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#### Hourly Agreement with Escrow Instructions

If the Client and the ADR Practitioner enters into an Hourly Contract, and if the Client makes a bonus or expense payment to the ADR Practitioner, this Agreement shall also apply to Bonus, and Expense Payment ("Agreement").

To the extent permitted by appropriate law, we may amend this Agreement, and therefore the Escrow Instructions it contains, without prior notice or intimation, and any revisions to the Agreement will become effective immediately when published on the site unless otherwise stated. For further updates, go to our site.

This Agreement hereby integrates by reference the Terms of Service. Capitalized terms not defined during this Agreement are defined within the User Agreement, elsewhere within the Terms of Service, or have the same meaning given to such term on the site. The Escrow Instructions during this Agreement don't apply to Fixed-Price Escrow Accounts, except making and receiving of bonus, expense and other miscellaneous payments for Fixed-Price Contracts.

### 1. DIGITAL SIGNATURE

By clicking to accept an Hourly Contract or make a bonus payment, the Client and the ADR Practitioner are deemed to have executed this Agreement electronically, effective on the date the ADR Practitioner clicks to accept an Hourly Contract pursuant to as per Indian Law(s) including Information Technology Act 2000, as amended from time to time. Doing so creates an acknowledgement that you are capable to electronically receive, download, and print this Agreement and the Escrow Instructions it contains.

## 2. MAKING OR RECEIVING AN HOURLY PAYMENT

### 2.1 WEEKLY HOURLY INVOICES

For Hourly Contracts, the weekly billing cycle starts Monday at 00:00 midnight IST and ends Sunday at 23:59 IST. Invoices for hours recorded on Jupitice in the Work Diary are generated each Monday following the week in which the hours were billed (the "Hourly Invoice Deadline"). ADR Practitioner irrevocably authorizes and instructs Jupitice, as its agent, to:

- i. Create an invoice on behalf of the ADR Practitioner for payment due based upon the hours that the ADR Practitioner recorded in the Work Diary before the Hourly Invoice Deadline (such invoice, the "Hourly Invoice"); and
- ii. Submit the Hourly Invoice on behalf of ADR Practitioner to ADR Practitioner's Client for payment. For avoidance of any doubt, "Work Diary" is a section at Jupitice where hours can be recorded in an Hourly Contract.

By recording time in the Work Diary and allowing an Hourly Invoice to be created based on the time recorded, ADR Practitioner represents and warrants that (a) ADR Practitioner has rendered the

applicable ADR Services fully and satisfactorily; and (b) the hours ADR Practitioner reports are true, accurate, and complete.

## **2.2. INVOICE REVIEW**

The Client must review and approve or dispute the Hourly Invoice by 11:59 PM IST of the Friday following submission of the Hourly Invoice. Payments are accepted to be held in Escrow during the Dispute Period (defined below), providing four additional days to review the dispute pertaining to the invoice before funds are released. During the Dispute Period, the Client may initiate a Dispute on some or all of the time the Hourly Invoice is created.

On the Friday of the week following submission of the Hourly Invoice, Client will be deemed to have approved all undisputed amounts on the Hourly Invoice, and irrevocably instructed Jupitice Escrow to release Escrow funds as defined in this Agreement.

## **3. MAKING OR RECEIVING A BONUS OR EXPENSE PAYMENT**

The Client may also make a Bonus, Expense, or other miscellaneous payment to ADR Practitioner using the Site. To make such a payment to the ADR Practitioner, Client must follow the instructions and links on the Site and provide the information requested. If Client clicks to pay such a payment to ADR Practitioner, Client irrevocably instructs Jupitice Escrow to release the funds and Jupitice Escrow will release escrow funds as described in this Agreement.

## **4. INSTRUCTIONS TO PAY IRREVOCABLE**

The Client's instruction to Jupitice Escrow and/ or its wholly owned subsidiaries to pay the ADR Practitioner is irrevocable. Such instruction is Client's authorization to transfer funds to the ADR Practitioner from Jupitice Escrow Account or authorization to charge Client's Payment Method. Additionally, such an instruction is the Client's representation that the Client has received, inspected, and accepted the subject work or expense. The Client acknowledges and agrees that upon receipt of Client's instruction to pay the ADR Practitioner, Jupitice Escrow will transfer funds to the ADR Practitioner and thereafter, Jupitice shall have no responsibility to improve such funds. Therefore, and in consideration of services described in this Agreement, Client agrees that once Jupitice Escrow or its subsidiary has charged Client's Payment Method, the charge is non-refundable.

## **5. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW**

In addition, Jupitice Escrow is authorized to and will release applicable portions of the Client (each portion, a "Release") to the ADR Practitioner, upon the happening of and according to one or more Release Conditions mentioned below or as otherwise required by applicable law or the Terms of Service. The amount of the Release will be delivered to the ADR Practitioner, according to the ADR Practitioner's and Client's instructions, as applicable, these Escrow Instructions, and the other Terms of Service.

### **5.1 RELEASE CONDITIONS**

It means any of the following:

- 5.1.1 The Client and the ADR Practitioner have submitted joint written instructions for a Release.
- 5.1.2 The Client has approved all or a portion of the ADR Practitioner's Hourly Invoice. This Release Condition will only apply to amounts invoiced by the ADR Practitioner that the Client has

approved. Client's failure to dispute an Hourly Invoice, or a share of an Hourly Invoice, within the Dispute Period pursuant to this Agreement, or as otherwise provided in the Escrow Instructions, constitutes support by the Client for resolutions of this Release Condition.

- 5.1.3 Jupitice reviews Client's dispute of amounts invoiced on ADR Practitioner's Hourly Invoice for an Hourly Contract with Work Diaries pursuant to this Agreement and determines whether the time is related to the Hourly Contract requests or Client's instructions.
- 5.1.4 The Client initiates a dispute with respect to ADR Practitioner's Hourly Invoice for an Hourly Contract with Work Diaries pursuant to this Agreement and the Client and the ADR Practitioner resolve the dispute without the assistance of Jupitice.
- 5.1.5 Issuance of a Final Order of a court or the Arbitrator of competent jurisdiction from which appeal is not preferred, in such case the funds will be unconfined in accordance with such order.
- 5.1.6 If we believe, in our sole discretion that fraud, an illegal act or violation of Jupitice Terms of Service has been committed or is being committed or attempted, in such case the Client and the ADR Practitioner hereby irrevocably authorize and instruct Jupitice Escrow to take such actions as it may deem suitable in its sole preference and in accordance with applicable law, in order to prevent or remedy such acts, including without limitation to return the funds accompanying with such acts to their source of payment.

## **6. HOURLY PAYMENT PROTECTION**

Jupitice provides limited payment protection to Users as detailed in this Section 6 ("Hourly Payment Protection").

### **6.1 FOR ADR PRACTITIONERS**

In the rare event t ADR Practitioner's Client doesn't make payment for legitimate services performed by ADR Practitioner, Jupitice won't charge commission up to USD 2500 or the particular payment not made by the Client whichever is a smaller amount, to foster fairness, reward loyalty, and encourage the ADR Practitioner to still use the site services for his or her business needs. Hourly Payment Protection is going to be offered to the ADR Practitioner as long as all of the subsequent criteria are met in sole discretion of Jupitice:

- 6.1.1 Both the Client and the ADR Practitioner must have agreed to use Work Diaries upon acceptance of the Hourly Contract, as part of the terms.
- 6.1.2 The Client must have an account in good standing and a valid and verified Payment Method at the start of the Hourly Contract, and must agree to automatically pay for hours billed by ADR Practitioner through Work Diaries.
- 6.1.3 The ADR Practitioner's account must be in good standing.
- 6.1.4 The ADR Practitioner must have used the work diaries enabled to document any and all hours covered by the Hourly Payment Protection for the ADR Practitioners.

6.1.5 Prior to any Hourly Invoice being submitted, the ADR Practitioner must have annotated the screenshots documented in Work Diaries sufficient to demonstrate the work related to the Hourly Contract.

6.1.6 The screenshots documented by Work Diaries must be undoubtedly linked to the applicable Hourly Contract requirements or Client instructions.

6.1.7 The number of hours billed in the Work Diaries must be within the hours sanctioned in the Hourly Contract for the week.

6.1.8 Within five days after notification of rejected or unpaid time, the ADR Practitioner must submit a dispute specifically identifying the documented work not otherwise paid for by the Client through the Escrow Services.

Jupitice will investigate & determine in its sole discretion whether above terms & conditions are met.

Hourly payment protection does not apply to:

- (a) Hours invoiced for work not agreed to or authorized by client;
  - (b) Bonus payments;
  - (c) Refunds;
  - (d) Manual time;
  - (e) Time added after Client has disputed a billing and before the resolution of that dispute;
  - (f) Fixed-Price Contracts;
  - (h) Any payments on Hourly Contracts where the Hourly Contract or the services provided there under are prohibited by the Terms of Service;
  - (i) Hours billed by ADR Practitioners whom Jupitice believes, in its sole discretion, to be aware of or complicit in another User's violation of this Agreement or the other Terms of Service; or
  - (j) The ADR Practitioners whom Jupitice believes, in its sole discretion, to be involved in actual fraudulent activities or abuse of this Payment Protection.
- (h) The maximum rate per hour protected by Jupitice to ADR Practitioner under the Hourly Payment Protection for ADR Practitioners is that the lesser of:
- (i) The rate provided in the Hourly Contract terms;
  - (ii) The usual hourly rate billed by ADR Practitioner on the Site across all Clients; and
  - (iii) The going rates for the same skills on the site in the ADR Practitioner's area (such determination to be made in Jupitice sole discretion).

The maximum amount of coverage under the Hourly Payment Protection for ADR Practitioners for the life of a relationship between the Client and the ADR Practitioner is \$2,500 or 50 hours logged/listed in Work Diary, whichever is less.

## **6.2. FOR CLIENTS**

The ADR Practitioner authorizes and instructs Jupitice to regulate the Hourly Invoice to adjust the hourly invoice to remove invoiced hours that aren't (a) clearly associated with either the Hourly

Contract terms or work agreed to by the Client, and (b) within the hours authorized within the Hourly Contract for the week, subject to and conditioned on the subsequent terms:

Both Client and ADR Practitioner must agree to use Work Diaries as a part of the Hourly Contract terms.

The Client must have an Account in good standing and a valid and verified default Payment Method, and the Client must agree with automatic payment for hours billed by the ADR Practitioner within the Hourly Invoices. Within the Hourly Invoice Review Period, the Client must submit a Dispute specifically identifying the time billed that's not clearly associated with either the Hourly Contract requirements or Client instructions within the Work Diaries.

Jupitice will investigate and determine in its sole discretion whether the above terms and conditions are met.

Hourly Protection for Clients only protects Client from the obligation to pay for ADR Practitioner's work if the documented hours worked aren't clearly associated with the Hourly Contract requirements or Client instructions in the Work Diaries. If Client has requested that the ADR Practitioner use functionality of the site or third-party software that hides, blurs, or distorts images within the Work Diary, the screenshots will be deemed to be "clearly related" to the Hourly Contract requirements for purposes of the Client's eligibility for Hourly Payment Protection. Hourly Payment Protection for Clients doesn't generate any warranties, express or implied, beyond those specifically stated in the User Agreement.

Hourly Protection for Clients doesn't apply to:

- (1) Fixed-Price Contracts;
- (2) Hours billed by ADR Practitioners who are conscious of or complicit in another User's violation of this Agreement or the Terms of Service.

## **7. DISPUTES BETWEEN CLIENT AND ADR PRACTITIONER**

### **7.1 DISPUTES INITIATED VIA THE PLATFORM**

For Hourly Contracts, the Client may dispute ADR Practitioner's hours invoiced on the Hourly Invoice for the prior week (Sunday 12:00 a.m. midnight IST to Sunday 11:59 p.m. IST) during the five days following the close of the weekly invoice period (Monday 12:00 a.m. midnight IST to Friday 11:59 p.m. IST) (the "Dispute Period"). It is the Client's responsibility to review the Hourly Invoice of each Hourly Contract on a weekly basis and to file any disputes during the Dispute Period. Once the Dispute Period expires, Client is deemed to have accepted the ADR Practitioner Services and the ADR Practitioner Fees and can no longer be disputed. Disputes handled by Jupitice can only address the hours billed, not the quality of the ADR Practitioner Services or the Work Product provided under Hourly Contracts. If Client disputes the ADR Practitioner's hours invoiced within the Hourly Invoice under an Hourly Contract during the Dispute Period, the Client and the ADR Practitioner are encouraged to resolve the dispute between them. If the Client and the ADR Practitioner fail to come to a resolution, Jupitice shall promptly investigate the Hourly Invoice and determine in its sole discretion, whether an adjustment is appropriate and consistent with the Client's and the ADR Practitioner's instructions in these Escrow Instructions. Jupitice's determination of such dispute shall be final.

If the Client's payment is unsuccessful, Jupitice will review the Weekly Invoice to determine if it qualifies under Hourly Payment Protection. If Jupitice, in its sole discretion, determines that the

Weekly Invoice qualifies for Hourly Payment Protection, it shall make payment to the ADR Practitioner to cover the Hourly Invoice on behalf of the Client. In the event that Jupitice makes payment on behalf of the Client, the ADR Practitioner hereby irrevocably assigns all rights, title or interest in any payment from Client to Jupitice for the amount paid by Jupitice. The Client may choose to approve ADR Practitioner's Weekly Invoice prior to the end of the Dispute Period thereby releasing payment for the Weekly Invoice. If Client releases payment to ADR Practitioner prior to the end of the Dispute Period, the Client certifies that it approves the Weekly Invoice, accepts the work, and waives any further right to dispute the work or Weekly Invoice through Dispute Assistance (defined below).

You acknowledge and agree that Jupitice Escrow or its Affiliates may, at its sole discretion, withhold or delay payment in the event of dispute between the Client and the ADR Practitioner. You further acknowledge and agree that Jupitice and Affiliates are not and shall not be a party to any dispute between the Client and the ADR Practitioner over an Hourly Invoice or Hourly Contract.

## **7.2 JUPITICE DISPUTE ASSISTANCE**

Non-binding dispute assistance ("Dispute Assistance") is available within 30 days of the date of the last release of funds from the Client to the ADR Practitioner. If the Client or the ADR Practitioner contacts Jupitice via support ticket within 30 days of the date of the last payment from Client to ADR Practitioner and requests non-binding dispute assistance for any dispute among them (a "Dispute"), Jupitice will attempt to assist the Client and the ADR Practitioner by reviewing the Dispute and proposing a mutual, non-binding resolution. Jupitice will only review the 30 days of work performed prior to the date a user requests Dispute Assistance.

The Jupitice Disputes team will notify the Client and the ADR Practitioner via ticket by providing a notice of dispute along with a request for information and supporting documentation.

If both the Client and the ADR Practitioner respond to the notice and request for information, then the Disputes team will review the documentation submitted and any information available on the site that pertains to the Dispute. After review, the Dispute Assistance team will put forward a mutual, non-binding determination on the basis of the outcomes of the review.

The proposed resolution shall be non-binding; the Client and the ADR Practitioner may choose whether or not to comply with it. If the Client and the ADR Practitioner agree in writing to the proposed resolution, the Client and the ADR Practitioner agree that Jupitice Escrow is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the proposed resolution.

If the Client or the ADR Practitioner rejects the proposed, non-binding resolution offered by Jupitice, then the Client and/or the ADR Practitioner must pursue the Dispute independently.

Jupitice reserves the right to review the ADR Practitioner's work for 30 days prior to the date of the request for Dispute Assistance for compliance with Hourly Payment Protection requirements, and in its sole discretion, to form adjustments to invoices, and to direct Jupitice Escrow to make appropriate releases to the Client if it finds that the work doesn't clearly relate to the Hourly Contract requirements or Client instructions in the Work Diaries or violate the Terms of Service during review of the work.

## **8. NO RESPONSIBILITY FOR SERVICES OR PAYMENTS**

Jupitice and its affiliates merely provide a platform for Internet payment services. Jupitice and Affiliates don't have any responsibility or control over the ADR Practitioner services that the Client purchases. Nothing in this Agreement deems or will be interpreted to deem that Jupitice or any

Affiliate as the Client's or the ADR Practitioner's agent with reference to any ADR Practitioner services, or enlarge or alter any warranty, liability or indemnity stated in the Terms of Service for instance, Jupitice doesn't guarantee the performance, functionality, quality, or timeliness of ADR Practitioner services or that a Client can or will make payments.

### **Fixed Price Service Contract & Tiered Price Service Contract Escrow Instructions**

If a Client and the ADR Practitioner enter into a Fixed-Price Contract on the Jupitice site, these Fixed Price service contract Escrow Instructions ("Escrow Instructions") apply. These Escrow Instructions govern Fixed-Price Escrow Accounts. If you have a Fixed-Price Contract and are willing to make or accept miscellaneous or bonus payment, then the Hourly Bonus, and Expense Payment Agreement with Escrow Instructions shall govern those activities.

To the extent permitted by applicable law, we may amend these Escrow Instructions without prior notice to Client/s and/or ADR Practitioners, and any changes or modifications to those Escrow Instructions shall come into immediate effect when published on the site unless otherwise stated. The version of those Escrow Instructions in effect on the date any Fixed-Price Contract is entered into applies to that contract. For further updates feel free to visit our site.

These Escrow Instructions hereby integrate by reference the Terms of Service ("Terms of Service"). Capitalized terms not well-defined in these Escrow Instructions are defined in the User Agreement or elsewhere in the Terms of Service, or have the same meaning given to such terms on the site. For purposes of these Escrow Instructions, the term "ADR Practitioner" means a User with the ADR Practitioner and/or Agency account.

## **1. DIGITAL SIGNATURE AND COMMUNICATIONS**

By clicking to fund Escrow (a "Funding Approval") or to accept a Fixed-Price Contract, Client and ADR Practitioner are supposed to possess and execute these Escrow Instructions electronically, in effect on the date ADR Practitioner clicks to accept the engagement, pursuant to Indian Law(s) including Information Technology Act 2000, as could also be amended from time to time (the "Act"). Doing so establishes an acknowledgement that you are able to electronically receive, download, and print these Escrow Instructions. All references to the Escrow in these Escrow Instructions will include the preliminary Funding Approval and any additional Funding Approval for a Fixed-Price Contract.

The Client and the ADR Practitioner agrees that any written communications required herein could also be provided electronically, including by email or support ticket, if applicable. Any communication sent to Jupitice via India mail or similar service shall be deemed timely if received by Jupitice by the applicable deadline.

## **2. ACCEPTANCE OF ESCROW INSTRUCTIONS**

Once a Client and the ADR Practitioner have agreed to a contract, and the Client and the ADR Practitioner have selected "Agree" on the send offer, accept offer, or pages concerning the contract to simply accept the Terms of Service (including these Escrow Instructions), these Escrow Instructions shall constitute a binding agreement between Client, ADR Practitioner, and Jupitice ("Jupitice") (collectively, the "Parties"). Client and ADR Practitioner must perform (by digital signature or mutually prescribed by both parties), and Jupitice must act in accordance with, any supplemental instruction or adding, abstraction or alteration thereto in writing (collectively the "Supplemental Escrow Instruction"). Jupitice retains the right to reject any Supplemental Escrow Instruction.

### **3. DEPOSIT OF FUNDS INTO ESCROW**

By sending a contract offer to ADR Practitioner or accepting a contract offer from ADR Practitioner, Client agrees to deposit funds for the amount of the First Milestone (as defined on the Site), or, if there are no Milestones, the complete amount of the service contract. Additional Milestones could also be funded on an equivalent contract by Client by selecting the button to add an additional Milestone or to activate subsequent Milestone on the site. Funds deposited by Client remain in the Jupitice Account until they're released to the ADR Practitioner or released to Client. Jupitice will release funds held in escrow pursuant to Section 4 of those Escrow Instructions (Release and Delivery of Amounts in Escrow).

### **4. RELEASE AND DELIVERY OF AMOUNTS IN ESCROW**

The Client and the ADR Practitioner irrevocably authorize and instruct Jupitice to release applicable portions of the Fixed-Price Escrow Account (each portion, a "Release") to the ADR Practitioner or Client, as applicable, supported by the instructions described in this Section 4 (each such instruction, a "Release Condition"), or as otherwise required by applicable law or expressly permitted by the Terms of Service. The amount of each release will be delivered to the applicable Escrow Account in accordance with ADR Practitioner's or Client's instructions, these Escrow Instructions, and other Terms of Service. All funds released pursuant to those Escrow Instructions are subject to applicable fees as described in the Fee Agreement.

#### **4.1 RELEASE OF FUNDS TO ADR PRACTITIONER**

The ADR Practitioner and the Client authorize and instruct Jupitice to release funds immediately to the ADR Practitioner on the occurrence of any of the subsequent Release Conditions, such authorization and instruction shall be irrevocable except as expressly provided in these Escrow Instructions:

4.1.1 The Client affirmatively selects the choice to release funds for a Milestone or service contract to the ADR Practitioner.

4.1.2 The Client does not take any action for 14 calendar days from the date of ADR Practitioner's release request, in such case the ADR Practitioner and Client agree that Jupitice is authorized and instructed to immediately release to the ADR Practitioner the amount associated with the applicable Milestone in reference to such release request.

4.1.3 The Client and the ADR Practitioner have jointly submitted Supplemental Escrow Instructions in writing and signed by both Client and ADR Practitioner to Jupitice at [legalnotices@Jupitice.com](mailto:legalnotices@Jupitice.com) requesting a release to the ADR Practitioner, and Jupitice has agreed to the Supplemental Escrow Instructions.

4.1.4 The Client has declined Arbitration or failed to make its Arbitration Payment (defined below) pursuant to the Dispute Assistance Program, and ADR Practitioner has agreed to Arbitration and submitted its Arbitration Payment.

4.1.5 The Client has failed to reply in a timely manner to a Notice of Dispute (defined below) or otherwise failed to comply with the Dispute Assistance Program, by the Escrow Disputes Team.

4.1.6 The submission of a final award of an Arbitrator chosen pursuant to the Dispute Assistance Program in favor of ADR Practitioner or to the extent of the award of ADR Practitioner.

4.1.7 Issuance of an order by a Court, Arbitrator, or other judicial body of apparent competent jurisdiction in favor of ADR Practitioner, in whole or partially, to the extent required by the order.

4.1.8 A condition to release funds to the ADR Practitioner described elsewhere in these Escrow Instructions applies.

## **4.2 RELEASE OF FUNDS TO CLIENT**

The ADR Practitioner and Client authorize and instruct Jupitice to immediately release funds to the Client on the occurrence of any of the subsequent release conditions, such authorization and instruction shall be irreversible except as specifically provided in these Escrow Instructions:

4.2.1 The ADR Practitioner cancels the service contract or accepts the Client's request to cancel the service contract (as described in Section 4.4), and funds for a Milestone or the service contract are held in Escrow.

4.2.2 The Client and the ADR Practitioner have jointly submitted Supplemental Escrow Instructions in writing and signed by both Client and ADR Practitioner to Jupitice at [legalnotices@Jupitice.com](mailto:legalnotices@Jupitice.com) a Release to the Client, and Jupitice has agreed to the Supplemental Escrow Instructions.

4.2.3 The Client and ADR Practitioner agree to close the service contract without release of funds to the ADR Practitioner.

4.2.4 The ADR Practitioner has declined Arbitration or failed to make its Arbitration Payment pursuant to the Dispute Assistance Program.

4.2.5 The ADR Practitioner has failed to reply to a request timely for a refund submitted through the platform, Notice of Dispute, or otherwise failed in accordance with the Dispute Assistance Program, by the Escrow Disputes Team.

4.2.6 The Submission of a final award of an Arbitrator appointed pursuant to the Dispute Assistance Program in favor of Client or to the extent of the award is in favor of Client.

4.2.7 Issuance of an order of a Court, Arbitrator, or other judicial body of apparent competent jurisdiction in favor of Client, in whole or partially, to the extent required by the order.

4.2.8 A condition to discharge funds to Client termed elsewhere in these Escrow Instructions applies.

## **4.3 REFUNDS AND CANCELLATIONS**

The Client and ADR Practitioner are encouraged to come to a mutual agreement if refunds or cancellations are necessary. If there are no funds in Escrow, Client and ADR Practitioner have the ability to cancel the service contract by clicking to close the service contract. If funds are held in Escrow, refunds and cancellations must be initiated by Client or the ADR Practitioner by following the steps in this Section.

### **4.3.1 REFUNDS AND CANCELLATIONS BY ADR PRACTITIONER**

If ADR Practitioner wants to cancel a service contract with funds held in Escrow, ADR Practitioner must select “End Contract” on the Jupitice platform. When ADR Practitioner ends the service contract on the Jupitice platform, ADR Practitioner and Client agree that Jupitice is authorized and irrevocably instructed to immediately release to the Client all funds held in Escrow on the contract at that time.

The ADR Practitioner may issue a refund to Client up to the amount paid on a contract in the past 180 days by selecting “Give a Refund” on the Jupitice platform. ADR Practitioner may not issue a refund in an amount greater than the combined amount of funds held in ADR Practitioner account, funds for transactions pending to be placed in the ADR Practitioner account, and funds for submitted Milestones. By selecting the option to give a refund, ADR Practitioner agrees that Jupitice is authorized and irrevocably instructed to immediately release to the Client account all escrow funds currently held in the ADR Practitioner account and such funds as may be placed into the ADR Practitioner account once the funds are available, until the entire refund is provided to the Client.

#### **4.3.2 CANCELLATIONS BY CLIENT**

If Client wants to cancel a contract with funds held in Escrow, Client must select “End Contract” on the Jupitice platform. ADR Practitioner must select the option to either approve or dispute Client’s cancellation within 7 calendar days. If ADR Practitioner approves the cancellation, ADR Practitioner and Client agrees that Jupitice is authorized and irrevocably instructed to immediately release to the Client account all funds held in Escrow on the contract at that time. If ADR Practitioner is using the site on a mobile device and doesn't have the ability to select the option to approve or dispute the cancellation on the mobile website or application, ADR Practitioner must dispute Client’s cancellation via support ticket within 7 calendar days. If the ADR Practitioner takes no action within 7 calendar days from the date notification of the cancellation is sent to the ADR Practitioner by Jupitice, ADR Practitioner and Client agrees that Jupitice is authorized and irrevocably instructed to immediately release to the Client account all funds held in Escrow on the contract at that time. If ADR Practitioner disputes the cancellation, the ADR Practitioner and Client will be offered Jupitice Dispute Assistance (as described in Section 6).

#### **4.3.3 VIOLATION OF JUPITICE TERMS OF SERVICE OR LAW**

ADR Practitioner and the Client acknowledge and agree that if, in Jupitice sole discretion, Jupitice believes that fraud, illegal activity, or a violation of the Terms of Service has been committed or is being committed or attempted, then Client and ADR Practitioner irrevocably authorize and instruct Jupitice to take such actions as deemed appropriate, in Jupitice’s sole will and in accordance with applicable law, in order to avoid or cure such acts, including without limitation, to return the funds associated with such acts to their source of payment, as described in Section 6.3 of the User Agreement. This Section 4.3.3 allows Jupitice as permitted by law but otherwise in its sole discretion— to return funds to Client’s Payment Method, continue to hold funds in Escrow, release funds to the ADR Practitioner account, or to turn funds over to third parties such as law enforcement if required to do so by way of judicial orders.

### **5. INSTRUCTIONS IRREVOCABLE**

The Client and the ADR Practitioner are deemed to and hereby agree that the instruction to Jupitice and its wholly owned subsidiaries to release funds is irrevocable, except as explicitly provided in these Escrow Instructions. Without limiting the foregoing, Client’s instruction to Jupitice and its wholly owned subsidiaries to release payment to ADR Practitioner is irrevocable. Such instruction is Client’s authorization to transfer funds to the ADR Practitioner account from the Client account or authorization to charge Client’s Payment Method. Such instruction is additionally Client’s

representation that Client has received, inspected, and accepted the subject work or expense. Client acknowledges and agrees that upon receipt of Client's instruction to release payment to the ADR Practitioner account, Jupitice will transfer funds to the ADR Practitioner account, and other Affiliates have no responsibility to and may not be able to recover such funds. Therefore, and in consideration of the services described in these Escrow Instructions and the Terms of Service, Client agrees that once Jupitice or its subsidiaries or Affiliates have charged Client's Payment Method, the charge is non-refundable. The Client and the ADR Practitioner further agree that the sole manner in which an instruction to Jupitice is revocable is that if Client and ADR Practitioner have jointly submitted Supplemental Escrow Instructions in writing and signed by both Client and ADR Practitioner to Jupitice at legalnotices@Jupitice.com requesting that Jupitice take specific action with respect to the funds in its possession, and Jupitice has agreed to the Supplemental Escrow Instructions.

## **6. DISPUTE ASSISTANCE PROGRAM**

If Client and ADR Practitioner fail to come to a mutual resolution by way of the Refund and Cancellation process as stated in Section 4.3, Jupitice provides the dispute assistance program administered by Jupitice and described in this Section 6 (the "Dispute Assistance Program") as a mechanism to resolve the dispute. If the funds in dispute are held in Escrow, the Dispute Assistance Program will continue as described in Section 6.1. If the funds in dispute have been unconfined, the Dispute Assistance Program will continue as described in Section 6.2. The Dispute Assistance Program isn't available for disputes filed or initiated past the Dispute Assistance deadlines, as set forth in Sections 6.1 and 6.2, as applicable. The Dispute Assistance Program is offered as a form of non-binding assistance to facilitate communication and potential resolution of disputes between Clients and ADR Practitioners. The Dispute Assistance Program as administered by Jupitice in this Section 6 doesn't evaluate the quality or functionality of work and can't render binding judgment or determination as to the parties' respective rights to the disputed funds.

### **6.1 DISPUTE OF FUNDS IN ESCROW**

This Section applies to disputes filed by Clients or ADR Practitioners over funds that are held in Escrow as on the date the dispute is filed ("Escrow Dispute"). The scope of the Escrow Dispute may cover the whole of the Fixed-Price Contract and all Milestones earlier funded, approved, and released. In the event of an Escrow Dispute, funds in Escrow will remain in Escrow while the Dispute Assistance Program or Arbitration, as applicable, is being administered. The Dispute Assistance Program for an Escrow Dispute will be administered as mentioned below:

**6.1.1 Escrow Dispute Assistance Deadline:** Escrow Disputes must be initiated before the funds in Escrow have been released in order to be eligible for the Dispute Assistance Program under this Section. Disputes over funds that are released from Escrow may be eligible for the Dispute Assistance Program, as described in detail below in Section 6.2.

#### **6.1.2 Filing a Dispute**

a. **ADR Practitioners:** ADR Practitioners may initiate an Escrow Dispute when a Client ends the Case with an Escrow balance or a Client fails to discharge a Milestone payment, despite any alleged delivery of work. More information on how to file a dispute on active or non-active contracts is often found [here](#).

b. **Clients:** Clients may initiate an Escrow Dispute by requesting an Escrow refund on the platform or by releasing a partial milestone payment. If the ADR Practitioner disputes the Escrow refund or offers a partial Escrow refund that's subsequently rejected by the Client, the case will be referred to the

Dispute Assistance Program. More information regarding how to file a dispute on active or non-active contracts can be found here.

**6.1.3 Notice of Escrow Dispute:** Once a dispute has been filed, the Escrow dispute team that administers the Disputes Assistance Program (“Escrow Disputes Team”) will notify the Client and the ADR Practitioner in writing of the Escrow dispute via ticket and request information and supporting documents from the parties (“Notice of Escrow Dispute”).

**6.1.4 Lack of Participation:** The Client and the ADR Practitioner must respond to the Notice of Escrow Dispute within 5 calendar days. If one party doesn't timely respond to the Notice of Escrow Dispute, the Client and the ADR Practitioner agrees that the lack of timely response acts as an irrevocable authorization and instruction to Jupitice to release the funds in Escrow from the Non-Responding party to the Responding party.

**6.1.5 Non-Binding Assistance:** After both the Client and the ADR Practitioner respond to the Notice of Escrow Dispute, the Escrow Disputes Team will review the documentation submitted and any information available on the site that pertains to the dispute. The Escrow Disputes Team will simplify communication between the parties and help to assess whether mutual resolution is possible. The Escrow Disputes Team doesn't evaluate the quality or functionality of work and can't render binding judgment or determination as to the parties' respective rights to the disputed funds.

**6.1.6 Resolution of Escrow Dispute:** If the Escrow Disputes Team is able to facilitate a resolution between the Client and the ADR Practitioner, and if Client and ADR Practitioner agrees in writing to the resolution, the Client and the ADR Practitioner agrees that Jupitice is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the agreed-upon resolution and the same will result in an end of the Escrow dispute ticket.

**6.1.7 No Resolution:** If no resolution of the Escrow dispute has been reached within 21 calendar days of the Notice of Escrow Dispute, or if the Escrow Disputes Team determines in its discretion that no resolution between the parties is possible through the Dispute Assistance Program, the Escrow Disputes Team will issue a “Notice of Non-Resolution” and the Escrow dispute will be referred to Arbitration, as mentioned in Section 7 below.

## **6.2 DISPUTE OF FUNDS RELEASED**

This Section applies to disputes filed by Clients or ADR Practitioners over funds that have been released from Escrow as on the date the dispute is filed (“Dispute Mediation”). The scope of the Dispute Mediation may cover any portion of or the entirety of the Fixed Price Contract and any Milestone earlier funded, approved, and unconfined. The Dispute Assistance Program for Dispute Mediation will be administered as mentioned below:

**6.2.1 Dispute Mediation Deadline:** Dispute Mediation must be initiated within 30 calendar days of the date that funds in Escrow have been released to the ADR Practitioner so as to be entitled for the Dispute Assistance Program under this Section 6.2. Any dispute over funds that have been released from Escrow more than 30 days prior to the date the dispute is filed shall no longer be eligible for submission to the Dispute Assistance Program.

**6.2.2 Initiating Dispute Mediation:**

a. **Requesting a Refund:** Clients may initiate Dispute Mediation for disputes over funds that have been released from Escrow by requesting a refund on the platform. If the ADR Practitioner rejects the request for a refund, grants a partial refund that's subsequently rejected by the Client, or takes no action, the dispute will be referred to the Dispute Assistance Program. More information on how to file a dispute on active or ended contracts can be found [here](#).

b. **Contacting Support:** In addition to the above method, any User may contact Jupitice Support for assistance for initiating Dispute Mediation.

**6.2.3 Notice of Dispute Mediation:** Once a dispute has been initiated, the Jupitice Dispute Mediation team ("Dispute Mediation Team") will notify the Client and the ADR Practitioner of the Dispute Mediation in writing and request information and supporting documentation from the parties ("Notice of Dispute Mediation"). The Client and the ADR Practitioner must respond to the Notice of Dispute Mediation within 5 calendar days. Failure to reply to the Notice of Dispute Mediation within 5 calendar days will result in the suspension of the non-participating party's User account, as defined in Section 1.4 of the User Agreement, which may impact the non-participating party's capacity to withdraw funds.

**6.2.4 Non-Binding Assistance:** Once both the Client and the ADR Practitioner respond to the Notice of Dispute Mediation, the Dispute Mediation Team will review the documentation submitted and any information available on the site that pertains to the dispute. The Dispute Mediation Team will facilitate communication between the parties and help to assess whether mutual resolution is possible. The Dispute Mediation Team doesn't evaluate the quality or functionality of work and can't render binding judgment or determination on the parties' respective rights to the disputed funds.

**6.2.5 Resolution of Dispute Mediation:** If the Dispute Mediation Team is in a position to facilitate a resolution between the Client and the ADR Practitioner, and if the Client and the ADR Practitioner agree in writing to the resolution, the Dispute Mediation Team will direct the applicable party instructions on transferring payment, if any, to an Escrow Account. By agreeing in writing to the resolution, the Client and the ADR Practitioner agree that Jupitice is authorized and irrevocably instructed to immediately release Escrow funds in accordance with the agreed resolution. This will result in the end of the Dispute Mediation ticket.

**6.2.6 No Resolution:** If no resolution of the dispute has been reached within 21 calendar days of the Notice of Dispute Mediation, or if the Dispute Mediation Team determines in its sole discretion that there is uncertainty between the parties through the Dispute Assistance Program, the Dispute Mediation Team will issue a "Notice of Non-Resolution," and the dispute will be referred to Arbitration, as mentioned in Section 7 below.

## **7. ARBITRATION**

After a "Notice of Non-Resolution" is issued from the Jupitice Dispute Assistance Program, the ADR Practitioner and the Client each has the right to demand Arbitration of a Fixed-Price Contract if the Fixed-Price Escrow accompanying with the Fixed-Price Contract has been funded at least once. The request for Arbitration must be communicated to the Escrow Disputes Team or Dispute Mediation Team, as applicable, within 7 calendar days of the date of the Notice of Non-Resolution. In any Arbitration, each of you and the other User is a "Dispute Party," and collectively the "Dispute Parties." Any Arbitration under this Section 7 will be conducted by a neutral third-party Arbitration service, Indian Council of Arbitration (The "ICA") unless Jupitice chooses another Arbitration service.

## 7.1 ARBITRATION INITIATION PROCEDURE

**7.1.1 Notice of Arbitration Demand:** The Client and the ADR Practitioner have 7 calendar days after receiving the Notice of Non-Resolution to notify Jupitice via a dispute ticket of their intent to initiate Arbitration. The Jupitice Dispute Team will then provide a “Notice of Arbitration Demand” to both Client and ADR Practitioner and provide the Dispute Parties with information on the way to submit Client’s or ADR Practitioner’s applicable portion of the costs of Arbitration (the “Arbitration Payment”). To proceed with Arbitration, the Client and the ADR Practitioner must each make the Arbitration Payment within 5 calendar days of the Notice of Arbitration Demand.

### 7.1.2 Jupitice Disputes:

**a. Rejection of Arbitration or non-participation by both parties:** If both the parties to the dispute decline to take the matter to Arbitration or fail to make the Arbitration Payment within 5 calendar days of the Notice of Arbitration Demand, the Client and the ADR Practitioner agree that Jupitice is authorized and irrevocably instructed to immediately release the funds in Escrow, if any, to the Client’s primary payment method on file, this will close the Escrow Dispute ticket. To the extent the parties wish to take legal action to enforce their contractual rights, Jupitice may provide contact information on file for the Client or the ADR Practitioner, consistent with Privacy Policy.

**b. Rejection of Arbitration or non-participation by one party:** If one party elects to take the matter to Arbitration and makes the Arbitration Payment (“Participating Party”), and the other party rejects Arbitration, fails to make the Arbitration Payment or doesn't respond within 5 calendar days of the Notice of Arbitration Demand (“Non-Participating Party”), ADR Practitioner and Client agree that Jupitice is authorized and irrevocably instructed to immediately discharge the funds in Escrow, if any, to the Participating Party. This will close the Escrow Dispute ticket. To the extent the parties wish to take legal action to implement their contractual rights, Jupitice may provide contact information on file for the Client or the ADR Practitioner, consistent with the Privacy Policy offered by Jupitice.

### 7.1.3 Jupitice Dispute Mediation

**a. Rejection of Arbitration or non-participation by both parties:** If both the Parties to the dispute decline to escalate to Arbitration or does not categorically respond to the Notice of Arbitration sent by Jupitice within 5 calendar days, the Dispute Mediation ticket will be shut. To the extent the parties wish to take legal action to enforce their contractual rights, Jupitice may provide contact information on file of the Client or the ADR Practitioner, consistent with the Privacy Policy offered by Jupitice.

**b. Rejection of Arbitration or non-participation by one party:** If one party elects to take the matter to Arbitration and has submitted the Arbitration Payment, and the other party rejects Arbitration, fails to submit the Arbitration Payment or doesn't respond within 5 calendar days of the Notice of Arbitration, Jupitice will suspend the Non-Participating Party’s User account, as defined in Section 1.4 of the User Agreement, which effect the Non-Participating Party’s ability to withdraw funds.

**7.1.4 Arbitration Instructions:** If both the parties timely submit the Arbitration Payment, Jupitice will instruct the parties on the process for initiating the Arbitration with the Arbitration service provider. After the parties have initiated Arbitration, Jupitice will provide the Arbitrator with relevant documentation, including information collected in the Escrow Dispute or Dispute Mediation process

and contents of the Contract Room. The purview of Arbitration covers the Fixed-Price Contract and all Milestones previously funded, approved, and released.

## **7.2 AUTHORIZATION TO COLLECT ARBITRATION FEES**

When you electronically authorize payment of the invoice for the Arbitration Payment as emailed to you by Jupitice, you irrevocably authorize and instruct (i) Jupitice or its Affiliates, as your agent, to charge your Payment Method for the amount of the payment for credit to your Escrow Account; and (ii) Jupitice, as Escrow agent, to immediately release that amount from your Escrow Account and pay it to Jupitice. If Jupitice or its Affiliates cannot collect sufficient funds to satisfy the Escrow release instructions for any reason, Jupitice has no obligation with respect to making the payment to Jupitice on your behalf, and you'll be considered as not having paid the Arbitration Payment as required by this Section 7.2.

## **7.3 LIMITATIONS PERIOD FOR ARBITRATIONS**

If both the Client and the ADR Practitioner fails to demand Arbitration within 7 calendar days of the Notice of Non-Resolution, or fail to timely submit the Arbitration Payments, or fail to respond to the Notice of Arbitration within 5 calendar days, then the dispute is no longer eligible for Arbitration under this process, and the Client and the ADR Practitioner will be deemed to have irrevocably authorized and instructed Jupitice to, and Jupitice will, release all funds in the Fixed-Price Escrow Account to the Client's Escrow Account.

## **7.4 ARBITRATION AWARD**

The Client and the ADR Practitioner agree that the Arbitrator is authorized to make a decision with regard to the Escrow Dispute or Dispute Mediation. The Arbitrator's award is final and binding, and shall be enforced by any court of competent jurisdiction. In case, the Arbitrator sends any notice to Jupitice, then Jupitice will have the right to treat such notice as conclusive and act in reliance thereon.

## **8. SERVICE FEES FOR ESCROW FUNDS RELEASED FOLLOWING DISPUTE ASSISTANCE**

All Escrow funds unconfined under the Dispute Assistance Program are subject to the normal Service Fees associated with Escrow Accounts, as comprehensive in the User Agreement and these Escrow Instructions.

## **9. NOTICES**

All notices to a User required by these Escrow Instructions will be sent via email by Jupitice to the User's registered email address. Users are solely liable for maintaining a current, active email address registered with Jupitice, for checking their registered email address, and for responding to notices sent by Jupitice to the User's registered email address.

## **10. COOPERATION WITH THE DISPUTE ASSISTANCE PROGRAM**

All claims, disputes, or other disagreements between you and another User that are covered by the Dispute Assistance Program must be decided by the following terms in the Dispute Assistance Program. All claims filed or brought contrary to the Dispute Assistance Program will be considered improperly filed, unless otherwise required by law, and Jupitice will have the right to take any other

action, including suspension or termination of your User Account, as defined in Section 1.4 of the User Agreement, which may impact your ability to withdraw funds, and the other legal action as Jupitice deems appropriate in its sole discretion.

## **11. ABUSE**

Jupitice, in its sole discretion, reserves the right to suspend or terminate your User Account, as defined in Section 1.4 of the User Agreement, immediately upon giving notice to you if Jupitice believes that you are abusing the Dispute Assistance Program or as otherwise permitted by the Terms of Service, which may impact your ability to withdraw funds. However, any disputes for any Fixed-Price Contracts that existed before conclusion will be subject to the Terms of Service.

