



Atheneum Partners Expert Agreement

This Agreement is agreed to between you and Atheneum Partners GmbH and governs your relationship as an **“Atheneum Expert”** with Atheneum and our clients. You agree to join our **Expert Network**, 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

As an Atheneum Expert, we are here to help you. We aim to provide you with interesting, relevant, and unique projects that fit well with your areas of expertise. Through your participation in our network, our clients will gain insights and knowledge, and, therefore, rely on your cooperation and good faith efforts to abide by this Agreement.

2. Data Protection

Your privacy is important to Atheneum. We are committed to handling your personal data responsibly and in accordance with applicable laws. You can find more information on how we process your personal data in the Atheneum Privacy Policy Notice, which may be updated from time to time.

In some cases, Atheneum may require additional information about your background and qualifications or conduct a background check via a third party. If applicable to you, Atheneum will solicit your consent to the collection of such additional data at such time, pursuant to applicable laws, and you will be provided with additional notice regarding the processing of this data.

Atheneum may record, transcribe and store an audio or video version of your conversations with our clients for quality assurance, process improvement and compliance purposes (“Call Recording”). By indicating your acceptance of this agreement or joining the Expert Network, you acknowledge and agree to such Call Recording. You will be notified in any event of a Call Recording in real time by a screen prompt.

We typically disclose only your name and relevant professional experience to our clients. If the consultation is blinded, we will not disclose your name and we will only disclose your professional experience to the relevant clients. We do not provide our clients with your contact information without your prior consent, and we will require them not to quote you unless it is on an anonymized basis.

3. Compensation

We appreciate and value your expertise and time, and recognize that you deserve to be fairly compensated for them. As such, we will let you know in advance the hourly fee our clients are willing to pay you for a particular project. You will be compensated pro-rata for each call you conduct through Atheneum, based on the number of minutes that both you and the client are present on the call.

Any partial minutes will be rounded down to the nearest whole minute. Our clients have the right to cancel a consultation within the first 10 minutes at no charge; therefore, we will not be able to compensate you for any consultation that lasts under 10 minutes. You agree to accept these terms, as well as an additional unpaid 5-minute leeway period after the scheduled time to wrap up a consultation.

We cannot provide compensation for preparation time unless agreed to in advance by our client and authorized in writing by the Atheneum team. We ask that you do not disclose your rate with Atheneum to our clients without our written consent.

You must submit payment details within 30 days after completion of an engagement. If you do not submit valid payment details within 30 days after the consultation, you are not entitled to claim payment. Your payment will be sent to the account details provided by you.

You agree that the compensation we pay you is solely for your expertise and opinions, and that 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.

4. No Conflicts

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

You will not obtain information from, hire, or engage a third party to provide support to a project, or ask a third party to join any call with you. You are responsible for the content you share.

You agree that any work product you create for a client will be owned by such client and you hereby assign and transfer to Atheneum and the corresponding client all right, title and interest to the work product and deliverables produced by you under the framework of your participation in our research projects, including all intellectual property rights therein. You nonetheless retain ownership of any works that you may have developed prior to or independent of the services you provide to Atheneum and our clients. While we do not recommend including any of your own intellectual property in the work product that you may prepare for the client, if you choose to do so, you hereby grant Atheneum and the corresponding client a perpetual and irrevocable right and license to freely use and exercise all rights in the intellectual property that you have included in the work product provided to Atheneum or its clients without any additional compensation required by Atheneum or the corresponding client.

In addition, you agree to the following to avoid any potential conflicts:

- You agree to not disclose any confidential or proprietary information or trade secrets that you may have learned from any third party (including anything that may constitute “material nonpublic information” under applicable laws and regulations).
- You agree not to provide any material that would infringe the intellectual property rights of any third party.
- If you are an investment advisor, broker, or financial services professional, you agree not to give investment advice, rate, or recommend a security.
- 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 involved with any clinical trial, you will notify us.
- If you are a current or former accountant or auditor, you agree not to discuss your current clients or clients audited within the past 3 years. 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 must determine whether you are able to accept payment from Atheneum. If you are able to receive compensation, 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 your expertise and opinions are offered in your personal capacity,

that you will not violate your duties owed to your employer by participating in our Expert Network, and that you will not discuss any policies, legislations, regulations, or contracts you can influence or upon which you can vote.

- If you are an officer, director, or executive of a company, you agree not to participate in projects when an initial public offering (IPO), merger, take over, or tender offer of that company is pending. If you are employed by an entity that is acting or has acted on behalf of a company in connection with a pending takeover or tender offer, you also agree not to participate in such projects.
- If you are actively serving as a member of the armed forces in any country, you agree not to participate in any consultations.

5. Your Obligations

You agree to provide Atheneum with your accurate, full legal name, as well as current and former information about your education, employment, and expertise, and to update this information on your Atheneum Expert profile in a timely manner. You will not provide false or misleading information to us or our clients and will notify us immediately of any inaccuracies discovered.

Our clients rely on your independent judgment and expertise in providing accurate and reliable information. Therefore, you must provide answers based on your personal knowledge, expertise, and experience. You agree not to derive answers from the use of artificial intelligence (AI) technologies, including but not limited to ChatGPT or similar tools. You also agree not to use any other publicly available information sources without clearly indicating the source of information.

You represent that you are not currently being investigated for and/or have never been convicted of, pled guilty to, or admitted to committing a felony or an offense involving dishonesty.

If requested by a client, you agree to comply with any rules, policies, or other guidelines made available by such client from time to time.

You will not be liable for damages based on your honest performance of services that are in line with this Agreement. However, you agree to indemnify Atheneum and our clients against all claims, damages, liabilities, costs, and expenses that arise due to your negligence, willful misconduct, misrepresentation, breach of confidentiality, breach of this Agreement, or other actions that prompt a client to bring a claim against Atheneum.

Because our clients can easily reach out to you via Atheneum as the intermediary, you agree to not provide your contact information to our clients without prior Atheneum consent. During the term of your project and for one year thereafter, you agree to only communicate with our clients via Atheneum, and not to communicate directly with our clients because of your participation in the project. This Agreement does not limit your existing or future relationships with any of our clients, if such relationships existed before or emerge in the future independently, and not because of your introduction to the client by Atheneum. We want you to be happy with us. If you have any questions, please contact expert.relations@atheneum.ai.

6. Confidentiality

You agree not to disclose any non-public, confidential, or proprietary information, any information that could reasonably be expected to be confidential, or information that is protected by non-disclosure agreements, legal obligations, contractual agreements, or any other confidentiality provisions that you may learn or obtain in connection with your participation in the Expert Network ("Confidential Information").

You understand that, as an Atheneum Expert, you may receive Confidential Information from and about Atheneum and our clients. You agree to keep such Confidential Information strictly confidential, and not to disclose it for any reason unless you receive prior approval from compliance@atheneum.ai. 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 Atheneum Expert, as Confidential Information. You agree that you will not record our clients or transcribe the conversations you have with them.

If you choose to include your consulting work on your LinkedIn, CV, or any other professional profile(s), you agree to only include this in general terms, and not to mention anything regarding our clients' identity or project information.

You understand you cannot take actions that benefit you or any other person or entity based on information you learn during a project, including but not limited to buying, selling or otherwise trading any securities based on any Confidential Information.

7. Limitation of Liability

Except for a breach of confidentiality obligations, neither of us will be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for loss of profits including damages for loss of goodwill, use, or data or other intangible losses. We will not be liable to you for any aggregate liability in excess of the amounts paid to you in the six (6) months preceding the date of your claim.

Some jurisdictions do not allow the disclaimer or exclusion of certain warranties, or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations set forth above may not apply to you or be enforceable with respect to you.

8. Dispute Resolution; Arbitration

This Agreement shall be governed by and construed in accordance with the laws of England without regard to the conflicts of laws or provisions thereof. If we ever disagree on an issue, let us first try to resolve it amicably. If we cannot, we both agree to use the London Court of International Arbitration pursuant to ICC Arbitration Rules. However, we may each seek injunctive relief as it relates to intellectual property infringement or breach of confidentiality in any court of competent jurisdiction. In addition, you agree to cooperate with us if we are involved in a dispute related to a project in which you participated.

9. Miscellaneous

If any provision of this Agreement shall be held or made invalid by a court decision, statute, or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby. The failure of either party to enforce its rights under this Agreement at any time or for any period shall not be construed as a waiver of such rights.

Atheneum reserves the right to modify the terms of this Agreement from time to time. Any modifications to this Agreement will become effective upon posting and we will use commercially reasonable efforts to notify you of any updates. If you continue to participate in the Expert Network, you agree to be bound by the modified terms.

By indicating your acceptance of this agreement or joining the Expert Network, you are agreeing to be bound by all terms, conditions and notices contained or referenced in this agreement. If you do not agree to this agreement, please do not join our Expert Network as an Atheneum Expert. Each party expressly agrees that this agreement is legally binding upon signature.

While we hope to establish a long term, mutually beneficial relationship with each of our Atheneum Experts, each of us can terminate our relationship with the other at any time for any reason upon written notice (e-mail to suffice).

Thank you for joining our network!