

Bonsai Professional Terms and Conditions

Applicable to all Professionals

These terms and conditions (the “Terms and Conditions”) of network membership in the SocialEd Network (defined below) supersede all prior versions of the Terms and Conditions previously in effect between SocialEd, Inc. (d/b/a Bonsai), its subsidiaries and affiliates (collectively, “SocialEd”) and you. You agree that your use of any of SocialEd’s websites is subject to that website’s Terms of Use, except to the extent those terms of use conflict with these Terms and Conditions, in which case these Terms and Conditions shall control.

1. Overview of Activities

The SocialEd network (the “SocialEd Network”) is a network of professionals, consultants, managers, employees, independent contractors, and other members (collectively “Professionals”) of various industries and specialties who are willing to coach, mentor, advise, educate, connect, refer and share insights with learners, students, employees and others (collectively “Learners”) seeking insight and connections into those industries and specialties, including for purposes of enhancing their ability to seek employment or advancement within those industries and specialties, but subject to any obligation not to disclose information. SocialEd provides a platform (the “SocialEd Platform”) that matches Learners and Professionals for purposes of facilitating coaching, mentoring, advising, educating, connecting, referring and sharing insight (collectively, “Sessions”). Sessions can take the form of telephone consultations, in person meetings, video meetings, email exchanges or other types of interactions. Additionally, Professionals may be eligible to participate in other non-Session activities and interactions (“Platform Activity”) through the SocialEd Platform, such as referring friends and colleagues to the SocialEd Network, receiving compensation for referring friends and colleagues, distributing preapproved content through the SocialEd Platform, participating in discussions with other Professionals and Learners, establishing sub-networks of Professionals with similar attributes, and engaging in other networking and educational opportunities. By agreeing to these Terms and Conditions, you agree to become a Professional on the SocialEd Network.

Notwithstanding the above, this Site does not provide medical, psychiatric, investment, engineering, tax or legal advice, and no attorney-client relationship is created. This Site does not provide services that require professional licenses (e.g., medical licenses, bar memberships, FINRA licenses, Professional Engineer licenses, etc.). Also, given that our expected rates for sessions between Learners and Professionals is likely to be substantially lower than the rates for professional consultants, you acknowledge that this Site is not intended to create a professional consulting relationship. You agree that the advice you provide on this Site includes your subjective opinions, and not to suggest that a Learner rely substantially on those opinions. If a Learner wishes to engage (a “Side Engagement”) you as a professional consultant after a Session on this Site, you are free to do so, and SocialEd will have no responsibility for anything arising from or related to such Side Engagement.

2. Professional Policies

By signing these Terms and Conditions, you represent that you are permitted to join the SocialEd Network as a Professional.

In particular, you confirm that you are not prohibited or limited in any way from participating in the SocialEd Network by any contract (e.g., employment, consulting, confidentiality, or non-disclosure agreements), your current or former employer’s policies or codes of conduct if

you are employed, or any similar policies or obligations that limit your conduct in any way. Further, to the extent your ability to provide advice is limited in any way, you confirm that you have obtained all necessary consents or waivers (e.g., the consent of your employer, any company or organization for which you have consulted, or any affiliated academic or government organization) to participate as a Professional. It is your responsibility to determine whether you are permitted to join the SocialEd Network as a Professional.

As a Professional, you acknowledge and agree to the following: (i) you are a non-agent independent contractor of SocialEd; (ii) you have no authority to act on behalf of SocialEd; (iii) you are not eligible for any SocialEd or Learner employment benefits based on your participation in the SocialEd Network; (iv) you shall not identify any Learner or SocialEd as your employer (although you may identify yourself as a “Bonsai Professional” or similar on sites like LinkedIn provided such identification does not suggest you are an employee of SocialEd; (v) you are joining the SocialEd Network in your individual capacity and not as a representative or on behalf of any other entity (such as past or present employers), except as otherwise agreed in writing between such entity and SocialEd; (vi) you will receive IRS form 1099 or similar for any compensation you receive from SocialEd, and (vii) SocialEd, in its sole discretion, may determine your eligibility for membership in the SocialEd Network.

3. Participation in the SocialEd Network

At all times during your participation in the SocialEd Network, you agree to act in good faith, in a professional and workmanlike manner, to the best of your ability, and in accordance with these Terms and Conditions and all applicable laws and regulations. When engaging in Sessions or Platform Activity, you agree to abide by any obligations you may have that limit what you can discuss or the scope of your participation in the SocialEd Network.

YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY sSESSIONS OR PLATFORM ACTIVITY THAT PRESENTS A CONFLICT OF INTEREST OR WOULD RESULT IN A VIOLATION OF ANY APPLICABLE LAW, THESE TERMS AND CONDITIONS, OR YOUR OBLIGATIONS TO PAST OR PRESENT EMPLOYERS OR ANY OTHER THIRD PARTY.

During the course of your participation in the SocialEd Network you shall not disclose confidential information, which includes:

Material, nonpublic information (“MNPI”), including MNPI related to any company, security, industry, or pending government action or legislation;

Proprietary information, including trade secrets, copyrighted information, business information, belonging to past or present employers, companies for whom you have consulted, or any other third party;

Non-public or confidential information related to pending government action or inaction;

Information that you have a duty or have agreed to keep confidential (e.g., by contract, fiduciary duty, etc.);

Information that was disclosed to you or to which you were permitted access under the assumption or expectation that you keep it confidential; and

Information you believe may be confidential.

Additionally, you will not disclose any information that you are otherwise prohibited from disclosing under applicable law or which might result in your breach of any regulatory, legal, ethical, or professional standard or rule.

You further agree to the following:

If you are an employee, officer or director of a company, you will not (i) discuss or disclose that company's strategic information (such as its performance, strategy, processes, operations, or internal metrics), or (ii) consult for any Learner you reasonably believe to be a direct competitor of that company, in each case without the express written consent of the company and SocialEd;

If you are an auditor or former auditor, you will not consult about organizations that you or your employer currently audit or have audited in the last three years;

If you have worked in the accounting or finance department of a company within the last year, you will not discuss accounting or financial issues relating to that company or its affiliates;

If you are an employee, officer or director of an entity issuing securities in an initial public offering ("IPO") or that has made, or is the subject of, a tender offer, or an entity that has acted on behalf of such a company in connection with such IPO or tender offer, you will decline all Session invitations until the conclusion of such IPO or while the tender offer process is ongoing;

If you are a lawyer, you will not give legal advice, and you do not establish an attorney-client relationship with Learners through Sessions or Platform Activity;

You will not give investment advice, including without limitation, rating or recommending any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security;

You will not provide any advice that is subject to professional license (e.g., medical licenses, bar memberships, FINRA licenses, Professional Engineer licenses, etc.);

You will immediately terminate any Session or Platform Activity if anyone makes a request for illegal activity, and you will immediately notify SocialEd of such request (by contacting us at legal@joinbonsai.co or calling 516-297-2172).

If you are a Professional who is an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.), or any political party, party official, or candidate for political office, you agree not to discuss legislation, regulation, policy, contracts, or other business that you are in a position to vote upon or otherwise influence. Further, you agree to promptly notify SocialEd if you become an elected official, candidate for political office, or employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, public international organization, or political party. For the avoidance of doubt, it is generally understood that employees of government supported universities are generally not considered the types of Professionals to which this paragraph applies.

SocialEd will, from time to time, inform you of additional rules that you are required to observe and specific topics that you are not permitted to discuss. You agree to observe these rules and any limitations we place on what you can discuss.

You represent that you have not been:

convicted of, plead guilty to, or admitted committing, any offense involving dishonesty or deception (e.g., theft, fraud, etc.);

subject to an order, judgment, action, or investigation of a court or any national or state regulatory or self-regulatory organization, such as the U.S. Securities and Exchange Commission (SEC), the Financial Conduct Authority (FCA), the Securities and Futures Commission (SFC) or Financial Industry Regulatory Authority (FINRA), relating to a violation of securities laws or an accusation of civil or criminal fraud or deceptive practices; or

named on the Excluded Parties List System maintained by the U.S. General Services Administration, the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, or any other similar list maintained by the U.S. or other nation or NGO.

Further, in the event you are, or have been in the past, accused of a felony or any offense involving dishonesty or deception, or sued for theft of corporate assets, fraud, breach of confidentiality or nondisclosure agreement, breach of fiduciary duty, or any similar action, you must promptly disclose that information to SocialEd by emailing legal@joinbonsai.co.

While SocialEd reserves the right to verify this independently, you agree to notify SocialEd immediately if your status changes with respect to any of these representations.

If you become concerned with the nature of any Learner inquiry in connection with a Session or Platform Activity, a Learner attempts to influence your decisions in any way, or a Learner is marketing products or services to you, you must discontinue your participation and notify SocialEd immediately (by emailing legal@joinbonsai.co or calling 516-297-2172. To encourage you to err on the side of caution during your participation in the SocialEd Network, in the event you discontinue a Session or Platform Activity in order to comply with these Terms and Conditions and promptly notify SocialEd as described above, you may submit a payment request for the full time you set aside for the Session or Platform Activity. You agree to cooperate fully in any SocialEd inquiry concerning actual, alleged, or potential violations of these Terms and Conditions or any applicable law.

4. Confidentiality of SocialEd and Learner Information

While you are a Professional and thereafter, you agree not to disclose or to attempt to use or personally benefit from (e.g., use to trade securities or make investment decisions) any Restricted Information (as defined below) that is disclosed to you or known by you because of your participation in the SocialEd Network until such time as the Restricted Information has become publicly available through no action of your own, except to the extent required by law. Restricted Information shall include any MNPI, including information about any actual or potential business, investment or trading decisions, or transactions of, any Learner. If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Restricted Information to anyone, you will promptly notify SocialEd unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with SocialEd and Learner in protecting such

information to the extent possible under applicable law. Upon request by SocialEd or the applicable Learner, you agree to return or destroy all Restricted Information in your possession.

Some Sessions and Platform Activity are collaborative, and involve working with other Professionals. You owe the same duty of non-disclosure to such other Professionals as you would to any Learner under these Terms and Conditions.

5. Professional Information

SocialEd or its Learners may ask you for other information about yourself, including your ability, availability, or suitability to advise on particular topics or in general. This information, plus information in your profile as a Professional, including any photographs or images you choose to add to your profile, shall be your "Professional Information." You are solely responsible for maintaining and updating your Professional Information and ensuring its accuracy. You agree not to accept any Sessions or Platform Activity unless your Professional Information is accurate, complete, and current. You understand that SocialEd, Learners, and SocialEd's third-party partners are entitled to rely on your Professional Information.

You understand that your photographs, likeness, professional background, and quotes attributed to you (collectively, your "Professional Likeness") are important to SocialEd for purposes of marketing its product, including marketing paid Sessions with you. Your Professional Likeness may include information you provide us, information on other sites (e.g., LinkedIn, Facebook, Google or other platforms), or information provided to us when you register using your login from a different platform. You grant SocialEd a worldwide license to exploit your Professional Likeness in connection with marketing campaigns and advertisements, subject to your ability to opt out by sending us a notice to legal@joinbonsai.co

You consent to SocialEd contacting you by email, telephone, or SMS, to process and administer details of your membership in the SocialEd Network, to provide you with opportunities to participate in Sessions or Platform Activity, to assist with required approvals and consents for SocialEd Network participation, to comply with applicable laws and Learner compliance policies, and to tell you about SocialEd's business.

6. Data Protection

SocialEd will process all personal information about you (including Professional Information) in accordance with the Privacy Policy. In the course of providing services, complying with its own contractual and regulatory obligations, and operating its business, SocialEd may process personal data in accordance with applicable data protection laws. Further information about SocialEd's processing activities can be found in the Privacy Policy, which is available on the SocialEd website

The Privacy Policy sets out relevant information regarding: (a) the collection and creation of personal data by, or on behalf of, SocialEd; (b) the categories of personal data processed; (c) the lawful basis for such processing; (d) the purposes of such processing; (e) the disclosure of personal data to third parties (including processors); (f) the international transfer of personal data; (g) the data security measures applied by SocialEd; (h) SocialEd's compliance with the principles of data accuracy, data retention and data minimization; (i) the rights of those with collected data; (j) contact details for enquiries and the exercise of data protection rights; and (k) related information. The SocialEd Privacy Policy may be updated or revised from time

to time without prior notice. You are encouraged to review the SocialEd Privacy Policy periodically.

In the event that you disclose the personal data of any third party to SocialEd, you shall, to the greatest extent permitted under applicable law, draw the attention of that third party to the Privacy Policy, prior to making such disclosure.

You agree to process personal data you receive from SocialEd in accordance with the applicable provisions of these Terms and Conditions and the Privacy Policy.

BY AGREEING TO THESE TERMS AND CONDITIONS, YOU EXPRESSLY CONSENT TO OUR PROCESSING OF YOUR PERSONAL INFORMATION AS PROVIDED IN OUR PRIVACY POLICY, WHICH INCLUDES YOUR CONSENT TO US PROCESSING ALL PERSONAL INFORMATION WE RECEIVE FROM YOU (INCLUDING SENSITIVE PERSONA INFORMATION, IF ANY).

7. Acceptance and Scope of Sessions and Platform Activity

Your participation in Sessions and Platform Activity is always at your discretion. SocialEd makes no representation regarding the frequency, quantity, or type of invitations to Sessions or Platform Activity you will receive or in which you will be chosen to participate. Unless otherwise agreed in writing by SocialEd or stated in any Session or Platform Activity invitation, you will be compensated only for the time you spend interacting with Learners on Sessions or Platform Activity at an agreed rate. You will not be compensated for preparation time, wait time, or time set aside if a Session or Platform Activity with a Learner does not occur. You may not assign Sessions or Platform Activity or delegate any portion of your work to others (including without limitation to any other employees of your firm) without SocialEd's prior written consent.

Your rate for Sessions will be established by the SocialEd Platform, and will be determined and disclosed to you prior to any Session. This rate setting process may include allowing Learners to bid on Sessions with a Professional, subject to that Professional agreeing to such rate.

8. Communication with Third Parties

In performing Sessions or Platform Activity on behalf of Learners, you are not to interact with third parties except at the request of a Learner or with the written authorization of SocialEd. If authorized to do so, you agree to advise any third party with whom you interact that you are not seeking, and do not want, any confidential information, including MNPI, and that he/she must comply with his/her existing obligations to any third parties, including past or present employers. Further, during these interactions the following conduct is strictly prohibited:

- presenting yourself under false pretenses or pretexts;

- describing yourself as working for or on behalf of SocialEd;

- hiring or engaging such person as an agent, subcontractor, or consultant without SocialEd and the Learner's written consent;

soliciting information that you believe the person, if he/she were a Professional, could not disclose under these Terms and Conditions; and

9. Compliance with Anti-Corruption Laws

You acknowledge that you are aware of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Sapin II, as well as anti-corruption/anti-bribery laws in general, and commit yourself to abide by such laws. Therefore, when performing work on behalf of SocialEd or its Learners, you shall not accept, offer, promise, or pay any money, gift, or any other thing of value from or to any person:

for the purpose of influencing official actions or decisions, while knowing or having reason to know that any portion of this money, gift or thing shall, directly or indirectly, be given, offered, or promised to (i) an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.) or (ii) any political party, party official, or candidate for political office;

for the purpose of obtaining or retaining business or inducing any person to cease to act in good faith, impartially, or in accordance with a position of trust; or

to improperly induce any person to provide you with information.

10. Special Programs

SocialEd may designate various exclusive programs (“Special Programs”). Professionals who are enrolled in Special Programs may be eligible to participate in additional types of activities, such as in-person or virtual meetings and events, written deliverables, and in-depth engagements. You acknowledge that SocialEd, in its sole discretion, may determine your eligibility for Special Programs. Note that participation in Special Programs may require an additional written agreement, which supplements these Terms and Conditions.

11. Professional Content

You represent that any materials, regardless of format, that you submit, upload to a SocialEd website, or otherwise provide to a Learner or to SocialEd, whether orally or in writing, (collectively, “Content”) is your intellectual property or you have obtained any necessary permissions or licenses to such Content. You are solely responsible for your Content, and you agree not to submit Content that is unlawful, threatening, defamatory, profane, deceptive, misleading, infringes on the rights of another, or otherwise violates these Terms and Conditions.

12. Content Created For Learners or SocialEd; Learner Compliance

As part of Sessions or Platform Activity, you may be asked to create content (“Learner Project Content”) for individual Learners. You hereby assign, convey, and transfer to Learner all right, title and interest in and to the Learner Project Content and agree that any Learner Project Content shall be solely owned by Learner. You further agree to cooperate with and sign all documents reasonably requested by Learner to enable Learner to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to Learner. Learner may use Learner Project Content for any purpose permitted under that Learner’s agreement with SocialEd, which may include reproduction, disclosure, transmission,

publication, broadcast, and posting, unless otherwise agreed in writing by SocialEd and the Learner.

As part of Sessions or Platform Activity, you may be asked to create content (“SocialEd Project Content”) for SocialEd. You hereby assign, convey, and transfer to SocialEd all right, title and interest in and to the SocialEd Project Content and agree that any SocialEd Project Content shall be solely owned by SocialEd. You further agree to cooperate with and sign all documents reasonably requested by SocialEd to enable SocialEd to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to SocialEd. SocialEd may use SocialEd Project Content for any purpose, which may include reproduction, disclosure, transmission, publication, broadcast, and posting, unless otherwise agreed in writing by SocialEd.

Content you create independently of, or prior to, any Session or Platform Activity (“Retained Content”) remains your property and you retain all rights, title, and interest in and to such Retained Content; however, you grant the Learner and SocialEd a perpetual, world-wide, royalty-free, and transferable license to use any Retained Content incorporated into any Learner Project Content or SocialEd Project Content. Without limiting the foregoing, you agree that Learners and SocialEd are free to use any ideas, concepts, know-how, or techniques contained in any Content you transmit to that Learner or SocialEd for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Content and information you create for Learners or SocialEd in the course of Sessions or Platform Activity, and all intellectual property rights in such inventions, discoveries, or improvements, shall be owned entirely by and shall be proprietary of the Learner or SocialEd, as the case may be.

13. Other Content

SocialEd Publications: SocialEd shall have a non-exclusive right to use any Content that you submit for publication by SocialEd (“SocialEd Publications”)

Recordings/Transcriptions: SocialEd may invite you to participate in a project , other than Sessions and Platform Activity, for which your image and/or voice may be recorded and/or transcribed (“SocialEd Recordings”) by SocialEd or its agents, such as at a live meeting, webcast, conference call, conference, interview, or other event. You agree, notwithstanding anything else in these Terms and Conditions, that SocialEd (or if applicable, the Learner who records such project as facilitated by SocialEd) owns the SocialEd Recordings and has the exclusive right to attribute the SocialEd Recordings to you and to use, distribute, sell, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display SocialEd Recordings, in whole or in part, in original form or as edited or modified by SocialEd, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

Content License: For all Content other than Learner Project Content, SocialEd Project Content, Retained Content, Syndicated Content, and SocialEd Recordings, you grant SocialEd a perpetual, world-wide, royalty-free, transferable, and exclusive license to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Content, in whole or in part, in original form or as edited or modified by SocialEd, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

Content Release & Indemnification: You additionally release SocialEd, and any and all persons acting under its permission or authority from any claim, liability, or action in law, including any claims for defamation, copyright infringement, or invasion of privacy, arising in connection with your Content. Further, you agree to indemnify, defend, and hold harmless SocialEd and its Learners from and against any third party claim that your Content or the use of your Content infringes upon any patent, trademark, copyright, trade secret, or other intellectual property right.

14. Reliance by Learners

These Terms and Conditions are intended to benefit Learners and SocialEd. Learners expect that all Sessions and Platform Activity will be carried out in accordance with these Terms and Conditions and applicable laws and that, among other things, they will not receive any confidential information, including MNPI, and their own Restricted Information will not be disclosed.

15. Payments

You are responsible for providing your payment details to SocialEd and keeping such information up-to-date. If you are employed, you must follow your employer's policies, if any, that may relate to payment by SocialEd. Payments will be based on the rate established by the SocialEd Platform. If you or your employer has specified that payments be remitted to your employer, you agree, so long as your relationship with your employer exists or until your employer provides otherwise in writing, that payments will be made to your employer.

Payment terms for Platform Activities, to the extent applicable, will be made in accordance with the terms set forth on SocialEd's websites regarding the particular Platform Activity or as otherwise agreed in writing by SocialEd. SocialEd reserves the right to combine any payments due to you.

In the event that a Learner disputes your request for payment or the quality of your work in connection with Sessions or Platform Activity, SocialEd may withhold payment until such dispute is resolved. You agree that in the event of any such payment dispute, SocialEd has the sole and final authority to resolve such dispute in SocialEd's reasonable discretion, and you agree to be bound thereby. You further understand and agree that you have no right to payment for Sessions or Platform Activity to the extent SocialEd reasonably determines you have violated these Terms and Conditions including but not limited to providing incorrect information in your profile or referring third parties in violation of law, and to the extent you have already received payment for Sessions or Platform Activities involving such violations, SocialEd shall have the right to recover such payments in full.

SocialEd may require you to provide additional information (including your Social Security number, date of birth, or equivalent Tax Identification number) about yourself or your employer/company as part of SocialEd's security procedures. To protect your information from third party misuse, please provide such information or any updates to your bank account by phone or through SocialEd's websites, not by email. Note that U.S. Professionals will receive a U.S. Internal Revenue Service Form 1099 for payments as required. You also agree that all fees imposed on you by any banking institution to process any payment from SocialEd are your sole responsibility.

Non-U.S. Professionals may be asked to confirm such status. Your contract will be with, and you shall receive your payments from, SocialEd, Inc., a U.S. entity. You agree that you are responsible for paying any applicable taxes in your jurisdiction on payments you receive from

SocialEd, in accordance with applicable law and, if applicable, you agree to provide SocialEd evidence of such tax payments upon SocialEd's request.

16. Right to Injunction/Limitation on Liability

In the event that you breach, or threaten to breach, any of the obligations contained in the "Terms of Use of SocialEd's websites or the Sections of these Terms and Conditions titled Communication with Third Parties, or Confidentiality of SocialEd and Learner Information, you acknowledge that SocialEd and/or Learner's remedies at law will be inadequate and that SocialEd and/or Learner will be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

In no event shall SocialEd be liable to you or any other party for any damages resulting from or relating to your participation in the SocialEd Network, the performance of any services by you as a Professional, the processing of personal data by you, or the business operations of SocialEd, including without limitation for any incidental, consequential, punitive, or special damages regardless of the theory of liability and even if SocialEd was informed of the possibility of such damages.

You are solely responsible for your actions. SocialEd shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

17. Arbitration

Any dispute, controversy or claim, whether in tort, contract, or otherwise, that arises from or relates to these Terms and Conditions, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by arbitration before a single arbiter. The arbitration shall be administered by JAMS pursuant to its Streamlined Rules and Procedures. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be New York City, unless the Professional resides (i) in Europe, in which case such Professional may elect to have the arbitration held in London, England, or (ii) in Asia, in which case such Professional may elect to have the arbitration held in Singapore. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitration shall not be deemed a waiver of SocialEd's right to seek injunctive relief in any court of competent jurisdiction as provided for in these Terms and Conditions. Each party is responsible for its own legal fees, and the arbitrator may not include the payment of attorneys' fees or expenses as a part of any award. Arbitrations arising from the same or related claims may be consolidated in one arbitral proceeding. You agree to an arbitration on an individual basis. In any dispute, neither you nor SocialEd shall be entitled to join or consolidate claims by or against other Professionals, or arbitrate any claim as a class representative, class member, or in a private attorney general capacity. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). You and SocialEd are agreeing to give up any rights to litigate claims in a court or before a jury or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court, such as access to discovery, may also be unavailable or may be limited in arbitration.

18. Governing Law

These Terms and Conditions, as well as any claims arising from or related thereto, whether in tort, contract or otherwise, are governed by New York Law without regard to New York's choice of law rules.

19. Severability

The invalidity or unenforceability of any provision of these Terms and Conditions shall not for those reasons alone affect the validity or enforceability of any other provision of these Terms and Conditions.

20. Survival of Certain Provisions

The provisions of the sections (including subsections) of these Terms & Conditions entitled Confidentiality of SocialEd and Learner Information, Right to Injunction/Limitation on Liability, and Arbitration shall survive any termination or expiration of these Terms and Conditions.

21. Termination

Subject to your obligation to complete Sessions and Platform Activity for which you are engaged, you have the right to withdraw from the SocialEd Network at any time upon notice to SocialEd, and SocialEd has the unlimited right to terminate or limit your membership in the SocialEd Network at any time and for any reason.

By signing these Terms & Conditions, you acknowledge and agree that you are making express representations to SocialEd and Learners that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.

August 12, 2020