



## Silverlight Research Expert Terms and Conditions

*Last Updated August 2022*

Your participation as an industry Expert in any Consultation through Silverlight Research Ltd is subject to the following Terms and Conditions. As an Expert you are obliged to please read through these Terms and Conditions before the Consultation takes place. As used herein, the terms 'we', 'us' and 'Silverlight Research' means Silverlight Research Ltd. These terms and conditions and any other documents referred to within as well as the Silverlight Research Privacy Policy (which is at <http://www.silverlightexperts.com/privacy-policy.html>) constitutes 'the Agreement'. In this Agreement 'Client' signifies any party who engages Silverlight Research on a project to source and organize consultation with an industry Expert. The term 'Client' also encompasses any party nominated by a Silverlight Research Client to engage in an industry Expert Consultation on its behalf. This Agreement may be updated from time to time and it is the responsibility of the industry Expert to check this online at the Silverlight Research website and determine if there have been any modifications (at <http://www.silverlightexperts.com/terms--conditions-for-experts.html>). This is a legally binding agreement.

### Introduction

Silverlight Research is a knowledge research firm and organizes consultations between its Clients, who are investors, consultants, banks, and corporates, and expert in-industry professionals ('Experts'). During these consultations the Experts provide perspectives and information regarding sectors, companies and products which assists Silverlight Research Clients in their business decision making processes ('Consultations').

### Project Consultations

On approval to engage in a Consultation with a Silverlight Research Client you confirm that you as the Expert are suitably knowledgeable regarding the proposed sector and subject for the engagement. You also confirm you will engage in the Consultation to the best of your ability and in a professional manner. If you become aware of any regulatory, professional or ethical conflict before, after or during a Consultation you should notify the Silverlight Research project manager immediately. An Expert's participation in any project with any Silverlight Research Client is at the Expert's sole discretion. Experts are never obligated to accept or continue any project and may decline to participate or continue to participate in any project at any time. Through use of the Silverlight Research platform, Silverlight Research Clients may contact you directly to invite you to participate in relevant projects. However, you shall only accept projects with Silverlight Research Clients individually explicitly approved by Silverlight Research before the project or Expert call begins. If a Client requests additional work or projects, you must receive explicit approval from us before commencing work. You cannot be compensated for any project with a Silverlight Research Client that was not individually arranged or explicitly approved by Silverlight Research in advance, even if the project was a follow-up to a project that was arranged by Silverlight Research.

### Independent Contractor Status

For the duration of a Consultation you as the Expert will act as an independent contractor in your personal capacity rather than as a representative or employee of Silverlight Research or any other party. You further understand and acknowledge that you have no authority to act or speak on Silverlight Research's behalf or to represent that you have any such authority. You shall not be deemed to be an employee of Silverlight Research or any of its Clients and you shall not be entitled to any benefits provided by either Silverlight Research or any of its Clients. You agree that you shall be personally responsible and liable for any and all taxes and other payments due on payments received by you for services provided under these Terms and Conditions.

### Tutorial for Experts

You confirm that you have understood the compliance training tutorial (which is at <http://www.silverlightexperts.com/tutorial-for-experts.html>) regarding conflicts of interest, material non-public information (MNPI), confidential information and other key policies. In addition, you represent prior to each Consultation that you have reviewed the Tutorial for Experts within a 12 month period of the Consultation.

### Employment Obligations

You represent, warrant and undertake that:

- The biographical information provided by you to Silverlight Research is up to date, true and not misleading and you will update it in respect of any material changes (including any change to your employment). If you are an employee or director of a company, you will not discuss or disclose any information about that company.
- You will not knowingly participate in any Consultation for a Client that is (or is acting on behalf of) a competitor of



your current employer or a company for which you serve as an officer or director. You confirm you are not restricted engagement in a Consultation. For example if your contract of employment or policies for your current or previous employer require you to obtain the employer's prior consent to engage in Consultations you should seek this consent.

-You will not provide any confidential information relating to any company of which you are an employee, officer, director or contractor, agent, legal representative, partner, joint venturer or affiliate. If you are an auditor or a former auditor, you will not comment on any company you have audited in the three (3) years prior to the Consultation.

-If you have worked in the accounting or finance department of a company within the last year, you will not discuss accounting or financial issues relating to that company or its affiliates.

-You will not participate in any Consultation at any time whilst your employer is the subject of a tender offer or is in the process of an initial public offering.

-You will inform Silverlight Research if you are (or have been during the past 2 years) an employee or advisor or consultant to any government, government department, government agency or to any state entity.

-If you are permitted to participate in Consultations and are an employee, officer, or other person acting in an official capacity for any government or government controlled entity, or public international organization 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.

### **Healthcare Professionals**

You represent, warrant and undertake that you will inform Silverlight Research if you are currently involved with any clinical trial or test or have been so involved where the results of such trial or test have not been publicly disclosed. If you are a medical professional, you will not discuss unpublished clinical trial results, patient experience information or any other information regarding trials which is not yet public.

### **Prior Misconduct**

You represent warrant and undertake that you have not been found guilty of insider dealing, market abuse, money laundering, fraud or any offence involving dishonesty or any crime (or similar offences in any jurisdiction) and have not been subject to any order, judgment, action or investigation by any regulatory body. You will also immediately inform Silverlight Research should you become aware of any investigation involving, or any charge brought against you in respect of, any offence referred to in this clause 'Prior Misconduct'.

### **Non Solicitation**

You agree that for a period of one year from the completion of any project with a Client to whom you have been first introduced by us, you will not circumvent Silverlight Research by knowingly soliciting, negotiating with, or entering into any agreement or other arrangement (whether written or oral) with a Client first introduced to you by us pursuant to which you may be engaged by such Client to provide services of a similar nature to the services Experts provide to Silverlight Research's Clients without our prior written consent. This does not apply to the extent that you have a proven pre-existing relationship or association, based on past work performed. If you notify Silverlight Research of such pre-existing relationship when a Client is proposed to you, and you do not participate in a Consultation with the Client, Silverlight Research imposes no restrictions with regard to this Client. Silverlight Research will not restrict you from accepting an offer of employment from one of its Clients.

### **Confidentiality**

You will not use for any purpose or disclose to any third party any confidential information disclosed to you before, during or after a Consultation including without limitation the identity of Client engaged in the Consultation, the subject matter or any questions asked during a Consultation, any information shared and any rates agreed by you with Silverlight Research if applicable for any Consultation. You will not disclose any confidential information or any material non-public information regarding a company, security or instrument that is quoted. Confidential information means information, which is identified or by its nature confidential, including without limitation information concerning the plans, business or finance of any third party. Material non-public information is precise information in respect of a specific company that is not generally available and that a reasonable investor would use to make investment decisions. If this information was generally available, it would be likely to significantly affect the price of an asset or investment. You shall not use confidential information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality shall survive until the confidential information becomes generally known to and available for use by the public other than as a result of a disclosure by you or any other person under legal obligation not to disclose the information. You agree that a breach



of the above terms regarding confidential information may cause irreparable harm to Silverlight Research and/or its Client and that damages would not be a sufficient remedy in respect of such breach. Without prejudice to any other rights which it may have, Silverlight Research and/or the relevant Client shall be entitled to seek injunctive relief and other applicable equitable remedies in respect of any such breach.

### **Intellectual Property**

'Intellectual Property' refers to all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information and any other intellectual property rights, whether registered or unregistered, and including all applications and renewals in any part of the world. You are solely responsible for the content that you share or create in connection with your performance of services. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format, that you provide to Silverlight Research, Clients or third parties in connection with your performance of such services. With respect to any Intellectual Property that you share or otherwise provide to a Client in connection with a project, you shall automatically grant that Client a perpetual, world-wide, royalty-free, and transferable license to use such Intellectual Property. Furthermore, and without limiting the foregoing, you agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any Intellectual Property you share with or otherwise provide to that Client for any purpose whatsoever, including, but not limited to, devising, manufacturing, promoting and selling products and services using such information. You agree to indemnify, defend and hold Silverlight Research, our officers, directors, employees, agents and representatives harmless from and against all claims, damages, losses, costs, or other expenses that arise directly or indirectly out of or from your violation of these Terms, your use of the Site, or your violation of the rights of any third party. You agree to indemnify Silverlight Research against all liabilities it may incur in connection with any claims or proceedings brought against it based on a claim that the work product provided to a Client infringes any Intellectual Property rights or other proprietary rights of any third party. You must not use the name 'Silverlight Research' or any other trademark, symbol or logo of Silverlight Research without Silverlight Research's prior written consent.

### **Additional Engagement Obligations**

You represent warrant and undertake that you will not provide any investment, legal, financial, accountancy, or medical advice to any Client including, without limitation, recommending, rating or valuing any security or providing advice regarding the investment in, purchase or sale of any securities. You will not participate in any Consultation or provide any information that would result in: a breach of applicable laws or regulation, a breach of any agreement or any obligation to a third party (including to your employer), a professional, regulatory or ethical conflict, or if there is any other reason why you should not participate in such Consultation or provide such information. You will in connection with Consultations: comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including Silverlight Research's Anti-Bribery and Corruption Policy available at <http://www.silverlightexperts.com/anti-bribery--corruption-policy.html>; not engage in any activity, practice or conduct which would constitute an offence under the Relevant Requirements; not do anything that will cause or lead Silverlight Research or any of its Clients to be in breach of any Relevant Requirements.

### **Data Protection**

You have read and agree to Silverlight Research's Privacy Policy which is at <http://www.silverlightexperts.com/privacy-policy.html>. You are aware that Silverlight Research will contact you for the purpose of project invitations via LinkedIn, email, WhatsApp, SMS, or telephone. You are aware that Silverlight Research will share your profile information (name, current job title and company, former job titles and companies work at, and linkedin profile url) with our Clients through our expert network platform for purposes of matching you with potentially relevant projects. Clients will be able to browse these profile details directly to consider which experts registered on the platform might be most relevant for projects they are working on. With your consent, Silverlight may also make your contact information available directly to Clients who may contact you to invite you to projects via email, Whatsapp, SMS or telephone. You can opt in or out of this contact data sharing at any time by updating your preferences at <https://www.silverlightexperts.com/expert-project-invitation-preferences.html>.

### **Recordings**

For quality assurance and legal purposes, Silverlight may record calls to ensure compliance with our policies and procedures as well as our legal obligations. .



### **Payment**

If you are receiving payment for your consultation time, you will apply for payment by using Silverlight Research's secured payment request page sent to you via email following the Consultation, and will provide the bank account details to which Silverlight Research should remit payment. Silverlight Research will pay you the relevant fees in respect of each completed Consultation (calculated in minutes) in accordance with the bank detail provided by you. Payment will be made within thirty (30) days from the date of receipt of a valid application for payment through the secured portal. Silverlight Research will deduct from the payment of fees any recipient bank admin fees if charged by the recipient's bank. If you do not receive payment, you must inform Silverlight Research by email within six (6) months of the Consultation date. Silverlight Research will investigate all notices of non-payment and will endeavour to ensure the relevant fees are paid as quickly as possible. Silverlight Research reserves the right not to pay fees for a Consultation if a Consultation is arranged directly with a Client without notifying Silverlight Research in advance, or if an Expert does not notify Silverlight Research within six months of the Consultation date that payment has not been received.

### **Liability**

Silverlight Research's total liability in contract, tort, misrepresentation or otherwise arising in connection with this Agreement shall be limited to an amount equal to the fees paid to you as the Expert. Silverlight Research shall not be liable for any loss or damage, or any costs, expenses or other claims including without limitation: loss of profit, loss of business, loss of revenue, loss of goodwill, loss of anticipated savings, loss of any data or information and/or special or indirect loss or consequential loss or otherwise which arise out of any Consultation or in connection with this Agreement. Nothing in the Agreement excludes or limits Silverlight Research's liability for death or personal injury caused by its negligence or for fraudulent misrepresentation.

### **Third Parties**

The parties confirm their intent not to confer any rights on any third parties by virtue of the Agreement. The Contracts (Rights of Third Parties) Act 1999 ('Third Party Rights Act') shall not apply.

Clients may rely upon and enforce your compliance with the terms of clauses 'Employment Obligations', 'Healthcare Professionals', 'Prior Misconduct', 'Non Solicitation', 'Confidentiality', 'Intellectual Property', 'Additional Engagement Obligations' and 'Data Protection'. The third party rights referred to above may only be enforced by the relevant third party with the prior written consent of Silverlight Research and subject to and in accordance with the provisions of the Third Party Rights Act and all other relevant terms of this Agreement. Notwithstanding any other provision of the Agreement, Silverlight Research may vary any of the provisions of the Agreement in any way without the consent of any third party. Section 2(1) of the Third Party Rights Act shall not apply.

### **Miscellaneous**

No delay or failure in exercising any right under this Agreement, or any partial or single exercise of any right, will constitute a waiver of that right or any other rights under this Agreement. No consent to a breach of any express or implied term of this Agreement constitutes consent to any subsequent breach. In the event that any part or provision of this Agreement is determined by any court or other competent authority to be invalid, unlawful, or unenforceable to any extent, it shall to that extent be severed from the remainder of this Agreement which shall continue to be valid and enforceable to the fullest extent permitted by law. This Agreement is binding upon and will inure to the benefit of the parties' respective successors and assigns. You may not assign or sub-contract your rights or obligations under this Agreement to any third party. Clauses 'Employment Obligations', 'Healthcare Professionals', 'Prior Misconduct', 'Non Solicitation', 'Confidentiality', 'Intellectual Property', 'Payment', 'Additional Engagement Obligations', 'Data Protection', 'Liability' and 'Third Parties', shall survive the expiry or termination of this Agreement. Termination of this Agreement shall be without prejudice to the rights and obligations accrued by either party prior to termination. If you are an interpreter engaged by Silverlight Research to interpret on a Consultation you are bound by these Terms and Conditions (except for clause 'Payment') and you will be paid as agreed between Silverlight Research and you or, if applicable, your employer. This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by English law and without prejudice to Silverlight Research's right to take proceedings before any other court of competent jurisdiction, the parties hereby irrevocably submit to the exclusive jurisdiction of the English courts.