

# Atheneum Partners Expert Agreement



This Agreement between you and Atheneum Partners GmbH governs your relationship as an **Expert** with Atheneum and our clients. You agree to join our **Expert Platform** consisting of your peers who have specialized knowledge and who are willing to provide non-confidential insights to us and our exclusive clients in our projects.

## 1. Cooperative Relationship

We are here to help you. We strive to steer interesting and unique projects to you. Our clients benefit from this Agreement and rely on your cooperation and good faith efforts to abide by it. We take extra efforts to protect your privacy and the privacy of our clients. We do not provide your contact information to our clients without your prior consent. Our common practice is to provide to our clients your name and experience relevant to a project. Our clients may not identify or quote you to others except on a completely anonymized basis. However, clients may request your permission to reveal your personal identifying information if you are agreeable. Also, some clients want to ensure they absorb your valuable insights; as such, you agree that we and our clients can record and listen to your communications and create transcripts if requested. You can find more information how we process your personal information in Atheneum Privacy Policy Notice. Because our clients can easily reach out via Atheneum, you agree not to provide your contact information to our clients without prior Atheneum consent. For one year following the end of a project, you agree to communicate with our client via Atheneum and not to communicate directly with our client as a result of your participation in this project. It does not limit your existing or future relationships with any of our clients, if such relationships existed before or emerged in the future independently and not as a result of your introduction to this client by Atheneum. We want you to be happy with us. If you have any questions, please contact [expert.relations@atheneum-partners.com](mailto:expert.relations@atheneum-partners.com).

## 2. Compensation

We appreciate and value your expertise and time, and recognize you deserve to be fairly compensated for them. As such, we will let you know what hourly fee our clients are willing to pay you for a particular project. In some cases, depending on the budget, you may be able to negotiate your hourly rate. If a consultation lasts less than ten minutes, we cannot pay you because usually this indicates the client was not a good match. However, you will be compensated for 30 minutes, and every 15-minute increment beyond that. You agree to allow an unpaid 5-minute leeway period to each client to wrap up a consultation.

## 3. No Conflicts

You agree you are participating in our Expert Platform in your personal capacity and you are expressing your own views and opinions. You understand you are free to decline any project and will not accept any project that might be a conflict of interest, would violate a law, or relates to any matters or entities you are restricted from discussing. You agree that you are not restricted from participating in our Expert Platform by a legal, employment, contractual, fiduciary, non-disclosure or other obligation you have, and if necessary, you obtained approval from your employer.

If you are an investment advisor, broker, financial services professional, you agree not to give investment advice, rate, or recommend a security during a project. If you are a scientist, researcher,

doctor, nurse or other medical professional, you agree not to discuss non-public clinical trials, FDA processes or other non-public knowledge related to any clinical trials, and you will not offer medical advice. If you are an accountant or auditor, you agree not to discuss your current clients or clients audited within the past 12 months. You agree not to discuss accounting or finance issues relating to your current employer or give any accounting advice. If you are an attorney, you will not give legal advice or establish an attorney client relationship. If you are an employee, official, or representative of a government, quasi-government, state-owned or controlled university, hospital, utility, public international organization, or you work on state-funded projects, you agree that your decisions and objectivity will not be influenced by any compensation you receive from Atheneum which is transparent, documented and reasonable given your level of expertise; you represent that you will not violate your duties owed to your employer by participating in our Network; your expertise and opinions are offered in your personal capacity. If you are an officer, director, or executive of a company, you agree not to consult when an IPO, merger, or tender offer is pending.

#### **4. Honesty**

You agree to provide Atheneum with accurate, current information about your education, employment and expertise, and to update this information in a timely manner. You will not provide false or misleading information to us or our clients. We may request you to provide us additional information or prove about your professional background and qualification. You represent that you have never been convicted of, pled guilty to, or admitted to committing a felony or an offense involving dishonesty. You agree the compensation we pay you is solely for your expertise and opinions and you are not an Atheneum employee; rather, you are an independent consultant who understands you need to comply with your own applicable tax, withholding, reporting and other regulatory obligations. You agree to our payment terms as incorporated into this Agreement and set forth in our scheduling communications.

#### **5. Confidentiality**

You should not disclose to us or our clients any confidential or proprietary information. You understand as an Expert you may receive confidential information from and about Atheneum and our clients. You agree to keep such information strictly confidential and will not disclose it for any reason unless you receive prior express approval from [compliance@atheneum-partners.com](mailto:compliance@atheneum-partners.com). You should consider all information you receive about a project, including the name(s) of client(s), the topic(s), the questions, and any other information you learn through your role as an Expert, as confidential. You understand you cannot take actions that benefit you or any other person or entity based on information you learn during a project. In particular, you cannot trade any securities related to companies, clients or information mentioned or identified during a project. These provisions limit your ability to buy or sell securities, but you agree that you are okay with this limitation and will abide by it. You understand we can end our relationship with you at any time. If we ever disagree on an issue, let's first try to resolve it amicably. If we can't, we both agree to use the London Court of International Arbitration. You agree to cooperate with us if we are involved in a dispute related to a project in which you participated.

Thank you for joining our network!