

TERMS & CONDITIONS

OUTVISE, S.L. & CONSULTANT

These Terms and Conditions apply to the relationship between OUTVISE, S.L., with corporate address in Barcelona, Carrer Doctor Carulla 70, 3, 1, and Tax Identification Number B-66.335.647 (“**OUTVISE**”) and the users (the “**Consultants**”) registered through the website www.outvise.com (the “**Website**”) for the purpose of providing consultancy services (the “**Service/s**”) to any of OUTVISE’s clients (the “**Client/s**”).

The registering of a user as a Consultant in the Website will imply his/her full acceptance of these Terms and Conditions, as well as any other applicable terms and conditions set forth in the Website.

Acceptance by the Consultant will imply that he/she expressly declares to be legally entitled, and has the sufficient capacity, to render any requested Services to Clients.

OUTVISE reserves the right to modify content and/or scope of these Terms and Conditions at any moment, without any need to notify or advise in advance. Consultants are therefore advised to read carefully their content before accepting the Terms and Conditions as it is the liability of the Consultant to review them every time he/she is engaged to render Services to the Clients. Should the Consultants not accept these Terms and Conditions, they will not be able to render the Services requested by any Client and, as a consequence thereof, OUTVISE or the Client will not assume any kind of obligation or liability.

Signing up

To be registered as a Consultant, users shall sign up in “Register Section” and complete the process by providing all the personal and professional information requested.

Should the user not complete the process or provide all the requested information, he/she shall not be registered as a Consultant and therefore he/she will not be able to provide Services to any Clients.

Alternatively, the Consultant may also sign up by means of his/her credentials in “LinkedIn” and follow the steps set out for such purpose. In this case, the Consultant must know that access to and, as the case may be, register in “LinkedIn” is subject to the terms and conditions set forth by “LinkedIn”.

Services

Once OUTVISE receives a Service request from Client (the “**Notification Form**” enclosed as **Appendix I**)^[1], OUTVISE will verify in its database which Consultants fulfil all the requirements requested in the Notification Form.

Subsequently, OUTVISE will notify to the Consultant/s chosen by OUTVISE all the terms and conditions included in the Notification Form.

Should more than one Consultant be chosen, OUTVISE will finally confirm the final candidate.

Once the Consultant/s chosen by OUTVISE accept/s the specific terms and conditions included in the Notification Form, the Consultant/s will enter into a Consultancy Agreement with Client.

Fees & Commission

OUTVISE shall pay the fees and, as the case may be, expenses by wire transfer to the Consultant according to terms and conditions set forth in the Notification Form once OUTVISE has previously received the payment by Client and has deducted the relevant commission set out also in the Notification Form.

Taxes

Any tax arising from the execution of these Terms and Conditions shall be borne by OUTVISE and the Consultant pursuant to the applicable Law in force at any moment.

Terms & Unsubscription

These Terms and Conditions shall apply once the Consultant has accepted them and will be in force until he/she unsubscribes from the OUTVISE databases.

No competition

During the execution of the Services and within twelve (12) months after Consultant's unsubscription from the Website, the Consultant shall not be entitled to directly render consultancy services to the same Clients to whom he/she has rendered his/her services in the past, other than through OUTVISE, except otherwise agreed between OUTVISE and the Client.

Independent Parties

Nothing in these Terms & Conditions shall be deemed to constitute a partnership, joint venture, lease, employment or any other similar type of association between OUTVISE and the Consultant.

The Consultant shall act solely on his/her own behalf and not on OUTVISE's behalf. All obligations and other liabilities incurred by the Consultant within the execution of the Services shall be incurred on his/her own behalf, and OUTVISE shall not be held liable for any ground.

Liability & Warranties

By accepting these Terms and Conditions, Consultant warrants to OUTVISE the following statements:

1. The Services rendered by him/her shall not infringe and/or violate any law in force or rights of third parties.
2. He/She has all the sufficient capacity and necessary authorisations and professional capacity as well as any other requirements of the law to develop his/her professional activity.
3. He/She will provide complete, accurate and truthful information about him/her, his/her business and about his/her professional experience.
4. He/She will fully indemnify OUTVISE in respect of any losses or liabilities (including, without limitation any direct or indirect damages, claims, demands, proceedings, costs, expenses, penalties, legal and other professional fees and costs) which may be suffered or incurred by OUTVISE arising out of any infringement caused by the Consultant.

On the other hand, OUTVISE shall not be held liable, under any circumstance, in any of the following events:

1. In respect of any breach of the obligations assumed by Client against the Consultant, specially, whether Client does not pay OUTVISE (or pays with delay) any amount of the Fees and/or Expenses.
2. A case involving any damage, harm, ceasing profits and/or loss suffered directly or indirectly by the Consultant, regardless of the way it may have come to be.
3. A case involving any infringement of the Website, or of any of their parts, committed by a third party.
4. A case involving any infringement arising from a use of the Website that do not comply with the uses allowed according to the Terms and Conditions and to any others applicable terms and conditions.
5. A case involving any incident, suspension, interruption or fall in Internet and/or "LinkedIn" that may prevent the availability and/or continuity of access to them.
6. A case involving the breach by the Consultant of the policies and/or any terms and conditions laid down in "LinkedIn".

Personal Data Protection

In accordance with the law on protection of personal data currently in force, OUTVISE hereby informs the Consultant that all the personal data provided by the Consultant, or accessed by OUTVISE through the Website will be included on a file owned by OUTVISE for the purpose of managing his/her execution of the Services to the Clients through OUTVISE.

As indicated in the "Register" Section, it will be necessary for the Consultant to fill in all the fields requested as "compulsory" in the forms included in the Website. Should the Consultant fail to complete or partially complete the personal and information data requested, he/she shall not be recorded as a Consultant and therefore he/she will not be able to provide Services to Clients.

As mentioned above, any user may sign up by means of his/her "LinkedIn" credentials and, consequently, OUTVISE may have access to the information published by him/her in such social network. However, the processing of the personal data provided to "LinkedIn" shall be subject to the terms and conditions laid down by the latter, not being possible for OUTVISE to be considered as data processor.

The personal data provided by any Consultant may be assigned by OUTVISE to Clients and/or other professionals of the consultancy industry/sector for the same purposes indicated above as well as to obtain the confirmation of certain aspects of the Consultant's experience. In this connection, regarding this assignment of personal data, the Consultant is duly informed of the terms set out in Article 27 Law 15/1999, of December 13th, regarding personal data protection.

The Consultant is obliged to provide OUTVISE his/her current personal data, to ensure that the information in OUTVISE's files is always up-to-date and does not contain mistakes. In any case, the Consultant will be liable for the veracity of the data provided.

OUTVISE informs that it has the necessary technical and organizational security safeguards in place to guarantee the security of your personal data and to prevent any alteration, loss, processing of, and/or unauthorized access to, them, taking into account the state of the technology, the type of data stored and the risks to which they are exposed, whether they arise from human actions or from the physical or natural environment, in accordance with the provisions of law in force.

The Consultant may exercise his/her rights to access, rectify, terminate and oppose the processing of data at OUTVISE corporate address, under the terms set forth in law in force. For his/her convenience, however, and notwithstanding the fact that certain formal requirements set out in the law in force must be met, OUTVISE offers the Consultant the opportunity to exercise the above rights, by sending an email to info@outvise.com.

Age

The Services are exclusively addressed to professionals **older than 18 years of age**. Therefore, every time the user provides us his/her personal data, he/she declares that he/she is 18 years old or older, and that he/she is aware that he/she is banned from using the Website under said age. Based on the foregoing, OUTVISE reserves the option to request the Consultants, at any time, any documentation evidencing their age. In the event the users do not attend OUTVISE's request or do not attend it properly, the latter will be entitled to ban him/her the use and/or access to the Website.

INVALIDITY

Should any clause in these Terms and Conditions be declared totally or partially invalid or ineffective, such invalidity or ineffectiveness will only affect that provision or part thereof which is null or void, and the Terms and Conditions shall remain in force in all other respects, the provision or part thereof that is affected being deemed non-existent. Accordingly, only the invalid or ineffective provision of the Terms and Conditions shall cease to be valid, and no other part or provision of these Terms and Conditions shall be annulled, invalidated or adversely or otherwise affected by such invalidity or ineffectiveness, unless, due to it being essential to the purpose hereto, it unavoidably affects the Terms and Conditions as a whole.

Contact

For any questions and/or incident resulting from these Terms and Conditions, Consultants shall contact OUTVISE through the email info@outvise.com.

Applicable Law and Jurisdiction

The Terms and Conditions shall be governed and interpreted in accordance with Spanish law.

Any dispute arisen between OUTVISE and the Consultant shall be settled by the Courts and Tribunals of the city of Barcelona (Spain) and the parties expressly waive any other jurisdictions to which they may be entitled.

APPENDIX I - NOTIFICATION FORM

CLIENT	
Corporate name:	XXXXXX
Corporate address:	XXXXXXXX
Services (description)	XXXXXXXXXX
Additional Services (if applicable)	
Project Location	Xxxxxxx
Initial Term	xxxxxxx
Fees & Dedication	<i>Fee: xxxx Eur/month,</i> <i>Resulting total fee: xxxx Eur/month</i>
Expenses	xxxxxx
Placement Commission	One day of fees or equivalent fees (for the full assignment, to be deducted from first invoice)
Invoicing terms	xxxxxx
Payment Terms	xxxxxxxx
Invoicing Process	XXXX (detail here process to submit Invoice, such as completing and getting approval for a Timesheet)
Additional terms and conditions (if applicable)	xxxxxx

APPENDIX II – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and non-disclosure agreement apply to the relationship between OUTVISE, S.L., with corporate address in Barcelona, Carrer Doctor Carulla 70, 3, 1, and Tax Identification Number B-66.335.647 (“OUTVISE”) and the users (the “Consultants”) registered through the website www.outvise.com (the “Website”) for the purpose of providing consultancy services (the “Service/s”) to any of OUTVISE’s clients (the “Client/s”).

Whereas, the Consultant wish to provide consulting services to the Client; and

Whereas, such consulting services may require the Client to disclose confidential information to the Consultant; and

Whereas, OUTVISE and the CLIENT wish to provide a mechanism for the protection of the confidentiality of such information;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual promises and agreements hereinafter set forth the parties, intending to be legally bound, hereby agree as follows:

1. The Confidential Information

- 1.1. “Confidential Information” shall, for the purpose of this agreement include, without limitation, any technical, commercial, scientific information, know-how, trade secrets, processes, machinery, designs, drawings, technical specifications, and data in whatever form, disclosed to or assessed by one Party during the course of its relationship with the other Party.

2. Disclosure of confidential information

- 2.1. Each Party shall only disclose the Confidential Information to the other Party to the extent deemed necessary or desirable by the first Party in its discretion.
- 2.2. Parties acknowledge that the Confidential Information is a valuable, special and unique asset proprietary to the one it belongs to.
- 2.3. Both Parties agree that they will not, during or after the course of their relationship and/or the term of this agreement as described in clause 2, disclose Confidential Information to any third party for any reason or purpose whatsoever without the prior written consent of the Party to which it belongs, save in accordance with the provisions of this Confidentiality and Non-Disclosure Agreement. For avoidance of doubt, in this Confidentiality and Non-Disclosure Agreement “third party” means any party other than the Client and Consultant and their respective holding and subsidiary companies or agents who shall be deemed to be bound by the provisions of this Confidentiality and Non-Disclosure Agreement).
- 2.4. Notwithstanding anything to the contrary contained in this Confidentiality and Non-Disclosure Agreement the Parties agree that the Confidential Information may be disclosed by Consultant to its professional advisors and employees, directors or managers on a need-to-know basis; provided that Consultant takes whatever steps are necessary to procure that such professional advisors and employees, directors or managers agree to abide by the terms of this Confidentiality and Non-Disclosure Agreement to prevent the unauthorised disclosure of the Confidential Information to third parties. For purposes of this clause, Consultant’s professional advisers and employees, directors or managers shall be deemed to be acting, in the event of a breach, as Consultant’s duly authorised agents.
- 2.5. Parties agree:
 - 2.5.1. not to utilise, exploit or in any other manner whatsoever use the Confidential Information disclosed pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement for any purpose whatsoever without the prior written consent of the other Party; and
 - 2.5.2. that the unauthorised disclosure of the Confidential Information to a third party may cause irreparable loss, harm and damage. Accordingly, each

Party indemnifies and holds the other one harmless against any loss, claim, harm or damage, of whatever nature, suffered or sustained by any of the Parties pursuant to a breach by the other party of the provisions of this Confidentiality and Non-Disclosure Agreement

3. Title

3.1. All Confidential Information disclosed by any Party to the other one is acknowledged by the first one:

3.1.1. to be proprietary to the other Party and

3.1.2. not to confer any rights to the first Party of whatever nature in the Confidential Information.

4. Restrictions on disclosure and use of the confidential information

4.1. Both Parties undertake not to use the Confidential Information for any purpose other than:

4.1.1. that for which it is disclosed; and

4.1.2. in accordance with the provisions of this Confidentiality and Non-Disclosure Agreement

5. Standard of care

Both parties agree that it shall protect the Confidential Information disclosed pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement using the same standard of care that it applies to safeguard its own proprietary, secret or Confidential Information and that the Confidential Information shall be stored and handled in such a way as to prevent any unauthorised disclosure thereof.

6. Return of material containing or pertaining to the confidential information

6.1. Any Party may, at any time, request the other Party to return any material containing, pertaining to or relating to Confidential Information disclosed pursuant to the terms of this Confidentiality and Non-Disclosure Agreement and may, in addition, request the Party to furnish a written statement to the effect that, upon such return, the Party has not retained in its possession, or under its control, either directly or indirectly, any such material.

6.2. As an alternative to the return of the material contemplated in 6.1 above, the Party shall, at the instance of the other Party, destroy such material and furnish the requiring party with a written statement to the effect that all such material has been destroyed.

6.3. The Parties shall comply with a request in terms of this clause, within 7 (seven) days of receipt of such a request.

7. Excluded confidential information

7.1. The obligations of the Parties pursuant to the provisions of this Confidentiality and Non-Disclosure Agreement shall not apply to any Confidential Information that:

7.1.1. is known to, or in the possession of the Party prior to disclosure thereof by the other Party;

7.1.2. is or becomes publicly known, otherwise than as a result of a breach of this Confidentiality and Non-Disclosure Agreement by the Party;

7.1.3. is developed independently of the Party by the other Party in circumstances that do not amount to a breach of the provisions of this Confidentiality and Non-Disclosure Agreement;

7.1.4. is disclosed by the Party to satisfy an order of a court of competent jurisdiction or to comply with the provisions of any law or regulation in force from time to time; provided that in these circumstances, the Party shall advise the other one to take whatever steps it deems necessary to protect its interests in this regard and provided further that the Party will disclose only that portion of the information which it is legally required to disclose and the Party will use its reasonable endeavours to protect the confidentiality of such information to the greatest extent possible in the circumstances;

7.1.5. is disclosed to a third party pursuant to the prior written authorisation of the Party;

7.1.6. is received from a third party in circumstances that do not result in a breach of the provisions of this Confidentiality and Non-Disclosure Agreement.

8. **Term**

This Confidentiality and Non-Disclosure Agreement shall commence upon the date of signature of the last signing Party hereto (the “**Effective Date**”) and shall endure for a period of 12 (twelve) months (the “**Term**”) thereafter, or for a period of one year from the date of the last disclosure of Confidential Information to Consultant whichever is the longer period, whether or not the Parties continue to have any relationship for that period of time. In the event that the Parties extend the term by mutual and written agreement, then the provisions hereof shall endure for a further minimum period of 12 (twelve) months mutatis mutandis.

9. **Additional Action**

Each Party to this Confidentiality and Non-Disclosure Agreement shall execute and deliver such other documents and do such other acts and things as may be necessary or desirable to give effect to the terms and provisions of this Confidentiality and Non-Disclosure Agreement

10. **Breach**

In the event that the Party should breach the provisions of this Confidentiality and Non-Disclosure Agreement and fail to remedy such breach within 7 (seven) days from date of a written notice to do so, then the other Party shall be entitled to invoke all remedies available to it in law including the institution of urgent interim proceedings and/or an action for damages.

11. **Amendments**

No amendment, interpretation or waiver of any of the provisions of this Confidentiality and Non-Disclosure Agreement shall be effective unless reduced in writing and signed by both Parties.

12. **Enforcement**

The failure by the Party to enforce or to require the performance at any time of any of the provisions of this Confidentiality and Non-Disclosure Agreement shall not be construed to be a waiver of such provision, and shall not affect either the validity of this Confidentiality and Non-Disclosure Agreement or any part hereof or the right of the Party to enforce the provisions of this Confidentiality and Non-Disclosure Agreement.

13. **Headings**

The headings of the clauses of this Confidentiality and Non-Disclosure Agreement are used for convenience only and shall not affect the meaning or construction of the contents of this Confidentiality and Non-Disclosure Agreement.

14. **Representations & Warranties**

Each Party represents that it has authority to enter into this Confidentiality and Non-Disclosure Agreement and to do all things necessary to procure the fulfilment of its obligations in terms of this Confidentiality and Non-Disclosure Agreement.

15. **Entire agreement**

This Confidentiality and Non-Disclosure Agreement contains the entire agreement of the Parties with respect to the subject matter of this Confidentiality and Non-Disclosure Agreement and supersedes all prior agreements between the Parties, whether written or oral, with respect to the subject matter of this Confidentiality and Non-Disclosure Agreement.

16. **Governing law**

The Terms and Conditions shall be governed and interpreted in accordance with Spanish law.

Any dispute arisen between OUTVISE and the Consultant shall be settled by the Courts and Tribunals of the city of Barcelona (Spain) and the parties expressly waive any other jurisdictions to which they may be entitled.

17. **Severability**

In the event of any one or more of the provisions of this Confidentiality and Non-Disclosure Agreement being held for any reason to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other

provision of this Confidentiality and Non-Disclosure Agreement., and this Confidentiality and Non-Disclosure Agreement shall be construed as if such invalid, illegal or unenforceable provision was not a part of this Confidentiality and Non-Disclosure Agreement., and the Confidentiality and Non-Disclosure Agreement shall be carried out as nearly as possible in accordance with its original terms and intent.

APPENDIX III – INCLUSION IN DATABASE

In compliance with Article 5 of Organic Law 15/1999 of December 13 on Data Protection: Right to information in the collection of data, we communicate that we are committed to guarantee the privacy of your personal data collected.

We inform you that the Personal Data will be incorporated in a File under our responsibility, for the processing of data, in order to: Manage your personal data in the legal framework and commercial prospecting of the products and services offered by Outvise, S.L., in general.

You as a direct stakeholder may exercise your access, rectification, cancellation and opposition rights to the treatment of the information that concerns you, and authorize it to become part of the file, before which you may exercise your rights at any time. Above aforementioned rights can be exercised before: Outvise, S.L., C/ Milanesat, 6, 08017 – Barcelona, or by email at support@outvise.com.

You may also check our full [Privacy Policy](#).