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**ADMINISTRATIVE OFFICE**  
 45 SOUTH FRUIT STREET  
 CONCORD, NH 03301-4857



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GEORGE N. COPADIS, COMMISSIONER  
 RICHARD J. LAVERS, DEPUTY COMMISSIONER

April 19, 2023

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (“NHES”) to enter into a **sole source** amendment to an existing contract between NHES and Telelanguage, Inc. originally approved by the Governor and Council on June 30, 2021 as item #108, to reflect the acquisition of Telelanguage, Inc. by Propio LS, LLC (VC# 303090) and increase the price limitation by \$22,500.00 from \$30,000.00 to \$52,500.00, with no change to the completion date, for telephone interpretation services at NHES offices statewide through June 30, 2024. 100% Federal funds.

Federal funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in SFY 2024, contingent upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY	<u>SFY 2023</u>	<u>SFY 2024</u>
230-500765	Interpreters	\$4,500	\$18,000

**EXPLANATION**

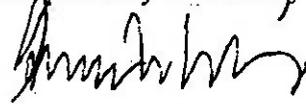
On August 2, 2022, Propio LS, LLC (“Propio”) acquired Telelanguage, Inc. (“Telelanguage”) in a stock acquisition. Since that date, Propio has assumed all of Telelanguage’s obligations under the contract between NHES and Telelanguage. Specifically, Propio has continued to provide telephone interpretation services on an “as needed” basis to NHES offices located through the State of New Hampshire. These services are needed to ensure that NHES’s customers with limited English proficiency are able to access the services and information provided without undue barriers and are afforded due process in adjudicatory proceedings. An assignment of the contract’s rights and obligations from Telelanguage to Propio is included as Exhibit #3 of this Amendment.

*NHES is a proud member of America’s Workforce Network and NH Works. NHES is an Equal Opportunity Employer and complies with the Americans with Disabilities Act. Auxiliary Aids and Services are available on request of individuals with disabilities*

Telephone (603) 224-3311 Fax (603) 228-4145 TDD/TTY Access: Relay 1-800-735-2964 Web site: [www.nhes.nh.gov](http://www.nhes.nh.gov)

Because NHES experienced a significant increase in the need for telephone interpretation services due to the increased volume of claims during the coronavirus pandemic, the original \$30,000.00 has proven to be insufficient. Therefore, this sole source amendment is necessary to replenish the unanticipated additional funds utilized during the pandemic. The increase in the price limitation to \$52,500.00 will enable NHES to continue utilizing Propio's telephone interpretation services through the expiration of the contract on June 30, 2024.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George N. Copadis", written in a cursive style.

George N. Copadis  
Commissioner  
New Hampshire Employment Security

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF EMPLOYMENT SECURITY

CONTRACT 2021-03  
TELEPHONE INTERPRETATION SERVICES

CONTRACT AMENDMENT #1

WHEREAS, New Hampshire Employment Security ("NHES") and Telanguage Inc. ("Telanguage") (collectively the "Parties") are parties to a Contract approved by Governor and Council (6/30/2021, Item #108) for telephone interpretation services at NHES offices statewide;

WHEREAS, the Completion Date of the Contract between NHES and Telanguage is June 30, 2024;

WHEREAS, the Contract between NHES and Telanguage has a price limitation of \$30,000.00;

WHEREAS, on August 2, 2022, Propio LS, LLC ("Propio") acquired Telanguage in a stock acquisition;

WHEREAS, Propio has accepted assignment of Telanguage's rights and responsibilities under the Contract as evidenced by the attached Exhibit # 1 - Equity Purchase Agreement Telanguage Inc., Exhibit # 2 - Amended and Restated Operating Agreement of Telanguage LLC, and Exhibit # 3 - Assignment and Assumption Agreement;

WHEREAS, as of January 23, 2023, Telanguage and Propio have billed NHES for telephone interpretation services in the amount of \$25,073.98; and

WHEREAS, NHES wishes to continue to receive telephone interpretation services for the remaining term of the Contract through June 30, 2024.

NOW, THEREFORE, the Parties agree as follows:

Table 1 – Modifications to General Provisions

Contract	AMENDED TEXT
Form P-37 General Provisions	Amend Section 1.3, Contractor Name, by replacing Telanguage Inc. with Propio LS, LLC.

Section 1.3 Contractor Name	
Form P-37 General Provisions Section 1.4 Contractor Address	Amend Section 1.4, Contractor Address, by replacing 610 SW Broadway, Suite 200, Portland, OR 97205 with 10801 Mastin Boulevard, Suite 580, Overland Park, KS 66210.
Form P-37 General Provisions Section 1.5 Contractor Phone Number	Amend Section 1.5, Contractor Phone Number, by replacing 503-459-5683 with 913-381-3143.
Form P-37 General Provisions Section 1.12 Name and Title of Contractor Signatory	Amend Section 1.12, Name and Title of Contractor Signatory, by replacing Tim Bernal, Project Manager with Christopher Pesce, Chief Financial Officer.

Table 2 – Modifications to Deliverables

Contract	AMENDED TEXT
Exhibit B Section 2.2 Deliverables	<p>Amend Section 2.2, Deliverables, by replacing Telelanguage, Inc. with Propio LS, LLC as follows:</p> <p>The scope of services to be provided by Propio LS, LLC (the "Contractor") under this Agreement will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide telephone interpretation services, including VRI – Video Remote Interpretating at its offices statewide. Communications will often involve sensitive and confidential information and must be handled appropriately and professionally.</p> <p>Propio LS, LLC accepts the rights and responsibilities outlined in Telelanguage, Inc.'s Technical and Cost Proposal submitted in response to RFP# NHES 2021-03 for Statewide Telephone Interpretation Services and such proposals are hereby incorporated by reference to this Agreement.</p> <p>Work under this Agreement will consist of scheduling and providing all work, labor, materials, tools, equipment, and transportation necessary to provide</p>

Contractor Initials CP  
Date 4/19/23

telephone interpretation through any and all phases of an individual's interaction with NHES. Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under the Agreement. Telephone interpretation should be conducted accurately and faithfully to convey full meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions, or embellishments.

In NHES experience, language interpretation services have been used most frequently to assist individuals applying for unemployment benefits and/or seeking reemployment services and information via the telephone, the NHES website or at one of NHES' twelve (12) full service and two (2) itinerant offices. Interpretation services may be used when claimants require assistance at administrative hearings relating to benefits. Telephone interpretation services may also be used periodically in other phases of interaction, including but not limited to individual and group meetings such as Benefits Rights Interviews (BRIs), investigation interviews, and individual reemployment services and workshops.

**Contractor will:**

- a. Provide telephonic interpretation (from English to another language or vice versa) including VRI – Video Remote Interpreting for NHES Limited English Proficiency (LEP) and deaf and hard of hearing customers in a professional manner.
- b. Ensure all interpreters furnished are professionally trained with a verified level of fluency in the specified target language and American Sign Language (ASL), with certification by the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID). The Contractor shall ensure interpretation services are technically correct, culturally proper and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.
- c. Provide telephone interpretation, including VRI – Video Remote Interpreting at NHES facilities in up to twelve (12) full service and two (2) itinerant locations statewide and off-site as needed. See Attachment A for a list for NHES facility locations.
- d. Provide access to 200+ languages and dialects (including less frequently requested languages) and provide a list of available languages and dialects.
- e. Provide trained and experienced personnel including court certified interpreters qualified to interpret legal proceedings.
- f. Provide a clearly defined and effective pre-connection protocol and a live customer support process in place to facilitate the timely and proper assignment of each language request to a qualified interpreter.
- g. Provide conference call capability.

	<p>h. Provide telephone interpretation services on an as-needed basis. While interpretation services will be needed primarily during NHES office hours, Monday through Friday, between 8:00 a.m. and 4:30 p.m., services must be available twenty-four (24) hours, seven (7) days per week, three hundred sixty-five (365) days per year for special circumstances.</p> <p>i. Provide a pin code system or other means to enable staff accessing telephone interpretation services to enter a (9) digit code for each call placed to identify department/section usage. This (9) digit code must be included on the appropriate line of each billing statement sent to NHES for approval and payment.</p> <p>j. Invoice on a monthly basis and contain usage in one-minute increments. The monthly itemized invoice will show sufficient detail including but not limited to agency code, code of individual placing the call, date, time and duration of call, language requested, rate, and total.</p>
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**Table 3 – Modifications to Price Terms**

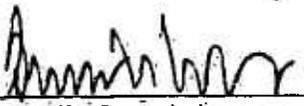
Contract	AMENDED TEXT								
Form P-37 General Provisions Section 1.8 Price Limitation	Amend Section 1.8, Price Limitation, by replacing \$30,000.00 with \$52,500.00, an increase of \$22,500.00.								
Exhibit C Section 3.1 Pricing in Accordance With Proposal	<p>Amend Section 3.1 by replacing Total Contract Cost Not to Exceed: \$30,000.00 with \$52,500.00 and amending the Estimated Breakdown by Year table as follows:</p> <p>The Contractor agrees to provide NHES with services as indicated in Exhibit B of this Agreement at prices quoted in the Proposal as shown below. The Contract is for a term beginning July 1, 2021 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2024. Any request for service through the end of that term is covered in accordance with the terms set forth herein.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="text-align: center;">Rate per Minute</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Language</td> <td style="text-align: center;">Monday – Friday 8:00 AM – 4:40 PM EST plus Nights Weekends &amp; Holidays</td> </tr> <tr> <td style="text-align: center;">Spanish</td> <td style="text-align: center;">\$0.63</td> </tr> <tr> <td style="text-align: center;">All others</td> <td style="text-align: center;">\$0.80</td> </tr> </tbody> </table>		Rate per Minute	Language	Monday – Friday 8:00 AM – 4:40 PM EST plus Nights Weekends & Holidays	Spanish	\$0.63	All others	\$0.80
	Rate per Minute								
Language	Monday – Friday 8:00 AM – 4:40 PM EST plus Nights Weekends & Holidays								
Spanish	\$0.63								
All others	\$0.80								

Contractor Initials CP  
Date 4/12/23

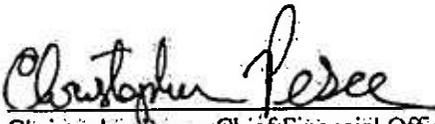
ASL via VRI	\$2.49			
Spanish via VRI	\$0.99			
All others via VRI	\$1.29			
Rates are all-inclusive				
Total Contract Cost Not to Exceed: \$52,500.00				
	Year 1	Year 2	Year 3	Total
Estimated Breakdown by Year	\$17,250.00	\$17,250.00	\$18,000.00	\$52,500.00

All other terms and conditions of the Contract between NHES and Telelanguage, as approved by Governor and Council on June 30, 2021, remain in effect.

IN WITNESS WHEREOF, THE Parties have hereunto set their hands as of the day and year shown below.

  
 \_\_\_\_\_  
 George N. Copadis, Commissioner  
 New Hampshire Employment Security

Date: 4/19/23

  
 \_\_\_\_\_  
 Christopher Pesce, Chief Financial Officer  
 Propio LS, LLC

Date: 4/18/23

Duncan A. Edgar  
 \_\_\_\_\_  
 New Hampshire Department of Justice

Date: April 19, 2023

Approved by the Governor & Executive Council

Date: \_\_\_\_\_

Contractor Initials CP  
 Date 4/18/23

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**EQUITY PURCHASE AGREEMENT**

**TELELANGUAGE, INC.**

**Dated as of August 2, 2022**

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B	Net Working Capital Methodology
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**DISCLOSURE SCHEDULE**

## **EQUITY PURCHASE AGREEMENT**

This EQUITY PURCHASE AGREEMENT (this “Agreement”), dated as of August 2, 2022 (the “Agreement Date”), is made by and between Propio LS, LLC, Delaware limited liability company (“Buyer”), and A&L Founder Holdings, Inc., a Delaware corporation (“Seller”). Buyer and Seller shall be referred to herein from time to time collectively as the “Parties” and individually as a “Party”.

### **RECITALS**

A. Prior to the Closing Date, all of the following took place: (a) the Owners formed Seller; (b) the Owners contributed (the “Contribution”) all of the outstanding shares of capital stock of Telelanguage Inc., an Oregon corporation (the “Company”) to Seller; and (c) following the Contribution, Seller caused the Company to convert (the “Conversion”) to a Delaware limited liability company, and simultaneously therewith the Company became properly classified as a disregarded entity within the meaning of Treasury Regulation Section 301.7701-3 (such series of restructuring transactions being the “Reorganization”).

B. Following the Reorganization, Seller owns all of the issued and outstanding equity interests of the Company (collectively, the “Interests”), which represent all of the issued and outstanding equity interests of the Company.

C. The Company is engaged in the business of remote interpretation via telephone and video, translation, onsite interpretation and scheduling software as a service (the “Business”).

D. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of the Interests, in accordance with, and subject to the terms and conditions of, this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### **ARTICLE I** **SALE AND TRANSFER OF INTERESTS; CLOSING**

1.1 Purchase and Sale of Interests. Subject to the terms and conditions set forth in this Agreement and the other Transaction Documents, at the Closing, as more particularly set forth below, Seller will sell, assign, transfer and deliver to Buyer all of the Interests, free and clear of any Liens, and Buyer will purchase and/or accept from Seller, all of Seller’s right, title and interest in and to the Interests.

1.2 Initial Purchase Price. At the Closing, the aggregate consideration to be paid by the Buyer for the Interests will be an amount in cash equal to (a) the sum of \$60,000,000 *plus* (i) the amount of any Company Cash in excess of \$400,000 and (ii) the Working Capital Overage, if any, *less* (b) the amount of Company Indebtedness, *less* (c) the amount of Company Transaction Expenses unpaid by the Company as of the Closing, *less* (d) the Working Capital Underage, and *less* the difference between \$400,000 minus the amount of any Company Cash if the Company

Cash is under \$400,000 (such result, the “Initial Purchase Price”). The Initial Purchase Price shall be subject to adjustment pursuant to Section 1.7.

1.3 Payments at Closing. Subject to the terms and conditions set forth herein, at the Closing:

(a) Buyer will pay in full in cash, on behalf of the Company, the Company Indebtedness listed on Schedule 1.3(a) (the “Paid Indebtedness”) to each holder of such Company Indebtedness listed on such Schedule and in such amount stated in each Payoff and Release Letter, by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to Buyer prior to the Closing Date pursuant to Section 1.5(a)(viii).

(b) To the extent not otherwise paid by the Company, Buyer will pay, on behalf of the Company, Company Transaction Expenses to the applicable service providers by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to Buyer prior to the Closing Date.

(c) Buyer will pay the Escrow Amount to the Escrow Agent, by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to Buyer prior to the Closing Date, to be held in escrow by the Escrow Agent in a designated account (the “Escrow Account”), as security for Seller’s obligations under Section 1.7 in accordance with the terms of an escrow agreement, in an agreed form to be entered into by Buyer, Seller and the Escrow Agent as of the Closing Date (the “Escrow Agreement”).

(d) The Company on behalf of Buyer will issue to Seller a Seller Note in the principal amount of \$10,000,000.

(e) Buyer will pay to Seller, by wire transfer of immediately available funds to the accounts and in the amounts designated for Seller on Schedule 1.3(e) the Initial Purchase Price less those amounts paid pursuant to subsections (a) through (d) above (the “Closing Consideration”).

(f) Buyer will pay, on behalf of the Company, the amount of reasonable legal fees and costs actually incurred by the Company in connection with the consummation of the Reorganization to the applicable service provider(s) by wire transfer of immediately available funds in accordance with the wire transfer instructions delivered to Buyer prior to the Closing Date.

1.4 Closing. The closing of the transactions contemplated by this Agreement (the “Closing”) will take place via the electronic transmittal of executed documents on the Agreement Date, or such other date as is mutually agreed in writing by Seller and Buyer (the date the Closing actually takes place, the “Closing Date”). The Parties agree that the Closing will be effective and deemed to have occurred as of 11:59 p.m., Eastern time on the Closing Date. The failure to consummate the purchase and sale provided for by this Agreement on the date and time pursuant to this Section 1.4 shall not result in the termination of this Agreement and shall not relieve any Party of any obligation under this Agreement.

## 1.5 Closing Deliveries.

(a) At or before the Closing, Seller will deliver, or cause to be delivered, to Buyer, the following:

(i) an assignment and assumption agreement (the "Assignment and Assumption Agreement") transferring the Interests from Seller to Buyer, dated the Closing Date and executed by Seller, in form reasonably satisfactory to Buyer;

(ii) certificate of good standing for the Company from the Secretary of State of the state of the Company's state of organization, dated within ten (10) Business Days prior to the Closing Date;

(iii) a certificate of a duly authorized officer of Seller, in a form approved in advance by Buyer, dated the Closing Date and executed by such officer, certifying that attached thereto (i) is a true, correct and complete certified copy of each Charter Document of the Company, in each case as are then in full force and effect, and (ii) are resolutions of the board of directors (or similar governing body) of Seller authorizing Seller's execution, delivery and performance of this Agreement, the Transaction Documents and the transactions contemplated herein and therein;

(iv) the third-party consents listed on Schedule 1.5(a)(iv) (the "Required Consents");

(v) duly executed resignation letters, effective at and subject to the Closing, of such officers and managers of the Company set forth on Schedule 1.5(a)(v);

(vi) a signature page to the Escrow Agreement, duly executed by Seller;

(vii) an executed IRS Form W-9 from Seller or a certificate of non-foreign status, in form and substance acceptable to Buyer, certifying that Seller is not a foreign person within the meaning of Section 1445 of the Code;

(viii) all wire transfer instructions on behalf of Seller and each applicable third party;

(ix) employment agreements, by and between Buyer and each individual identified on Schedule 1.5(a)(ix), each dated as of the Closing Date, in form and substance acceptable to Buyer and duly executed by each such individual (collectively, the "Employment Agreements");

(x) owner restrictive covenant agreements, by and between Buyer and each Owner, each dated as of the Closing Date, in form and substance acceptable to Buyer and duly executed by such Owner (collectively, the "Owner Restrictive Covenant Agreements");

(xi) general releases for the benefit of the Company duly executed by each Owner and manager or officer of the Company, dated on or before the Closing Date and in form and substance acceptable to Buyer (collectively, the "General Releases");

(xii) a payoff letter or release form from each Person to which there is any Indebtedness of the Company or that holds any Lien (other than a Permitted Lien) on any asset of the Company, each dated on or before the Closing Date and in a form reasonably satisfactory to Buyer, in each case that states the amount of such Indebtedness of the Company (if any), the process for paying off such Indebtedness (if any) and the release of (or agreement to release) all applicable Liens (if any), other than Permitted Liens (each a "Payoff and Release Letter");

(xiii) evidence of the completion of the Reorganization, in form and substance reasonably acceptable to Buyer; and

(xiv) all other documents and items required by this Agreement to be delivered, or caused to be delivered, by Seller at Closing (if any).

(b) At or before the Closing, Buyer will deliver, or cause to be delivered, to Seller, the following:

(i) the Closing Consideration;

(ii) a signature page to the Assignment and Assumption Agreement, duly executed by Buyer;

(iii) a signature page to the Escrow Agreement, duly executed by Buyer;

(iv) a signature page to each of the Employment Agreements, duly executed by Company;

(v) a signature page to each of the Owner Restrictive Covenant Agreements, duly executed by Buyer;

(vi) the Seller Note, executed by the Company; and

(vii) evidence of binding of the R&W Insurance Policy.

1.6 Pre-Closing Purchase Price Adjustment. Prior to the date hereof, Seller has delivered to Buyer a good faith estimate (the "Working Capital Estimate") of the Net Working Capital as of the close of business on the Closing Date without giving effect to any of the transactions contemplated hereby, together with related supporting schedules, calculations and documentation and any resulting Working Capital Overage or Working Capital Underage. A "Working Capital Overage" shall exist when (and shall be equal to the amount by which) the Working Capital Estimate exceeds the Target Working Capital. A "Working Capital Underage" shall exist when (and shall be equal to the amount by which) the Target Working Capital exceeds the Working Capital Estimate.

1.7 Post-Closing Purchase Price Adjustment.

(a) Working Capital Statement. As soon as practicable but in no event later than ninety (90) days after the Closing Date, Buyer shall deliver to Seller a statement (the "Working Capital Statement") of the Net Working Capital as of the close of business on the

Closing Date without giving effect to any of the transactions contemplated hereby and determined in accordance with the Accounting Principles (the "Final Working Capital"), together with related supporting schedules, calculations and documentation necessary to compute and verify the information set forth in the Working Capital Statement.

(b) Dispute. Within thirty (30) days following receipt by Seller of the Working Capital Statement, Seller shall either inform Buyer in writing that the Working Capital Statement is acceptable or deliver written notice (the "Notice of Disagreement") to Buyer of any dispute Seller has with respect to the preparation or content of the Working Capital Statement or the Final Working Capital reflected therein. The Notice of Disagreement must describe in reasonable detail the item(s) contained in the Working Capital Statement that Seller disputes and the basis for any such dispute. If Seller does not notify Buyer of a dispute with respect to the Working Capital Statement within such thirty (30)-day period, such Working Capital Statement and the Final Working Capital reflected in the Working Capital Statement will be final, conclusive and binding on the Parties. In the event a Notice of Disagreement is delivered to Buyer, Buyer and Seller shall negotiate in good faith to resolve such dispute. If Buyer and Seller, notwithstanding such good faith effort, fail to resolve such dispute within fourteen (14) days after Seller advises Buyer of its objection(s), then Buyer and Seller jointly shall engage the Independent Accountant to resolve such dispute in accordance with the standards set forth in this Section 1.7(b). Seller and Buyer shall use reasonable efforts to cause the Independent Accountant to render a written decision resolving the matters submitted to the Independent Accountant within thirty (30) days of the making of such submission. The scope of the disputes to be resolved by the Independent Accountant shall be limited to whether the item(s) in dispute that were properly included in the Notice of Disagreement were prepared in accordance with Accounting Principles and the Independent Accountant shall determine, on such basis, whether and to what extent, the Working Capital Statement and the Final Working Capital reflected therein require adjustment. The Independent Accountant is not to make any other determination, including any determination as to whether the Target Working Capital or the Working Capital Estimate is correct. The Independent Accountant's decision shall be based solely on written submissions of Seller and Buyer and their respective representatives and not by independent review. The Independent Accountant shall address only those item(s) in dispute and may not assign a value greater than the greatest value for such item claimed by either Party or smaller than the smallest value for such item claimed by either Party. The Non-Prevailing Party in such dispute resolution will pay its own and its Affiliates' fees and expenses with respect to such dispute resolution and will also pay the fees and expenses of the Independent Accountant *plus* the reasonable out-of-pocket fees and expenses (including reasonable attorneys' fees) of the Prevailing Party and its Affiliates with respect to such dispute resolution. Notwithstanding the foregoing, if the Independent Accountant's determination of such items in dispute is exactly midway between Seller's and Buyer's determination of such items, then Seller and Buyer each will pay (i) one-half of the fees and expenses of the Independent Accountant and (ii) its own and its Affiliates' fees and expenses. Seller, on the one hand, or Buyer, on the other hand, is the "Prevailing Party" if the Independent Accountant's determination of such items is closer to such Party's determination of such items than it is to the other Party's determination of such items (in each case in the aggregate and as submitted to the Independent Accountant). Seller, on the one hand, or Buyer, on the other hand, is the "Non-Prevailing Party" if the other is the Prevailing Party.

(c) Access. For purposes of complying with the terms set forth in this Section 1.7, each Party shall cooperate with and make available to the other Party and its respective representatives all information, records, data and working papers, and shall permit reasonable access to its facilities and personnel, as may be reasonably required in connection with the preparation and analysis of the Working Capital Statement or the Final Working Capital reflected therein and the resolution of any disputes in connection therewith.

(d) Downward Adjustment. If Final Working Capital (as finally determined pursuant to this Section 1.7) is less than the Working Capital Estimate, then the Cash Consideration will be adjusted downward by the amount of such shortfall (the "Downward Adjustment Amount"), and Buyer and Seller shall deliver a joint written authorization to the Escrow Agent within two (2) Business Days from the date on which the Final Working Capital is finally determined instructing the Escrow Agent to pay to Buyer an amount equal to the Downward Adjustment Amount, out of the Escrow Amount. The Parties agree that any Downward Adjustment Amount (together with any interest earned on such amount) shall be payable solely out of the Escrow Amount. If any Escrow Amount remains in the Escrow Account following disbursement to Buyer of the Downward Adjustment amount, the Parties shall cause such remainder of the Escrow Amount to be disbursed to Seller simultaneous to such Downward Adjustment being disbursed to Buyer.

(e) Upward Adjustment. If Final Working Capital (as finally determined pursuant to this Section 1.7) is greater than the Working Capital Estimate, then the Purchase Price will be adjusted upward by the amount of such excess (the "Upward Adjustment Amount"), and (i) Buyer shall pay to Seller, by wire transfer of immediately available funds, to the accounts designated in writing by Seller, an amount in cash equal to the Upward Adjustment Amount, and (ii) Buyer and Seller shall deliver a joint written authorization to the Escrow Agent within two (2) Business Days from the date on which the Final Working Capital is finally determined instructing the Escrow Agent to cause the Escrow Amount to be disbursed to Seller.

(f) No Adjustment. If the Final Working Capital (as finally determined pursuant to this Section 1.7) is equal to the Working Capital Estimate, there shall be no adjustment to the Purchase Price pursuant to this Section 1.7, and Buyer and Seller shall deliver a joint written authorization to the Escrow Agent within two (2) Business Days from the date on which the Final Working Capital is finally determined instructing the Escrow Agent to cause the Escrow Amount to be disbursed to Seller.

1.8 Escrow. The Escrow Amount will be held in the Escrow Account established by the Escrow Agent, but held for the benefit of the Parties in accordance with the terms of the Escrow Agreement. The fees and expenses of the Escrow Agent shall be shared equally between Buyer, on the one hand, and Seller, on the other hand. The release of funds from the Escrow Account shall be governed by the Escrow Agreement and the terms of this Agreement (which, for clarity, will control over the Escrow Agreement).

1.9 Tax Treatment. The Parties acknowledge and agree that, for U.S. federal income Tax purposes (and applicable state and local income Tax purposes), as a result of the consummation of the Reorganization and the sale of the membership interests in the Company to Buyer, Seller shall be treated as selling to Buyer all of the assets of the Company, subject to all of

the liabilities of the Company, in a transaction described under Section 1001 of the Code. Except as otherwise required by applicable Law, each Party shall, and shall cause each of its Affiliates to (a) report, act and file all Tax Returns in all respects and for all purposes consistent with the foregoing treatment (including order noted), and (b) not take any position for Tax purposes (whether in audit, Tax Returns or otherwise) that is inconsistent with the foregoing treatment.

1.10 Withholding Rights. The Buyer and the Escrow Agent may deduct and withhold from any amounts payable pursuant to or as contemplated by this Agreement or the Escrow Agreement any Taxes or other amounts required under the Code or any applicable Law to be deducted and withheld, and, to the extent that any amounts are so deducted or withheld, such amounts will be treated for all purposes of this Agreement and the Escrow Agreement as having been paid to the Person in respect of which such deduction and withholding was made. If the Buyer or any of its Affiliates determines that an amount is required to be deducted and withheld from any payment made under this Agreement, other than by reason of wage withholding or any withholding pursuant to Section 1445 of the Code, Buyer shall use its reasonable efforts to give the Seller reasonable notice of the proposed withholding provide Seller with a opportunity to provide any documentation to Parent or the other applicable withholding agent in order to reduce or eliminate such withholding; provided, however, that under no circumstances shall Buyer be required to take any actions hereunder that would cause Buyer not to be in compliance with its payments obligations hereunder or its withholding obligation under applicable Law. To the extent that amounts are so deducted and withheld by Buyer or the Escrow Agent, as the case may be, such amounts shall be treated for all purposes of this Agreement as having been paid to Seller.

1.11 Earnout.

(a) Subject to Section 1.12 herein, Buyer will pay to Seller up to \$10,000,000 (such amount actually earned pursuant to this Agreement, the "Earnout Amount," with \$10,000,000 hereinafter referred to as the "Maximum Earnout Amount") with respect to the twelve-month period ended July 31, 2023 (the "Measurement Period") if the conditions set forth in this Section 1.11 are met.

(i) If Gross Revenue from Eligible Customers is greater than \$24,000,000 (the "Earnout Minimum") during the Measurement Period, then Seller will be eligible to receive a payment from Buyer of up to \$10,000,000, which payment (the "Earnout Payment") is based upon the following equation: (i) Gross Revenue from Eligible Customers during the Measurement Period minus \$24,000,000; (ii) divided by \$4,000,000; (iii) multiplied by \$10,000,000. For example:

(1) If Gross Revenue from Eligible Customers during the Measurement Period was equal to \$28,000,000, then the Earnout Payment would be equal to \$10,000,000.

(2) If Gross Revenue from Eligible Customers during the Measurement Period was equal to \$27,000,000, then the Earnout Payment would be equal to \$7,500,000.

(3) If Gross Revenue from Eligible Customers during the Measurement Period was equal to \$24,500,000, then the Earnout Payment would be equal to \$1,250,000.

(ii) Subject to Section 1.11(g), If Gross Revenue from Eligible Customers during the Measurement Period is less than the Earnout Minimum during the Measurement Period, Seller will not be eligible to receive any Earnout Payment from Buyer pursuant to this Agreement.

(b) Within 35 days following the end of the Measurement Period, Buyer will prepare and deliver to Seller a statement (the "Earnout Statement") stating, in reasonable detail, Buyer's good faith determination of the Earnout Amount (and each component thereof) for the Measurement Period. If Seller is entitled to any portion of the Earnout Amount pursuant to this Section 1.11, Buyer will pay to Seller the Earnout Payment within thirty (30) days after the date of final determination of the Earnout Amount pursuant to this Section 1.11, with such payment being made pursuant to wire transfer instructions received from Seller.

(c) Seller acknowledges and agrees that (1) the sole and exclusive right of Seller under this Section 1.11 will be to receive an Earnout Payment, if the Company actually achieves the requisite level of Gross Revenue from Eligible Customers during the Measurement Period, and (2) there can be no assurance that the requirements for payment of the Earnout Payment will be achieved.

(d) On or before the 30th day after the end of each calendar month during the Measurement Period, Buyer will prepare and deliver to Seller a pro forma written statement stating, in reasonable detail, Buyer's non-binding calculation of the Gross Revenue from Eligible Customers during such calendar month.

(e) From the Closing through the end of the Measurement Period, Buyer shall and shall cause its Affiliates, including the Company: (1) not to take any action or omit to take any action, in either case, that is intended to reduce or avoid the Earnout Payment, (2) not to divert any business of the Company to Buyer or another controlled entity or business with the intent of reducing or avoiding the Earnout Payment, and (3) offer a level of customer support to the Company's customers which, if commercially reasonable to do so, shall be substantially similar to the level of support provided by the Company prior to Closing. Nothing in this Agreement is intended to control or otherwise restrict in any way management of Buyer from operating the Company in a commercially reasonable manner.

(f) Seller acknowledges and agrees that (1) the sole and exclusive right of Seller under this Section 1.11 will be to receive an Earnout Payment, if the Company achieves the requisite level of Gross Revenue from Eligible Customers during the Measurement Period, and (2) there can be no assurance that the requirements for payment of the Earnout Payment will be achieved.

(g) Notwithstanding anything to the contrary herein, if Buyer consummates a Change in Control Transaction prior to the expiration of the Measurement Period, Seller shall be entitled to receive a payment from Buyer equal to the Maximum Earnout Amount, which shall be

payable to Seller within sixty (60) days after the consummation of the Change in Control Transaction.

(h) Any payment made pursuant to this Section 1.11 shall, for Tax purposes, be deemed to be an adjustment to the Purchase Price.

(i) Review and Payment Procedures.

(i) If the Earnout Amount paid is less than the Maximum Earnout Amount, Seller and its accountants shall be entitled to review any work papers, trial balances and similar materials related to each Earnout Statement, as applicable, prepared by Buyer or its outside accountants (and Buyer and its representatives shall reasonably cooperate with Seller and Seller's accountants to facilitate such review).

(ii) If Seller has not given Buyer written notice of Seller's objection(s) (the "Objection Notice") to the calculation of the Earnout Payment reflected therein by the sixtieth (60th) day following delivery of the Earnout Statement, then Buyer's calculation of the Earnout Payment shall be binding and conclusive on the Parties for all purposes hereunder.

(iii) If Seller provides Buyer with an Objection Notice within the 60-day period referenced in Section 1.11(i)(ii) above, and if Seller and Buyer fail after negotiating in good faith, to resolve the issues outstanding with respect to Buyer's calculation of the Earnout Payment within thirty (30) days of Buyer's receipt of Seller's Objection Notice, Seller and Buyer shall submit the issues remaining in dispute to the Independent Accountant for resolution in accordance with the terms of this Section 1.11. The Independent Accountant shall resolve any disputed issues only and determine the disputed Earnout Payment based solely on the provisions of this Section 1.11 and Buyer's and Seller's copies of the work papers and other documents and information relating to the calculation of the Earnout Payment, and not on an independent review. The Parties hereto agree that all adjustments shall be made without regard to materiality. The Independent Accountant shall only decide the specific items under dispute by the Parties as set forth in the Objection Notice. The Independent Accountant shall make a determination, and deliver such determination in writing to Seller and Buyer, as soon as practicable but no later than thirty (30) days after its engagement (unless the Parties shall mutually agree in writing to a longer period), and its resolution of the disputed issues and its determination of the disputed Earnout Payment shall be conclusive and binding upon the Parties. The fees and expenses of the Independent Accountant shall be paid by Seller and Buyer based upon the percentage that the amount actually contested but not awarded to Seller or Buyer, respectively, bears to the aggregate amount actually contested by Seller and Buyer.

(j) During the period between Closing and the end of the Measurement Period, Buyer covenants to Seller that (i) Buyer shall maintain the Company's books and records, (A) in accordance with GAAP (consistent with the revenue recognition principles as reflected in the Company's financial statements for the year ended December 31, 2021), and (B) sufficiently for the calculation of the Earnout Payment and (ii) such books and records shall be made available for Seller's review until the payment of the Earnout Payment is definitively determined pursuant to Section 1.11. During the Measurement Period, Buyer shall not cause or permit the Company to be merged into or otherwise combined with, or transfer any material assets of the Company to

Buyer or an Affiliate of Buyer. Appropriate allocations shall be made to reflect any resources of the Company allocated to such other business(es).

1.12 Stay Bonus Offset Against Seller Note and Earnout Payment. Buyer shall have the right, including the right to cause the Company, to offset the amount paid under the Stay Bonus Agreements or the Employment Agreements (solely with respect to any stay bonus payments contemplated therein) against any payment or payments otherwise due under the Seller Note or the Earnout Payment, if any, or any combination thereof. Any offset against the Seller Note made in accordance with this Section 1.12 shall be deemed to have occurred upon the date that the Buyer pays, or causes the Company to pay, the relevant amount under any Stay Bonus Agreement or Employment Agreement (solely with respect to any stay bonus payments contemplated therein) and shall reduce the principal amount of the Seller Note as of such date, including for purposes of calculating interest under the Seller Note. In no event will the exercise of any right to withhold payment or right of offset under this Section 1.12 constitute an event of default under the Seller Note or a breach of this Agreement.

1.13 Post-Closing Matter. Post-Closing, Seller shall assist Buyer in promptly (i) withdrawing all of the Company's foreign registrations that currently exist under the name "Telelanguage Inc." and (ii) registering the Company in each state in which the Company was formerly registered under the name "Telelanguage Inc."

## **ARTICLE II** **REPRESENTATIONS AND WARRANTIES OF SELLER** **WITH RESPECT TO SELLER**

Except as set forth in the Disclosure Schedule; in order to induce Buyer to enter into this Agreement, Seller represents and warrants to Buyer that the statements in this Article II are true and correct as of the Agreement Date.

2.1 Organization; Authority; Binding Nature of Agreement. Seller is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization. Seller is duly qualified and in good standing to do business as a foreign entity in each jurisdiction in which the ownership or leasing of its assets or the conduct of its business requires such qualification, except in those jurisdictions where the failure to so qualify would not have a material and adverse effect on Seller's ability to consummate the transactions contemplated by this Agreement. Seller has full power and authority to own and lease its properties and assets and conduct its business. Seller has the necessary power and authority to enter into and to perform its obligations under each Transaction Document to which it is party, and the execution, delivery and performance by such of the Transaction Documents to which it is party have been duly authorized by all necessary action on the part of Seller. This Agreement constitutes, and each of the other Transaction Documents when executed will constitute, the legal, valid and binding obligation of Seller to such Transaction Document, enforceable against Seller in accordance with its terms, subject to, and limited by (i) Applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (ii) legal and equitable limitations on the availability of specific remedies.

2.2 No Violation; Consents and Approvals. Except as set forth in Section 2.2 of the Disclosure Schedule, the execution and delivery by Seller of this Agreement and the other Transaction Documents to which it is a party do not, and the consummation of the transactions contemplated hereby and thereby and compliance with the terms hereof and thereof will not (a) conflict with, or result in any violation of or default (or an event which, with notice or lapse of time or both, would constitute a default) under (i) any provision of any organizational documents of Seller or (ii) any Order or Applicable Law applicable to Seller or the property or assets of Seller or (b) give rise to any right of termination, cancellation or acceleration under, require Consent under, or result in the creation of any Lien upon any of the properties of Seller under, any Contract to which Seller is a party or by which Seller or any assets of Seller may be bound. Except as set forth in Section 2.2 of the Disclosure Schedule, no Governmental Approval of any Governmental Authority is required to be obtained or made by or with respect to Seller in connection with the consummation of the transactions contemplated hereby.

2.3 Ownership of Interests. Seller is the record and beneficial owner of the Interests, which constitute all of the issued and outstanding equity interests of the Company. Seller has good and valid title to the Interests, free and clear of all Liens, claims, demands and restrictions on transfer, and has full power, right and authority to transfer such Interests hereunder. Seller has the full right, power and authority to transfer, convey and sell to Buyer the Interests owned of record by Seller, and upon execution and delivery of the Assignment and Assumption Agreement contemplated hereby, Seller will transfer to Buyer good and valid title to the Interests, free and clear of all Liens and any other restrictions on transfer.

2.4 Brokers. Except as set forth in Section 2.4 of the Disclosure Schedule, no broker, finder or financial advisor or other Person is entitled to any brokerage fees, commissions, finders' fees or financial advisory fees in connection with the transactions contemplated hereby by reason of any action taken by Seller or any of its managers, officers, employees, representatives or agents.

2.5 Litigation. There is no Proceeding pending or threatened in writing against Seller or to which Seller is a party or to which any of its properties or assets is subject, and Seller is not subject to any Order, in each case, that questions the legality or propriety of the transactions contemplated by this Agreement or that would reasonably be expected to restrain, enjoin, prevent, hinder, delay, condition or prohibit the consummation of the transactions contemplated hereby.

2.6 Exclusivity of Representations. The representations and warranties made by Seller in this Agreement are the exclusive representations and warranties made by Seller. Seller hereby disclaims any other express or implied representations or warranties, including, without limitation, regarding any pro forma financial information, financial projections or other forward-looking statements provided by or on behalf of Seller.

**ARTICLE III**  
**REPRESENTATIONS AND WARRANTIES OF SELLER**  
**WITH RESPECT TO THE COMPANY**

Except as set forth in the Disclosure Schedule, Seller hereby represents and warrants to Buyer as of the date hereof with respect to the Company as follows:

3.1 Organization, Power and Authority. The Company is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite power and authority to enter into the Company Agreements and to consummate the transactions contemplated thereby, to own, lease and operate its properties and to conduct its business. The Company is duly qualified or licensed to do business as a foreign entity and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it make such qualification necessary, except where the failure to obtain such qualification or license would not, individually or in the aggregate, have a Material Adverse Effect. A list of all such jurisdictions in which the Company is qualified or licensed to do business is set forth on Section 3.1 of the Disclosure Schedule. The Company is not in breach or violation in any material respect of any Charter Documents.

3.2 Authority of the Company. Each Company Agreement has been duly authorized by all necessary power or other action of the Company, and each Company Agreement that has been or will be as of the Closing Date duly executed and delivered by the Company and constitutes or will constitute a valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms, except to the extent such enforceability may be subject to, and limited by (i) Applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization or similar Applicable Laws from time to time in effect which affect creditors' rights generally, or (ii) legal and equitable limitations on the availability of specific remedies.

3.3 Capitalization.

(a) Section 3.3(a) of the Disclosure Schedule sets forth the authorized, issued and outstanding equity interests of the Company. Except as set forth in Section 3.3(a) of the Disclosure Schedule, there are no equity securities of the Company issued, reserved for issuance or outstanding and no outstanding (i) options, warrants, purchase rights, subscription rights, conversion rights, exchange rights, rights of first refusal, preemptive rights, convertible instrument, exchange right or other Contracts that require the Company to issue, sell, or otherwise cause to become outstanding any of its equity interests, (ii) stock appreciation, phantom stock, profit participation or similar equity participation rights with respect to the Company, and there is no agreement or arrangement not yet fully performed that would result in the creation of any of the foregoing, or (iii) trust (including any voting trust), proxy or other Contract with respect to any equity security of the Company.

(b) Seller is the sole record owner of, and has good and valid title to, all of the Interests, as set forth on Section 3.3(a) of the Disclosure Schedules, free and clear of all Liens.

(c) All of the issued and outstanding equity interests of the Company are duly authorized, validly issued, fully paid and non-assessable, and have not been issued in violation of any purchase or call option, right of first refusal, subscription right, preemptive rights or other similar right.

3.4 No Subsidiaries. The Company has no, and, since its formation, has not had any, direct or indirect Subsidiaries and the Company does not own, and, since its formation, has not owned, directly or indirectly, any Equity Interest in, or any interest convertible or exchangeable or exercisable for, any Equity Interest in, any Person. The Company has not agreed to make, nor is it

obligated to make, nor is it otherwise bound by any agreement under which it may become obligated to make, any future investment in or debt or equity capital contribution in or to any other Entity.

### 3.5 No Violation; Consents and Approvals.

(a) Except as set forth in Section 3.5(a) of the Disclosure Schedule, the execution and delivery by the Company Agreements do not, and the consummation of the transactions contemplated by this Agreement and the Company Agreement and compliance with the terms hereof and thereof will not (a) conflict with, or result in any violation of or default (or an event which, with notice or lapse of time or both, would constitute a default) under (i) any provision of the Charter Documents of the Company, or (ii) any Order or Applicable Law applicable to the Company or the property or assets of the Company or (b) give rise to any right of termination, cancellation, modification or acceleration of any obligation, or loss of any material rights under, or result in the creation of any Lien upon, the Interests, the Company, the Business or any of the Company's material properties or assets (tangible or intangible). Except as set forth in Section 3.5 of the Disclosure Schedule, no Governmental Approval of any Governmental Authority is required to be obtained or made by or with respect to the Company in connection with the consummation of the Transactions.

(b) Except as listed in Section 3.5(b) of the Disclosure Schedule, (i) no Consent is or was required in connection with the execution, delivery or performance of the Company Agreements by the Company or any Affiliate thereof or consummation of the transactions contemplated this Agreement or the Company Agreement by the Company or any Affiliate thereof and (ii) neither the execution nor delivery of this Agreement nor consummation of the transactions contemplated herein or the Company Agreements did, does or will (with or without the passage of time or giving of notice) (A) constitute a breach or violation of or a default under, contravene, conflict with or give rise to or create any right or obligation of any Person to create, accelerate, increase, terminate, renegotiate, modify or cancel any right or liability, including with respect to any Insurance Policy, Company Plan, permit, Real Property Lease or other Contract; or (B) give rise in any material respect to any limitation, restriction or adverse effect on the Company's ability to conduct the Business after Closing. "Consent" means any approval, authorization or consent by, ratification, waiver or declaration of, filing or registration with, or notification to, any Person.

### 3.6 Financial Statements.

(a) Seller has heretofore delivered to Buyer copies of (i) the unaudited balance sheet of the Company as of December 31, 2020 and December 31, 2021 and the related unaudited statements of operations, for the fiscal years then ended (collectively, the "Annual Financial Statements") and (ii) the unaudited balance sheet of the Company and the related unaudited statements of operations, as of and for the five (5) month period ended May 31, 2022 (the "Interim Financial Statements") and, together with the Annual Financial Statements, the "Financial Statements"). Except as listed on Section 3.6(a) of the Disclosure Schedule, the Financial Statements (a) have been prepared in accordance with the Company's past practice, consistently applied, (b) have been prepared in accordance with, and are consistent with, in all material respects the books and records of the Company (which books and records are correct and complete in all material respects), and (c) fairly present, in all material respects, the assets, liabilities and financial

condition of the Company at their respective dates and the results of operations (including the income, changes in members' equity and cash flows) of the Company for the respective periods covered thereby, in each case, except that the Interim Financial Statements are subject to normal year-end adjustments (which adjustments would not be material, individually or in the aggregate, and would be of a normal and recurring type consistent with those for the Annual Financial Statements).

(b) The financial records of the Company which Seller has provided to Buyer, are true, correct and complete in all material respects and represent actual, bona fide transactions.

(c) Except as set forth on Section 3.6(c) of the Disclosure Schedule, the Company has no Indebtedness.

(d) Except as set forth in Section 3.6(d) of the Disclosure Schedule, the Company does not have any liability of the kind required to be disclosed on the face of a balance sheet, except for liabilities (i) reflected or reserved against on the liabilities side of the Interim Financial Statements, (ii) incurred in the Ordinary Course of Business since the date of the Interim Financial Statements (none of which is a liability resulting from breach of Contract, breach of warranty, tort, infringement, claim, violation of Applicable Law or environmental liability or clean-up obligation), or (iii) liabilities for Company Transaction Expenses.

(e) Except as set forth in Section 3.6(e) of the Disclosure Schedule, all accounts receivable (including any notes receivable or retainage) of the Company that are reflected on the balance sheets in the Financial Statements or on the accounting records of the Company (collectively, the "Accounts Receivable") represent valid obligations arising from sales actually made or services actually performed in its Ordinary Course of Business. Except as listed in Section 3.6(e) of the Disclosure Schedule, there is no existing or, to the Knowledge of the Company, threatened contest, claim or right of set-off of or by any obligor of any Account Receivable regarding the amount or validity of such Account Receivable.

(f) None of the Financial Statements reflects any operations or business other than the Business.

(g) The Company maintains disclosure controls and procedures that properly ensure that financial information required to be disclosed by the Company (including pursuant to any Contract or in accordance with any Applicable Law) is recorded, reported and disclosed properly and on a timely basis. The Company does not have any material deficiency or weakness in the design or operation of any of its internal controls over financial reporting that would be reasonably likely to adversely affect in any material respect the Company's ability to record, process, summarize or report financial information. To the Company's Knowledge, the internal controls of the Company are sufficient to prevent (or detect) any material unlawful act or omission by the Company.

**3.7 Absence of Certain Developments.** Since December 31, 2021, there has been no Material Adverse Effect. Between the date of the Interim Financial Statements and the Agreement Date, except in relation to the Reorganization or as set forth in Section 3.7 of the Disclosure Schedule, the Company has not:

(a) operated and maintained the Business other than in the Ordinary Course of Business;

(b) experienced any damage, destruction, casualty or loss (whether or not covered by insurance) to its property or assets in excess of \$50,000;

(c) disclosed any material trade secret to any Person, other than in the Ordinary Course of Business pursuant to a written confidentiality and non-disclosure agreement with reasonable protections of, and preserving all rights of the Company in such trade secrets;

(d) sold, licensed, abandoned, permitted to lapse, assigned or transferred any (i) Intellectual Property other than in the Ordinary Course of Business (with respect to any license, on a non-exclusive basis), or (ii) material Intellectual Property (other than non-exclusive licenses in the Ordinary Course of Business);

(e) created, incurred, assumed or guaranteed any Indebtedness, other than in the Ordinary Course of Business and consistent with past practice;

(f) issued, sold, delivered, redeemed or purchased any of its equity securities, or granted or entered into any options, warrants, rights, agreements or commitments with respect to the issuance of its securities, or amend any terms of any such equity securities or agreements;

(g) effected any recapitalization, reorganization, stock split, stock combination, stock reclassification or any similar action or like change in the capitalization of Company, or redeemed, repurchased or otherwise acquired, directly or indirectly, any of its capital stock or other equity interests;

(h) adjusted, split, combined, subdivided or reclassified any shares of its capital stock or other equity interests, as the case may be, or any option, warrant, preemptive right, call, or right relating thereto;

(i) increased the rate of compensation or benefits of, or pay or agree to pay any benefit to (including, but not limited to, severance or termination pay), present or former managers, directors, officers or employees, except as may be required by any existing Company Plan, agreement or arrangement disclosed to Buyer in the Disclosure Schedule, or to employees who are not officers in accordance with the Company's Ordinary Course of Business consistent with past practice;

(j) entered into, adopted, terminated or amended any Company Plan, or employment or severance agreement, except as required by Applicable Law (other than any standard form of employee confidentiality or similar agreement for the benefit of the Company entered into by any new call center agents hired in the Ordinary Course of Business);

(k) (i) sold, leased, licensed, transferred or otherwise disposed of any of its material properties, assets or rights, other than (1) in the Ordinary Course of Business consistent with past practice, (2) dispositions of obsolete or unsalable inventory or equipment or (3) transfers of other material properties, assets or rights in an amount not to exceed \$50,000 in value individually or \$100,000 in the aggregate; (ii) permitted, allowed or suffered any of its material

properties or assets to be subjected to any Lien, restriction or charge other than Permitted Liens; (iii) acquired any properties, assets or rights in an amount in excess of \$50,000 individually or in \$100,000 in the aggregate; or (iv) leased any properties with annual base rent in excess of \$50,000, other than renewals of existing leases in the Ordinary Course of Business;

(l) acquired or agreed to acquire by merging or consolidating with, or by purchasing the stock or other equity interests or a substantial portion of the assets of, or by any other manner, any business or Entity or division thereof or otherwise acquired or agreed to acquire any assets which are material, individually or in the aggregate, to the Company, taken as a whole;

(m) entered into, modified, or amended in any material respect or terminated or waived any material Real Property Lease (except modifications or amendments in connection with renewals of leases and other modifications, amendments and terminations in the Ordinary Course of Business) or any other Material Contract;

(n) released any rights of material value, or cancelled, compromised, released or assigned any Indebtedness owed to it or any claims held by it;

(o) cancelled or terminated any Insurance Policy naming it as a beneficiary or a loss payable payee without obtaining comparable substitute insurance coverage;

(p) effectuated a "plant closing" or "mass layoff" (as those terms are defined under the WARN Act) affecting in whole or in part any site of employment, facility, operating unit or employees of the Company;

(q) amended its Charter Documents;

(r) changed any of the accounting, financial reporting or tax principles, practices or methods used by Company, except as may be required in order to comply with changes in Applicable Law;

(s) made or authorized any capital expenditures or commitment for capital expenditures in excess of \$50,000;

(t) permitted the Company or any Subsidiary to dissolve, wind-up or liquidate;

(u) failed to renew or permitted to lapse any Insurance Policy;

(v) (i) made, changed, revoked or rescinded any Tax election, (ii) adopted or changed any Tax accounting period, (iii) adopted or changed any method of Tax accounting, (iv) amended any income or other Tax Return or filed any claim for an income or other Tax refund, (v) entered into any closing agreement or voluntary disclosure agreement or settle any Tax claim, audit or assessment, or surrendered any right to claim a Tax refund, offset or other reduction in Tax liability, or (vi) changed any other material practice or procedure relating to any Tax matter (including any practice or procedure that affects (A) the computation of any Taxes owed by the Company or any of its owners (or prior owners) to any Governmental Authority, (B) the manner in which the Company prepares and files any Tax Returns, and/or (C) the date on which the Company remits any Taxes it owes to any Governmental Authority); or

(w) agreed, whether in writing or otherwise, to do any of the foregoing.

### 3.8 Personal Property.

(a) Except as set forth in Section 3.8(a) of the Disclosure Schedule, the Company has good and valid title to all material items of personal property, whether tangible or intangible, owned by the Company, and a valid and enforceable right to use all material items of personal property leased by or licensed to it (collectively, the "Personal Property"), in each case, free and clear of all Liens, other than Permitted Liens.

(b) Except as set forth in Section 3.8(b) of the Disclosure Schedule, (i) all items of tangible personal property owned, leased or used by the Company are structurally sound, in good operating condition and repair, reasonable wear and tear excepted, and are adequate for the uses to which they are being put, and (ii) the Company has exclusive possession and control of each tangible Personal Property at the applicable Leased Real Property.

(c) Except as set forth in Section 3.8(c) of the Disclosure Schedule, the Personal Property of the Company comprises all of the material tangible and intangible assets that are used by the Company in the Business and, immediately after Closing, the Company will own or have a valid right to use all material tangible and intangible assets sufficient for the continued conduct of the Business after Closing in the same manner as conducted immediately prior to Closing.

(d) Except as set forth in Section 3.8(d) of the Disclosure Schedule, no tangible Personal Property of the Company is subject to any deferred maintenance for which adequate reserves have not been set aside (and any such reserves shall be included in the calculation of Net Working Capital).

### 3.9 Real Property.

(a) The Company does not own (and has never owned) any real property. Section 3.9(a) of the Disclosure Schedule lists all the real property leased or subleased by the Company (the "Leased Real Property"), and all leases or subleases (together with all amendments, modifications, supplements, and assignments thereof) relative to any Leased Real Property to which the Company is a party (each, a "Real Property Lease"). The Company has delivered to Buyer correct and complete copies of each Real Property Lease, and (to the extent in the possession or control of the Company) all ancillary agreements or material documents pertaining to the tenancy at each Leased Real Property, including, without limitation, all memoranda of lease, estoppel certificates, consents, commencement date letters, letters of extensions, subordination, non-disturbance and attornment agreements that affect or may affect the tenancy at any Leased Real Property. Other than with respect to the Leased Real Property, the Company is not a party to any leases for real property and, except for employees working remotely, does not operate out of any other location.

(b) Except as set forth in Section 3.9(b) of the Disclosure Schedule, the leasehold interests of the Company in the Leased Real Property under each Real Property Lease are free and clear of all Liens other than Permitted Liens.

(c) The Company's possession and quiet enjoyment of the Leased Real Property has not been disturbed, there are no disputes, oral agreements or forbearance programs in effect as to the Real Property Leases, and no security deposit or portion thereof deposited with respect to each Real Property Lease has been applied in respect of a breach or default under such Real Property Lease which has not been redeposited in full to the extent required by such Real Property Lease. All buildings, structures, improvements, fixtures, building systems and equipment (including HVAC, mechanical, electrical and plumbing systems), and all components thereof, included in the Leased Real Property are in good condition and repair (reasonable wear and tear excepted) and sufficient for the operation of the Company's business as currently conducted. No Real Property Lease imposes on the tenant thereunder any material costs or obligations to restore the leased premises or to remove any equipment, alterations or improvements from the leased premises at the expiration or earlier termination of such Real Property Lease. To the Company's Knowledge, there is no pending or threatened condemnation or other eminent domain Proceeding affecting any Leased Real Property or any sale or other disposition of any Leased Real Property in lieu of condemnation. No Leased Real Property has suffered any material damage by fire or other casualty that has not been completely repaired and restored.

### 3.10 Intellectual Property, Privacy and Data Security Matters.

(a) Section 3.10(a) of the Disclosure Schedule sets forth (i) all registered Marks, registered Copyrights, Patents, domain names, and social media accounts owned by or purported by the Company to be owned by the Company, and applications for any of the foregoing, (ii) all material unregistered Marks, trade names, fictitious names, designs logotypes, and corporate names owned by or purported by the Company to be owned by the Company and (iii) all Software Products owned by or purported by the Company to be owned by the Company or exclusively licensed to the Company (the "Scheduled Intellectual Property"). Except as set forth in Section 3.10(a) of the Disclosure Schedule, with respect to all Scheduled Intellectual Property that is the subject of a registration or application, all necessary registration, maintenance and renewal fees have been paid and all necessary documents, recordations and certificates have been filed and no such payment or filing is in any grace, surcharge or extension of time period. All Scheduled Intellectual Property is in good standing, enforceable, and to the Company's Knowledge valid.

(b) Except as set forth on Section 3.10(b) of the Disclosure Schedule:

(i) The Company is the sole and exclusive owner of, free and clear of all Liens (other than Permitted Liens) or the exclusive licensee of, all Company Intellectual Property. The Company has the valid right or license to use all Licensed Software and all other Intellectual Property used or held for use in connection with, or necessary to, the operation of the Business as currently conducted. The Intellectual Property owned by or licensed to the Company includes all Intellectual Property used or held for use in connection with, or necessary to, the operation of the Business as currently conducted. The consummation of the transactions contemplated pursuant to this Agreement will not result in the loss or impairment of, or require payment of any additional amounts with respect to any Company Intellectual Property or other Intellectual Property licensed to the Company.

(ii) The use and provision by the Company of (i) the Software Products and (ii) the Open-Source Software used by the Company in connection with such Software Products, and the conduct of the Business as currently conducted and as conducted in the six (6) years prior to Closing, does not and has not infringed, misappropriated or otherwise violated any Intellectual Property right of any Person. To the Company's Knowledge, no Person is infringing, misappropriating or otherwise violating any Company Intellectual Property, and no such claims of infringement, misappropriation or violation have been made in writing against any Person by the Company (including any offers to license any Intellectual Property in lieu of an infringement claim).

(iii) The Company has not made any improvements or changes to any Open-Source Software that would constitute improvements that the Company would be obligated to share with the open-source community. The Company's Software Products are not based on, and do not use, incorporate or link to any Open-Source Software in such a manner that would require the Company to share the Company's Software Products with the open-source community. The Company is in compliance in all material respects with any licenses for Open-Source Software that is used by the Company in the current conduct of its Business, or in the conduct of its Business in the six (6) years prior to Closing.

(iv) The Company takes reasonable steps to maintain the confidentiality of its material trade secrets. The Company owns all rights, title and interests in or to, or otherwise has sufficient rights to use, all Company Intellectual Property that has been created or developed by each employee, consultant, or independent contractor of the Company within the scope of employment or engagement, as applicable. The Company has secured valid written assignments from all of the Company's current and former consultants, independent contractors and employees who were involved in, or who contributed to, the creation or development of any Company Intellectual Property that is owned by or purported by the Company to be owned by the Company, which assignments assign all such Person's rights to any Company Intellectual Property to the Company. The Company has not disclosed any source code of any of its proprietary software that is material to its Business, including the Company's Software Products, to any third party other than pursuant to a legally binding confidentiality undertaking and is not subject to any source code escrow or other agreement that could require or lead to the disclosure of any source code owned by or exclusively licensed to the Company to a Person. For all Software Products owned by or purported by the Company to be owned by the Company, (A) the Company has in its possession the most up-to-date source code in a format accessible to the Company and applicable Company service providers, (B) the Company has in its possession documentation as reasonably necessary to enable competently skilled programmers and engineers to use, update and enhance such Software Products by readily using the existing source code and documentation, and (C) to the Company's Knowledge, there has been no unauthorized theft, reverse engineering, decompiling, disassembling, or other unauthorized disclosure of or access to the source code for such Software Products.

(v) During the five (5) years prior to Closing, there have been no unauthorized intrusions or breaches of the security of the computer systems (including Software), hardware, servers, databases, data communication lines, websites, network and telecommunications equipment and other information technology equipment used by the Company in its Business (collectively "IT Systems") or unauthorized access to, use of, or disclosure of

Personal Information, including any that would require notification to a Person or Governmental Authority pursuant to Applicable Laws or that materially compromises (individually or in the aggregate) the security or privacy of such Personal Information.

(vi) The Company has maintained commercially reasonable and necessary physical, technical, organizational and administrative security measures and policies, including a publicly posted privacy policy and a written information security program (collectively “Data Policies”) in place to protect the confidentiality, integrity, and availability of all Personal Information collected by it or on its behalf or provided to the Company by a third party from and against unauthorized access, destruction, modification, use and/or disclosure that are designed and sufficient to comply with industry-standard data security measures, the Privacy Laws and applicable Contracts, and has trained its employees to follow these measures and policies. The Company has been for the past twenty-four (24) months and is in material compliance with applicable Privacy Laws, Data Policies, and Contracts concerning the protection, collection, access, use, storage, disposal, transfer, or disclosure of Personal Information, including as it relates to: (i) the privacy of users of the Software Products and all Internet websites owned, maintained or operated by the Company; and (ii) the use, collection, storage, disclosure or transfer of any Personal Information, including employee Personal Information, collected by or provided to the Company or by third parties having authorized access to the records of the Company. The Company has entered into a business associate agreement (“BAA”) with each applicable Person to the extent required by applicable Privacy Laws, including HIPAA. To the extent required under applicable Privacy Laws, the Company has (i) performed periodic security risk assessments that materially meet the requirements of applicable Privacy Laws, including the HIPAA security rule standards set forth at 45 C.F.R. 164.306 and 164.308(a)(1)(ii)(A) and (ii) created and maintained related documentation in material compliance with applicable Privacy Laws. The Company has addressed and remediated all high-level threats and deficiencies identified in such security risk assessment, to the extent performed. The Company has not been subject to or received in the five (5) years prior to the date of this Agreement any Order or written notice or claim (including from any Governmental Authority) alleging a violation of any Person’s rights under any Privacy Law, and to the Company’s Knowledge no such allegations are threatened against the Company. In the five (5) years prior to Closing, the Company has not suffered, discovered, or been notified in writing, or to the Company’s Knowledge otherwise notified, of any unauthorized acquisition, use, disclosure, access to, or breach of any Personal Information that constitutes a breach or a security incident under any Privacy Laws or would trigger a notification requirement under any BAA or reported a breach or compromise of Personal Information to any Person or Governmental Authority, either voluntarily or based on Contract obligations or Privacy Laws. The Company has provided adequate notice of its privacy practices in its privacy policy or policies, which policy or policies are and have been available to users on the websites owned, maintained or operated by the Company and, to the extent required under Applicable Law, on the Company’s Software Products.

(vii) None of the Software Products nor any of the Open-Source Software used by the Company in connection with such Software Products contains any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus” or “worm” (as such terms are commonly understood in the software industry) or any other code designed or intended to have any of the following functions: (i) disrupting, disabling, harming or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device

on which such code is stored or installed; or (ii) damaging or destroying any data or file without the user's consent. The Company has adequate licenses for all commercially available Software that it uses in its Business, and is in material compliance with the terms of all such licenses. In the five (5) years prior to the date of this Agreement, the Company has not been subjected to an audit of any kind in connection with any license or other Contract obligation pursuant to which the Company holds rights to any third-party Software, nor has it received any notice of intent to conduct any such audit, except for audits which have been resolved in all material respects.

(viii) The IT Systems are adequate for their intended use and for the operation of the Company's Business as currently conducted. The Company is not in material breach of any Contract with respect to the IT Systems.

(ix) The Company does not have any Contract obligation to maintain Personal Information in a manner that physically separates data of one customer from that of another. The Company has not transferred Personal Information collected from data subjects located in the European Economic Area to countries outside of the European Economic Area, unless in accordance with the applicable Privacy Laws. The execution of this Agreement and the consummation of the transactions contemplated hereby do not violate any Privacy Laws, Contract obligations related to Personal Information, or Company privacy policy. Following the Closing Date, the Company will own and continue to have the right to use all Personal Information on identical terms and conditions as the Company enjoyed immediately prior to the Closing Date.

3.11 Litigation. Since December 31, 2018, except as set forth in Section 3.11 of the Disclosure Schedule, there are and have been no Proceedings pending, or, to the Company's Knowledge, Proceedings threatened in writing against the Company or its assets, at law or in equity, by or before any Governmental Authority, or by or on behalf of any third party. Except as set forth in Section 3.11 of the Disclosure Schedule, the Company has not received any written notice that the Company or any of its assets is subject to any material Order. There is no Proceeding pending, or to the Company's Knowledge, threatened, that questions the legality or propriety of the transactions contemplated by this Agreement or that would reasonably be expected to restrain, enjoin, prevent, hinder, delay, condition or prohibit the consummation of the transactions contemplated hereby.

### 3.12 Employee Benefit Plans.

(a) Section 3.12(a) of the Disclosure Schedule sets forth a complete list of each plan, contract, agreement, practice, policy or arrangement which is an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended, and the regulations and guidance promulgated thereunder (collectively, "ERISA") or which provides executive compensation, incentive bonus or other bonus, change in control, employee pension, profit-sharing, savings, retirement, stock option or other equity based award, severance pay, termination pay, retention pay, life, health, disability or accident insurance plan, fringe or other material employee benefit that (1) provides employee benefits or compensation to current or former employees, officers, directors, or other service providers of the Company (or any dependent or beneficiary of such individual), (2) is maintained or contributed to by the Company (or any ERISA Affiliate) or (3) to which the Company or any ERISA Affiliate is a party or otherwise has

any current or potential liability (each of the preceding hereinafter is referred to individually as a "Company Plan" and collectively as the "Company Plans").

(b) With respect to each Company Plan, the Company has made available to Buyer the most recent copy of: (i) each plan document, including all amendments and any related trust agreement; (ii) the most recent summary plan description and any summaries of material modification for any Company Plan subject to ERISA (or a written description of any Company Plan not subject to the ERISA summary plan description requirement); (iii) the most recent Internal Revenue Service ("IRS") determination, opinion or advisory letter for each Company Plan that is intended to be qualified within the meaning of Section 401(a) of the Code, (iv) all trust agreement, insurance contracts and other funding arrangements, (v) non-discrimination testing for the most recent three (3) years, and (vi) any non-routine communications or notices to or from any governmental authority relating to a Company Plan in the past three (3) years.

(c) Except as set forth in Section 3.12(c) of the Disclosure Schedule, (i) for each Company Plan that is intended to be qualified under Section 401(a) of the Code, the Company has obtained a favorable IRS determination or is maintained on a pre-approved plan document for which the pre-approved plan sponsor has received a current opinion letter that the Company is able to rely upon, and to the Company's Knowledge, nothing has occurred, whether by action or inaction, that could reasonably be expected to cause the loss of such qualification, and (ii) no "prohibited transaction" within the meaning of Section 406 of ERISA has occurred with respect to any Company Plan and no Tax has been imposed pursuant to Section 4975 of the Code in respect thereof.

(d) Except as set forth in Section 3.12(d) of the Disclosure Schedule, there are no claims, suits or actions pending by any employee or beneficiary covered under any Company Plan or otherwise involving any Company Plan (other than routine claims for benefits) and no Company Plan has, within the three (3) years prior to the Closing Date, been the subject of a formal audit or investigation by a Governmental Authority.

(e) Each Company Plan has been established, maintained, funded and administered in material compliance with the provisions of ERISA, the Code, its governing documents and all other Applicable Laws.

(f) The Company is in material compliance with the Consolidated Omnibus Budget Reconciliation Act of 1986, as amended ("COBRA"), and all other Applicable Laws which require the continuation of benefit coverage upon the happening of certain events, such as the termination of employment or change in beneficiary or dependent status. Except as set forth in Section 3.12(f) of the Disclosure Schedule, the Company does not have any obligation to provide health or other non-pension benefits to retired or other former employees, except as specifically required by COBRA, and solely at the premium expense of the covered individual.

(g) Except as set forth in Section 3.12(g) of the Disclosure Schedule, there are no unpaid contributions, premiums, disbursements or payments due prior to the date hereof with respect to any Company Plan that are required to have been made, and all contributions, premiums, disbursements or payments not yet due have been accrued on the Company's financials in accordance with GAAP.

(h) With respect to any Company Plan: (i) no audit or investigation is pending with the Internal Revenue Service, the United States Department of Labor or any other Governmental Authority, and, to the Company's Knowledge, no such audit or investigation is threatened; and (ii) there are no outstanding material liabilities for Taxes, penalties or fees or facts that could give rise to any material liabilities for Taxes, penalties or fees.

(i) Neither the Company nor any of its ERISA Affiliates (if any) contributes to, has ever contributed to, any employee benefit plan (i) covered by Section 412 of the Code or Title IV of ERISA (including, but not limited to, any employee benefit plan which is a "multiemployer" plan described in Section 3(37) of ERISA), (ii) that is a "multiple employer welfare arrangement" as described in Section 3(40) of ERISA, or (iii) that is a "multiple employer plan" within the meaning of Section 210 of ERISA or Section 413(c) of the Code.

(j) Except as set forth in Section 3.12(j) of the Disclosure Schedule, neither the execution and delivery of this Agreement nor the consummation of any or all of the Transactions will: (i) entitle any current or former employee or consultant of the Company to compensation, (ii) accelerate the time of payment or vesting or increase the amount of any compensation due to any such current or former employee or consultant, or (iii) directly or indirectly result in any payment made or to be made to or on behalf of any Person that would constitute a "parachute payment" within the meaning of Section 280G of the Code.

(k) Each Company Plan that is also a "group health plan" for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, the "Affordable Care Act") is in material compliance with the applicable terms of the Affordable Care Act and applicable regulations. The Company offers minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to prevent Liability for assessable payments under Sections 4980H(a) and 4980H(b) of the Code.

3.13 Taxes. Except as set forth in Section 3.13 of the Disclosure Schedule:

(a) the Company has filed all Tax Returns required to be filed by or with respect to the Company as of the Closing Date (including extensions that have been timely requested, if applicable), and such Tax Returns were correct and complete in all material respects when filed;

(b) the Company has timely paid all Taxes of the Company, whether or not shown to be due on such Tax Returns;

(c) no waivers or extensions of statutes of limitation have been given or requested that remain outstanding with respect to the Company in connection with any Tax Returns covering the Company or with respect to any Taxes payable by it, and the Company is not currently the beneficiary of any extension of time within which to file any Tax Returns;

(d) the Company has or has caused to be duly and timely collected or withheld and has paid over to the appropriate taxing authorities all Taxes required to be so collected or withheld and paid in connection with amounts paid or owing to any employee, agent, independent contractor, creditor, nonresident or foreign company, stockholder or other third party for all periods under all Applicable Laws, and all Tax information reporting requirements of or with

respect to the Company in connection with such collection and withholding have been satisfied in full;

(e) there are no Liens, other than Permitted Liens, with respect to Taxes upon any assets of the Company;

(f) the Company has not received any written notice of any pending or threatened deficiency or assessment and, to the Company's Knowledge, there is no proposed deficiency or assessment from any federal, state, local or other taxing authority, in either case with respect to any Tax liability for which the Company may be liable;

(g) the Company has never distributed the stock of another Person or had its shares distributed in a transaction purported or intended to be governed by Section 355 of the Code (or any similar provision of state, local or foreign Law);

(h) the Company has not nor has ever been a party to, or participated in, any "listed transaction" as defined in Section 6707A(c)(2) of the Code and Treasury Regulations Section 1.6011-4(b) or any analogous provision of state, local or foreign Law;

(i) the Company has not entered into any closing agreement or voluntary disclosure agreement with any Governmental Authority, including, but not limited to, a closing agreement pursuant to Section 7121 of the Code, with regard to any Tax liability of the Company;

(j) the Company will not be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending on or after the Closing Date as a result of any: (i) change in method of accounting made on or prior to the Closing Date or use of an improper method of accounting for a taxable period (or portion thereof) ending on or prior to the Closing Date; (ii) installment sale or open transaction disposition made on or prior to the Closing; (iii) prepaid amount or deferred revenue received on or prior to the Closing Date; (iv) closing agreement entered with any Governmental Authority on or prior to the Closing Date; (v) election pursuant to Section 965 or Section 59A of the Code; (vi) intercompany transaction or excess loss account described in the Treasury Regulations promulgated under Section 1502 (or any similar provision of state, local, or foreign law); or (vii) income inclusion pursuant to Section 951 or 951A of the Code with respect to a taxable period or portion thereof ending on or prior to the Closing Date, and there is no application pending with any Governmental Authority to make any change of accounting method for the Company;

(k) the Company is not, nor has it ever been at any time during the last five (5) years, a "United States real property holding corporation" within the meaning of Section 897 of the Code;

(l) the Company is not a party to, nor is it bound by, any Tax allocation, sharing or indemnity agreement other than leases, loans and other contracts entered into in the Ordinary Course of Business, a primary purpose of which is not related to Taxes, and the Company has not been a member of an affiliated, combined, consolidated, or unitary Tax group for Tax purposes and has no liability for Taxes of any Person other than the Company under Treasury Regulations Section 1.1502-6 or any similar provision of state, local, or foreign law, as transferee or successor, by contract or otherwise;

(m) the Company has not received written notice from any Governmental Authority in any state, territory or jurisdiction (whether foreign or domestic) with which the Company does currently file a particular Tax Return indicating that the Company is or may be required to pay a particular Tax to, or file a particular Tax Return with, that Governmental Authority and, to the knowledge of the Company, no reasonable basis exists for such claims to be made;

(n) the Company is not a partner for Tax purposes with respect to any joint venture, partnership or other written contract which is or is properly treated as a partnership for Tax purposes, and does not own an interest in any Entity classified as a controlled foreign corporation or other similar flow through Entity;

(o) the Company has not entered into any agreement or arrangement with any Governmental Authority with respect to Taxes that requires the Company to take any action or to refrain from taking any action, and the Company is not a party to any agreement with any Governmental Authority with respect to Taxes that would be terminated or adversely affected as a result of the transactions contemplated by this Agreement;

(p) for Federal (and applicable state and local) income tax purpose, at all times since the Conversion, the Company has been properly classified as a disregarded entity within the meaning of Treasury Regulation Section 301.7701-3 and, at all times prior to the Conversion, the Company was properly classified as a C corporation;

(q) the Company has not made any payment or payments, is not obligated to make any payment or payments, and is not a party to (or a participating employer in) any contract that could obligate the Company to make any payment, in each case that constitutes or would constitute an "excess parachute payment" as defined in Section 280G of the Code (or any similar provision of state, local, or foreign law); (ii) no payment to any person will be characterized as a "parachute payment" within the meaning of Section 280G(b)(2) of the Code due in whole or in part to the transactions contemplated by this Agreement; (iii) the Company has not made any payment or payments, is not obligated to make any payment or payments, and is not a party to (or a participating employer in) any contract that has resulted or could reasonably be expected to result in the imposition on the Company, any current or former holder of equity in the Company, or any employee of the Company of any additional Tax or interest under Section 409A of the Code (or under any similar provision of state, local, or foreign law) or is subject to Section 457A of the Code; and (iv) for all applicable Tax purposes and during all relevant times, the Company has properly treated as an employee each person required to be treated as an employee of the Company;

(r) the Company will not be obligated to pay or reimburse any Person for any Taxes imposed under Section 4999 of the Code (or any comparable provision or provisions of state, local or foreign law) as a result of any Contract that is currently in effect;

(s) the Company is in compliance with all terms and conditions of all Tax grants, abatements, or incentives granted or made available by any Governmental Authority for the benefit of the Company, and the consummation of the transactions contemplated by this Agreement shall not have any adverse effect on the continued validity and effectiveness of any such Tax grants, abatements, or incentives; and

(t) the Company has not deferred the withholding or payment of any Tax pursuant to any law, order, mandate, proclamation, or ruling in connection with, in response to, or intended to address the consequences of (a) SARS-CoV-2 or the coronavirus or related illnesses commonly referred to as COVID-19 and (b) any mutations or variants thereof, and any associated viruses or pathogens, which amount remains unpaid to the relevant Governmental Authority; and

(u) the Company is not and never has been a party to or the beneficiary of any Tax exemption, Tax holiday or other Tax reduction Contract or Order.

3.14 Contracts. Section 3.14 of the Disclosure Schedule sets forth a list of all of the following material Contracts that are currently in full force and effect, and to which the Company is a party or by which the Company or its assets are bound (excluding for the avoidance of doubt any such Contracts that have expired, have been terminated, or have been fully-performed, in each case, prior to the date of this Agreement) (each, a “Material Contract”):

(a) all employment Contracts providing for an annual base compensation in excess of \$100,000, and all other compensatory Contracts with or in respect of any individual independent contractor of the Company providing for annual compensation in excess of \$75,000;

(b) all employment or other compensatory Contracts providing for severance or deferred compensation provisions or a transaction or retention bonus, in each case, with or in respect of any employee or individual independent contractor of the Company;

(c) any collective bargaining or other labor or union Contract;

(d) Contracts containing any covenant binding on the Company or, to the Company’s Knowledge, any employee or independent contractor of the Company in the nature of a non-competition or exclusivity agreement or that otherwise materially limits or restricts the Company or, to the Company’s Knowledge, any employee or independent contractor of the Company from competing or otherwise conducting the Business in any place (other than any such Contract between the Company and an employee or independent contractor of the Company for the benefit of the Company);

(e) Contracts providing for payments to or by the Company (A) in excess of \$250,000 in 2021 or (B) consideration in excess of \$125,000 for the current fiscal year through June 30, 2022;

(f) Contracts granting a right of first refusal or first offer or similar right or provides for “exclusivity” or any similar requirement or includes a “preferred” or “most favored nation” provision, in each case in favor of any Person other than the Company;

(g) Contracts containing any “change of control” or similar term or provision that may be triggered or breached or violated by entering into this Agreement or the consummation of the transactions contemplated hereby;

(h) Contracts under which the Company is a licensee of or is otherwise granted by any Person any rights to use any Intellectual Property (other than non-exclusive licenses of Off-the-Shelf Software);

(i) Contracts under which the Company is a licensor or otherwise grants to any Person any rights to use any Company Intellectual Property (other than the Company's Software licensed or provided on a hosted basis to customers on a non-exclusive basis in the Ordinary Course of Business);

(j) Contracts under which the Company has borrowed or loaned money, or any note, bond, indenture, mortgage, installment obligation or other evidence of Indebtedness for borrowed or loaned money or any guarantee of such Indebtedness;

(k) joint venture or partnership agreements;

(l) all Real Property Leases, and all leases pursuant to which material tangible personal property is leased to or from the Company and which provide for payments by or to the Company of more than \$100,000 per year;

(m) any Contracts relating to capital expenditures with respect to the Company and involving future payments by the Company of more than \$100,000 per year; and

(n) any Contract requiring any source code of the Company to be escrowed or other agreement that could require or lead to the disclosure of any source code owned by the Company to a third party;

(o) any Contract where the counterparty is a Governmental Authority (but, for the sake of clarity, excluding public hospitals and public utilities) which provide for payments by or to the Company of more than \$25,000 per year;

(p) each Contract between or among the Company on the one hand and Seller or any Owner or any other Affiliate of Seller on the other hand (excluding employment arrangements entered into in the Ordinary Course of Business);

(q) each Contract under which the Company has material continuing indemnification obligations to any Person, other than commercial Contracts entered into in the Ordinary Course of Business with customary limitations on such obligations;

(r) all Contracts (excluding purchase orders or sales orders) with (A) a Top Customer and (B) a Top Vendor;

(s) all settlement, conciliation or similar Contracts with any Governmental Body or pursuant to which any Group Company will have any material outstanding obligation after the date of this Agreement; and

(t) any Contract not otherwise covered by this Section 3.14 which creates an obligation of the Company of more than \$100,000 per year or is not terminable on notice of 60 days or less without material penalty or premium.

Except as set forth in Section 3.14 of the Disclosure Schedule, with respect to all Material Contracts, the Company is not in breach thereof or default thereunder nor, to the Company's Knowledge, is any other party to any such Material Contract in breach thereof or default

thereunder, nor does any condition exist under any Material Contract or any event which, with the giving of notice or the lapse of time, would constitute such a Company breach or default, except for such breaches, defaults and events as to which requisite waivers or consents have been obtained. Each of the Material Contracts is a valid and binding obligation of the Company, is in full force and effect, and, to the Company's Knowledge, is enforceable by the Company, in accordance with its terms. The Company has not assigned, delegated or otherwise transferred any interests in any Material Contract. There are no material disputes pending or, to the Company's Knowledge, threatened under any Material Contract.

### 3.15 Compliance with Laws.

(a) Except as set forth in Section 3.15(a) of the Disclosure Schedule, the Company is in compliance, in all material respects, with all Applicable Laws and all Orders of, and agreements with, any Governmental Authority applicable to the Company and the Business, and no event has occurred and no condition exists that would reasonably be expected to result in a material violation of the Applicable Laws and all Orders of, and agreements with, any Governmental Authority applicable to the Company and the Business.

(b) Except as set forth in Section 3.15(b) of the Disclosure Schedule, the Company has all permits, certificates, licenses, approvals and other authorizations required under Applicable Laws or necessary in connection with the conduct of the Business. To the Company's Knowledge, no such permits, certificates, licenses, approvals and other authorizations required under Applicable Laws or necessary in connection with the conduct of the Business will be revoked, terminated or not renewed as a result of the consummation of the transactions contemplated by this Agreement.

(c) Except as set forth in Section 3.15(c) of the Disclosure Schedule, the Company has not received any written notice of, and to the Company's Knowledge, the Company is not under investigation with respect to, any purported material violation of, or any prospective obligation to take material remedial action under, any such permits, certificates, licenses, approvals and other authorizations required under Applicable Laws or necessary in connection with the conduct of the Business.

(d) Except as set forth on Section 3.16(d) of the Disclosure Schedule, the Company has been, and currently is, in material compliance with all applicable Health Care Legal Requirements. No claims have been filed against the Company alleging a violation of any Health Care Legal Requirements. The Company is not relying on any exemption from or deferral of any Health Care Legal Requirements that would not be available to the Company after Buyer acquires the Interests.

(e) The Company has timely filed all material regulatory reports, schedules, statements, documents, filings, submissions, forms, registrations and other documents, together with any amendments required to be made with respect thereto, that it was required to file with any Governmental Authority. All such documents were true and accurate in all material respects on the date filed or furnished (or were corrected in or supplemented by a subsequent filing).

(f) The Company has not received from any Governmental Authority notices of violations, warning letters, criminal proceeding notices or other enforcement actions or inquiries under any Health Care Legal Requirement, or other similar communication from the Governmental Authority alleging or asserting noncompliance, including noncompliance or violations as a result of actions or omissions of the Company's personnel, with any Health Care Legal Requirement.

### 3.16 Labor Matters.

(a) Section 3.16(a) of the Disclosure Schedule contains a list of all employees of the Company as of the date stated thereon (which date is not more than ten (10) Business Days prior to the date hereof), including any employee who is on a leave of absence of any nature, paid or unpaid, authorized or unauthorized, and sets forth for each such individual the following: (1) name; (2) title or position (and stating whether full or part-time defined as less than 30 hours per week on average over the 3 months prior to the date stated therein); (3) primary work location; (4) hire date; (5) classification as exempt or non-exempt under the Fair Labor Standards Act; (6) leave status, including anticipated return to work date, if known, for any employee on a leave of absence; (7) current annual base salary or base hourly rate(s); (8) summary of current commission, bonus or other incentive-based compensation; (9) total compensation for 2021; and (10) if applicable, work visa status (including type and expiration date).

(b) Except as set forth in Section 3.16(b) of the Disclosure Schedule, (a) to the Company's Knowledge, the Company is and has been during the last three (3) years in material compliance with all Applicable Laws regarding employment and employment practices, (b) there is no unfair labor practice charge or complaint against the Company pending before the National Labor Relations Board or any Governmental Authority nor is there any material grievance nor any material arbitration proceeding arising out of or under collective bargaining agreements pending with respect to the business of the Company, (c) there is no labor strike or lockout in effect or, to the Company's Knowledge, threatened against the Company, and the Company has never experienced any such strike or lockout, (d) there is no material charge or complaint pending against the Company before the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs or any similar state or local agency responsible for the prevention of unlawful employment practices, (e) the Company is not a party to, or otherwise bound by, any consent decree with, or citation by, any Governmental Authority relating to employees or employment practices, (f) the Company is not a party to any collective bargaining agreement, (g) during the last three (3) years the Company has not implemented a "plant closing" or "mass layoff" (as those terms are defined under the WARN Act) or any similar Applicable Laws, (h) the Company does not have any employees or independent contractors working, in whole or part, outside the United States, (i) the Company has in its files or in files under its control a Form I-9 that is validly and properly completed in accordance with Applicable Law for each employee of the Company with respect to whom such form is required under Applicable Law, (j) during the past three (3) years, no allegation of sexual harassment or similar allegation has been made to the Company's Human Resource Department or senior management against any individual in their capacity as an employee of the Company where such individual is at the level of the job title of manager or director (or comparable title) or above, (k) the Company is not a government contractor or subcontractor with any affirmative action obligations under Applicable Laws, and (l) no employee has communicated to the Company's Human Resource Department or senior management any intention to cease such employee's employment with the Company within three

(3) months of Closing. In the last three (3) years, the Company has not received written notice of the intent of any federal, state or local agency responsible for the enforcement of employment laws to conduct an investigation of, or relating to, the Company and, to the Company's Knowledge, no such investigation is in progress.

(c) The Company has made available to Buyer true and correct copies of all material written personnel policies of the Company.

(d) Except to the extent that such non-compliance would not reasonably be expected to have a Material Adverse Effect, (i) to the Company's Knowledge, the Company is in material compliance with all Applicable Laws pertaining to employment and employment practices with respect to each current Employee of the Company (including Laws regarding equal employment opportunity, nondiscrimination, immigration, layoffs, the payment of wages (including minimum wage and overtime compensation), meal and rest breaks, leaves of absence, benefits, and occupational safety and health) and (ii) the Company's workforce (including employees and independent contractors) is, and at all times in the last three (3) years, has been, appropriately and correctly classified in compliance with all Laws governing the classification of employees, including the Fair Labor Standards Act, the Code and any other Law governing the payment of wages or the withholding and payment of Taxes withheld from wages as required by Applicable Law.

(e) All compensation, including wages, commissions and bonuses, due and payable to employees, individual independent contractors or other independent contractors of the Company for services performed on or prior to the date of the Interim Financial Statements have been paid in full or accrued in the Interim Financial Statements for periods through the date thereof.

(f) The Company is not a party, bound by, or negotiating any collective bargaining agreement or other Contract with a union, works council or labor organization (collectively, "Union"), and there is not, nor has there ever been, any Union representing or purporting to represent, any employee of the Company, and, to the Company's Knowledge, no Union or group of employees is seeking or has sought at any time to organize employees for the purpose of collective bargaining.

(g) There are no Proceedings against the Company pending, or threatened in writing to be brought or filed by or with any Governmental Authority or arbitrator in connection with the employment of any current or former applicant, employee, volunteer, intern or independent contractor of the Company, including any claim relating to unfair labor practices, employment discrimination, harassment, retaliation, equal pay, wage and hours or any other employment related matter arising under Applicable Laws.

3.17 Environmental Matters. Except as set forth in Section 3.17 of the Disclosure Schedule, (a) in the three (3) year period preceding the date of this Agreement, the Company has not received any written notice alleging any violation of, or any liability relating to, any Environmental Laws, (b) the Company is (and in the three (3) year period preceding the date of this Agreement, has been) in material compliance with all applicable Environmental Laws, (c) the Company has obtained, and is and has been in compliance with, all governmental environmental permits, registrations and authorizations required under Environmental Laws for the operation of

the Business, (d) the Company has not released Hazardous Substances into the soil or groundwater at, under or from the Leased Real Property, or any real property previously operated or leased by the Company, which requires investigation or remediation by the Company under applicable Environmental Laws, (e) the Company has not entered into, agreed to or is subject to any Order of any Governmental Authority under any Environmental Laws and (f) the Company has made available to Buyer true and complete copies of all material environmental documents in its possession or control concerning the Leased Real Property or which relate to the Company's compliance with or liability under Environmental Laws. The Company has not retained or assumed any Liabilities or obligations of third parties under Environmental Law.

3.18 Transactions with Affiliates. Except as set forth on Section 3.18 of the Disclosure Schedule, no (a) Seller, (b) any Affiliate of Seller or (c) any of Seller's or Seller's Affiliate's directors or officers (collectively, including Seller, the "Seller Affiliates"): (a) is involved in any business arrangement or relationship with the Company other than employment and management consulting arrangements entered into in the Ordinary Course of Business, (b) owns any property or right, tangible or intangible, which is used by the Company in the Business, or (c) owes any money to, or is owed any money by, the Company (other than compensation and benefits owed by the Company to its employees in the Ordinary Course of Business).

3.19 Insurance.

(a) Section 3.19 of the Disclosure Schedule lists each insurance policy currently in effect that is maintained by the Company, including the name of the insurer and policy number (collectively, the "Insurance Policies"). The Insurance Policies are in full force and effect and the Company is not in material breach or material default thereunder. True and complete copies of all Insurance Policies have been made available to the Buyer. The Company has not received any written notice from the insurer with respect to the cancellation of any such insurance policy or any anticipated increase in any premium related thereto. All premiums that are due and payable on the Insurance Policies have been paid or accrued on the Financial Statements, and no insurer has questioned, denied or disputed (or otherwise reserved its rights with respect to) the coverage of any claim pending under any such policy.

(b) There are no claims pending under any Insurance Policy, and no such claim has been made under any of such insurance policies in the last three (3) years, including, but not limited to, all claims denied by any insurance carrier of the Company or being covered under a reservation of rights letter.

3.20 Brokers. Except as set forth in Section 3.20 of the Disclosure Schedule, no broker, finder or financial advisor or other Person is entitled to any brokerage fees, commissions, finders' fees or financial advisory fees in connection with the transactions contemplated hereby by reason of any action taken by the Company or any of its directors, officers, employees, representatives or agents.

3.21 Top Customers and Vendors.

(a) Section 3.21(a) of the Disclosure Schedule sets forth a complete and accurate list of the top twenty-five (25) customers of the Company for the year ended December

31, 2021 and for the interim period ending on May 31, 2022, including revenues generated from such customer during each such period, as measured by the aggregate revenue received by Company from such customer during such periods (the “Top Customers”). None of the Top Customers has cancelled, terminated or otherwise materially altered its relationship with the Company and none of the Top Customers has threatened to, cancel, terminate or otherwise materially alter its relationship with the Company. There is no dispute between the Company and any Top Customer, and, to the Company’s Knowledge, no Top Customer intends to terminate or materially limit or reduce its business relations with the Company or otherwise materially change its business relationship with the Company.

(b) Section 3.21(b) of the Disclosure Schedule sets forth a complete and accurate list of the top ten (10) suppliers of materials, products or services of the Company for the year ended December 31, 2021 and for the interim period ending on May 31, 2022, including the Company’s aggregate purchases therefrom during each such period, as measured by the aggregate purchases made by the Company from such vendors during such periods (the “Top Vendors”). None of the Top Vendors has cancelled, terminated or otherwise materially altered its relationship with the Company and none of the Top Vendors has threatened to, cancel, terminate or otherwise materially alter its relationship with the Company. There is no dispute between the Company and any Top Vendor and, to the Company’s Knowledge, no Top Vendor intends to terminate or materially limit or reduce its business relations with the Company or otherwise materially change its business relationship with the Company.

3.22 Financial Accounts. Section 3.22 of the Disclosure Schedule sets forth a true and complete list, as of the Closing Date, of (a) the names and locations of each bank, or similar financial institution, with which the Company has a bank, investment, securities and brokerage accounts or safe deposit box and the numbers of such accounts and safe deposit boxes maintained by the Company, (b) the account number, (c) the primary use of such account, and (d) the names of all Persons authorized to draw on each account or to have access to each safe deposit box.

3.23 Exclusivity of Representations. The representations and warranties made by the Company in this Agreement are the exclusive representations and warranties made by the Company. The Company hereby disclaims any other express or implied representations or warranties, including without limitation, regarding any pro forma financial information, financial projections or other forward-looking statements provided by or on behalf of the Company.

#### **ARTICLE IV** **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller and to the Company as follows:

4.1 Organization of Buyer. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Buyer has all requisite entity power and authority to own, lease and operate its properties and carry on its business as now being conducted.

4.2 Authority of Buyer. Buyer has all requisite power and authority to enter into this Agreement and to carry out the transactions contemplated herein. The execution, delivery and

performance by Buyer of this Agreement have been duly authorized by all necessary action. This Agreement has been duly and validly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by (i) Applicable Laws relating to bankruptcy, insolvency, moratorium, reorganization or similar Laws from time to time in effect which affect creditors' rights generally, or (ii) legal and equitable limitations on the availability of specific remedies.

4.3 No Violation; Consents and Approvals. The consummation of the transactions contemplated hereby and the performance by Buyer of its obligations hereunder will not: (a) violate or conflict with any Charter Documents of the Buyer, (b) result in a material breach or constitute a material default under any material Contract to which the Buyer is a party or by which any of the Buyer's assets are bound, (c) result in any material violation of any Law applicable to the Buyer or (d) require the consent, authorization or approval of, or require any notification to, any Person that is necessary for the consummation of the transactions contemplated hereby.

4.4 Litigation. There is no Proceeding pending, or to the knowledge of Buyer, threatened, that questions the legality or propriety of the transactions contemplated by this Agreement or that would reasonably be expected to restrain, enjoin, prevent, hinder, delay, condition or prohibit the consummation of the transactions contemplated hereby.

4.5 Restricted Securities. Buyer understands that the Interests will not have been registered pursuant to the Securities Act or any applicable state securities laws, that the Interests will be characterized as "restricted securities" under federal securities laws, and that under such laws and applicable regulations the Interests cannot be sold or otherwise disposed of without registration under the Securities Act or an exemption therefrom.

4.6 Investment Intent. Buyer is acquiring the Interests for its own account for investment and not with a view to, or for sale or other disposition in connection with, any distribution of all or any part thereof, except in compliance with applicable federal and state securities laws.

4.7 Brokers. No broker, finder or financial advisor or other Person is entitled to any brokerage fees, commissions, finders' fees or financial advisory fees in connection with the transactions contemplated hereby by reason of any action taken by Buyer or any of its partners, officers, employees, representatives or agents.

4.8 Acknowledgement of Buyer. Buyer acknowledges that the representations and warranties made by Seller in this Agreement are the exclusive representations and warranties made by Seller. Buyer further acknowledges and agrees that Seller disclaims any other express or implied representations or warranties, including, without limitation, regarding any pro forma financial information, financial projections or other forward looking statements provided by or on behalf of Seller. Buyer acknowledges and agrees that it has received and carefully reviewed information regarding the Company and the Interests and has, to the extent it has deemed necessary or advisable, reviewed that information and this Agreement with its investment, Tax, accounting and legal advisors. Buyer and such advisors have been given a full opportunity to ask questions of and to receive answers from Seller and the Company concerning the acquisition of the Interests and the Company and have received or been given access to such information and documents as

are necessary to verify the accuracy of the information furnished to Buyer concerning an investment in the Interests as Buyer or such advisors have requested.

## **ARTICLE V** **COVENANTS OF THE PARTIES**

### **5.1 Access to Information.**

(a) Throughout the six (6) year period after Closing, subject to Buyer's reasonable confidentiality precautions (including on behalf of the Company), during normal business hours and upon reasonable notice from Seller, Buyer will: (a) cause Seller and Seller's representatives to have reasonable access to the applicable books and records of the Company, and to the personnel responsible for maintaining such books and records, in each case to the extent necessary or reasonably desirable to (1) defend or pursue any Proceeding, including any claim for indemnification hereunder, (2) prepare or file any Tax Return or (3) address any other Tax, accounting, financial or legal matter or respond to any investigation or other inquiry by or under the control of any Governmental Authority; and (b) permit Seller and Seller's representatives to make copies of such books and records for such purposes, at Seller's expense. If requested by Buyer, Seller first will demonstrate, to Buyer's reasonable satisfaction, that such access is for such a purpose.

(b) Any information provided to or obtained by Buyer pursuant to paragraph (a) above shall be "Confidential Information" as defined in that certain Confidentiality Agreement dated as of December 14, 2021 between the Company and Buyer's controlling Affiliate (the "Confidentiality Agreement"), and shall be held by Buyer in accordance with, and be subject to the terms of, the Confidentiality Agreement. Notwithstanding anything to the contrary herein, the terms and provisions of the Confidentiality Agreement shall survive the termination of this Agreement in accordance with the terms thereof. In the event of the termination of this Agreement for any reason, Buyer shall comply with the terms and provisions of the Confidentiality Agreement, including returning or destroying all Confidential Information and complying with the non-solicitation/non-hiring obligations set forth therein.

### **5.2 Confidentiality.**

(a) From and after the Closing Date, any and all proprietary or confidential information that pertains to the Company, including all trade secrets of the Company ("Protected Information"), shall be kept confidential by Seller and its Affiliates, except (i) pursuant to any Order, as required in any Proceeding, or as otherwise required by Applicable Law; *provided*, that Seller or its Affiliate shall notify Buyer promptly of such requirement so that Buyer may seek an appropriate protective order; *provided, further*, that if such disclosure is required, Seller or its Affiliate shall use commercially reasonable efforts to obtain, at the reasonable request of Buyer, an Order or other assurance that confidential treatment shall be accorded to such portion of the Protected Information required to be disclosed as Buyer shall designate, (ii) for information that is or becomes generally available to the public other than as a result of a breach of this Section 5.1(b), (iii) to the extent that such information is, following the Closing Date, acquired by Seller or an Seller Affiliate on a non-confidential basis other than as a result of a breach of this Section 5.2 or (iv) information that is disclosed following receipt of the written consent of Buyer to such

disclosure being made. From and after the Closing, Seller and its Affiliates shall refrain from using any of the Protected Information except in connection with this Agreement or any related agreement or the transactions contemplated hereby or thereby or as otherwise required by Applicable Law. From and after the Closing Date, Seller shall refrain from using any of the Protected Information, except in each case in connection with this Agreement or any related agreement or the transactions contemplated hereby or thereby or as otherwise required by Applicable Law.

(b) Notwithstanding anything contained in this Agreement to the contrary herein, Seller and its Affiliates may disclose this Agreement and its terms on a confidential basis to its respective legal, financial and Tax advisors, *provided*, in each case, that such Persons have agreed or are under professional duties to keep confidential this Agreement and its terms.

5.3 Public Announcements. Prior to the Closing, neither the Company nor Seller, on the one hand, nor Buyer, on the other hand, nor their respective Affiliates will issue any public release or announcement about the transactions contemplated by this Agreement without the prior written consent of the Buyer (in the case of any such release or announcement by the Company or Seller) or Seller (in the case of any such release or announcement by the Buyer), as the case may be, except as may be required by Applicable Law or the rules or regulations of any United States securities exchange, in which case the Party required to make the release or announcement will allow the other applicable Party reasonable time to comment on such release or announcement in advance of such issuance. The Parties further agree that the initial press release following the Closing shall be jointly approved by both Buyer and Seller (neither Party to unreasonably withhold, delay or condition its approval). Both prior to and after the Closing, the Parties and their Affiliates will keep the financial terms of this Agreement (including, but not limited to, any indemnity obligations hereunder) confidential, except to the extent required by Applicable Law and except that the Parties and their Affiliates may disclose such terms to their representatives and investors on a confidential basis as necessary in the conduct of their business.

5.4 Employee Matters.

(a) Buyer shall cause the Company to honor the terms of all Company Plans disclosed on Section 3.12(a) of the Disclosure Schedule and cause the Company to pay benefits required under the terms of such plans and arrangements subject to this Section 5.4(a).

(b) Buyer shall provide health and dental coverage effective as of the Closing Date to all employees of the Company. Buyer shall not impose any waiting period for such health and dental coverage and shall recognize expenses and claims incurred by any employee (and any eligible dependents or beneficiaries thereof) of the Company in the year in which the Closing Date occurs for the purposes of computing deductible amounts, copayments or other limitations on coverage (or otherwise reach a commercially reasonable agreement with the impacted employee(s) regarding the implications of transferring health and/or dental coverage mid-year, as reasonably determined by the Company), and shall provide coverage for any preexisting health condition of any employee (and any eligible dependents or beneficiaries thereof) of the Company.

(c) Effective upon the Closing, Buyer shall cause the Company to provide that all individuals that have been employed by the Company for at least a year prior to the Agreement

Date, other than any individuals employed by the Company working in its call center department that (i) do not have a “manager” title and (ii) have not been employed by the Company for at least ten (10) years, will be entitled to severance (subject to such employee entering into a release agreement and restrictive covenant agreement containing non-competition and non-solicitation in such forms as determined by the Company) in an amount equal to at least three (3) months’ salary if they are terminated by the Company without cause on or before the three (3) month anniversary of the Closing Date.

(d) Except as otherwise specifically set forth above, nothing contained herein shall be construed as requiring Buyer or the Company to continue any Company Plan; *provided, however*, that any changes that may be made to such Company Plan are permitted by the terms of the applicable plan and under Applicable Law.

(e) After the Closing, Buyer agrees to indemnify Seller and its trustees, beneficiaries, officers, directors, employees, consultants, shareholders, members and Affiliates for, and to hold each of them harmless against, all damages, losses, claims, liabilities, penalties, costs and expenses (including court costs and reasonable attorney’s fees and expenses incurred in investigating and preparing for any litigation or proceeding) that any of them may suffer by reason of or in connection with any claim, proceeding or suit brought against any of them under the WARN Act, Age Discrimination in Employment Act, the Civil Rights Act, Fair Labor Standards Act or any similar Applicable Law, which relate to actions taken by Buyer at, or any time after the Closing (including any discharge or constructive discharge of any of the employees of the Company with regard to any site of employment or one or more facilities or operating units within any site of employment of the Company).

5.5 R&W Insurance Policy. At Closing, Buyer will obtain a binding obligation from the R&W Insurer for the issuance of a R&W Insurance Policy in the form presented to the Company as of the Agreement Date. The R&W Insurance Policy will include terms to the effect that the R&W Insurer waives any subrogation rights against Seller and Owners with respect to any claim made by any insured thereunder (other than in the case of Fraud). Without the prior written consent of Seller, Buyer shall not modify, amend or waive the subrogation provisions in the R&W Insurance Policy that relate to Seller in a manner that would adversely affect Seller. Seller will use commercially reasonable efforts to cooperate with Buyer in order to provide the Buyer Indemnified Parties with the full benefit of this Agreement and the R&W Insurance Policy.

5.6 Tax Matters.

(a) Seller shall prepare, or cause to be prepared, and file or cause to be filed (on or prior to the due date (including extensions therefor), at its expense, all Tax Returns of the Company with respect to any taxable period that ends on or before the Closing Date which are due after the Closing Date. All such Tax Returns shall be prepared in a manner consistent with the Company’s past practice (unless otherwise required by applicable Law) and shall be submitted to Buyer by Seller (together with schedules, statements and, to the extent requested by Buyer, supporting documentation) at least thirty (30) days prior to the due date (including extensions) of such Tax Return (or, in the case of any Tax Return due on a basis more frequent than annually, ten (10) days prior to the due date (including extensions) of such Tax Return) for Buyer’s review and comment. If Buyer objects to any item on any such Tax Return, it shall, within 20 days after

delivery of such Tax Return, notify Seller in writing that it so objects, specifying with particularity any such item and stating the specific factual or legal basis for any such objection. If a notice of objection shall be duly delivered, Buyer and Seller shall negotiate in good faith and use their reasonable best efforts to resolve such items. If Buyer and Seller are unable to reach such agreement within 10 days after receipt by Buyer of such notice, the disputed items shall be resolved by Independent Accountant (in accordance with the terms and procedures set forth in Section 1.7(b)), and any determination by the Independent Accountant shall be final. The Independent Accountant shall resolve any disputed items within thirty (30) days of having the item referred to it pursuant to such procedures as it may require. If the Independent Accountant is unable to resolve any disputed items before the due date for such Tax Return (including extensions), the Tax Return shall be filed as prepared by Buyer and then amended, at the Buyer's expense, to reflect the Independent Accountant's resolution.

(b) Buyer shall prepare or cause to be prepared, at its expense, and file or cause to be filed, any Tax Returns of the Company (but, for the avoidance of doubt, not Seller) for any Straddle Period (such Tax Returns, the "Straddle Returns"). All Straddle Returns shall be prepared in a manner consistent with the Company's past practice (unless otherwise required by applicable Law) and shall be submitted by Buyer to Seller (together with schedules, statements and, to the extent requested by Seller, supporting documentation) at least thirty (30) days prior to the due date (including extensions) of such Straddle Returns (unless any such Straddle Return is due within fifteen (15) days after the Closing Date, in which case Buyer shall deliver such Straddle Return five (5) days prior to the due date) for Seller's review and comment, and Buyer shall consider in good faith all changes requested by Seller. Buyer shall file or cause to be filed the Straddle Returns on or prior to the due date (including extensions) for filing such Straddle Returns and shall timely pay all Taxes due as reflected on such Straddle Returns. Seller shall remit to Buyer, in immediately available funds no later than three (3) days prior to the due date (including extensions) for filing such Tax Returns, the amount Taxes due as reflected on such Straddle Returns which are apportioned to the portion of the Straddle Period ending on the Closing Date (but only to the extent such amounts are not already reflected, on a dollar-for-dollar basis, in the calculation of Working Capital, Company Indebtedness or Company Transaction Expenses). In the case of any Straddle Period, (A) real and personal ad valorem Taxes, sales Taxes, employment Taxes and other similar Taxes that, in each case, are not measured by or based on income or gross receipts, shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a daily pro rata basis, and (B) all other Taxes shall be apportioned between the portion of such Straddle Period ending on the Closing Date and the portion of such Straddle Period beginning after the Closing Date on a closing of the books basis at the end of the day on the Closing Date.

(c) Unless otherwise required by Applicable Law, Seller, Buyer and the Company shall report all Transaction Tax Deductions, to the extent such deductions can be reported as such under a "more likely than not" level of comfort, in the Pre-Closing Tax Period, and shall prepare any Tax Returns and claim any applicable refunds, credits, or net operating losses accordingly.

(d) Unless otherwise required by Applicable Law, Buyer, the Company and their respective Affiliates shall not, without the written consent of Seller, (i) file any amended Tax Return with respect to a Pre-Closing Tax Period (other than any Tax Return related to B&O Taxes,

which Buyer is expressly authorized to file), (ii) take any action that would extend the applicable statute of limitations for any Taxes or Tax Return of the Company for any Pre-Closing Tax Period, (iii) file, amend or revoke any Tax election of the Company for a Pre-Closing Tax Period, (iv) surrender any right to claim a refund of Taxes relating to the Company relating to any Pre-Closing Tax Period, or (v) make any election under Section 338(g) of the Code with respect to the transactions contemplated by this Agreement, or (vi) unless Buyer in good faith reasonably believes that a voluntary disclosure is necessary or appropriate to reduce any post-Closing Tax liabilities of Buyer or the Company, make a voluntary disclosure to a Governmental Authority with respect to any Tax or Tax Returns of the Company for any Pre-Closing Tax Period. With respect to Washington State Business & Occupation Taxes ("B&O Taxes"), the Company shall be responsible for all such Taxes shown as due on any amended Tax Returns filed with respect to any Pre-Closing Tax Period and Seller shall not be liable or held responsible for any B&O Taxes owed by the Company.

(e) At the reasonable request of Seller, Buyer and the Company shall, at the expense of Seller, apply for any Tax refund available to the Company for the Pre-Closing Tax Period and file any amended Tax Return for the Pre-Closing Tax Period, to the extent the positions on such claims for refunds or amended Tax Returns are supported by Applicable Law; provided, however, that (i) any such amended Tax Return or claim for refund shall be prepared at Seller's cost and expense by reputable independent accountants retained by Seller and approved by Buyer (provided that Delap LLP is hereby approved by Buyer) (the "Accountants") and shall be submitted to Buyer within ninety (90) days of the Closing Date, (ii) neither Buyer nor its subsidiaries or Affiliates (including the Company) or their employees or personnel shall have any duty or obligation to prepare any such amended Tax Return or claim for refund or make any of its personnel available for such purpose, except to provide information regarding the Company as reasonably requested by the Accountants, (iii) Buyer and its subsidiaries or Affiliates (including the Company) shall only be obligated to provide the Accountants with reasonable access to the Company's books and records in their possession; (iv) any such amended Tax Return or claim for refund shall be in form and substance reasonable acceptable to Buyer and neither Buyer nor its subsidiaries or Affiliates (including the Company) shall have any obligation to file an amended Tax Return or claim for refund hereunder that would have the effect of increasing the Tax liability, or reducing any Tax asset, of Buyer or its subsidiaries or Affiliates (including the Company) in respect of any taxable period (or portion thereof) beginning after the Closing Date; and (v) neither Seller nor the Accountants shall have any power or authority to file any amended Tax Return or claim for refund on behalf of the Buyer or its subsidiaries or Affiliates (including the Company). Any Tax refunds that are actually received by the Company after the Closing Date, and any amounts actually credited against Taxes in lieu of a refund to which the Company becomes entitled, that in either case are attributable to the Pre-Closing Tax Period, shall be for the account of Seller. Buyer shall pay over to Seller the amount of any such refund or such credit, net of any increased Tax liability of Buyer or any of its Affiliates by reason of the receipt of such refunds or credits, and net of any reasonable out-of-pocket expenses of obtaining such refunds or credits, within ten (10) days after receipt thereof or entitlement thereto. Further, notwithstanding anything to the contrary herein, Buyer and the Company shall be responsible for all B&O Taxes shown as due on any amended Tax Returns filed with respect to any Pre-Closing Tax Period. Seller shall not be liable or held responsible for any B&O Taxes owed by the Company.

(f) Each of Buyer, on one hand, and Seller, on the other hand, shall promptly notify the other upon the receipt of any written notice of any inquiries, audits, examinations, assessments, or proceedings from any Tax authority with respect to Taxes of the Company for a Pre-Closing Tax Period (any such inquiry, assessment, proceeding or similar event, a “Tax Matter”) provided that Buyer’s failure to give notice pursuant to this Section 5.6(f) shall not relieve Seller of its indemnification obligations under Section 6.2(c). Seller may, at the its expense, participate in and, upon written notice to Buyer (a “Defense Notice”), assume the defense of any Tax Matter relating solely to Taxes for which Seller is responsible under this Agreement, provided that (i) Seller provides a Defense Notice within ten (10) days after becoming aware of the commencement of any such Tax Matter, (ii) the defense of such Tax Matter can be conducted separately from the defense of any action of Proceedings for which Seller is not responsible pursuant to this Agreement, (iii) counsel engaged by Seller is reasonably acceptable to Buyer, (iv) Seller shall thereafter keep Buyer informed of any material developments with respect to such Tax Matter and promptly provide the Buyer with copies of correspondence, notices and other written materials received from any taxing authorities and promptly provide Buyer with a copy of any submission to be sent to a Tax authority (prior to the submission thereof) for review and approval (which shall not be unreasonably withheld, delayed or conditioned), and (v) Seller shall not, without Buyer’s prior written consent (not to be unreasonably withheld, delayed or conditioned), agree to any settlement, or appeal any adverse determination, with respect to any Tax Matter (each such Tax Matter assumed by Seller, a “Seller Tax Matter,” and any other Tax Matter, a “Buyer Tax Matter”). Buyer shall have the right (but not the duty) to participate in the defense of any Seller Tax Matter and to employ counsel, at its own expense, separate from the counsel employed by Seller in such Seller Tax Matter. Buyer shall retain sole and exclusive control over any Buyer Tax Matters; provided that to the extent a determination of any Buyer Tax Matter could result in an indemnification obligation under Section 6.2: (i) Buyer shall promptly provide the Seller with copies of all correspondence, notices and other written materials received from any taxing authorities and (ii) Buyer shall promptly provide Seller with a copy of any submission to be sent to a Tax authority (prior to the submission thereof) for review and comments (which Buyer shall consider in good faith); provided in each case that Buyer shall only be required to provide Seller with any correspondence, notices, materials or submissions to the extent such materials relate to Taxes for which Seller is liable hereunder; provided, however, that Buyer shall be permitted to exclude from any such correspondence, notices, materials or submissions any information related to Taxes for which Seller is not liable hereunder. Seller’s delivery of a Defense Notice shall constitute an acceptance of its obligation hereunder to indemnify Buyer with respect to all Taxes that Seller would be responsible for pursuant to Section 6.2(c), if any, resulting from the subject Tax Matter.

(g) All Tax sharing, allocation, and indemnity agreements and similar agreements with respect to or involving the Company shall be terminated as of the Closing Date, and, after the Closing Date, the Company shall not be bound thereby or have any liability or obligation thereunder.

(h) Each of the Parties shall provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return or in connection with any audit or other proceeding in respect of Taxes of the Company, Buyer or Seller, as the case may be. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and

documents relating to rulings or other determinations by tax authorities. Buyer and Seller shall retain all Tax Returns, schedules and work papers, records and other documents in its possession relating to Tax matters of the Company (including any predecessors thereof) for any taxable period beginning before the Closing Date until the earlier of the expiration of the applicable statute of limitations of the taxable periods to which such Tax Returns and other documents relate and six (6) years.

(i) The Parties agree to allocate the Purchase Price (including any liabilities that are treated as consideration for federal income tax purposes), plus other relevant items required to be allocated to the assets of the Company pursuant to Section 1060 of the Code in accordance with Section 5.6(i) of the Disclosure Schedule (the "Purchase Price Allocation Methodology"). Within ninety (90) days of the Closing Date, the Buyer shall provide a draft allocation in accordance with the Purchase Price Allocation Methodology (the "Allocation Schedule"). Within fifteen (15) days following delivery of the Allocation Schedule to Seller, Seller may deliver a written protest to Buyer of any disagreement that the Seller may have as to such Allocation Schedule; provided that such written protest shall be limited to disputes regarding whether the Allocation Schedule conforms to the methodology set forth in Section 5.6(i) of the Disclosure Schedule. The parties will negotiate in good faith for a period of up to fifteen (15) days to resolve any disputed items in the Allocation Schedule. If the parties are unable to resolve any such disagreement, Buyer and Seller shall each submit their proposed allocations to an accounting firm of national reputation mutually agreed upon by Buyer and Seller who has not performed work for either Buyer or Seller in the past three (3) years (the "Accounting Firm"), who shall resolve any disagreement between the parties (with the cost of the Accounting Firm to be paid one-half by Buyer and one-half by Seller). In the event that any adjustment is required to be made to the Allocation Schedule as a result of any adjustment to the Purchase Price pursuant to this Agreement, Buyer shall prepare and shall provide to the Seller a revised Allocation Schedule reflecting such adjustment. The parties shall follow the procedures described above (or such other procedures as they may agree to) in finalizing any adjustment to the Allocation Schedule. The Parties agree to file their respective IRS Forms 8594 and all federal, state, and local Tax Returns in accordance with the Allocation Schedule (as finally determined). No Party shall take or permit others to take on its behalf any position, whether in connection with a Tax audit, a Tax Return or otherwise, that is inconsistent with the Allocation Schedule unless required to do so by Law; provided, however, that nothing contained herein shall prevent Buyer or Seller from settling any proposed deficiency or adjustment by any taxing authority based upon or arising out of such Purchase Price allocation, and neither Buyer nor Seller shall be required to litigate before any court any proposed deficiency or adjustment by any taxing authority challenging such Purchase Price allocation.

(j) In the event of a conflict between the provisions of this Section 5.6 and any other provision of this Agreement, this Section 5.6 shall control.

#### 5.7 Non-Competition; Non-Solicitation.

(a) Seller (for the purposes of this Section 5.7, the "Restricted Party") hereby acknowledges that it is familiar with the Company's trade secrets and with other Protected Information. Seller acknowledges and agrees that the Company and Buyer would be irreparably damaged if it were to provide services to or otherwise participate in the business of any Person competing with the Company in a similar business and that any such competition by Seller would

result in a significant loss of goodwill by the Company and Buyer. Seller further acknowledges and agrees that the covenants and agreements set forth in this Section 5.7 were a material inducement to Buyer to enter into this Agreement and to perform its obligations hereunder, that Buyer would not have entered into this Agreement but for the covenants and agreements of Seller set forth in this Section 5.7 and that Buyer and its member would not obtain the benefit of the bargain set forth in this Agreement as specifically negotiated by the Parties if Seller breached the provisions of this Section 5.7. The obligations of Seller hereunder shall be independent of and in addition to any similar obligations of Seller under any separate agreement with Buyer or its Affiliates.

(b) Seller agrees that from the Closing Date until the five (5) year anniversary of the Closing (the "Restricted Period"), it shall not, directly or indirectly, own any interest in, invest in, manage, control, finance, participate in (whether as an officer, director, shareholder, employee, partner, agent, representative or otherwise), consult with, render services for, or in any other manner engage anywhere in the Restricted Territories, in any business engaged directly or indirectly in the Business or any other business that is competitive with the Business; *provided that* nothing herein shall prohibit the Restricted Party or any of its Affiliates from being a passive owner of not more than 2% of the outstanding stock of any class of a corporation which is publicly traded so long as none of such Persons has any active participation in the business of such corporation. Seller acknowledges that the Company's business has been conducted or is presently proposed to be conducted throughout the Restricted Territories and that the geographic restrictions set forth above are reasonable and necessary to protect the goodwill of the Company's business being sold by Seller pursuant to this Agreement.

(c) Seller agrees that during the Restricted Period, it shall not, directly or indirectly, through another Person, (i) induce or attempt to induce any employee or independent contractor of the Company or its Affiliates to leave the employ of or engagement by the Company or its Affiliates, or in any way interfere with the relationship between the Company or its Affiliates and any employee or independent contractor thereof, (ii) hire or engage, offer to hire or engage or assist others to hire or engage or offer to hire or engage any person who was an employee or independent contractor of the Company or its Affiliates at any time during the twelve (12) month period immediately prior to the date on which such hiring or engagement would take place, or (iii) call on, solicit or service any current or prospective customer, reseller, affiliate, client, or independent contractor of the Company or its Affiliates (including any Person that was a customer, reseller, affiliate, client, or independent contractor of the Company or its Affiliates at any time during the twelve (12) month period immediately prior to such call, solicitation or service), induce or attempt to induce such Person to cease doing business with the Company or its Affiliates, or in any way interfere with the relationship between any such customer, reseller, affiliate, client, or independent contractor and the Company or its Affiliates (including making any negative statements or communications about the Company or its Affiliates) in a manner harmful to the Company or its Affiliates; *provided, however*, that nothing in Section 5.7(c) will apply to: (A) any individual who responds to general mass solicitations of employment and generalized employee searches by headhunter/search firms (in either case not specifically directed at any employee of the Company); or (B) in the case of Section 5.7(c)(i) or (ii), hiring or inducing or assisting any other Person in hiring any individual that was an employee of the Company after such individual's employment has been terminated by the Company.

(d) Seller agrees that it shall not, except done in good faith in any claim, suit, action or proceeding against Buyer or the Company, (i) make any negative statement or communication regarding Buyer, the Company or any of their respective Affiliates or employees with the intent to harm the Company or Buyer or (ii) make any derogatory or disparaging statement or communication regarding Buyer, the Company or any of their respective Affiliates or employees. Nothing in this Section 5.7(d) shall limit Seller's ability to make true and accurate statements or communications in connection with any disclosure that is required pursuant to Applicable Law.

(e) If, at the time of enforcement of the covenants contained in this Section 5.7 (the "Restrictive Covenants"), a court shall hold that the duration, scope or area restrictions stated herein are unreasonable under circumstances then existing, the Parties agree that the maximum duration, scope or area reasonable under such circumstances shall be substituted for the stated duration, scope or area and that the court shall be allowed and directed to revise the restrictions contained herein to cover the maximum period, scope and area permitted by Applicable Law. Seller has consulted with legal counsel regarding the Restrictive Covenants and based on such consultation have determined and hereby acknowledge that the Restrictive Covenants are reasonable in terms of duration, scope and area restrictions and are necessary to protect the goodwill of the Company's business and the substantial investment in the Company made by Buyer hereunder.

(f) If Seller breaches, or threatens to commit a breach of, any of the Restrictive Covenants, Buyer and the Company shall have the following rights and remedies, each of which rights and remedies shall be independent of the others and severally enforceable, and each of which is in addition to, and not in lieu of, any other rights and remedies available to Buyer, the Company or any of their respective Affiliates at law or in equity:

(i) the right and remedy of injunction, to have the Restrictive Covenants specifically enforced and/or other equitable relief by any court of competent jurisdiction, without the necessity of proving actual harm or posting a bond or other security therefor, it being agreed that any breach or threatened breach of the Restrictive Covenants would cause irreparable injury to the Company and Buyer and that money damages would not provide an adequate remedy to the Company or Buyer; and

(ii) the right and remedy to require such Restricted Party to account for and pay over to the Company any profits, monies, accruals, increments or other benefits derived or received by such Person as the result of any transactions constituting a breach of the Restrictive Covenants.

(g) The rights and remedies set forth in this Section 5.7 shall be in addition to, and not in lieu of, any other rights and remedies available to Buyer, the Company or any of their respective Affiliates at law or in equity.

(h) In the event of any breach or violation by the Restricted Party of any of the Restrictive Covenants, the time period of such covenant shall be tolled with respect to the Restricted Party until such breach or violation is resolved.

5.8 Release by Seller. Effective upon Closing, Seller, on behalf of itself and its Affiliates, and Seller's and each such Affiliate's successors and assigns, hereby irrevocably and unconditionally waives, releases and forever discharges the Company and its managers, officers, employees, owners, successors and assigns from any and all rights, claims, debts, causes of action, Proceedings, obligations, Damages and other liabilities of any nature or kind, whether direct or indirect, known or unknown, matured or contingent, accrued or unaccrued, liquidated or unliquidated or due or to become due, including for direct, indirect, compensatory, special, incidental or punitive damages, equitable relief or otherwise, and whether arising in Applicable Law, in equity or otherwise, based upon facts, circumstances, acts or omissions existing or occurring at or prior to Closing; provided, however, that the foregoing release in this Section 5.9 does not release any of the following items: (a) subject to Seller's obligations under this Agreement or any Transaction Document, claims of Seller against Buyer for any breach by Buyer of this Agreement (including associated rights and defenses of Seller against Buyer pursuant to Article VI or any Transaction Document); and (b) subject to Seller obligations under this Agreement or any Transaction Document, claims solely with respect to post-Closing acts or omissions of the Company.

5.9 Settlement of Affiliate Accounts. Seller will cause all amounts owed immediately before Closing between the Company, on the one hand, and Seller or any Seller Affiliate (other than the Company), on the other hand, to be paid in full before or at Closing.

5.10 Consents. After the Closing, Seller and Buyer shall each use commercially reasonable efforts to seek Consents from those certain Material Contract counterparties identified on Schedule 5.10. For purposes of clarity, neither Seller nor any Owner shall have any liability for a failure to obtain any such consent or approval. Each Party will use its commercially reasonable efforts to make or cause to be made all filings and submissions under Applicable Laws as may be required for the consummation of the transactions contemplated by this Agreement. The Parties will reasonably coordinate and cooperate with each other in exchanging such information and assistance as any of the Parties may reasonably request in connection with the foregoing. The Parties shall not willfully take any action that will have the effect of delaying, impairing or impeding the receipt of any required consents, authorizations, orders and approvals.

## **ARTICLE VI** **REMEDIES**

6.1 Survival. The representations, warranties, covenants and agreements of the Company and Seller, on the one hand, and Buyer, on the other hand, contained in this Agreement and the certificates delivered pursuant to this Agreement will survive the Closing but only to the extent specified below:

(a) All covenants and agreements in this Agreement required to be performed prior to the Closing will terminate at the Closing and all other covenants and agreements in this Agreement will expire when so stated in accordance with their express terms or, if no such term is expressed, indefinitely; *provided, however*, that for the avoidance of doubt, the Tax covenants under Article V and any Tax indemnification under Article VI shall survive until sixty (60) days after the applicable statutes of limitations have expired with respect to each such matter addressed therein. Notwithstanding the foregoing, the parties hereto acknowledge and agree that the survival

periods set forth in this Section 6.1(a) are applicable to the Buyer Indemnified Parties' right to indemnification against Seller in accordance with this Agreement, but are not intended to, and shall not, modify or limit the Buyer Indemnified Parties' right to recovery under the R&W Insurance Policy in accordance with its terms.

(b) The representation and warranties contained in Article II, Article III and Article IV, and the Parties' indemnification obligations with respect thereto, shall terminate upon the Closing; *provided, however*, that the representations and warranties of Seller contained in 2.1 (Authority; Binding Nature of Agreement), 2.3 (Ownership of Shares) and 2.4 (Brokers), and the representations and warranties of Seller as to the Company contained in 3.1 (Organization, Power and Authority), 3.2 (Authority of the Company), 3.3 (Capitalization), 3.4 (No Subsidiaries), 3.13 (Taxes), 3.20 (Brokers) and 4.2 (Authority of Buyer) (collectively, the "Fundamental Representations"), shall survive the Closing Date for a period equal to sixty (60) days after the applicable statute of limitations and shall then terminate and be of no further force or effect.

(c) For the avoidance of doubt, neither Buyer nor Seller will have any liability with respect to claims first asserted in connection with any breach of or any inaccuracy in any representation or warranty, covenant or other agreement in this Agreement after the end of the applicable survival period; *provided, however*, that if an indemnification claim is asserted in writing prior to the expiration of the applicable survival period of the representation or warranty, covenant or other agreement that is the basis for such claim, then such representation or warranty, covenant or other agreement shall survive until, but only for the purpose of, the resolution of such claim (including through the date that such claim is finally concluded under the R&W Insurance Policy).

6.2 Indemnification by Seller. Subject to Section 6.1 and the other provisions and limitations in this Article VI, from and after the Closing Date, Seller shall indemnify and hold harmless Buyer, the Company and their respective successors and permitted assigns, and the officers, employees, directors and stockholders of Buyer, the Company and their respective heirs and personal representatives (collectively, the "Buyer Indemnified Parties"), from and against any and all claims, demands, losses, damages, liabilities (whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due), deficiencies, actions, interests, awards, Taxes, penalties, fines, costs or expenses of whatever kind, including reasonable out-of-pocket attorneys', accountants and other experts' fees, collection costs, investigation costs, any amounts paid in connection with any assessment, judgment or settlement and the out-of-pocket cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Damages"), whether or not involving any third party claims, incurred by a Buyer Indemnified Party arising out of:

(a) any breach of any Fundamental Representation of the Company or Seller contained in this Agreement or in any certificate delivered by or on behalf of the Company with respect thereto pursuant to this Agreement;

(b) any breach by the Company or Seller of any of its covenants or agreements contained in this Agreement that survive the Closing Date;

(c) (i) Taxes of the Company for any Pre-Closing Tax Period and any portion of any Straddle Period through the Closing Date, (ii) Taxes imposed on the Company as a result of it having been a member of an affiliated, consolidated or combined group prior to the Closing Date, including pursuant to Treasury Regulation Section 1.1502-6 or any analogous or similar foreign, state or local Applicable Law, (iii) all Taxes of any other Person for which Company is or has been liable as a transferee or successor, or by Contract resulting from events, transactions or relationships occurring or existing prior to and including the Closing Date, (iv) any Taxes related to any payments of Seller Expenses or other payments of compensation otherwise paid or accrued by the Company in relation to the consummation of the transaction under this Agreement (including any amounts giving rise to a Transaction Tax Deduction), or (v) Taxes arising as a result of prepaid amounts or deferred revenue received by the Company prior to the Closing; or (vi) any Taxes owed by or imposed on Seller;

(d) any Company Indebtedness (but only to the extent not deducted from the Purchase Price pursuant to Section 1.3);

(e) any Company Transaction Expenses (but only to the extent not deducted from the Purchase Price pursuant to Section 1.3);

(f) any inaccuracy contained in Schedules 1.3(a) or 1.3(d);

(g) any inaccuracy contained in any information delivered pursuant to Section 1.3(f); and

(h) any item set forth in Schedule 6.2(h).

6.3 Indemnification by Buyer. From and after the Closing Date, Buyer will indemnify and hold harmless Seller and its successors and permitted assigns, and the officers, employees, directors, managers, members and stockholders of Seller and their respective heirs and personal representatives (collectively, the "Seller Indemnified Parties") for, and will pay to Seller Indemnified Parties the amount of, any Damages, whether or not involving any third party claims, incurred by a Seller Indemnified Party arising out of (a) any breach of any Fundamental Representation Buyer, or (b) any breach by Buyer of any of its covenants or agreements contained in this Agreement that survive the Closing Date.

6.4 Exclusive Remedy. After the Closing, the remedies provided for in this Article VI (as limited in this Article VI) shall be the sole and exclusive remedy for Buyer Indemnified Parties against Seller or any Owner for any claim (whether such claim is framed in tort, contract or otherwise) arising out of a breach of any representation or warranty (including any Fundamental Representation), covenant or other agreement herein or otherwise arising out of or in connection with the transactions contemplated by this Agreement; *provided that* this Section 6.4 shall not prohibit (a) injunctive relief (including specific performance) if available under Applicable Law in accordance with Section 7.12 or (b) claims for Fraud of Seller or any Owner and *provided further that*, with respect to all claims resulting from or relating to any breach of covenant, agreement or other obligation contained in Section 5.7, any additional remedies shall be as stated in Section 5.7.

6.5 Recourse. Other than for Damages resulting from claims brought on the basis of Fraud or as a result of inaccuracies of any Fundamental Representations, the Parties acknowledge and agree that from and after the Closing no Indemnified Party shall be permitted to make, and no Indemnifying Party shall have any liability or obligation with respect to, any claims for indemnification for any Damages for any breach of any representation or warranty set forth in this Agreement. In furtherance of the foregoing, other than for Damages resulting from claims brought on the basis of Fraud or as a result of inaccuracies of any Fundamental Representations, from and after the Closing, each Party hereby waives (on behalf of itself, each of its Affiliates), to the fullest extent permitted under Applicable Law, any and all rights, claims and causes of action (including any statutory rights to contribution or indemnification) for any breach of any representation or warranty that such Party may have against the other Party or its Affiliates or any of their respective Affiliates arising under or based upon any theory whatsoever, under any Applicable Law, in equity, contract, tort or otherwise.

6.6 Limitations on Indemnification of Buyer Indemnified Parties. Notwithstanding anything herein to the contrary, the right of Buyer Indemnified Parties or Seller Indemnified Parties to indemnification and reimbursement from Seller or Buyer, respectively, is limited as follows:

(a) The amount of any Damages suffered, sustained or incurred by any Buyer Indemnified Party or Seller Indemnified Party (as applicable, an “Indemnified Party”) shall be reduced by the amount such Indemnified Party actually recovers (after deducting all reasonable attorneys’ fees, expenses and other costs of recovery (including any deductible amount) and any resultant increase in insurance premiums of the Indemnified Party) from any insurer (excluding self-insurance or captive insurance) or other Person then liable for such Damages.

(b) The Buyer Indemnified Parties will use commercially reasonable efforts to obtain recovery under the R&W Insurance Policy to the extent that coverage for Damages is reasonably available thereunder; *provided, however*, that attempts to collect insurance proceeds are not a precondition to a Buyer Indemnified Party being awarded or collecting any Damages from Seller, to the extent permitted in this Agreement. If any Indemnified Party receives any amounts under insurance coverage (excluding self-insurance or captive insurance) or from any Person with respect to Damages sustained at any time subsequent to any payment for those Damages to such Indemnified Party pursuant to this Article VI, then such Indemnified Party shall promptly reimburse Seller or Buyer (as applicable, the “Indemnifying Party”) (to an account designated by such Indemnifying Party) for any payment made up to such amount received under insurance coverage with respect to such Damages (subject to the limitations set forth in clause (a) above).

(c) Notwithstanding anything to the contrary contained in this Agreement, other than with respect to indemnifiable claims arising out of or based upon Fraud, the maximum aggregate liability of any Party and its Affiliates under or related to this Agreement shall in no event exceed the Purchase Price.

(d) Except with respect to Damages actually awarded to a third party in an action brought against an Indemnified Party, no Indemnified Party shall be entitled to indemnification under this Article VI for punitive or exemplary damages.

(e) No Indemnified Party shall be entitled to recover Damages in respect of any claim or otherwise obtain reimbursement or restitution more than once with respect to any claim hereunder. Without limiting the foregoing, notwithstanding anything to the contrary in this Agreement, no Indemnified Party shall be entitled to indemnification with respect to any Damages as a result of, or based upon or arising from, any claim or liability to the extent such claim or liability is taken into account in determining the Final Working Capital, Company Indebtedness or Company Transaction Expenses to the extent any such claim or liability actually reduced the calculation of the Purchase Price in accordance with Section 1.7 (other than for any claim based on or arising out of Fraud).

(f) No Buyer Indemnified Party shall be entitled to indemnification with respect to any Damages arising out of or related to any unpaid B&O Taxes for any Pre-Closing Tax Period.

6.7 Mitigation. Buyer and Seller will, in connection with any claim for indemnification under Article VI, use good faith commercially reasonable efforts to mitigate Damages upon and after becoming aware of any event which could reasonably be expected to give rise to such Damages. Each Party agrees that, for so long as such Party has any right of indemnification under Article VI, it will use good faith commercially reasonable effort not to, and agrees to use its good faith commercially reasonable efforts to ensure that its Affiliates do not, voluntarily or by discretionary action, accelerate the timing of a Third Party Claim (any such action a “Prohibited Action”). Notwithstanding anything to the contrary herein, an Indemnifying Party shall not be obligated to indemnify an Indemnified Party for any Damages to the extent arising from any Prohibited Action.

6.8 Procedures. The following procedures shall apply to all claims for indemnification and reimbursement pursuant to this Article VI:

(a) Notice of Damages by Seller Indemnified Party. As soon as is reasonably practicable after a Seller Indemnified Party obtains knowledge of any matter which has or may result in Damages, Seller shall give written notice of such Damages (a “Claims Notice”) to Buyer describing the matter in reasonable detail, and indicate the amount (estimated, if necessary and to the extent feasible) of the Damages that has been or may be suffered by the applicable Seller Indemnified Party. No delay in or failure to give a Claims Notice by Seller to Buyer pursuant to this Section 6.8(a) will adversely affect any of the other rights or remedies that Seller has under this Agreement or alter or relieve Buyer of its obligation to indemnify the applicable Seller Indemnified Party except to the extent that it is prejudiced thereby.

(b) Notice of Damages by Buyer Indemnified Party.

(i) Claims for Damages. Subject to the limitations set forth in this Article VI, if any Buyer Indemnified Party believes in good faith that it has a claim for indemnification (an “Indemnity Claim”), Buyer shall, promptly after it becomes aware of such Indemnity Claim, but in any event prior to the end of any survival period set forth in this Article VI, notify Seller of such Indemnity Claim by means of a written notice specifying the nature, circumstances and amount of such Indemnity Claim and setting forth with reasonable particularity the underlying facts actually known or in good faith believed by Buyer to exist sufficient to

establish, as of the date of such notice, the basis for the Indemnity Claim and setting forth Buyer's good faith calculation of the amount of Damages incurred by the applicable Buyer Indemnified Party with respect thereto, and including copies of all written documentation in the possession of Buyer Indemnified Parties relating to the circumstances or events giving rise to such Indemnity Claim (an "Indemnity Claim Notice"). The failure by Buyer to promptly deliver an Indemnity Claim Notice under this Section 6.8(b)(i) will not adversely affect the applicable Buyer Indemnified Party's right to indemnification except to the extent Seller is materially prejudiced thereby. If, by 5:00 p.m., Eastern Time (Wilmington, Delaware local time), on the thirtieth (30th) day following receipt by Seller of an Indemnity Claim Notice (the "Dispute Period"), Buyer has not received from Seller notice in writing that Seller objects to the Indemnity Claim (or the amount of Damages set forth therein) asserted in such Indemnity Claim Notice (a "Dispute Notice"), as the case may be, then Seller shall be deemed to have waived any objection to the Indemnity Claim (or amount of Damages set forth therein).

(ii) Disputes. If Seller delivers a Dispute Notice to Buyer within the Dispute Period, Buyer and Seller shall promptly meet and use their reasonable efforts to settle the dispute as to whether and to what extent Buyer Indemnified Parties are entitled to indemnification or reimbursement on account of such Indemnity Claim. If Buyer and Seller are able to reach agreement within thirty (30) days after Buyer receives such Dispute Notice, Seller shall reimburse Buyer the amount agreed upon with respect to such Indemnity Claim within ten (10) Business Days after such agreement is reached, subject to the limitations contained in this Article VI. If Buyer and Seller are unable to reach agreement within thirty (30) days after Buyer receives such Dispute Notice, then the dispute may be submitted to a court of competent jurisdiction by either Buyer or Seller. For all purposes of this Article VI, Buyer and Seller shall cooperate with and make available to the other Party and its representatives all information, records and data, and shall permit reasonable access to its facilities and personnel, as may be reasonably required in connection with the resolution of such disputes.

(c) Opportunity to Defend Third Party Claims. In the event of any claim by a third party against any Buyer Indemnified Party or Seller Indemnified Party for which indemnification is available under this Article VI (whether pursuant to a lawsuit, other legal action or otherwise, a "Third Party Claim"), Indemnifying Party shall be entitled (subject to the rights of the R&W Insurer) and, if it so elects, shall (subject to the terms hereof) be obligated at its own cost and expense, (i) to take control of the defense and investigation of such Third Party Claim and (ii) to pursue the defense thereof in good faith by appropriate Proceedings promptly taken or instituted and diligently pursued, including, without limitation, to employ and engage attorneys of its own choice reasonably acceptable to the Indemnified Party to handle and defend such Third Party Claim, and the Indemnifying Party shall be entitled (but not obligated), if it so elects, to compromise or settle such claim, which compromise or settlement shall be made only with the written consent of the Indemnified Party; such consent not to be unreasonably withheld, conditioned or delayed. In the event the Indemnifying Party elects to assume control of the defense and investigation of such Third Party Claim in accordance with this Section 6.8(c), the Indemnified Party may, at its own cost and expense, participate in the investigation, trial and defense of such Third Party Claim. If the Indemnifying Party fails to assume the defense of such Third Party Claim in accordance with this Section 6.8(c) within fourteen (14) days after delivery of the Indemnity Claim Notice in connection with such Third Party Claim, the Indemnified Party against which such Third Party Claim has been asserted shall (upon delivering notice to such effect to the

Indemnifying Party) (i) have the right to undertake the defense, compromise and settlement of such Third Party Claim and (ii) keep the Indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement, and the Indemnifying Party shall be liable for any resulting settlement of such Third Party Claim and for any final judgment with respect thereto (subject to any right of appeal), if any, but only to the extent otherwise provided in this Agreement (including 6.6 and 6.7 hereof). In the event the Indemnifying Party assumes the defense of the claim, the Indemnifying Party shall keep the Indemnified Party reasonably informed of the progress of any such defense, compromise or settlement, and in the event the Indemnified Party assumes the defense of the claim, the Indemnified Party shall keep the Indemnifying Party reasonably informed of the progress of any such defense, compromise or settlement.

(d) Limitation on Opportunity to Defend Third Party Claims. Notwithstanding anything to the contrary herein, the Indemnifying Party shall not be entitled to assume control of the defense and investigation of such Third Party Claim pursuant to Section 6.8(c) if (A) the aggregate amount of the potential obligations of the Indemnified Party with respect to such Third Party Claim exceeds the maximum obligations of the Indemnifying Party under this Agreement with respect to such Third Party Claim, (B) such Third Party Claim seeks any equitable or other non-monetary damage or remedy, (C) such Third Party Claim alleges criminal conduct or would reasonably be expected to result in any criminal charge, penalty or sanction, (D) it is reasonably likely that such Third Party Claim will adversely affect the Indemnified Party other than for monetary damages or (E) the Indemnifying Party fails to provide the Indemnified Party with evidence reasonably satisfactory to the Indemnified Party that the Indemnifying Party has the financial resources to actively and diligently conduct the Defense of such Third Party Claim and fulfill the Indemnifying Party's indemnification, defense and hold harmless obligations hereunder with respect thereto.

6.9 Adjustment to Purchase Price. Any payments made pursuant to this Article VI shall be construed as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Applicable Law.

6.10 Effect of Materiality. For purposes of this Article VI, in determining (i) if a breach of or inaccuracy in a representation or warranty in this Agreement or in any Transaction Document exists and (ii) the amount of Damages arising out of, relating to or resulting from, directly or indirectly, any such breach or inaccuracy, all materiality qualifiers will be ignored and each such representation and warranty will be read and interpreted without regard to any materiality qualifier.

## **ARTICLE VII** **MISCELLANEOUS**

7.1 Further Assurances. From time to time after the Closing Date, at the request of another Party and at the expense of the Party so requesting, the Parties shall execute and deliver to such requesting Party such documents and take such other action as such requesting Party may reasonably request in order to consummate the transactions contemplated hereby.

7.2 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (i) when delivered by hand (with written confirmation of receipt), (ii) when received by the addressee if

sent by a nationally recognized overnight courier (receipt requested), (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient, or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 7.2):

(a) If to Buyer, to:

c/o Propio Language Services  
10801 Mastin St. #580  
Overland Park, KS 66210  
Email: [cpesce@Propio-ls.com](mailto:cpesce@Propio-ls.com)  
Attention: Christopher Pesce, CFO

with a copy to:

Faegre Drinker Biddle & Reath LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55401  
Email: [Ryan.Miske@faegredrinker.com](mailto:Ryan.Miske@faegredrinker.com)  
Attention: Ryan Miske

(b) If to Seller, to:

Andre Mon Belle  
954 Ponce de Leon, #205  
San Juan, Puerto Rico 00907  
Email: [andre@monbelle.com](mailto:andre@monbelle.com)

and to:

Leslie Storey  
2408 NE 27<sup>th</sup> Avenue  
Portland, OR 97212  
Email: [less68@outlook.com](mailto:less68@outlook.com)

with a copy to:

Jeffer Mangels Butler & Mitchell LLP  
1900 Avenue of the Stars, 7<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attn: Michael N. Steuch  
Email: [MSteuch@jmbm.com](mailto:MSteuch@jmbm.com)

7.3 Exhibits and Schedules. Any matter, information or item disclosed in the Disclosure Schedule or in any of the exhibits or other schedules attached hereto, under any specific representation or warranty or section number hereof, shall be deemed to have been disclosed for all purposes of this Agreement in response to every representation or warranty in this Agreement in respect of which such disclosure is reasonably apparent on the face of such disclosure (without examining any underlying or referenced documents). The inclusion of any matter, information or item in any Disclosure Schedule, exhibit or other schedule attached hereto shall not be deemed to constitute an admission of any liability by the Company or Seller to any third party or otherwise imply that any such matter, information or item is material or creates a measure for materiality for the purposes of this Agreement.

7.4 Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time by written agreement of the Parties. Any failure of Seller to comply with any term or provision of this Agreement may be waived by Buyer, and any failure of Buyer to comply with any term or provision of this Agreement may be waived by Seller, at any time by an instrument in writing signed by or on behalf of such other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

7.5 Entire Agreement. This Agreement, the Disclosure Schedule and the exhibits, schedules and other documents referred to herein (including, without limitation, the Confidentiality Agreement) which form a part hereof contain the entire understanding of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, oral and written, with respect to its subject matter (other than the Confidentiality Agreement).

7.6 Severability. Should any provision of this Agreement for any reason be declared invalid or unenforceable, such decision shall not affect the validity or enforceability of any of the other provisions of this Agreement, which other provisions shall remain in full force and effect and the application of such invalid or unenforceable provision to Persons or circumstances other than those as to which it is held invalid or unenforceable shall be valid and be enforced to the fullest extent permitted by Applicable Law.

7.7 Binding Effect; Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, successors and permitted assigns, but except as contemplated herein, neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned, directly or indirectly, by any Party without the prior written consent of the other Parties, *provided, however*, Buyer shall be permitted to assign its rights hereunder to (a) lenders providing financing for the transactions contemplated by this Agreement for collateral security purposes and (b) to any buyer of all or substantially all of its assets (*provided that* such buyer has agreed in writing to assume all of the Buyer's obligations hereunder) or to any of the Buyer's Affiliates; *provided further that*, in each case, no such assignment shall relieve Buyer of its obligations hereunder.

7.8 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party and its successors and permitted assigns. Nothing in this Agreement is intended to confer upon any other Person any rights or remedies of any nature whatsoever under or by reason of this Agreement except as expressly set forth herein. Without limiting the generality

of the foregoing, the Parties expressly confirm their agreement that, in addition to Seller and the Buyer, the other Seller Indemnified Parties and Buyer Indemnified Parties, as the case may be, will also enjoy the benefits of indemnities made herein which are expressly stated to be in their favor. In this regard, the Parties agree that such Persons will have the right to enforce those provisions directly against the applicable Indemnifying Person(s).

7.9 Fees and Expenses; Transfer Taxes.

(a) Except as otherwise provided herein, whether or not the transactions contemplated hereby are consummated pursuant hereto, each Party shall pay all fees and expenses incurred by it or on its behalf in connection with this Agreement, and the consummation of the transactions contemplated hereby.

(b) All applicable sales, use, conveyance, value added, transfer, recording, deed, stamp and other similar Taxes, including, without limitation, any real property transfer or gains Taxes (if any) ("Transfer Taxes"), resulting from the consummation of the transactions contemplated by this Agreement shall be borne 50% by Buyer and 50% by Seller. All necessary Tax Returns and other documentation with respect to such Transfer Taxes shall be prepared and filed by the Party required to file such Tax Returns under Applicable Law. Each Party hereto agrees to use its commercially reasonable efforts to mitigate, reduce or eliminate any Transfer Taxes.

7.10 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission in PDF format shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.11 Interpretation. The article and section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement, the term "Person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof. As used in this Agreement, the term "Affiliate" with respect to any specified Person, means (a) a partner, manager, director, officer or equity holder of such Person, (b) a spouse, parent, sibling or lineal descendant of such Person (if a natural person), or a spouse, parent, sibling or descendant of any partner, manager, director, officer or equity holder of such Person (if an Entity), and (c) any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For the purposes of this definition, "control", when used with respect to any specified Person, means the power to direct the management and policies of such Person directly or indirectly, whether through ownership of voting securities, by Contract or otherwise, including the ability to elect the members of the board of directors or other governing body of such Person; and the terms "controlling" and "controlled" having meanings correlative to the foregoing.

7.12 Enforcement of Agreement. The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement (including failing to take such actions as are required of it hereunder in order to consummate the transactions contemplated by this

Agreement) are not performed in accordance with their specific terms and that certain breaches of this Agreement may not be adequately compensated in all cases by monetary damages alone. Accordingly, the Parties will be entitled to enforce any provision of this Agreement by seeking a decree of specific performance, to temporary, preliminary and permanent injunctive relief or to other equitable relief to prevent breaches or threatened breaches of any of the provisions of this Agreement.

7.13 Forum; Service of Process. Any legal suit, action or proceeding brought by any Party or any of its Affiliates arising out of or based upon this Agreement shall only be instituted in any federal or state court located in the County of New Castle, Delaware and each Party waives any objection which it may now or hereafter have to the laying of venue of any such proceeding, and irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each Party agrees that service of any process, summons, notice or document by U.S. registered mail addressed to such Party in accordance with the addresses set forth in Section 7.2 shall be effective service of process for any action, suit or proceeding brought against such Party in any such court. Buyer hereby designates the individual listed in Section 7.2(a) to whom notice may be given on behalf of Buyer as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of Seller. Seller (prior to Closing) hereby designates the individual listed in Section 7.2(b) to whom notice may be given on behalf of Seller as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of Buyer.

7.14 Governing Law. This Agreement shall be governed by the laws of the State of Delaware, excluding choice of law principles that would require the application of the laws of a jurisdiction other than the State of Delaware.

7.15 Attorneys' Fees. In any action or proceeding instituted by a Party arising in whole or in part under, related to, based on, or in connection with, this Agreement or the subject matter hereof, the prevailing party shall be entitled to receive from the losing party reasonable attorneys' fees, costs and expenses incurred in connection therewith, including any appeals therefrom.

7.16 Waiver of Jury Trial. NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY WILL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE OTHER AGREEMENTS OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION 7.16 HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS WILL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HERETO HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY HERETO THAT THE PROVISIONS OF THIS SECTION 7.16 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

7.17 Legal Representation. Buyer and Seller understand, acknowledge and agree that:

(a) Jeffer Mangels Butler & Mitchell LLP (“JMBM”) has represented only the Company in connection with this Agreement, the transactions contemplated hereby;

(b) up to and through the Closing Date, JMBM has not represented or provided legal counsel to Buyer on any matter, and has no attorney-client relationship with Buyer;

(c) they have been advised by JMBM that under applicable rules of professional conduct (i) a law firm may not represent a client in a matter directly adverse to another client, unless among other things, each client consents to such representation, and (ii) law firms may not represent a client against a former client in the same or a substantially related matter unless the former client consents to such representation;

(d) Buyer, on behalf of itself and the Company following the Closing, hereby consents to the representation of Seller by JMBM in connection with any matters adverse to Buyer arising from or related to this Agreement and the transactions contemplated hereby, and also hereby waives any conflict of interest by JMBM related thereto, *provided, however*, that JMBM does not use any attorney-client privileged information of the Company that JMBM receives from the Company after the Closing Date;

(e) Buyer will not assert, nor will Buyer cause the Company to assert, that the possession by JMBM of any confidential information obtained in the course of JMBM’s pre-Closing representation of the Company as a basis for seeking to disqualify JMBM from representing Seller against Buyer in a matter arising from or related to this Agreement or the transactions contemplated hereby;

(f) JMBM may rely on this Section 7.17 for purposes of demonstrating that it has given written notice to, and has received written consent from, Buyer and the Company to JMBM’s, representation of Seller as described above;

(g) Buyer further agrees that, as to all communications between JMBM, on the one hand, and any of the Company, and/or Seller, on the other hand, prior to the Closing Date to the extent related to this Agreement, the transactions contemplated hereby or negotiations with any third parties regarding a sale of the Company that constitute attorney-client privilege under Applicable Law (collectively, the “Seller Privileged Communications”), the attorney-client privilege and the expectation of client confidence with respect to such Seller Privileged Communications belongs to Seller (as opposed to Buyer and the Company), and shall not pass to or be claimed by Buyer or the Company. The parties hereto agree that, as to all other pre-Closing communications among JMBM, the Company or Seller, including those that relate solely to the usual and ongoing business of the Company and do not directly reference or directly involve this Agreement (or the Transactions), the attorney-client privilege, the expectation of client confidence and all other rights to any evidentiary privilege belonging to the Company shall continue to be controlled by Buyer after the Closing Date and shall not pass to or be claimed by Seller or any of the Company’s pre-Closing officers or employees;

(h) any post-Closing communications among the Parties hereunder required or permitted pursuant to this Agreement shall not constitute a voluntary disclosure of any attorney-client privileged matter, a waiver of the expectation of any client confidence or a waiver of any

other rights to any evidentiary privilege that belong to the Company, in each case relating to any ongoing or reasonably foreseeable dispute with any third party. Any and all such communications and disclosure of communications and information shall be made under the protection of a “common interest” or “joint defense” agreement that includes, among other provisions, a non-waiver agreement regarding the attorney-client privilege in connection with any ongoing or reasonably foreseeable dispute with any third party, including any Governmental Authority;

(i) upon the Closing, none of Buyer, the Company, nor any of their representatives shall have any right to access any Seller Privileged Communications. Notwithstanding the foregoing, in the event that a dispute arises between the Company and a third party after the Closing, the Company may (i) assert any attorney-client privilege that exists between JMBM and the Company to prevent disclosure of confidential communication by JMBM to such third party or (ii) waive such privilege; *provided, however*, that the Company has given Seller at least five (5) Business Days’ notice of the Company’s intent to waive this privilege, so that Seller has an opportunity to assert such privilege if Seller so chooses.

7.18 Guaranty. Each Party acknowledges that, on the date of this Agreement, each Owner is executing and delivering to Buyer the guaranty that is attached immediately following the signature page hereto (the “Guaranty”).

## **ARTICLE VIII** **DEFINITIONS**

The following capitalized terms have the respective meanings ascribed to them below:

“Accountants” has the meaning set forth in Section 5.6(e).

“Accounts Receivable” has the meaning set forth in Section 3.6(e).

“Accounting Principles” means the principles, methodologies, policies and procedures used to prepare the sample Net Working Capital calculation set forth on Exhibit B

“Acquisition Proposal” means any offer or proposal concerning any (a) merger, consolidation, business combination or similar transaction involving the Company, (b) liquidation, dissolution or recapitalization involving the Company, (c) sale, lease or other disposition directly or indirectly by merger, consolidation, business combination, share exchange, joint venture, or otherwise of assets of the Company representing a material portion of the consolidated assets of the Company, (d) issuance, sale, or other disposition of (including by way of merger, consolidation, business combination, share exchange, joint venture or any similar transaction) securities (or options, rights or warrants to purchase, or securities convertible into or exchangeable for, such securities) representing a material portion of the securities of the Company, (e) transaction in which any Person shall acquire beneficial ownership, or the right to acquire beneficial ownership or any group shall have been formed which beneficially owns or has the right to acquire beneficial ownership of a material portion of the outstanding voting equity interests of the Company or (f) any combination of the foregoing (other than the transactions contemplated hereby).

“Affiliate” has the meaning set forth in Section 7.11.

“Agreement” has the meaning set forth in the introductory paragraph of this Agreement.

“Agreement Date” has the meaning set forth in the introductory paragraph of this Agreement.

“Applicable Law(s)” means any statute, law, ordinance, rule or regulation of a Governmental Authority applicable to Seller, the Company, Buyer or any of their respective assets, as the case may be.

“Annual Financial Statements” has the meaning set forth in Section 3.6(a).

“Assignment and Assumption Agreement” has the meaning set forth in Section 1.5(a)(i).

“BAA” has the meaning set forth in Section 3.10(b)(vi).

“B&O Taxes” has the meaning set forth in Section 5.6(d).

“Business” has the meaning set forth in the recitals to this Agreement.

“Business Day” means any day other than a Saturday, Sunday or a day on which banks in Wilmington, Delaware are authorized or obligated by Applicable Law or executive order to close.

“Buyer” has the meaning set forth in the introductory paragraph of this Agreement.

“Buyer Indemnified Parties” has the meaning set forth in Section 6.2.

“Buyer Material Adverse Effect” means a material impairment or delay of Buyer’s ability to perform its obligations under this Agreement.

“Buyer Tax Matter” has the meaning set forth in Section 5.6(f).

“Cash” means, for purposes of the Closing, cash and cash equivalents (including marketable securities, checks, bank deposits, the Veem account and short term investments) of the Company as of 11:59 p.m., Eastern time, on the Closing Date. For the avoidance of doubt, Cash will be calculated net of issued but uncleared checks and drafts and inclusive of deposits in transit, provided Cash shall specifically exclude any prepaid deposits of or by the Company.

“Change in Control Transaction” means, with respect to Buyer, any of the following (i) the acquisition by any individual, entity or group not affiliated with Buyer or its direct and indirect owners immediately prior to such acquisition of beneficial ownership of more than 50%, indirectly or directly, of the equity vote of Buyer or (ii) consummation of a merger or consolidation of Buyer with any other entity or a sale or other disposition of all or substantially all of the assets of Buyer following which the voting securities of Buyer that are outstanding immediately prior to such transaction cease to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity (or the entity that owns substantially all of Buyer’s assets either directly or through one or more subsidiaries) or any parent or other Affiliate thereof) at least 50% of the combined voting power of the securities of Buyer or, if Buyer is not the surviving entity, such surviving entity (or the entity that owns substantially all of Buyer’s assets either directly or

through one or more subsidiaries) or any parent or other Affiliate thereof, outstanding immediately after such transaction.

“Claims Notice” has the meaning set forth in Section 6.8(a).

“Charter Documents” means, as to a corporation, such corporation’s certificate of incorporation (including, if relevant, certificates of change of name and certificates of designation, if any), and bylaws, in each case, as amended.

“Closing” has the meaning set forth in Section 1.4.

“Closing Consideration” has the meaning set forth in Section 1.3(e).

“Closing Date” has the meaning set forth in Section 1.4.

“COBRA” has the meaning set forth in Section 3.12(f).

“Code” means the Internal Revenue Code of 1986, as amended.

“Company” has the meaning set forth in the recitals to this Agreement.

“Company’s Knowledge” including phrases such as “to the Knowledge of the Company” (or similar) means the actual knowledge of Andre Mon Belle or Leslie Storey, after reasonable inquiry by such Person of the Company personnel directly reporting to such Person.

“Company Agreements” means the agreements contemplated by this Agreement to be entered into by the Company at Closing.

“Company Indebtedness” means the Indebtedness of the Company as of 11:59 p.m., Eastern time, on the Closing Date, excluding all Indebtedness owing with respect to all Company Transaction Expenses and any Indebtedness included in the calculation of Working Capital.

“Company Intellectual Property” means all Intellectual Property, exclusively or jointly, owned or purported by the Company to be owned by the Company or exclusively licensed by the Company from third parties.

“Company Plans” has the meaning set forth in Section 3.12(a).

“Company Transaction Expenses” means (a) the aggregate amount of all costs, expenses and fees incurred by or on behalf of the Company in connection with the preparation of this Agreement, the negotiation and preparation of this Agreement and the other documents contemplated by this Agreement, and the performance of this Agreement and the transactions contemplated by this Agreement, whether or not invoiced or billed prior to the Closing, including all (i) brokers’ or finders’ fees and (ii) fees and expenses of counsel, investment bankers, accountants and other advisers, (b) all bonuses, retention, severance, change of control or similar transaction-related bonuses or payments, including any phantom equity or other similar equity-based bonuses or payments, that are created, accelerated, accrue or become payable by the Company as a result of the Closing or the transaction contemplated by this Agreement, together

with the employer portion of any employment, payroll, or similar Taxes required to be paid by the Company in connection with any of the foregoing, (c) fifty percent (50%) of the fees and expenses paid by Buyer to the Escrow Agent pursuant to the Escrow Agreement, (d) amounts owed to SpringML, Inc. immediately prior to Closing. Notwithstanding anything to contrary in the preceding sentence, reasonable legal fees and costs actually incurred by the Company in connection with the consummation of the Reorganization shall not constitute Company Transaction Expenses, provided that Seller has provided an invoice for such fees and costs prior to Closing.

“Confidential Information” has the meaning set forth in Section 5.1(b).

“Confidentiality Agreement” has the meaning set forth in Section 5.1(b).

“Consent” has the meaning set forth in Section 3.5(b).

“Contract” means any written or binding oral contract, agreement or instrument, including, without limitation, supply contracts, purchase orders, understandings, arrangements, undertakings, commitments or obligations, or leases of personal or real property, and all amendments, extensions, renewals, guaranties and other agreements with respect thereto.

“Contribution” has the meaning set forth in the recitals to this Agreement.

“Conversion” has the meaning set forth in the recitals to this Agreement.

“Copyright” has the meaning set forth in the definition of Intellectual Property.

“Current Assets” means accounts receivable, prepaids and other current assets (other than Cash) of the Company but excluding prepaid income Taxes and deferred income Taxes.

“Current Liabilities” means accounts payable, accrued expenses, deferred revenues and other current liabilities of the Company but excluding Indebtedness, accrued income Taxes and deferred income Taxes.

“Data Policies” has the meaning set forth in Section 3.10(b)(vi).

“Damages” has the meaning set forth in Section 6.2.

“Defense Notice” has the meaning set forth in Section 5.6(f).

“Disclosure Schedule” means the disclosure schedule delivered by Seller and the Company to Buyer concurrently with the execution and delivery of this Agreement.

“Dispute Notice” has the meaning set forth in Section 6.8(b)(i).

“Dispute Period” has the meaning set forth in Section 6.8(b)(i).

“Downward Adjustment Amount” has the meaning set forth in Section 1.7(d).

“Earnout Amount” has the meaning set forth in Section 1.11(a).

“Earnout Minimum” has the meaning set forth in Section 1.11(a)(i).

“Earnout Statement” has the meaning set forth in Section 1.11(b).

“Eligible Customer” means any Person that (a) was invoiced by the Company for at least \$1.00 in revenue during the twelve (12) month period ending immediately prior to the Closing Date, (b) executed a binding Contract to purchase services from the Company during the sixty (60) day period ending immediately prior to the Closing Date, or (c) has received a formal presentation by and a proposal from the Company prior to the Closing Date and is set forth on the attached Exhibit C.

“Employment Agreements” has the meaning set forth in Section 1.5(a)(ix).

“Entity” means any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

“Environmental Laws” means any Applicable Law or Order related to the protection of human health or the environment, or the use, treatment, storage, disposal, release or transportation of Hazardous Substances, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Emergency Planning and Community Right-To-Know Act, the Solid Waste Disposal Act, the Resource Conservation and Recovery Act, the Clean Air Act, the Water Pollution Control Act, the Toxic Substances Control Act, the Hazardous Materials Transportation Act and the Occupational Safety and Health Act, each as amended and supplemented, and any regulations promulgated pursuant to such laws, and any analogous state or local statutes or regulations.

“Equity Interest” means, with respect to any Person, (a) any capital stock, partnership or membership interest, unit of participation or other similar interest (however designated) in such Person and (b) any option, restricted stock unit, warrant, purchase right, conversion right, exchange right or other contractual obligation which would entitle any other Person to acquire any such interest in such Person or otherwise entitle any other Person to share in the equity, profits, earnings, losses or gains of such Person (including stock appreciation, phantom stock, profit participation or other similar rights).

“ERISA” has the meaning set forth in Section 3.12(a).

“ERISA Affiliate” means, with respect to any Person, any corporation, trade or business which, together with such Person, is a member of a controlled group of corporations or a group of trades or businesses under common control within the meaning of Section 414 of the Code or Section 4001 of ERISA.

“Escrow Account” has the meaning set forth in Section 1.3(c).

“Escrow Agent” means U.S. Bank National Association.

“Escrow Amount” means an amount equal to \$500,000.

“Escrow Agreement” means an agreement by and among Buyer, Seller and the Escrow Agent substantially in the form of Exhibit A, to be executed and delivered at the Closing.

“Final Working Capital” has the meaning set forth in Section 1.7(a).

“Financial Statements” has the meaning set forth in Section 3.5(a).

“Fraud” means a claim for actual, knowing and intentional common law fraud (and not a claim for constructive fraud or negligent misrepresentation or omission) with a specific intent to deceive, based on a specific representation, warranty or covenant expressly set forth in this Agreement.

“Fundamental Representations” has the meaning set forth in Section 6.1(b).

“GAAP” means United States generally accepted accounting principles, consistently applied.

“General Release” has the meaning set forth in Section 1.5(a)(xi).

“Governmental Approval” means any consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Authority.

“Governmental Authority” means any government or political subdivision, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any federal, state, local or foreign court or arbitrator.

“Gross Revenue from Eligible Customers” means all revenue, without reduction for expenses or costs (including, but not limited to, any expenses or costs related to any of the Transactions or any financing(s) associated therewith) and calculated in accordance with GAAP (consistent with the revenue recognition principles as reflected in the Company’s financial statements for the year ended December 31, 2021), received by: (a) the Company from Eligible Customers, or (b) Buyer or any Affiliate of Buyer (other than the Company) from Eligible Customers *if and only if* such revenue is derived from any service or product of the Company, Buyer or any Affiliate of Buyer, including, but not limited to, over-the-phone interpreting services, video remote interpreting services, on-site interpreting services, or text-based translation services.

“Guaranty” has the meaning set forth in Section 7.18.

“Hazardous Substance” means any hazardous waste, hazardous substance, pollutant or contaminant, including, without limitation, petroleum and petroleum products, asbestos and any other material regulated by, or that can result in liability under, applicable Environmental Laws.

“Health Care Legal Requirement” means any Applicable Law relating to healthcare regulatory matters and Programs, including, without limitation (a) 42 U.S.C. §§ 1320a-7, 7a and 7b, which are commonly referred to as the “Federal Fraud Statutes,” (b) 42 U.S.C. § 1395nn, which is commonly referred to as the “Stark Statute,” (c) 31 U.S.C. §§ 3729-3733, which is commonly referred to as the “Federal False Claims Act,” (d) 42 U.S.C. §§ 1320d through 1320d-8 and 42 C.F.R. §§ 160, 162 and 164, which is commonly referred to as the “Health Insurance Portability

and Accountability Act of 1996” (“HIPAA”), (e) the Occupational Safety and Health Act and all regulations promulgated under such legislation, (f) the Federal Food, Drug, and Cosmetic Act, 21 U.S.C. § 321 et seq., as amended and its applicable implementing regulations, (g) Applicable Law of the United States Drug Enforcement Administration and all regulations promulgated thereunder, (h) the Physician Payments Sunshine Law, 42 U.S.C. § 13207h, (i) applicable state anti-kickback, fee-splitting and patient brokering laws, (j) the National Code of Ethics for Interpreters in Health Care published by the National Council on Interpreting in Health Care and related standards and (k) Applicable Law relating to state healthcare information privacy and security.

“Indebtedness” means, with respect to any Person, whether or not contingent and without duplication, (a) the principal, accreted value, accrued and unpaid interest, prepayment and redemption premiums or penalties (if any), unpaid fees or expenses and other monetary obligations in respect of all indebtedness of such Person for borrowed money; (b) all obligations of such Person for the deferred purchase price of assets, property or services other than (x) the deferred purchase price of assets for which the Company has not yet taken delivery, and (y) trade payables and other accruals incurred in the Ordinary Course of Business; (c) all obligations of such Person evidenced by notes, bonds, debentures, hedging and swap arrangements or contracts or other similar instruments; (d) all capital lease obligations of such Person or for the payment of money as lessee under leases that should be consistently applied, recorded as capital leases for financial reporting purposes; (e) obligations or liabilities arising from performance bonds, payment bonds or similar bonds or instruments, valued at the face value thereof; (f) liabilities arising from cash/book overdrafts; (g) obligations secured by a Lien upon property owned by the Company; (h) all Indebtedness of others referred to in clauses (a) through (h) above guaranteed directly or indirectly in any manner by such Person, and (i) with respect to the Company, all additional obligations or liabilities set forth on Schedule 1.3(a).

“Indemnified Party” has the meaning set forth in Section 6.6(a).

“Indemnifying Party” has the meaning set forth in Section 6.6(b).

“Indemnity Claim” has the meaning set forth in Section 6.8(b)(i).

“Indemnity Claim Notice” has the meaning set forth in Section 6.8(b)(i).

“Independent Accountant” means Baker Tilly US, LLP.

“Initial Purchase Price” has the meaning set forth in Section 1.2.

“Insurance Policies” has the meaning set forth in Section 3.19(a).

“Intellectual Property” means any rights available under any of the following, whether protected, created or arising under the Applicable Laws of the United States or any other jurisdiction or under any international convention: (a) all patents and patent applications, including all continuations, divisionals, continuations-in-part and provisionals and patents issuing thereon, and all reissues, reexaminations, substitutions, renewals and extensions thereof (collectively, “Patents”); (b) all trademarks, service marks, trade names, business names, trade dress and logos, all registrations, applications to register and renewals and extensions of such registrations, together with the goodwill associated with any of the foregoing in this subclause (b)

(collectively, "Marks"); (c) all Internet domain names and social media accounts; (d) all works of authorship, Software, copyrights and registrations, applications to register, renewals and extensions thereof (collectively, "Copyrights"); and (e) all proprietary and confidential discoveries, research and development, know-how, formulae, inventions, compositions, manufacturing and production processes and techniques, including Software, technical data, procedures, designs, drawings, specifications, databases and other proprietary and confidential information, including client lists, supplier lists, pricing and cost information and business and marketing plans and proposals, that constitute trade secrets under Applicable Laws, in each case, excluding any rights in respect of any of the foregoing that comprise or are protected by Patents or Copyrights.

"Interests" has the meaning set forth in the recitals to this Agreement.

"Interim Financial Statements" has the meaning set forth in Section 3.6(a).

"IRS" has the meaning set forth in Section 3.12(b).

"IT Systems" has the meaning set forth in Section 3.10(b)(vi).

"JMBM" has the meaning set forth in Section 7.17(a).

"Law" means any applicable foreign or domestic law, statute, regulation, ordinance, rule, common law, Order, decree or governmental requirement enacted, promulgated, entered into or imposed by any Governmental Authority, in each case, as enacted and in effect on or prior to the Closing Date.

"Leased Real Property" has the meaning set forth in Section 3.9(a).

"Licensed Software" means all Software licensed by the Company.

"Liens" means, with respect to any specified asset, any and all liens, claims, encumbrances, options, pledges and security interests thereon except for Permitted Liens and, with respect to real property, Real Estate Permitted Liens.

"Mark" has the meaning set forth in the definition of Intellectual Property.

"Material Adverse Effect" any event, occurrence, fact, condition, change or effect that has had, or would reasonably be expected to have, a material adverse effect on (a) the business, results of operations, financial condition or assets of the Company, or (b) the ability of Seller to consummate the transactions contemplated hereby, after taking into effect any insurance recoveries and other than events, occurrences, facts, conditions, changes or effects, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the Company operates or does business; (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism, or the escalation or worsening thereof; (v) any action required or permitted by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any matter

of which Buyer is aware on the date hereof; (vii) the transactions contemplated by this Agreement or the announcement to third-parties and the public of the transactions contemplated by this Agreement; (viii) changes in Applicable Law or accounting rules or the enforcement, implementation or interpretation thereof after the date hereof; (ix) any natural or man-made disaster or acts of God; or (x) any failure by the Company to meet any internal or published projections, forecasts or revenue or earnings predictions (*provided that* the facts and circumstances underlying any such failure may be considered in determining whether there has occurred a Material Adverse Effect).

“Material Contract” has the meaning set forth in Section 3.14.

“Maximum Earnout Amount” has the meaning set forth in Section 1.11(a).

“Measurement Period” has the meaning set forth in Section 1.11(a).

“Net Working Capital” means, at any date, the excess of (i) all Current Assets as of such date, over (ii) all Current Liabilities as of such date, as calculated in accordance with the sample calculation attached hereto as Exhibit B.

“Notice of Disagreement” has the meaning set forth in Section 1.7(b).

“Non-Prevailing Party” has the meaning set forth in Section 1.7(b).

“Objection Notice” has the meaning set forth in Section 1.11(h)(ii).

“Off-the-Shelf Software” means commercially available off-the-shelf computer Software licensed solely in executable or object-code form on a nonexclusive basis, that has not been modified or customized for the Company, and has an annual aggregate cost of less than \$25,000, including database and related applications available without charge (e.g. Wikipedia, Facebook, LinkedIn, etc.).

“Open-Source Software” means any Software that contains, or is derived in any manner (in whole or in part) from, any Software that is distributed as free Software, open source Software or similar licensing or distribution models, including Software licensed or distributed under any of the licenses or distribution models identified by the Open Source Initiative at <http://www.opensource.org/licenses/alphabetical>, that satisfies the definition of free software by the Free Software Foundation, or any similar license or distribution model.

“Order” means any award, decision, judgment, injunction, order, decree, ruling, subpoena, or verdict entered, issued, made or rendered by any Governmental Authority.

“Ordinary Course of Business” means the ordinary and usual course of day-to-day operations of the business of the Company. An action taken by a Person will be deemed to have been taken in the “Ordinary Course of Business” only if: (a) such action is consistent with the past practices of such Person and is taken in the ordinary course of the normal day-to-day operations of such Person; or (b) such action is similar in nature and magnitude to actions customarily taken in the ordinary course of the normal day-to-day operations of other Persons that are in the same line of business as such Person.

“Owner Restrictive Covenant Agreements” has the meaning set forth in Section 1.5(a)(x).

“Owners” means, collectively, Andre Mon Belle and Leslie Storey.

“Party” and “Parties” has the meanings set forth in the introductory paragraph of this Agreement.

“Paid Indebtedness” has the meaning set forth in Section 1.3(a).

“Patent” has the meaning set forth in the definition of Intellectual Property.

“Payoff and Release Letter” has the meaning set forth in Section 1.5(a)(xii).

“Permitted Liens” means (i) mechanics’, carriers’, workmen’s, repairmen’s or similar Liens arising or incurred in the Ordinary Course of Business; (ii) Liens arising under worker’s compensation, unemployment insurance, social security, retirement and similar legislation; (iii) (x) statutory Liens for Taxes, assessments and any other governmental charges which are not due and payable or (y) Liens for Taxes which are being contested in good faith by appropriate proceedings and for which adequate reserves are reflected on the balance sheet contained within the Annual Financial Statements and which are not material, individually and in the aggregate; (iv) other imperfections of title or encumbrances, if any, which imperfections of title or other encumbrances, individually or in the aggregate, do not materially impair the use or value of the property to which they relate; (v) Liens arising under conditional sales contracts and equipment leases with third parties entered into in the Ordinary Course of Business; and (vi) any other Liens that will be terminated at or prior to Closing in accordance with this Agreement.

“Person” has the meaning set forth in Section 7.11.

“Personal Information” means data or other information relating, directly or indirectly, to, or reasonably capable of being associated with, or that could reasonably be linked to, an identified or identifiable natural person or household; provided, however, that “Personal Information” shall not include data or information that is excepted from the definition of “personal information”, “personal data” or any similar term under Applicable Law.

“Personal Property” has the meaning set forth in Section 3.8(a).

“Pre-Closing Tax Period” means any taxable period that ends on or before the Closing Date and, with respect to any Straddle Period, the portion of such Straddle Period through the end of the Closing Date.

“Prevailing Party” has the meaning set forth in Section 1.7(b).

“Privacy Law” means the Applicable Laws and generally accepted industry standards governing the regulation, disclosure, collection, access, use, disposal, storage, security (including breach notification obligations), transfer, processing and/or use of Personal Information, including, to the extent applicable, Payment Card Industry Data Security Standards, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act of 2009, the Fair Credit Reporting Act, the Fair and Accurate Credit Transaction Act,

the Federal Trade Commission Act, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, the California Consumer Privacy Act and other U.S. state privacy Laws, U.S. state data security and breach notification Laws, U.S. state biometric or health information privacy Laws, Laws governing the Internet of Things or the processing of Personal Information using machine-learning or artificial intelligence, the European Union's e-Privacy Directive, the European Union General Data Protection Regulation (EU) 2016/679 ("GDPR") (including the GDPR as saved into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018) and its predecessor European Union Directive 95/46/EC, and the individual data protection Laws of European or other nations. As used herein, "Internet of Things" means a system of interrelated, internet-connected objects that are able to collect and transfer data over IT Systems without human intervention.

"Proceeding" means any litigation, suit, action, arbitration or similar proceeding by or before any Governmental Authority.

"Prohibited Action" has the meaning set forth in Section 6.7.

"Protected Information" has the meaning set forth in Section 5.2(a).

"Purchase Price" means the Initial Purchase Price, as adjusted in accordance with the terms and conditions of this Agreement, *plus* the Earnout Amount, if earned by Seller pursuant to Section 1.11.

"R&W Insurance Policy" means a buyer-side representation and warranty insurance policy to be issued by the R&W Insurer to Buyer on substantially the same terms set forth in that certain insurance binder attached as Exhibit D, to be effective as of the Closing, naming Buyer as an insured and providing coverage for certain Damages incurred by Buyer with respect to this Agreement, subject to the terms and conditions set forth in the R&W Insurance Policy.

"R&W Insurer" means the insurance carrier under the R&W Insurance Policy.

"Real Property Lease" has the meaning set forth in Section 3.9(a).

"Reorganization" has the meaning set forth in the recitals to this Agreement.

"Required Consents" has the meaning set forth in Section 1.5(a)(iv).

"Restricted Party" has the meaning set forth in Section 5.7(a).

"Restricted Period" has the meaning set forth in Section 5.7(b).

"Restricted Territories" means the United States of America, and all territories, protectorates, possessions and commonwealths of the United States of America.

"Restrictive Covenants" has the meaning set forth in Section 5.7(e).

"Scheduled Intellectual Property" has the meaning set forth in Section 3.10(a).

“Securities Act” means the Securities Act of 1933, as amended.

“Seller” has the meanings set forth in the introductory paragraph of this Agreement.

“Seller Affiliates” has the meaning set forth in Section 3.18.

“Seller Expenses” means all costs, fees and expenses incurred by the Company, or by the Company on behalf of Seller, in each case in connection with the consummation of the transactions contemplated hereby (whether incurred prior to or after the date hereof), including, without limitation, any brokerage fees, commissions, finders’ fees or financial advisory fees and the fees and expenses of Jeffer Mangels Butler & Mitchell LLP and Berkery, Noyes & Co., LLC.

“Seller Indemnified Parties” has the meaning set forth in Section 6.3.

“Seller Note” shall mean the Promissory Note made by the Company in favor of Seller in the principal amount equal to \$10,000,000.

“Seller Privileged Communications” has the meaning set forth in Section 7.17(g).

“Seller Tax Matter” has the meaning set forth in Section 5.6(f).

“Software” means any and all (a) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code, (b) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise, (c) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons and (d) all documentation including user manuals and other training documentation related to any of the foregoing.

“Software Products” means any and all Software owned or purported by the Company to be owned by the Company or exclusively licensed to the Company and currently marketed, licensed, sold, distributed or otherwise made commercially available (including on a SaaS basis) by the Company.

“Stay Bonus Agreements” means, collectively the: (i) Stay Bonus Agreement, dated February 7, 2022, by and between the Company and Lyndon Becker; (ii) Stay Bonus Agreement, dated February 8, 2022, by and between the Company and Tim Bernal; (iii) Stay Bonus Agreement, dated February 8, 2022, by and between the Company and Kazuki Yamazaki, (iv) Stay Bonus Agreement, dated February 8, 2022, by and between the Company and Darrell Eidson, and (v) Stay Bonus Agreement, dated March 8, 2022, by and between the Company and Michael Alaniz.

“Straddle Period” means a Tax period that begins before and ends after the Closing Date.

“Straddle Returns” has the meaning set forth in Section 5.6(b).

“Subsidiary” means with respect to any Person, any Person, (a) of which such Person or any other Subsidiary of such Person is a general partner (excluding partnerships, the general

partnership interests of which held by such Person or any Subsidiary of such Person do not have a majority of the voting interests in such partnership), or (b) a majority of the securities or other interests of which having by their terms ordinary voting power to elect a majority of the board of directors or others performing similar functions with respect to such Person is directly or indirectly owned or controlled by such Person or by any one or more of its Subsidiaries, or by such Person and one or more of its Subsidiaries.

“Target Working Capital” means \$900,000.

“Tax” (including “Taxes”) means (i) all taxes, charges, fees, duties, levies or other assessments, however denominated, imposed by any federal, territorial, state, local or foreign government or any agency or political subdivision of any such government, which taxes shall include, without limiting the generality of the foregoing, any income, gross receipts, franchise, withholding, estimated, alternative minimum, add on minimum, sales, use, real or personal property transfer, registration, value added, excise, severance, stamp, occupation, premium, windfall profit, custom, base erosion, duty, real property, personal property, capital stock, intangible, social security, pension, employment, unemployment, disability, payroll, license, employee, wage, withholding, escheat, unclaimed property or other tax, including all interest, penalties and additions to tax with respect to any of the foregoing, whether disputed or not, and (ii) any Liability for the payment of amounts determined by reference to amounts described in clause (i) as a result of being or having been a member of any group of corporations that files, will file, or has filed Tax Returns on a combined, consolidated or unitary basis, as a result of any liability under any Contract (including any Tax sharing Contract), as a result of being a transferee or successor, by Contract, operation of law or otherwise.

“Tax Matter” has the meaning set forth in Section 5.6(f).

“Tax Return” means any report, return (including any information return), election, declaration, document, disclosure, statement, schedule, claim for refund or other information or filing supplied to any Taxing authority or required by a Taxing authority to be supplied or maintained with respect to Taxes, including any amendments thereof or attachments thereto.

“Third Party Claim” has the meaning set forth in Section 6.8(c).

“Top Customers” has the meaning set forth in Section 3.21(a).

“Top Vendors” has the meaning set forth in Section 3.21(b).

“Transaction Documents” means (a) this Agreement, (b) each other agreement, instrument or document attached hereto as an Exhibit, and (c) all other agreements, documents, certificates and instruments to be executed by any Party hereto prior to the Closing, pursuant to, or delivered in connection with, this Agreement.

“Transaction Tax Deductions” means (a) to the extent not limited by Section 280G of the Code, transaction bonuses, change-in-control payments, severance payments, retention payments, or similar payments made to employees or other service providers of the Company, (b) the capitalized financing costs and any other amounts that become deductible as a result of the satisfaction of Indebtedness on the Closing Date (including, but not limited to, deductions arising

out of any payments on or prior to the Closing Date to SpringML, Inc.), (c) the amount of investment banking, financial or other advisor, legal, and accounting fees and expenses and any other Seller Expenses or transaction costs incurred on or before the Closing Date (d) the amount of any compensation resulting from accelerated vesting of restricted stock on or before the Closing held by employees of Company, (e) the amount of any compensation resulting from the exercise or payment for cancellation of employee or other compensatory options on or before the Closing, and (f) the amount of any other items that become deductible on or before the Closing Date, in each case, in connection with the Transactions.

“Transactions” means each of the transactions contemplated in the Transaction Documents.

“Transfer Taxes” has the meaning set forth in Section 7.9(b).

“Upward Adjustment Amount” has the meaning set forth in Section 1.7(e)

“Union” has the meaning set forth in Section 3.16(f).

“WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988.

“Working Capital Estimate” has the meaning set forth in Section 1.6.

“Working Capital Overage” has the meaning set forth in Section 1.6.

“Working Capital Statement” has the meaning set forth in Section 1.7(b).

“Working Capital Underage” has the meaning set forth in Section 1.6.

[Remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

**BUYER:**

PROPIO LS, LLC

By: Marco Assis  
Name: Marco Assis  
Title: Chief Executive Officer

*[Signatures Continue on Following Page]*

[Signature Page to Equity Purchase Agreement]

**SELLER:**

A&L FOUNDER HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Leslie Storey  
Title: Secretary

DocuSigned by:  
*Leslie Storey*  
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## GUARANTY

Leslie Storey, an individual resident of the State of Delaware (“Guarantor”) and Seller Affiliate, to induce Buyer to enter into the Equity Purchase Agreement to which this Guaranty is attached (as may be hereafter amended, modified, supplemented or waived from time to time in accordance with the terms thereof, the “Agreement”), hereby absolutely, unconditionally and irrevocably guarantees the full and prompt payment and performance when due of any and all of Seller’s obligations, covenants, agreements and other Liabilities under the Agreement (collectively, the “Obligations”). Guarantor acknowledges and agrees that Buyer refuses to enter into the Agreement or to consummate the transactions contemplated therein unless Guarantor executes and delivers this Guaranty and that Guarantor will benefit personally from Buyer entering into the Agreement and consummating such transactions.

Guarantor’s obligation under this Guaranty is independent of any other remedy Buyer may have to enforce the Obligations, and Buyer need not resort to Seller or pursue any remedy against Seller before seeking payment or performance of the Obligations by Guarantor. Guarantor’s obligation will not be affected or impaired by any act or omission of Buyer in connection with the Agreement. No act or thing needs to occur to establish the obligation of Guarantor. No act or thing will in any way discharge Guarantor from Guarantor’s obligations hereunder, except full payment and performance of all of the Obligations. Guarantor hereby waives any and all defenses and discharges available to a guarantor or accommodation co-obligor in such capacity and hereby waives any and all defenses, claims, setoffs and discharges of Seller or any other Person obligated to pay or perform any of the Obligations, except the defense of discharge by payment and performance in full. If any payment received by Buyer from Seller or any other Person is thereafter set aside or returned for any reason, the Obligations to which such payment applied will continue to exist and be enforceable against Guarantor as if such payment had never been made. Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation as to any of the Obligations against any Person until all of the Obligations have been fully paid and performed. Guarantor will pay all costs incurred by Buyer, including reasonable attorneys’ fees and expenses, in connection with the enforcement of this Guaranty.

Each capitalized term used, but not defined, in this Guaranty will have the meaning given thereto in the Agreement. This Guaranty will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Guarantor has executed this Guaranty, effective as of the date of the Agreement.

DocuSigned by:  
*Leslie Storey*  
78D9538E7F5F4C9

\_\_\_\_\_  
Leslie Storey

## GUARANTY

Andre Mon Belle, an individual resident of Puerto Rico ("Guarantor") and Seller Affiliate, to induce Buyer to enter into the Equity Purchase Agreement to which this Guaranty is attached (as may be hereafter amended, modified, supplemented or waived from time to time in accordance with the terms thereof, the "Agreement"), hereby absolutely, unconditionally and irrevocably guarantees the full and prompt payment and performance when due of any and all of Seller's obligations, covenants, agreements and other Liabilities under the Agreement (collectively, the "Obligations"). Guarantor acknowledges and agrees that Buyer refuses to enter into the Agreement or to consummate the transactions contemplated therein unless Guarantor executes and delivers this Guaranty and that Guarantor will benefit personally from Buyer entering into the Agreement and consummating such transactions.

Guarantor's obligation under this Guaranty is independent of any other remedy Buyer may have to enforce the Obligations, and Buyer need not resort to Seller or pursue any remedy against Seller, before seeking payment or performance of the Obligations by Guarantor. Guarantor's obligation will not be affected or impaired by any act or omission of Buyer in connection with the Agreement. No act or thing needs to occur to establish the obligation of Guarantor. No act or thing will in any way discharge Guarantor from Guarantor's obligations hereunder, except full payment and performance of all of the Obligations. Guarantor hereby waives any and all defenses and discharges available to a guarantor or accommodation co-obligor in such capacity and hereby waives any and all defenses, claims, setoffs and discharges of Seller or any other Person obligated to pay or perform any of the Obligations, except the defense of discharge by payment and performance in full. If any payment received by Buyer from Seller or any other Person is thereafter set aside or returned for any reason, the Obligations to which such payment applied will continue to exist and be enforceable against Guarantor as if such payment had never been made. Guarantor will not exercise or enforce any right of contribution, reimbursement, recourse or subrogation as to any of the Obligations against any Person until all of the Obligations have been fully paid and performed. Guarantor will pay all costs incurred by Buyer, including reasonable attorneys' fees and expenses, in connection with the enforcement of this Guaranty.

Each capitalized term used, but not defined, in this Guaranty will have the meaning given thereto in the Agreement. This Guaranty will be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of law. Guarantor has executed this Guaranty, effective as of the date of the Agreement.

DocuSigned by:  
*Andre Mon Belle*  
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Andre Mon Belle

**Exhibit A**

Escrow Agreement

Attached.

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is entered into as of August 2 2022, by and among Propio LS, LLC, a Delaware limited liability company ("Buyer"), A&L Founder Holdings, Inc., a Delaware corporation ("Seller"), and U.S. Bank National Association, a national banking association, as escrow agent (the "Escrow Agent"). "Transaction Party" means Buyer or Seller. "Party" means Buyer, Seller or the Escrow Agent. Section 12 contains certain interpretations and constructions. Section 20 contains the meanings of certain capitalized terms used herein.

### Recitals

- A. This Agreement is entered into in connection with the Equity Purchase Agreement, dated the date hereof (the "Purchase Agreement"), by and between Buyer and Seller.
- B. To secure certain obligations of Seller with respect to the Purchase Agreement upon and subject to the terms of the Purchase Agreement and this Agreement, Buyer and Seller agreed to establish the Escrow Account.
- C. The Escrow Agent initially holds hereunder the total amount of \$500,000 (such amount being the "Escrow Amount" and the escrow account that holds the Escrow Amount and Earnings thereon being the "Escrow Account").

### Agreement

In consideration of the foregoing and the covenants and agreements in this Agreement, each Party hereby agrees as follows:

1. **Appointment of Escrow Agent.** Each Transaction Party appoints the Escrow Agent to serve as escrow agent pursuant to the terms hereof. The Escrow Agent accepts such appointment and agrees to hold the Escrow Account on behalf of the applicable Transaction Parties pursuant to the terms hereof and to disburse the Escrow Account pursuant to the terms hereof. Notwithstanding anything to the contrary in this Agreement (including Exhibit A), the Escrow Agent will not have any interest in the Escrow Account and is only serving with possession thereof and the Escrow Agent has no title thereto (Exhibit A not being binding for such purpose).

2. **Allocations, Investments and Earnings.**

(a) **Allocation of Escrow Account.** The Escrow Amount is deposited into the Escrow Account on behalf of Seller and Buyer, as stated herein.

(b) **Disbursements.** The Escrow Agent will make any disbursement contemplated herein from the Escrow Account to Seller or to Buyer as Seller and Buyer may direct in Joint Written Instructions or as a court of competent jurisdiction may direct as contemplated herein.

(c) **Investments.** Except as the Transaction Parties may from time to time otherwise instruct the Escrow Agent by Joint Written Instructions, all portions of the Escrow Account that have not then been disbursed will be invested as described in Exhibit A. Each Transaction Party acknowledges and agrees that: (1) it has read and that it understands Exhibit A; (2) the Escrow Agent is not providing investment supervision, recommendations or advice; (3) subject to the terms hereof, the Transaction Parties have full power to mutually direct investments of the Escrow Account and mutually change such mutual direction at any time; (4) the Escrow Agent may make such investments through its own investment department or that of its Affiliates; (5) the Escrow Agent is authorized to liquidate, under its customary procedures, any investment of the Escrow Account to make any disbursement hereunder; and (6) the Escrow Agent has no liability for any Loss that results from any investment or sale of investment pursuant to this Agreement, except for any such Loss to the extent proximately caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any of its Affiliates or agents (except that, in all cases

hereunder, the Escrow Agent will have no liability if such Loss arises out of or results from the Escrow Agent acting pursuant to the express instructions in any Joint Written Instructions).

(d) **Escrow Earnings.** The Escrow Account may include interest and other earnings and income earned thereon ("Earnings"). Any uninvested funds will not earn Earnings. Notwithstanding any term herein (including Section 6), all Earnings with respect to the Escrow Account belong to Seller, for all purposes (including tax purposes), and no Earnings with respect to the Escrow Account will be disbursed to Buyer. Within 15 days after the end of each calendar quarter, the Escrow Agent will (1) give to Seller quarterly statements of all Earnings on the Escrow Account and (2) disburse to Seller all Earnings earned through the end of such quarter with respect to the Escrow Account.

(e) **Certain Tax Matters.** No later than 10 Business Days after the date hereof, Buyer and Seller will give to the Escrow Agent certified tax identification numbers by furnishing appropriate IRS Forms W-9 or W-8 and such other forms and documents that the Escrow Agent may reasonably request, including a copy of such Transaction Party's charter documents (if applicable). Seller agrees that if such tax reporting documentation is not provided to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code of 1986 to withhold a portion of the Earnings or principal belonging to Seller. The Parties agree that, for federal and state income tax purposes, Seller will report all Earnings as Seller's income in the taxable year or years in which such Earnings are properly includable and pay or cause to be paid any taxes attributable thereto.

3. **Disbursement of Escrow Amount.** Each Transaction Party will give to the Escrow Agent Joint Written Instructions to cause the proper disbursement of all amounts held in the Escrow Account in accordance with the terms of this Agreement and the Purchase Agreement (including within the timeframes contemplated in the Purchase Agreement, including in Section 1.7 of the Purchase Agreement with respect to the Escrow Amount). The Escrow Agent promptly will act pursuant to such Joint Written Instructions.

4. **Court Orders and Other Circumstances.**

(1) **Request for Joint Instructions.** Subject to Section 4(d)(2) or 4(d)(3), if the Escrow Agent is at any time uncertain as to what action it must take hereunder, then the Escrow Agent may notify each Transaction Party thereof and thereafter act only pursuant to Joint Written Instructions.

(2) **Disbursements and Other Matters Under Court Order.** In addition to any other action contemplated herein, the Escrow Agent will make disbursements from the applicable portion of the Escrow Account to a Transaction Party pursuant to, or will take any other action relating to this Agreement pursuant to, any court order that is accompanied by a written legal opinion by outside legal counsel to the Escrow Agent, or to the Person purportedly eligible to receive such disbursement, to the effect that such court order is final and non-appealable and, if applicable, determining that the amount stated therein is owed to such Person pursuant to the Purchase Agreement and this Agreement. The Escrow Agent will act in accordance with such court order without further inquiry (including that the Escrow Agent is entitled to assume that such court has jurisdiction in such matter) thereafter. If any portion of the Escrow Account is at any time attached, garnished or levied upon or under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property is stayed or enjoined by any court order, or in case any order, writ, judgment or decree is made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized to rely upon and comply with any such order, writ, judgment or decree if it receives a written legal opinion by legal counsel selected by it to the effect that such order, writ, judgment or decree is binding upon it without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any Transaction Party or to any other Person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated. The Escrow Agent will

provide the Transaction Parties with written notice of any such order, writ, judgment or decree within five Business Days beginning on the date the Escrow Agent first receives such order, writ, judgment or decree.

(3) **Interpleader.** If the Transaction Parties deliver conflicting written instructions to the Escrow Agent, or if the Escrow Agent is otherwise uncertain as to its duties hereunder, then the Escrow Agent may interplead and deposit, with any court of competent jurisdiction, the applicable portion of the applicable Escrow Account it then holds with respect to such conflict and name each Transaction Party in such interpleader action. Upon filing such interpleader action and deposit of the portion of the Escrow Account that is the subject of such conflict, after deduction and payment to Escrow Agent all unsatisfied claims for indemnification, fees, expenses and other amounts due to the Escrow Agent pursuant to this Agreement the Escrow Agent will be relieved of all liability as to such portion of such Escrow Account (other than a liability proximately caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any of its Affiliates or agents) and will be entitled to recover from the Transaction Parties its reasonable Losses (allocated between the Transaction Parties as stated in Section 10) incurred in commencing and maintaining such action as described herein.

5. **Duties and Powers of the Escrow Agent.** The Escrow Agent will not be liable for any action taken or omitted by it in good faith except in the case of the fraud, gross negligence or willful misconduct of the Escrow Agent or any of its Affiliates or agents. The Escrow Agent: (a) will not be required to invest any funds except as directed herein; (b) may act in reliance upon any Joint Written Instructions (including not only as to its due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein) or signature believed by it to be genuine; (c) may conclusively assume that the Person purporting to make any statement or execute any document in connection herewith is duly authorized to do so; (d) will be obligated only to perform the duties stated herein, which are ministerial in nature, and under no circumstance will be deemed to be a fiduciary to any Transaction Party nor any other Person; (e) will neither be responsible for, nor chargeable with, knowledge of the terms of any other document other than this Agreement; (f) will not be liable, directly or indirectly, for any incidental, indirect, punitive, special or consequential loss or damage (including lost profits), even if the Escrow Agent has been advised of the possibility of such damage, and regardless of form of action; (g) may, for any security held hereunder, use the services of any United States central securities depository, including The Depository Trust Company or the Federal Reserve Book Entry System; (h) will not be called upon to risk or advance its own funds in the performance of its duties or the exercise of its rights hereunder; and (i) may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving any Party hereto and shall incur no liability in acting in good faith in accordance with the opinion or instruction of such legal counsel.

6. **Indemnity.** Each Transaction Party, jointly and severally, will indemnify the Escrow Agent from and against each and every Loss of the Escrow Agent, to the extent proximately caused by any action, claim or proceeding brought against the Escrow Agent arising out of or relating to this Agreement, any transaction to which this Agreement relates or the Escrow Agent's enforcement of its rights under this Section 6, but excluding any Loss proximately caused by the fraud, gross negligence or willful misconduct of the Escrow Agent or any of its Affiliates or agents. This Section will survive the Escrow Agent's resignation or removal and this Agreement's termination. "Loss" means any actual liability, loss, cost or expense (including reasonable attorneys' fees and expenses) or damage. Without limiting the foregoing, Buyer and Seller hereby agree as between the Transaction Parties that Buyer and Seller shall each be responsible for 50% of any fees, expenses or indemnification payments required to be paid to the Escrow Agent pursuant to this Section 5, and any non-paying Transaction Party shall reimburse the other

Transaction Party for the amount of any such deductions made from funds which would have otherwise been distributed to the other Transaction Party out of the Escrow Account.

7. **Resignation and Removal of the Escrow Agent.** The Escrow Agent (and any successor escrow agent) may at any time (a) resign by giving written notice to each Transaction Party or (b) be removed by Joint Written Instructions, in each case with such notice being given at least 30 days before the effective date of such resignation or removal (as applicable). Such resignation or removal will not (1) affect any right or remedy any Party may have or (2) be effective until delivery of the Escrow Account to the successor escrow agent jointly designated by the Transaction Parties in writing or to any court of competent jurisdiction. The retiring Escrow Agent shall pay all remaining portions of the Escrow Account to the successor escrow agent. If the Escrow Agent has not received such a designation of a successor within 30 days after such notice of resignation or removal (as applicable), then the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment by such a court will be binding upon the Transaction Parties. After any retiring Escrow Agent's resignation, the provisions of this Agreement will inure to its benefit as to any actions taken or omitted to be taken by it while it was Escrow Agent under this Agreement. Any corporation or association into which Escrow Agent may be merged or converted or with which it may be consolidated, or any corporation or association to which all or substantially all of the escrow business of Escrow Agent's corporate trust line of business may be transferred, will be the Escrow Agent under this Agreement without further act.

8. **Escrow Agent's Fee.** The Escrow Agent's fee hereunder is a one-time flat fee of \$2,500 (which includes all fees and costs for the various actions of the Escrow Agent hereunder, including wire transfers and other routine administrative matters) payable on the date hereof. In addition, the Escrow Agent, shall be entitled to reimbursement for out of pocket expenses associated with performance of non-routine duties, including but not limited to reasonable fees and expenses of legal counsel, accountants and other agents, non-standard tax preparation, reporting and filing, publications, and filing fees. The Escrow Agent shall also be entitled to payment for extraordinary services of an unusual nature that are not provided for in this Agreement. All fees payable under this Section are the joint and several obligations of each Transaction Party; provided however that if the Escrow Agent performs non-routine services at the request of only one of the Transaction Parties, such requesting Transaction Party shall be solely responsible for the payment of related fees. Notwithstanding the foregoing, the Escrow Agent may, in the Escrow Agent's sole discretion, demand payment in advance from such Transaction Party before incurring such out of pocket expenses or performing such extraordinary services. Additionally, if any invoice for the one-time fee or agreed upon out of pocket expenses or extraordinary services are not paid by any Transaction Party, the Escrow Agent may in its discretion withhold distribution of funds under this Agreement to such Transaction Party with an outstanding invoice until the applicable invoice is paid.

9. **Expenses and Other Amounts.** Without limiting the joint and several nature of their obligations under Section 8, except as otherwise provided in Section 8, Seller and Buyer agree, solely as between themselves, that each will pay one-half of any amount owed to the Escrow Agent under Sections 6 or 8.

10. **Notices.** All notices or other communications required or permitted to be given hereunder will be in writing and will be (a) delivered by hand, (b) sent by United States registered or certified mail or (c) sent by nationally recognized overnight delivery service for next Business Day delivery, in each case as follows:

(1) if to Seller, to:

A&L Founder Holdings, Inc.  
Andre Mon Belle  
954 Ponce de Leon, #205  
San Juan, Puerto Rico 00907  
Email: andre@monbelle.com

and to:

A&L Founder Holdings, Inc.  
Leslie Storey  
2408 NE 27th Avenue  
Portland, OR 97212  
Email: lesss68@outlook.com

with a copy to (which shall not constitute notice):

Jeffer Mangels Butler & Mitchell LLP  
1900 Avenue of the Stars, 7<sup>th</sup> Floor  
Los Angeles, CA 90067  
Attention: Michael N. Steuch  
Email: MSteuch@JMBM.com

(2) if to Buyer, to:

Propio LS, LLC  
10801 Mastin St. #580  
Overland Park, KS 66210  
Attention: Christopher Pesce  
Email: cpesce@propio-ls.com

with a copy to (which shall not constitute notice):

Faegre Drinker Biddle & Reath LLP  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, Minnesota 55402  
Attention: Mark Pihlstrom  
Email:  
Mark.Pihlstrom@faegredrinker.com

(3) if to the Escrow Agent, to:

U.S. Bank National Association  
60 Livingston Avenue  
EP-MN-WS3C  
St. Paul, Minnesota 55107  
Attention: Thomas S. Maple III  
Email: tom.maple1@usbank.com

with a copy to (which shall not constitute notice):

U.S. Bank National Association  
Trust Finance Management  
60 Livingston Avenue  
EP-MN-WS3T  
St. Paul, Minnesota 55107  
Email: melanie.xiong@usbank.com  
tfmcorporateescrowshared@usbank.com

Such notices or communications will be deemed given (A) if so delivered by hand, when delivered, (B) if so sent by mail, three Business Days after mailing, (C) if so sent by overnight delivery service, one Business Day after delivery to such service, or (D) if so sent by email, which will be effective only when the recipient, by return email or notice delivered by other method provided in this Section, acknowledges having received that email (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section). Buyer, Seller or the Escrow Agent may change its address to which such notices and other communications are to be given by giving each other Party notice in the foregoing manner. Escrow Agent shall not have any duty to confirm that the person sending any notice by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion

require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic notice. Transaction Parties agree to assume all risks arising out of the use of electronic signatures and electronic methods to submit instructions and directions to Escrow Agent, including without limitation the risk of Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

11. **Further Assurances.** If after the date hereof any further action is necessary, proper or desirable to carry out any purpose of this Agreement, then each Party other than the Escrow Agent will take such further action (including the execution and delivery of further documents) as the other Party reasonably requests to carry out such purpose. The foregoing will be at the expense of such requesting Party, except to the extent such requesting Party is entitled to indemnification therefor under this Agreement or the Purchase Agreement or to the extent this Agreement or the Purchase Agreement otherwise allocates such expense to any other Party.

12. **Interpretation; Construction.** In this Agreement:

(a) the headings are for convenience of reference only and will not affect the meaning or interpretation of this Agreement;

(b) the words "herein," "hereunder," "hereby" and similar words refer to this Agreement as a whole (and not to the particular sentence, paragraph or Section where they appear);

(c) terms used in the plural include the singular, and vice versa, unless the context clearly requires otherwise;

(d) unless expressly stated herein to the contrary, reference to any document means such document as amended or modified in accordance with the terms thereof;

(e) unless expressly stated herein to the contrary, reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, including any rule or regulation promulgated thereunder;

(f) the words "including," "include" and variations thereof are deemed to be followed by the words "without limitation";

(g) "or" is used in the sense of "and/or"; "any" is used in the sense of "any or all"; and "with respect to" any item includes the concept "of," "under" or "regarding" such item or any similar relationship regarding such item;

(h) unless expressly stated herein to the contrary, reference to a document, including this Agreement, will be deemed to also refer to each annex, addendum, exhibit, schedule or other similar attachment thereto;

(i) unless expressly stated herein to the contrary, reference to a Section or Exhibit is to a section or exhibit, respectively, of this Agreement;

(j) all dollar amounts are expressed in United States dollars and will be paid in cash (unless expressly stated herein to the contrary);

(k) when calculating a period of time, the day that is the initial reference day in calculating such period will be excluded and, if the last day of such period is not a Business Day, such period will end on the next day that is a Business Day;

(l) with respect to all dates and time periods in or referred to in this Agreement, time is of the essence;

(m) the phrase “the date hereof” means the date of this Agreement, as stated in the first paragraph hereof; and

(n) the Parties participated jointly in the negotiation and drafting of this Agreement and the documents relating hereto, and each Party was (or had ample opportunity to be) represented by legal counsel in connection with this Agreement and such other documents and each Party and, if applicable, each Party’s counsel has reviewed and revised (or had ample opportunity to review and revise) this Agreement and such other documents; therefore, if an ambiguity or question of intent or interpretation arises, then this Agreement and such other documents will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any of the terms hereof or thereof.

13. **Parties in Interest; No Third Party Beneficiaries.** There is no third party beneficiary hereof and nothing in this Agreement will or is intended to confer any right or remedy under or by reason of this Agreement on any Person (including any Other Indemnified Person), except for each Party and their respective permitted successors and assigns.

14. **Governing Law.** This Agreement will be construed and enforced in accordance with the substantive laws of the State of Delaware without reference to principles of conflicts of law.

15. **Jurisdiction, Venue and Waiver of Jury Trial.** EACH PARTY HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURT OF CHANCERY IN THE STATE OF DELAWARE (OR, IF SUCH COURT LACKS JURISDICTION, THE FEDERAL COURT SITTING IN THE STATE OF DELAWARE) IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND TO THE RESPECTIVE COURT TO WHICH AN APPEAL OF THE DECISIONS OF ANY SUCH COURT MAY BE TAKEN, AND EACH PARTY AGREES NOT TO COMMENCE, OR COOPERATE IN OR ENCOURAGE THE COMMENCEMENT OF, ANY SUCH PROCEEDING, EXCEPT IN SUCH A COURT. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT IT MAY DO SO, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE THEREIN OF SUCH A PROCEEDING. EACH PARTY HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF A COPY OF THE SUMMONS AND COMPLAINT, AND ANY OTHER PROCESS WITH RESPECT TO ANY SUCH PROCEEDING THAT MAY BE SERVED IN ANY SUCH PROCEEDING BY ANY METHOD PROVIDED BY APPLICABLE LAW. EACH PARTY HEREBY AGREES THAT A FINAL JUDGMENT IN ANY SUCH PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN ANY JURISDICTION BY SUIT ON THE JUDGMENT OR BY ANY OTHER MANNER PROVIDED BY APPLICABLE LAW. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY SUCH PROCEEDING.

16. **Entire Agreement; Amendment; Waiver.** Other than the Purchase Agreement (but which controls the Transaction Parties only), this Agreement, including its Exhibits, constitutes the entire agreement among the Parties pertaining to the subject matter herein and supersedes any prior representations, warranties, covenants, agreements and understandings of the Parties regarding such subject matter. No supplement, modification or amendment hereof will be binding unless expressed as such and executed in writing by each Party affected thereby (except as contemplated in Section 19). Except to the extent as may otherwise be stated herein, no waiver of any term hereof will be binding unless expressed as such in a document executed by the Party making such waiver. No waiver of any term hereof will be a waiver of any other term hereof, whether or not similar, nor will any such waiver be a continuing waiver beyond its stated terms. Except to the extent as may otherwise be stated herein,

failure to enforce strict compliance with any term hereof will not be a waiver of, or estoppel with respect to, any existing or subsequent failure to comply.

17. **Assignment; Binding Effect.** Neither this Agreement nor any right or obligation hereunder will be assigned, delegated or otherwise transferred (by operation of law or otherwise) by any Party without the prior written consent of each other Party, except that Buyer will have the right to assign or otherwise transfer this Agreement or any right hereunder or delegate any obligation hereunder to any of its Affiliates, and no such assignment, delegation or transfer will relieve the assigning, delegating or transferring Party of any obligation hereunder. This Agreement will be binding on and inure to the benefit of the respective permitted successors and assigns of the Parties. Any purported assignment, delegation or other transfer not permitted by this Section is void.

18. **Severability; Blue-Pencil.** The terms of this Agreement will, where possible, be interpreted and enforced so as to sustain their legality and enforceability, read as if they cover only the specific situation to which they are being applied and enforced to the fullest extent permissible under Applicable Law. If any term of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then all other terms of this Agreement will nevertheless remain in full force and effect, and such term automatically will be amended so that it is valid, legal and enforceable to the maximum extent permitted by Applicable Law, but as close to the Parties' original intent as is permissible.

19. **Counterparts; Electronic Signatures.** This Agreement and any Joint Written Instructions may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. The Parties agree that the electronic signature of a Party to this Agreement shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Agreement. The Parties agree that any electronically signed document (including this Agreement) shall be deemed (a) to be "written" or "in writing," (b) to have been signed and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or "printouts," if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the Parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. No Party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule, on the sole basis of them being electronically signed, or as not satisfying the business records exception to the hearsay rule. For purposes hereof, "*electronic signature*" means a manually-signed original signature that is then transmitted by electronic means; "*transmitted by electronic means*" means sent in the form of a facsimile or sent via the internet as a "pdf" (portable document format) or other replicating image attached to an e-mail message; and, "*electronically signed document*" means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

20. **Certain Definitions.** "**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person. For purposes of this definition, "control," "controlled by" and "under common control with," as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise. "**Applicable Law**" means any applicable federal, state, provincial, local, municipal, foreign, international, multinational or administrative order, constitution, ordinance, principle of common law, rule, regulation, law, statute or treaty (in each case as amended, modified, codified, replaced or reenacted, in whole or in part, and as in effect from time to time, including rules and regulations promulgated thereunder). "**Business Day**" means any day, other than a Saturday or Sunday and other than a day that banks in the State of Delaware are generally authorized or required by Applicable Law to be closed. "**Joint Written Instructions**" means written instructions delivered to the Escrow Agent that have been executed by authorized signers (as provided in **Section 23** below) of

both Transaction Parties, which instructions may include instructions for a disbursement from the Escrow Account. “Other Indemnified Person” means, for any Person, such Person’s Affiliates and each of such Person’s and each of such Affiliate’s stockholders (direct or indirect), officers, directors, partners (direct or indirect), members (direct or indirect), governors, managers and permitted successors and assigns. “Person” means any individual, partnership, corporation, limited liability company, association, joint stock company, trustee or trust, joint venture, unincorporated organization or any other business entity or association or any government authority.

21. **Brokerage Confirmations.** The Transaction Parties acknowledge that to the extent regulations of the Comptroller of Currency or other applicable regulatory entity grant a right to receive brokerage confirmations of security transactions of the Escrow Account, the Transaction Parties waive receipt of such confirmations, to the extent permitted by Applicable Law. The Escrow Agent will furnish a statement of security transactions on its regular monthly reports. This language eliminates the need to send investment confirmations each time a trade is executed in an Escrow Account, and also eliminates the need for a separate letter from the Parties waiving this requirement.

22. **Important Information For Opening An Escrow Account.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each Person who opens an account. For non-individual persons such as a business entity, a charity, a trust or other legal entity, the Escrow Agent requires documentation to verify its formation and existence as a legal entity. The Escrow Agent may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The Transaction Parties agree to provide any additional information reasonably requested by the Escrow Agent in connection with any legislation or regulation to which the Escrow Agent is subject, in a timely manner. The Escrow Agent’s appointment and acceptance of its duties under this Agreement is contingent upon verification of all regulatory requirements applicable to Buyer, Seller and any of their permitted assigns, including successful completion of a final background check. These conditions include, without limitation, requirements under the USA Patriot Act, the USA FREEDOM Act, the Bank Secrecy Act, and the U.S. Department of the Treasury Office of Foreign Assets Control. If these conditions are not met, the Escrow Agent may at its option promptly terminate this Agreement in whole or in part, and refuse any otherwise permitted assignment by Buyer or Seller, without any liability or incurring any additional costs.

23. **Authorized Signers.** Concurrently with the execution of this Agreement and from time to time at the request of any Party, the Transaction Parties will deliver to the Escrow Agent authorized signers’ lists in the form of Exhibit B-1 and Exhibit B-2 to this Agreement.

24. **Publicity.** No Party will (a) use any other Party’s proprietary indicia, trademarks, service marks, trade names, logos, symbols, or brand names, or (b) otherwise refer to or identify any other Party in advertising, publicity releases, or promotional or marketing publications, or correspondence to third parties without, in each case, securing the prior written consent of such other Party.

\* \* \* \* \*

IN WITNESS WHEREOF, each Party has executed and delivered this Escrow Agreement effective as of the date first written above.

PROPIO LS, LLC

A&L FOUNDER HOLDINGS, INC.

By: \_\_\_\_\_  
Name: Marco Assis  
Its: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Name: Thomas S. Maple III  
Title: Vice President

*[Signature Page to Escrow Agreement]*

**INVESTMENTS  
U.S. BANK NATIONAL ASSOCIATION**

**Investment Authorization Form  
U.S. BANK MONEY MARKET DEPOSIT ACCOUNT  
Description and Terms**

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association (“U.S. Bank”) interest-bearing money market deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered by customer deposit amount.

The owner of the account is U.S. Bank as agent for its Corporate Trust customers. U.S. Bank’s Corporate Trust Services Escrow Group performs all account deposits and withdrawals. Deposit accounts are FDIC insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

**U.S. BANK IS NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR FINANCIAL ADVISOR.**

**Automatic Authorization**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. The customer(s) confirm that the U.S. Bank Money Market Deposit Account is a permitted investment under the operative documents and this authorization is the permanent direction for investment of the moneys until notified in writing of alternate instructions.

**Exhibit B-1 to Escrow Agreement**

**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signature(s) shown below are the specimen signature(s) of the individual(s) who have been designated as authorized representative(s) of Seller and, acting singly, are authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit B-1 is attached, on behalf of Seller (which may be updated from time to time as contemplated herein).

**Name / Title**

**Specimen Signature**

[  
Name  
Title  
Phone Number

\_\_\_\_\_  
Signature

[  
Name  
Title  
Phone Number

\_\_\_\_\_  
Signature

[  
Name  
Title  
Phone Number

\_\_\_\_\_  
Signature

**Exhibit B-2 to Escrow Agreement**

**CERTIFICATE AS TO AUTHORIZED SIGNATURES**

The specimen signature(s) shown below are the specimen signature(s) of the individual(s) who have been designated as authorized representative(s) of Buyer and, acting singly, are authorized to initiate and approve transactions of all types for the Escrow Account established under the Escrow Agreement to which this Exhibit B-2 is attached, on behalf of Buyer (which may be updated from time to time as contemplated herein).

**Name / Title**

**Specimen Signature**

Marco Antonio de Assis Pinto Filho  
Name  
Chief Executive Officer  
Title  
913-324-5311  
Phone Number

\_\_\_\_\_  
Signature

[\_\_\_\_\_] Name  
[\_\_\_\_\_] Title  
[\_\_\_\_\_] Phone Number

\_\_\_\_\_  
Signature

[\_\_\_\_\_] Name  
[\_\_\_\_\_] Title  
[\_\_\_\_\_] Phone Number

\_\_\_\_\_  
Signature

## Exhibit B

### Net Working Capital Methodology

		<u>As of 6/30/22</u>
<b>Current assets</b>		
Cash		196,270
(+ ) Accounts receivable, net		1,870,111
(+ ) Prepaids & other current assets		2,544,718
<hr/>		
<b>= Total current assets</b>		<b>4,611,099</b>
<b>Current liabilities</b>		
Accounts payable		1,786,362
(+ ) Credit cards		243,129
(+ ) Other current liabilities		714,679
<hr/>		
<b>= Total current liabilities</b>		<b>2,744,170</b>
<b>Total Current Assets</b>		<b>4,611,099</b>
<b>(-) Total Current Liabilities</b>		<b>(2,744,170)</b>
<b>= Net working capital, as reported</b>		<b>1,866,929</b>
<b><u>Definitional Adjustments</u></b>		<b><u>Corresponding Balance Sheet Line Item</u></b>
(-) Cash		Cash (196,270)
(-) Undeposited funds		Prepaids & other current assets (4,703)
(-) Olympic credit liability		Other current liabilities 0
<b><u>Adjustments</u></b>		<b><u>Corresponding Balance Sheet Line Item</u></b>
(-) Deferred tax assets		Prepaids & other current assets (103,722)
(-) Tax liabilities		Other current liabilities 181,151
(-) Accrued PTO		Other current liabilities 113,087
(-) CARES Act tax deferral		Other current liabilities 44,351
(-) Andre credit card		Credit cards 1,603
(-) Capitalized software		Prepaids & other current assets 0
(-) Accrued expenses		Other current liabilities (73,636)
(-) Accrued operating taxes		Other current liabilities (88,840)
<hr/>		
<b>= Total adjustments to working capital</b>		<b>(126,979)</b>
<b>Net working capital, as reported</b>		<b>1,866,929</b>
<b>(-) Total adjustments to working capital</b>		<b>(126,979)</b>
<b>= Adjusted net working capital</b>		<b>1,739,950</b>

**Exhibit C**

**Certain Eligible Customers**

**Attached.**

27J Schools  
2axend  
911 Center  
A Woman's Choice  
A Woman's View  
Aalfa Family Clinic  
Absolute Therapy Solutions  
Addison Central Supervisory District  
ADMT Solutions  
Adriance Consulting  
Adriatic Womens Clinic  
Adult foster care of the north shore  
Advanced Menstrual Care Center  
Affinity Home Care  
Aging and Disability Support Services  
Albemarle County Public School  
Allegheny County Department of Human Services  
Allergy Associates of NH  
Alliance Physical Therapy Partners  
Allstar Hospice Inc  
Alpha Surgical Center  
America Renal Center  
Amy Rogge Associates  
Apex Family Healthcare  
AQTS - Access Quality Therapy Services  
Asclepius Health Care  
Ashtabula County Board of Developmental Disabilities  
Assisteo Home Health  
Associated Urologists of North Carolina, PA  
Atlantic Health  
Austin Independent School District  
Avenue Academy School  
Avidity Home Health  
Ayuda  
Background Investigations, Inc  
Baltimore City Public Schools  
Bank Five  
Batesville PD  
Bay State Physical Therapy  
Bay State PT  
Bellville Medical Center  
BISMARCK PARKS AND RECREATION DISTRICT  
Bismark Public Schools  
Breder, Inc  
Brevard School District  
Bridge Mind Body  
Bridgemoore Transitional Care

Bridgewater  
Brimfield Police Department  
Bristol Public Schools  
Brockport EDU  
Bronx Lebanon hospital center  
Broward County  
Burke County DSS  
Burke Primary Care  
Burnet County Sheriff's Office and Jail  
Calhoun County Sheriff's Office  
Camden County DHHS  
Can Tho University  
Capital Area BOCES  
CareLink  
Careplus Hospice Services, Inc  
Carewell Home Health  
CCI Home Care  
CCOG - Women's Health Center  
Central Dermatology Center  
Champions for Children  
Chattanooga Prep  
Cherokee County Health Dept  
Child Haven  
Children First Learning Services  
Citizens Property Insurance Corporation  
City of Burlington  
City of Fort Collins  
City of Irvine  
City of Redwood City  
City of Stanfield Courts  
City of West Sacramento  
Clerks Office  
Coastal Medical  
Cobb County 911  
Community Action Association of Somerville  
Community College of Aurora  
Compass Home Health  
Comprehensive Pharmacy Services  
Con-Rex  
Copart  
Copley-Fairlawn City Schools  
Core Business Resources  
County of Kane  
CPa Medical Billing, LLC  
Crestwood Behavioral Health  
Dakota County Minnesota  
Dellalamb Office

DHHA  
Disability Rights Advocates  
Disability Rights Oregon  
DOT House Health  
Dr. Rx Pharmacy  
Dr. Tjan Internal and Family Medicine  
Driver Check  
Drug Mart Pharmacy  
Durango Schools  
Durant County 911  
Durham Nephrology Associates  
Durham Regional Police  
East Portland Neurology  
EF Recovery  
Elgin Courts  
Elite Care Home Health Agency  
Elocin Psychiatry  
Eloy Fire District  
Emanuel County 911  
Emerald Home Health  
Epic Property Management  
EVERY Health  
Eye Clinic  
Family Centered Services of Alaska  
Family Health Partnership Clinic  
Fayette County Georgia 911  
Fellowship Health Resources  
Firefly Health  
First Horizon  
Floyd County E-911  
Forest Hill Family Health Associates, P.A.  
Four Seasons Dermatology  
Franklin Joint School District  
Freedom Health Partners, LLC  
Frontier Charter School  
FSED and Hospital Organization  
Full Life Care  
Fusion Foods  
Gates County HHS  
GBX  
gemsotec  
Girls on the Run  
Gladstone Family Dentistry  
GlassHess Law  
Gouverneur Central School District  
GPPC  
Grace Healthcare Services

Grady Memorial Hospital  
Graffeo Chiropractic Clinic  
Graham County  
Gresham Pediatrics  
Gulf County 911  
HALO  
Harrisburg Court House  
Haywood  
Health IQ  
Health Reach Wyoming  
HealthCare Consultlink  
HealthSparq  
HealthView, PLLC  
Healthy Living Health Clinic  
Healthy Minds LLC  
Heartbeat Health  
Heuvelton Central School District  
Hi 5 Access  
HITECH Compliance Associates  
HMC  
HMEA  
Holyoke Public Schools  
Home Dialysis Center  
Home Oxygen Company  
Home Visit Nurse Company  
Horizon's Family Support Program  
Hospice of the Plains  
Hub Cities Consortium  
Huron County Emergency Services  
HW Family Law  
Hyattsville Police Dept  
IGOE Administrative Services  
Imagine Schools  
Immune Deficiency Foundation  
Indian Health Service  
Indian Stream Health Center  
Infectious Diseases Associates, PLLC  
Innova Solutions  
International Effectiveness Centers  
Invision Eye Care  
Invo Health  
IPR Healthcare System  
Jefferson Academy Elementary  
Jefferson County Dept of Health  
Jeffery Hill Law  
Jersey City Board of Education  
JFS Home Care (Jewish Family Services)

Juniata County School District  
Kan Healthcare Agency  
Kartini Clinic  
Kenosha USD  
Kentmere Rehabilitation and Healthcare Center  
Kenton Schools  
Kids First Raleigh  
King County Sheriff's Office  
Kleinert Kutz and Associates Hand Care Center  
Kush Desai Foundation  
Lake County 911  
Lamirault Consulting  
Landmark Health  
Lane Powell PC  
Laradon  
Law Office of Jennie Feldman  
Law Office of Larry A. Matthys PC  
Lawrenceville Police Dept  
LCSW Therapy  
Lebanon County Housing Authority  
Lee County Schools  
Liberty Regional  
Library of Congress Health Services office  
Lincoln County Public Health  
Lincoln Park Manor Home Health  
Logan Mingo Area Mental Health  
Louisa Foods  
Lutheran Home Home Health  
Lynchburg City Schools  
Lyxx Care  
Mabel Wadsworth  
Mackinac County Road Commission  
Madison County 911  
Maitri Compassionate Care  
Manassas Police and 911  
Manhattan Star Academy  
Marquis Company  
Mascoma Bank  
Massachusetts Dept of Elementary and Secondary Education  
Matthew Walker Health Center  
Medical Clinic  
MedImpact  
Medlock Group  
Mercy Medical Center  
Meridian Health Services  
Methodist Medical Group (Methodist Health Systems)

Metro HomeShare  
Metro Nashville School  
Metro Vein Centers  
Metropolitan Family Care  
Miami Professionalss  
Middlemore County  
Midgard Management  
Minneapolis Clinic of Neurology  
Mobile Health  
Mobile Primary  
Monroe City Court  
Montgomery County Government  
Montshire Pediatric Dentistry  
Moonshot  
Mountain View Hospital  
MS Visa Law  
MSUF Credit Union  
Murray County E 9-1-1  
My CCI Group  
Nan McKay & Assoc  
National Care Advisors  
National Institute of Health  
Nephrology Associates of York, PC  
New Avenue Pediatrics, LLC  
New Progressions, LLC  
NKADD  
non-profit SouthEast Effective Development  
North Carolina Community Health Care Association  
North Mountain Clinic  
Northwest Minimally Invasive Surgery, LLC  
Novacare Home Health  
NRTC  
NW Renal Clinics  
NYS Office of General Services  
Ocean County 911  
Ochin  
OK State University  
Oldendorf Medical  
OOIDA Trucking  
OpenDoor Health Care Services  
Opex  
Oregon Dept. of Human Services  
Oregon Employment Department  
Orlando Utilities  
OSS Health  
Outercap Health Services  
PA Association of Community Health Centers

Pacific Sun Belt Mortgage  
Paideia Schools  
Parent's Promise  
Parkland Hospital  
Physician 360  
Pines Health  
Planned Parenthood Keystone  
Pregrine Relocations, LLC  
PriMer Healthcare  
Priority Dispatch  
Priority One  
Progressive Community Health Centers, Inc  
Providence Community Health Centers  
Providrs Care  
Provincial Health Authority  
Putnam County 911  
R and L rehab services  
RCOE  
Real Smart Contact  
Red River Women's Clinic  
Redmond Speech  
Regional Home Care  
Rehab at Homecare Health Services  
Reliance HMO, Inc  
Renaissance Center of Mastery  
Republica Havas  
Retina of Coastal Carolina  
Rich Therapy  
Riverside Police Department  
Ro Health  
Rocky Mtn Ed Consulting  
Round Rock Eye Care  
Salem Free Clinics  
Salina  
Salisbury Pediatrics Assoc  
San Diego Podiatry Group  
Sanford Pediatrics, P.A.  
Santa Rosa County Sheriff's Office  
SCARS Center  
Scranton Primary Health Care Center  
Senior Citizens Home Health Care, Inc  
September Gold Travel  
Serenity Hospice  
Shandy Clinic  
ShelterCare  
Sierra Family and Child Services  
Sionyx

Sleep Cycle Center  
Sleep Easy Anesthesia, LLC  
Small Ambulatory Clinic  
Small Crisis Center  
Smitherman Naturopathic  
So. Brevard Women's Center  
Social Services Association of Ridgewood and Vicinity  
Somerset County Schools  
SOS Bone Docs  
SouthStar Urgent Care  
Southwest Alabama Behavioral Health  
Southwest Community Health Center  
Southwest Counseling Solutions  
Southwest Florida Home Care, Inc  
Special Needs Integrity  
Stayton Pharmacy  
Super Athlete Supplements  
Synergen Rx  
TEHC Healthcare  
Telecommunications  
Tenet Healthcare  
Tennessee Language Center (University of Tennessee)  
The Bronx Freedom Fund  
The City and County of Denver  
The Hospice Group  
The Physician & Midwife Collaborative Practice  
Thundermist Health  
TMC Police Department  
TMJ and Sleep Solutions of Alabama  
Town of Chapel Hill  
TradInter  
Traverse Care Center  
Treatment Trends  
Tribeca Pediatrics  
Tri-County Community Action Agency  
Trillium Health  
TruCare UC  
Tualatin Internal Medicine  
Tulsa Public Schools  
United Way 211 Center in WI  
University of Tennessee  
UNT Health Science Center  
UpLift  
Urgent Care-A-Van  
Urology Center  
USDA RFI  
VA Boston Healthcare System

Velocity Ridershare  
Verizon RFQ  
Veterans are people 2 LLC Home care Agency  
Victory Clinical Services  
VIP High School  
Vista Del Mar  
Wake County, NC  
Wake Forest Pediatrics  
Wellpath  
Weymouth Public Schools - Health Services  
Wild line LLC  
Williamson Gynecology  
WNED | WBFO  
Woodcreek Healthcare  
Xcel Energy  
Yardi

**Exhibit D**

**R&W Insurance Policy Binder**

**Attached.**



August 2, 2022

To: Thomas Bonfiglio  
Cobbs Allen Capital, LLC  
115 Office Park Drive, Suite 200  
Birmingham, AL 25223

Re: Binder for Primary Buyer-Side Representations and Warranties Insurance for Project Champs

Dear Thomas,

DUAL Transactional Risk, a division of DUAL Commercial LLC, is pleased to offer the attached conditional binder for the Propio LS, LLC. The commission payable for this placement is 15%.

Please contact our team with any issues with the conditional binder. Thank you for placing your business with DUAL Transactional Risk.

Sincerely,

Doris Baxley  
Assistant Vice President  
DUAL Transactional Risk, a division of Dual Commercial LLC  
[dbaxley@dualcommercial.com](mailto:dbaxley@dualcommercial.com)



Date: August 2, 2022

Master Policy #: TRA090654

All capitalized terms used but not defined in this Binder Agreement (along with the Exhibits attached hereto) (the "Binder") shall have the respective meanings assigned to them in the Draft Policy (as defined below).

<p><b>1. Named Insured</b></p>	<p>Propio LS, LLC  c/o Propio Language Services  10801 Mastin St. #580  Overland Park, KS 66210  Email: cpesce@Propio-LS.com  Attention: Christopher Pesce, CFO</p>																								
<p><b>2. Additional Insureds</b></p>	<p>Buyer Indemnified Parties, other than the Named Insured.   Collectively, the Named Insured, the Additional Insureds, and their respective successors and permitted assigns are referred to herein as the "Insureds".</p>																								
<p><b>3. Coverage Type</b></p>	<p>Primary Buyer-Side Representations and Warranties Insurance for Loss in excess of the Retention, subject to the terms and conditions of the policy attached hereto as <u>Exhibit A</u> (the "<u>Draft Policy</u>").</p>																								
<p><b>4. Insurers</b></p>	<table border="1"> <thead> <tr> <th data-bbox="451 1244 633 1330">Insurer</th> <th data-bbox="641 1244 862 1330">Policy Number</th> <th data-bbox="870 1244 1036 1330">Quota Share Percentage</th> <th data-bbox="1044 1244 1243 1330">Quota Share Limit of Liability</th> <th data-bbox="1252 1244 1398 1330">Premium</th> </tr> </thead> <tbody> <tr> <td data-bbox="451 1336 633 1474">Columbia Casualty Company ("CNA")</td> <td data-bbox="641 1336 862 1474">711271341</td> <td data-bbox="870 1336 1036 1474">63.5%</td> <td data-bbox="1044 1336 1243 1474">\$4,762,500</td> <td data-bbox="1252 1336 1398 1474">\$171,450</td> </tr> <tr> <td data-bbox="451 1481 633 1651">Palms Insurance Company, Limited ("Palms")</td> <td data-bbox="641 1481 862 1651">NPPLTLAA0160-0722</td> <td data-bbox="870 1481 1036 1651">20.6%</td> <td data-bbox="1044 1481 1243 1651">\$1,545,000</td> <td data-bbox="1252 1481 1398 1651">\$55,620</td> </tr> <tr> <td data-bbox="451 1657 633 1815">Old Republic Union Insurance Company ("ORU")</td> <td data-bbox="641 1657 862 1815">DOR0160-0722</td> <td data-bbox="870 1657 1036 1815">15.9%</td> <td data-bbox="1044 1657 1243 1815">\$1,192,500</td> <td data-bbox="1252 1657 1398 1815">\$42,930</td> </tr> </tbody> </table>	Insurer	Policy Number	Quota Share Percentage	Quota Share Limit of Liability	Premium	Columbia Casualty Company ("CNA")	711271341	63.5%	\$4,762,500	\$171,450	Palms Insurance Company, Limited ("Palms")	NPPLTLAA0160-0722	20.6%	\$1,545,000	\$55,620	Old Republic Union Insurance Company ("ORU")	DOR0160-0722	15.9%	\$1,192,500	\$42,930				
Insurer	Policy Number	Quota Share Percentage	Quota Share Limit of Liability	Premium																					
Columbia Casualty Company ("CNA")	711271341	63.5%	\$4,762,500	\$171,450																					
Palms Insurance Company, Limited ("Palms")	NPPLTLAA0160-0722	20.6%	\$1,545,000	\$55,620																					
Old Republic Union Insurance Company ("ORU")	DOR0160-0722	15.9%	\$1,192,500	\$42,930																					

	The obligations of each Insurer in this Item 4 are limited to its Quota Share Percentage of Loss up to its Quota Share Limit of Liability. Unless otherwise specified in the Policy, Insurer means all "Insurers" in this Item 4.								
5. Policy Term	From 12:01 a.m. on August 2, 2022 (" <u>Inception</u> ") until 11:59 p.m. on August 2, 2025 (the " <u>Expiration Date</u> "); <u>provided that</u> the Expiration Date with respect to the Fundamental Representations and the Pre-Closing Tax Indemnity shall be 11:59 p.m. on August 2, 2028. (All local time of the Named Insured as set forth in Item 1.)								
6. Limit of Liability	\$7,500,000, in the aggregate.								
7. Retention	\$500,000, in the aggregate (the " <u>Initial Retention</u> ").  Subject to <u>Section III.B(iii)</u> of the Draft Policy, to the extent that the then-remaining Initial Retention is greater than \$250,000 in the aggregate on the one-year anniversary of the Closing Date (the " <u>Retention Dropdown Date</u> "), then the Initial Retention shall be reduced to \$250,000								
8. Premium	<table border="0"> <tr> <td>Non-Terrorism Portion:</td> <td>\$270,000</td> </tr> <tr> <td>Terrorism Portion:</td> <td>\$0</td> </tr> <tr> <td colspan="2"><hr/></td> </tr> <tr> <td>Premium:</td> <td>\$270,000</td> </tr> </table> <p>The Premium is exclusive of any applicable surplus lines, self-procurement or premium tax and any other applicable excise or other tax, fee or surcharge. It is the Insureds' responsibility to pay any such applicable amount. The Premium is non-refundable. For the avoidance of doubt, the Insureds are not responsible for the payment of any taxes or other amounts that are imposed on or determined by reference to income of the Insurer or the Insurance Broker or are imposed in lieu of an income tax.</p>	Non-Terrorism Portion:	\$270,000	Terrorism Portion:	\$0	<hr/>		Premium:	\$270,000
Non-Terrorism Portion:	\$270,000								
Terrorism Portion:	\$0								
<hr/>									
Premium:	\$270,000								
9. Commission	The Premium is inclusive of a 15% brokerage commission payable by the Insurers to the Insurance Broker.								
10. Acquisition Agreement	EQUITY PURCHASE AGREEMENT, dated as of August 2, 2022, by and between Propio LS, LLC, a Delaware limited liability company, and A&L Founder Holdings, Inc., a Delaware corporation.								
11. Insurance Broker	Cobbs Allen Capital, LLC 115 Office Park Drive, Suite 200 Birmingham, AL 25223								
12. Underwriting Representative	DUAL Transactional Risk, a division of DUAL Commercial LLC								
13. Termination	Unless accepted by the Insured, this Binder expires 30 calendar days from the date above.								
14. Conditions	Issuance of the final, executed buyer-side representations and warranties policy contemplated by this Binder and the Draft Policy (the "Policy") shall be subject to the								

	<p>satisfaction (or waiver by the Underwriting Representative) of the following conditions:</p> <ul style="list-style-type: none"> <li>a) Within 30 days after the Closing Date, the Underwriting Representative shall have received the full amount of the Premium in accordance with the wire transfer instructions set forth in the invoice attached as <u>Exhibit B</u>.</li> <li>b) Within 60 days after the Closing Date, the Underwriting Representative shall have received copies of (i) the final, executed Acquisition Agreement (and any amendments thereto) and (ii) the closing deliveries exchanged pursuant to the Acquisition Agreement.</li> <li>c) Within 60 days after the Closing Date, the Underwriting Representative shall have received a USB drive or DVD/CD-ROM containing, to the Name Insured's Actual Knowledge, a complete copy of the data room maintained by the Seller in connection with the transaction. The USB drive/DVD/CD-ROM package should be marked with project name and sent to Michael Ellis, 107 Muscovy Way, Maryville, TN 37801. Any encryption password related to the USB Drive/DVD/CD-ROM can be provided by email to mellis@dualcommercial.com.</li> <li>d) Within 10 days after the Closing Date, the Underwriting Representative shall have received the Underwriting Fee of \$45,000 in accordance with the wire transfer instructions set forth in the underwriting fee invoice issued by the Underwriting Representative.</li> <li>e) Neither the Insureds nor any of their respective Affiliates shall have (i) amended, supplemented or rescinded the Acquisition Agreement (or entered into any agreement or arrangement which would have such an effect), (ii) given any consent or waiver thereunder, or (iii) granted any authority to take any actions in the clauses (i) or (ii) above, in each case, without the prior written consent (not to be unreasonably conditioned, delayed or withheld) of the Underwriting Representative if such amendment, supplement, rescission, agreement, arrangement, consent, waiver or grant would reasonably be expected to prejudice the Insurer or its rights or liabilities under the Binder or the Draft Policy. The Insurer shall have the burden of proving the existence of any prejudice asserted hereunder.</li> <li>f) On or immediately before the date of this Binder, the Underwriting Representative shall have received the No Claims Declaration, executed by an authorized representative of the Named Insured as of Inception, in the form attached as <u>Exhibit D</u> to the Draft Policy.</li> <li>g) Prior to Policy issuance, the Underwriting Representative shall have received an executed copy of the Surplus Lines Form, attached as <u>Exhibit C</u>.</li> </ul> <p>Issuance of the Policy shall be deemed to be confirmation by the Underwriting Representative that the foregoing conditions have been satisfied or waived. Following issuance of the Policy, the Policy shall be the exclusive document for determining coverage of Losses thereunder.</p>
<p><b>15. Failure of Conditions</b></p>	<p>If any conditions set forth in Section 14 above are not satisfied when required to be satisfied pursuant to its terms, the Underwriting Representative shall be entitled to terminate this Binder by providing ten (10) days prior written notice to the Named</p>

	<p>Insured (but only with respect to any unsatisfied conditions that have not been cured during such prior notice period).</p> <p>If this Binder is terminated (a "<u>Termination Event</u>"), then this Binder shall be <i>void ab initio</i> and have no force or effect and the Underwriting Representative shall have no obligation or liability thereunder.</p> <p>The Underwriting Representative shall be entitled to receive an amount equal to ten (10) percent of the Premium (the "<u>Termination Fee</u>") if a Termination Event occurs. Within fifteen (15) days of the Termination Event (but in no event more than sixty (60) days), the Named Insured shall tender the Termination Fee to the Underwriting Representative pursuant to the wire transfer instructions attached as <u>Exhibit B</u>. If a Termination Event occurs after the payment of the full amount of the Premium, the Underwriting Representative shall pay the amount of the Premium in excess of the Termination Fee to the Named Insured within fifteen (15) days of the Termination Event by wire transfer in accordance with the wire transfer instructions provided by the Named Insured to the Insurance Broker.</p>
<b>16. Authorization</b>	As set forth, <i>mutatis mutandis</i> , in Section IX.A. of the Draft Policy.
<b>17. Governing Law; Judicial Proceeding or Arbitration</b>	As set forth, <i>mutatis mutandis</i> , in Section X. of the Draft Policy.
<b>18. Confidentiality</b>	As set forth, <i>mutatis mutandis</i> , in Section XI.J. of the Draft Policy.
<b>19. Consent to Approved Firm</b>	As set forth, <i>mutatis mutandis</i> , in Section VI.D. of the Draft Policy.
<b>20. Assignment</b>	As set forth, <i>mutatis mutandis</i> , in Section XI.D. of the Draft Policy.
<b>21. Amendments</b>	This Binder may not be amended, altered or modified except by written consent of the parties hereto.
<b>22. Entire Agreement</b>	This Binder constitutes the entire agreement and understanding concerning the subject matters of this Binder and supersedes the terms and conditions of any prior written or oral discussions, agreements, or communications between the Underwriting Representative, the Insurer and the Insureds and their respective affiliates concerning the subject matter of this Binder.
<b>23. Counterparts</b>	This Binder may be executed and delivered by the parties hereto in counterparts, each of which when executed shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same agreement.
<b>24. Effectiveness of Agreement</b>	Notwithstanding anything to the contrary herein, including the Underwriting Representative's signature below, if this Binder is not signed by the Named Insured and returned to the Underwriting Representative on the date hereof, then the offer provided in this Binder shall automatically terminate and expire, whereupon this Binder shall be <i>void ab initio</i> and have no force or effect, and neither the Underwriting Representative nor the Insurer shall have any obligation or liability thereunder.



*[Signature page follows]*



**IN WITNESS WHEREOF**, the parties have caused this Binder to be duly executed as of the date first mentioned above.

DUAL Transactional Risk, a division of DUAL  
Commercial LLC

By: \_\_\_\_\_  
Name:  
Title:

Propio LS, LLC

By: \_\_\_\_\_  
Name:  
Title:



EXHIBIT A  
**DRAFT POLICY**

EXHIBIT B

INVOICE

<b>Bill To</b>	Cobbs Allen Capital, LLC 115 Office Park Drive, Suite 200 Birmingham, AL 25223
<b>Recipient</b>	DUAL Commercial LLC 110 Wall Street- Suite 6010 New York, NY 10005
<b>Description</b>	Premium in connection with Buyer-Side Representations and Warranties Insurance Policy for Project Champs
<b>Billing</b>	Premium Amount: \$270,000 Commission Percentage: 15% Commission Amount: \$40,500 Amount Due: \$229,500 Taxes & Fees: All surplus lines, self-procurement or premium tax and any other applicable excise or other tax, fee or surcharge payable in connection with the placement of the policy are payable by the Named Insured and are in addition to the premium set out above
<b>Premium Due Date</b>	As per terms set forth in Section 14 (Conditions) of the Binder dated August 2, 2022
<b>Wire Transfer Information</b>	Bank Name: Bank of America Bank Address: 100 West 33rd Street, New York, NY 10001 Account Name: Dual Commercial LLC ABA #: 026009593 Account Number: 009505244845

EXHIBIT C

**SURPLUS LINES FORM**

Re: Named Insured: Propio LS, LLC  
Master Policy Number: TRA090654

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**The Surplus Lines Tax and/or insurance contract fees will be paid or caused to be paid by my office for this insurance contract in accordance with the appropriate state regulations.**

Agency Name: \_\_\_\_\_

Surplus Lines License No. & Expiration Date: \_\_\_\_\_

Individual Agent Name: \_\_\_\_\_

Surplus Lines License No. & Expiration Date: \_\_\_\_\_

Agency Address: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of Licensed Resident Surplus Lines Broker)

State to which the Payment of Surplus Lines Tax will be made: \_\_\_\_\_

If you will not be reporting 100 percent of the premium pertaining to this surplus lines policy to the state in which the policy is issued, please complete the following:

State(s) to which surplus lines tax will be paid: \_\_\_\_\_

Percentage of premium which will be reported to each state: \_\_\_\_\_

Method of Reporting:

I will submit the surplus lines tax and report relative to my authority as a nonresident surplus lines licensee.

The services of a courtesy filer will be utilized to submit the surplus lines tax and report.

The courtesy filer is \_\_\_\_\_

The Insured will file a direct placement of the surplus lines tax and report.

**Schedule 1.3(a)**

**Paid Indebtedness**

<b>Debt-Like Items</b>	
Washington B&O taxes	\$129,289
Accrued PTO	\$113,087
Deferred payroll taxes	\$44,351
Deferred rent	\$37,210
Andre credit card	\$1,603
<b>Total Indebtedness</b>	<b>\$325,540</b>

**Schedule 1.3(e)**

**Seller Accounts**

Wells Fargo bank (Portland, OR)  
6th & Morrison: 635 SW 6th Ave Portland, OR, 97204  
ABA #  
Account Name:  
Account Number:  
Beneficiary Address:

**Schedule 1.5(a)(iv)**

Consents

None.

**Schedule 1.5(a)(v)**

**Resignation Parties**

Leslie Storey

Andre Mon Belle

**Schedule 1.5(a)(ix)**

**Employment Agreement Parties**

Kazuki Yamazaki

Lyndon Beckner

Tim Bernal

**Schedule 5.10**

**Consents**

WP Engine [notice]  
Kaiser [consent]

## Schedule 6.2(h)

### Specific Indemnities

1. Tax liability arising from or related to the reclassification of compensation paid by the Company to the Owners as distributions of earnings and profits (i.e., dividends).
2. Liability arising from or related to the disallowance of any income Tax deductions for payments made to or personal expenses paid on behalf of the Owners.
3. Liability associated with or arising from failure to comply with US or international data privacy obligations, solely to the extent that such Liability relates to the Company's operations prior to Closing. For purposes of clarity, there shall be no indemnity for any Liability for the Company's failure to comply with US or international data privacy obligations after the Closing. If a particular Liability relates to a failure to comply both before and after Closing, there shall be an equitable allocation of the amount of such Liability relating to periods before and after the Closing (for example, based on the time period covered by a third party claim resulting in such Liability).
4. Loss or liability stemming from or related to the misclassification as exempt of certain employees working as Call Center Supervisors, On Site Interpreter Recruiting, Proposal Administrator or Special Projects Manager, solely to the extent that such Liability relates to the Company's operations prior to Closing. For purposes of clarity, there shall be no indemnity for any Liability for any Company misclassification relating to any period after the Closing. If a particular Liability relates to a misclassification both before and after Closing, there shall be an equitable allocation of the amount of such Liability relating to periods before and after the Closing (for example, based on the time period covered by a third party claim resulting in such Liability).
5. Liability arising from or related to the misclassification of any individual or entity providing services to the Company as an independent contractor in the States of California or New York, solely to the extent that such Liability relates to the Company's operations prior to Closing. For purposes of clarity, there shall be no indemnity for any Liability for any Company misclassification relating to any period after the Closing. If a particular Liability arises from a misclassification both before and after Closing, there shall be an equitable allocation of the amount of such Liability relating to periods before and after the Closing (for example, based on the time period covered by a third party claim resulting in such Liability).

**AMENDED AND RESTATED OPERATING AGREEMENT  
OF  
TELELANGUAGE LLC**

**August 2, 2022**

This Amended and Restated Operating Agreement (this “Agreement”) of Telelanguage LLC is entered into by Propio LS, LLC, a Delaware limited liability company (the “Member”).

The Company was converted from an Oregon corporation to a Delaware limited liability company under the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the “Act”), on July 29, 2022 and has been operating under that certain Operating Agreement, dated July 29, 2022 (the “Original Agreement”).

The Member, by execution of this Agreement, hereby agrees to amend and restate the Original Agreement in its entirety as follows:

1. Name. The name of the limited liability company is Telelanguage LLC (the “Company”).

2. Certificates. Leslie Storey as an authorized person within the meaning of the Act, executed, delivered, and filed the Certificate of Formation with the Secretary of State of the State of Delaware on July 29, 2022 (the “Certificate of Formation”). Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, Leslie Storey’s powers as an authorized person ceased and the Member is now designated as an authorized person within the meaning of the Act. The Member or an Officer shall execute, deliver and file any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business.

3. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

4. Powers. In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company and guaranty any indebtedness of any person, including without limitation, indebtedness of the Member and any such guaranteed indebtedness may be secured by any of the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with the Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities related to the foregoing as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

5. Principal Business Office. The principal business office of the Company shall be at a location determined by the Member.

6. Registered Agent and Office. The Company's registered agent and office in

Delaware shall be as set forth in the Certificate of Formation. At any time, the Member may designate another registered agent or registered office.

7. Member. The name and the mailing address of the Member is set forth on Schedule A hereto.

8. Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member shall not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company.

9. Capital Contributions. The Member has made an initial capital contribution to the Company in an amount agreed upon by the Member.

10. Additional Contributions. The Member is not required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company with the written consent of the Member.

11. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

12. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to any Member on account of its interest in the Company if such distribution would violate §18-607 of the Act or other applicable law.

13. Management. In accordance with §18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. The Member has the authority to bind the Company.

14. Officers. The Member may, from time to time as it deems advisable, appoint officers of the Company (the "Officers") and assign in writing titles (including, without limitation, Chief Executive Officer, President, Vice President, Secretary, Chief Financial Officer, and Treasurer) to any such person. Unless the Member decides otherwise, if the title is one commonly used for officers of a business corporation formed under the Delaware General Corporation Law, the assignment of such title shall constitute the delegation to such person of the authorities and duties that are normally associated with that office. Any delegation pursuant to this Section 14 may be revoked at any time by the Member. The current Officers are listed on Schedule B attached hereto. The Member may revise Schedule B in its sole discretion at any time.

15. Other Business. The Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others. The Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

16. Exculpation and Indemnification. No Member or Officer shall be liable to the Company, or any other person or entity who has an interest in the Company, for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that a Member or Officer shall be liable for any such loss, damage or claim incurred by reason of such Member's or Officer's willful misconduct. To the fullest extent permitted by applicable law, a Member or Officer shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member or Officer by reason of any act or omission performed or omitted by such Member or Officer in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Member or Officer by this Agreement, except that no Member or Officer shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Member or Officer by reason of willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 16 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

17. Assignments. A Member may assign in whole or in part its limited liability company interest with the written consent of the Member. If a Member transfers all of its interest in the Company pursuant to this Section, the transferee shall be admitted to the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company.

18. Resignation. A Member may resign from the Company with the written consent of the Member. If a Member is permitted to resign pursuant to this Section, an additional member shall be admitted to the Company, subject to Section 19, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

19. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

20. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member, (ii) the retirement,

resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution under §18-802 of the Act.

b. The bankruptcy of the Member will not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in §18-804 of the Act.

21. Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

22. Entire Agreement. This Agreement constitutes the entire agreement of the Member with respect to the subject matter hereof.

23. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict-of-laws principles).

24. Amendments. This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by the Member.

25. Pledge of Membership Interests. Any provision to the contrary contained in this Agreement, the Certificate of Formation or any agreement to which the Company is a party or otherwise bound notwithstanding, the interests (for purposes hereof, "interests" shall be deemed to be inclusive of "limited liability company interests" under the Act) issued hereunder or covered hereby and all associated rights and powers may be pledged or assigned to any lender or lenders (or an agent therefor) as collateral for the indebtedness, liabilities and obligations of the Company and/or any of its subsidiaries or affiliates to such lender or lenders, and any such pledged or assigned interests and all associated rights and powers shall be subject to such lender's or lenders' rights under any collateral documentation governing or pertaining to such pledge or assignment. The pledge or assignment of such interests shall not, except as otherwise may result due to an exercise of rights and remedies under such collateral documentation, cause a Member to cease to be a Member or to have the power to exercise any rights or powers of a Member and, except as provided in such collateral documentation, such lender or lenders shall not have any liability solely as a result of such pledge or assignment. Without limiting the generality of the foregoing, the right of such lender or lenders (or an agent therefor) to enforce and exercise their rights and remedies under such collateral

documentation hereby is acknowledged by the Member and any such action taken in accordance therewith shall be valid and effective for all purposes under this Agreement and the Certificate of Formation (in each case, regardless of any restrictions or procedures otherwise herein or therein contained) and applicable law (including the Act), and any assignment, sale or other disposition of the interests by such lender or lenders (or an agent therefor) pursuant to any such collateral documentation in connection with the exercise of any such lender's or lenders' rights and powers shall be valid and effective for all purposes, including, without limitation, under Sections 18-702 and 18-704 and any other applicable section of the Act, this Agreement, the Certificate of Formation and other applicable law, to transfer all right, title and interest (and rights and powers) of the Member to itself or themselves, any other lender or any other person or entity, including a nominee, an agent or a purchaser at a foreclosure (each an "Assignee") in accordance with such collateral documentation and applicable law (including, without limitation, the rights and powers to participate in the management of the business and the business affairs of the Company, to replace, appoint, direct and substitute any manager of the Company, if applicable, to vote as a "member", to amend and restate this Agreement, to access information and review the Company's books and records, to compel dissolution, to share profits and losses, to receive, cause and declare distributions, and to receive allocation of income, gain, loss, deduction, credit or similar items, and all other economic, control and "member status" rights) and such Assignee shall automatically (without further requirements, including under Section 17 hereof) be a Member of the Company with all rights and powers of a Member (and, if applicable and elected, of the manager) and as a "member" under the Act. No such assignment, sale or other disposition shall constitute an event of dissolution or withdrawal under Section 20 or any other provision hereunder or otherwise. Further, no lender or any such Assignee shall be liable for the obligations of any Member assignor to make contributions. The Member approves all of the foregoing and the Member agrees that no further approval, consent, notice or other action shall be required for the exercise of any rights or remedies under such collateral documentation (except as may be expressly provided in such collateral documentation).

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement as of the 29<sup>th</sup>  
day of July, 2022.

PROPIO LS, LLC

By: Marco Assis

Name: Marco Assis

Title: Chief Executive Officer

*[Signature Page to Amended and Restated Operating Agreement of Telcelanguage LLC]*

## Schedule A

### Member

Propio LS, LLC  
10801 Mastin Boulevard, Suite 580  
Overland Park, Kansas 66210

### Percentage Interest

100%

**Schedule B**

Name

Title

Marco Assis

Chief Executive Officer

Christopher Pesce

Chief Financial Officer

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") is entered into as of August 2, 2022, by and between A&L Founder Holdings, Inc., a Delaware corporation ("Assignor"), and Propio LS, LLC, a Delaware limited liability company ("Assignee").

### RECITALS

- A. Assignor owns 100% of the issued and outstanding equity interests of Telelanguage LLC, a Delaware limited liability company (the "Company");
- B. Pursuant to that certain Equity Purchase Agreement, dated as of the date hereof, by and between Assignor and Assignee (with such agreement, as may be amended, restated, supplemented or otherwise modified from time to time, being the "Purchase Agreement"), Assignor desires to assign, transfer and sell to Assignee, all of Assignor's equity interest of the Company (collectively, the "Acquired Interests");
- C. This Agreement is being executed and delivered pursuant to Section 1.5(a)(i) of the Purchase Agreement; and
- D. Assignee desires to acquire the Acquired Interests.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Acquired Interests, including all voting, consent and financial rights now or hereafter existing and associated with ownership of the Acquired Interests.
2. Approval. Assignor acknowledges that this assignment of the Acquired Interests has been approved by the Company and its members, such that no further action will be required to effect this assignment after its execution by Assignor and Assignee.
3. Acceptance by Assignee. Assignee hereby (a) accepts the assignment of all of Assignor's right, title and interest in and to the Acquired Interest, and (b) agrees to be bound by all of the terms, covenants, and conditions of this Agreement.
4. Absolute Conveyance. The conveyance of the Acquired Interests hereunder is an absolute transfer to Assignee, free and clear of all liens, restrictions and encumbrances.
5. Continuation of the Company. The parties hereto agree that the assignment of the Acquired Interests shall not dissolve the Company.
6. Further Assurances. Assignor shall promptly execute and deliver to Assignee any additional instrument or other document which Assignee reasonably requests to evidence or better effect the assignment of the Acquired Interests contained herein.

7. Heirs, Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement will be construed and enforced in accordance with the substantive laws of the State of Delaware without reference to principles of conflicts of law.

9. Counterparts. This Agreement may be executed in counterparts (including via .pdf), each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be delivered by facsimile or other electronic means (including via .pdf), and the receiving party may rely on the receipt of such documents so delivered as if the original had been received.

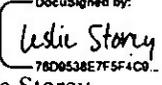
10. Amendments and Modifications. This Agreement may not be modified or amended in any manner other than by a written agreement signed by the party to be charged.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**Assignor:**

A&L Founder Holdings, Inc.,  
a Delaware corporation

By:  \_\_\_\_\_  
Name: Leslie Storey  
Title: Secretary

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

**Assignee:**

Propio LS, LLC

By: Marco Assis

Name: Marco Assis

Title: Chief Executive Officer

*(Limited partnership, Limited liability professional partnership or LLC)*

**Certificate of Authority # 3**

**Limited Partnership or LLC Certification of Authority**

**I, Marco de Assis Pinto Filho, hereby certify that I am the Chief Executive Officer and a member of the ultimate parent entity of Propio LS, LLC a limited liability company under RSA 304-C.**

I certify that I am authorized to bind the partnership or LLC. I certify that Christopher Pesce, Chief Financial Officer, is the Manager of Propio LS, LLC and is authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

**DATED:** 4-20-23

**ATTEST:** Marco de Assis Pinto

Marco de  
Assis Pinto  
Filho, Chief  
Executive  
Officer

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PROPIO LS, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on June 28, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 905165

Certificate Number: 0006142989



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Christensen Group 9855 West 78th Street, Ste 100 Eden Prairie MN 55344		<b>CONTACT NAME:</b> Amanda Kimmerle <b>PHONE (A/C, No, Ext):</b> (952) 653-1000 <b>FAX (A/C, No):</b> (952) 653-1100 <b>E-MAIL ADDRESS:</b> akimmerle@christensengroup.com	
<b>INSURED</b> Propio LS, LLC; Vocalink, LLC; Intelligere, LLC; Propio Holdings, LLC Arch Language Network LLC; LSP Ware, LLC; Teletanguage, LLC 10801 Mastin Blvd Suite 580 Overland Park KS 86210		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Citizen Ins. Co. of America	<b>NAIC #</b> 31534
		<b>INSURER B:</b> Allmerica Financial Benefit	41840
		<b>INSURER C:</b> Mount Vernon Specialty Insurance Company	14420
		<b>INSURER D:</b> Federal Ins Co	20281
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 22/23 LIABILITY      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	ISUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OBXJ052048	06/21/2022	06/21/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOP AGG \$ 4,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			AWXJ052020	06/21/2022	06/21/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			OBXJ052048	06/21/2022	06/21/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	W2XJ052029	06/21/2022	06/21/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
CD	Professional-E&O/Cyber Liab Crime			DPS4002128A/82620445	06/21/2022	06/21/2023	Professional Liab \$5,000,000 Cyber Liab \$5,000,000 Crime/Empl Dishonesty \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Cyber Liability | 5DA3FF0000135-01 | 6/23/2022-6/01/2023 | \$5,000,000 Limit

<b>CERTIFICATE HOLDER</b> New Hampshire Employment Security 45 S Fruit St Concord NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_\_ of \_\_\_\_\_

AGENCY Christensen Group		NAMED INSURED Propio LS, LLC; Vocalink, LLC; Intelligere, LLC; Propio Holdings, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

THIS INSURANCE IS ISSUED PURSUANT TO THE MINNESOTA SURPLUS LINES INSURANCE ACT. THE INSURER IS AN ELIGIBLE SURPLUS LINES INSURER BUT IS NOT OTHERWISE LICENSED BY THE STATE OF MINNESOTA. IN CASE OF INSOLVENCY, PAYMENT OF CLAIMS IS NOT GUARANTEED.



ADMINISTRATIVE OFFICE  
45 SOUTH FRUIT STREET  
CONCORD, NH 03301-4857



GEORGE N. COPADIS, COMMISSIONER  
RICHARD J. LAVERS, DEPUTY COMMISSIONER

June 7, 2021

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

To authorize New Hampshire Employment Security (NHES) to enter into a contract with Teletelligence, Inc. (VC# 173521), Portland, Oregon, in the amount not to exceed \$30,000.00 for telephone interpretation services at NHES offices statewide from July 1, 2021 or the date of Governor and Council approval, whichever is later, through June 30, 2024. 100% Federal funds.

Federal funds are available in the following account(s) for State Fiscal Year 2022, and are anticipated to be available in SFY 2023 and SFY 2024, contingent upon the availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between SFYs through the Budget Office, if needed and justified.

		<u>SFY 2022</u>	<u>SFY 2023</u>	<u>SFY 2024</u>
02-27-27-270010-8040	DEPT OF EMPLOYMENT SECURITY			
230-500765	Interpreters	\$10,000	\$10,000	\$10,000

**EXPLANATION**

NHES is requesting approval of the attached agreement for telephone interpretation services. The contract total of \$30,000.00 is for the period from July 1, 2021 through June 30, 2024.

Competitive proposals were sought for telephone interpretation services at NHES offices statewide. Request for Proposal (RFP) NHES 2021-03 was publicly issued on March 22, 2021 to obtain qualified vendors. The RFP was posted to both the NH Procurement and Support Services and NHES websites. Also, email notice was sent to 33 individuals representing 23 different interpreter organizations.

A total of thirteen (13) proposals were received by the due date of April 21, 2021. The proposer with the highest score was selected. A copy of the detailed proposal scoring sheet is attached.

Respectfully submitted,

George N. Copadis  
Commissioner



**New Hampshire Department of Employment Security  
Scoring Sheet**

**RFP # NHES 2021-03**

Telephone Interpretation Services

Issue Date: March 22, 2021

Due Date: April 21, 2021

	MAXIMUM POINTS	ADASTRA	LANGUAGE LINE SOLUTIONS	VISUAL LANGUAGE PROFESSIONALS	WORLD WIDE INTERPRETERS	TELELANGUAGE	UNITED LANGUAGE GROUP	911 INTERPRETERS	DAYSTATE INTERPRETERS, INC	GLOHO	LANGUAGE BANK	LTC LANGUAGE SOLUTIONS	FOUR CORNERS TRANSLATION LLC	SLUSA
<b>TECHNICAL PROPOSAL</b>	<b>60</b>													
With the following potential maximum scores for each Technical Proposal category:														
1) <i>Relevant Experience and Overall Qualifications.</i>	25	16	24	8	12	25	15	21	9	23	20	21	11	21
2) <i>Vendor team, Staffing and Ability to meet RFP Requirements.</i>	20	14	17	3	3	20	3	13	8	19	16	4	8	5
3) <i>References from clients for whom interpreter services have been performed, with an additional 5 points reserved for public sector client references.</i>	15	15	15	8	12	15	13	15	10	10	15	13	13	15
<b>PRICE PROPOSAL</b>	<b>40</b>	39	24			31		40		35	19			
<b>TOTAL</b>	<b>100</b>	84	80	19	27	91	31	89	27	87	70	38	32	41
<b>RANK</b>		4	5	13	11	1	10	2	12	3	6	8	9	7

**EVALUATION TEAM:**

Erik Bal, Counsel

Sarah Morrissey, Administrator

Jill Revels, Business Administrator

RFP was posted to two state websites and previous proposers were notified.

13 Proposal(s) Submitted

13 Responding Vendor(s)

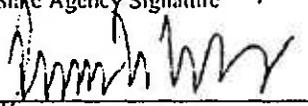
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Employment Security		1.2 State Agency Address 45 South Fruit Street Concord, NH 03301	
1.3 Contractor Name Telanguage Inc.		1.4 Contractor Address 610 SW Broadway, Suite 200 Portland, OR 97205	
1.5 Contractor Phone Number 503-459-5683	1.6 Account Number 10-027-80400000-230-500765	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$30,000.00
1.9 Contracting Officer for State Agency Jill Revels		1.10 State Agency Telephone Number 603-224-3311	
1.11 Contractor Signature  Date: 5-27-21		1.12 Name and Title of Contractor Signatory Tim Bernal, Project Manager	
1.13 State Agency Signature  Date: 5/27/21		1.14 Name and Title of State Agency Signatory George N. Copadis, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By: /s/ Stacie M. Moeser On: June 6, 2021			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TB  
 Date 5/27/21

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

## 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for, payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**

**1 ADDITIONAL PROVISIONS**

**1.1 Term And Extension**

This Agreement will begin July 1, 2021 or upon Governor and Council approval, whichever is later, and remain in effect until June 30, 2024, unless terminated sooner as provided for in the applicable contract provisions.

**1.2 Contract Documents**

Standard terms and conditions are set forth in the Standard State Contract form, P-37. In the case of any conflict in terms between Exhibit A and the P-37, the provisions of the P-37 form will control.

**1.3 Confidentiality And Criminal Record**

Contractor and each of its employees working on NHES property will be required to sign and submit a **STATEMENT OF CONFIDENTIALITY OF RECORDS FORM** prior to the start of any work under this Agreement. Contractor agrees to maintain the confidentiality of data obtained in the course of its work under this Agreement and to comply with all federal and state laws regarding the confidentiality of such information. It should be understood, without any reservation, that unless you have been specifically authorized to release confidential information by NHES you are prohibited from doing so. All requests for information should be referred to NHES. To reveal information made confidential by statute, will immediately place your contract in jeopardy and also make likely criminal prosecution as provided for in RSA 282-A:121. The Contractor has represented that its administrative staff and interpreter staff undergo NH criminal background checks as part of the hiring process.

**1.4 Insurance**

Contractor will furnish a Certificate of Insurance as evidence of the existence of Comprehensive General Liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per claim and \$2,000,000 per incident. Contractor agrees to maintain Workers' Compensation and employer's liability insurance for all Contractor employees engaged in the performance of the Agreement and provided updated certificates for such coverage.

**1.5 Sub-Contracting**

Contractor will not assign, subcontract or otherwise transfer any duty, obligation, or performance required by this Agreement without the prior written consent of NH Employment Security.

**1.6 Vendor Application/Alternate W-9**

In connection with this Contract, the Contractor shall have completed and filed a Vendor Application and Alternate W-9 Form with the New Hampshire Bureau of Purchase and Property.

Contractor Initials TB  
Date 5-27-21

### **1.7 Americans With Disabilities Act**

The undersigned Contractor agrees to comply with all Federal, State and Local ADA rules and regulations.

### **1.8 Non-Discrimination**

In connection with the furnishing of services under the Contract, the Contractor agrees to comply with all laws, regulations, and orders of Federal, State, County or Municipal authority which impose any obligations or duties upon the Contractor, including but not limited to civil rights laws, non-discrimination laws and equal opportunity laws. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, disability, national origin, marital status or veteran status, and will take appropriate steps to prevent such discrimination.

### **1.9 Termination For Convenience**

If Contractor fails to perform services as required, this Agreement may be terminated for cause as provided in the P-37 contract form. Either party may terminate this Agreement for convenience at any time prior to effective date of termination by giving sixty (60) days advance written notice of intent to terminate to the other party.

### **1.10 Certification Regarding Debarment, Suspension And Other Responsibility Matters In Primary Covered Transactions**

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Employment Security of any changes in the status regarding this statement.

### **1.11 Never contract with the enemy**

Pursuant to 2 CFR 183.300, none of the funds received under this contract shall be provided directly or indirectly to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

### **1.12 Prohibition on certain telecommunications and video surveillance services and equipment**

Pursuant to 2 CFR 200.216, none of the funds received under this contract or any extension shall be used to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Contractor Initials TB  
Date 5-27-21

**1.13 Rights to Inventions Made Under a Contract or Agreement (if applicable)**

Contractor agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

**1.14 Clean Air Act and the Federal Water Pollution Control Act (if applicable)**

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**1.15 Byrd Anti-Lobbying Amendment (if applicable)**

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

Contractor Initials TB  
Date 5-27-21

## EXHIBIT B

### 2 SCOPE OF SERVICES

#### 2.1 Overview

NHES administers unemployment benefits, collects the taxes from employers which fund those benefits, and oversees programs assisting unemployed and employed individuals in finding and gaining employment. In its delivery of services, NHES strives to ensure that information about its programs is accessible to individuals with limited English proficiency (LEP) and individuals who are deaf or hard of hearing.

#### 2.2 Deliverables

The scope of services to be provided by Telelanguage, Inc. (the "Contractor") under this Agreement will consist of performing all work, to include providing all labor, materials, tools, equipment and transportation, necessary to provide telephone interpretation services, including VRI-Video Remote Interpreting at its offices statewide. Communications will often involve sensitive and confidential information and must be handled appropriately and professionally.

The Contractor's Technical and Cost Proposal submitted in response to RFP# NHES 2021-03 for Statewide Telephone Interpretation Services is hereby incorporated by reference into this Agreement.

Work under this Agreement will consist of scheduling and providing all work, labor, materials, tools, equipment, and transportation necessary to provide telephone interpretation through any and all phases of an individual's interaction with NHES. Interpreter services will be provided on an as-needed basis, and no minimum amount of work is guaranteed under the Agreement. Telephone interpretation should be conducted accurately and faithfully to convey full meaning of the source language. Interpretations should reflect the style, register and cultural context of the source message without omissions, additions, or embellishments.

In NHES' experience, language interpretation services have been used most frequently to assist individuals applying for unemployment benefits and/or seeking reemployment services and information via the telephone, the NHES website or at one of NHES' twelve (12) full service and two (2) itinerant offices. Interpretation services may be used when claimants require assistance at administrative hearings relating to benefits. Telephone interpretation services may also be used periodically in other phases of interaction, including but not limited to individual and group meetings such as Benefits Rights Interviews (BRIs), investigation interviews, and individual reemployment services and workshops.

Contractor will:

- a. Provide telephonic interpretation (from English to another language or vice versa) including VRI-Video Remote Interpreting for NHES' LEP and deaf and hard of hearing customers in a professional manner.

Contractor Initials TB  
Date 5-27-21

- b. Ensure all interpreters furnished are professionally trained with a verified level of fluency in the specified target language and American Sign Language (ASL), with certification by the National Association of the Deaf-Registry of Interpreters for the Deaf (NAD-RID). The Contractor shall ensure interpretation services are technically correct, culturally proper and meet applicable ethical standards in the field of ASL interpretation in accordance with the NAD-RID Code of Professional Conduct.
- c. Provide telephone interpretation, including VRI-Video Remote Interpreting at NHES facilities in up to twelve (12) full service and two (2) itinerant locations statewide and off-site as needed. See Attachment A for a list of NHES facility locations.
- d. Provide access to 200+ languages and dialects (including less frequently requested languages) and provide a list of the available languages and dialects.
- e. Provide trained and experienced personnel including court certified interpreters qualified to interpret legal proceedings.
- f. Provide a clearly defined and effective pre-connection protocol and a live customer support process in place to facilitate the timely and proper assignment of each language request to a qualified interpreter.
- g. Provide conference call capability.
- h. Provide telephone interpretation services on an as-needed basis. While interpretation services will be needed primarily during NHES office hours, Monday through Friday, between 8:00 a.m. and 4:30 p.m., services must be available twenty-four (24) hours, seven (7) days per week, three hundred sixty-five (365) days per year for special circumstances.
- i. Provide a pin code system or other means to enable staff accessing telephone interpretation services to enter a (9) digit code for each call placed to identify department/section usage. This (9) digit code must be included on the appropriate line of each billing statement sent to NHES for approval and payment.
- j. Invoice on a monthly basis and contain usage in one-minute increments. The monthly itemized invoice will show sufficient detail including but not limited to agency code, code of the individual placing the call, date, time and duration of call, language requested, rate, and total.

Contractor Initials TB  
Date 5-27-21

**EXHIBIT C**

**3 PRICE TERMS**

**3.1 Pricing In Accordance With Proposal**

The Contractor agrees to provide NHES with services as indicated in Exhibit B of this Agreement at prices quoted in the Proposal and as shown below. The Contract is for a term beginning July 1, 2021 or upon Governor and Council approval, whichever is later, and continuing through June 30, 2024. Any request for service through the end of that term is covered in accordance with the terms set forth herein.

Language	Rate per Minute	
		Monday - Friday 8:00AM-4:30PM EST plus Nights, Weekends & Holidays
Spanish	\$	0.63
All others	\$	0.80
ASL via VRI	\$	2.49
Spanish via VRI	\$	0.99
All others via VRI	\$	1.29

Rates are all-inclusive

**Total Contract Cost Not to Exceed: \$30,000.00**

	Year 1	Year 2	Year 3	Total
Estimated Breakdown by Year	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 30,000.00

**3.2 Invoices**

The Contractor will invoice NHES on a monthly basis and must contain sufficient details.

NHES will make payment within thirty (30) days following receipt of approved invoices in accordance with the normal State payment process.

Contractor Initials TB  
Date 5-27-21

Invoice must include the following:

- Agency code;
- Date, time and duration of interpretation;
- Language requested;
- Hourly rate and extensions; and
- Access code information (provided by the individual placing the call).

Invoices should be addressed to:     New Hampshire Employment Security  
  ATTN: Fiscal Management Section  
  45 South Fruit Street  
  Concord, NH 03301

Invoices should be e-mailed to: [accountspayable@nhes.nh.gov](mailto:accountspayable@nhes.nh.gov)

Stevens Amendment: This contract is supported by the Employment and Training Administration (ETA) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$25M, the Veterans Division (VETS) of the U.S. Department of Labor (USDOL) as part of awards totaling approximately \$1M with approximately 45% financed with nongovernmental sources.

Contractor Initials TB  
Date 5-27-21

Attachment A

<b>NH EMPLOYMENT SECURITY LOCAL OFFICES</b>
151 Pleasant Street Berlin, NH 03570-0159
17 Water Street Claremont, NH 03743-2261
45 South Fruit Street Concord, NH 03301-4857
518 White Mountain Highway Conway, NH 03818
149 Emerald Street Keene, NH 03431
426 Union Avenue, Suite 3 Laconia, NH 03246-2894
646 Union Street, Suite 100 Littleton, NH 03561
300 Hanover Street Manchester, NH 03104-4957
6 Townsend West Nashua, NH 03060-3285
2000 Lafayette Road Portsmouth, NH 03801-5673
29 S Broadway Salem, NH 03079-3026
6 Marsh Brook Drive Somersworth, NH 03878-3878
<b>ITINERANT LOCATIONS</b>
118 Main Street Colebrook, NH 03576
248 Highland Street Plymouth, NH 03264

Contractor Initials TB  
Date 5-27-21

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TELELANGUAGE INC is a Oregon Profit Corporation registered to transact business in New Hampshire on May 14, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 794871

Certificate Number: 0005289077



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 12th day of March A.D. 2021.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## Business Information

### Business Details

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Business Name: TELELANGUAGE INC	Business ID: 794871
Business Type: Foreign Profit Corporation	Business Status: Good Standing
Business Creation Date: 05/14/2018	Name in State of Incorporation: TELELANGUAGE INC
Date of Formation in Jurisdiction: 07/01/1991	
Principal Office Address: 514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA	Mailing Address: 514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Citizenship / State of Incorporation: Foreign/Oregon	
	Last Annual Report Year: 2021
	Next Report Year: 2022
Duration: Perpetual	
Business Email: malaniz@telelanguage.net	Phone #: 800-981-7183
Notification Email: agent@bizfilings.com	Fiscal Year End Date: NONE

---

### Principal Purpose

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S.No	NAICS Code	NAICS Subcode
1	Professional, Scientific, and Technical Services	Translation and Interpretation Services

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## Principals Information

Name/Title	Business Address
Andre Lupenko / Director	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Director	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Andre Lupenko / President	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Vice President	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA
Leslie Mon Belle / Secretary	514 SW 6th Avenue, 4th Floor, Portland, OR, 97204, USA

< Previous ... 1 **2** -- Next > Page 1 of 2, records 1 to 5 of 6  Go to Page

## Registered Agent Information

Name: Business Filings Incorporated

Registered Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA  
Address:

## Trade Name Information

No Trade Name(s) associated to this business.

## Trade Name Owned By

No Records to View.

## Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
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No records to view.

[Filing History](#)   [Address History](#)   [View All Other Addresses](#)   [Name History](#)   [Shares](#)

[Businesses Linked to Registered Agent](#)   [Return to Search](#)   [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)  
[\(/online/Home/ContactUS\)](#)

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**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, Michael Alaniz, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
Telelanguage, Inc.. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on April 12, 2021,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Tim Bernal, Account Executive (may list more than one person) is  
*(Name and Title)*

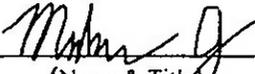
duly authorized to enter into contracts or agreements on behalf of

Telelanguage, Inc. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents  
which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
remains valid for thirty (30) days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

DATED: 5/25/21

ATTEST:   
*(Name & Title)*



TELEINC-01

CLABARON

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: Leonard Adams Insurance, Inc. 5201 SW Westgate Dr #300 Portland, OR 97221	CONTACT NAME:		
	PHONE (A/C, No, Ext): (503) 296-0077	FAX (A/C, No): (503) 296-0044	
INSURED:  Telanguage Inc 610 SW Broadway Suite 200 Portland, OR 97205	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Sentinel Insurance Company		11000
	INSURER B: Hiscox		10200
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR TYPE	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROG WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED EQUIPMENT (Per occurrence)	\$
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/PROP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			52SBAPW5861	3/17/2021	3/17/2022	COMBINED SINGLE LIMIT (Per occurrence)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per occurrence)	\$
							PROPERTY DAMAGE (Per occurrence)	\$
								\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			52SBAPW5861	3/17/2021	3/17/2022	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$
								\$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	
							OTH- ER	
							EL EACH ACCIDENT	\$
							EL DISEASE - EA EMPLOYEE	\$
							EL DISEASE - POLICY LIMIT	\$
B	Professional Liability			MPL1195474.21	3/17/2021	3/17/2022	Aggregate	\$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
All operations of the named Insured subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER:  New Hampshire Employment Security 45 South Fruit Street Concord, NH 03301	CANCELLATION:  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 