity or individual (including, without limitation, any investment adviser), unless otherwise agreed in writing between Zintro and such entity or individual.

## 18. NON-CIRCUMVENTION; NON-SOLICITATION

Following the completion of a Project with a Client you agree not to directly contact the Client for any reason or provide the Client with any unsolicited information or gifts without our prior consent. You further agree that for a period of three years from the completion of any Project with a Client to whom you have been first introduced by us, you will not circumvent Zintro by knowingly soliciting, negotiating with, or entering into any agreement or other arrangement (whether written or oral) with such Client pursuant to which you would be engaged by such Client to provide services without Zintro's prior written consent. You also agree that, for a period of three years after the termination of your relationship with Zintro for any reason whatsoever, you will not, directly or indirectly, solicit for employment, employ or hire any employee of Zintro or of any Clients to whom you have been first introduced by us. Also refer to [1 - 6. Disintermediation](#).

## 19. INTELLECTUAL PROPERTY

You are solely responsible for the content that you share or create in connection with your performance of Expert Services hereunder. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format (hereafter, "IP"), that you provide to Zintro, Clients or third parties in connection with your performance of such services. IP that you create in connection with any Client Project shall be solely owned by the Client who requested the Project and that Client may use such IP for any purpose permitted under applicable law and that Client's agreement with Zintro. Any inventions, discoveries or improvements that are based in any way on any IP you create for a Client in the course of a Project, and all intellectual property rights in such inventions, discoveries or improvements, shall likewise be owned solely and entirely by the Client. Any IP that you created prior to, or independently of, any Project (hereafter, "Expert IP") remains your property. However, with respect to any Expert IP that you share or otherwise provide to a Client in connection with a Project, you shall automatically grant that Client a perpetual, world-wide, royalty-free, and transferable license to use such Expert IP. Without limiting the foregoing, you further agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any IP you share with or otherwise provide to that Client for any purpose whatsoever, including, but not limited to, devising, manufacturing, promoting and selling products and services using such information.

## 20. FEATURED EXPERT PLAN

20.1 In order to utilize some of the optional Featured Expert Plan service offerings (e.g. promotion of Expert's profile, the ability to respond to more Client inquiries than the Basic (free) Expert service) on the Zintro Platform, Experts must pay Zintro a recurring subscription fee. Such subscription fees are non-refundable. If you sign up for a Featured Expert Plan, you agree to pay Zintro all subscription charges associated with the membership type to which you subscribe, as described on the Site at the time you subscribe, and provide your payment information. You also authorize Zintro to charge your chosen payment provider according to the terms of the membership type to which you subscribe. The subscription period and the amount and frequency of the charges will vary depending on the Plan you or your Company select. Zintro reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

20.2 Zintro Featured Expert Plan subscriptions will continue until cancelled by the Expert or Zintro terminates this Agreement. After your initial subscription commitment period, and again after any subsequent subscription period, your subscription will automatically renew for an additional equivalent period as the subscription term you originally selected and at the subscription rate and frequency disclosed to you on the Site when you originally subscribed, unless otherwise provided at the time you subscribed. You may cancel your paid membership subscription by adjusting your account settings. If you cancel your subscription, you will be permitted to use your subscription until the end of your then-current subscription term.