



Atheneum Compliance Policy & Non-Disclosure Agreement

English

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The Compliance Policy & Non-Disclosure Agreement govern the business relationship between Experts and Atheneum Partners GmbH and all its subsidiaries and affiliated companies, in particular Atheneum Partners Asia Limited (Hong Kong), Atheneum Partners (Shanghai) Atheneum Partners Limited (China), Atheneum Partners Latinoamerica S.A. (Chile), Atheneum Partners (Private) Limited (Pakistan), Atheneum Limited (United Kingdom) and Atheneum Partners LLC (USA) (hereinafter referred to as “Atheneum”). They represent a legally binding contract and must be respected by both contracting parties. Expert shall mean individuals who have special expert knowledge and who are willing to offer their expertise to the customers of Atheneum (“Expert”).

1. Subject matter of the contract

- 1.1 By accepting the Compliance Policy and Non-Disclosure Agreement, Experts agree to join the Atheneum Expert Platform, a network of individuals who have special expert knowledge and who are willing to offer their expertise to the customers of Atheneum.
- 1.2 Experts who register with the Atheneum Expert Platform give their assurance that the biographic information supplied is correct and undertake never to disseminate false or misleading information to Atheneum and its customers.

2. Acceptance and rejection of requests for consultation

- 2.1 Experts can participate in consultations on a project by project basis and are allowed to accept only those requests that do not raise a conflict of interest and that relate to subjects they are allowed to discuss without violating any legal or contractual obligations with third parties.
- 2.2 Experts have the right not to share knowledge relating to topics which may cause a conflict of interest for them.
- 2.3 Experts shall give their assurance that they are not registered and/or working as financial advisors/investment advisors and that they are not acting as intermediaries, agents or representatives of a financial advisor/investment advisor. Experts undertake not to offer any investment, legal, medical, accounting or other regulated advice. This obligation also relates expressly to consulting and trading recommendations (purchase, sale or other forms of trade) in relation to securities of any kind.

3. Self-employment and Remuneration

- 3.1 Experts give their assurance that they are not Atheneum employees nor predominantly working for Atheneum. Experts are solely responsible for the taxation of their income and the payment of contributions to social security institutions.
- 3.2 Remuneration is agreed with Atheneum on a project by project basis. Experts shall submit Expert Payment Details (“EPD”) or invoices for consultations within eight weeks of the consultation. The first ten minutes of the consultation should be used for both parties to clarify the scope of the project. Should the call be terminated within the first 10 minutes (by either party), then payment will not be processed.
- 3.3 Experts are not entitled to claim payments for invoices/EPD that are not submitted within eight weeks after the consultation. Costs of payment transactions are to be borne by the Expert. Invoices are valid for payment only with the inclusion of correctly completed Expert Payment Details. In case incorrect bank account information is provided, Atheneum is at liberty to charge a flat-rate sum of €25.00 for costs related to incorrect transactions and to offset this against the remuneration of the Expert.



4. Secrecy, Compliance and Non-Disclosure Agreement

- 4.1 Experts shall maintain secrecy in respect to all confidential information communicated or made accessible to them by Atheneum and its customers after the end of a consultation.
- 4.2 Experts are under no circumstances permitted to reveal or pass on their knowledge of any information which may be confidential or protected by law and/or regulations.
- 4.3 Experts are under no circumstances permitted to use the confidential information for any other purpose than the purpose agreed between the parties and they shall not use the confidential information in violation of applicable security laws.
- 4.4 Confidential information within the meaning of this agreement is (a) all verbal or written operating and business secrets, documents, and other information and materials with which experts are entrusted for the execution of the project and which are labelled confidential or whose confidentiality results from its subject matter or other circumstances; and (b) the services commissioned and other work results.
- 4.5 Experts undertake to treat all confidential information directly or indirectly acquired by them in strict confidence and not to pass such information on to third parties without the prior written permission of Atheneum. This does not apply to such confidential information Experts are required by applicable mandatory laws to disclose to public authority provided that Experts have informed Atheneum in advance thereof.
- 4.6 All verbal or written business information, documents and other materials with which experts are entrusted for the execution of the project are confidential and cannot be passed on to or shared with any third parties without the prior written permission of Atheneum. Documentation issued as well as work documents and materials are to be returned or destroyed on request. Atheneum may request a verification of the destruction.
- 4.7 Any damage, loss, costs or expenses resulting from a breach of this Compliance Policy and Non-Disclosure Agreement will result in the offending party being liable to Atheneum.
- 4.8 Employees of Atheneum or Atheneum customers are not to be solicited by experts either during the project for 24 months after the project is completed.

5. Privacy

- 5.1 Personal data supplied by Experts to Atheneum (such as name and contact details) are to be processed only for correspondence with them and only for project purposes. Atheneum shall give its assurance that personal data will not be disclosed to third parties unless Experts have expressed consent to such a disclosure.

6. Copyrights

- 6.1 Atheneum is exclusively entitled to all rights to the services and work results provided by Experts in the framework of a consultation. The associated documents, including all data carriers, shall become the property of Atheneum at the point at which they come into existence. The works must be furnished with a designation of authorship or with the name of the respective Expert.
- 6.2 In relation to Experts, Atheneum has the sole right to use the works as it sees fit or to allow others to use them as they see fit, or to grant rights of use to third parties as they see fit.



7. Various

- 7.1 Atheneum reserves the right to change the Compliance Policy and Non-Disclosure Agreement from time to time by posting the amended version on the website of Atheneum. All changes are effective upon publication and communication to Experts, provided that Experts have not disagreed in written form within a period of four (4) weeks after publication. If Experts disagreed, Atheneum shall be permitted to de-register Experts and to cancel the AEP membership accordingly.
- 7.2 Both Atheneum and Experts shall have the right to cancel AEP membership without giving reasons and with immediate effect.

