



## Terms of Service

Poligage is an on-demand marketplace (“Platform”) that connects public policy and public affairs experts (“Expert” or “Members of the Poligage Experts Network”) with those in need of their products and services (“Client”). Combined, these parties may be referred to as “Users.”

These Terms of Use (“Agreement” or “Terms”) set forth the legally binding terms for your use of the Services. By accessing or using the Services, you are accepting this Agreement and you represent and warrant that you have the right, authority, and capacity to enter into this Agreement.

### User Eligibility

You may not access or use the Services or accept the Agreement if you (a) are not at least 18 years old; (b) have been identified on the U.S. General Services Administration’s Excluded Parties List, the U.S. Department of Commerce’s Denied Persons or Entity List, the U.S. Department of the Treasury’s Specially Designated Nationals or Blocked Persons Lists, or the Department of State’s Debarred Parties List, or any similar list of individuals limited by U.S. export control laws and regulations or other economic sanctions of the US, other government or multilateral organization; (c) are considered to be a Politically Exposed Person (“PEP”); (d) have been convicted or charged, or pled guilty or nolo contendere to any felony or any misdemeanor involving securities fraud or investment-related business; or (f) have been the subject of any regulatory or enforcement proceeding brought by any securities, commodities or other financial regulatory authority, self-regulatory organizations or other law enforcement body, including but not limited to the U.S. Securities and Exchange Commission (“SEC”) and the Financial Industry Regulatory Authority (“FINRA”).

### Governance of Marketplace Products and Services

You will be invited to set up an Account Plan in order to consume marketplace products and services. Requests for services are to be made through your Poligage Concierge. Your Poligage Concierge will respond within 24 business hours of receiving each inquiry, but typically sooner. They are available to advise on good-fit Poligage Experts for whatever service needs you may have, relay virtual consultation requests to specific Experts and schedule those consultations, and to manage your deliverable or project needs.

Engagement Agreements for each activity (consultation, project, etc.) will be developed by your Poligage Concierge for your sign off before that activity is considered to be confirmed. These short agreements will include timeline, cost, and cancellation policies among other elements. Payments will be deducted from your Poligage account balance by your Poligage Concierge based on the terms of each Engagement Agreement. Invoicing for additional services beyond your account balance will also be subject to the terms of each Engagement Agreement.

Paid Virtual Consultations: Your Poligage Concierge will manage the outreach and scheduling of all consultations. Poligage Experts are expected to respond to consultation requests relayed by the Poligage Concierge within forty-eight (48) hours of submission of consultation request. Experts may occasionally not be able to accept Client consultation requests due to a conflict of interest with existing clients, in which case an additional Expert will be sought for your consideration.

Paid consultation calls will operate under Chatham House Rule, where Client will treat any information discussed during the consultation as non-attributable to the Expert going forward, unless the information is only to be shared within the Client's organization, which is permissible on an attributable basis. Clients may request permission from an Expert to share information discussed during the consultation on an attributable basis with entities outside of their organization in writing (including email).

Projects: Clients may seek to have projects performed by Experts, or they may enter into hourly or retainer relationships with the Experts. Client will share parameters of the project with their Poligage Concierge, who will then source Experts for Client consideration. Client may also request a short interview with any Expert they would like to consider for an identified project. Client will also provide any project terms that will need to be agreed to by Expert when determining whether to submit a project bid. At least five (5) business days are typically required for Experts to generate project bid(s). An Engagement Agreement will be drafted for each project for signature by Client and participating Expert(s).

Packages: Your payment schedule will be confirmed with your Poligage Concierge and captured in your Account Plan. Poligage plans begin at \$12,000 USD or \$1,000 USD per month, with a 10% discount offered if the amount is paid up front and in full. Plans may alternatively be paid on a quarterly or monthly basis without discount. Electronic payment is required through the Poligage payment portal. Monthly or quarterly account allocations must be used for services by the last day of each corresponding month or quarter.

## **Confidentiality**

Poligage takes confidentiality of information that Clients share during interaction with Experts very seriously. Experts have agreed in their [network membership agreements](#) to treat all interactions and communications with Clients as strictly confidential, whether a monetary transaction is committed between Client and Expert or not. The following are considered strictly confidential and not to be shared publicly beyond a need-to-know basis by Experts:

- Identity of Clients (e.g., Experts will not list or reference Clients by name outside of their Poligage interaction);
- The act of a Client requesting a Paid Consultation even if Expert and Client do not proceed with the service;
- Information discussed during any Consultation Call or other platform engagement;
- Information about any actual or potential business, investment or trading decisions, or transactions of any Client;
- Materials and information provided to Experts by Client; or
- Any other nonpublic or proprietary information about Poligage or its Clients (collectively, "Confidential Information").

Experts may seek permission from Clients or Poligage to make any of the above Confidential Information public but must be able to produce proof of that permission being granted in writing if requested by the Client and/or Poligage at any time.

Experts have acknowledged that Clients may also be required, by law or their own compliance policies, to disclose certain details of interactions with Experts, including name and the amount paid ("Required Client Disclosures").

## **Relationship of the Parties**

Poligage is Not a Party to Contracts. Poligage facilitates Client engagement with Experts and assists with payment processing. Poligage may not be held liable for the actions or omissions of any Expert performing Marketplace Products and Services or any Client purchasing Marketplace Products and Services.

## **Dispute Procedures**

Clients have 72 hours from the time of receipt of any Poligage-facilitated product or service to initiate a dispute by emailing their Poligage Concierge. Should any dispute arise between Client and Experts over the quality or completeness of work on any Marketplace Product or Service exchanged between Expert and Client, Poligage will hold any fees paid by Client while the dispute is resolved.

## **Compliance with Laws**

All Users are responsible for adhering to and upholding all applicable laws and regulations that relate to the services requested by Clients and provided by Experts on the Platform, including but not limited to the Lobbying Disclosure Act or LDA, U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, as well as anti-corruption/anti-bribery laws in general. Any communications you may have with another User through the Platform, must fully comply with all applicable laws. Poligage is not responsible for determining the laws applicable to any User. Poligage Users are also not authorized at any time to engage in the offering or acceptance of legal advice on our platform, nor may claim that they were offered or received legal advice after any interaction on or engagement with Poligage platform.

Foreign Agents Registration Act: Most Marketplace Products and Services are for advisory purposes only and do not require any representation by an Expert on behalf of a Client. However, Poligage is not responsible for Expert or Client compliance with the Foreign Agents Registration Act ("FARA"). FARA generally requires "agents of foreign principals" undertaking certain activities on behalf of foreign interests to register with the U.S. Department of Justice to file copies of informational materials that they distribute for a foreign principal; and to maintain records of their activities. Clients and Experts must comply with all FARA regulations; failure to do so may subject agents to criminal and civil penalties.

Export Laws: You acknowledge that Marketplace Products or Services of any kind may not be downloaded to, or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Syria or any other country subject to United States embargo; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or on the U.S. Commerce Department's Denied Party or Entity List; and you acknowledge that you will not export or re-export Marketplace Products or Services to any prohibited country, person, end-user or entity specified by U.S. Export Laws.

## **Disintermediation**

Poligage expends tremendous resources to provide our Platform and Services, and to connect Clients and Experts. Given that matching Experts and Clients is crucial to Poligage's business, Experts and Client agree to negotiate and finalize any paid engagement through the Poligage Concierge or Platform for a period of at least nine (9) months from the date of the first paid engagement between an Expert and Client through the Poligage Platform (the "Non-Circumvention Period"). Clients and Experts are also free to continue paid engagements through Poligage after the Non-Circumvention Period, although transaction fee agreements between Poligage and the Experts may apply in these cases.

**Indemnity**

You agree to indemnify and hold Poligage (and our officers, employees, and Experts) harmless, including costs and reasonable attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your negligent use of the Services, (b) the services you request as a Client (c) your violation of this Agreement; or (d) your violation of applicable laws or regulations.

*Agreement last updated December 29, 2023*