

Market Expert Agreement

1. This Market Expert Agreement (this “Agreement”) is made as of the date on which the Market Expert clicks “Accept” to become active on the Exchange (“Effective Date”) by and between AcceleTrex Corporation, a Florida corporation (“AcceleTrex”), and the independent contractor identified below (“Market Expert”), each a “Party” and together the “Parties.” Capitalized terms used in this Agreement carry the meaning ascribed to them in Section 14 (Definitions).

2. **Engagement.** By becoming active on the Exchange, Market Expert agrees to use reasonable efforts to provide Referrals of Vendor Products and Services to Customers through the Exchange. (Market Expert will (a) abide by and comply with all applicable laws, statutes, orders, rules and regulations; (b) perform all work in accordance with the highest applicable industry standards; and (c) comply with all rules and policies established by AcceleTrex from time to time during the term of this Agreement. Market Expert is not obligated to make any Referrals but agrees to use reasonable efforts to be an active participant in the Exchange and to become familiar with Vendor Products and Services available through the Exchange. Should Market Expert be inactive in the Exchange for a period of more than 6 months, AcceleTrex may deactivate Market Expert’s access to the Exchange.

3. **Independent Contractor Status.** AcceleTrex and Market Expert are independent contractors. Nothing contained herein will be deemed to create an employment, agency, joint venture or partnership relationship between AcceleTrex and Market Expert or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Aside from setting the rules generally applicable to participation in the Exchange, AcceleTrex will not exercise any control over or provide direction to Market Expert regarding when, whether, or how to go about making Referrals. Market Expert understands and agrees that: (a) AcceleTrex will not withhold from any amounts payable to Market Expert hereunder any sums for the payment of personal or other income taxes, unemployment insurance or social security; (b) Market Expert is responsible for paying all of Market Expert’s own self-employment tax payments and workers’ compensation insurance, social security and any other required tax payments or withholding, and for obtaining and paying for any insurance Market Expert wishes to obtain; and (c) Market Expert will not be entitled to any benefits that AcceleTrex may provide to its employees. See Section 13 “Privacy” for information on how any personally identifiable information provided to AcceleTrex or any of its suppliers and service providers may be used.

4. **Licensed Materials.**

4.1. **License Grant.** Subject to Market Expert’s payment of the required annual subscription fee and its compliance with the terms of this Agreement, AcceleTrex hereby grants to Market Expert during the Term a limited, non-exclusive, royalty-free, non-transferrable, non-sublicensable, revocable license to access and make use of the Exchange API and the API Materials as necessary to enable Market Expert’s access to the features and functionality in the Exchange that AcceleTrex makes available to customers generally.

4.2. **Modifications to Licensed Materials.** Market Expert acknowledges and agrees that during the Term, AcceleTrex may make changes to the features and functionality of the Exchange. In doing so, AcceleTrex will use commercially reasonable efforts to avoid making any change that: (i) will materially reduce the usability of the Exchange, or (ii) will require changes to Market Expert’s connection to the Exchange through the Exchange API. Unless a change is necessary to prevent damage to or a reduction in the security of the Exchange, AcceleTrex will use commercially reasonable efforts to provide not less than 30 days’ notice to Market Expert in advance of implementing a change that will cause the effect noted in subsections (i) or (ii) of this Section 3.2. Market Expert further acknowledges that AcceleTrex may temporarily limit or suspend Market Expert’s access to the Exchange if, in AcceleTrex’s reasonable opinion, such temporary limit or suspension is necessary to prevent damage to the Exchange, or other users of the Exchange. AcceleTrex will use commercially reasonable efforts to restore Market Expert’s access to the Exchange as quickly as possible in such situations.

4.3. **License Restrictions.** Market Expert shall not and shall not permit its Affiliates or any other Person to do any of the following with the Licensed Materials or any part of them: (a) reverse engineer, decompile, or disassemble or otherwise attempt to discover their source code; (b) modify or create derivative works; (c) distribute copies of them; (d) remove any proprietary notices or labels on them; (e) resell, lease, rent, transfer, sublicense, or otherwise transfer rights to them; (g) access or use them in a way intended to avoid incurring any applicable fees or exceeding usage limits (if any); (h) access or use them for fraudulent or

illegal activities or activities that violate this Agreement or are otherwise harmful to AcceleTrex; (i) use them in any way that will impair the availability or usability of the Exchange for AcceleTrex or any other user; or (i) access them for any reason not expressly permitted under this Agreement.

4.4 **Market Expert's Marks.** Market Expert hereby grants AcceleTrex, during the Term, a license to use Market Expert's Marks solely in connection with the operation of, and Market Expert's participation in, the Exchange and making Referrals relating to Vendor's Products and/or Services. All other rights in Market Expert's Marks remain for all purposes the property of the Market Expert.

4.5 **AcceleTrex Marks.** AcceleTrex hereby grants Market Expert, during the Term, a license to use AcceleTrex's Marks solely in connection with Market Expert's work to make Referrals. All other rights in AcceleTrex Marks remain for all purposes the property of AcceleTrex.

4.5 **Vendor Materials and Marks.** Market Expert agrees to use only the marketing materials provided by the applicable Vendor in making any Referral. AcceleTrex grants to Market Expert a non-exclusive, non-transferable license to display AcceleTrex's Marks during the Term in order to identify Market Expert as a member of the Exchange.

5. **No Violation.** Market Expert represents and warrants to AcceleTrex that the execution, delivery and performance by Market Expert of this Agreement does not violate any law or the terms of any other agreement, including any employment agreement, to which Market Expert is a party or by which Market Expert is bound.

6. **Term.** The term of this Agreement will commence on the Effective Date and continue for a period of 12 months from the Effective Date (as supported by the record generated in the Platform upon acceptance). The Agreement will automatically renew for successive 12-month periods unless terminated by either Party in accordance with Section 7.

7. **Termination.** Either Party may terminate this Agreement for any reason (for cause or without cause), at any time, by providing the other Party with 15 days' prior written notice. AcceleTrex may terminate this Agreement for cause immediately upon notice to Market Expert if any of the following events occur: (i) Market Expert commits a breach of Market Expert's obligations under this Agreement and, if such breach is curable, fails to cure such breach within 7 days after receiving written notice of such breach from AcceleTrex; (ii) Market Expert commits an act of fraud or an act of dishonesty; (iii) Market Expert is formally charged with (a) any felony, (b) a misdemeanor involving fraud, financial misdealing, or theft; or (c) otherwise commits any act that, in AcceleTrex's sole discretion, is injurious to the business or reputation of AcceleTrex or any of its affiliates or capital partners; (iv) Market Expert violates any law that could result in a material adverse impact upon the business of AcceleTrex or any of its affiliates or capital partners; (v) AcceleTrex determines that Market Expert has intentionally provided misleading information regarding the identity of the Person making Referrals; (vi) AcceleTrex determines that Market Expert is using scripting or other automation in a way that is designed to make Referrals without any personal interaction between Vendor or Customer and Market Expert (use of automation to support review or filtering of opportunities for Referral is permitted)), (vii) AcceleTrex determines that Market Expert is employed by more than one Vendor; (ix) at least two Vendors or AcceleTrex employees request the removal of Market Expert from the Exchange for unprofessional conduct, (x) AcceleTrex has a reasonable belief that Market Expert attempted to bypass, or did bypass, the Exchange by directly connecting a Vendor to a potential Customer outside of the Exchange, or (xi) Market Expert falsely accuses any Vendor of impropriety and (xii) AcceleTrex reserves the right to terminate this Agreement at any time in its sole discretion.

8. **Non-Disparagement.** During and after the term of this Agreement, (i) Market Expert will not disparage AcceleTrex, its Affiliates, any Vendor, any other Market Expert or any of their respective executives, employees or capital partners, and (ii) AcceleTrex will not disparage Market Expert.

9. **Referral Process.** Market Expert shall use the Exchange to make introductions of Vendor or Vendor Products and Services to prospective customers that are known to Market Expert and may be a good fit for Vendor Products and Services. Vendor may accept or reject any Referral in its sole discretion. After a Referral is accepted by Vendor, and upon Vendor's request, Market Expert may, but is under no obligation to, work with Vendor to secure a Sale. Vendor and Market Expert will determine the extent of any such work, and AcceleTrex shall have no obligation to either Vendor or Market Expert in connection with any work undertaken. If a Referral is rejected by a Vendor, then AcceleTrex will inform Market Expert of such denial. Market Expert will make no representations, guarantees,

warranties, or statements of any kind about the Vendor Products or Services unless they are approved by the Vendor in advance, or are based solely on information made publicly available by Vendor.

10. **Compensation.** AcceleTrex will pay Market Expert 50% of all Sales Fee(s) actually received by AcceleTrex as a result of Market Expert's accepted Referral (the "Market Expert Payment") for Products and Services purchased from that Vendor until such time as Vendor is no longer participating in the Exchange. If more than one Market Expert participates in the Referral the Sales Fee may be split among the participating Market Experts if approved in advance by AcceleTrex. Unless AcceleTrex notifies Market Expert in writing of AcceleTrex's intent to make payments directly, all payments will be made by a third-party payment processor selected by AcceleTrex within 5 Business Days receipt of cleared funds. Unless AcceleTrex terminates this Agreement for cause, AcceleTrex will continue to pay the Market Expert Payment for Referrals accepted prior to the termination of this Agreement even if the Sale does not close prior to termination. If AcceleTrex terminates this Agreement for cause, AcceleTrex will pay all Market Expert Payments for Sales closed and paid by Customer prior to the effective date of the termination. Any other Market Expert Payments will be forfeit. Market Expert is solely responsible for, and AcceleTrex will have no obligation to pay or reimburse Market Expert for, expenses of any kind incurred by Market Expert in relation to this Agreement. Market Expert understands that in order to facilitate payment due under this Agreement, Market Expert must ensure that the information provided to AcceleTrex's third-party payment processor is kept up-to-date and accurate at all times. AcceleTrex shall have no liability to Market Expert for any delay caused by Market Expert's failure to observe the requirements of the preceding sentence.

11. **Confidentiality.** Market Expert agrees not to use any Confidential Information except in performance of its obligations under this Agreement and not to disclose such information to third parties. Market Expert further agrees to use the same means to protect Confidential Information as it uses for its own confidential information, provided that in no event will Market Expert use less than reasonable care. "Confidential Information" means all information provided to, or accessed by, Marketing Expert during the Term, whether such information originates from AcceleTrex, or a Vendor, that should reasonably be expected to be considered confidential or proprietary regardless of marking or identification. Confidential Information will not include any information that: (i) is now or becomes available in the public domain through no breach of this Agreement; (ii) can be shown through documented evidence to have been in the possession of Market Expert as of the Effective Date; (iii) can be shown through documented evidence to have been independently learned by Market Expert from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by Market Expert. Confidential Information is and will remain the sole and exclusive property (or, where applicable, valid license) of AcceleTrex or Vendor, as applicable. Upon the termination of this Agreement or the written request of AcceleTrex or Vendor, as applicable, Market Expert will promptly destroy all Confidential Information and will also destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever and in whatever format prepared by Market Expert based upon or containing any Confidential Information, and will confirm destruction to AcceleTrex or Vendor, as applicable, in writing. Additionally, Market Expert will not share confidential information of any other Person, whether acquired in Market Expert's performance of its obligations under this Agreement or otherwise, with AcceleTrex, any Vendor or another Market Expert.

12. **NON-CIRCUMVENTION. MARKET EXPERT AGREES NOT TO KNOWINGLY REFER OR ATTEMPT TO REFER BUSINESS TO A VENDOR OUTSIDE OF THE EXCHANGE WITH THE INTENT OF ENABLING VENDOR TO CIRCUMVENT VENDOR'S OBLIGATIONS TO PAY A SALES FEE TO ACCELETREX.**

13. **Privacy.** Each Party will comply with all data protection, privacy laws, or similar laws or regulations applicable to it in the performance of its obligations under this Agreement. Market Expert will not provide any Covered Data to AcceleTrex, Vendor or the Exchange without having first obtained all consents (including consent for aggregation, de-identification, and anonymization) required from the Person to whom such data pertains. Market Expert will pay all losses or liabilities incurred by AcceleTrex or its Affiliates arising from or relating to Market Expert's failure to obtain all required consents. "Market Expert understands and expressly consents to the collection, use, and processing by AcceleTrex of Covered Data pertaining to Market Expert for any purpose set forth in [insert URL for privacy policy]. AcceleTrex may aggregate, de-identify or anonymize Covered Data and use such aggregated, de-identified or anonymized

data, and share it with third parties, for lawful business purposes, including to analyze, build and improve the Exchange and promote AcceleTrex's business. In addition to the other requirements of this Section 13, each party shall refrain from selling, renting, or otherwise distributing any information gained through its performance under this Agreement to any third party without the express written consent of the other parties.

14. **Defined Terms.** s used in this Agreement,

- (a) "Affiliate" of a Party means any Person that owns or controls, is owned or controlled by or is under common ownership or control with the Party in question. As used in this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies, whether through the ownership of voting securities, by contract, or otherwise.
- (b) "Covered Data" means any data provided by Market Expert that (i) may be used to identify a natural person, (ii) identifies characteristics (such as qualities, likes, dislikes, propensities, or tendencies) of such natural person, or (iii) data which is otherwise subject to limitations on its use under an applicable data protection law including social security number, tax identification number, banking information, or similar information necessary to transact, or arrange for the payments required under this Agreement.
- (c) "Customer" means any Person that was the subject of a Referral made by Market Expert to a Vendor, unless such Vendor can demonstrate that the Vendor was in discussions with such Person about the sale of the products or services that were the subject of the Referral prior to receiving the Referral;
- (d) "Exchange" means AcceleTrex's platform that allows Vendor to connect with Market Experts and Persons interested in purchasing Products or Services provided by Vendor.
- (e) "Marks" means all names, marks, logos, designs, trade dress and other brand designations (whether registered or not) used by a Party;
- (f) "Person" means any individual, firm, corporation, limited liability company, general or limited partnership, trust or other entity;
- (g) "Products and Services" means Vendor's product and services portfolio as shown on Vendor's website or other means through which Vendor ordinarily makes its portfolio known to its customers generally. The term Product and the term Service, if used without the other, refer to a single product or service that is part of Vendors product and services portfolio.
- (h) "Referral" means a referral made through the Exchange by Market Expert of a Vendor's products and/or services to a potential Customer;
- (i) "Sales Fee" means the payment made by a Vendor to AcceleTrex in connection with the sale of a product or service by Vendor to a Customer; and
- (j) "Vendor" means a Person with an active contract with AcceleTrex to sell products and/or services to Customers on the Exchange at any time beginning on the Effective Date through the date that this Agreement is terminated.

15. **General Terms and Conditions.**

(a) Notice. Any notice required or permitted to be given under this Agreement to AcceleTrex will, be sent to legal@acceletrrex.com. Market Expert accepts that communications from AcceleTrex will be via postings to the Exchange or AcceleTrex's website, except for notices of breach or termination of this Agreement which will be delivered and agrees that all electronic communications that AcceleTrex provides to Market Expert are acceptable and effective as notice. As such, AcceleTrex may notify Market Expert by posting a notice on the AcceleTrex website (which will be effective upon posting) or sending a message to Market Expert's email address registered with AcceleTrex which will be effective upon sending. It is Market Expert's responsibility to keep Market Expert's email address registered with AcceleTrex current. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed to have been delivered and received on the earliest to occur of: (i)

the date of delivery, if delivered personally, (ii) one business day after having been sent by overnight courier, or (iii) as otherwise provided in this Section 15.

(b) Governing Law. The Exchange, this Agreement, and the relationship of the Parties will be governed by the laws of the State of Delaware. The Parties agree and consent to the exclusive jurisdiction of the state or federal courts located in Delaware and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that AcceleTrex may elect, in its sole discretion, to litigate the action in the county or state where any breach by Market Expert occurred or where Market Expert resides.

(c) No Assignment. Market Expert may not assign this Agreement or Market Expert's rights, obligations, duties or privileges under this Agreement without the prior written consent of AcceleTrex.

(d) Force Majeure. Neither Party will be liable for any loss resulting from a cause over which it does not have reasonable control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or Internet problems, severe weather, earthquakes, or natural disasters, wars, or governmental restrictions.

(e) Waiver. Neither Party will be deemed to have waived any of its rights, powers, or remedies hereunder, unless done in an express writing signed by an authorized agent or representative of the Party making such waiver. The waiver by either Party of any provision of this Agreement will not operate or be interpreted as a waiver of any other provision or a subsequent occurrence of the same condition.

(f) Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision.

(g) Entire Agreement. This Agreement sets forth the entire understanding and agreement of the Parties and supersedes any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement may be changed only by a writing signed by both Parties. Neither Party is relying upon any warranties, representations, assurances or inducements not expressly set forth herein.

(h) Binding Effect. This Agreement and the rights and obligations created hereunder will be binding upon and inure solely to the benefit of Market Expert, AcceleTrex, and their respective successors and permitted assigns, and no other Person will acquire or have any right under or by virtue of this Agreement.