

# Expert Participation Agreement

Version 2021-05-01

Experts (hereinafter "**Expert**") that collaborate with Geneva Macro Labs (hereinafter "**GemLabs**") enter into this expert participation agreement, each of which are referred to as "Party" and together as "Parties".

**Geneva Macro Labs** is a Swiss association with registered number CHE-220.711.571, having its registered office at Rue du Pré-de-la-Bichette 1, CH-1202 Genève.

This agreement is entered into by an electronic form submission (unless a signed is exchanged)

## BACKGROUND

This Agreement sets out the terms on which it has been agreed between the Parties for Expert to collaborate in the "Geneva impACTs" process ("Expert Participation Agreement" or "Agreement").

## AGREED TERMS:

### § 1 The Geneva impACTs Process

The Geneva ImpACTs process is a unique method to develop and implement concepts and business models to support the creation of impact projects to foster the UN sustainable development goals (the "Process"). The Process is further described in the [brochure](#) that has been made available to Expert. Each Process is planned across a twelve month's period (a "Cycle") and entails a series of steps:

<b>Start</b>	The commencement of a new Process;
<b>Concept Stage</b>	A time range between Start and Concept Jury where new concepts are developed with the help of design thinking workshops and dedicated focus groups;
<b>Concept Jury</b>	A jury comprising selected investors, experts and optionally liaisons to global organisations to vote on work elaborated in the focus groups;
<b>Concept</b>	The work of one of the focus groups elected by the Concept Jury as the most viable, actionable topic;
<b>Pitch Contest</b>	A public competition for proposals to build and execute the Concept that is held after the focus group has finalized its Concept and that is reviewed by the Competition Jury;
<b>Competition Jury</b>	A jury comprising select investors, experts and optionally liaisons to representatives of global organisations to vote on pitches from competitors;
<b>Pitch Winner</b>	The participant in the Pitch Contest that has been elected as the winner.

## § 2 Participation of Expert

The Expert will participate in one or more Focus Groups or in one of the Juries. The participation will be governed by the then current version of the Focus Group ByLaws, the Concept Jury ByLaws and the Competition Jury ByLaws.

## § 3 Participation in Focus Groups and Juries

GemLabs may invite Expert to join Focus Groups and Juries. When Expert accepts this invitation, Expert will accept the corresponding ByLaws. GemLabs has the right to terminate Expert's participation in Focus Groups and Juries under the restrictions and procedures set forth in the corresponding ByLaws.

When Expert accepts an invitation, Expert commits to contribute to the work of the corresponding Focus Groups or Juries. If due to unforeseeable events, Expert is unable to continue contributing to the work of the corresponding Focus Groups or Juries, Expert will notify GemLabs in due course.

## § 4 Independent Use of the Concept

1. For any work elaborated in a focus group and not elected by the Concept Jury for a Pitch Contest ("Other Work") Experts may choose to offer investment into such Other Work directly and / or to implement such Other Work themselves or pick or suggest any entity at their discretion to build and execute a project based on or using such Other Work ("Independent Implementation").
2. Experts may be able to prove that their Independent Implementation has independent sources and does not relate to any Other Work according to §4.1 and does not use any information of such Other Work and was not inspired by the Other Work in any way or shape – except for information and ideas they provided themselves in the Geneva ImpACTs process.
3. Experts that are part of a Jury must not use or disseminate any information received in the context of their Jury work.
4. Save as provided in §4.2 and § 4.3, if within 24 months of the Concept Jury's decision Expert chooses an Independent Implementation as per §4.1, the use of a Concept requires the permission by Geneva Macro Labs and the payment of a fee.

## § 5 Confidentiality

1. For purposes of this Agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to Expert. Especially the information received as jury member from all involved parties shall be deemed to be "Confidential Information".
2. All Confidential Information disclosed to Expert will be used solely for the participation of Expert in the Geneva ImpACT Process and for no other purpose whatsoever. The Expert agrees to keep the Confidential Information confidential and to protect the confidentiality of such Confidential Information with the same degree of care with which it protects the confidentiality of its own Confidential Information, but in no event with less than a

reasonable degree of care. At the request of GemLabs, Expert shall certify the destruction of the Confidential Information unless Expert has a legitimate reason to preserve this information.

3. The obligations and limitations regarding Confidential Information shall not apply to information which is: (a) at any time in the public domain, other than by a breach on the part of the Expert; or (b) at any time rightfully received from a third party which had the right to and transmits it to the Expert without any obligation of confidentiality.

4. The provisions set forth in this §5 shall survive the termination of this agreement for a period of 3 years.

## § 6 Data Protection

Expert recognizes that some of the information received will also qualify as personal data under different data protection laws. Expert will treat this information according to the data protection instructions set forth by GemLabs or as justified by legal obligations or legitimate interest. Expert will take appropriate care to secure that data.

Expert will be publicly listed as an Expert in the Geneva ImpACTs process unless Expert and GemLabs agree that Expert should not be listed.

## § 7 Liability of GemLabs

1. Subject to Clause 7.3, the total liability of GemLabs, whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, this Participation Agreement or any collateral contract, shall in no circumstances exceed a sum equal to the Success Fee due to GemLabs.
2. Subject to Clause 7.3, in no event shall either party have any liability, whether based on a claim in contract, tort (including negligence), under an indemnity, breach of statutory duty or otherwise arising out of, or in relation to, this Participation Agreement or any collateral contract, to the other party for any of the following losses or damage (whether such losses or damage are direct or indirect): (a) loss of revenue; (b) loss of actual or anticipated profits (including loss of profits on contracts); (c) loss of the use of money; (d) loss of actual or anticipated savings; (e) loss of business; (f) loss of opportunity; (g) loss of goodwill; (h) loss of reputation; (i) loss of damage or corruption of data; (j) loss from any non-fulfilment of a Pitch Winner; (k) any loss caused by actions of other participants in the Process.
3. Nothing in this Clause 7 or otherwise in this Agreement shall exclude or in any way limit a party's liability to the other party (i) for fraud, (ii) for death or personal injury caused by its negligence, and (iii) to the extent the same may not be excluded or limited as a matter of law.
4. Expert shall be liable for any acts of intent or gross negligence with respect to the Process and all participants in the Process.

## § 8 Intellectual Property Rights

1. Expert and GemLabs are obliged to disclose any intellectual property rights they might have regarding the Concept or the Process, if these rights might adversely affect the other

party in the participation and implementation of the Process including the implementation of the Concepts.

2. Expert shall indemnify GemLabs from any claims that third parties might bring against GemLabs regarding any breach of a third party's intellectual property rights.

## § 9 Term

1. This Agreement shall have a Term commencing on the date it is agreed upon by both parties ("Effective Date") and shall continue in full force and effect for an initial period of twelve (12) months. Thereafter it shall be automatically renewed for further periods of one (1) year unless terminated by either party by giving not less than three (3) months' written notice to the other party to expire on the first or any subsequent anniversary of the Effective Date.
2. Unless the context expressly requires an alternative interpretation, any and all references to "Term" in this Agreement shall include any renewals and extensions which occur in accordance with this clause.

## § 10 Termination with Immediate Effect

Due to causes or occurrences beyond a Party's control including, but not limited to, civil disobedience, acts of God, casualty or accident, war, labour disputes, government actions, or the like ("Force Majeure Event"). If either party is affected by a Force Majeure Event it shall as soon as reasonably practical notify the other party in writing, and take all reasonable steps to mitigate the effect of the Force Majeure Event. If either party is affected by a Force Majeure Event for a period longer than thirty (30) days, it may terminate this Participation Agreement with immediate effect by providing the other party with notice in writing.

## § 11 Duties upon Termination

1. Upon termination of this Agreement all material received by the Expert from GemLabs or any other third party with regards to the Process or any Other Work shall be deleted/destroyed and all rights to Expert out of this Participation Agreement shall be revoked.
2. Provisions of this Agreement which either are expressed to survive its expiry or termination (including without limitation the provisions of Clauses 5, 6 and 8) or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such expiry or termination.
3. Termination of this Agreement or any part thereof by either party in accordance with the rights contained in this clause shall not affect the accrued rights, remedies, obligations or liabilities of the parties existing at termination.

## § 12 Novation

GemLabs reserves the right to novate this Participation Agreement including all rights and obligations to another legal entity ("Novation Event") with the intent for such legal entity to continue the Process. Expert irrevocably consents to any such Novation Event. GemLabs warrants to inform Expert ahead of any Novation Event.

### § 13 Jurisdiction

This agreement is governed by and shall be construed in accordance with the laws of Switzerland. The parties submit all their disputes arising out of or in connection with this agreement to the exclusive jurisdiction of the courts of Geneva.

### § 14 Severability Clause

Any part, provision, representation or warranty of this Agreement, which is prohibited, or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. If the invalidity of any part, provision, representation or warranty of this Agreement shall deprive any party of the benefit intended to be conferred by this Agreement, the parties shall negotiate, in good-faith, to develop a structure the effect of which is as close as possible to the effect of this agreement without regard to such invalidity.

### Special Rules Regarding Jurors

#### § 15 No Contact

An Expert that acts as Juror agrees to not contact a member of a Focus Group during the jury proceeding. If contacted by a Focus Group member, the Expert agrees not to discuss or comment on project proposals.

#### § 16 No use of the Information Outside the Geneva Impacts Process

An Expert that acts as Juror agrees not to directly or indirectly initiate, solicit, negotiate, contract or enter into any business transactions, agreements or undertakings with a Focus Group member or any other third party identified or introduced by the Disclosing Party; or seek to by-pass, compete, avoid or circumvent the Disclosing Party from any business opportunity and benefits (including but not limited to commissions and success fees due to the Disclosing Party from deals closed based on the Opportunity) that relates to the Purpose by utilizing any Confidential Information or by otherwise exploiting or deriving any benefit from the Confidential Information. The Parties irrevocably agree that this explicitly includes any indirect forms of circumvention like, for example but without limitation, deal cancellations to perform the same deal with other parties either directly or indirectly or by any other means.