

GREEN MINDS LLC

PARTNER TERMS OF SERVICE

Terms governing the engagement of Partners

Last updated: 16 September 2026

Contents

These Partner Terms of Service (the “Terms”) govern your participation as a Partner in the expert network and primary market research services operated by Green Minds LLC (“Green Minds”, “we”, “us” or “our”), a limited liability company incorporated in the State of New York with its registered office at 124, 3rd Avenue, Brentwood, New York 11717, United States. They set out the basis on which you may be invited to accept and perform consultations, interviews, surveys and related engagements introduced to you by Green Minds on behalf of its clients.

By registering with Green Minds, accepting an engagement, or otherwise participating in any Project, you confirm that you have read, understood and agreed to be bound by these Terms. Where you and Green Minds have entered into a separate engagement letter or project specific agreement, that document governs the particular engagement it describes, and these Terms apply to everything that document does not address. These Terms apply afresh each time you participate, and the version in force is the one published on our website at the time of your engagement.

Please read these Terms carefully. They contain obligations of confidentiality and compliance, restrictions on the information you may share, and provisions concerning payment, liability and the rights of our clients. If you do not agree with any part of them, you should decline to participate.

1. Definitions

In these Terms, unless the context requires otherwise, the following expressions have the meanings set out below, and the word “including” means “including without limitation”:

Client: any person or entity to whom Green Minds provides services, on whose behalf an Engagement is arranged, or who is introduced to you through Green Minds, together with such Client’s affiliates, officers, directors, employees and representatives.

Confidential Information: has the meaning given in Clause 6.

Engagement or Consultation: any consultation, interview, telephone or video call, survey, written response, advisory session or other service that you agree to provide in connection with a Project.

Partner or you: the individual who registers with, is engaged by, or participates in a Project through Green Minds, and whom Green Minds may also refer to as an “Expert”. The terms “Partner” and “Expert” carry the same meaning across Green Minds’ materials.

Material Non-Public Information or MNPI: information that is not generally available to the public and that a reasonable investor would consider important in deciding whether to buy, sell or hold a security, or that could reasonably be expected to affect the price of a security if it were made public.

Payment Service Partner: any third party engaged by Green Minds to process, facilitate or remit compensation to Partners, details of whom Green Minds will share on request.

Personal Data: any information relating to an identified or identifiable natural person, as further described in Clause 15.

Project: an assignment, study or research request from a Client in connection with which Green Minds may invite you to provide an Engagement.

2. Nature of the Relationship

You participate as an independent contractor and in your personal capacity only. Nothing in these Terms creates any relationship of employment, agency, partnership or joint venture between you and Green Minds or any Client, and you are not entitled to any employee benefit of any kind.

You have no authority to represent, bind or incur any obligation on behalf of Green Minds or any Client, and you must not hold yourself out as doing so. You participate on your own behalf, expressing your own views and opinions, and not as a representative, agent or spokesperson of any employer, institution or other person or entity, unless Green Minds has expressly agreed otherwise in writing.

You are free to accept or decline any invitation. Green Minds does not guarantee any minimum number, frequency or value of Engagements, and no Project or payment is assured until an Engagement is confirmed and performed in accordance with these Terms.

3. Capacity, Eligibility and Accuracy of Information

3.1 Capacity and authority

You represent and warrant that you have attained the age of majority in your place of residence and are of full legal capacity, being sui juris and not subject to any guardianship, curatorship, interdiction or other limitation, and that you are accordingly competent to read, understand, accept and be bound by these Terms and to perform your obligations under them. You further represent that you enter into these Terms in your personal capacity and of your own free will, that neither your acceptance of these Terms nor your participation in any Engagement breaches any law, contract, term of employment, fiduciary duty, professional rule or other obligation binding upon you, and that you have obtained every consent, permission or waiver that your participation requires. If any of these representations is or becomes untrue, you must not participate, and any loss, liability or cost arising from your breach of them is subject to the indemnity given by you in Clause 19.

3.2 Accuracy and verification of information

You are responsible for ensuring that the information you provide to Green Minds about your identity, career history, current and former affiliations, qualifications, licences and professional experience is accurate, complete, current and verifiable. You must inform Green Minds promptly of any change to that information, and in any event before accepting any further Engagement to which the change is relevant.

You must not misrepresent your identity, credentials or experience, whether directly or through any tool, including artificial intelligence or automated systems, and you must not pass off the work, analysis or ideas of any third party as your own.

You authorise Green Minds, or a third party acting on its behalf, to verify the information you provide and to carry out such background, compliance and sanctions screening as Green Minds considers appropriate, both before and during your participation. Your continued eligibility to participate is at all times subject to the satisfactory outcome of such checks.

4. Engagements and Project Participation

You may participate in a Project only where Green Minds has invited and confirmed your Engagement. You must perform each Engagement in a timely, diligent and professional manner, consistent with high standards of integrity and with the requirements notified to you for the relevant Project.

You must not extend, continue or arrange any follow-on engagement with a Client, or invite any additional person to participate, without the prior written consent of Green Minds. Any engagement arranged directly with a Client outside the Green Minds platform falls outside these Terms and may result in the withholding of compensation.

It is your responsibility to determine, before accepting any Engagement, whether your participation is permitted and free of conflict. Where you are, or become, concerned that a Client is seeking information you are not free to give, is attempting to influence a decision you are professionally bound to take independently, or is otherwise acting improperly, you must decline or discontinue your participation and notify Green Minds immediately.

5. Conflicts of Interest and Required Consents

5.1 General duty

You must decline, or discontinue, any Engagement that would place you in a conflict of interest or would cause you or Green Minds to breach any law, regulation, contract, professional duty, code of conduct or obligation of confidence. Where you discontinue an Engagement for this reason, you should notify Green Minds promptly, and, subject to Clause 13, you will not be disadvantaged in respect of time properly spent before the conflict became apparent.

5.2 Current and former employers

You must not disclose information that is specific or proprietary to any organisation of which you are, or have been, an employee, officer, director, consultant, agent or representative, and you must not participate in any Engagement concerning such an organisation without first obtaining all consents, waivers or permissions required under your contracts, your employer's policies, or any applicable confidentiality obligation. Obtaining those permissions is your responsibility.

5.3 Competitors

You must not participate in any Engagement for a Client that is a direct competitor of your current employer, or of any entity in which you hold an officer, director or comparable position, where doing so would breach a duty you owe to that employer or entity.

5.4 Government and public officials

If you are a current or recent government or public official, or an employee of a state owned or public body, you must disclose that fact to Green Minds. You must not discuss any legislation, regulation, policy, tender, contract or decision that you are, or were, in a position to influence, vote upon or administer, and you must not participate where your office or its governing rules prohibit outside consulting.

5.5 Auditors, accountants and similar professionals

You must not consult in relation to any organisation that you, or your firm, have audited within the preceding three years, and you must not discuss the accounting or financial affairs of a former employer within the periods restricted by your professional obligations. You warrant that you hold, and are in good standing under, any licence or registration relevant to your participation.

5.6 Legal professionals

If you are a lawyer or other legal adviser, you must not disclose any information subject to legal privilege or professional confidence, must not consult in relation to a current or former client where doing so would breach

your professional duties, and must not create or purport to create any lawyer and client relationship with Green Minds or any Client through an Engagement.

5.7 Securities offerings, tender offers and initial public offerings

You must decline any Engagement concerning a company that is, to your knowledge, engaged in a pending securities offering, tender offer or initial public offering with which you are connected, until such time as that offering has been completed or publicly abandoned.

6. Confidentiality

In the course of your participation you will receive confidential information from and about Green Minds and its Clients. “Confidential Information” means all non-public information, in any form, that you receive or learn through your role as a Partner, including the identity of any Client, the fact and subject matter of any Project, the questions asked, the materials provided, the opinions expressed, and any data, document or record disclosed to you.

You agree to keep all Confidential Information strictly confidential, to use it solely for the purpose of performing the relevant Engagement, and not to disclose it to any person or use it for the benefit of yourself or any third party. You must not list or identify any Client on your curriculum vitae, website, social media or in any other public forum.

Confidential Information does not include information that (a) is or becomes generally available to the public other than through any act or omission on your part, or (b) you are required to disclose by law, regulation or valid order of a court or competent authority, provided that, where lawfully permitted, you notify Green Minds promptly so that it may seek protective measures.

You acknowledge that any breach of this Clause 6 may cause Green Minds or its Clients irreparable harm for which damages would be an inadequate remedy, and that Green Minds and its Clients are accordingly entitled to seek injunctive relief and other equitable remedies in addition to any other remedy available to them. This Clause 6 survives the completion or termination of any Engagement and continues in full force indefinitely.

7. Material Non-Public Information and Trading Restrictions

You must not disclose, solicit or act upon any Material Non-Public Information in connection with any Engagement. You must not take, or enable any other person to take, any action for the benefit of yourself or any third party on the basis of information you learn through your role as a Partner.

In particular, you must not trade, or advise or procure any other person to trade, in the securities of any company that is the subject of, or is identified during, an Engagement, and you acknowledge that these Terms may limit your ability to deal in certain securities. Where you become aware that an Engagement is tending towards Material Non-Public Information, you must discontinue it and notify Green Minds immediately.

8. No Investment, Legal, Medical or Other Professional Advice

Green Minds is not a registered investment adviser, broker, law firm, medical practice or accountancy firm, and does not provide investment, legal, medical, tax or accountancy advice. In performing any Engagement you must not provide investment advice, rate, recommend or value any security, or render any legal, medical, tax, accountancy or other regulated professional service or advice to Green Minds or any Client. Your role is limited to sharing your knowledge, experience and opinions.

9. Compliance, Sanctions and Anti-Bribery

You represent and warrant, on each occasion that you participate, that:

- you have not been convicted of, sanctioned for, nor are currently under investigation in respect of, any act of fraud, dishonesty, insider dealing, market abuse, money laundering, corruption or bribery, or any other matter that could reasonably be expected to expose Green Minds or its Clients to legal or reputational risk;
- you are not debarred, suspended, excluded or otherwise prohibited from participating in any government programme, tender or regulatory scheme, whether in this jurisdiction or internationally;
- you are not the subject of, nor ordinarily resident in a territory subject to, economic or trade sanctions administered by the United States, the United Kingdom, the European Union or the United Nations, and you do not appear on any applicable restricted, denied or specially designated persons list; and
- you will promptly notify Green Minds in writing if any of these representations ceases to be true at any time during your participation.

You must comply with all applicable anti-bribery and anti-corruption laws, including the United States Foreign Corrupt Practices Act, the United Kingdom Bribery Act 2010 and the French Sapin II law. You must not offer, promise, pay, authorise, solicit or accept any payment, gift or other advantage intended to influence any official act or to obtain or retain any improper business advantage.

Green Minds may suspend or terminate your participation immediately, and without liability, in the event of any breach of this Clause 9.

10. Healthcare and Life Sciences Compliance

Where an Engagement concerns healthcare, pharmaceutical, medical device or related life sciences matters, the following additional obligations apply.

- You represent that you hold, and are in good standing under, every licence, registration and credential relevant to your participation, and that you are not, and have never been, debarred, excluded or suspended under any healthcare or pharmaceutical regulatory framework, including exclusion from any government healthcare programme or listing on the United States Office of Inspector General List of Excluded Individuals and Entities, the System for Award Management, or any comparable register.
- You must not disclose any patient identifiable or other protected health information, and you must comply with all applicable patient privacy and data protection laws, including, where relevant, the United States Health Insurance Portability and Accountability Act.
- You must not provide medical advice, and you must not discuss the off-label use of any product. You must notify Green Minds promptly if a Client appears to seek anything beyond legitimate research, or attempts to influence your clinical judgement, including which products you prescribe, use or recommend.
- You must keep confidential all non-public clinical trial information, including unpublished results and patient experience data, until it has been made public, and, where you sit on a data safety monitoring board, steering committee or similar body, you must not discuss any ongoing trial until it has concluded and its results have been released.

- You acknowledge that a Client may be required to report payments or transfers of value made to you under transparency laws, including the United States Physician Payments Sunshine Act, that you may be asked to provide identifiers such as your National Provider Identifier for this purpose, and that such information may be published on a publicly accessible register.

11. Recording and Transcription

You acknowledge and agree that Green Minds and its Clients may record, transcribe and take notes of an Engagement for the purposes of the relevant Project. Your name and personal data will be anonymised before any such recording or transcript is used, the recording will be used only for the purposes of the Project for which it was made, and it will be retained only for as long as that purpose requires.

On occasion, Green Minds' or a Client's compliance personnel may listen to an Engagement to monitor adherence to these Terms, and their presence may not always be announced. You must not record or transcribe any Engagement yourself, whether by personal device, software, artificial intelligence tool or otherwise, without the prior written consent of Green Minds.

12. Intellectual Property

You warrant that you own, or are otherwise entitled to share, all materials and information you provide during an Engagement, and that doing so does not infringe the rights of any third party. To the fullest extent permitted by law, you assign to the relevant Client all right, title and interest in any work product created specifically for that Client in the course of an Engagement, and the Client may reproduce, use and disclose it for its own purposes.

Any pre-existing material that you share and that remains your property is licensed to the relevant Client on a perpetual, worldwide, royalty free and transferable basis for use in connection with its business. This Clause 12 does not require you to disclose anything you are not free to disclose under these Terms.

13. Compensation and Payment

Green Minds will pay you the fee agreed for a confirmed Engagement, inclusive of all fees and taxes unless expressly stated otherwise. Payment is earned only where you engage for no less than fifty per cent (50%) of the scheduled duration of the Engagement and meet the screening and suitability criteria for the Project. That threshold is measured against the scheduled duration of the Engagement, whether that duration is thirty minutes, sixty minutes or any other period specified for it. Mere attendance, brief participation, or remaining on a call only for its opening minutes does not entitle you to any payment. Where an Engagement concludes before that threshold is met, whether through your withdrawal, early disconnection, non-responsiveness, or a determination by Green Minds or its Client that you do not meet the Project's suitability criteria, no compensation is payable. Green Minds will make any such determination reasonably and in good faith.

Compensation will be processed within the period notified to you following completion of the Engagement and receipt of your full and correct bank information. You are responsible for the accuracy of the payment details you provide. You are not entitled to claim payment in respect of any invoice or payment details submitted more than eight (8) weeks after the Engagement.

Where a Project does not proceed, or your services are ultimately not required, Green Minds is under no obligation to compensate you. You must not disclose your fee or any financial arrangement with Green Minds to any Client or third party without our consent.

14. Taxation

You participate as an independent consultant and are solely responsible for the payment of any tax, including any withholding tax, applicable to the compensation or honorarium you receive from Green Minds, and for complying with all tax laws and obligations imposed by the relevant authorities. Green Minds may deduct or withhold amounts where required to do so by law.

15. Data Protection and Privacy

15.1 How and why we process your data

Green Minds processes Personal Data about you in order to administer your registration, arrange and manage Engagements, process compensation, conduct compliance and verification checks, and comply with its legal obligations. It does so in accordance with its Privacy Policy, available on its website, and with applicable data protection laws, including, where relevant, the European Union General Data Protection Regulation, the United Kingdom GDPR, and comparable laws in the jurisdictions in which we operate.

15.2 Payment details and Payment Service Partners

For the purpose of receiving compensation, you agree to provide financial details necessary for payment, which may include banking details, contact details, an identification number and residential information. You acknowledge and agree that Green Minds may disclose those details to its Payment Service Partners solely for the purpose of processing your compensation, and that those partners will process them in accordance with their own privacy policies, which you may review on their respective websites.

15.3 General rights, retention and security

You retain the rights afforded to you under the data protection law applicable to you, and you may raise any query or exercise any such right by contacting Green Minds using the details set out in these Terms. Green Minds retains Personal Data only for as long as is necessary for the purposes described above or as otherwise required by law, and applies appropriate technical and organisational measures to protect it against loss, misuse and unauthorised access, alteration or disclosure.

15.4 Additional rights of Partners in the European Economic Area and the United Kingdom

Where you are resident in the European Economic Area or the United Kingdom, or where the processing of your Personal Data is otherwise subject to the European Union General Data Protection Regulation or the United Kingdom GDPR, this Clause 15.4 applies in addition to the provisions above. Green Minds acts as a controller in respect of the Personal Data it processes about you for the purposes described above. Depending on the purpose, it relies on one or more of the following lawful bases: the performance of a contract with you, or the taking of steps at your request before entering into one; compliance with a legal obligation to which Green Minds is subject; and the legitimate interests of Green Minds in operating, securing, administering and developing its network, save where those interests are overridden by your interests or fundamental rights and freedoms.

Subject to the conditions and exceptions provided by applicable law, you have the right to request access to the Personal Data held about you; to request the rectification of data that is inaccurate or incomplete; to request the erasure of your data, being the right to be forgotten; to request the restriction of, or to object to, its processing; to request the portability of the data you have provided to Green Minds; and, where processing is based on your consent, to withdraw that consent at any time without affecting the lawfulness of processing carried out before its withdrawal. You may exercise any of these rights, without charge in most cases, by contacting Green Minds using the details set out in these Terms, and Green Minds will respond within the period required by law. Green Minds may ask you to verify your identity before acting on a request, and may decline or limit a request to the extent permitted by law, including where the Personal Data must be retained in order to comply with a legal obligation, to establish, exercise or defend a legal claim, or to protect the rights of another person. You also have the right to lodge a complaint with the data protection supervisory authority in your jurisdiction, although Green Minds would welcome the opportunity to address your concern before you do so.

Where Green Minds transfers your Personal Data outside the European Economic Area or the United Kingdom, it will do so only where an adequate level of protection is ensured, whether by an adequacy decision of the competent authority, by the incorporation of Standard Contractual Clauses or the United Kingdom International Data Transfer Agreement, or by another safeguard permitted under applicable law.

16. Non-Solicitation and Non-Circumvention

For a period of twelve (12) months following your most recent Engagement with, or introduction to, a Client through Green Minds, you must not, without Green Minds' prior written consent, solicit, negotiate or enter into any consulting, advisory or comparable arrangement directly with that Client in circumvention of Green Minds, save where you had a genuine pre-existing relationship with that Client independent of Green Minds. Nothing in this Clause restricts a Client from offering, or you from accepting, a bona fide offer of employment. You must not, during the same period, solicit or seek to employ any employee of Green Minds.

17. Term and Termination

These Terms apply for so long as you participate with Green Minds. You may cease to participate at any time on notice to Green Minds. Green Minds may suspend, limit or terminate your participation at any time, with or without notice, including where it determines that you have breached these Terms or where continued participation would present a legal, regulatory or reputational risk.

Termination does not affect any Engagement properly completed before termination, nor any right or obligation that has already accrued. Clauses 6, 7, 9, 12, 14, 15, 16, 18, 19, 20 and 22, and any other provision that by its nature is intended to survive, continue in force following termination.

18. Third-Party Beneficiaries

Each Client is an intended third-party beneficiary of these Terms and, in particular, of your obligations of confidentiality under Clause 6, your obligations concerning Material Non-Public Information under Clause 7, and your obligations of compliance under Clauses 9 and 10. Accordingly, each Client has the right to enforce those obligations directly against you, as if it were a party to these Terms, in addition to any right of enforcement held by Green Minds.

Green Minds may, at a Client's request, ask you to confirm your compliance with these Terms, and you agree to provide such confirmation. Save as set out in this Clause 18, no person who is not a party to these Terms has any right to enforce any of their provisions.

19. Indemnification

You agree to indemnify and hold harmless Green Minds and its Clients, and their respective affiliates, officers, directors, employees and representatives, from and against any claim, liability, loss, damage, cost or expense, including reasonable legal fees, arising out of or in connection with your breach of these Terms, your negligence or wilful misconduct, or any misrepresentation by you.

20. Limitation of Liability

To the fullest extent permitted by law, neither Green Minds nor any Client is liable to you for any indirect, incidental, consequential, special or punitive loss, or for any loss of profit, business or goodwill, arising out of or in connection with these Terms or your participation. The total aggregate liability of Green Minds to you in connection with any Engagement will not exceed the compensation payable to you for that Engagement. Nothing in these Terms limits or excludes any liability that cannot lawfully be limited or excluded.

21. Amendments to these Terms

Green Minds may amend these Terms from time to time by publishing an updated version on its website. Any amendment takes effect from the date of publication, and your continued participation after that date constitutes acceptance of the amended Terms. It is your responsibility to review the current version before each Engagement.

22. Governing Law and Dispute Resolution

22.1 Governing law

These Terms, and any dispute or claim arising out of or in connection with them or their subject matter, are governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles.

22.2 Good faith negotiation

In the event of any dispute, the parties will first seek to resolve it in good faith through direct negotiation. Either party may begin this process by written notice to the other setting out the nature of the dispute, and the parties will endeavour to reach a resolution within thirty (30) days of that notice.

22.3 Binding arbitration

Any dispute that is not resolved through negotiation within that period will be referred to and finally resolved by binding arbitration seated in New York, New York, conducted in the English language before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on the parties, and judgment upon the award may be entered in any court of competent jurisdiction.

22.4 Jurisdiction of the courts

Where a dispute is not resolved by the arbitration described above, or where the matter is not one that may lawfully be submitted to arbitration, it will be subject to the exclusive jurisdiction of the state and federal courts

located in the State of New York, to whose jurisdiction you and Green Minds submit. Those courts also retain jurisdiction to recognise and enforce any arbitral award. Nothing in this Clause 22 prevents Green Minds or any Client from applying to any court of competent jurisdiction for injunctive or other equitable relief, including in respect of any breach or threatened breach of Clause 6, Clause 7 or Clause 16, at any time and without first exhausting negotiation or arbitration.

23. General Provisions

If any provision of these Terms is held to be invalid or unenforceable, that provision will be severed and the remaining provisions will continue in full force. No failure or delay by Green Minds in exercising any right operates as a waiver of that right. You may not assign or transfer your rights or obligations under these Terms without Green Minds' prior written consent. Headings are for convenience only and do not affect interpretation. Together with any applicable engagement letter or project specific agreement, these Terms constitute the entire agreement between you and Green Minds in respect of their subject matter.

24. Acknowledgement

By registering with Green Minds, accepting an Engagement, or participating in any Project, you acknowledge that you have read, understood and agreed to these Partner Terms of Service.

Green Minds LLC

For any questions concerning these Terms, please contact us at legal@greenmindsinsights.com.