

KnowMore Specialist User Agreement

Effective as of Jan 18, 2019

This Agreement (this “Agreement”) is a contract between the company running the KnowMorePlatform.com, NoMore ApS located in Copenhagen, Denmark and operating under the tax id DK37549223 (“KnowMore”, “NoMore”, “KnowmorePlatform”, “we”, or “us”) and you (“you” or “User” or “Specialist”).

You accept all of the Terms and Conditions (“T&C”) contained in order to use www.knowmoreplatform.com (“Platform”).

Based on the conditions outlined forth herein, KnowMore may, in its sole discretion, amend this Agreement at any time by posting a revised version on the KnowMorePlatform (“Platform”). Any revisions to this Agreement will take effect when posted on the Platform unless otherwise stated. If a revised version includes a Substantial Change, we will notify you in writing 30 days prior to the changes take effect.

YOU UNDERSTAND THAT BY USING KNOWMORE AFTER THE EFFECTIVE DATE, YOU AGREE TO THIS CONTRACT. IF YOU DO NOT ACCEPT THIS AGREEMENT YOU MUST NOT ACCESS OR USE THE Platform.

1. CONTACTING KNOWMORE

Please redirect any questions to email: info@knowmoreplatform.com

2. BUSINESS MODEL OF KNOWMOREPLATFORM

The Platform is the website Knowmoreplatform.com that allow specialists to execute projects on behalf of NoMore ApS’s customers (“Customer”, or “Client”). All projects are screened and scoped by Project Managers employed by NoMore ApS (“Project Managers”) before it is presented on the Platform. NoMore has the final responsibility for the quality of delivery for the customer and thus select which specialist will execute each project. Thus, the Project Managers have full freedom to remove a Specialist from a project at any time if it in any way puts the experience of the Customer at risk.

3. KNOWMORE USER ACCOUNTS

3.1 ACCOUNT ELIGIBILITY

To be a Specialist at KnowMore you must register for an Account. To register for an Account, you must be an individual 18 years or older who can form legally binding contracts.

All Accounts MUST be done by individuals. Thus, for the sake of clarity, Agencies, groups of people, families or other company identities are NOT permitted to operate accounts on the Platform. You alone are eligible to use your account.

KnowMore reserves the right, in our sole discretion, to refuse, suspend, or revoke the access to the Platform upon discovery that any information you provided on any form or posted on the Platform is not true, accurate, or complete, or such information or otherwise violates this Agreement, or for any other reason or no reason in KnowMore's sole discretion. Similarly, KnowMore reserves the right to suspend any account that is suspected of being operated on behalf of an Agency, family member, friend, acquaintance, colleague or other legal entity that is not directly associated with an individual.

By accepting the Terms, you represent that you are not: a citizen or resident of a geographic area in which access or use of the Platform is prohibited by applicable law, decree, regulation, treaty, or administrative act.

3.2 ACCOUNT REGISTRATION

You agree to provide true, accurate, and complete information on all registration and other forms you access on the Platform or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness.

You may not register for more than one Specialist Account on the Knowmore Platform without written permission from KnowMore.

You may not delete an active account with the purpose of starting a new account.

You must not ask or allow another person to create an Account on your behalf, for your use, or for your benefit.

3.3 VERIFICATION OF IDENTITY

When you register for an Account, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity.

3.4 USERNAMES AND PASSWORDS

When you register for an Account, you will be asked to choose a username and password for the Account.

You are responsible for safeguarding and maintaining the confidentiality of your Account username and password. You authorize KnowMore to assume that only you will be using the Platform with your username and password.

If you pass the application test, you will further be asked to set up two-way authentication using a technology selected by KnowMore.

3.5 PROJECT FEEDBACK

For the benefit of KnowMore's customers, all projects and tasks are rated and commented. All rating information and feedback is the full ownership of KnowMore and cannot be changed on your request.

4. USE OF DIGITAL SIGNATURE

By clicking to accept this agreement prompted by KnowMore, you are deemed to have executed this Agreement electronically, effective on the date you accept the terms.

Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and any amendments.

5. CONSENT TO STORE DATA

In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Platform, you give us permission to provide these records to you electronically instead of in paper form.

5.1 YOUR CONSENT AND YOUR RIGHT TO WITHDRAW CONSENT

By registering for an Account, you consent to electronically receive and access, via email or via <https://app.knowmoreplatform.com>, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form.

6.2 KEEPING YOUR EMAIL ADDRESS CURRENT WITH KNOWMORE

In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Platform or by contacting Customer Support.

6.3 HARDWARE AND SOFTWARE NEEDED

To access and retain the records and notices we provide to you electronically, you will need: (a) a valid email address; (b) a computer system that operates on a updated Windows; (c) a stable connection to the Internet; (d) Current Versions of the software including Microsoft PowerPoint, an updated browser, relevant plug-ins, a Verified PayPal account, and a high speed and stable internet connection, and stable electricity supply.

By accepting and agreeing to this Agreement electronically, you represent that (a) you have read and understand the above consent to receive records and notices electronically; (b) you satisfy the minimum hardware and software requirements

specified above; and (c) your consent will remain in effect until you withdraw your consent as specified above.

7. PAYMENT TERMS

7.1 PAYMENT AMOUNT

The hourly rate for a specialist is pre-specified by KnowMore, with a price of 8 USD per hour.

7.2 MARK-UP

When KnowMore pays a Specialist, the specialist will be paid based on the pre-determined price. The predetermined price is set based on the estimated number of hours. In a situation where the Specialist uses more hours than estimated, the Specialist will not be paid more than the pre-determined price. Should a Specialist deliver a project in less hours than estimated the specialist is still paid the pre-determined price.

Should the number of hours have been incorrectly scoped, the Specialist is welcome to suggest a change, but the change is at the full discursion of the KnowMore Project Manager.

7.3 DISBURSEMENTS TO SPECIALISTS

Payments to specialists are paid monthly - at one of first workday in each month. Payment for all projects completed and approved the last month will be paid via one combined payment. The specialist is responsible for providing a personal, verified PayPal account information to enable the payment.

7.4 TRANSACTION FEES

All payments to Specialists are subject to transaction fees. Transaction fees depends on the geo-graphical region of the Specialist. The transaction fees will be subtracted from the monthly payment.

7.5 NON-PAYMENT

If a Specialist does not complete a project or parts of a project the Specialist will not get paid. To avoid potential conflicts, the Specialist should be online and available within the chat and project management application on <https://app.knowmoreplatform.com>

The Project Managers have the right to refuse payment of a project if the quality of the submitted files is below the quality requested or below the quality demonstrated by the Specialist as part of the application process.

The KnowMore support staff has the right to refuse payment of a project if the deadline accepted by the Specialist is not met or if the Specialist is in violation with these Terms.

7.5 FORMAL INVOICES AND TAXES

KnowMore will have no responsibility for any formal invoices or withholding any taxes applicable to the Specialist Fees. You will be solely responsible for determining whether it is required by applicable law to issue any formal invoices for the Specialists Fees and for issuing any invoices so required.

Specialist will also be sole responsible for determining whether: (a) Specialist or KnowMore is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Specialist Fees and remitting any such taxes or charges to the appropriate authorities on behalf of itself or KnowMore, as appropriate; and (b) KnowMore is required by applicable law to withhold any amount of the Specialist Fees and for notifying KnowMore of any such requirement and indemnifying KnowMore (either by KnowMore, at our sole discretion, offsetting the relevant amount against a future payment of Specialist Fees to Specialist or Specialist reimbursing KnowMore for the applicable amount) for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest).

In the event of an audit of KnowMore, Specialist agrees to promptly cooperate with KnowMore and provide copies of Specialists's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Specialist is engaging in an independent business as represented to KnowMore.

7.6 PAYMENT METHODS AND PAYPAL INFORMATION

As part of the application process Specialists are required to provide a valid PayPal account name in order to receive payment for projects completed.

Specialists hereby authorizes KnowMore to store the PayPal account information and any information regarding the payments made to each Specialist.

7.7 CURRENCY CONVERSION

The Platform and the Platform Services operate in US Dollars. If Specialist's Payment Method is denominated in a currency other than US Dollars and requires currency conversion, the exchange rates offered by PayPal at the day of the transfer automatically applies. These foreign currency conversion rates adjust regularly based on market conditions. Please note that the wholesale currency conversion rates will usually be different than the foreign currency conversion rates offered by PayPal.

8. NON-CIRCUMVENTION

You acknowledge and agree that the compensation KnowMore receives for making the Platform available, actively acquiring customers, screening tasks, quality reviewing and providing feedback allows them to charge Clients fee higher than the payments made to Specialists. Therefore, for 24 months from the time you conduct projects on the KnowMore platform, you must not work directly or

indirectly for any NoMore clients. You may opt-out of this obligation only if Client or prospective Client or Specialists pays KnowMore:

(a) an “Opt-Out Fee” computed to be the greater of the following amounts:

USD 15.000; or

50% of the cost to the Client of the services to be performed in the KnowMore Relationship during the Non-Circumvention Period, as estimated in good faith by the prospective Client;

To pay the Opt-Out Fee, you must request instructions by sending an email message to info@knowmoreplatform.com.

9. TERMS FOR PROVIDING SERVICES

9.1 SERVICES

Specialist will perform the Specialist Services in a professional and workmanlike manner and will timely deliver any agreed upon work.

9.2 INTELLECTUAL PROPERTY RIGHTS

Client Materials

KnowMore grants Specialist a limited, non-exclusive, revocable right to use pre-defined KnowMore client’s files as necessary solely for the performance of the project.

Any such files cannot be shared with any other individual in any way or form. Any suspension or indication that Client Material has been shared will immediately result in permanent ban from the KnowMore platform and will allow KnowMore to withhold any outstanding payment to the Specialist.

Any sharing on information will result in a financial fine computed to be the greater of the following amounts:

USD 25.000

or payment of 80% of the client claims.

Upon completing a project, or in any other way stop working a project on the KnowMore platform, the Specialist is required to delete or destroy any Client Material, in any form, within 24 hours.

Furthermore, upon KnowMore’s written request, Specialist will immediately return all Client Materials to KnowMore and further agrees to destroy all copies of files and Deliverables contained in or on Specialist’s premises, systems, or any other equipment or location otherwise under Specialist’s control. Within seven days of

such request from Client, Specialist agrees to provide written certification to Client that Specialist has returned or destroyed all files and Work Product as provided in this subsection.

Ownership of Work Product and Intellectual Property

By accepting these terms, you hereby assign all Intellectual Property Rights of projects conducted on the Platform. Specialist hereby waives any moral rights, rights of paternity, integrity, disclosure and withdrawal or inalienable rights under applicable law in and to the Work Product.

10. RELATIONSHIP WITH KNOWMORE

KnowMore does not introduce Specialists to Clients or help Specialists find Engagements. KnowMore merely provide the Platform that enables Specialists to identify and determine the suitability projects for them themselves.

KnowMore does not set Specialist's work hours, work schedules, or location of work. KnowMore will not provide Specialist with training or any equipment, labor, or materials needed for a particular Service Contract. KnowMore does not provide the premises at which the Specialist will perform the work. KnowMore makes no representations about, and does not guarantee the safety, or legality of, the Specialist Services.

KnowMore does not deduct any amount for withholding, unemployment, Social Security, or other taxes for Client or Specialist, each of which is solely responsible for all tax returns and payments required to be filed with or made to any federal, state, or local tax authority in any nation with respect to Specialist's performance, and Client's acceptance, of Specialist Services.

KnowMore is not required to and may not verify any feedback or information given to us by Specialists or Clients.

You hereby acknowledge and agree that KnowMore may provide information on the Platform about a Specialist, such as feedback, rating, including a strength or risk score, geographical location, or verification of identity or credentials.

11 RESPONSIBLE USE OF KNOWMORE

You agree not to take any action that might damage or put the reputation of KnowMore at risk.

12. CONFIDENTIAL INFORMATION.

12.1 CONFIDENTIALITY

To the extent KnowMore allow temporary access to Confidential Client Information on the site, the specialist will protect the secrecy of the discloser's Confidential Information at all times. And will: (a) not disclose or permit others to disclose

another's Confidential Information to anyone; and (b) not use or permit the use of another's Confidential Information, except as necessary for the performance of Specialist Services.

In order to remove all doubt, any Material that a specialist gains access to via their Account on <https://app.knowmoreplatform.com> must by default be treated as Confidential Client information as described above.

Any breach of confidentiality will result in a financial fine computed to be the greater of the following amounts:

USD 25.000

or payment of 80% of the client claims.

12.2 RETURN

If and when Confidential Information is no longer needed for the performance of the Specialist Services, the Specialist is to delete any such information in any form across any device that the Specialist have access to.

12.3 SIGNING OF A NON-DISCLOSURE AGREEMENT

In addition to accepting these terms the Specialist accept that no work can be conducted without signing an additional Non-Disclosure Agreement (NDA). The NDA is to presented to the Specialist if the Specialist pass the KnowMore test.

13. LIMITATION OF LIABILITY

KnowMore is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with this Agreement.

14. AGREEMENT TERM AND TERMINATION

Unless both you and KnowMore expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other. You may provide written notice to info@knowmoreplatform.com.

14.1 SUSPENSION OF ACCESS

KnowMore has the right, but not the obligation, to suspend or revoke your access to the Platform if we believe that you have violated this Agreement. Without limiting KnowMore's other rights or remedies, we may suspend or close your Account.

14.2 CONSEQUENCES OF AGREEMENT TERMINATION

Termination of this Contract and/or closing of your Account will not relieve the requirement to pay for Specialist for services performed prior to the effective date of the termination, unless the termination results from a breach of terms presented in section 8 or section 9 or section 10 or section 12 of this Agreement.

Except as otherwise required by applicable law, we will notify you if we close your Account, unless we believe, in our sole judgment, that giving notice may cause damage.

With the exception of the clauses described in (section 8, 9, 10, and 12), once terminated or suspended the T&Cs of this agreement no longer apply.

The terms described in clause (12.1 12.3) shall continue for a period of 5 years after the date of the termination.