

The following Terms of Service, which include any guideline, policy or content displayed on the Website, are a legally binding contractual agreement between you (“Consultant”, “you,” “your”) and ExO Works LLC (“ExO,” “we,” “us”) (here in after collectively referred to as the “Terms of Service”). By visiting or using the services available from the domain and sub-domains of [www.exolever.com](http://www.exolever.com) (the “Platform”), you agree to be legally bound by these Terms of Service. We reserve the right to revise these Terms of Service and all linked information from time to time in our sole discretion by updating this posting or any linked information. Unless otherwise provided in such revision, the revised terms will take effect when they are posted.

## 1. OVERVIEW AND DEFINITIONS

The Platform is an online marketplace that enables buyers of consulting services (“Customers”) to search for and obtain services from providers of consulting services (“Consultants”). The Platform contains features that enable Consultants and Customers to do, among other things, the following:

**Customers:** Create profiles, post RFPs, search for Consultants, communicate with Consultants, award projects to Consultants by entering into transactions with ExO, manage projects and tools, leave feedback and rankings for Consultants, and pay ExO for work completed by Consultant. Customers will also be able to access and leverage tools created and provided by ExO in order to advance their learning, aid in service delivery/reception, provide continued support after project term for a defined term of access, and collaborate with other member Consultants and Customers.

**Consultants:** Create profiles, advertise capabilities, submit quotes, articles, case studies and other content, obtain job awards, invoice ExO, obtain feedback and rankings from Customers, and receive payment from ExO for services delivered to Customer. Consultants will also be able to access and leverage tools created and provided by ExO in order to advance their learning, deliver services, and collaborate with other member Consultants.

We also provide Consultants with certain services described in, and subject to, these Terms of Service (as further defined below, the “ExO Services”). We may add, delete or modify some or all of such ExO Services at any time at our sole discretion with reasonable notice posted in advance on the Platform. Capitalized terms used in these Terms of Service have the following meanings:

“**Account**” means the account created by the Platform upon registration.

“**ExO Services**” means the benefits and support provided to Consultant by ExO Works directly or through the Platform.

“**Platform**” means the website operated by ExO at [www.exolever.com](http://www.exolever.com) or any replacement URL.

“**Project**” means any services that ExO provides to a Customer.

## 2. REGISTRATION

**A. Eligibility.** To access our ExO Services through our Platform, you must be a legal entity, or an

individual who can form legally binding contracts. To become a Consultant, you must accept all of the terms and conditions in, incorporated by reference in, and linked to, these Terms of Service. By becoming a Consultant, you agree to: (1) abide by the Terms of Service and the processes, procedures, and guidelines described throughout the Platform; (2) be responsible for your use of the Platform and Project delivery; and (3) perform your obligations as specified by any Statement of Work that you accept, unless such obligations are prohibited by law or by the Terms of Service. ExO reserves the right, in its sole discretion, to refuse, suspend, or terminate Services to anyone. Any Consultant that is an entity (a "Consultant Entity") should refer to the Platform to determine whether such Consultant Entity should also enter into the Company's Channel Partner Agreement.

**B. Registration.** To become a Consultant and to access the ExO Services you must register for an Account. You agree to provide true, accurate and complete information as prompted by the registration form and all forms you access on the Platform, and to update this information to maintain its truthfulness, accuracy and completeness.

**1. Accounts and Profiles.** Once you have registered with the Platform as a Consultant, the Platform will create your Account with ExO and associate it with an account number. You may create a profile under your Account.

**2. Username and Password.** During registration, you will be asked to choose a password for the Account. As a Consultant, you agree and you are entirely responsible to safeguard and maintain the confidentiality of the username and password you use to access this Platform. You authorize ExO to assume that any person using the Platform with your username, password and/or security questions and answers is you or has prior authorization by ExO to act for you. You agree to notify us immediately if you suspect any unauthorized use of the Account.

**3. Team Accounts.** As a Consultant, you may wish to add Team Members to project delivery and to act on your behalf in the roles you assign. Each Team Member must have his or her own Account so as to ensure this person meets minimum qualification standards and has accepted these Terms, unless prior consent has been given by ExO. You agree to grant Team Members rights to act on your behalf only in accordance with these Terms of Service. Additionally, you agree to be responsible and liable for any actions of any Team Member and any other user who uses your account. You represent that your Team Members have the authority to accept these Terms of Service as your legally binding obligation. You agree (1) not to use any Account, Team Member's account, username, or password of another Consultant that you are not authorized to use, and (2) not to allow others who are not authorized to do so to use your account or any related Team Member account at any time.

If any of your Team Members' profiles violate these Terms of Service, your ability to use the Platform may be affected. ExO reserves the right to revoke your and/or your Team Members' membership privileges without warning if, at ExO's sole discretion, false or misleading information has been provided by you or any of your Team Members.

**C. Membership.** ExO currently provides Consultants one membership type, which includes access to all Consultant tools and materials in the Platform. ExO reserves the right to at any time alter

membership structure to include a fee, at which time Consultant will be notified in advance via the Platform and have the option to terminate the agreement. Note that membership benefits may change from time to time at the sole discretion of ExO and upon reasonable notice posted in advance on the Platform.

### 3. EXO SERVICES AND CONSULTANT RESPONSIBILITIES

The ExO Services shall consist of the following, which may be modified or supplemented by ExO from time to time:

1. Access to training, tools, project management and delivery aids, as well as the potential for project leads brought to Consultant by ExO.
2. Direct and facilitated access to other ExO Consultant Network Members.
3. Design for business cards, presentations, documents, and other template materials.
4. Monthly (approximately) conference calls between ExO and Consultant Network in order to share sales updates, Platform improvements and notifications, as well as membership and Terms updates if applicable.

All Consultants agree to act in accordance with the following requirements and responsibilities:

1. Evangelize ExO locally and in collaboration with the global community, including respect for and participation in social media and other strategic marketing initiatives.
2. Attend conference calls in all possible cases and if unable to be present during live call, to make every effort to listen to recording in a timely fashion (ie. 1 week after recording is made available).
3. Maintain a certain level of knowledge about exponential technologies, Exponential Organizations Model (current and future iterations)
4. Maintain a respectful, collaborative/supportive, and positive relationship with peers in the Consultant Network.
5. Represent ExO with the highest standard of ethics, integrity, and professionalism, especially in interactions with each other, customers (past and present) and the ExO core team
6. Actively contribute to the mentoring and training of new group members in general, and as a requirement if agreed upon in a Statement of Work.

### 4. RELATIONSHIPS

## A. ExO and Consultant.

1. **Statement of Work.** ExO and a Consultant shall enter into a Statement of Work for each Project.. Upon both parties' acceptance of a Statement of Work, Consultant agrees to deliver the services and deliverables to ExO outlined in each Statement of Work in accordance with the applicable Statement of Work and these Terms of Service. You agree not to enter into any contractual provisions in conflict with these Terms of Service. Any provision of a Statement of Work in conflict with these Terms of Service is void. Consultant is responsible for the performance and quality of the services in accordance with the Statement of Work in a timely manner. ExO and Consultant each covenants and agrees to act with good faith and fair dealing in performance of the Statement of Work.

2. **Independence.** ExO acknowledges and agrees that Consultant's role is that of an independent contractor. The Consultant shall perform services as an independent contractor and nothing in these Terms of Service shall be deemed to create a partnership, joint venture, agency, or employer-employee relationship between ExO and Consultant or between Customer and Consultant.

## 5. CERTIFICATION AND ROLES.

A. **Certification process.** Any Consultant will need to pass a certification test in order to be considered a certified ExO Consultant. The Certification Process may also include maintenance activities and/or tests that will need to be completed successfully by the Consultant in order to maintain certification.

B. **Badges and Roles.** Any individual who becomes certified will become a member of the platform and will be labeled a "Consultant" by ExO, which will allow said Consultant to participate in projects. Consultants will participate in projects in a Role determined by the Statement of Work. Once the Consultant has performed said Role in any one project, Consultant will gain that certification as an internally used name/term (Badge). Publicly (Linkedin, ExO works website), such Consultant will always be known as a 'consultant'. Although a Consultant may take on a Role that has the same name as the Badge, Badges will not be officially awarded until the Consultant has successfully completed a project in the given Role.

C. **Entity Consultants.** If an individual is an employee or a consultant of an Entity Consultant, the certification process for such individual is the same, however, this individual can only participate in Projects as an employee or consultant of the Entity Consultant if the Entity Consultant is involved in the Project.. If a Consultant who is an employee or consultant of an Entity Consultant leaves such Entity Consultant, this individuals takes their certifications with them. ExO is not responsible for the terms of any employee or consultant relationship between an Entity Consultant and its employees and consultants. ExO may provide different access to ExO Services, tool or resources to Entity Consultants

## 6. ExO FEES

A. **Membership Fee.** No membership fee as of present.

B. **Project Fees.** ExO is paid directly by Customer in all cases unless otherwise agreed by ExO. ExO

agrees to pay Consultant for hours and/or project deliverables as set forth in the Statement of Work for the corresponding Project.

C. We reserve the right to change membership fees, service fees, processing fees or any other fee that may be charged by ExO at any time, at the sole discretion of ExO and upon reasonable notice posted in advance on the Platform. No refunds of fees already paid will be given. If we exercise our right to cancel a membership as provided under these Terms of Service, at any time, we will not refund any membership fee already paid.

## 7. ExO BILLING AND PAYMENT SERVICES

**A. Payment Methods.** Though ExO does not currently charge a membership fee, Consultants must provide and verify at least one valid payment method. You hereby authorize ExO to store, or contract with a third-party to store, payment method information for future use as provided in these Terms of Service and our Privacy Policy. To the extent permitted by applicable law, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your payment method information.

1. **Credit Card, PayPal and other Payment Methods.** You hereby authorize ExO to store credit card or other payment method details as a method of payment for Project delivery, and to charge your credit card (or any other payment method authorized by ExO or mutually agreed to between you and ExO).

By providing payment method information through the Platform, you represent, warrant, and covenant that: (a) you are legally authorized to provide such information to us; and (b) such action does not violate the terms and conditions applicable to your use of such Payment Method(s) or applicable law.

### **B. Invoicing.**

Consultant will invoice ExO for Project delivery based on method and format to be determined by each individual Statement of Work.

### **C. Currency.**

ExO Billing and Payment Services operate in US Dollars and therefore ExO is not responsible for currency fluctuations that occur when billing or crediting a credit or debit card denominated in a currency other than US Dollars, nor is ExO responsible for currency fluctuations that occur when receiving or sending payment via wire transfer, check or automated clearinghouse to and from your bank account, credit card account or PayPal account.

## 8. TERM; TERMINATION AND SUSPENSION

A. These Terms of Service shall become effective as your contractual agreement upon your use of the Platform, and shall continue until your Account is terminated by you or ExO as provided for under the terms of this section.

B. Unless otherwise agreed to in writing between the parties, either party may terminate the contractual agreement represented by these Terms of Service at any time upon notice to the other party. In such event, your Account is automatically terminated and (1) ExO shall continue to perform those services necessary to complete any open transaction between Consultant and a Customer.

C. Any termination of an Account will automatically lead to the termination of all related profiles.

D. Without limiting our other remedies, we may issue a warning, or temporarily suspend, indefinitely suspend or terminate your Account or your involvement in a Project, and refuse to provide any or all services to you if: (1) you breach the letter or spirit of any terms and conditions of these Terms of Service or the linked policies and information incorporated herein by reference, including our written policies and procedures posted on the Platform; (2) we are unable to verify or authenticate any information you provide to us; or (3) we believe in our sole discretion that your actions may cause legal liability for you, Customer, ExO, or are contrary to the interests of the Platform. Once indefinitely suspended or terminated, you must not continue to use the Platform under the same Account, a different Account, or register under a new Account.

E. In addition, violations of these Terms of Service may be prosecuted to the fullest extent of the law and may result in additional penalties and sanctions.

F. Without limiting our other remedies, to the extent you engage in actions or activities which circumvent the ExO Billing and Payment Services or otherwise reduce fees owed to ExO by Customer under these Terms of Service, you must pay ExO for all fees owed to ExO and reimburse ExO for all losses and costs and reasonable expenses (including attorney fees) related to investigating such breach and collecting such fees.

G. When your Account is terminated for any reason, you may no longer have access to data, messages, files and other material you keep on the Platform. The material may be deleted along with all your previous posts and proposals.

## 9. CONFIDENTIALITY; INTELLECTUAL PROPERTY

A. **Confidentiality.** Consultant recognizes and acknowledges that ExO possesses certain confidential information that constitutes a valuable, special, and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by, or in the possession of ExO relating to its products, processes, services, technology, inventions, patents, ideas, contracts, financial information, developments, business strategies, pricing, current and prospective customers, marketing plans, and trade secrets of every kind and character, but shall not include (a) information that was already within the public domain at the time the information is acquired by Consultant, or (b) information that subsequently becomes public through no act or omission of the Consultant. Consultant agrees that all of the confidential information is and shall continue to be the exclusive property of ExO, whether or not prepared in whole or in part by Consultant and whether or not disclosed to or entrusted to Consultant’s custody. Consultant agrees that Consultant shall not, at any time following the execution of this Agreement, use or disclose in any manner any confidential

information of ExO.

**B. Intellectual Property.** To the extent any inventions, technologies, reports, memoranda, studies, writings, articles, plans, designs, specifications, exhibits, software code, or other materials prepared by Consultant in connection with any Project include material subject to copyright protection, such materials have been specially commissioned by ExO and they shall be deemed “work for hire” as such term is defined under U.S. copyright law. To the extent any such materials do not qualify as “work for hire” under applicable law, and to the extent they include material subject to copyright, patent, trade secret, or other proprietary rights protection, Consultant hereby irrevocably and exclusively assigns to ExO, its successors, and assigns, all right, title, and interest in and to all such materials. To the extent any of Consultant rights in the same, including without limitation any moral rights, are not subject to assignment hereunder, Consultant hereby irrevocably and unconditionally waives all enforcement of such rights. Consultant shall execute and deliver such instruments and take such other actions as may be required to carry out and confirm the assignments contemplated by this paragraph and the remainder of this Agreement. All documents, magnetically or optically encoded media, and other tangible materials created by Consultant as part of its services under this Agreement shall be owned by ExO.

## 10. REPRESENTATIONS, DISCLAIMERS, LIMITATIONS AND EXCLUSIONS

**A. Consultant Representations and Warranties.** Each Consultant hereby represents warrants to the Company that:

1. Consultant has the right and authority to enter into the Terms of Service and to transact business hereunder.
2. Consultant will not use the Platform or its services to defraud or mislead any person or entity, including without limitation ExO or any other Consultant.
3. Consultant will not use the Platform to violate any law or regulation of the United States of America or any international law or treaty.
4. Consultant’s agreement to perform the Work pursuant to this Agreement does not violate any agreement or obligation between Consultant and a third party.
5. No work performed by Consultant in connection with a Project shall infringe any copyright, patent, trade secret, or other proprietary right held by any third party.
6. The services provided by Consultant shall be performed in a professional manner, and shall be of a high grade, nature, and quality.

**B. Additional Agreements.** Each Consultant hereby agrees:

1. Not to grant access to an Account only to users authorized to act on behalf of the Consultant and only in accordance with these Terms of Service.

2. To be fully responsible and liable for any action of any user who uses your Account.
3. Not to use your Account, username, or password of another Consultant that you are not expressly authorized to use.
4. Not to allow any third party who is not authorized to do so to use your Account at any time.
5. Not to use any device, software or routine, including but not limited to any viruses, Trojan horses, worms, time bombs, robots or denial-of-service attacks, intended to damage or interfere with the operation of the Platform or any transaction being conducted through the Platform.
6. Not to intercept or expropriate any system, data or personal information from the Platform.
7. Not to take any action that imposes an unreasonable or disproportionately large load on the Platform infrastructure, including but not limited to “spam” or other such unsolicited mass emailing techniques.

**C. General Release.** If you have a dispute with another Consultant, you release ExO (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

**D. Indemnity.** You agree to defend, hold harmless and indemnify ExO from and against any and all losses, costs, expenses, damages or other liabilities incurred by ExO from and against any cost, liability, loss, damage, cause of action, claim, suit, proceeding, demand or action brought by a third party against ExO: (1) in connection with your use of the Services including any payment obligations incurred through use of the ExO Billing and Payment Services; or (2) resulting from: (a) your use of the Platform (b) your decision to supply credit information via the Platform, including personal financial information; (c) your decision to submit postings and accept offers from other Registered Users; (d) any breach of contract or other claims made by Registered Users with which you conducted business through the Platform; (e) your breach of any provision of these Terms of Service; (f) any liability arising from the tax treatment of payments or any portion thereof; (g) any negligent or intentional wrongdoing by any Registered User; (h) any act or omission of yours with respect to the payment of fees to any Freelancer; (i) your dispute of or failure to pay any Invoice or any other Payment; or (j) your obligations to a Freelancer. Any such indemnification shall be conditioned on our: (i) notifying you in writing of any such claim, demand, action, cost, liability, loss or threat of any thereof; (ii) cooperating with you in the defense or settlement thereof; and (iii) allowing you to control such defense or settlement. We shall be entitled to participate in such defense through our own counsel at our own cost and expense. We reserve the right to report any wrongdoing of which we become aware to the applicable government agencies or otherwise.

**E. Links.** The Platform may contain links to third-party web sites not under the control or operation of ExO. When we provide links, we do so only as a convenience and do not endorse and are not responsible for the content of any linked site or any link contained in a linked site.