

Platform Service Agreement

Legal requirements for Members ("Freelancers", "Agencies", "Clients", "Verified Marketers") and Investis Digital.

INTRODUCTION	2
SECTION ONE: YOUR SERVICE CONTRACT WITH INVESTIS DIGITAL	2
1. INTRODUCTION AND SCOPE	2
2. THE COMMUNITY PLATFORM	3
3. SUPPLY OF SERVICES	4
4. CUSTOMER'S OBLIGATIONS	4
5. FINANCIAL MATTERS - SERVICE FEES	5
6. FINANCIAL MATTERS - PROJECTS	7
7. EMPLOYMENT LIABILITY	9
8. INTELLECTUAL PROPERTY RIGHTS	10
9. CONFIDENTIALITY	10
10. LIMITATION OF LIABILITY AND INDEMNITY:	11
11. TERMINATION	13
12. CONSEQUENCES OF TERMINATION	14
13. AUDIT RIGHTS	15
14. FORCE MAJEURE	15
15. GENERAL	15
SECTION TWO: INVESTIS DIGITAL - COMMUNITY CONTRACTING PRINCIPLES	17
SECTION THREE: THE PLATFORM PROCESS	20
1. Registration as a Member:	20
2. Projects:	20
3. Communication by a Member with another Member:	20
4. Defining the Project Deliverables	20
5. Contract between buyer and seller:	21
6. How do I assess the quality of the freelancers work:	21
7. Invoicing:	21
8. When is payment due:	21
9. Client Account:	21
10. Time required to respond to messages:	21
11. Delivery Times:	21
12. Project Payment arrives to Seller after 30 days:	22
SECTION FOUR	26
DATA AND PRIVACY	26

INTRODUCTION

This Platform Agreement sets out in one place all the legal requirements on you, other Members (at times also referred to as “Freelancers”, “Agencies”, “Clients”, or “Verified Marketers”), and us, Investis Digital Limited, which binds us all as one community and ensures a fair and mutually beneficial platform for all activities over the Platform.

We have provided a helpful Glossary of Terms in the Appendix to this Platform Agreement, which explains what we mean in respect of specific words and phrases used throughout, which are capitalised so you know when such a definition exists.

Section 1 of this Platform Agreement sets out the Services Contract between you as a Member and us, Investis Digital Limited. It explains the terms and conditions relevant to your registration and ongoing eligibility as a Member, the Process to be followed by us both throughout the membership lifecycle and our respective rights and obligations.

Section 2 sets out some Contracting Principles, which will bind you and another Member as soon as you have agreed to take on a Project with that Member. We have provided these to help take some of the angst out of the contracting process with other Members and to ensure that the engagements between Members are on fair and reasonable terms and give Members the best chance of avoiding contractual disputes.

Whilst compliance with these Contracting Principles are a condition of your Membership, we understand and agree that Members should be free to contract on other agreed terms and conditions, provided these do not conflict with the Services Contracting Principle and are fully recorded on the Platform.

Section 3 is where you can find all the practical, administrative rules, processes and procedures which make the Community Platform run smoothly and which you are obliged to follow as a condition of your membership.

SECTION ONE: YOUR SERVICE CONTRACT WITH INVESTIS DIGITAL

1. INTRODUCTION AND SCOPE

1.1. The Services Contract governs the contractual arrangements between Investis Digital and the Members for the provision of services over the Platform and incorporates the following:

1.1.1 the Conditions

1.1.2 the Platform Process

1.1.3 Investis Digital Terms of Service available at <https://www.traktion.ai/terms-of-service>,

1.1.4 Investis Digital Privacy Policy & Cookie Policy available at <https://www.traktion.ai/privacy-policy>

which together define the rights and obligations between Members and Investis Digital. In the event of conflict of terms, the Conditions prevail.

1.2. The Conditions do not apply to the contractual arrangements in respect of Projects formed online between Buyer Members and Seller Members, which shall be governed by the Contracting Principles and any compatible terms and conditions agreed between Members which are logged on the Community Platform.

1.3. The Services Contract constitutes the entire agreement between the parties. The Member acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Investis Digital which is not set out in the Services Contract.

1.4. Any samples, drawings, descriptive matter or advertising issued by Investis Digital, and any descriptions or illustrations contained in Investis Digital's catalogues or brochures or on the Site, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Services Contract or have any contractual force.

1.5. The Conditions apply to the Services Contract to the exclusion of any other terms that the Member seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Conditions shall be deemed accepted by Members at least on access to the Community Platform and as a pre-condition to Investis Digital granting access to the Community Platform and providing the Services.

2. THE COMMUNITY PLATFORM

2.1. The Platform is a web-based platform hosted by Investis Digital and accessed via the Site at <http://app.traktion.ai/>, which enables Members to buy and sell digital marketing services online. Buyer Members ("Clients") submit Projects and are connected to Seller Members ("Freelancers", "Agencies", "Clients", "Verified Marketers") to apply for them. Seller Members post profiles and apply to provide services requested in Projects.

2.2. The Community Platform is not available:

2.2.1 to persons under the age of 18 or who do not otherwise have legal capacity to enter into contracts on behalf of the Member;
and

2.2.2 to persons who are subject to any sanctions from time to

time applied by any competent authority; and

2.2.3 In respect of Projects which are illegal under any relevant jurisdiction or otherwise (in Investis Digital's reasonable opinion) immoral or which may bring the Platform into disrepute or otherwise affect the commercial interests and/or reputation of Investis Digital or its other Members.

2.3. Investis Digital reserves the right to validate Member information or identity at any time, including against third party databases or other legal documents and the Members hereby authorises Investis Digital for this purpose to make any enquiries to confirm Member or applicant identity.

2.4. The Member is solely responsible for the accuracy and completeness of the Member's profile and information provided over the Platform.

2.5. By applying for membership, the Seller Member warrants to Investis Digital and to Buyer Members that they have the skills, qualifications, capacity and ability to provide the services for which the Services Contracting Member applies.

2.6. Investis Digital uses a third-party payment system to link Member payment details to the Platform. The processing of payments or credits, as applicable, in connection with Member your use of the Platform will be subject to the terms, conditions and privacy policies of the payment system and the Member's credit card issuer or bank in addition to the Services Contract. Investis Digital is not responsible for any errors by the Payment Services Provider and the Member shall hold Investis Digital harmless in respect of any losses, fees, expenses, claims, damages or other liability under whatever head of claim, which may be incurred by the Member as a result of such errors by the Payment Services Provider.

3. SUPPLY OF SERVICES

3.1 Investis Digital shall supply the Services to the Member in accordance with the Services Contract using reasonable care and skill.

3.2 Investis Digital shall use all reasonable endeavours to meet any performance dates in connection with the Services, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 Investis Digital shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements, or which do not materially affect the nature or quality of the Services, and Investis Digital shall notify the Member in any such event.

4. CUSTOMER'S OBLIGATIONS

4.1 The Member shall:

4.1.1 abide by Investis Digital Terms of Access and Use referred to in

Condition 1.1 in respect of its access to the Site and to the Community Platform and only use the interface provided for such access and to keep all access codes and passwords secure;

4.1.2 abide by the content and spirit of the Contracting Principles;

4.1.3 ensure that the specifications for all Projects shall be clearly set out and any information it provides over the Community Platform is complete and accurate;

4.1.4 co-operate with Investis Digital in all matters relating to the Services;

4.1.5 provide Investis Digital with such information and materials as Investis Digital may reasonably require in order to supply the Services or to approve the Member's membership, and ensure that such information is accurate in all material respects;

4.1.6 notify Investis Digital of any infringements of the Services Contract or the Contracting Principles;

4.1.7 obtain and maintain all necessary licences, permissions and consents which may be required before the date on which the Services are to start;

4.2 If Investis Digital's performance of any of its obligations under the Services Contract is prevented or delayed by any Member Default:

4.2.1 Investis Digital shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its obligations to the extent the Member Default prevents or delays Investis Digital's performance of any of its obligations;

4.2.2 Investis Digital shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from Investis Digital's failure or delay to perform any of its obligations as set out in this clause 4.2; and

4.2.3 The Member shall reimburse Investis Digital on written demand for any costs or losses sustained or incurred by Investis Digital arising directly or indirectly from the Member Default.

5. FINANCIAL MATTERS - SERVICE FEES

5.1 In consideration of the Services, Investis Digital shall be entitled to charge 17% + VAT (or such other percentage agreed in writing) of the total Seller

Member's service fees as per this agreement. Investis Digital charges the Seller Member this fee, which is taken as a percentage of the Seller Members' fees and is paid monthly.

5.1.1 The payment gateway system used by Investis Digital is Stripe. Investis Digital uses Stripe Connect and Stripe Express accounts to facilitate payments. Learn more here: <https://stripe.com/docs/connect/express-accounts>.

5.1.2 Stripe charges the Members a payment gateway processing fee. These payment gateway processing fees will be deducted from the Seller Member's service fees directly by Stripe. Learn more here: <https://stripe.com/gb/pricing>.

5.1.3 The full list of charges for Members' payouts vary according to the customer's credit card. The charge is typically 1.4% + 20p for European cards and 2.9% + 20p for non-European cards. For the updated list of charges, please check on Stripe: <https://stripe.com/gb/pricing>.

5.1.4 The total charges are hence Investis Digital (17% + VAT) Service Fee, which is paid to Traktion. There will be additional payment gateway processing fees paid by the Members directly to Stripe.

5.2 in the event of non-payment; Members shall in addition be jointly and severally liable to reimburse Investis Digital in respect of all relevant Payment Processing Fees as applicable to the Project on which the relevant Buyer Member and Seller Member are engaged.

5.3 The Member shall pay each invoice submitted by Investis Digital:

5.3.1 Immediately on receipt of invoice, unless otherwise agreed directly with the seller member and documented in the project messages and

5.3.2 In full and in cleared funds to a bank account nominated in writing by Investis Digital, and

5.3.3 Time for payment shall be of the essence of the Services Contract.

5.4 All amounts payable by the Member under the Services Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Services Contract by Investis Digital to the Member, the Member shall, on receipt of a valid VAT invoice from Investis Digital, pay to Investis Digital such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

5.5 If the Member fails to make any payment due to Investis Digital under the Services Contract by the due date for payment, then the Member shall pay interest on the overdue amount at the rate of 4% per cent per annum above National Westminster Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue

amount, whether before or after judgment. The Member shall pay the interest together with the overdue amount.

5.6 The Member shall pay all amounts due under the Services Contract in full without any set off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). Investis Digital may at any time, without limiting its other rights or remedies, set off any amount owing to it by the Member against any amount payable by Investis Digital to the Member.

6. FINANCIAL MATTERS - PROJECTS

6.1 As a condition of Membership, the Seller Member appoints Investis Digital as its agent for the collection of payments from Buyer Members for services provided under Projects and shall not accept any payments made directly.

6.2 Subject to Condition 6.3 below, all charges payable as between Members in respect of Projects shall be payable through the Community Platform and in accordance with the Platform Process and any actual or attempted violation of this Condition or conspiracy or encouragement or inducement to breach this Condition, shall constitute a fundamental breach of the Services Contract and entitle Investis Digital, without prejudice to any other rights and remedies available, to:

6.2.1 Be paid by the relevant Members such commissions as would have otherwise been payable pursuant to Condition 5; and

6.2.2 An additional charge of 18% of the commissions due under Condition 6.2 6.2.1 (subject to a minimum charge of £250) which the Member agrees represents a reasonable pre-estimate of Investis Digital's administrative expenses and other costs in managing the infringement. The seller and buyer member are jointly and severally liable for this charge.

6.3 Members may agree to transact Projects outside of the Platform with Members identified through the marketplace, but only on the terms set forth in this Condition and subject to Investis Digital approval. If the Project services are rendered more than one (1) year after the Buyer Member identifies and or last engaged the Seller Member (whichever was the latter), through the platform, then no fees or buyout provisions apply. If Project services are rendered outside of the platform less than one (1) year after the Buyer Member identifies and or last engaged the Seller Member (which ever was the latter) through the platform, payments for such Services will not be subject to the Fees, provided that the Buyer Member pays Investis Digital a "Buy-Out" fee in accordance with the procedure set forth below:

6.3.1 Prior to contracting outside of the Platform to receive services

from a Member identified through Investis Digital Platform, the Buyer Members will notify Investis Digital in writing of its intent to pay the Buy-Out fee in lieu of paying through Investis Digital Platform.

6.3.2 Together with such notice, the Buyer Member will provide a good faith estimate of the then anticipated amount to be paid to the Seller Member for such services during the fifty-two week period immediately following the date of such notice.

6.3.3 Together with such notice, the Buyer Member will pay or authorise Investis Digital to deduct from its account twenty percent (20%) + VAT of the good faith estimate described above as the Buy-Out fee.

6.3.4 This Buy-Out Fee is applicable to all Members, unless Investis Digital expressly provides in writing that the Buy-Out Fee is waived.

6.4 Investis Digital shall not be responsible for verifying whether or not any Project payments are valid and due or that any services or deliverables agreed between the parties have been completed.

6.5 Each Seller Member must properly discharge and credit its Buyer Member for all payments Investis Digital receives from such Buyer Member. Each Member understands and agrees that:

6.5.1 The transmission of funds in the manner described herein is not a separate and discrete service that Investis Digital provides in addition to other Services. Rather, or estimate is not provided, Investis Digital will provide a good faith estimate based on the seller members day rate of the anticipated amount to be paid to the seller member for such services during the 52 week period following the introduction of the seller member to the buyer member transmission of funds in an auditable manner is an integral part of the Services. Investis Digital does not charge for bank to bank transfers. Any costs associated with the transfer of funds through third party processing providers must be accounted for and added on top of the overall cost. We only accept payments in British pounds and any payments made from overseas must take this into consideration. Therefore the amount received for the invoice must be the full amount in British Pounds as stated on the invoice.

6.5.2 Investis Digital payment account is a custodial account administered by Investis Digital to facilitate disbursement of the Buyer Member's payment to the Seller Member. Investis Digital payment account is in British pounds.

6.5.3 Investis Digital acts as agent of the Seller Member and not as a trustee or fiduciary with respect to payments received through Investis Digital. The duties of Investis Digital as agent shall be entirely administrative and not discretionary.

6.5.4 In the event of any dispute regarding the amounts held by Investis Digital, Investis Digital shall have the right (in addition to all

other rights it may have) to deposit all funds held pursuant to this Agreement into the UK Courts

6.6 Investis Digital reserves the right, in its sole discretion, to place a hold on funds for Buyer Member payments to clear or if Investis Digital suspects monies may be subject to charge back or if fraud is suspected. Investis Digital will release a hold as soon as deemed appropriate. In cases of fraud, abuse or violation of the Services Contract, Investis Digital payment guarantee shall be revoked and all monies in a Investis Digital account may be held and/or reclaimed, not just those from the Project(s) under investigation.

7. EMPLOYMENT LIABILITY

7.1 The Buyer Member acknowledges that Investis Digital is not in a position to manage the employment status of Seller Members, who acknowledge that Investis Digital does not, in any way, supervise, direct, or control the contractor member's work or services performed on Projects in any manner. Investis Digital does not set Seller Member's work hours and location of work. Investis Digital will not provide Seller Member with training or any equipment, labour or materials needed for a Project or otherwise.

7.2 Investis Digital will not deduct any amount for withholding, unemployment, Social Security, or other taxes as it would in the case of an employee. Members will be solely responsible for all tax returns and payments required to be filed with or made to HMRC or any local tax authority with respect to Seller Member's performance of services on Projects.

7.3 Buyer Members will not seek to exercise any control over the Seller Members and may not require an exclusive relationship with a Seller Member. A Seller Member is free at all times to provide services to persons or businesses other than the relevant Buyer Member, including any competitor of the Buyer Member.

7.4 Accordingly, the Members assume responsibility for and agree to save Investis Digital harmless and jointly and severally agree to indemnify Investis Digital in respect of all any liabilities, arising out of or in connection with their Project, including but not limited to:

7.4.1 Claims that the Seller Member was misclassified as an independent contractor or

7.4.2 Claims that the Buyer Member was somehow a sub-contractor of Investis Digital; or

7.4.3 Claims that Investis Digital was otherwise an agent for either Member,

7.4.4 Any liabilities arising from a determination by a court, arbitrator, government agency or other body that Seller Member was misclassified as an employee (including, but not limited to, taxes, penalties, interest and legal fees),

7.4.5 Any claim that Investis Digital was an employer or joint employer of Seller Member, as well as claims under any employment-related laws, such as those 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.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Investis Digital. For clarity, this shall not extend to the results of Projects, which shall be owned by the relevant Member in accordance with the Contracting Principles or as otherwise agreed in writing between the relevant Members.

8.2 The Member acknowledges that, in respect of any third party Intellectual Property Rights, the Member's use of any such Intellectual Property Rights on Investis Digital Platform is conditional on Investis Digital obtaining a written licence from the relevant licensor on such terms as will entitle Investis Digital to license such rights to the Member.

8.3 Investis Digital alone (and its licensors, where applicable) shall own all right, title and interest, including all related proprietary rights, in and to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by a Member or any other party relating to the Community Platform. The Services Contract is not a sale and does not convey to you any rights of ownership in or related to the Community Platform or any Proprietary Rights owned by Investis Digital. Investis Digital's name, logo, and the product names associated with Investis Digital or the Community Platform are trademarks of Investis Digital or third parties, and no right or license is granted to use them.

9. CONFIDENTIALITY

A party (receiving party) shall keep in strict confidence all technical or commercial knowhow, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Services Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Services Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 9 shall survive termination of the Services Contract.

10. LIMITATION OF LIABILITY AND INDEMNITY:

10.1 Nothing in these Conditions shall limit or exclude Investis Digital's liability for:

10.1.1 Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

10.1.2 Fraud or fraudulent misrepresentation;

10.1.3 Or for any other liability which cannot be excluded or limited by law.

10.2 Investis Digital shall not under any circumstances whatever be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services Contract or generally under the Community Agreement for:

10.2.1 Loss of profits, sales, business, or revenue;

10.2.2 Business interruption;

10.2.3 Loss of anticipated savings;

10.2.4 Loss or corruption of data or information;

10.2.5 Loss of business opportunity, goodwill or reputation; or

10.2.6 Any indirect or consequential loss or damage.

10.3 Members expressly acknowledge and agree that:

10.3.1 The Community Platform is merely a venue where Members may interact and may be subject to change at any time as well as to limitations, delays or other communications problems inherent in such services; and

10.3.2 although industry standard anti-virus tools will be used with the Community Platform, Investis Digital cannot guarantee that the Community Platform will be free of any viruses, Trojan horse or other harmful code and Members should ensure their systems, software and information is fully protected against such threats; and

10.3.3 Investis Digital is not a party to any agreement formed between members over the Community Platform and shall not be liable under whatever head of claim for any acts or omissions of Members or breaches of any agreements formed over the Community Platform; and

10.3.4 any support provided by Investis Digital in relation disputes between Members shall be at Investis Digital's entire discretion and may be terminated at any time and shall in any event only be provided where the Members have documented all their correspondence via the Community Platform; and.

10.3.5 no Members are employees of Investis Digital and that Investis Digital does not, in any way, supervise, direct, or control Member's work or services or verify any employment or tax status of Members; and

10.3.6 Investis Digital makes no representations as to the reliability, capability, or qualifications of any Member or the quality, security or legality of any services provided by Member and Investis Digital accepts no duty of care or responsibility and the Member shall hold harmless, release and defend Investis Digital and any associated company, its shareholders, directors, officers agents and representatives in respect of any liability arising out of the matters referred to in Conditions 10.3.1 to 10.3.5 above.

10.4 Subject to Condition 10.1, in the event any liability is imputed to Investis Digital (notwithstanding the limitations and exclusions set out in the Services Contract), arising under or in connection with the Services Contract or the Community Agreement, such liability to the Members, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed in aggregate the greater of £1,000 or 125% of the Service Fee paid or payable.

10.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

10.6 Members agree to indemnify Investis Digital, any associated company, its shareholders, directors, officers, agents and representatives in respect of any costs, fees, expenses, damages or any other liability arising out of third party claims in connection with the Members activity within the Community Platform or contracts formed under it, and arising out of:

10.6.1 The matters referred to in Conditions 10.3.1 to 10.3.5 above; and

10.6.2 Claims or liability referred to in Condition 7.4; and

10.6.3 Any third party claim that any content within the Member's area on the Community Platform or uploaded by that Member or action or omission by such Member infringes Proprietary Rights or other rights of that third party

10.7 This Condition 10 shall survive termination of the Services Contract.

11. TERMINATION

11.1 Without limiting its other rights or remedies, either party may terminate the Services Contract by giving the other party three months' written notice.

11.2 Without limiting its other rights or remedies, either party may terminate the Services Contract with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of any term of the Services Contract and (if such a breach is remediable) fails to remedy that breach within 20 Business Days of that party being notified in writing to do so;

11.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

11.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

11.2.4 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;

11.2.5 The other party (being an individual) is the subject of a bankruptcy petition or order;

11.2.6 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within [14] days;

11.2.7 An application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the

other party (being a company);

11.2.8 the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;

11.2.9 A person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

11.2.10 any event occurs or proceeding is taken with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2.2 to clause 11.2.9 (inclusive);

11.2.11 the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

11.2.12 the other party's financial position deteriorates to such an extent that in Investis Digital's opinion the Member's capability to adequately fulfil its obligations under the Services Contract has been placed in jeopardy; or

11.2.13 the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

11.3 Without limiting its other rights or remedies, Investis Digital may terminate the Services Contract with immediate effect by giving written notice to the Member if the Member fails to reimburse the Payment Processing Fee and/or pay any Service Fees on the due date for payment and fails to pay all outstanding amounts within 10 Business Days after being notified in writing to do so.

11.4 Without limiting its other rights or remedies, Investis Digital may suspend (without the obligation to do so) provision of the Services under the Services Contract or any other contract between the Member and Investis Digital if the Member becomes subject to any of the events listed in clause 11.2.2) to clause 11.2.13, or Investis Digital reasonably believes that the Member is about to become subject to any of them, or if the Member fails to pay Service Fees on the due date for payment.

12. CONSEQUENCES OF TERMINATION

On termination of the Services Contract for any reason:

12.1 the Member shall immediately pay to Investis Digital all outstanding Services Fees and Payment Processing Fees which have been invoiced by Investis Digital or which are otherwise payable but for which no invoice has been submitted, Investis Digital shall submit an invoice, which shall be

payable by the Member immediately on receipt;

12.2 The Member's access to the Community Platform shall be terminated;

12.3 the accrued rights, remedies, obligations and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Services Contract which existed at or before the date of termination or expiry; and

12.4 clauses which expressly or by implication survive termination shall continue in full force and effect.

13. AUDIT RIGHTS

13.1 Members shall:

(i) create and maintain records to document satisfaction of its obligations under the Services Contract and any Project, including without limitation its payment obligations and compliance with tax laws, and

(ii) provide copies of such records to Investis Digital upon request. Investis Digital, or Investis Digital's advisors or agents, shall have the right, but not the obligation, routinely, but no less frequently than annually, to audit Members' operations and records to confirm compliance.

13.2 Nothing in Condition 13.1 should be construed as providing Investis Digital with the right or obligation to supervise or monitor the actual services performed over the Community Platform.

14. FORCE MAJEURE

14.1 Investis Digital shall not be liable to the Member as a result of any delay or failure to perform its obligations under this Services Contract as a result of a Force Majeure Event.

14.2 If the Force Majeure Event prevents Investis Digital from providing any of the Services for more than 13 weeks, Investis Digital shall, without limiting its other rights or remedies, have the right to terminate this Services Contract immediately by giving written notice to the Member.

15. GENERAL

15.1 Assignment and other dealings.

15.1.1 Investis Digital may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Services Contract and may subcontract or delegate in any manner any or all of its obligations under the Services Contract

to any third party or agent.

15.1.2 The Member shall not, without the prior written consent of Investis Digital, assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Services Contract.

15.2 Notices.

15.2.1 Any notice or other communication given to a party under or in connection with the Services Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax [or e-mail].

15.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.2.1; if sent by pre-paid first class post or other next working day delivery service, at [9.00 am] on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail, one Business Day after transmission.

15.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.3 Severance.

15.3.1 If any provision or part-provision of the Services Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Services Contract.

15.3.2 If one party gives notice to the other of the possibility that any provision or part-provision of this Services Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

15.4 Waiver.

A waiver of any right under the Services Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy provided under the Services Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict its further

exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.5 No partnership or agency.

Nothing in the Services Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

15.6 Third parties.

A person who is not a party to the Services Contract shall not have any rights to enforce its terms.

15.7 Variation.

Investis Digital shall be entitled to vary the Conditions or any other aspect of the Services Contract by posting a revised version on the Site or on the Community Platform, at which point the Conditions and the Services Contract shall be deemed amended and accepted by a member by the Member's continued use of the Community Platform.

15.8 Governing law.

This Services Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.

15.9 Jurisdiction.

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 Services Contract or its subject matter or formation (including non-contractual disputes or claims).

SECTION TWO: INVESTIS DIGITAL - COMMUNITY CONTRACTING PRINCIPLES

An overriding objective of Investis Digital is to establish a fair and mutually beneficial platform for Member engagements. We have devised the following set of ten core Contracting Principles as a baseline for all engagements between Members using the Community Platform and within Investis Digital Community as a whole.

Members are required to abide by these Contracting Principles in word and in spirit as a condition of membership.

The Contracting Principles will be deemed incorporated into all contracts between Members and the Service Contract. Your agreement to them is also a condition precedent to you becoming a Member and a continuing condition of your membership. We reserve the right to terminate the account of any Member and

restrict access to the Community website of any Member who breaches any of the Contracting Principles.

Capitalised words in these Contracting Principles will bear the same meanings as set out in the Glossary, available at the Appendix of this Platform Agreement.

These Contracting Principles may be amended or replaced from time to time by Investis Digital.

1. Keep to your promises

1.1. On the basis of “do as you would be done by”, all Members will act conscientiously and in good faith to other Members with whom they interact over the Community Platform.

1.2. Deadlines for payments and deliverables will be respected.

2. Communicate clearly

2.1. Buyer Members will take responsibility for defining their requirements exactly prior to the commencement of any Project.

2.2. Seller Members will co-operate fully in clarifying any Buyer Member requirements and provide regular updates as required on the progress of any Project.

2.3. All Members will respond promptly to communications over the Community Platform, within 1 working day.

3. Respect intellectual property rights

3.1. Members will ensure that the intellectual property rights in background contributions to any Project and in the results of any Project are clearly set out and agreed by contracting Members before any Project begins.

3.2. Seller Members will be entitled to reserve their rights in any agreed background intellectual property rights and in their general know-how and methodologies they have built up over the years, but will take all steps necessary to transfer the agreed intellectual property rights in the results of any work they provide under Projects.

3.3. Buyer Members will not expect to have any rights to the results of any work they provide under a contract with a Seller Member until the Buyer Member has paid the Seller member in full for such work.

4. Respect Confidential information

4.1. Members will treat the confidential information of other Members with the same degree of care and supervision as they protect their own confidential information

4.2. any information which is particularly sensitive will be marked as such prior to disclosure, and any such information or information which by its nature is confidential, will be kept confidential with the same degree of care

as the Member protects its own confidential information, unless it has become public without any breach of confidence or it is required to be disclosed by any competent authority.

4.3. If in doubt, seek consent.

5. No poaching

5.1. Unless as a result of a generally available job posting, no Member will poach any employee of other Members with whom they have been engaged on any Project, at least not without payment of reasonable agreed compensation or buy-out fee, unless Investis Digital expressly provides in writing that this compensation or buy-out fee is not needed or waived.

5.2. Members will not directly or indirectly solicit business from any client of another Member introduced by that Member and with whom they have been engaged with the previous 12 month period.

5.3. Members will not directly or indirectly enter into any contract for similar services with any client of another Member introduced by that Member and with whom they have been engaged in the provision of services within the previous 12 month period.

6. Abide by the Terms of Service

6.1 All Members agree to abide by the Terms of Service outlined in Traktion's Terms of Service agreement (<https://www.traktion.ai/terms-of-service>).

6.2. Any response or enforcement of any of its terms will be at our sole discretion.

7. No surprises

7.1. Seller Members promise that they have the necessary tax clearances so that Buyer Members will not be held liable for any employers' liability

7.2. All other necessary third party consents or licenses have been obtained as required for each Project.

8. Be courteous

8.1. All Members will interact with other Member's in good faith and with due courtesy

8.2. Rude, offensive, discriminatory or otherwise illegal communications will not be tolerated

9. Report appropriately

9.1. Members will naturally be responsible for managing any dispute about their Project contracts and will resolve issues without involving Investis Digital or other Members who are not involved in the dispute.

9.2. Any serious infringement of these Contracting Principles can be reported to us, but how we respond to such notification will be at our entire discretion.

10. Record on the Platform

10.1. Members will ensure that all member transactions and all activities and

changes will be recorded on the Member Platform.

10.2. No Projects will be taken “offline”.

SECTION THREE: THE PLATFORM PROCESS

1. Registration as a Member:

Community membership to Investis Digital is by invitation only to ensure that both freelancers and projects on the platform are relevant to our audience.

If you are interested in finding project work or are looking for freelancers to start a project please register your interest here:
<https://www.traktion.ai/find-a-marketer>.

2. Projects:

Services offered on Investis Digital community platform are on a day rate or fixed price contract. Services delivered in this way are collectively called projects.

3. Communication by a Member with another Member:

Members can communicate directly with each other through the messaging system available on your Seller profile and in your platform Messenger feature. This feature will only be unlocked after the Members have been matched to each other, and that the Buyer Member has approved the initial quote of the Seller Member.

You can use this message centre to refine your proposal for your projects and project planning.

You can plan an online video call directly from the platform through the Calendly Calendar feature. You will need to be using a modern browser such as Chrome or Firefox for this. You can download Chrome here.
<https://www.google.com/chrome/browser/desktop/>.

4. Defining the Project Deliverables

The buyer must clearly define what the deliverables are for each project whether by agreeing the number of days work or by output. These requirements should include (but are not limited to): I. A timeframe for delivery of the project or deliverables.

II. A description of any subjective elements of the job and where possible provide examples.

III. A breakdown of all expected deliverables and any other expectations for the work to be undertaken on posting a new project.

5. Contract between buyer and seller:

Buyer Member must hire the Seller Member before a project can commence. You are welcome to have your own contract.

6. How do I assess the quality of the freelancers work:

It is recommended that you start with a small task, to ensure that you are both in agreement with the quality and type of work required.

7. Invoicing:

The Seller Member will provide us with accurate details of the task by 'creating an invoice' on the platform by submitting a 'Final Quote', which includes the final contracted price, as well as details of the 'Final Quote', which includes whether it is a fixed month payment, or hourly payment (for a fixed number of hours), as well as the specific scope and deliverables. The system will then auto-generate an invoice in British pounds on behalf of the seller to the buyer for the value of that task.

8. When is payment due:

Payment is due within 7 days starting from the day the Seller Member has raised the invoice by submitting the 'Final Quote'. After 7 days have lapsed, the Final Quote would have lapsed and a new invoice might have to be raised again. It is at the Seller Member's discretion whether they are prepared to commence the task prior to being notified that payment has been received.

9. Client Account:

Once payment has been received funds will be held in a client account on behalf of the buyer. You will be notified by email and the project dashboard will be updated by Investis Digital to confirm receipt of funds.

10. Time required to respond to messages:

A Seller Member must provide regular progress updates in the project Messenger board and respond within 1 working day to all messages from the buyer in the project Messenger board.

11. Delivery Times:

Sellers must deliver work within the delivery times agreed with the buyer. Failure to do so will mean sellers rankings will be penalised for late delivery. If a seller is unable to complete the project or task for unavoidable reasons within the time previously agreed, the seller must inform the buyer immediately and provide a revised delivery date.

Failing to deliver the work within the agreed timescales or repeatedly revising

previously agreed deadlines may mean the buyer requests cancellation of the project or task. The buyer will be entitled to a refund of any funds in the escrow account.

Sellers must complete the project and buyers agree to pay for the work delivered.

12. Project Payment arrives to Seller after 30 days:

Investis Digital automatically releases the funds to the Seller Member after 30 days from the date that the invoice has been paid by the Seller Member.

Once the task has been completed and delivered, the Seller Member must confirm in messages that it has been completed.

If a Buyer fails to agree that a task has been completed, the Buyer must provide the Seller with detailed feedback in messages on what work remains outstanding.

During the course of the project duration, the Buyer must notify Investis Digital by email at team@traktion.ai within 21 days of payment, that they are dissatisfied and/or need the payment to be withheld and/or delayed.

13. What if I am not satisfied with the work:

Sellers must provide and be given the opportunity by the buyer to provide at least two further iterations on the work delivered if the buyer is not initially satisfied.

14. Disputes:

If disputes occur between buyer and seller members, it is first and foremost the responsibility of the buyer and seller members to resolve the dispute. Investis Digital will attempt to mediate at our own discretion where all communication has occurred on Investis Digital platform.

15. Release of funds from Escrow:

Investis Digital automatically releases the funds from the buyer to the seller 30 days after the invoice has been paid. If the Buyer wishes the payment to be withheld or delayed, the Buyer needs to notify Investis Digital by email at team@traktion.ai within 21 days of initial payment.

After 30 days, the funds will be sent directly from the escrow account to the seller.

16. Intellectual Property rights:

Once payment has been made and received buyers are granted all rights for the delivered work unless otherwise agreed.

17. Email Alerts:

Buyer and sellers will receive email alerts to notify them of new messages received. Buyers and Sellers must respond to each other within 1 working

day.

All direct communication between the buyer and seller should go in the project Messenger board to keep both parties protected in case of dispute. It is recommended that this happens in all cases; however where communication occurs off the platform, buyer and seller should make a note of this communication and the outcome on the message board.

18. Cancellation:

Users are strictly discouraged from causing cancellations or requesting refunds.

Where a seller is at fault for the refund (for example due to no response, poor quality or if they have cancelled a job) this will negatively impact the sellers status and rankings, and ability to receive new matches to clients in the future.

Where the buyer is found to be at cause for the refund (for example, an early cancellation due to a change in their business need) it will negatively impact their buyer status. The buyer is committed to paying for any invoice sent by the Seller, unless a seller agrees to credit the invoice back to the buyer.

Recommendations: Buyers are able to recommend sellers at the end of a project and this will be displayed on a seller's profile.

19. Payment:

All payments for any work completed must go via Investis Digital unless Investis Digital has given express written permission, attempts to pay outside of the platform will lead to sanctions not limited to immediate suspension of the account. Users must immediately report to Investis Digital any offers to pay outside of Investis Digital made by the Buyer or the Seller.

Investis Digital charges 17% + VAT of the gross project value as a service fee to the Seller, which covers the administration of the site and the services we provide.

British pound Bank to bank transfers occur no fee's, however we will pass on all fee's connected to currency conversion, PayPal, Stripe, credit card payments or any other third party payment provider. Buyer members will be responsible for third party processing fees and currency conversion fees when sending funds to Investis Digital. Seller members will be responsible for third party processing fees and currency conversions when receiving funds from Investis Digital.

Investis Digital charges Buyer members 20% + VAT of what they plan to pay the freelancer over 52 weeks, after being notified that they would like to buy the freelancer out. This buy-out fee might not apply if Investis Digital expressly provides in writing that the buy-out fee is waived.

20. Quality:

All sellers on Investis Digital must strive to deliver a high standard of work,

appropriately meeting their buyer's needs. Sellers must ensure all deliverables provided in a project are error free and that each of the buyers defined requirements have been addressed and deliverables are of a standard consistent with the level of expertise indicated in the seller's profile.

21. Communication with Investis Digital:

You can contact one of our community managers at hello@traktion.ai.

22. Glossary Of Terms

Business Day

A day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Buyer

A Member, sometimes also known as "Client", who engages a Seller Member (sometimes known as "Freelancer", "Agency", and/or "Verified Marketer") on a Project on the Community Platform.

Commencement Date

The date on which Investis Digital accepts a Member's subscription to the Community Platform **Community Agreement**

The overall agreement including the Services Contract and the Contracting Principles and the Platform Process.

Platform

The community platform available to Members via the Site.

Contracting Principles

The overriding principles governing contracts between Members as set out in Section Two.

Fees

The fees payable by a Member in consideration of the Services as set out in Clause 5

Conditions

The terms and conditions of the Services Contract set out in Section One of the Community Agreement as amended from time to time and published on the Community Platform.

Force Majeure Event

An event beyond the reasonable control of Investis Digital including but not limited to strikes, lock outs or other industrial disputes (whether involving the workforce of Investis Digital or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

Intellectual Property Rights

Patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of,

confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Member

Any person whose subscription to the Platform has been accepted by Investis Digital (and “membership” shall be construed accordingly).

Member Default

Any act or omission by a Member or failure by the Member to perform any relevant obligation set out in the Services Contract or otherwise required to provide the Services.

Payment Processing Fee and fees for cross border commercial payments

The fee payable to the Payments Services Provider selected by Investis Digital for processing payments made through the Community Platform (except for British pound bank transfers which shall be free of charge) which shall be subject to a minimum charge of 50p and in respect of Stripe or PayPal payment processing fees, and credit/debit cards. Investis Digital does not charge for bank to bank transfers. Any costs associated with the transfer of funds through third party processing providers must be accounted for and added on top of the overall cost. We only accept payments in British pounds and

any payments made from overseas must take this into consideration. Therefore the amount received for the invoice must be the full amount in British Pounds as stated on the invoice.

Payment Services Provider Platform

The third party selected by Investis Digital to process payments made over the Platform.

Platform

The community platform accessible via the Site through which engagements may be formed between Buyer Members and Seller Members in accordance with the Community Agreement.

Projects

A contract or series of connected contracts formed between Buyer Members and Seller Members over the Community Platform.

Platform Process

The administrative and practical processes, rules and procedures intrinsic to the Platform [and as set out in Section Three of the Community Agreement] and as from time to time varied by Investis Digital governing all aspects of community interaction over the Platform.

Seller Member

A Member who is engaged by a Buyer Member on a Project.

Services

The availability of the Community Platform and the services provided thereon to

Members as described in Condition 2.

Services Contract

The contract between Investis Digital and the Member for the supply of Services in accordance with the Conditions and as defined in Condition 1.

Service Fees

The fees payable by a Member to Investis Digital under Condition 5 in consideration of the Services.

Site

The website operated by Investis Digital at <https://traktion.ai>

Investis Digital or “We”, “Us” or “Our”

Investis Digital Limited is registered in England and Wales under company number and whose registered office is at 5th Floor, The Counting House, 53 Tooley Street, London, United Kingdom, SE1 2QN.

23. Construction.

In the Community Agreement, the following rules apply:

- a.) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- b.) a reference to a party includes its personal representatives, successors or permitted assigns;
- c.) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d.) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- e.) a reference to writing or written includes faxes and e-mails and communications over the Community Platform.

SECTION FOUR

DATA AND PRIVACY

1. How we use your data

In reference to how we handle your data, please refer to our Privacy Policy found here (<https://www.traktion.ai/privacy-policy>).