

***General Terms and Conditions for Expert Consultants of Bright Green Partners***  
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Your membership and participation in BGP Expert Network is subject to the following terms and conditions (these "Terms & Conditions"). As used herein, the terms "we", "us", "our", and "BGP" mean Bright Green Partners B.V, the sole owner and operator of BGP Expert Network. Any breach by you of these Terms & Conditions may result, among other things, in immediate termination of your membership and participation in BGP Expert Network.

## 1 OVERVIEW

- 1.1 The BGP Expert Network is a group of subject matter experts, practitioners, professionals, and academics from various industries who offer consulting services to BGP's clients. These clients, referred to individually as a "Client" and collectively as "Clients," includes investment firms, consulting firms, banks, corporations, and other entities engaged in the field of alternative proteins and other related areas. Based on the specific needs of our Clients, we reach out to relevant members of the BGP Expert Network, termed "Expert Consultants," to determine their suitability and availability for a short consultative session, known as an "Expert Call."
- 1.2 BGP is committed to maintaining the highest standards of ethics and honesty in its operations, ensuring adherence to all relevant laws and regulations. Expert Consultants are essential in upholding BGP's dedication to compliance and integrity. This compliance applies to your overall membership, participation in the network, and all interactions with BGP employees, Clients, other Expert Consultants, and anyone else associated with an Expert Call or your broader involvement.

## 2 CONDITIONS OF MEMBERSHIP AND PARTICIPATION IN EXPERT CALLS

- 2.1 You may apply to become an Expert Consultant and participate in an Expert Calls only if you meet all the following conditions:
  - Your membership and participation must not create any conflict of interest.
  - Your involvement must not lead to a breach of any agreement or other legal obligations you might have with any individual or entity. This includes but is not limited to current or former employers, or any entity to or through which you've provided consulting services.
  - You must not violate any duties, obligations, policies, or codes of conduct set forth by any individual or entity, including current or former employers or any firms to or through which you've consulted.
  - You must not disclose any confidential or proprietary information, including trade secrets, unless you are the sole owner of that information.
  - Your membership and participation must not result in any communication or disclosure to any third party of any material non-public information concerning any (public) company or security.
  - All your activities within the network must adhere to applicable laws, rules, and regulations.
- 2.2 **IMPORTANT:** You are obligated to decline or cease any Expert Call that would breach any of the conditions stated above.
- 2.3 It is your sole responsibility to determine if you can join the BGP Expert Network and participate in Expert Calls. Before applying as a BGP Expert Consultant, review all legal documents that might restrict your participation. This includes, but isn't limited to, employment contracts, consulting agreements, non-disclosure agreements, employee manuals, ethical codes, and similar employment-related documents. Consider obtaining permissions or waivers from your current employer, clients, or any other relevant parties to confirm your eligibility to serve as an

Expert Consultant. An Expert Consultant's engagement in any Expert Call with a Client remains at their discretion. Expert Consultants are never obligated to accept or continue to participate at any Expert Call and can choose to decline or stop their involvement at any point.

### 3 YOUR COMPANY

- 3.1 You commit to refraining from participation in any Expert Call that focuses on a company where you currently serve as an employee, director, trustee, officer, board member, or in a similar capacity, unless you are the sole owner of that company.

### 4 COMPETITORS

- 4.1 You commit to avoiding consultancy on Expert Calls for any Client that stands as a direct competitor to a company where you are actively employed or hold a position such as director, trustee, officer, board member, or any similar role.

### 5 GOVERNMENT EMPLOYEES

- 5.1 If you are a government official and your current position forbids participation in external Expert Calls, you are not permitted to serve as an Expert Consultant within the BGP Expert Network or engage in any Expert Call. However, if you are a government official permitted to partake in external consulting activities, you must avoid consulting on topics currently overseen by your respective agency or department. Additionally, you must not offer consultancy on any legislation, regulation, or policy that you have the authority to vote on or influence. Lastly, you pledge not to give, promise, or receive any form of compensation, gifts, or valuables with the intent to influence, procure or retain business, or for any other inappropriate business advantage or motive.

### 6 ADVICE

- 6.1 You are prohibited from offering any form of investment, legal, financial, accountancy, or medical guidance to Clients. This encompasses any actions such as endorsing, assessing, or giving a valuation for any security, as well as providing counsel on investments, purchases, or sales of securities.

### 7 HEALTHCARE PROFESSIONALS

- 7.1 Medical professionals must abstain from discussing non-public details including unpublished clinical trial outcomes, patient feedback, or any trial-related information that hasn't been disclosed to the public.

### 8 ANTI-CORRUPTION & MISINFORMATION

- 8.1 You're prohibited from either directly or indirectly offering, promising, or giving any form of financial or non-financial benefits to another party in relation to an Expert Call or these Terms & Conditions. Likewise, you mustn't accept or entertain any such offers. Providing false or misleading details or misrepresenting your credentials, such as your professional experience, academic background, or expertise, to us or Clients is strictly forbidden. Deception or misrepresentation for the purpose of extracting information from someone related to an Expert Call or these Terms & Conditions is equally prohibited.

### 9 HISTORY OF MISCONDUCT

- 9.1 You confirm that you've never been convicted of offenses like plagiarism, insider trading, market misconduct, money laundering, fraud or any crime involving dishonesty or any serious criminal act, both domestically or internationally. Furthermore, no regulatory body has taken actions or passed judgments against you. Should you become aware to any investigation or charges concerning any mentioned offenses, it's crucial you notify BGP immediately.

## 10 DATA INTEGRITY

- 10.1 You alone bear the responsibility for the precision and thoroughness of the data you share with BGP, termed "Expert Consultant Details". Recognize that BGP, Clients, and other third parties might base decisions on the truthfulness of your Expert Consultant Details. Hence, you're obligated to supply accurate, current biographical data during your application process and in response to any further inquiries. This encompasses details about present and past employment and any potential consulting constraints or conflicts of interest. Even though BGP may update your Expert Consultant Details based on new information from you or other sources, you must always make sure your Expert Consultant Details are accurate and quickly communicate any changes.
- 10.2 For the sake of compliance, both BGP and its Clients retain the right to run background checks on you. These can be conducted in-house or through external service providers, aiming to verify your vocational and academic backgrounds.

## 11 PRIVACY

- 11.1 By associating with BGP, you grant permission for BGP to gather, process, and store data about you, known as "Personal Information". This can be derived from various sources, including your activities within the BGP Expert Network and third parties.
- 11.2 This Personal Information will be managed as per BGP's privacy policy as detailed below. Even if your membership with BGP Expert Network ceases, BGP can still retain this information during legal retention periods, ensuring its protection as per their prevailing privacy terms.
- 11.3 The purposes for using your Personal Information include:
- Reaching out regarding your involvement in BGP Expert Network.
  - Overseeing your membership.
  - Implementing compliance protocols, including gaining necessary permissions for Expert Call involvement.
  - Promoting BGP's offerings.
  - Adhering to legal requirements and governmental requests.
- 11.4 Furthermore, BGP can use this data to optimize its operations and expand its business. However, in situations mandated by legal or protective necessities, BGP may disclose your Personal Information (insofar permissible by law you shall be informed of such disclosure). It's also acknowledged that Clients might, due to legal or compliance reasons, need to reveal data about their Expert Calls with you. You allow both BGP and its Clients to make such revelations.
- 11.5 Importantly, without your explicit consent, BGP won't sell your Personal Information to third-party advertisers or unveil it publicly, unless a specific law, regulation, or legal procedure demands it.

## 12 APPLICATION OF THE TERMS & CONDITIONS

- 12.1 By becoming an Expert Consultant, you represent and warrant to us that you are in compliance with each of the conditions, agreements, acknowledgments, representations, covenants, warranties, and other obligations included in these Terms & Conditions.
- 12.2 As an Expert Consultant, you are expected to provide information during any Expert Call in good faith and to the best of your ability, always consistent with these Terms & Conditions. You understand and acknowledge that each BGP employee, affiliate, affiliate employee, and Client is an intended third-party beneficiary of these Terms & Conditions and, as such, shall have the right to enforce your compliance with them.
- 12.3 In certain cases, a Client may require non-disclosure or similar agreements in connection with a particular Expert Call. You understand and acknowledge that the Client may rely on such additional elements and enforce your compliance with them. BGP does not review such separate agreements and/or any related documents and disclaims any and all liability for the content of such agreements or any consequences arising from them. You are advised to consult with your counsel concerning your situation and any specific questions before entering into any such separate agreement.
- 12.4 You must decline participation or discontinue your participation in any Expert Call or other activity that would cause a violation of these Terms & Conditions, and immediately inform us by emailing your point of contact at Bright Green Partners - of the reason. We typically do not participate in your interactions with Clients and shall not be liable or responsible to you in any manner for Expert Calls arranged by us.
- 12.5 You are solely responsible for ensuring continuous compliance with these Terms & Conditions and agree to cooperate fully in any inquiry concerning actual, alleged, or potential violations of these Terms & Conditions.
- 12.6 To promote vigilance and careful compliance with these Terms & Conditions, you may submit a payment request for a full Expert Call that you choose to terminate early for compliance purposes. In such cases, notify BGP immediately by emailing your point of contact.

## 13 CONFIDENTIALITY

### Information You Hold

- 13.1 You must not disclose any (i) confidential information or (ii) any material non-public information concerning a listed company, security or instrument, or any trade secret. Please note that:
- 13.2 “Confidential information” includes, but is not limited to: (i) confidential or proprietary information about your current (or a former) employer; (ii) trade secrets; (iii) financial information, such as margins or revenues, not publicly released; (iv) any other information which you are under a duty to keep confidential; and (v) identities of BGP clients or the subject matter of any Expert Call.
- 13.3 “Material non-public information” (“MNPI”), sometimes referred to as “inside information”, is a specific type of confidential information. MNPI is information that is not generally available, and there is a substantial likelihood that a reasonable investor would consider it important in an investment decision. If this information were generally available, it could significantly affect the price of an investment or significantly alter the total mix of information available to investors. MNPI includes, but is not limited to: (i) financial information or results before they are made public; (ii) non-public information regarding a merger, divestiture, or material contract; and (iii) information relating to unpublished clinical trials.

### Information You Receive from BGP or Our Clients

- 13.4 You shall keep and maintain all “Confidential Information” of BGP, BGP Expert Network, or its Clients, as strictly confidential. You agree not to communicate, reveal, or disclose such

information without BGP's express written permission (which it may withhold in its sole discretion).

"Confidential Information" includes any and all nonpublic information, in any form or medium, whether written, oral, or otherwise, concerning or relating to BGP, BGP Expert Consultants, any of its affiliates, or any Client. This includes, but is not limited to, the names of any Clients and Clients' employees, questions posed by any Client, topics discussed, information or materials shared, opinions expressed, or work commissioned by BGP or any Client.

13.5 In the event that you are required to disclose Confidential Information under applicable law, you agree to promptly notify BGP and fully cooperate with BGP in exercising any right or exemption available to prevent the disclosure of Confidential Information, to the extent permitted under applicable law.

13.6 You shall not use Confidential Information for any purpose other than those specifically permitted by these Terms & Conditions. Without limiting the foregoing, you shall not use Confidential Information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality hereunder 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 a legal obligation not to disclose the information.

## 14 EXPERT CALLS

14.1 By agreeing to participate in an Expert Call, you confirm that you understand and are knowledgeable about the proposed subject matter, and that you will undertake the consultation diligently, professionally, and to the best of your ability. You shall only accept Expert Calls with BGP Clients that are individually arranged or explicitly approved by BGP.

14.2 If a Client requests additional Expert Calls or other work, you must receive explicit approval from us before commencing work. You will not be paid for any Expert Call with a BGP Client that was not individually arranged or explicitly approved by BGP in advance, even if the Expert Call was a follow-up to an Expert Call that was arranged by BGP.

14.3 If you are invited by BGP to perform an Expert Call for a Client, you should either accept or decline the invitation within 48 hours of issuance. You should perform no more than 15 minutes of preparatory work for an Expert Call without explicit approval from us.

14.4 You are not permitted to invite any third party to participate in any Expert Call without BGP's prior written consent. We make no representation regarding the frequency or quantity of Expert Call requests that you will receive.

14.5 You similarly understand and agree that a Client's compliance personnel may listen to a consultation without prior notice and without announcing that they have joined the consultation.

14.6 We expect you to perform all Expert Calls in a timely, diligent, and professional manner consistent with the highest industry practices.

## 15 RECORDING AND TRANSCRIPTION

15.1 You understand and agree that some of BGP's Clients may choose to record and/or transcribe consultations between their personnel and Expert Consultants. You will not have access to or control over any such recording or transcription.

## 16 PAYMENT

16.1 You will receive compensation based on your usual consulting fees, which will be mutually agreed upon for each Expert Call by you and us. Unless a different agreement is explicitly made

in writing, payment for participating in an Expert Call will typically be calculated on a per-call basis, each lasting 45 minutes by default with 15 minutes preparation time. Please note that the actual duration of each consultation, solely determined by BGP's client, may vary from the originally planned timeframe.

- 16.2 Should a call exceed 45 minutes due to the request of the Client, compensation will be adjusted accordingly. For instance, if a call lasts 60 minutes, you will receive the base fee for the initial 45 minutes, plus an additional 1/3 of the base fee for the extra 15 minutes.
- 16.3 Payment will only be issued upon the successful completion of a consultation that adheres strictly to these Terms & Conditions. In instances where consultations do not occur, despite being previously scheduled, no payment will be made unless a separate written agreement has been established.
- 16.4 In the event that the Client determines, within the initial fifteen (15) minutes of the Expert Call, that the quality of insights shared by the Expert Consultant does not meet the general expectations based on the Expert Consultant's biography or predefined standards, the Client reserves the right to cancel the call immediately. If the call is cancelled by the Client under these circumstances, the Expert Consultant will not receive any compensation for the time spent on the call. Please note that this policy is strictly applicable for cancellations made within the first fifteen (15) minutes of the call, based on the quality of insights provided by the Expert Consultant. After the initial fifteen-minute period, standard compensation policies as detailed in previous sections will apply.
- 16.5 You hold the right to modify your consulting rates, granted that written notice is conveyed to us. Any alteration to your consulting rates will only be implemented following BGP's written confirmation of the updated rate. It's crucial to understand that rate adjustments are not applicable to ongoing consultations that have been initiated by BGP; such revisions will be applied to subsequent Expert Calls exclusively.
- 16.6 Disclosing your billing rates and financial arrangements to clients is strictly prohibited without obtaining prior written approval from BGP. We offer a flexible payment system that can be tailored to accommodate the specific guidelines stipulated by an Expert Consultant's employer. This may include joint payments to both the Expert Consultant and their respective employer, direct payments to the Expert Consultant's institution, or contributions made to a charitable organization chosen by the Expert Consultant.
- 16.7 For payment processing, Expert Consultants are mandated to supply their tax identification numbers. Payments are typically processed subsequent to the conclusion of the Expert Call, within a 30-day timeframe following the submission of the invoice from the Expert Consultant through the [BGP Expert Network payment form](#) on BGP's website. It is a requisite for Expert Consultants to submit their invoices within 45 days following the completion of any Expert Call.

## 17 INDEPENDENT CONTRACTOR STATUS

- 17.1 It is understood and agreed that any services performed by you under these Terms & Conditions shall be performed as an independent contractor and consultant. You further understand and acknowledge that you have no authority to act or speak on BGP's behalf or to represent that you have any such authority. You shall not be deemed an employee of BGP or any of its Clients, and you shall not be entitled to any benefits provided by either BGP or any of its Clients. You shall not identify yourself to any person or entity as an employee of BGP or any of its Clients. You agree to 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 & Conditions. Nothing in these Terms & Conditions shall create a partnership or joint venture, or establish the relationship of principal and agent, or any other relationship of a similar nature between you, BGP, or its Clients. You represent that you are joining the BGP Expert Network in your individual



capacity and not as an agent or representative of any entity or individual, unless otherwise agreed in writing between BGP and such entity or individual.

## 18 TERMINATION

- 18.1 You may terminate your membership in the BGP Expert Network at any time by providing us with written notice. Likewise, BGP may terminate your membership in the BGP Expert Network at any time and for any reason, by providing written notice. Termination shall not relieve either party of its obligations under these Terms & Conditions intended to survive termination. Such obligations include, but are not limited to: Privacy, Application of the Terms & Conditions, Confidentiality, Non-Solicitation, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, Governing Law and Venue, and Miscellaneous.

## 19 NON-CIRCUMVENTION AND NON-SOLICITATION

- 19.1 Following the completion of an Expert Call with a Client, you agree not to contact the Client directly for any reason, or provide the Client with any unsolicited information or gifts without our prior consent. You further agree that for a period of one year from the completion of any Expert Call with a Client to whom you have been first introduced by us, you will not circumvent BGP by knowingly soliciting, negotiating with, or entering into any agreement or other arrangement (whether written or oral) with such Client pursuant to which you would be engaged by such Client to provide services competing with or similar to our services without our prior written consent. You also agree that, for a period of one year after the termination of your relationship with us for any reason whatsoever, you will not, directly or indirectly, solicit for employment, employ, or hire any employee of BGP or of any Clients to whom you have been first introduced by us.

## 20 INTELLECTUAL PROPERTY

- 20.1 You are solely responsible for the content that you share or create in connection with your performance of services hereunder. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format (hereafter, "IP"), that you provide to BGP, Clients, or third parties in connection with your performance of such services.
- 20.2 IP that you create in connection with any Client Expert Call shall be solely owned by the Client who requested the Expert Call. Such Client may use the IP for any purpose permitted under applicable law and that Client's agreement with BGP. Any inventions, discoveries, or improvements that are based in any way on any IP you create for a Client during an Expert Call, and all intellectual property rights in such inventions, discoveries, or improvements, shall likewise be owned solely and entirely by the Client.
- 20.3 Any IP that you created prior to, or independently of, any Expert Call (hereafter, "Expert Consultant IP") remains your property. However, with respect to any Expert Consultant IP that you share or otherwise provide to a Client in connection with an Expert Call, you shall automatically grant that Client a perpetual, worldwide, royalty-free, and transferable license to use such Expert Consultant IP.
- 20.4 Without limiting the foregoing, you further agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any IP you share with or otherwise provide to that Client for any purpose whatsoever, including, but not limited to, developing, manufacturing, promoting, and selling products and services using such information.

## 21 INDEMNIFICATION



- 21.1 You agree to indemnify and hold harmless BGP and its affiliates, and their respective officers, directors, employees, members, managing members, managers, agents, representatives, successors, and assigns (collectively, the “BGP Parties”) from any and all actions, causes of action, claims, charges, demands, costs, expenses, and damages (including attorneys’ fees and expenses) and liabilities of any kind whatsoever, directly or indirectly resulting from, arising out of, or in connection with your performance of Work, breach or violation of any provision of these Terms & Conditions.

## 22 LIMITATION OF LIABILITY

- 22.1 YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL THE BGP PARTIES BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR SERVICES AND OTHER CONDUCT AS AN EXPERT CONSULTANT, OR YOUR INTERACTIONS OTHERWISE WITH BGP PARTIES OR CLIENTS. THE BGP PARTIES SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF THE BGP PARTIES ARISING FROM OR RELATED TO ANY CONDUCT IN CONNECTION WITH THESE TERMS AND CONDITIONS EXCEED THE FEES PAID BY BGP TO YOU UNDER THESE TERMS & CONDITIONS FOR THE RELEVANT CONSULTATION IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN. BGP agrees not to seek to impose upon you liability for indirect, incidental, consequential, exemplary, or punitive damages based on your performance of services under these Terms & Conditions, so long as such damages do not arise out of or relate to a failure by you to comply with these Terms & Conditions, or conduct that constitutes gross negligence or intentional misconduct.

## 23 GOVERNING LAW AND VENUE

- 23.1 The validity, interpretation, performance, and enforcement of these Terms & Conditions shall be governed by the laws of the Netherlands. Any dispute or claim arising from or relating to these Terms & Conditions shall be exclusively settled by the competent court in Amsterdam, the Netherlands. However, if BGP has a claim it can elect in its sole discretion to bring such claim to the competent court in the place of business of the Expert Consultant, which court shall have jurisdiction over said claim and any other (counter)claim.

## 24 MISCELLANEOUS

- 24.1 We may modify these Terms & Conditions periodically by posting modifications on our website, [www.brightgreenpartners.com](http://www.brightgreenpartners.com). Unless otherwise specified, all modifications will become effective upon posting. If you disagree with any modification(s), your only option is to terminate your participation as an Expert Consultant in BGP Expert Network. Continuing participation as an Expert Consultant following any modification implies your acceptance of such modification.
- 24.2 No failure or delay by either party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege.
- 24.3 Neither these Terms & Conditions nor any of the rights, interests, or obligations herein may be assigned or transferred, in whole or part, by operation of law or otherwise, by you without our prior written consent, which may be withheld at our sole discretion, and any such action without such consent shall be null and void.
- 24.4 These Terms & Conditions shall bind and benefit solely you, BGP, the BGP Parties, and BGP Clients.
- 24.5 The term “including” shall mean “including, but not limited to,” in all cases.

- 24.6 Each provision of these Terms & Conditions shall be interpreted to be effective and valid under applicable law; if any provision is held invalid, illegal, or unenforceable, it shall not affect any other provision, and these Terms & Conditions shall be construed and enforced as if such provision had never been included.