DATA TRANSMISSION AND ACCESS AGREEMENT

This Data Transmission and Access Agreement (this "***Agreement***") is made and entered into by and between Altruist Financial LLC ("***Altruist***") and the entity wishing to participate in the Data Transmission Services (as defined in Section 1 herein) ("***Vendor***").

WHEREAS, Altruist provides its web-based investment platform (the "***Platform***") to Client (as defined in Section 1 herein), a registered investment advisor that also acts as the introducing broker for Client's individual retail investor customers;

WHEREAS, Vendor has a separate, independent relationship with the Client pursuant to which Vendor provides its software for financial advisors (the "***Services***") to Client and/or its retail investor customers; and

WHEREAS, subject to the terms and conditions of this Agreement, Vendor desires to obtain, and Altruist desires to provide to Vendor, certain data and information relating to Client and/or Client's retail investor customers who have consented to the sharing of their data with Client's vendors such as Vendor ("***Retail Customers***").

NOW THEREFORE, and in consideration of the terms and conditions contained herein and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Altruist, Vendor and Client agree as follows:

1. **Definitions**.

1.1. "***Client***" means a registered investment advisor that: (i) is a client of both Altruist and Vendor, and (ii) has mutually agreed with Altruist to share with Vendor certain Client Data relating to that Client and/or that Client's Retail Customers.

1.2. "***Client Data***" means the data and information regarding Client and/or Retail Customers that Vendor obtains from Altruist through the Data Transmission Services. Client Data may include, without limitation, personally identifiable information ("***PII***") regarding Retail Customers.

1.3. "***Data Transmission Services***" means the mechanisms by which Altruist will make Client Data available to Vendor, and/or by which Vendor will, on behalf of a Client, make data available to Altruist (such as via file transfers sent or received by Vendor or via Vendor's use of Altruist's application programming interfaces ("***APIs***") that Altruist authorizes Vendor to use).

1.4. "***Altruist Proprietary Information***" shall mean any and all (i) information or documentation related to APIs, file layouts or formats, security controls, or protocols used by Altruist in connection with the Data Transmission Services or any of Altruist's software applications, systems or networks, (ii) other technical information or documentation pertaining to the Data Transmission Services or any of Altruist's software applications, systems or networks, (iii) passwords, access credentials, security or encryption keys, digital certificates, software programs or other information, devices or materials used in connection with the Data Transmission Services or used to gain access to, or to receive data from or exchange data with, any of Altruist's software applications, systems or networks, (iv) other technical, trade secret or business information including, without limitation, information pertaining to Altruist's products, services, business, financial affairs, technology or product plans, that, with respect to all of the foregoing, is disclosed to Vendor or any Representative or is otherwise obtained by Vendor or any Representative in any form (including, without limitation, in oral, written or electronic form) and in any media and (v) the terms of this Agreement.

1.5. "***Representative***" shall mean any direct or indirect parent, subsidiary or affiliated company of Vendor, or any employee, independent contractor, consultant, agent or other representative of Vendor.

2. <u>Retail Client Consent; Access to and Use of Client Data and Altruist Proprietary Information</u>.

2.1. ***Retail Customer Consents.*** Altruist has obtained from each Retail Customer such Retail Customer's consent to the sharing of their data with Client's vendors such as Vendor, for uses consistent with this Agreement. If any Retail Customer notifies Altruist that it is revoking such consent, then (a) the data related to such Retail Customer will no longer be included in the Client Data and (b) upon receiving written notice from Altruist, Vendor will cease all use of such data and destroy all copies thereof in its possession or control.

2.2. ***Representations and Warranties.*** Vendor agrees, and warrants and represents to Altruist, that it:

2.2.1. shall use Client Data only as permitted by Client and Retail Customers to provide Services to Client (and/or Retail Customers, solely with respect to their customer relationship with Client) and for no other purpose;

2.2.2. shall not commingle any Client Data relating to a particular Retail Customer with data related to any other Retail Customer or other person or entity;

2.2.3. shall comply with all applicable laws, rules and regulations in handling, processing, sharing, protection of, accessing or using Client Data, including any Personal Information that is included in such Client Data, and in accessing or using the Data Transmission Services;

2.2.4. shall not distribute, redistribute or otherwise transfer any Client Data (i) into (or to a national or resident of or to the government of) Cuba, Iran, North Korea, Sudan, Syria, Burma (Myanmar), Libya or any other country with respect to which the United States maintains trade sanctions prohibiting the shipment or provision of services, goods, technology or software; or (ii) to anyone on or acting on behalf of or owned or controlled by an entity on the Specially Designated Nations and Blocked Persons List maintained by the U.S. Treasury Department's Office of Foreign Assets Control (the "***SDN List***") or the U.S. Commerce Department's Denied Persons List or Entities List (collectively with the SDN List, the "***U.S. Prohibited Party Lists***"). Each time Vendor distributes, redistributes or otherwise transfers Client Data, Vendor shall be deemed to represent, warrant and covenant to Altruist that the Vendor, the Client or the Retail Customer is not (x) located in or a national or resident of or the government of any country that is subject to U.S. trade sanctions or (y) on any U.S. Prohibited Party List or acting on behalf of or owned or controlled by any person or entity on any such list;

2.2.5. shall not (i) attempt to decompile, decode, disassemble, or otherwise reverse engineer any Altruist Proprietary Information; (ii) copy, in whole or in part, any Altruist Proprietary Information or any component thereof other than for limited back-up purposes if applicable and provided that all original proprietary marks and legends are reproduced in the copy; (iii) modify, enhance, create derivative works of, combine with other programs, or otherwise change any Altruist Proprietary Information; or (iv) develop or have developed any product or service using or based on any component of any Altruist Proprietary Information. Vendor shall not use any Altruist Proprietary Information in whole or in part for any purpose except as expressly provided under this Agreement;

2.2.6. if Vendor uses the Data Transmission Services to transmit data to Altruist on behalf of

Client, Vendor has been explicitly directed and authorized by such Client and the applicable Retail Customers to provide such data to Altruist; and each time Vendor transmits any such data to Altruist, Vendor shall be deemed to represent, warrant and covenant to Altruist that, at the time of such transmission, such direction and authorization from Client and the Retail Customers is still valid and in effect; and

2.2.7. shall not access or obtain from Altruist any Client Data except through Vendor's use of the Data Transmission Services as permitted by Altruist and any other similar arrangements specifically authorized by Altruist for such purpose, and Vendor shall not (i) use any screen scraping, screen surfing or other data scraping method to obtain any Client Data from any website, application, system, platform or database of Altruist or any affiliate of Altruist, or (ii) provide access to any Client Data by framing any website, application or platform of Altruist or any affiliate of Altruist in any manner other than as may be approved in writing by Altruist.

2.3. ***Audit***.

2.3.1. Altruist reserves the right to conduct on-site audits of Vendor to verify that Vendor is complying with its obligations hereunder (including without limitation the obligation to not use or disclose Altruist Proprietary Information, in each case, beyond the scope of what is permitted under this Agreement). Altruist may conduct such audit once every six (6) months, although Altruist may conduct such audit more frequently if Altruist reasonably suspects any such noncompliant use. In conducting such audit, Vendor shall allow Altruist and its affiliates access to any of its premises, computers including, but not limited to, hardware, software and network services, during Vendor's regular business hours for the purpose of auditing, and solely to the extent necessary to audit, Vendor's use or storage of the Client Data and Altruist Proprietary Information. To the extent practicable, audits shall be conducted in a manner that does not unreasonably interfere with Vendor's business activities. Upon the request of Altruist, Vendor shall make a management employee available to assist Altruist or an affiliate of Altruist in such auditing. All confidential information of Vendor collected by Altruist from Vendor during the course of an audit shall be treated as Vendor's confidential information.

2.3.2. Upon the request of Altruist or an affiliate of Altruist, Vendor shall once a year and at the end of the term of this Agreement provide to Altruist a certificate signed by Vendor's authorized officer confirming that Vendor is in compliance with the terms of this Agreement.

2.3.3. Vendor agrees that if as a result of auditing by Altruist or its affiliate, Vendor is shown or suspected to be using any Client Data or any Altruist Proprietary Information in a manner not specifically authorized by this Agreement, Altruist shall have the right to immediately terminate or suspend the Data Transmission Services and this Agreement without liability to Vendor or any Client.

2.4. ***Third-Party Data***. Vendor acknowledges that a portion of the Client Data may be derived from third-party data providers and licensors of Altruist or its affiliates. Vendor acknowledges and agrees that, Altruist is not waiving or purporting to waive any rights that these third-party data providers and licensors of Altruist and its affiliates may have to pursue any and all claims against a Client, Retail Customer or Vendor in connection with the unauthorized use of any such data.

3. <u>Confidentiality</u>.

3.1. ***Duty to Keep Confidential***. Vendor shall protect Client Data and Altruist Proprietary Information

with the same degree of care that a reasonable and prudent business would exercise to protect its own proprietary information of similar nature (but in no event less than a reasonable degree of care) to prevent the loss or unauthorized, negligent or inadvertent use or disclosure of such information. Vendor shall not directly or indirectly disclose or make available any Client Data or Altruist Proprietary Information to any person or business entity except for those Representatives of Vendor who (i) have a need to know such information in connection with the purpose(s) for which Altruist disclosed such information to Vendor, and (ii) are bound by written or other obligations to maintain the confidentiality of, and to refrain from using, such information that are no less protective than those set forth herein, provided however, that Vendor may, solely in connection with the Services provided to Client or to a Retail Customer in connection with the Services provided to Client, provide Client Data to Client and/or such Retail Customer. Vendor shall be liable under this Agreement to Altruist and its third-party data providers, licensors, their partners, suppliers and their respective affiliates for any loss of, or unauthorized disclosure, transmission or use of, any Client Data or Altruist Proprietary Information by it or any of its Representatives. Vendor acknowledges and understands that the loss, or unauthorized use, transmission or disclosure of any Client Data, Altruist Proprietary Information, or any use of the Data Transmission Services, in any manner inconsistent with this Agreement may result in immediate and irreparable harm to Altruist and its third party data providers and any remedies at law in such event may not be adequate. Accordingly, in addition to all other remedies available at law or in equity, Altruist shall have the right to seek equitable and injunctive relief to prevent such loss, use, transmission or disclosure, and to recover the amount of all such damages (including attorneys' fees and expenses) incurred in connection with such loss, use, transmission or disclosure.

3.2. ***Compelled Disclosure***. In the event that Vendor is legally compelled (by regulatory or administrative process, deposition, interrogatory, request for documents, subpoena, civil or criminal investigative demand or similar process) to disclose any Altruist Proprietary Information, Vendor shall (a) provide prompt prior notice to Altruist (unless such notice is prohibited by applicable law) so that Altruist may seek an appropriate protective order or other appropriate remedy at Altruist's expense, (b) cooperate with Altruist's reasonable, lawful efforts to resist, limit or delay such disclosure, and (c) if Altruist does not obtain such protective order or other appropriate remedy, furnish only that portion of such Client Data or Altruist Proprietary Information that Vendor is legally required to disclose and exercise commercially reasonable efforts to obtain assurances that confidential treatment will be accorded to such Client Data or Altruist Proprietary Information. Any disclosure by Vendor of any Client Data or Altruist Proprietary Information in accordance with this Section shall not render such Client Data or Altruist Proprietary Information to be non-confidential and Vendor's obligations with respect to such Client Data or Altruist Proprietary Information shall not be changed or lessened by virtue of any such disclosure.

3.3. ***Personal Information***. Without limiting any of the restrictions and obligations set forth herein applicable to Client Data, in no event shall any PII be used by Vendor for any purpose whatsoever other than as provided in Vendor's agreement with Client for the Services or as otherwise approved by Client in writing.

3.4. ***Information Security Measures***. Vendor shall maintain adequate technical and organizational measures, consistent with or exceeding industry standards, to protect against the loss of any Altruist Proprietary Information or Client Data and any unauthorized, negligent or inadvertent use, transmission or disclosure of or access to any Altruist Proprietary Information or Client Data including those outlined in **Exhibit 1 Security Requirements Schedule** to this Agreement. Vendor shall, upon request by Altruist and at mutually agreeable times and locations, meet with Altruist to discuss Vendor's security policies, controls and measures applicable to the Data Transmission Services and/or the protection of Altruist Proprietary Information and Client Data in

the possession or under the control of Vendor (including its Representatives).

3.5. ***Notice of Incidents***. Vendor shall notify Altruist in writing of any loss of any Altruist Proprietary Information or Client Data or any unauthorized, negligent or inadvertent use, transmission or disclosure of or access to any Altruist Proprietary Information or Client Data promptly (and without delay) following Vendor's discovery of such loss, use, transmission, disclosure or access so that Altruist may take actions that Altruist, in its sole discretion, considers appropriate, which actions may include suspending Vendor's use of the Data Transmission Services. In the event of any loss of any Client Data or any unauthorized, negligent or inadvertent use, transmission or disclosure of or access to any Client Data, Vendor shall notify Altruist and Client of such loss, use, transmission, disclosure or access promptly (and without delay) following Vendor's discovery. Following any incident of the nature described in the preceding sentences of this Section 3.e., Vendor shall promptly take reasonable measures both to minimize the effect of such loss, use, disclosure or access and to seek to prevent its recurrence. At no time shall Vendor allow any unauthorized access or use to persist for any amount of time in order to determine the identity of the perpetrator or for any other reason, except (i) as required by law or (ii) as deemed necessary by Vendor to stop the unauthorized access, provided that in the event of a situation of the nature described in the preceding clause (i) or (ii), Vendor shall give prompt notice of the situation to Altruist and Client.

3.6. ***Inadvertent Disclosure***. In the event that Altruist inadvertently provides to Vendor any PII about persons other than the Retail Customers, Vendor shall (i) treat such information as Altruist Proprietary Information, (ii) promptly notify Altruist of Vendor's receipt of such information, and (iii) cooperate with Altruist's reasonable requests (a) to return, destroy or otherwise handle such information, and (b) in connection with Altruist's investigation of the incident.

4. **Relationship of Parties.** Altruist is providing Data Transmission Services and Altruist Proprietary Information to Vendor, and allowing Vendor to obtain Client Data from Altruist and/or transmit data to Altruist, solely due to Client's request to Altruist. Altruist is providing such information, and providing and/or receiving such data, as an accommodation to Client in furtherance of Altruist's relationship with Client. Notwithstanding any independent relationships already in place between Altruist and its affiliates, on the one hand, and Vendor and its affiliates, on the other hand, which relationships shall remain independent and unaffected by the terms of this Agreement, Altruist is not establishing, and nothing herein or as a result of the activities undertaken hereunder shall be construed or deemed to establish any partnership, joint venture, agency or other relationship between Vendor and Altruist. Without limiting the foregoing, neither Altruist nor Vendor is an agent or representative of the other, and neither Altruist nor Vendor is authorized to make any statement or commitment, or create or assume any obligation, on behalf of the other.

5. Operational Matters.

5.1. ***Adherence to Specifications, Policies and Procedures***. Vendor shall develop the functionality to send and/or receive Data Transmission Services in accordance with the specifications set forth by Altruist. Vendor shall use the Data Transmission Services only as authorized by Altruist and in accordance with Altruist's then-current policies and procedures regarding the Data Transmission Services as well as those that are applicable to Vendor.

5.2. ***Responsibility for Costs***. Vendor shall be responsible for any and all costs and all fees incurred by it associated with the Data Transmission Services, including those associated with making changes to, and maintaining, its applications or services in order for Vendor to properly use the Data Transmission Services to receive Client Data from Altruist and/or send data to Altruist.

5.3. ***Operational and Security Review***. Altruist or its authorized representatives shall have the right to

perform an operational and security review with respect to Vendor's performance hereunder, including without limitation, the Vendor's system used for the sending or receipt of Data Transmission Services and any obligation of Vendor related to security.

5.4. ***Suspension or Termination of the Data Transmission Services***. Altruist reserves the right to suspend or terminate Vendor's access to, or right to use, the Data Transmission Services at any time in Altruist's sole and absolute discretion, including, but not limited to, if Altruist determines, in its sole discretion, that Vendor's use of the Data Transmission Services is adversely impacting, or is likely to adversely impact, the security or operability of Altruist's systems. Altruist reserves the right to change or discontinue, temporarily or permanently, the Data Transmission Services at any time with or without notice. Altruist shall not be liable to Vendor for any suspension, termination or discontinuance of, or modification to, the Data Transmission Services. Vendor acknowledges that if Altruist changes the Data Transmission Services (or any of the APIs, file layouts, protocols or conventions used in connection with the Data Transmission Services), such changes may require Vendor to make changes to its applications or services in order for Vendor to continue to properly receive Client Data from Altruist and/or send data to Altruist.

5.5. ***Access Credentials***. With respect to any access or authentication credentials used by Vendor in connection with the Data Transmission Services, Vendor is fully responsible for maintaining the security and confidentiality of such credentials, is responsible for managing its employees' use of such credentials and is solely liable for all consequences of Vendor's and Representatives' use of such credentials. Vendor shall immediately notify Altruist of any termination, transfer or change in the status of Vendor's individuals that possess any access or authentication credentials in connection with the Data Transmission Services.

5.6. ***Employee-related Matters***. Vendor shall:

5.6.1. perform background checks on each of Vendor's personnel (including contractors) that has access to Client Data or Altruist Proprietary Information, except to the extent limited or prohibited by applicable laws; such background checks must be performed prior to allowing such individual to access Client Data or Altruist Proprietary Information and at least once every three (3) years thereafter; and Vendor shall not allow any individual who does not have a satisfactory background check to access Client Data or Altruist Proprietary Information; such background checks shall include all of the following: (a) county record search, based on all reported residential and employment addresses during the previous seven (7) years, for criminal convictions, deferred adjudications, and sex offender registrations; (b) review for significant outstanding debt and verify the names and Social Security numbers of personnel match U.S. Social Security Administration records; (c) verify the last three (3) years of employment and investigate each period of unemployment lasting more than ninety (90) days during the last three (3) years; and (d) verify all educational credentials;

5.6.2. train its new personnel (including contractors) on the acceptable use and handling of Vendor's confidential information and confidential information of other companies that has been entrusted to Vendor (such as Client Data and Altruist Proprietary Information);

5.6.3. provide annual security education refreshers for its personnel (including contractors) and maintain a record of personnel that completed such education; and

5.6.4. implement a formal user registration and de-registration procedure for granting and revoking access to Vendor's information systems and services that contain any Client Data or Altruist Proprietary Information; and upon termination of any of Vendor's personnel (including its contractors), Vendor shall revoke such individual's access to Client Data and

Altruist Proprietary Information as soon as possible but in no event later than two (2) business days following termination of such individual.

5.7. ***No Offshoring.*** In no event shall Vendor do (or allow any contractor or service provider to do) any of the following: (a) store or replicate any Client Data or Altruist Proprietary Information outside of the United States, (b) transmit, transfer or provide any Client Data or Altruist Proprietary Information to any third party (including any contractor or service provider) located outside of the United States, or (c) provide any third party (including any contractor or service provider) located outside of the United States with access to any Client Data or Altruist Proprietary Information. None of the restrictions set forth in this Section 5.g. may be waived or consented to by Altruist in any manner other than in the form of a written amendment to this Agreement that is signed by an authorized signatory for each of Vendor and Altruist. If any activities described in this Section 5.g. are approved by Altruist, Vendor shall maintain an inventory of the third parties and/or locations outside of Vendor's premises that store or replicate any Client Data or Altruist Proprietary Information, the third parties that receive or receive access to Client Data or Altruist Proprietary Information, the purpose for storing, replicating, providing or providing access to such Altruist Proprietary Information, the manner in which such Client Data or Altruist Proprietary Information was transmitted or otherwise provided to such third party, the transmission and encryption/ protection method or protocol (where applicable) used in transmitting or otherwise providing such Client Data or Altruist Proprietary Information, a description of the Client Data or Altruist Proprietary Information that was transmitted or otherwise provided to such third party, the name of the Altruist employee that approved such arrangement and the date such approval was obtained.

6. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue in full force and effect until the earlier of (a) Vendor no longer provides Services to any Client or to any Retail Customer on behalf of Client, (b) Altruist no longer provides services to Client of the type for which Vendor's access to Client Data was established; (c) either party provides the other party with written notice of termination. Vendor's obligations hereunder with respect to any Client Data and Altruist Proprietary Information disclosed or obtained prior to termination shall survive any termination of this Agreement or any return of such Client Data or Altruist Proprietary Information. Upon termination of this Agreement, Vendor shall (i) immediately cease its use of all Data Transmission Services, Client Data and Altruist Proprietary Information, and (ii) promptly delete or destroy all copies (paper, electronic or otherwise) of, and all materials containing any, Client Data or Altruist Proprietary Information. When deleting or destroying items pursuant to the previous sentence, Vendor shall use a method that is designed to ensure that such item cannot be recovered. Upon request from Altruist, Vendor shall provide a certificate of destruction signed by a senior officer of Vendor certifying compliance with Vendor's obligations set forth in this section. Sections 2, 3, 4, 5, 6, 7, 8 and 9 of this Agreement shall survive the termination of this Agreement.

7. Disclaimer of Warranties and Liability.

7.1. ***Disclaimer of Warranties***. NEITHER ALTRUIST, AND ITS AFFILIATES, PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND SUCCESSORS AND ASSIGNS, NOR ITS THIRD-PARTY DATA OR SERVICE PROVIDERS, LICENSORS, AND THEIR RESPECTIVE PARTNERS, SUPPLIERS AND AFFILIATES (COLLECTIVELY, "***THIRD PARTY SUPPLIERS***") ARE MAKING ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF ANY CLIENT DATA OR ALTRUIST PROPRIETARY INFORMATION OR WITH RESPECT TO VENDOR'S RECEIPT OR USE OF THE CLIENT DATA OR DATA TRANSMISSION SERVICES. VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT USE OF (INCLUDING USE IN ANY PARTICULAR LOCATION AS SET FORTH IN SECTION 2.b.iv) CLIENT DATA, ALTRUIST PROPRIETARY INFORMATION AND THE DATA TRANSMISSION SERVICES IS AT VENDOR'S SOLE RISK. CLIENT DATA, ALTRUIST

PROPRIETARY INFORMATION AND THE DATA TRANSMISSION SERVICES ARE PROVIDED BY ALTRUIST, ITS AFFILIATES AND THIRD PARTY SUPPLIERS ON AN "AS IS" AND "AS AVAILABLE" BASIS. ALTRUIST, ITS AFFILIATES AND THIRD PARTY SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AS TO THE CLIENT DATA, ALTRUIST PROPRIETARY INFORMATION AND THE DATA TRANSMISSION SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALTRUIST, ITS AFFILIATES AND THIRD PARTY SUPPLIERS MAKE NO WARRANTY TO VENDOR THAT (I) THE CLIENT DATA, ALTRUIST PROPRIETARY INFORMATION AND THE DATA TRANSMISSION SERVICES WILL MEET VENDOR'S REQUIREMENTS, (II) THE DATA TRANSMISSION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (III) THE CLIENT DATA THAT MAY BE OBTAINED BY VENDOR VIA THE DATA TRANSMISSION SERVICES WILL BE ACCURATE, COMPLETE OR RELIABLE, OR (IV) ANY ERRORS IN THE DATA TRANSMISSION SERVICES OR THE CLIENT DATA THAT MAY BE OBTAINED BY VENDOR VIA THE DATA TRANSMISSION SERVICES WILL BE CORRECTED.

7.2. ***Limitation of Liability***. ALTRUIST, ITS AFFILIATES AND THIRD PARTY SUPPLIERS SHALL NOT HAVE ANY LIABILITY (INCLUDING, LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES) TO VENDOR AS A RESULT OF VENDOR'S USE, OR INABILITY TO USE, OR ANY ERRORS IN ANY ALTRUIST PROPRIETARY INFORMATION OR CLIENT DATA OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT.

7.3. ***Certain Acknowledgements***. The disclaimer of warranties and the limitation of liability set forth in this Section 7: (i) are independent of each other and any limited remedy set forth elsewhere in this Agreement, and (ii) shall apply notwithstanding any failure of any other provision of this Agreement or the essential purpose of any limited remedy set forth in this Agreement. Vendor and Altruist each acknowledge that (a) the provisions of this Agreement reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the activities contemplated by this Agreement, (b) the disclaimer of warranties and the limitation of liability set forth in this Section 7 are intended to limit the liability hereunder of Altruist, its affiliates and Third Party Suppliers, and (c) absent such disclaimer and limitation, the terms (including economic terms) under which, and the manner in which, Altruist provides the Client Data and Data Transmission Services to Vendor would be significantly different.

8. **Indemnification.** Vendor shall defend, indemnify and hold harmless Altruist, and its affiliates, licensors, and Third Party Suppliers, and their partners, suppliers, officers, directors, employees and successors and assigns thereof (each, an "***Indemnified Party***") from and against all claims, demands, proceedings, suits and actions and all liabilities, losses, expenses and costs (including any reasonable legal fees and expenses relating to Altruist's defense) ("***Damages***") arising from third party claims which allege: (i) failure by Vendor to comply with this Agreement, (ii) the unauthorized access or use of any Client Data or Altruist Proprietary Information, or any system or application of Altruist (including its affiliates), by Vendor or its Representatives; (iii) any negligent or willful acts, errors, or omissions by Vendor or its Representatives in the performance of this Agreement; or (iv) any data provided by Vendor to Altruist via the Data Transmission Services or use of any of Vendor's systems or any other materials provided by Vendor infringes or violates or in any manner contravenes or breaches any patent, trademark, copyright, license or other property or proprietary right or constitutes the unauthorized use or misappropriation of a trade secret or other proprietary right of any third party or otherwise violates the rights of or constitutes a tort against any third party, and or any violation of any law or regulation of any government or any governmental agencies or self regulating organizations. In the event that an Indemnified Party requests indemnification pursuant to this Section, it shall give notice to Vendor promptly after the receipt of any claim that may be indemnifiable hereunder. Vendor shall have sole

control of the defense with respect to any such claim (including settlement of such claim), except that (i) the Indemnified Party may participate in such defense at its own expense, (ii) any settlement of such claim by Vendor must include an obligation for the third party that brought such claim to keep the terms of the settlement confidential, and (iii) no settlement that imposes liability or restrictions on, requires any action by, or detrimentally affects the right of any Indemnified Party shall be entered into by Vendor without the Indemnified Party's prior written consent. If Vendor fails to either defend or settle any such claim, the Indemnified Party may defend and/or settle the claim, and Vendor shall pay to the Indemnified Party any and all Damages incurred and amounts paid in settlement by the Indemnified Party with respect to such claim.

9. <u>General</u>.

9.1. ***Publicity.*** Vendor shall not advertise, market, promote, or publicize in any manner, or make any public statements regarding, the Data Transmission Services (including the fact Vendor is utilizing the Data Transmission Services or that the Data Transmission Services are available from Altruist) or any of the arrangements hereunder, and Vendor shall not use the name, logo or trademark of Altruist or any of Altruist's affiliates in any such promotional materials, in any website operated by or on behalf of Vendor, or any other communication made by or on behalf of Vendor. Altruist will not provide any endorsements and/or recommendations of any kind regarding Vendor or any of Vendor's products or services.

9.2. ***Vendor Trademarks***. Vendor hereby grants to Altruist for the term of the Agreement a nonexclusive, royalty-free, worldwide license to use Vendor's name, logo(s), trademarks, service marks and trade names (collectively, "***Vendor Marks***") in connection with activities undertaken in furtherance of this Agreement, including but not limited to use of the Vendor Marks on a Altruist website or other Altruist materials in a list of third party service providers to which Altruist provides or sends transmissions of data.

9.3. ***Assignment.*** Vendor may not assign (by agreement, operation of law or otherwise) this Agreement, or any of its rights or obligations hereunder, without the prior written consent of Altruist. The provisions of this Agreement shall be binding upon each party's successors (by merger, consolidation or otherwise) and permitted assigns.

9.4. ***Governing Law; Waiver of Jury Trial***. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws provisions. Both parties expressly consent to the jurisdiction of the state and federal courts located in California. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.

9.5. ***Entire Agreement.*** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of, or amendment or supplement to, this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless set forth in a written document that (i) explicitly states the parties' intention to modify, amend or supplement this Agreement or a party's intention to waive its rights hereunder, and (ii) is signed by the parties, or the Party that is waiving its rights hereunder, as the case may be.

9.6. ***Severability; Waiver.*** In the event that any court of competent jurisdiction determines that any provision of this Agreement is too broad to enforce as written, such court is authorized and directed to construe, modify or reform such provision to the extent reasonable necessary to make such provision enforceable. No failure or delay by any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise

thereof preclude the exercise of any other right, power or privilege hereunder.

9.7. ***Notices***. With regard to any and all notices, consents, directions, approvals, restrictions, requests or other communications required or permitted to be delivered hereunder (each, a "notice" for the purposes of this Section 9.g.), each such notice shall be in writing, addressed to the receiving party using the receiving party's address set forth below (or such other address as the receiving party has specified in writing), and (i) mailed by first-class or express mail, postage prepaid; (ii) sent by reputable overnight delivery service; or (iii) personally delivered to the receiving party. Each notice shall be deemed given upon receipt of such notice by the receiving party.

If to Altruist:
Attn: Mazi Bahadori, EVP Operations, Chief Compliance Officer
Address: 3030 La Cienega Boulevard, Culver City, CA 90291
Email: mbahadori@altruist.com

9.8. ***Counterparts.*** This Agreement may be executed and delivered (including by facsimile or other means of electronic transmission, such as by electronic mail in ".pdf" form) in two or more counterparts, and by the different parties hereto in separate counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same Agreement, but all of which taken together shall constitute one and the same agreement.

9.9. ***Third Party Beneficiaries.*** Under no circumstances shall any Client be considered a third party beneficiary of this Agreement or otherwise entitled to any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.10. ***Acknowledgements***. Each party acknowledges that it has full power and authority to enter into and perform this Agreement, and that the individual executing this Agreement on behalf of such party has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS.

EXHIBIT 1
SECURITY REQUIREMENTS SCHEDULE

1. **Introduction**. This Security Requirements Schedule (this "***Schedule***") establishes the basic requirements for Vendor's information security, as needed to ensure the confidentiality, availability and integrity of Altruist Proprietary Information and Client Data. Vendor shall comply with these requirements throughout Vendor's performance of services under this Agreement.

2. **Terminology**. As used in this Schedule, each of the following terms (whether used with initial upper case or in all lower case) shall have the corresponding meaning set forth below. Each other capitalized term used herein but not defined herein shall have the meaning ascribed to it in this Agreement.

   2.1. "***Contractor***" means a subcontractor, independent contractor, service provider or agent of Vendor that stores, processes, handles or has access to any Altruist Proprietary Information and/or Client Data (regardless of whether such subcontractor, independent contractor, service provider or agent is located within or outside of the United States).

   2.2. "***Altruist Sensitive Information***" means any Altruist Proprietary Information or Client Data that is PII, health care information, financial information or investment holdings information.

   2.3. "***Encryption***" means the reversible transformation of data from the original (plaintext) to a obfuscated format (ciphertext) as a mechanism for protecting the information's confidentiality, integrity and/or authenticity. Encryption requires an encryption algorithm and one or more encryption keys.

   2.4. "***Store***" means to store, archive, back-up and/or perform any similar activities.

3. **Security Reviews**. Vendor shall provide Altruist the right to review Vendor's security controls annually for the entire period that Vendor processes, stores or otherwise has access to Altruist Proprietary Information and/or Client Data. Vendor will use commercially reasonable efforts to promptly (but in no event later than thirty (30) days after receiving Altruist's request to schedule and perform such review) schedule such review for a mutually agreeable date. Vendor shall provide Altruist with access to Vendor's policies, procedures and other relevant documentation and to Vendor's Personnel as reasonably necessary to facilitate such reviews. During such review, Vendor shall provide Altruist with access to independent audit reports (relevant to the products and/or services being provided to Altruist and/or the activities conducted by Vendor pursuant to this Agreement) that have been performed on Vendor, such as an SSAE 16 Type II (SAS 70 Type II) audit or SysTrust certification. If any issues are found during Altruist's review of Vendor's security controls, Vendor shall file a remediation plan with Altruist within thirty (30) days following the completion of such review, and Vendor shall remediate each such issue in a timely manner in accordance with a remediation schedule agreed to by the parties.

4. **Specific Security Requirements**.

   4.1. ***Security Policy.*** Vendor shall maintain a comprehensive set of written security policies and procedures which cover, at a minimum:

      4.1.1. Vendor's commitment to information security;

      4.1.2. Information classification, labeling, and handling, and such policies and procedures related to information handling must describe the permissible methods for information

transmission, storage, and destruction and such methods must be no less protective than those set forth in the Altruist Vendor Information Protection Guidelines set forth below;

4.1.3. Acceptable use of Vendor's assets, including computing systems, networks, and messaging;

4.1.4. Information security incident management, including data breach notification and collection of evidence procedures;

4.1.5. Authentication rules for the format, content and usage of passwords for end users, administrators, and systems;

4.1.6. Access controls, including periodic reviews of access rights;

4.1.7. Logging and monitoring of Vendor's production environment, including logging and monitoring of physical and logical access to Vendor's networks and systems that process or store Altruist Proprietary Information or Client Data;

4.1.8. Disciplinary measures for Personnel who fail to comply with such policies and procedures; and

4.1.9. The topics described in the remainder of this Section 4 in a manner consistent with the applicable requirements for such topics as set forth in this Section 4.

4.2. ***Responsibility for Vendor's Information Security Program.*** Vendor shall maintain an information security responsibility, with staff designated to maintain Vendor's information security program and to perform information security and information risk management.

4.3. ***Audits, Review and Monitoring of Vendor's Information Security Program.*** Vendor shall cause an independent third party to conduct an audit of Vendor's information security policies, practices and controls. Such audit shall be an SSAE 16 Type II audit, ISO 27001 certification, or other audit comparable to either of the foregoing, and shall be conducted at least once each year. Such audit shall include a review of logical and physical security controls and shall cover all locations and processes used by Vendor in support of Vendor's business relationship(s) with Altruist and Altruist Affiliates (including providing products and/or services to Altruist and Altruist Affiliates). Upon request by Altruist, Vendor will provide Altruist with documentation describing the audit processes and overall results. In addition, Vendor shall regularly monitor and review Vendor's information security program to ensure safeguards are appropriate to limit risks to Altruist Proprietary Information and Client Data.

4.4. ***Asset and Information Management.*** Vendor shall:

4.4.1. Maintain an inventory of all Altruist Proprietary Information and Client Data that Vendor processes or stores;

4.4.2. Maintain an inventory of physical computing and software assets Vendor uses in the performance of its activities under this Agreement; and

4.4.3. Follow the Altruist Vendor Information Protection Guidelines (set forth below) when handling, processing and storing Altruist Proprietary Information and Client Data.

4.5. ***Physical and Environmental Security.*** Vendor shall:

4.5.1. Restrict entry to Vendor's area(s) where Altruist Proprietary Information and/or Client Data is stored, accessed, or processed solely to Vendor's personnel authorized for such access;

4.5.2. Implement reasonable best practices for infrastructure systems, including fire extinguishing, cooling, and power, emergency systems, and employee safety;

4.5.3. Provide physical entry controls for all areas where Altruist Proprietary Information and/or Client Data is stored, accessed, or processed that are commensurate with the sensitivity of the Altruist Proprietary Information or Client Data; each of Vendor's personnel accessing these areas must employ one or more unique, individually identifiable entry controls (such as card keys) that provide an audit trail of each entry; and all visitors who enter these areas must be logged and escorted by one of Vendor's personnel who are authorized to access such area; and

4.5.4. Regularly monitor areas where Altruist Proprietary Information or Client Data is handled, stored and/or processed, such as with cameras, guards, and/or entry logs.

4.6. ***Employee-related Matters.*** Vendor shall:

4.6.1. Perform credit and criminal background checks on each of Vendor's personnel (including Contractors) that has access to Altruist Proprietary Information or Client Data, except to the extent limited or prohibited by applicable laws; such background checks must be performed prior to allowing such individual to access Altruist Proprietary Information or Client Data and at least once every three (3) years thereafter; and Vendor shall not allow any individual who does not have a satisfactory background check to access Altruist Proprietary Information or Client Data;

4.6.2. Train its new personnel (including Contractors) on the acceptable use and handling of Vendor's confidential information and confidential information of other companies that has been entrusted to Vendor (such as Altruist Proprietary Information or Client Data);

4.6.3. Provide annual security education refreshers for its personnel (including Contractors) and maintain a record of personnel that completed such education; and

4.6.4. Implement a formal user registration and de-registration procedure for granting and revoking access to Vendor's information systems and services; and upon termination of any of Vendor's personnel (including Contractors), Vendor shall revoke such individual's access to Altruist Proprietary Information or Client Data as soon as possible but in no event later than two (2) business days following termination of such individual.

4.7. ***Communications and Operations.*** Vendor shall:

4.7.1. Perform regular backups sufficient to restore services to Altruist within the agreed upon recovery times (or, if no specific recovery times have been agreed to by the parties, within a commercially reasonable period of time);

4.7.2. Encrypt all backup media containing Altruist Proprietary Information or Client Data in accordance with the Altruist Vendor Information Protection Guidelines set forth below;

4.7.3. Not do (or allow any Contractor to do) any of the following without, in each case, obtaining the prior written consent of Altruist: (a) store or replicate any Altruist Proprietary Information or Client Data outside of Vendor's premises, (b) transmit,

transfer or provide any Altruist Proprietary Information or Client Data to any third party, or (c) provide any third party with access to any Altruist Proprietary Information or Client Data;

4.7.4. Notwithstanding the preceding clause (iii), in no event shall Vendor do (or allow any Contractor to do) any of the following: (a) store or replicate any Altruist Proprietary Information or Client Data outside of the United States, (b) transmit, transfer or provide any Altruist Proprietary Information or Client Data to any third party (including any Contractor) located outside of the United States, or (c) provide any third party (including any Contractor) located outside of the United States with access to any Altruist Proprietary Information or Client Data. None of the restrictions set forth in this clause (iv) may be waived or consented to by Altruist in any manner other than in the form of a written amendment to this Agreement that is set signed by an authorized signatory for Vendor and Altruist;

4.7.5. If any activities described in the previous clauses (iii) and (iv) are approved by Altruist, maintain an inventory of the third parties and/or locations outside of Vendor's premises that store or replicate any Altruist Proprietary Information or Client Data, the third parties that receive or receive access to Altruist Proprietary Information or Client Data, the purpose for storing, replicating, providing or providing access to such Altruist Proprietary Information or Client Data, the manner in which such Altruist Proprietary Information or Client Data was transmitted or otherwise provided to such third party, the transmission and encryption/protection method or protocol (where applicable) used in transmitting or otherwise providing such Altruist Proprietary Information or Client Data, a description of the Altruist Proprietary Information or Client Data that was transmitted or otherwise provided to such third party, the name of the Altruist employee that approved such arrangement and the date such approval was obtained;

4.7.6. When erasing or destroying Altruist Proprietary Information or Client Data, employ data destruction procedures that meet or exceed the Department of Defense Standard for Secure Data Sanitization (DOD 5220.22M);

4.7.7. Follow the Altruist Vendor Information Protection Guidelines set forth below, including those pertaining to encryption, when transmitting or transporting Altruist Proprietary Information or Client Data;

4.7.8. Use hard drive encryption for all laptops on which any Altruist Proprietary Information or Client Data is stored or that are used by Vendor's personnel to access any Altruist Proprietary Information or Client Data, and such encryption shall be in accordance with the Altruist Vendor Information Protection Guidelines set forth below;

4.7.9. Maintain up to date malware detection and prevention on Vendor's servers and/or end user platforms, including virtual machine implementations, that transmit, access, process or store Altruist Proprietary Information or Client Data;

4.7.10. Maintain a hardened Internet perimeter and secure infrastructure using firewalls, antivirus, anti-malware, intrusion prevention/detection systems, and other protection technologies as is commercially reasonable;

4.7.11. Implement regular patch management and system maintenance for all of Vendor's systems including virtual machine implementations, that transmit, access, process or store Altruist Proprietary Information or Client Data;

4.7.12. For production environments that make use of virtualized infrastructure to transmit, process or store Altruist Proprietary Information or Client Data, implement and maintain the following security measures:

4.7.12.1. Establish procedures for Hypervisor and guest Operating System ("***OS***") hardening, monitoring, and the use of encrypted management protocols;

4.7.12.2. Separate authentication means for Hypervisor management interface;

4.7.12.3. Establish management policies and procedures for securely handling virtual images and snapshots; such policies and procedures shall address at a minimum, the creation, transmission, storage, integrity of images, and associated access controls; and

4.7.12.4. Guest OS isolation through the use of either physical resource partitioning (preferred), for example separate disk partitions, disk drives, and/or network interfaces for each guest OS, or logical resource partitioning, where multiple guest OS share physical resources like RAM and processors.

4.7.13. Upon request, provide details on how Altruist's Proprietary Information or Client Data is segregated and protected from Vendor's other client data, if deployed in a multi-tenant or multi- customer environment.

4.7.14. Obtain and use SSL (and other relevant) certificates from only Certificate Authorities that meet the standards established by the CA Security Council or have an annual audit (e.g., WebTrust) performed.

4.8. ***Access Control.*** Vendor shall:

4.8.1. Enforce best practices for user authentication; if passwords are used to authenticate individuals or automated processes accessing Altruist Proprietary Information or Client Data, such passwords will comply with the current best practices for password usage, creation, storage, and protection. (Refer to the Altruist Vendor Information Protection Guidelines below).

4.8.2. Ensure that user IDs are unique to individuals and are not shared;

4.8.3. For Internet-facing applications, configure user sessions to timeout after a period of inactivity, with a time period of no more than 30 minutes;

4.8.4. Assign access rights based upon the sensitivity of Altruist Proprietary Information or Client Data, the individual's job requirements, and the individual's "need to know" for the specific Altruist Proprietary Information or Client Data;

4.8.5. Review the access rights of Vendor's personnel (including Contractors) at least annually to ensure need-to-know restrictions are kept current;

4.8.6. Regularly review reports of user entry into Vendor's facilities housing Altruist Proprietary Information or Client Data;

4.8.7. Not leave Altruist Proprietary Information or Client Data unattended on desktops, printers or elsewhere in an unsecure manner in Vendor's facilities;

4.8.8. Not use external identity management providers for authentication, unless authorized by Altruist;

4.8.9. Implement a formal procedure for granting and revoking access to Vendor's customers; and

4.8.10. For Internet-facing applications, require authentication for all web pages presenting Altruist Proprietary Information or Client Data.

4.9. ***Application Development; Vulnerability Scans and Penetration Tests.*** Vendor shall:

4.9.1. Implement a secure development methodology that incorporates security throughout the development lifecycle;

4.9.2. Develop and enforce secure coding standards;

4.9.3. Perform secure code reviews using automated scanning tools for all externally-facing applications and for any software developed by Vendor (or a Contractor) and delivered to Altruist;

4.9.4. Perform vulnerability scans at least once each quarter for all externally-facing applications that receive, access, process or store Altruist Proprietary Information or Client Data; upon request by Altruist, Vendor shall confirm in writing that Vendor has successfully performed such vulnerability scans; Altruist shall have the right to perform vulnerability scans of these applications at least once each quarter at Altruist's expense; and Vendor shall correct all material issues discovered in the course of the vulnerability scans conducted by or on behalf of Vendor or Altruist within thirty (30) days or, if such issue(s) can not be corrected within such thirty (30) day period, within a period of time mutually agreed to by Vendor and Altruist; and

4.9.5. Perform penetration tests at least once each year for all externally-facing applications that receive, access, process or store Altruist Sensitive Information; such penetration tests shall be conducted by a reputable independent third-party; upon request by Altruist, Vendor shall confirm in writing that Vendor has successfully performed such penetration tests; and Vendor shall correct all material issues discovered in the course of such penetration tests conducted by or on behalf of Vendor within thirty (30) days or, if such issue(s) can not be corrected within such thirty (30) day period, within a period of time mutually agreed to by Vendor and Altruist.

4.10. ***Contractors.*** Vendor shall:

4.10.1. Take reasonable steps to select and maintain Contractors that are capable of maintaining security measures to protect Altruist Proprietary Information and Client Data in accordance with applicable laws and regulations and in a manner no less protective than the requirements set forth in this Agreement, including this Schedule; and maintain with each such Contractor a written contract requiring such Contractor, by contract, to implement and maintain such security measures;

4.10.2. Not provide to any Contractor, or allow any Contractor to access, process, store, view or otherwise interact with, any Altruist Proprietary Information or Client Data without obtaining the prior written consent of Altruist;

4.10.3. Not use, in connection with this Agreement, any software or service provided by a third

party where such software or service (a) is deployed by such third party acting as an application service provider (or similar), (b) is a "software as a service" offering (or similar), or (c) involves the use of "cloud computing" or "cloud services" (or similar) without obtaining the prior written consent of Altruist;

4.10.4. Be responsible to Altruist for all acts and omissions of any Contractor, including any failure by a Contractor to comply with the provisions of this Agreement, including this Schedule;

4.10.5. Perform an annual security review of each Contractor; such security review shall include a review of the Contractor's facilities, physical and logical controls, and information security policies and practices. In addition, Vendor shall obtain the agreement of each Contractor to allow Altruist to perform a security review of the Contractor's facilities, physical and logical controls, and information security policies and practices; and

4.10.6. Upon request by Altruist, obtain from each Contractor (or if Altruist's request is limited to specific Contractors, each of those specific Contractors) the right for Altruist to receive a copy of, or otherwise have the ability to review, the report(s) resulting from each audit or review of such Contractor's information security policies, practices and controls that was conducted by an independent third party (e.g. SSAE 16 Type II audit, SAS 70 Type II audit, ISO 27001 certification or similar) within the then most recent three (3) years and that is relevant to the security policies, practices and controls employed by such Contractor to protect Altruist Proprietary Information and/or Client Data.

5. **Information Security Incident Management**. Vendor shall:

5.1. Establish, test, and maintain an information security incident response process that includes, among other things, processes for evidence preservation, informing and working with law enforcement agencies, government agencies and similar parties as appropriate, and performing forensic analyses;

5.2. Notify Altruist of any information security incident involving Altruist Proprietary Information or Client Data, including any security incident at or involving a Contractor's systems, hardware, equipment, devices or premises computers or otherwise involving a Contractor's personnel; Vendor shall provide notification of any such incident promptly, but in no event later than seven (7) days (or if such incident involves Altruist Sensitive Information, in no event later than two (2) days) following the date Vendor first becomes aware of such incident; and

5.3. For each such incident, provide Altruist with a final written notification no later than five (5) days following Vendor's closure of such incident, that includes detailed information regarding the root cause of such incident, actions taken, and plans to prevent a similar event from occurring in the future.

6. **Business Continuity Management**. Vendor shall:

6.1. Establish and maintain a comprehensive business continuity plan ("***BCP***") that covers the restoration of both technology and business operations in the event of an unplanned event; the planning process for the BCP will include risk analysis, business impact analysis, recovery strategies for different scenarios to include geographic/regional events, pandemics, and natural disasters (e.g., tornado, hurricane, flooding, fire, power outage); and the BCP shall cover, among other things, Vendor's operations associated with its activities under this Agreement;

6.2. Test its BCP at least annually and provide Altruist with an annual attestation that Vendor successfully conducted a test of its BCP (such attestation shall include the scope, location(s), and date(s) of the test(s)); and

6.3. Allow Altruist to review Vendor's BCP and the results of Vendor's tests of its BCP conducted within the then most recent three (3) years.

7. **Compliance**. Vendor shall:

7.1. Comply with the Altruist Vendor Information Protection Guidelines set forth below;

7.2. Establish and maintain mutually agreed upon policies and practices for records retention and data destruction applicable to the Altruist Proprietary Information and Client Data and any other information produced in the course of or otherwise related to Vendor's activities under this Agreement;

7.3. Establish a code of ethics and require employees to review and acknowledge it annually (except if and to the extent prohibited by law); and

7.4. If interacting directly with individuals, develop, implement and operate in accordance with a privacy policy (which among other things, describes the types of information collected, how the information is used, stored and shared, any options for an individual to "opt out" of any usage or sharing, and how an individual may access his or her information) and disseminate or otherwise make such privacy policy available to such individuals.

8. **Follow-up Risk Management Actions**. If Altruist has previously performed a security review of Vendor and/or one or more of its facilities (or those of its Contractors, as applicable), and as a result of such security review, items of concern were identified by Altruist, Vendor shall (a) if it has not already done so, cooperate with Altruist to promptly develop a risk management plan to remediate such items of concern, and (b) implement the actions specified in the risk management plan no later than the corresponding date set forth in such risk management plan.

   The risk management plan for the most recent security review shall be set forth in another document prepared and agreed to by the parties

9. **Identity Theft**. If Vendor processes, handles or has access to Personal Information, Vendor shall promptly notify Altruist if, during the course of Vendor's activities under this Agreement, Vendor's employees become aware of any potential identity theft related to the individual(s) to which such Personal Information relates.

[*Remainer of page intentionally left blank.*]

Altruist Vendor

Information Protection Guidelines Altruist Information

Classification and Handling Matrix

Without limiting Vendor's obligations as set forth in this Agreement, including this Schedule, the table below summarizes certain specific requirements applicable when transmitting (or transferring), storing or destroying Altruist Proprietary Information or Client Data, including Altruist Sensitive Information.

Information Classification	Examples	Transmission	Storage	Destruction
Altruist Proprietary Information other than Altruist Sensitive Information	Business strategies and plans; Audit reports; Pre-release marketing information; Altruist proprietary software; Technical specifications or architectures	Electronic: Encrypt when transmitted over public networks or transferred outside of Vendor's premises on portable media or devices or other electronic media; Print: Send via courier (including overnight delivery service) or registered mail with tracking number.	Limit access to authorized personnel only; perform quarterly access rights reviews Encryption when in storage preferred	Electronic: Use DOD 5220.22M or equivalent procedures. Print: Shred
Altruist Sensitive Information	Personal Information (including name, email, phone, mailing address, SSN, or account number) Personal financial information) Personal health information	Same as above	Limit access to authorized personnel only; perform quarterly access rights reviews Encryption in storage required.	Same as above

Encryption

Set forth below are Altruist's current preferred encryption algorithms and current additional acceptable encryption algorithms. Vendor shall use one of the preferred encryption algorithms when encrypting Altruist Proprietary Information or Client Data unless it is not reasonably feasible to do so, in which case Vendor shall use one of the additional acceptable encryption algorithms when encrypting Altruist Proprietary Information or Client Data.

Preferred Encryption Algorithms		
Purpose	**Algorithms**	**Minimum Key Length (Bits)**
Key Exchange	RSA Diffie-Hellman	1024
Data Protection	AES in CBC mode 3DES in CBC EDE3 mode	256 168
Hash	SHA-256 BCrypt	N/A
HMAC	HMAC SHA-256	256
Digital Signature	RSA with SHA-256 DSA with SHA-256	1024

Additional Acceptable Encryption Algorithms		
Purpose	**Algorithms**	**Minimum Key Length (Bits)**
Data Protection	AES in CBC or CTR mode RC4 RC5 in CBC mode Blowfish in CBC mode CAST-128 in CBC mode IDEA in CBC mode	128
Hash	SHA-1 MD5	N/A
HMAC	HMAC SHA-1 HMAC MD5	160 128
Digital Signature	ECC with SHA-256, SHA-1, or MD5 RSA with SHA-1, or MD5 DSA with SHA-1	160 1024 1024

Password-based Authentication Guidelines
All passwords administered or controlled by Vendor (or a Contractor) shall meet the following guidelines:

Area	Guideline
Minimum password length	8 characters
Password complexity	2 of the 4 character types (upper, lower, digits, special), not be easily associated with an individual or process, not found in a dictionary and not represent a pattern. It is strongly recommended that passwords contain 3 of the 4 character types
Maximum password lifetime	At most 180 days
Minimum password history	1 day
Protection in transit	Mandatory. Passwords must be encrypted in transit. Do not pass authentication credentials, including passwords, in cookies.
Protection in storage	Mandatory. Passwords must be hashed using an approved hash algorithm (see table above). Clear text password storage is prohibited.
Password Entry	Disable auto-complete and echo functionality for any password entry fields.
Password authentication	Only allow server side authentication for usernames and passwords.
Default passwords	Change any default passwords. Alternatively, disable or delete accounts with default passwords.
Hard-coded passwords	Do not allow hard coded passwords.
Account lockout	Lock or disable all accounts after a maximum of six failed login attempts.
Account reset/unlock	Establish account reset/unlock procedures to ensure new passwords can only be obtained by the account owner. This can include emailing new passwords to the user's email address, verifying identity by having the user provide previously supplied answers to questions, or similar methods. Require the user to create a new password immediately after successful account reset/unlock.

[*End of Security Requirements Schedule*]