

Supertrends – Terms & Conditions for Expert Onboarding

Supertrends AG, registered in Zug, Erlenstrasse 16, Switzerland under number CHE-491.783.958 (hereinafter “Supertrends”), provides an online platform about future trends, technologies, and their impact on different industries, based on input from scientific research, expert opinion, and crowdsourcing.

Supertrends provides opportunities for members of the Supertrends Network (Experts) to participate in different projects after they have signed up and agreed to be part of the Supertrends Network and have contributed with insights or a piece of content (i.e., they have filled in the Expert Onboarding Forms).

Experts who qualify to become part of the network may be eligible to participate in additional projects such as consulting projects for Supertrends clients, keynote speaking engagements, in-person or virtual meetings, and events, written deliverables, and in-depth analysis engagements.

Additionally, Experts may be eligible to participate in other types of activities such as:

- receiving rewards for referring friends and colleagues to Supertrends
- selling reports and other syndicated content
- participating in discussions with other Experts and/or Clients and engaging in other networking and educational opportunities.

By accepting the submission request, you accept these Terms & Conditions, which may be adapted from time to time. Make sure you save the URL address to be able to access the page again.

You acknowledge that Supertrends, at its sole discretion, may determine your eligibility for Supertrends Programs or other programs that may exist from time to time. Note that participation in these types of programs may require an additional written agreement, which supplements these Terms & Conditions.

Expert Membership Policies

You confirm that you are not prohibited or limited in any way from participating in Supertrends activities by any contract (e.g., employment, consulting, confidentiality, or nondisclosure agreements), your current employer’s policies or codes of conduct if you are employed, or any similar policies or obligations that limit your conduct in any way. Further, to the extent your ability to consult is limited in any way, you confirm that you have obtained all necessary consents or waivers (e.g., the consent of your employer, any company or organization for which you have consulted, or any affiliated academic or government organization) to participate as an Expert. It is your responsibility to determine whether you are permitted to join the Supertrends Expert Network.

As a Supertrends Expert, you acknowledge and agree to the following:



www.supertrends.com



Supertrends AG
Erlenstrasse 16, 6300
Zug, Switzerland



www.linkedin.com/supertrends

- You have no authority to act on behalf of Supertrends.
- You are not eligible for any Supertrends or Client employment benefits based on your participation in the Supertrends projects.
- You shall not identify any Client or Supertrends as your employer.
- You are joining the Supertrends Expert Network in your individual capacity and not as a representative or on behalf of any other entity (such as past or present employers).
- You agree never to disseminate false or misleading information or inaccurately represent your experience, education, employment, or knowledge to Supertrends or any Clients.
- You further agree not to mislead or misrepresent yourself to a person for any reason directly or indirectly related to a Consultation or these Terms & Conditions including, without limitation, for the purpose of gathering information from such person.
- You confirm that you have not been convicted of or charged with any felony. You represent that you are not, and have not been, the target or subject of any regulatory or enforcement proceeding brought by any securities, commodities, or other financial regulatory authority, self-regulatory organization, or other law enforcement body. Should your status change with respect to any of these representations, you shall immediately inform Supertrends.
- You agree to provide us with accurate and up-to-date biographical information on your application and in connection with any further queries, including, without limitation, your current and former employment and any conflicts or restrictions on your ability to consult. Based on additional information from you we may amend your Expert Profile. You acknowledge that you are under a continuing obligation to monitor the accuracy of your Expert Profile and promptly notify us regarding any changes.

Content Contribution

You represent that any materials, regardless of format, that you submit, upload to the Supertrends website, or otherwise provide to a Client or Supertrends, whether orally or in writing, is your intellectual property or you have obtained any necessary permissions or licenses to reproduce and disseminate such content. You are solely responsible for your content. You agree not to submit content that is unlawful, threatening, defamatory, profane, deceptive, misleading, infringes on the rights of another, or otherwise violates these Terms & Conditions.

You retain ownership of content that you submit to Supertrends; however, you provide Supertrends with a license to market, promote and sell such Content on its websites/apps and otherwise, including by showing samples or limited portions of Content to potential purchasers. You grant Supertrends a perpetual, worldwide, royalty-free, transferable right to use, distribute, reproduce, publish, reprint, adapt, and publicly display such content, in whole or in part, in original form or as edited or altered (for grammar and format) by Supertrends, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

Recordings/Transcriptions: Supertrends may invite you to participate in a project for which your image and/or voice may be recorded and/or transcribed, such as at a live meeting, webcast, conference call, conference, interview, or other event. You agree, notwithstanding any other provisions in these Terms & Conditions, that Supertrends has the right to use, distribute, sell, reproduce, publish, reprint, modify, adapt (for grammar and format), and publicly display the recordings, in whole or in part, in original form



or as edited or altered by Supertrends, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

Content Release & Indemnification: You additionally release Supertrends, and any and all persons acting under its permission or authority, from any claim, liability, or action in law, including any claims for defamation, copyright infringement, or invasion of privacy arising in connection with your content. Further, you agree to indemnify, defend, and hold harmless Supertrends and its Clients from and against any third-party claim that your content or the use of your Content infringes upon any patent, trademark, copyright, trade secret, or other intellectual property right.

Participation in Supertrends Projects

At all times during your participation in the Supertrends Network, you agree to act in good faith, in a professional and workmanlike manner, to the best of your ability, and in accordance with these Terms & Conditions and all applicable laws and regulations.

During your participation in the Supertrends Projects, you shall not disclose **confidential information**, which includes:

- material, nonpublic information related to any company, security, industry, or pending government action or legislation;
- proprietary information, including trade secrets, copyrighted information, or business information belonging to past or present employers, companies for whom you have consulted, or any other third party;
- non-public or confidential information related to pending government action or inaction;
- information that you have a duty or have agreed to keep confidential (e.g., by contract, fiduciary duty, etc.);
- information that was disclosed to you or to which you were permitted access under the assumption or expectation that you would keep it confidential
- information that you are otherwise prohibited from disclosing under applicable law or which might result in your breach of any regulatory, legal, ethical, or professional standard or rule.

You further agree to the following:

- If you are an employee or director of a company, you will not discuss or disclose sensitive company information or consult any Client you reasonably believe to be a direct competitor.
- If you are a lawyer, you will not give legal advice in connection with a Supertrends Project, and you do not establish an attorney-client relationship with Supertrends Clients through Projects or Supertrends app.
- If you are a healthcare professional, you agree not to disclose any patient or other information the disclosure of which is prohibited, or to dispense any medical advice at any time during your service as a consultant.
- You will not give investment advice, including without limitation, rating or recommending any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security.
- If you have participated in a clinical trial or provided consulting services to a person or entity, you must treat related information as confidential. Under no circumstances may you ever



disclose or discuss any confidential information learned in the course of your consulting or clinical trial participation, including patient experience information and trial results, until such information has been made public.

- If you are an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government-owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.), or any political party, party official, or candidate for political office, you agree not to discuss legislation, regulation, policy, contracts, or other business that you are in a position to vote upon or otherwise influence.
- You agree that Supertrends may, if it so chooses, verify your identity, conduct a background check on you, seek to confirm your employment history and education credentials, as well as check for any criminal history.
- You agree that Supertrends may use and share Personal Information to contact you concerning your participation in Supertrends Expert Network, to manage your membership, to administer compliance policies and procedures, including obtaining required approvals and consents for participation in projects, to market Supertrends' services, and to comply with applicable laws and requests from government authorities. You agree that Supertrends may also utilize personal information to manage, improve, and promote its business.

Supertrends will not sell Personal Information to third-party marketers or similar organizations or disclose the Personal Information publicly without your consent.

Confidentiality

The following should be considered strictly confidential: (1) the identity of Clients (e.g., do not list Clients on your resume, website, or any business networking profile); (2) information about Projects, including invites and lists to which you are granted access; (3) information about any actual or potential business, investment or trading decisions, or transactions of any Client; (4) materials and information provided to you by Client; or (5) any other nonpublic or proprietary information of Supertrends or its Clients.

Some Supertrends Projects are collaborative and involve working with other Supertrends Experts. You owe the same duty of non-disclosure to such other Supertrends Experts as you would to any Client under these Terms & Conditions.

If you are in any way unsure about your ability to comply with these Terms & Conditions, then you must decline to participate as an Expert.

Data protection

You will comply with all data protection regulations applicable to you in relation to the contractual relationship with Supertrends, i.e., the General Data Protection Regulation (GDPR) of the EU, the Swiss Federal Data Protection Act, and any other applicable data protection regulation.

You agree to accept and comply with all necessary Data Processing Agreements (DPA) or other data protection agreements to be agreed upon between you and Supertrends. Supertrends has the right to perform an audit whenever appropriate to verify compliance with the said rules. These agreements are an integral part of the contractual relationship with Supertrends.



Any personal data processed based on the contractual relationship with Supertrends shall be treated with all due care as requested by law. You are not allowed to process personal data regarding Supertrends in other ways than agreed and corresponding with the aim of the agreement.

You will support Supertrends by providing all necessary information to data subjects in due time and without costs for Supertrends. Furthermore, data breaches will be reported as requested by law to Supertrends immediately, but no later than 24 hours after the occurrence.

Liability

You will be liable for any damage caused to Supertrends. This includes, but is not limited to damages related to the content, information, links, etc., provided by you to Supertrends. Liability for indirect damages such as loss of revenue is explicitly excluded.

Contact

You consent to Supertrends contacting you by e-mail, telephone, SMS, or otherwise, to process and administer details of your Supertrends Expert Network membership, to provide you with opportunities to participate in Projects or other activities, to assist with required approvals and consents for Project participation.

Project participation

Your participation in Supertrends Projects is always at your discretion.

Payments

You are responsible for providing your or your organization's payment details and keeping such information up to date.

Miscellaneous

These Terms & Conditions may be changed at any time by Supertrends without your consent. Supertrends will appropriately inform you about the new Terms & Conditions. The applicable version is published at supertrends.com/legal and is binding for the author.

Applicable law and place of jurisdiction

In case of a dispute, **material Swiss law** applies under the exclusion of the Swiss Act of International Private Law (IPRG). **Exclusive place of jurisdiction is Zug, Canton of Zug.** In case of injunctive relief, Supertrends is also allowed to introduce requests for injunctions elsewhere.

