

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 professionals who have specialized knowledge in a particular area and who are willing to provide non-confidential insights to us and our clients such as consultations and participation in surveys (**Projects**).

No Conflicts

You agree that you are not restricted from participating in our Expert Platform by a legal, employment, contractual, fiduciary, non-disclosure or other agreement or obligation you have, and you have obtained necessary approvals from your employer or others to enable you to participate as an Expert with us. 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 you will not accept any Project that might be a conflict of interest, would violate a law, or relate to any matters or entities you are restricted from discussing.

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 a government official, you will not discuss legislation, regulation, policy, contracts or business you can vote on or otherwise influence. 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.

Honesty

You agree to provide Atheneum with accurate, current information about your education, employment and expertise, and to update this information with us in a timely manner. You agree that you will not provide false or misleading information to us or our clients. 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 that the compensation we pay you is solely for the expertise and opinions that you render during a Project. You agree you are not an Atheneum employee, rather, are an independent consultant who shall comply with 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.

Confidentiality

You understand as an Expert you will 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 our General Counsel at Susan.Mathews@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 some securities, but you agree that you are okay with this limitation and will abide by it.

Cooperative Relationship

We are here to help you. We strive to steer Projects to you that are interesting and hassle-free. As such, you need to keep us in the loop. You agree that you will not communicate independently with our clients for one year after a Project with that client and you understand you will be violating this Agreement if you do. Our clients benefit from this Agreement and rely on your cooperation and good faith efforts to abide by it. Some clients want to make sure they don't forget the valuable insights you provide them so we may record your conversations. You agree that we and our clients can record and listen to your communications and create a transcript if requested. If we ever disagree on issues related to this Agreement or otherwise, we will try to resolve them amicably or through the London Court of International Arbitration. You agree to cooperate with us if Atheneum gets involved in a dispute related to a Project you participated in.

Compensation

We appreciate and value your expertise and time, and recognize you deserve to be 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 type of project and budget, you can negotiate your hourly rate. If a consultation lasts less than ten minutes, no compensation will be paid because usually this indicates the client was not a good match for you. You will be compensated for 30-minutes, and every 15-minute increment beyond that. You agree an unpaid 5-minute leeway period is provided to each client to wrap up a consultation.

Atheneum takes extra efforts to protect your privacy. Click here to review our privacy policies: <https://www.atheneum.ai/privacy-policy/>. You understand that Atheneum can end our relationship with you at any time for any reason. If you have a question about trading in the security of a company relating to a Project or withdrawing from our Expert Platform, please send an email to compliance@atheneum-partners.com.