



TERMS AND CONDITIONS OF ETR CONNECT ("TERMS AND CONDITIONS")

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY.

By accepting these terms and conditions ("Terms & Conditions"), or providing any services to Aptiviti, Inc. ("ETR" "we" and "us") or its clients, you (the "Advisor") agree that these Terms & Conditions govern your participation in the ETR Connect expert network ("ETR Connect").

OVERVIEW AND ACTIVITIES

ETR Connect is comprised of professionals and consultants in various industries and specialties who educate and share insights with financial and business leaders, professionals, and other organizations (individually, "Client," and collectively, "Clients").

ETR provides opportunities for Advisors to connect with Client(s) to participate in consultation projects via telephone (hereinafter referred to as "Projects").

MEMBERSHIP POLICIES

As an Advisor, you will be an independent contractor, and not an employee, of ETR. You will have no authority to act on behalf of ETR or the Clients. You will not be eligible for any ETR or Client employment benefits based on your participation in ETR Connect and you shall not identify any Client or ETR as your employer. You agree that you are joining ETR Connect in your individual capacity and not as a representative of any other company or organization, except as otherwise agreed in writing between such organization and ETR.

You may only join ETR Connect if you are permitted to do so and have obtained all necessary consents or waivers. Prior to joining ETR Connect you must review employment agreements, employee manuals, codes of conduct, consulting agreements and other similar policies and agreements, (if any), to which you are a party to ensure you are allowed to participate in ETR Connect. You should also consider contacting appropriate persons within the firm(s) you have consulted for or your organization (if applicable) to confirm that your participation is permissible and to receive any consents required. It is your responsibility to determine whether it is appropriate for you to join ETR Connect. You will be free to start or cease performing services at any time.

If you are unsure about your ability to comply with these Terms & Conditions, then you must decline to participate in ETR Connect.

In addition to accepting and abiding by these Terms & Conditions, you will be required to complete the ETR Connect MNPI Training Module.

While there may be many limitations on the scope of your participation and subjects you may discuss depending upon your particular circumstances, you specifically agree that at a minimum you shall not do any of the following at any time in connection with a Project or otherwise in connection with your participation in ETR Connect:

- Disclose material, nonpublic information about a public company;
- Disclose information that you have a duty or have agreed to keep confidential (e.g., by agreement, employer policy, fiduciary duty, NDA, etc.);
- Disclose information that you obtained from any person who expects you to keep it confidential or that you believe to be confidential;
- Participate in any Project if doing so would violate applicable law or any agreement with -- or other obligation to -- any person, employer, former employer or other entity;
- Disclose any trade secrets or other proprietary information not owned solely by you;
- Consult for Clients you reasonably believe to be competitors of the company that employs you or on whose board of directors you serve; or
- Give investment advice, including without limitation, rating or recommending any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security.

You further agree that:

- if you are an employee or director of a company, you will decline to participate in Projects where the topic is that company, and that you will not discuss or disclose information about that company, such as its performance, strategy, or products, without the express written consent of the company;
- if you are an auditor or former auditor, you will not consult about organizations that you currently audit or have audited in the last three years;
- if you have worked in the accounting or finance department of a company within the last six months, you will not discuss accounting or financial issues relating to that company or its affiliates;
- if you are a director, officer or other employee of an entity issuing securities in an initial public offering (IPO), you will decline all Project invitations until the commencement of such offering;
- if you are a director, officer or other employee of an entity that has made or is the subject of a tender offer, or you are at an entity that has acted on behalf of

- such a company in connection with such tender offer, you will decline all Project invitations while the tender offer process is taking place;
- if you are a lawyer, you will not give legal advice in connection with a Project and will not establish an attorney-client relationship with Clients through Projects; and
 - if you are an employee or agent of a public international organization (e.g., WHO, World Bank, United Nations, etc.) or government owned/controlled organization or are a government official or government agency official, member of party, or candidate, whether in the U.S. or elsewhere, you will not discuss legislation, regulation, policy, contracts or other business that you are in a position to vote upon or otherwise influence.

You further represent that you have not been included on the Excluded Parties List System maintained by the GSA or the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar list, domestic or foreign, and if your status shall change with respect to this representation, you shall immediately notify ETR of such event.

If you become concerned with the nature of any inquiry or Project by a Client, you must discontinue your participation and notify ETR immediately by emailing connect@etr.ai.

You agree to cooperate fully in any ETR inquiry concerning actual, alleged, or potential violations of or compliance with these Terms & Conditions, including but not limited to providing documentation to support the services you provided, in connection with any government investigation and/or with respect to payment issues.

ASSIGNMENT, ACCEPTANCE & SCOPE OF PROJECTS

Your participation in Projects is always at your discretion. ETR makes no representation regarding the frequency, quantity or type of invitations to Projects you will receive or in which you will be chosen to participate. Unless otherwise agreed in writing by ETR or as otherwise stated in any Project invitation, you will only be compensated for the time you spend interacting with Clients on Projects at your agreed rate and you will not be compensated for preparation time, wait time or time set aside if a Project with a Client does not occur. You may not assign Projects or delegate any portion of your work thereon to others (including without limitation to any other employees of your firm) without ETR's prior written consent.

All interactions must be set up through ETR or its systems. If a Client contacts you without having arranged the Project through ETR, and you consult with the Client, you are not eligible for payment from ETR, even if the call is a follow-up to a recent Project that was arranged through ETR.

PAYMENT TO ADVISORS

Advisors will be paid based on their hourly rate. Further information regarding payments can be found at *ETR Connect Advisor Information and Payment*.

Advisor may terminate any Project at any point where they reasonably believe that a question raised seeks to elicit an answer that may cause them to violate a duty of confidentiality owed to a third party, disclose material non-public information, or otherwise cause a violation of these Terms & Conditions.

Payment shall only be made in U.S. currency. For Advisors based outside of the U.S., please take this fact and exchange rates into consideration in setting your hourly consultation rate.

NON-SOLICITATION OF CLIENTS

Membership in ETR Connect is non-exclusive, and there is no minimum time commitment. As a condition of participation in ETR Connect, for Clients to whom you have been first introduced through ETR, you agree not to knowingly solicit Projects from or propose or agree to any kind of consulting or employment arrangement with such Clients without written permission of ETR for a period of one year from the most recent Project with or introduction to such Client.

LICENSE

Content you create independently of, or prior to, any Project ("Retained Content") remains your property and you retain all rights, title and interest in and to such Retained Content; however, you grant the Client a perpetual, world-wide, royalty-free, and transferable license to use any Retained Content included in any Project. Without limiting the foregoing, you agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any Content you transmit to that Client for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Content and information you create for a Client in the course of a Project, and all intellectual property rights in such inventions, discoveries or improvements, shall be owned entirely by and shall be proprietary to the Client.

PRIVACY POLICY

Confidentiality of ETR and Client Information

While you participate in ETR Connect and thereafter, you agree not to disclose or to attempt to use or personally benefit from any Confidential Information that is disclosed to or known by you because of your participation in ETR Connect until such time as the Confidential Information has become publicly available through no

action of your own, except to the extent required by law or as expressly permitted by ETR for the purpose of facilitating a particular Project. Confidential Information shall include: (1) the identity of Clients (e.g., do not list Clients on your resume or website); (2) information about Projects; (3) information about any actual or potential business, investment or trading decisions or transactions of any Client; or (4) any other confidential information of ETR or its Clients. If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Confidential Information to anyone other than ETR, you will promptly and diligently notify ETR, unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with ETR in protecting such information to the extent possible under applicable law.

Notwithstanding the foregoing, if and only to the extent necessary, you may disclose the general topic and Client description to secure any required third-party consent to your participation in ETR Connect or in a Project prior to accepting an invitation for that Project.

Note that your obligations not to use or personally benefit from Confidential Information as set forth above prohibit you from using information you learn during a Project to trade securities or make personal investment decisions.

RELIANCE BY CLIENTS

These Terms & Conditions are intended to benefit Clients and enable Clients to satisfy themselves that all Projects will be carried out in accordance with these Terms & Conditions and applicable laws and will not, among other things, lead to the improper disclosure of confidential information, including material non-public information. Clients may from time to time request that you confirm any part of these Terms & Conditions, and any additional terms or compliance policies required by Clients as a condition to your participation in a Project. You understand that other ETR Connect participants, each Client, and the person with whom you may engage in any Project is an intended beneficiary of these Terms & Conditions and the covenants and agreements made by you hereunder, and that Clients, as third-party beneficiaries of these Terms & Conditions, have the right to enforce your compliance with these Terms & Conditions.

AGREEMENT DETAILS

Right to Injunction/Limitation on Liability

In the event that you breach, or threaten to breach, these Terms & Conditions, the Clients and/or ETR's remedies at law will be inadequate and that Clients and/or ETR will be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

In no event shall ETR be liable to you or any other party for any damages resulting from or relating to your participation in ETR Connect, the performance of any services by you as an Advisor, or the business operations of ETR, including without limitation for any incidental, consequential, punitive or special damages regardless of the theory of liability and even if ETR was informed of the possibility of such damages. ETR agrees that for its part it shall not seek to impose on Advisor any liability for damages based on your performance of services hereunder as an Advisor, including without limitation for any incidental, consequential, punitive or special damages, unless such damages relate to or arise out of the failure of the Advisor to comply with these Terms & Conditions, including the guidelines and restrictions contained herein, or conduct or activity by the Advisor that constitutes gross misconduct. You are solely responsible for your actions. ETR shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

Arbitration

Any dispute, controversy or claim, whether in tort, contract or otherwise, that arises from or relates to these Terms & Conditions, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association (the "AAA") as in effect from time to time. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be New York City. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitration shall not be deemed a waiver of ETR's right to seek injunctive relief in any court of competent jurisdiction as provided for in these Terms & Conditions. Each party will be responsible for its own legal fees, and the arbitrator may include the payment of attorneys' fees or expenses as a part of any award. Arbitrations arising from the same or related claims may be consolidated in one arbitral proceeding.

Governing Law

These Terms & Conditions, as well as any claims arising from or related thereto the Advisor's participation in ETR Connect, whether in tort, contract or otherwise, are governed by New York Law without regard to New York's choice of law rules.

Severability

The invalidity or unenforceability of any provision of these Terms & Conditions shall not for those reasons alone affect the validity or enforceability of any other provision of these Terms & Conditions.

Survival of Certain Provisions

The provisions of the sections (including subsections) of these Terms & Conditions entitled Non-Solicitation of Clients, License, Privacy Policy, Confidentiality of ETR and Client Information, Reliance by Clients, and Agreement Details shall survive any termination or expiration of these Terms & Conditions.

Termination

You have the right to withdraw from ETR Connect at any time upon written notice to ETR, and ETR has the right to terminate or limit your membership in ETR Connect at any time and for any reason.

By signing these Terms & Conditions, you acknowledge that you are making express representations to ETR and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.

Version Date: June 1, 2021

End of Terms & Conditions