

# Cognito Terms of Service

## Overview

Cognito – PTR Expert Network is a platform that connects professionals in the power grid and new energy sectors with consulting opportunities. As a member of the network, you will be invited to participate in various projects, by participating in one to one consultations and surveys. By engaging in these activities, you agree to uphold the highest standards of professionalism, ethical conduct, and confidentiality. Your participation must align with all applicable laws and regulations, ensuring that you contribute to Cognito's commitment to transparency, integrity, and compliance in every interaction.

As an expert in the Cognito network, you are expected to provide insights in a manner that is consistent with ethical guidelines and confidentiality standards. You will engage in various consulting activities, and in doing so, must ensure that all information shared remains secure and compliant with applicable laws. The platform aims to foster transparency, integrity, and professionalism, making it essential that you follow these principles in all interactions with the network, fellow experts, and participants.

## Conditions of Membership and Participation

You may become a member of Cognito and participate in consulting projects only if the following conditions are met:

- Your membership and participation do not create any conflicts of interest.
- Your participation does not violate any existing legal agreements or obligations, including those with your employer or previous employers.
- You will not disclose confidential or proprietary information that is not owned exclusively by you.
- Your participation complies with all applicable laws, rules, and regulations.

If any of these conditions are violated, you must decline or discontinue participation in any project. You are responsible for ensuring you have the necessary permissions and waivers before participating in projects. Participation in any project is entirely at your discretion.

## Your Company

You agree not to participate in a consulting project related to a company where you are currently employed, hold a position on the board, or are otherwise directly involved, unless you are the proprietor of that company. If you were employed in finance or accounting for a company, you cannot consult on that company for four months after leaving. If the company is involved in a tender offer or IPO, you must refrain from consulting on any related projects until the situation is resolved.

## Competitors

You agree not to consult on any project involving a direct competitor of a company where you hold a current position, such as being an employee, director, trustee, officer, or board member.

## Government Employees

If you are a government employee with restrictions on outside consulting, you are not permitted to participate in any projects. If allowed to engage in outside consulting, you must avoid topics regulated by

your agency, legislation, or policies that you may influence. Additionally, you agree to refrain from offering or accepting any payment or gifts that may influence business decisions.

## Legal Privilege

In case a Client involves legal counsel in a Project, they may seek to claim legal privilege. If so, the Client's legal team may request a separate written agreement for your services, which must be approved by Cognito in writing before you proceed. If accepted, this agreement will take precedence over any conflicting terms in these Terms & Conditions, though it remains separate and does not modify your overall obligations.

## Anti-Corruption & False Information

You must not offer or accept any gifts or payments to influence business decisions. Additionally, you must not provide false or misleading information about your qualifications or experience to Cognito or Clients, nor misrepresent yourself in any way related to a Project.

## Prior Misconduct

You confirm that you have not been involved in any legal or regulatory proceedings that could affect your eligibility to participate in Projects. If your status changes regarding regulatory issues, you must immediately notify Cognito.

## Accuracy of Information

You are responsible for providing accurate and up-to-date personal and professional information when applying to or participating in projects through Cognito. This includes your work history and any potential conflicts of interest.

## Privacy

Cognito may collect, store, and utilize personal data to manage your participation in the network and improve its services. All data will be treated in accordance with Cognito's privacy policy, and you acknowledge and consent to such usage.

## Confidentiality

You must maintain strict confidentiality regarding all non-public information shared by Cognito, clients, or other parties involved in projects. This obligation continues even after the conclusion of a project.

## Projects

You must only accept projects arranged or explicitly approved by Cognito. Any additional work requested by clients requires prior approval. You will not be paid for any unapproved projects, even if they are follow-ups to previously arranged projects. If invited to participate, you must confirm your acceptance or decline within 24 hours. Projects should be scheduled within five business days. You are not permitted to invite third parties to participate in any projects without Cognito's prior written consent.

## Recording and Transcription

Consultations may be recorded or transcribed by clients. You consent to these recordings and acknowledge you will have no access to or control over such recordings. Cognito will ensure your consent is obtained before any such recording takes place.

## Payment Terms

You will be compensated at a predefined hourly rate, calculated in 15-minute increments with a minimum of 30 minutes, based on actual consultation time, excluding preparation or delays caused by you. Payments will be processed within 30 days of session completion and made through the Wise app, bank transfer (US only), or Amazon Gift Card. Payment will not be provided to countries where the Company is restricted from doing business with the US.

## Independent Contractor Status

It is understood and agreed that any services performed by you under these Terms & Conditions shall be performed as an independent contractor and consultant. You acknowledge that you have no authority to act or speak on behalf of Cognito or represent that you have any such authority. You shall not be considered an employee of Cognito or its clients and will not be entitled to any benefits. You are responsible for your own taxes and any other payments due on compensation received. No partnership, joint venture, or similar relationship is established between you, Cognito, or its clients under these Terms. You are joining Cognito in your individual capacity and not as an agent or representative of any entity unless otherwise agreed in writing.

## Termination

You may terminate your membership with Cognito - PTR Expert Network at any time by providing written notice. Likewise, Cognito may terminate your membership at any time and for any reason without prior notice. Termination will not relieve either party of its obligations under the Terms & Conditions that survive termination, including but not limited to Privacy, Confidentiality, Non-Solicitation, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, and Miscellaneous clauses.

## Non-Circumvention

After completing a Project with a Client, you agree not to directly contact or provide unsolicited information or gifts to the Client without prior consent from Cognito. For one year following any Project with a Client introduced by Cognito, you will not bypass Cognito by engaging with the Client independently for services. You also agree not to solicit, employ, or hire any Cognito employee or Client introduced by Cognito for one year after your relationship with us ends.

## Intellectual Property

You are responsible for all content you create or share during your services. You confirm that you own or have obtained necessary licenses for any materials provided to Cognito or its Clients. Any intellectual property (IP) created for a Client during a Project belongs to the Client. Inventions or improvements based on Client IP also belong to the Client. However, any IP you created independently remains your property, and you grant Clients a worldwide, royalty-free license to use any such IP provided during a Project. Clients are free to use ideas, concepts, and techniques shared for any purpose.

Cognito - PTR Expert Network reserves the right to modify these Terms & Conditions at any time by posting the modifications on our website. All modifications will take effect upon posting unless otherwise specified. If you disagree with any modification, your only option is to terminate your participation. Continued participation after any modification indicates acceptance of the changes.