



Terms and Conditions – For Cognisium Experts

This document details the Terms and Conditions applicable to an Expert who seeks to provide services to a Client using www.cognisium.com

These terms and conditions (also called "this agreement") are the contract between you and Cognisium Pty Ltd ("us", "we", "our" etc). By visiting or using our Website, you agree to be bound by them.

Cognisium is a trade name of Cognisium Pty Ltd ACN 642 297 130, whose registered office is at LEVEL 1, 9-11 GROSVENOR ST, NEUTRAL BAY, NSW 2089

If you do not agree with these terms and conditions, you should leave our Website and stop using our Website or the services immediately.

Background

A. Cognisium is a marketplace for executives and senior executives who joined the Platform to provide services to Clients.

B. The Platform is available to Experts and Clients providing that they are registered in accordance with the "WEBSITE TERMS OF USE" described on this webpage at www.cognisium.com/terms-of-use.

C. Cognisium receives a Fee of the total amount that the Expert charges the Client for the Engagement. This fee is 20% for business consulting and 25% for interim management assignments. This Fee is paid by the Client (in addition to the amount agreed to between the Expert and the Client for the Engagement). If the Engagement results in a full time role, Cognisium receives a one-time Fee of 25% of the Expert's starting base salary. This Fee is also paid by the Client.

D. Cognisium is not the employer of the Expert, or an agent for the Expert or the Client. Cognisium only facilitates the introduction between the Expert and the Client. The Expert and the Client then separately enter into a contract for the provision of services and jointly agree to the terms, without the involvement of Cognisium. Cognisium is not a party to the services agreement between the Expert and the Client and has no oversight over or control of that arrangement.

E. Cognisium does not accept any liability for underperformance, partial performance, mismanagement or cessation of services by the Expert or termination of the Engagement by you or the Client.

1. Definitions

All definitions appearing on this webpage at www.cognisium.com/terms-of-use and titled "Cognisium Pty Ltd – WEBSITE TERMS OF USE" apply.

Consent: By accessing and/or using our Website, you agree to these terms and conditions and our Privacy Policy available at www.cognisium.com/privacy-policy

"Client" means the clients of Cognisium who join the Platform to connect with Experts.

"Client Brief" means the brief that the Client posts on the Platform stating the scope of work for the provision of services by the Expert.

"Cognisium" or "we", "us" or "our" means Cognisium Pty Ltd (ACN 642 297 130).

"Cognisium Membership" means the membership to the Platform we provide.

"Content" means the textual, visual or audio content that is encountered as part of your experience on the Platform. It may include, among other things: text, images, sounds, videos and animations. It includes content posted by you.

"Engagement" means services undertaken by the Expert for the Client.

"Expert" means the freelance member who joins the Platform with the sole objective to provide services to Clients.

A **project-based expert** is an expert working *on a project* between 0.1xFTE to 1xFTE *continuously or for a number of months*.

A **fractional leader** (CEO to CEO-2) is an expert working between 0.1FTE to 1FTE *continuously or for a number of months*.

An **interim executive** (CEO to CEO-2) *to bridge a temporary gap* is an expert working 1xFTE *for a number of months*.

"Fee" means the fee that Cognisium receives as a result of the Engagement between the Expert and the Client, calculated as follows:

- **Project Experts:** 20% of Expert fee
- **Fractional Leaders:** 18% of Expert fee
- **Interim Executives:** 15% capped at \$18,500 (if works more than 6 months)

This Fee is paid by the Client.

For the avoidance of doubt, the following illustration is given:

If the Interim Executive works for 3 months at \$2,000/day, or \$40,000 monthly, we will invoice the Client \$18,000 (cap not reached). If the same Interim Executive works for 6 months (or more) at \$2,000/day, or \$40,000 monthly, we will invoice the Client \$18,500 (cap reached).

If the Engagement results in the Client employing the Expert in a full time role, Cognisium is entitled to charge and receive a one-time commission of 25% of their starting base salary, excluding bonuses or other incentive payments. This fee is payable by the Client.

"Platform" means the Cognisium online platform at www.cognisium.com developed by us in order to connect Experts with Clients.

"Post" means display, exhibit, publish, distribute, transmit and/or disclose information, details and/or other material on our Website, and the phrases "Posted" and

"Posting" shall be interpreted accordingly;

"Service" means all of the services offered for sale through the Platform by the Expert.

"Website" means any website of ours and includes all web pages controlled by us. It includes the Platform.

"you" or "yours" means you, the party to this agreement.

2. Our role

2.1. The Platform facilitates connections between Clients and Experts. On the Platform, Clients may Post Client Briefs and Experts may review and respond to them. Experts may also Post their profiles on the Platform.

2.2. Cognisium provides access to the Platform to both Clients and Experts. Cognisium does not purchase Services from, or provide Services to, Clients.

2.3. We are not a party to your contract with Client for the provision of Services, which is entered into by you and the Client.

2.4. The relationship between you and us is limited to:

the provision of the Platform, where you can sell professional services to a Client, and

we are not your employer, agent, partner or joint venturer.

2.5. We are not responsible for the supply of any Engagement between you and a Client or for the terms of any cancellation or refund procedure should you or the Client decide to cancel an Engagement for any reason.

2.6. We are in no way responsible for:

2.6.1 verifying the accuracy of a Client Brief; or

2.6.2 screening Clients, including in relation to their working conditions or financial position;

and we encourage you to do your own due diligence about any chosen Client or Client Brief.

2.7. We do not have any obligation to monitor the use of the Platform or verify information provided by Clients or Experts.

2.8. In any dispute with a Client, you should deal only with the Client. We have neither legal obligation nor detailed information about the Services or the terms of any agreement that the Client and you agreed upon.

2.9. We reserve the right to terminate your Cognisium Membership and block your access to the Platform if we determine, in our absolute discretion, that a Client has a valid complaint regarding an Engagement, the provision of your Services or the way in which you have held yourself out as an Expert.

3. Cognisium Membership – Expert

3.1. Cognisium Membership is free. The terms for joining the Platform are stated on this webpage and referred to as “Cognisium Pty Ltd – WEBSITE TERMS OF USE” at www.cognisium.com/terms-of-use and in this document.

3.2. If you are joining as an Expert you represent and warrant that you are who you state you are, that you are not impersonating someone else and that anything you post about yourself on the Platform is true and correct.

3.3. When registering to join the Platform you will be requested to provide your email address. We only accept an email address that is genuine and that connects you to that email address.

3.4. You represent and warrant that you are not prevented from joining the Platform by a contract with a former or current employer or by any other restrictions placed upon yourself.

3.5. You acknowledge and agree that we may refuse you membership to the Platform if we determine, acting reasonably, that your expert credentials are not suitable for the Platform.

3.6. We reserve the right to cancel your Cognisium Membership if we find that you contract and trade outside the Platform with a Client whom you identified using the Platform.

3.7. We reserve the right to cancel your Cognisium Membership and block your access to the Platform if we consider that it is necessary to protect our legitimate business interests, including the security of our Website and the user experience of our members.

3.8. We reserve the right to modify these terms and conditions at any time, without notice. Your continued use of the Cognisium Platform after such modifications shall be deemed an acceptance by you to be bound by the terms of the modified agreement.

3.9. By accepting these terms and conditions, you instruct us to give you access to use the Platform.

4. Your Cognisium Membership and personal information

4.1. You represent that you have provided accurate, up to date, and complete information about yourself. We are not responsible for the accuracy of any information provided by you or a Client.

4.2. You acknowledge and agree that you have read and understood our Privacy Policy on our website at www.cognisium.com/privacy-policy.

4.3. When you visit our Website, you accept responsibility for any action done by any person using your name, Cognisium Membership or password. You should take all necessary steps to ensure that the password is kept confidential and secure and should inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

4.4. You agree to notify us of any changes in your information immediately it occurs. If you do not do so, we may terminate your Cognisium Membership.

4.5. Cognisium reserves the right to discontinue the use of the Platform at its discretion by giving a one week notice to Experts and Clients. Upon the termination of the Platform, all data acquired by Cognisium on behalf of Experts or Clients, will be securely deleted and may not be accessible by Cognisium or any other party from that point forward.

5. Compliance with terms

You agree that you will at all times:

5.1. reply promptly and in any event within 2 business days to any Client message or correspondence from us;

5.2. comply with the law relating to all aspects of the contract between you and a Client, relating in particular to your obligations to provide full information;

5.3. when you have an obligation to return money to a Client for any reason, you will do so immediately.

6. The selling procedure

6.1. Cognisium is not responsible for the fulfilment of your Engagement contract with a Client.

6.2. The Platform allows you to review Client Briefs and to accept or decline a Client's offer to provide services to it.

6.3. If you wish to provide Services to a Client, you and the Client must enter into an Engagement agreement. Cognisium is not a party to that agreement and is not involved in negotiating its terms.

6.4. With your Cognisium Membership, you may choose your daily rate. You acknowledge and agree that you will not use different rates in negotiating the Engagement with the Client.

6.5. You must inform Cognisium of the starting date, duration and daily rate per Engagement.

6.6. When you wish to invoice the Client you must follow the Platform procedure and provide the following information:

6.6.1 your rate and hours/days spent;

6.6.2 the amount you wish to invoice and the currency AUD or USD; and

6.6.3 whether or not the invoice is final.

6.7. We will invoice the Client for your charge plus GST or any other applicable taxes and our Fee.

6.8 We will invoice the Client in AUD if you and the Client are located in Australia, and in AUD at the USD/AUD exchange rate of the date of the invoice if the Client is located in Australia and you are located outside of Australia. If you and the Client are located outside of Australia we will invoice the Client in USD and pay you in USD. The invoice is payable to us within 14 days.

Once the invoice has been paid by the Client and funds cleared, we will pay your invoice within 7 days.

6.9. Cognisium does not charge Experts anything and the use of the Platform is free for Experts. Our Fee is paid by the Client.

6.10. You must notify us immediately if the Client suggests making payments separately from Cognisium and directly to you.

7. Advertising your Service

If you use the Platform to promote your Services, the following conditions apply.

7.1. We will not advertise your service without prior consent from you.

7.2. With prior consent by you, advertising your service may include your partial name, photo, or a partial screenshot of your Cognisium Profile without contact details.

7.3. We give no guarantee as to the success of any advertising placed.

7.4. We will not pay you any fees for advertising your services.

7.5. We will not charge or receive any secret commission for advertising your services.

8. Your Expert service warranties

8.1. You warrant that the information provided to the Platform with respect, but not limited to, identity, experience, qualifications, skills and achievements is accurate and true and can be substantiated.

8.2. You warrant that any of your Services you promote on our Website:

8.2.1 are not: illegal, obscene, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to any third party;

8.2.2 does not offend against the law of any country whose citizens might purchase it; and

8.2.3 are not intended primarily to advertise any business, except your business, so far only as it is carried on through Cognisium Platform.

8.3. You represent that the Services promoted by you and Content Posted by you on the Platform will not infringe any third party intellectual property rights. You acknowledge that you are personally responsible for any breach of someone else's intellectual property rights, defamation, or any law, which may occur as a result of the provision of the Services and any Content Posted by you.

8.4. You accept all risk and responsibility for determining whether any Content is in the public domain and not confidential.

8.5. You must immediately notify us of any security breach or unauthorised use of your Cognisium Membership.

9. How we handle your Content

9.1. We will handle your personal information in accordance with our Privacy Policy which can be found at www.cognisium.com/privacy-policy. You acknowledge and agree that as a condition for joining the Platform, you have read, understood and agreed to our Privacy Policy that also details how we handle your Content and personal information.

9.2. If you Post Content to your Profile area of the Platform, it becomes available in the public domain and accessible to our Clients. We have no control over who sees it or what anyone does with it.

9.3. Posting Content of any sort does not change your ownership of the copyright in it. We have no claim over it and we will not protect your rights for you.

10. Restrictions on what you may Post to the Platform

We invite you to Post Content to our Platform that relates to your profile as requested upon registration. We regulate your use of our Platform to protect our business and our staff, to protect other users of our Platform and to comply with the law.

We undertake a check of your Profile input prior to activating your Cognisium Membership. This can also include a phone call if we feel we need to do so.

You agree that you will not use or allow anyone else to use our Website to Post Content or undertake any activity which is or may:

- 10.1. be unlawful, or tend to incite another person to commit a crime;
- 10.2. be obscene, offensive, threatening, violent, malicious or defamatory;
- 10.3. be sexually explicit or pornographic;
- 10.4. be likely to deceive any person or be used to impersonate any person, or to misrepresent your identity, age, or affiliation with any person;
- 10.5. use a posting to solicit responses unconnected with the purpose of our Website or the terms proposed by this agreement.

11. Your Profile: restricted Content

In connection with the restrictions set out in Clause 10 above and below, we may refuse or edit or remove a Profile which does not comply with these terms and conditions.

In addition to the restrictions set out above, a posting must not contain:

- 11.1. hyperlinks, other than those specifically authorised by us;
- 11.2. keywords or words repeated, which are irrelevant to the Content Posted;
- 11.3. the name of any organisation other than the ones you worked for in the past;
- 11.4. inaccurate, false, or misleading information; and
- 11.5. material or links to material that exploits people in a sexual, violent or other manner, or solicits personal information from anyone under 18 years old.

12. Removal of offensive Content

12.1. For the avoidance of doubt, this paragraph is addressed to any person who visits our Website for any purpose.

12.2. We are under no obligation to monitor or record the activity of any user of our Website for any purpose, nor do we assume any responsibility to monitor or police Internet-related activities. However, we may do so without notice to you and without giving you a reason.

12.3. If you are offended by any Content, the following procedure applies:

12.3.1 your complaint must be submitted to us in the form available on our Website, or contain the same information as that requested in our form. It must be sent to us by post or email.

12.3.2 we shall remove the offending Content as soon as we are reasonably able;

12.3.3 after we receive notice of a claim or complaint, we shall investigate so far as we alone decide;

12.3.4 we may re-instate the Content about which you have complained or we may not.

13. Security of our Website

You now agree that you will not, and will not allow any other person to:

- 13.1. modify, copy, or cause damage or unintended effect to any portion of our Website, or any software used within it.

- 13.2. link to our Website in any way that would cause the appearance or presentation of our Website to be different from what would be seen by a user who accessed our Website by typing the URL into a standard browser;
- 13.3. download any part of our Website, without our express written consent;
- 13.4. collect or use any service listings, descriptions, or prices;
- 13.5. collect or use any information obtained from or about our Website or the Content except as intended by this agreement;
- 13.6. aggregate, copy or duplicate in any manner any of the Content or information available from our Website, other than as permitted by this agreement or as is reasonably necessary for your use of the services;
- 13.7. share with a third party any login credentials to our Website.
- 13.8. Despite the above terms, we now grant a licence to you to:

13.8.1 create a hyperlink to our Website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.

13.8.2 you may copy the text of any page for your personal use in connection with the purpose of our Website or a service we provide.

14. Storage of Messages

- 14.1. We assume no responsibility for the deletion or failure to store, deliver or timely deliver messages.
- 14.2. We may, from time to time and without notice, set limit(s) on the number of messages you may send, store, or receive through the Platform, and we retain the right to delete any messages above such limit(s) without any liability whatsoever, and you hereby release us from any such liability. Any notice provided by us to you in connection with such limit(s) shall not create any obligation to provide future notification regarding any change(s) to such limit(s).

15. Termination

- 15.1. You may terminate this agreement at any time, for any reason, with immediate effect. You may terminate the agreement by sending notice to us by email at support@cognisium.com We reserve the right to check the validity of any request to terminate your Cognisium Membership by getting in touch with you and verifying that you wish to terminate Cognisium Membership.
- 15.2. We may terminate this agreement at any time, for any reason, with immediate effect at our discretion or if you fail to comply with any of the terms of this agreement.
- 15.3. Trading outside the Platform with a Client you identified via the Platform, for the purpose of the Client circumventing payment of our Fee, will result in immediate cancellation of your Membership.
- 15.4. Termination by either party shall have the following effects:

15.4.1 you must immediately inform us if you have any time for services accrued but unbilled with the Client and provide the information set out in clause 6.6 so that we may invoice the Client;

15.4.2 subject to clause 15.4.1, your right to use the Cognisium Membership immediately ceases; and

15.4.3 we are under no obligation to forward any unread or unsent messages to you or any third party.

16. Copyright and other intellectual property rights

All Content on our Website, for example page text, graphics, logos, images, audio clips, digital downloads, data compilations, and software, is the property of either us or our affiliates, you or Clients. It is all protected by international copyright laws.

16.1. You may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part, except as is expressly permitted in this agreement or with our written consent.

17. Interruption to the Platform

17.1. We give no warranty that you will find an Engagement with a Client on the Platform.

17.2. We will do all we can to maintain access to our Website, but it may be necessary for us to suspend all or part of the Platform for repairs, maintenance or other good reasons. We may do so without telling you first.

17.3. You acknowledge that our service may also be interrupted for reasons beyond our control.

17.4. You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption of access to the Platform.

18. Disclaimers about the Cognisium name

18.1. Your use of the Cognisium name is without any warranty or guarantee.

18.2. We or our Content suppliers may make improvements or changes to our Website, the Content, or to any of the services described on our Website, at any time and without notice to you. We will only modify Content posted by you in accordance with this agreement.

18.3. You are advised that Content may include technical inaccuracies or typographical errors.

18.4. Our Website contains links to other Internet websites. We have neither power nor control over any such website. You acknowledge and agree that we shall not be liable in any way for the content of any such linked website, nor for any loss or damage arising from your use of any such website.

18.5. We are not liable in any circumstances for special, indirect or consequential damages or any damages whatsoever resulting from loss of use, loss of data or loss of

revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our Website or Platform.

19. Your indemnity to us

To the maximum extent permitted by law, you must indemnify us, and hold us harmless, against any losses, liabilities, costs, charges or expenses (including any direct, indirect, special or consequential losses) and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (including for our own management time) suffered or incurred by us arising out of or in connection with:

- 19.1 your use of our Platform;
- 19.2 any breach of these terms and conditions or any applicable laws by you;
- 19.3 a claim by any person in respect of any Engagement;
- 19.4 your use of the Cognisium name;
- 19.5 the infringement or alleged infringement by you, or by any other user of Cognisium Platform using your computer or other device, of any intellectual property or other right of any person or entity; or
- 19.6 a contractual claim arising from your use of the Cognisium Membership.

This indemnity is a continuing obligation, independent from the other obligations under these terms and conditions and continues after these terms and conditions end. It is not necessary for us to suffer or incur any loss before enforcing this indemnity. Our rights under this indemnity are in addition to any other rights available to us whether those rights are provided for under this agreement or by law. This indemnity applies whether or not we have been negligent or at fault.

20. Miscellaneous matters

20.1 You undertake to provide us your current address, e-mail address and telephone numbers as often as they are changed together with all information that we may require to enable us to fulfil our obligations under this contract.

20.2 So far as any time, date or period is mentioned in this agreement, time shall be of the essence.

20.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

20.4 Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

20.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

20.6 When you visit our Website or send messages to us by email, you are communicating with us electronically. We communicate with you by email or by Posting

notices on our Website. You agree that all our electronic communications satisfy any legal requirement that such communications be in writing.

20.7. Any communication to be served on either of us by the other shall be delivered by hand or sent by express post or recorded delivery or by email.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

20.8. In the event of a dispute between us, then, if we so ask, you undertake to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

20.9. So far as the law permits, and unless otherwise stated, this agreement does not give any right to any third party.

20.10. We shall not be liable for any failure or delay in our performance of this agreement which is caused by circumstances beyond our reasonable control, including any labour dispute.

20.11. The validity, construction and performance of this agreement and your use of our Site are governed by the laws of Western Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.

Our Website may be accessed throughout Australia and overseas.

For any questions and notices, please contact us at:

Cognisium Pty Ltd

Email: corporate@cognisium.com

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