

Lynk Answers Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS CUSTOMER’S ACQUISITION AND USE OF SERVICES BY THE STRAITS NETWORK LIMITED, WHICH TRADES UNDER THE BRAND NAME “LYNK” (“**SERVICE PROVIDER**” OR “**LYNK**”). CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF LYNK SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Lynk’s direct competitors are prohibited from accessing the Services, except with Lynk’s prior written consent.

This Agreement was last updated on January 5, 2022. It is effective between Customer and Lynk as of the date of Customer’s accepting this Agreement (the “Effective Date”).

Service Provider and the Customer are each referred to herein as a “**Party**” and referred to collectively herein as the “**Parties**.”

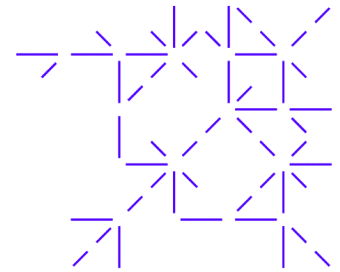
WHEREAS, Service Provider provides a knowledge management solution providing tools, services and access to a network of Experts with domain and subject matter expertise to assist the Customer with business enquiries, analysis and research in specific industry sectors;

WHEREAS, the Customer desires to have access to such knowledge management solution, the Experts and Research; and

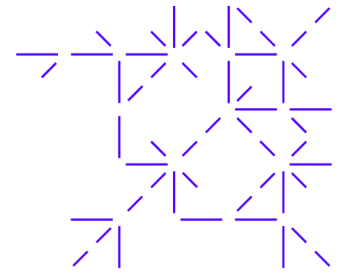
WHEREAS, Service Provider will provide the Customer access to such Experts and Research, solely in accordance with and subject to the terms, limitations and conditions set forth in this Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

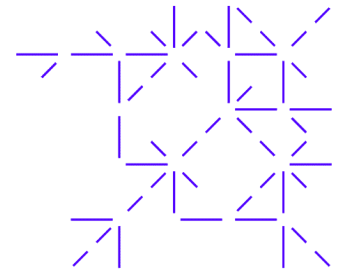
1. Definitions. For the purposes of this Agreement, the following terms will have the indicated meanings:



- a. “Affiliate” of a Party means a Party’s subsidiaries and parent company and any other person or entity directly or indirectly Controlling, Controlled by or under common Control with that Party, (but only for so long as Control exists), where “Control” of a person or entity means the possession, directly or indirectly, of the power to direct or cause the direction of the management, operating policies, or assets of that person or entity, by way of ownership of more than 50% of its voting or equity securities or assets.
- b. “Applicable Laws” means applicable statutes, laws, rules, regulations, codes, ordinances, releases, orders, declarations, directives, decrees, requirements and restrictions of any jurisdiction, government agency or instrumentality, regulator, exchange, market, ECN (electronic trading systems), ATS (alternative trading systems) or order matching system, or regulatory or self-regulatory agency, commission or organization.
- c. “Customer Confidential Information” shall mean any and all information disclosed by the Customer to Service Provider and/or Experts (whether before or after the Effective Date) which is non-public, proprietary or confidential in nature and derives value to the Customer from being confidential. Customer Confidential Information includes the existence and terms of this Agreement, any and all information disclosed during Customer Consultations, information regarding specific transactions or positions in investment securities, and all trade secrets and other confidential and/or proprietary information relating to the Customer, any of the Customer’s present or future Affiliates or any of its or their businesses, assets, finances, accounts, data, activities, plans, pricing policies, market activity, strategies, investors, Customers, customers (including, without limitation, investor, Customer and customer lists), licensors, service providers, technology, systems, analytics, software output or software, which has been or may be disclosed to Service Provider and/or Experts before or after the Effective Date. Customer Confidential Information may include material non-public information, which under relevant trading laws may impose restrictions under securities laws.
- d. “Customer Consultations” means consultations with one or more Experts which may take place remotely (including via the communications tool provided by the Service Provider, or by telephone, email or other electronic messaging), in person (including attendance at roundtable meetings and private meetings) and/or involve information in writing such as a report or participation in surveys within the scope pre-determined by Service Provider and the Customer and as set out in Order Form(s).
- e. “Customer Parties” shall mean, collectively, the Customer and its officers, directors and employees.
- f. A Party disclosing Confidential Information may be referred to as a “Disclosing Party.”
- g. “Experts” means those independent contractors and members of Service Provider’s network who have signed up to be Experts on the Lynk platform, and whom Service Provider may select to gather certain information and participate in Customer Consultations pursuant to this Agreement and Order Form(s) hereto, as may be modified or supplemented from time to time with the agreement of the parties.



- h. “Fees” are defined in Section 6(a) herein.
- i. “Losses” shall mean any and all losses, liabilities, damages, demands, claims (including without limitation taxes), suits, proceedings, costs, payments and expenses (including any and all reasonable attorneys’ fees, reasonable costs of investigation, discovery, litigation and settlement, interest and any judgments, fines and penalties).
- j. “Lynk Answers” means the Service Provider's online technology, tools and services along with Lynk’s proprietary network of Experts with domain and subject matter expertise designed to assist the Customer with business enquiries, analysis and research in specific industry sectors, and includes, without limitation, (i) the Service Provider's proprietary online knowledge management platform, and all ancillary services or functions that are made available by Service Provider through its website, and (ii) the Service Provider's proprietary communications tool (whether accessed via phone dial-in, web link, or a mobile application, or via messaging application, email or sms), and all ancillary services or functions that are made available by Service Provider through the communications tool.
- k. “Non-Customer Research” means (i) all Preexisting Work; and (ii) certain research products, documents, reports, software and/or other tangible work product produced by the Experts which are determined by the Parties to be outside the scope of this Agreement but which may be provided by the Experts to the Customer upon the latter’s request. These may include oral and written insights and opinions (including insights and opinions provided telephonically or through other electronic means, including email, messaging services or similar telecommunication tools).
- l. “Order Form” shall mean an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Service Provider or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- m. “Preexisting Work” shall mean any of the following: (i) all preexisting content, expression, materials, approaches, methodologies, technical expertise, skills, know-how, tools, processes, strategies and documentation, that Expert or Service Provider owns, develops or uses in its other projects independent of, and prior to the date Services commence pursuant to, this Agreement, and (ii) improvements upon the Expert’s or Service Provider’s methodologies, skills, processes and strategies, to the extent such improvements do not constitute, or form a part of, the Deliverables as explicitly stated in the applicable Order Form.
- n. A Party receiving Confidential Information may be referred to as a “Receiving Party.”
- o. “Representative(s)” means a Party’s officers, directors, employees, Affiliates, professional advisors and representatives.
- p. “Research” means certain research products, documents, reports, software and/or other tangible work product deliverables provided by the Experts to the Customer pursuant to this Agreement, and shall also include oral and written insights and opinions (including insights and opinions provided



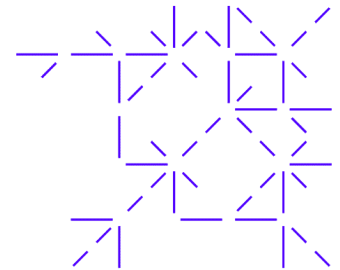
telephonically or through other electronic means, including email, messaging services or similar telecommunication tools). Research may relate to any of the following: companies, industries, economic factors and trends and/or other information, as set out in Order Form(s) hereto, as may be modified or supplemented from time to time with the agreement of the parties.

- q. “Service Provider Confidential Information” shall mean information disclosed by Service Provider to the Customer (whether before or after the Effective Date) which is non-public, proprietary or confidential in nature, derives value to Service Provider from being confidential, and which would be regarded as confidential by a reasonable business person. Without limiting the generality of the foregoing, Service Provider Confidential Information includes the existence and terms of this Agreement, and any and all trade secrets and other confidential and/or proprietary information relating to Service Provider, any of Service Provider’s present or future Affiliates or any of its or their businesses, assets, finances, accounts, data, activities, plans, pricing policies, market activity, strategies, investors, Customers, customers (including, without limitation, investor, Customer and customer lists), licensors, suppliers, service providers, technology, systems, analytics, software output or software, as well as the identity of the Expert(s) offering services and expertise on the Lynk platform (including their name, title and employer, if applicable), which has been or may be disclosed to the Customer before or after the Effective Date.
- r. “Service Provider Parties” shall mean, collectively, Service Provider and its officers, directors and employees.

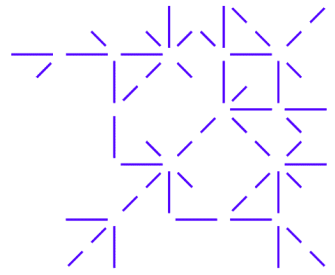
2. Services and Support

- a. Subject to the terms and conditions of this Agreement, Service Provider will provide Customer with the right to access and use Lynk Answers through the internet during the term of this Agreement for the purposes of providing the Services as specified in the Order Form(s), and only in accordance with Service Provider’s applicable user documentation (or other written instructions provided by the Service Provider). The Lynk Answers are subject to modification from time to time at Service Provider’s sole discretion, for any purpose deemed appropriate by Service Provider. Service Provider will use reasonable efforts to give Customer prior written notice of any such modification. For clarity, the Lynk Answers and the Services delivered by the Expert thereon are hosted by the Service Provider.
- b. Service Provider will undertake commercially reasonable efforts to make the Lynk Answers available at least 99.5% of the time, twenty-four (24) hours a day, seven (7) days a week in accordance with the SLA attached as **Exhibit A**. Notwithstanding the foregoing, Service Provider reserves the right to suspend Customer’s access to the Lynk Answers product: (i) for scheduled or emergency maintenance, or (ii) in the event Customer is in breach of this Agreement, including failure to pay any amounts due to Service Provider.

3. Provision of Research and Customer Consultations



- a. The Research or other deliverables to be provided by an Expert to the Customer pursuant to this Agreement shall be set out in the applicable Order Form(s), which may be amended from time to time by mutual agreement between the Parties.
- b. **Intellectual Property Rights.**
 - i. The Parties agree that all title, interest and rights (including copyright and other intellectual property rights) in (a) any Research, and (b) all other works or deliverables pursuant to, arising directly out of or in connection with this Agreement, except all Non-Customer Research, shall vest in and belong to the Customer. Except as expressly set forth herein, Service Provider alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Lynk Answers or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Service and/or the Software, which are hereby assigned to Service Provider. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service or Software, or any intellectual property rights related thereto.
 - ii. All Non-Customer Research will continue to belong to the Service Provider or the Expert, as the case may be.
 - iii. Service Provider grants to the Customer a perpetual, non-exclusive, non-transferable, non-sublicenseable right and license to receive, copy and use any Non-Customer Research provided by the Experts to the Customer and included within the Research solely in accordance with and subject to the terms, limitations and conditions herein and solely for the Customer's own commercial use as specified in the intended use and scope of the Lynk Answers product as set forth in the applicable Order Form(s). The Customer warrants and represents that, except as permitted herein, the Customer shall not copy, display, disclose or distribute to third parties, in any form, Non-Customer Research, in whole or in part, without the prior written consent of Service Provider, provided, however, that the Customer may disclose or distribute the Non-Customer Research to third parties verbatim as provided by Service Provider solely to the extent necessary to comply with any Applicable Laws. Any permitted distribution or disclosure of Non-Customer Research by the Customer to any third parties shall (to the extent permitted by Applicable Laws) be subject to the relevant terms of this Agreement, and the Customer shall at all times use Service Provider's name or trademark to identify the distributed or disclosed Non-Customer Research.
 - iv. Access to the Lynk Answers may require the Customer to install certain software applications. Customer agrees to be bound by any End-User Software Agreements that govern the installation and use of such Customer software applications. If Service Provider authorizes Customer to distribute any such application to its end user content customers ("**End Users**"), Customer may



do so only after effectively binding such End Users to the applicable End-User Software Agreements provided by Service Provider for the benefit of Service Provider.

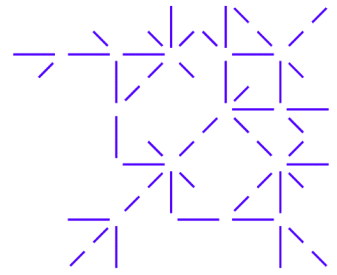
c. Customer Consultations

- i.** Customer Consultations may take place remotely (including by telephone, email or other electronic messaging), in-person (including attendance at roundtable meetings and private meetings), and/or involve information in writing such as a report or participation in surveys within the scope pre-determined by Service Provider and the Customer.
- ii.** Service Provider will instruct Experts participating in Customer Consultations (a) to comply with all applicable securities laws; (b) to not disclose material non-public information to Customer; and (c) to ensure that the Customer does not receive material non-public information from the Experts in the course of a Customer Consultation.
- iii.** Service Provider shall take all commercially reasonable efforts to ensure that Experts who participate in Customer Consultations (a) do not contact the Customer, at any time, without the Service Provider's consent, regarding any Research, services or other applicable industry information outside this Agreement or any Customer Consultation; and (b) do not disclose this Agreement, the existence of any Customer Consultation or Research provided to the Customer with any person other than the Customer or its Affiliates.
- iv.** Service Provider shall ensure, to the best of Service Provider's knowledge, that the names of the Experts' past employers and associations as provided by the Experts to Service Provider are disclosed to the Customer before the Experts participate in any Customer Consultation.

4. Notifications

- a.** The Customer warrants and represents that it shall promptly notify Service Provider if it becomes aware of any unauthorized use, access to, or redistribution of any Research.
- b.** The Service Provider warrants and represents that it shall promptly notify the Customer if it becomes aware of any instance in which material non-public information regarding any company has been shared with the Customer by the Expert.
- c.** Service Provider will promptly notify the Customer if it becomes aware that a conflict of interest arises at any point during a Customer Consultation.

5. Term and Termination

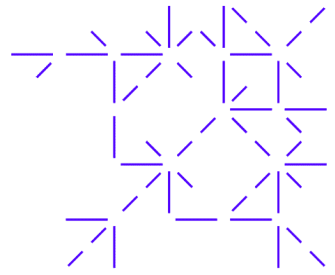


- a. **Term.** This Agreement shall commence as of the Effective Date and shall continue in force unless otherwise terminated pursuant to this section.
- b. **Termination.**
 - i. Either Party may terminate this Agreement on written notice if the other Party breaches any material term of this Agreement and such breach continues uncured for a period of five (5) business days after written notification thereof is provided by the non-breaching Party.
 - ii. Either Party shall have the right to terminate this Agreement immediately in the event that the other Party attempts to assign or otherwise transfer its rights hereunder in violation of the terms and conditions of this Agreement.
 - iii. Either Party shall have the right to terminate this Agreement immediately in the event that the other Party ceases to conduct business in the normal course, becomes insolvent, makes an assignment for the benefit of its creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding, under any Applicable Laws relating to bankruptcy or insolvency.
 - iv. In the event either Party becomes subject to an investigation or other legal proceeding, or is reported to have engaged in an activity of a nature which is reasonably considered by the other Party to have the potential to damage the other Party's goodwill, reflect negatively upon its name, reputation or standards, cause a loss of public confidence or other negative consequences, such other Party shall have the right to cease its performance and terminate this Agreement immediately, upon notice.
 - v. Upon termination of this Agreement by either Party, the Customer remains liable for payment of all outstanding charges for all Research and Customer Consultation services provided to the Customer by the Service Provider. Service Provider shall invoice the Customer within five (5) days of the termination of this Agreement. All invoices are payable by the Customer within ten (10) days of the date of such invoice.

6. Fees and Terms of Payment

- a. **Fees.** The Fees payable by the Customer for the Customer Consultation, Research, or any other product or service to be provided by Service Provider (or any Experts) to Customer under this Agreement (referred to collectively herein as the "**Fees**") are set forth in the applicable Order Form(s). All Fees will be charged to the Customer in the mode/manner described in the applicable Order Form(s) or as otherwise mutually agreed to in writing at the time upon acceptance of each Proposal.

In addition, if an Expert is offered employment through a contract of services or otherwise by the Customer as a result of Customer Consultations or participation in activities arranged by the Service Provider, Service Provider imposes no restrictions and will be entitled to payment from the Customer



of a sum equivalent to 20% of the Expert's first year compensation (including base salary, guaranteed bonus, commission), or as otherwise agreed to in writing between Customer and Service Provider.

- b. Invoices.** Service Provider shall invoice the Customer from time to time for the Fees due for Research and Customer Consultation services payable under the applicable Order Form(s). All invoices are payable by Customer within fifteen (15) days of the date of such invoice. All fees will be specified in United States Dollars (USD), and invoices will be paid in this currency unless otherwise agreed in writing by the Service Provider and Customer.
- c. Taxes.** Fees do not include, sales, value added, use, withholding and other taxes now or hereafter levied or imposed on the Customer Consultation provided hereunder. The Customer shall pay such taxes, other than income taxes, in full, or provide to Service Provider an acceptable and valid tax exemption certificate, or reimburse Service Provider in full for any such taxes paid by Service Provider.

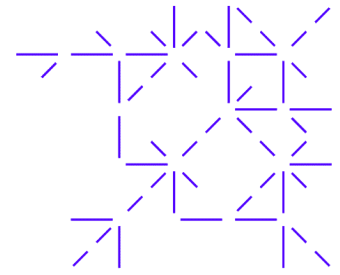
7. Mutual Representations

Each Party hereby warrants and represents to the other Party that such Party's execution, delivery and performance of this Agreement and general engagement in a business relationship does not and will not (i) conflict with or violate any law or governmental order in any jurisdiction that is applicable to such Party, including, but not limited to, laws regarding insider-trading, anti-bribery and anti-corruption, and other regulatory and legal frameworks; and (ii) conflict with or require any consent under any contract, license, permit, franchise or other agreement to which it is a party.

8. Customer Representations

Without limiting the representations made in Sections 7 or the obligations set forth in Sections 3(b)(iii) or 10(g), the Customer warrants and represents that at all times during the term of this Agreement it shall: (i) ensure that all persons who receive access to any Research from the Customer Consultation or through the Customer and/or its Representatives are aware of and comply fully with all of the requirements and restrictions set forth herein relating to the Research and the use, access, and redistribution thereof, and all Applicable Laws; (ii) ensure that all persons who receive access to any Research from the Customer Consultation or through the Customer and/or its Representatives that includes Non-Customer Research shall not edit, translate, alter, change or modify the Non-Customer Research in any way without Service Provider's prior written consent, provided, however, that the Customer may edit, translate, alter, change or modify portions of the Non-Customer Research in the course of preparing reports for its Customers, subject to compliance with Section 3(b)(iii); and (iii) at all times, be in compliance with the requirements, including all disclosure requirements, applicable to it under Applicable Laws.

9. Service Provider Representations

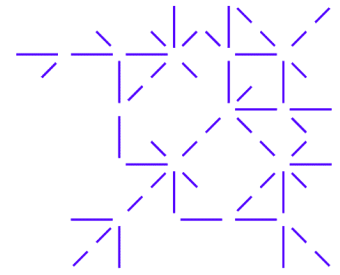


Without limiting the representations made in Section 7, Service Provider warrants and represents as follows:

- a. The Lynk Answers product, together with the performance of the services hereunder, use of the Research, participation in Customer Consultations, and the Customer's exercise of the rights granted to the Customer hereunder, do not and will not to the best of Service Provider's knowledge and belief, infringe, misappropriate or conflict with any intellectual property right of any third party.
- b. Service Provider shall take all commercially reasonable efforts to ensure that Experts do not (i) share or distribute material non-public information hereunder regarding any companies; and (ii) provide confidential, proprietary or trade secret information in the Customer Consultations that may infringe, misappropriate or conflict with any intellectual property right of any third party. No confidential, proprietary or trade secret information that will be used in the Research will have been misappropriated from any third party. Service Provider will take no action which will cause Service Provider or the Customer to violate any applicable laws.
- c. Service Provider has obtained and possesses any and all necessary rights and consents to provide the Lynk Answers product and perform the services and obligations hereunder, including the right to grant the Customer the rights granted hereunder.
- d. Service Provider shall further take all commercially reasonable efforts towards ensuring that Experts who participate in Customer Consultations are not in violation of any contract or law, including any federal or state securities law.
- e. Service Provider will procure Experts that are participating in Customer Consultations to agree that they will, in the course of any Customer Consultation, (a) comply with all Applicable Laws; (b) adhere to any applicable confidentiality requirements, particularly with respect to Customer Confidential Information; (c) ensure that he/she does not breach any intellectual property rights of the Customer, Service Provider, or any third party; and (d) comply with all applicable Customer policies notified to the Expert in writing.

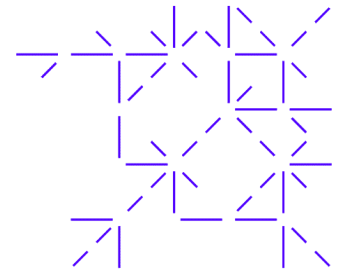
10. Additional Obligations of the Parties

- a. Customer will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Lynk Answers product or any software, documentation or data related thereto ("**Software**") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); (ii) modify, translate, or create derivative works based on the Lynk Answers product or related software; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Lynk Answers product or related software for timesharing or service bureau purposes or for any purpose other than its own use for the benefit of End Users; or (v) use the Lynk Answers product or related software or any data for any purpose other than Customer's internal use in accordance with this Agreement and in compliance with all applicable laws



and regulations (including but not limited to any European privacy laws, intellectual property, consumer and child protection, obscenity or defamation).

- b. Customer will be responsible for maintaining the security of the Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account with or without Customer's knowledge or consent
- c. Customer further acknowledges, agrees to and is bound by the Privacy Policy and Communications Tool Agreement on Service Provider's website (as they may be updated from time to time), except to the extent expressly and directly in conflict with the terms hereof.
- d. Customer acknowledges and agrees that Lynk Answers operates on or with or uses application programming interfaces (APIs) and/or other services operated or provided by third parties ("**Third Party Services**"). Service Provider is not responsible for the operation of any Third Party Services nor the availability or operation of Lynk Answers to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Service Provider does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.
- e. Both Parties shall at all times during the term of this Agreement take commercially reasonable efforts to ensure that its officers, directors, employees, and Affiliates comply fully with all of the requirements and restrictions set forth herein relating to the use, access, and distribution of the Confidential Information, and all Applicable Laws.
- f. Service Provider shall at all times during the term of this Agreement take commercially reasonable efforts to ensure that the Experts that participate in Customer Consultations have never been (i) convicted of a felony; or (ii) the subject of an investigation by a securities regulator or other regulatory authority or a defendant in any proceeding where fraud or violation of laws or regulations including the taking of a false oath, the making of a false report, perjury or bribery or conspiracy to commit any such offense is alleged. Such Experts shall agree with Service Provider not to provide any information that would cause Service Provider or the Customer to violate their respective obligations under this Agreement, any Applicable Laws or the rights of any third parties. Service Provider shall take commercially reasonable efforts to ensure that Experts do not breach their obligations under such agreements and will provide assistance to the Customer in responding to any regulatory inquiries relating to whether information provided hereunder was in violation of any representations set forth herein.
- g. Customer shall at all times during the term of this Agreement ensure that all persons who receive access to any Research from the Customer Consultation or through the Customer and/or its Representatives, including without limitation Customer's Representatives and its own Customers and customers that may attend a Customer Consultation or receive access to any Research (collectively,

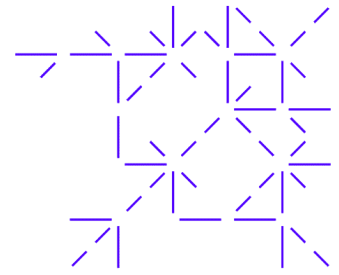


the “Customer Research Recipients”) are aware of and comply fully with all the requirements and restrictions set forth herein relating to the Research and the use, access and redistribution thereof, and all Applicable Laws (including without limitation all applicable anti-bribery and anti- corruption laws). Customer shall further ensure that all Customer Research Recipients are contractually bound by terms and conditions no less strict in respect of the confidentiality, use, access, redistribution, restrictions substantially of Research and Customer Consultations as are provided for in this Agreement. Customer understands and agrees that Service Provider is an intended third-party beneficiary of the obligations set forth in this Section 10(g), and that Service Provider, as a third-party beneficiary, has the right but not the obligation to directly enforce the obligations set forth in this Section 10(g) against Customer Research Recipients. Customer shall use commercially reasonable efforts to procure that each Customer Research Recipient acknowledges and agrees to be bound by the terms of this Section 10(g) and that Service Provider has the right but not the obligation to enforce directly against such Customer Research Recipient. Customer shall not disclose the identity (including name, title and employer) of any Expert(s) in the course of distributing the Research or Non-Customer Research to any third party without the prior written consent of the Service Provider.

- h. The Parties shall cooperate with one another and each Party shall afford the other any reasonable assistance in connection with this Agreement that the other Party may require in a timely manner.
- i. Service Provider will provide the Customer a log of all previous Customer Consultations within five (5) business days of the Customer’s request for such a log.
- j. Once Service Provider has provided the Customer with information on the Experts, or has made the introduction to connect the Customer and the Experts, the Customer shall not contact or otherwise communicate with the respective Experts without having arranged the interaction through Service Provider. This provision applies to phone consultations, in-person meetings, or short/long term consulting assignments. This provision applies to all follow-up inquiries related to past Customer Consultations.

11. Limitation on Liability

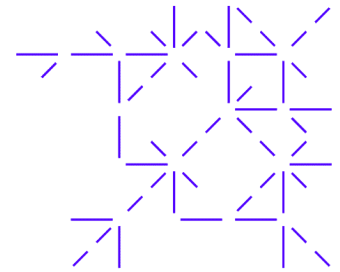
- a. In no event shall either Party be liable to the other Party or any third party for any special, incidental, indirect, punitive, exemplary or consequential damages (including without limitation any loss of profits, loss of business or anticipatory profits, loss of use, loss of revenue, loss of goodwill, or any interruption of business), whether based on breach of contract, tort (including negligence) or otherwise, whether or not such Party has been advised of the possibility of such damage. The liability of either party for damages or alleged damages hereunder, whether in contract, tort or any other legal theory, is limited to, and shall not exceed, an amount equal to the sum of the payments made or are payable by the Customer to Service Provider in connection with the services with respect to which the liability arises.
- b. The Parties acknowledge and agree that the Service Provider provides a platform for Customer to access subject matters experts in a number of fields, and that such platform constitutes the core of



the Lynk Answers product and the services being performed by the Service Provider under this Agreement. In no event shall Service Provider be liable to the Customer for any fraud or willful neglect on the part of any of its Experts, or any breaches of any Agreement entered into directly between the Expert and the Customer. The Customer Consultations, Research, and any other products or services provided by Experts to Customer are provided on an “as is” basis, and Service Provider fully disclaims all liability regarding the truth, adequacy, originality, accuracy, timeliness, completeness, reasonableness, non-infringement, suitability, satisfactory quality, merchantability or fitness for any particular purpose of all such Customer Consultations, Research, products or services.

12. Confidentiality and Non-Disclosure

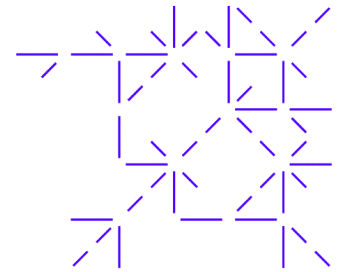
- a. **Non-Disclosure and Non-Use of Confidential Information.** The Customer acknowledges and agrees that all Service Provider Confidential Information is and will be the sole confidential property of Service Provider. Service Provider acknowledges and agrees that all Customer Confidential Information is and will be the sole confidential property of the Customer. In addition, without written authority from the Disclosing Party to do so, the Receiving Party shall not and shall ensure that its Representatives do not: (i) use any Confidential Information except as necessary to carry out its obligations hereunder; or (ii) disclose to any person or entity any Confidential Information, except disclosures to employees of such Receiving Party who need to know such Confidential Information in order for such Receiving Party to carry out its obligations set forth in this Agreement. The Receiving Party shall and shall ensure that its Representatives safeguard the confidentiality of the Confidential Information using at minimum, the same degree of care that it uses in protecting its own confidential and proprietary information, but no less than a reasonable degree of care. The Receiving Party remains responsible to the Disclosing Party for any breach of this Agreement by the Receiving Party's Representatives.
- b. **Exceptions.** Any confidentiality obligations in this Agreement shall not apply to Confidential Information that: (i) has been voluntarily disclosed to the public by the Disclosing Party; (ii) otherwise entered the public domain through lawful means and not due to any unauthorized act of the Receiving Party; (iii) can be demonstrated to have been disclosed to the Receiving Party by a third party on a non-confidential basis and which the Receiving Party reasonably believes is without a breach of an obligation of confidentiality; (iv) can be demonstrated to have been known by the Receiving Party prior to its receipt from the Disclosing Party; (v) can be demonstrated as developed by the Receiving Party independently without reference to or reliance upon any disclosures of such information previously made by the Disclosing Party to the Receiving Party; (vi) is disclosed with the Disclosing Party's prior written consent; or (vii) is required to be disclosed by the Receiving Party by any applicable laws or government or regulatory authorities, or in connection with any legal or other proceeding involving Service Provider and/or the Customer (or their Representatives) (whether or not such proceeding involves any third parties) relating to the Research or this Agreement, provided that the Receiving Party first gives detailed written notice thereof to the Disclosing Party as soon as possible prior to such disclosure, unless such notice would be unlawful, and the Receiving Party takes responsible and lawful action to avoid and/or minimize such disclosure.



- c. **Notice Obligation.** The Receiving Party agrees to notify the Disclosing Party in writing of any misuse or misappropriation by it or any of its current or former Representatives of Confidential Information of the Disclosing Party which may come to its attention.
- d. **Notification and Cooperation.** The Customer warrants and covenants that it will notify Service Provider promptly if it becomes aware of any unauthorized use or distribution of the Research. Each of the Parties warrants and covenants that it will notify the other Party promptly if it becomes aware of any unauthorized use or distribution of the names, trademarks, logos, symbols or service marks or of any infringement or threatened infringement of any right of the other Party or the other Party's Affiliates and will cooperate with the other Party in taking the reasonable steps necessary to prevent and remedy any of the foregoing.
- e. **Return of Materials.** Upon the written request by a Disclosing Party, the Receiving Party agrees to promptly delete and/or destroy or return to the Disclosing Party all stored Disclosing Party Confidential Information or Disclosing Party Confidential Information otherwise in its possession, custody or control or media provided by the Disclosing Party on which any of the Disclosing Party's Confidential Information may be recorded, along with any and all copies thereof, with the exception of any such copies as such Receiving Party is required to retain by its record retention policies and procedures which have been implemented under the provisions of Applicable Laws.
- f. **Injunctive Relief.** The Receiving Party acknowledges that the use or disclosure of any Confidential Information of the Disclosing Party, in a manner inconsistent with this Agreement may cause the Disclosing Party irreparable damage, and that monetary damages alone may not be an adequate remedy for such breach. Accordingly, the Disclosing Party shall be entitled to seek, without the necessity of posting any bond, equitable and injunctive relief to prevent such threatened or actual unauthorized use or disclosure, and to such damages as are occasioned by such threatened or actual unauthorized use or disclosure.

13. Personal Data

- a. For purposes of this Agreement, "Personal Data" shall mean information provided to Service Provider by or at the direction of Customer, or to which access was provided to Service Provider by or at the direction of Customer, in the course of Service Provider's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Customer's business contact information is not by itself deemed to be Personal Data.



- b. The Parties agree to comply at all times with all Applicable Laws relating to data protection or privacy in respect of any personal data that it collects, stores, or processes in connection with this Agreement, including without limitation the Personal Data of any relevant Experts.
- c. If Service Provider processes any Personal Data on Customer's behalf in the course of this Agreement, the Parties record their intention that Service Provider shall be Customer's data intermediary. In this regard, Customer agrees to the following:

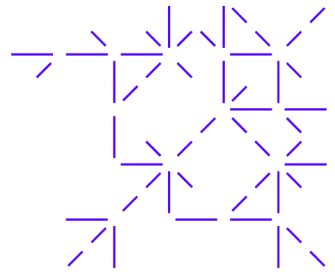
 - i. That the Personal Data may be transferred or stored outside the jurisdiction in which Service Provider had received the personal data for the purposes of Service Provider performing its obligations under this Agreement. This includes without limitation any transfers to Service Provider's Affiliates, agents or third party service providers;
 - ii. Customer shall ensure that Service Provider may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf. This includes without limitation Customer procuring all necessary permissions, authorisations, consents and/or licenses to use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf; and
 - iii. Customer shall ensure that the individuals whose Personal Data is being transferred overseas have been informed of, and have given their consent to, such use, processing, and transfer as required by any and all Applicable Laws relating to data protection or privacy.

14. Relationship Between the Parties

There is no joint venture, partnership, agency or fiduciary relationship existing between Service Provider and the Customer, and the Parties do not intend to create any such relationship by this Agreement other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The Customer shall not have any right or authority to create or assume any obligations whatsoever whether express or implied in the name of or on behalf of Service Provider or to bind Service Provider in any manner whatsoever.

15. Notice

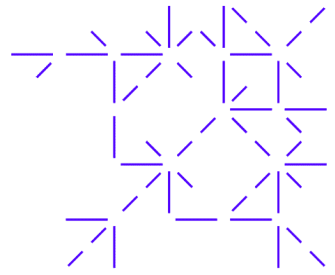
Except as otherwise set forth in this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgements and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when sent by reputable prepaid express delivery service or certified mail, return receipt requested, or by recognized expedited courier, or facsimile, to the addresses provided by each Party on the Order Form, unless a Party hereto notifies the other Party of a different address.



16. Miscellaneous

- a. **Entire Agreement and General Provisions.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written arrangements, representations or understandings relating thereto. Section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement. Words importing the singular shall, where applicable, include the plural and vice versa, and words importing the masculine gender shall, where applicable, include the feminine and neuter genders. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.
- b. Neither the rights nor the obligations of Customer under this Agreement may be assigned, transferred, sub-contracted, or otherwise disposed of, in whole or in part, without the prior written consent of the Service Provider. For the avoidance of doubt, Service Provider may assign, transfer or subcontract any of its rights and obligations under this Agreement.
- c. **Amendments.** Any amendment or waiver hereof must be in writing and signed in ink by the Party against whom the amendment or waiver is charged. Notwithstanding the generality of the foregoing and addition thereto, no shrink-wrap, click-through or similar agreement relating to the subject matter of this Agreement (including the Research) shall be of legal effect unless duly and manually signed with ink by Service Provider.
- d. **Force Majeure.** A Party shall be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond its reasonable control, including acts of God, fires, explosions, wars or other hostilities, insurrections, revolutions, earthquakes, floods, epidemics or quarantine restrictions, or unforeseeable governmental restrictions or controls (each, a “**Force Majeure Event**”). In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay; provided, that such Party shall immediately notify the other Party as soon as possible in writing and regularly update the other Party as to the anticipated scope and duration of the delay and shall use commercially reasonable efforts to resume performance as soon as possible.
- e. **Non-waiver.** No failure or delay on the part of any Party in exercising any right or remedy provided in this Agreement shall operate as a waiver thereof.
- f. **Governing Law and Venue.**

Notwithstanding anything set forth in this Agreement, this Agreement shall be governed by and construed in accordance with the laws of Ireland. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved before, and each party hereby submits to, the exclusive jurisdiction of the courts in Dublin, Ireland. Each party hereby waives any claim or defense that the forum agreed in this clause is



not convenient or proper. Each Party waives any right to trial by jury with respect to any dispute, suit, action or proceeding arising out of or relating to this Agreement or otherwise relating to the relationship of the Parties, whether in contract, tort or otherwise.

- g. Severability.** In the event any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement will remain in full force and effect and the unenforceable provision(s) shall be automatically amended to the extent necessary to make it valid, enforceable and legal, provided that any such amendments shall most closely reflect the intent and purpose of the original provision.
- h. Remedies Cumulative.** No specific remedy under this Agreement shall limit a Party's right to exercise all other remedies available to such Party under law, in equity or under this Agreement, and all such remedies shall be cumulative.
- i. Survival.** Sections 2, 3(b), 7, 8, 9, 10, 11, 12 and 16 and any other provisions of this Agreement that by their terms are perpetual or are otherwise intended to survive this Agreement shall survive the expiration or termination of this Agreement for any reason.

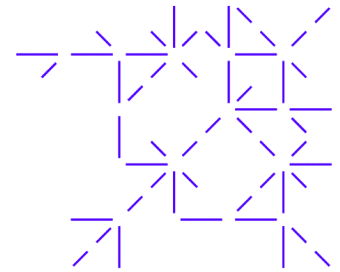


Exhibit A

Service Level Agreement

System Uptime

During the term of the Agreement, the Service Provider web interface will be operational and available to Customer at least 99.5% of the time in any calendar month (the “**Service Provider SLA**”).

The following definitions shall apply to the Service Provider SLA.

- “**Downtime**” means a time period when the web interface is unavailable for Customer to access the services defined in Order Form, excluding unavailability resulting from (a) scheduled maintenance, (b) a Force Majeure Event, (c) issues associated with Customer systems such as hardware, software, and network connections, or (d) acts or omissions of Customer.
- “**Monthly Uptime Percentage**” means total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month.
- **Exclusions.** The Service Provider SLA does not apply to any services that expressly exclude this Service Provider SLA (as stated in the documentation for such services) or any performance issues: (i) caused by an event beyond the Service Provider’s reasonable control or (ii) that resulted from Customer’s equipment or third party equipment, or both (not within the primary control of Service Provider).

Response Times

The Service Provider will make commercially reasonable efforts to quickly respond to client reported issues.

Target Initial Response Times:

Critical Severity: 2 hours

Halts Customer’s business operations and no procedural workaround exists.

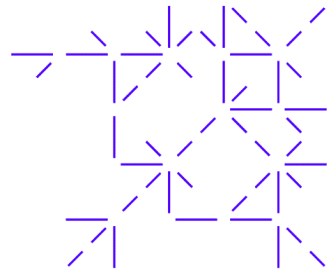
High Severity: 4 business hours

High impact to portions of Customer’s business operations and no procedural workaround exists.

Medium Severity: 16 business hours

Medium-to-low impact on Customer’s business, but Customer’s business continues to function, including by using a procedural workaround.

Low Severity: 5 business days



Low-to-no impact on Customer's business or the performance or functionality of the service.

The Service Provider will make commercially reasonable efforts to ensure that the support is available 24x7. Business hours are 9:00AM-6:00PM Eastern Time or another time zone mutually agreed between Service Provider and Customer based on client needs and support package purchased.

- **Support Specifics**

The support email address is support@lynkpeople.com. Please submit a case first via email to report an issue and share relevant error messages and technical information.

- **For Critical Severity issues**

Service Provider requests that Customer identify a dedicated point of contact who will be available until the issue is resolved