

Expert Network Terms, Conditions, Compliance & Non-Disclosure Agreement

Last updated: 01/09/2026

The Terms & Conditions and Compliance & Non-Disclosure Agreement govern the business relationship between Experts and Bright Green Partners B.V. and all its subsidiaries and affiliated companies. 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 Bright Green Partners ("Expert").

1. Subject matter of the contract

- 1.1. By accepting the Terms & Conditions and Compliance & Non-Disclosure Agreement, Experts agree to join the Bright Green Partners Expert Network, a network of individuals who have special expert knowledge and who are willing to offer their expertise to the customers of Bright Green Partners.
- 1.2. Experts who register with the Bright Green Partners Expert Network give their assurance that the biographic information supplied is correct and undertake never to disseminate false or misleading information to Bright Green Partners 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.
- 2.4 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 Bright Green Partners employees nor predominantly working for Bright Green Partners. 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 Bright Green Partners on a project-by-project basis. Experts shall submit Expert Payment Details ("EPD") or invoices for consultations within four weeks of the consultation. The first ten minutes of the consultation should

be used by 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 four 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, Bright Green Partners 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.
- 3.4 As a self employed professional, the Expert is responsible for fulfilling its obligations under this agreement and the Expert is liable for any breach. During the term of this agreement, the Expert shall take out a liability insurance that provides sufficient coverage for the risks associated with the work undertaken by the Expert under this agreement. The Expert shall defend Bright Green Partners or reimburse its reasonable legal fees for a defense against claims by third parties (including clients of Bright Green Partners) in connection to the work performed by the Expert.

4. Secrecy, compliance and non-disclosure agreement

- 4.1 Experts shall maintain secrecy in respect of all confidential information communicated or made accessible to them by Bright Green Partners and its clients after the end of a consultation for a minimum period of 2 years.
- 4.2 Experts are under no circumstances permitted to reveal or pass on their knowledge of any information provided to them in relation to a (potential) consultation which is marked as or deemed to be confidential or protected by law and/or regulations.
- 4.3 Experts are under no circumstances permitted to use 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 Bright Green Partners. This does not apply to confidential information that Experts are required by applicable mandatory laws to disclose to public authorities, provided that Experts have informed Bright Green Partners 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 Bright Green Partners. Documentation issued as well as work documents and materials are to be returned or destroyed on request. Bright Green Partners may request verification of the destruction.
- 4.7 Experts shall not include in any contribution any information that they are not entitled to disclose, including confidential information of current or former employers, clients or business partners, trade secrets, inside information, special categories of personal

data, criminal offence data or other sensitive information, unless expressly agreed in writing and legally permitted.

5. Intellectual Property and ownership

- 5.1 The (video and audio) recordings, transcripts, summaries and notes of a consultation made by or on behalf of Bright Green Partners and any material specifically created for a consultation by the Expert (the “Consultation Materials”) shall be the property of Bright Green Partners from the moment of their creation. The Expert warrants that Consultation Materials are original works that do not infringe upon the rights of third parties.
- 5.2 The Expert hereby assigns to Bright Green Partners all rights, title, and interest, including any intellectual property rights, in and to the Consultation Materials. Experts waive, to the extent permitted by law, any moral rights or similar rights in relation to Consultation Materials. The Expert acknowledges that remuneration agreed for the consultation constitutes full consideration for the assignment of rights described in this Section.
- 5.3 Without prejudice to its confidentiality and privacy obligations arising from this agreement and applicable law, Bright Green Partners has the sole right to use, reproduce, adapt, commercialize, sublicense, or otherwise exploit such works and Consultation Materials as it sees fit. In particular Bright Green Partners may:
- use Consultation Materials for internal knowledge development, create client deliverables, quality control, training staff / AI tools and product development (including building AI tools);
 - incorporate anonymized insights into client reports, research, or aggregated industry analysis;
 - provide sanitized and non-attributable summaries to clients;
 - store Consultation Materials in its internal systems for documentation and compliance purposes.

Bright Green Partners shall not disclose the identity of Experts to clients or third parties without prior consent, except where required by law.

- 5.4 Unless otherwise agreed in writing, Experts’ names shall not be disclosed in client-facing materials. Insights may be used on a non-attributable basis.

Consultation Materials may be retained by Bright Green Partners in accordance with its internal retention policies and applicable legal requirements.

- 5.5 Insofar necessary, Experts grant Bright Green Partners a worldwide, permanent, non-revocable, non-exclusive, transferable, sublicensable and royalty-free licence to use, reproduce, adapt, summarise, analyse and otherwise process their contributions to the extent necessary for the purposes described in these Terms and Bright Green Partners’ applicable privacy policy.

6. Privacy

- 6.1 Each party shall comply with its privacy obligations under applicable laws and regulations in the performance of the agreement and any consultation. Expert warrants that any personal data included in Consultation Materials may be used by Bright Green Partners in the performance of a consultation and as described in these

terms. Bright Green Partners processes personal data of Experts in accordance with its applicable privacy policy.

- 6.2 Experts acknowledge and agree that online consultations, interviews, expert calls, meetings, related communications and other materials shared in the performance of expert contributions (collectively referred to as the “Data”) may be recorded in written, audio and/or video form and may be (with the assistance of automated and AI tools) transcribed, summarised, analysed and stored by or on behalf of Bright Green Partners where appropriate for the performance, documentation, administration, quality assurance, compliance, internal review and improvement of Bright Green Partners’ services.
- 6.3 Experts provide their express consent that their personal data is processed in recordings, transcripts, summaries, analyses and other materials created by or on behalf of Bright Green Partners in connection with expert consultations, and Bright Green Partners may use such materials and expert contributions for internal knowledge development, quality assurance, training, internal review, service improvement, internal documentation, product development and offering and AI-supported internal tools. All Data containing personal data will be processed and handled in accordance with Bright Green Partners’ privacy policy and sanitized before being used for other purposes than performance of the agreement.
- 6.4 Bright Green Partners may use digital tools, including AI-supported tools, to support recording, transcription, summarisation, analysis, drafting, internal documentation, quality assurance, internal knowledge management and service improvement. Such tools are used to support Bright Green Partners’ internal workflows and do not replace human judgment where review is appropriate.

7. Various

- 7.1 Bright Green Partners reserves the right to change these Terms & Conditions and Compliance & Non-Disclosure Agreement from time to time by posting the amended version on the website of Bright Green Partners and/or otherwise communicating the amended version to Experts. Changes shall apply to future consultations, assignments and engagements after publication or communication of the amended version.
- 7.2 Material changes relating to recording, transcription, use of Expert Contributions, intellectual property, confidentiality or data processing shall be communicated to Experts in advance. If an Expert does not agree with such material changes, the Expert may object in writing within a period of four (4) weeks after communication. In that case, Bright Green Partners shall be permitted to de-register the Expert and to cancel the Expert Network membership for future engagements.
- 7.3 Both Bright Green Partners and Experts shall have the right to cancel Bright Partners Expert Network membership without giving reasons and with immediate effect.
- 7.4 If any of the provisions of these Terms & Conditions and Compliance & Non-Disclosure Agreement is null and void, the Terms & Conditions and Compliance & Non-Disclosure Agreement shall remain in force for the remainder. Bright Green Partners and the Expert agree to replace the invalid provision by a legally permissible provision that reflects the original purpose as closely as possible.
- 7.5 These Terms apply in addition to any separately signed agreement between Bright Green Partners and the Expert. In the event of inconsistency between these Terms and a separately signed agreement, the separately signed agreement shall prevail, unless expressly agreed otherwise in writing.

- 7.6 The agreement and any subsequent consultation between Bright Green Partners and the Expert are exclusively governed by Dutch law. Any conflict arising out of or in connection to the agreement shall in first instance be exclusively submitted to the competent court in Amsterdam, the Netherlands. Without prejudice to the foregoing, Bright Green Partners may alternatively chose to file a suit with the competent court in the place of business of the Expert.

8. Non-Circumvention and Protection of Introductions

- 8.1 Confidentiality of Introductions. The Expert acknowledges that the identity of any client introduced by Bright Green Partners, the fact that such introduction has taken place, and the existence, subject matter, and status of discussions facilitated by Bright Green Partners constitute confidential information of Bright Green Partners.

The Expert shall not disclose such information to any third party without prior written consent from Bright Green Partners.

- 8.2 Non-Circumvention. In consideration of being introduced to clients by Bright Green Partners for a non-anonymous consultation, the Expert agrees that for a period of twenty-four (24) months from the date of each client introduction, the Expert shall not, directly or indirectly (including through any affiliate, subsidiary, advisor, agent, employer, or related entity):

- enter into,
- solicit,
- negotiate, or
- perform

any agreement, engagement, collaboration, employment relationship, advisory role, or transaction with the introduced client relating to:

- the same Project Scope discussed during the introduction; or
- any substantially similar, derivative, or naturally related scope,
- without the prior written consent of Bright Green Partners.

Any such engagement shall be conducted exclusively through Bright Green Partners unless otherwise agreed in writing.

- 8.3 **Pre-Existing Relationships.** The restriction in Clause 8.2 shall not apply where the Expert can demonstrate with written evidence that:

- a direct commercial relationship with the client existed prior to the introduction; and
- discussions regarding the relevant Project Scope were already underway before the introduction by Bright Green Partners.

- 8.4 Fee Protection.** In the event of a breach of this Section 8, the Expert shall be liable to Bright Green Partners for damages equal to the service fee, commission, or other compensation that would have been payable to Bright Green Partners had the engagement been conducted through Bright Green Partners.

This shall be without prejudice to any additional legal remedies available under applicable law.

8.5 **Survival.** The obligations set out in this Section 8 shall survive termination of Expert Network membership and shall remain in effect for the duration specified above.