

## TERMS AND CONDITIONS OF NETWORK MEMBERSHIP (Terms and Conditions)

### THIS IS A BINDING CONTRACT, PLEASE READ CAREFULLY.

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Below are the terms and conditions of membership and participation in the expert networks of Advantus Global, Inc. (the AGI Networks), which supersede all prior versions of the Terms and Conditions previously in effect between Advantus Global, Inc. and/or its subsidiaries and affiliates (collectively, Advantus Global, AGI or the Company) and you. You agree to be and remain bound by these Terms and Conditions. You also agree that your use of any of AGI's websites is subject to the terms of use referenced on such website, except to the extent that a website's terms conflict with these Terms and Conditions, in which case these Terms and Conditions shall control.

### OVERVIEW

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The AGI Networks are groups of professionals and consultants in various industries and specialties who educate and share insights with financial and business leaders and other organizations and professionals (individually, Client, and collectively, Clients).

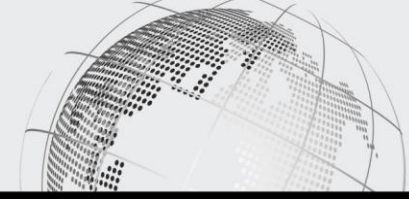
Advantus Global provides opportunities for Network Members to participate in different types of consulting projects (Projects), such as telephone consultations and online surveys.

Network Members who qualify for AGI Member Programs (described below) are eligible to participate in additional types of on-going and in-depth Projects, such as: Consulting on project basis; In-person meetings; Seminars, roundtables, master classes, conferences; Written reports; Expert witness testimony in litigations & disputes; and AGI News analyses.

### No Violation of Rights or Obligations

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All activity relating to your participation in the AGI Networks will be performed by and only by you. You agree that you will not (and will not permit others to) violate any agreement with or rights of any third party or, except as expressly authorized by AGI in writing hereafter, use or disclose at any time your own or any third party's confidential information or intellectual property in connection with your participation in the AGI Networks or otherwise for or on behalf of AGI.



## Relationship of Parties; Independent Contractor

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As a Network Member, you are a non-agent independent contractor of AGI. You acknowledge that you are not an employee, agent, partner or joint venturer of AGI and shall not act on behalf of AGI in any fiduciary capacity nor have any authority to act on behalf of AGI.

## MEMBERSHIP POLICIES

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You may only join the AGI Networks if you are permitted to do so and have obtained all necessary consents or waivers from appropriate parties, and by joining the AGI Networks you represent that you have obtained all such necessary or appropriate consents and waivers. Prior to joining the AGI Networks you must review employment agreements, employee manuals, codes of conduct, consulting agreements and other similar policies and agreements (in each case as applicable) to ensure you are able to participate in the AGI Networks. You should also consider contacting appropriate persons within your organization or the firm(s) you have consulted for to confirm that your participation is permissible and to receive any consents required. It is your responsibility to determine whether it is appropriate for you to join the AGI Networks, and you acknowledged that you may not rely on AGI to make that determination for you.

You agree that you are joining the AGI Networks in your individual capacity and not as a representative of any other company or organization, except as otherwise agreed in writing between such company or organization and AGI.

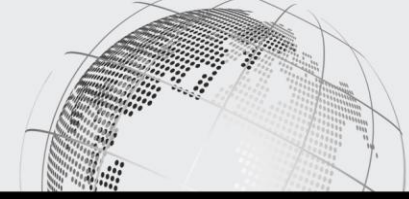
If you cannot comply, or are unsure about your ability to comply with these Terms and Conditions, then you must decline to participate as a Network Member.

## PARTICIPATION IN THE AGI NETWORKS

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At all times during your participation in the AGI Networks, you agree to act in good faith, in a professional and workmanlike manner, to the best of your ability, and in accordance with these Terms and Conditions.

YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY PROJECT THAT WOULD OR COULD RESULT IN A VIOLATION OF APPLICABLE LAW OR YOUR OBLIGATIONS TO THIRD PARTIES, OR THAT PRESENTS OR COULD PRESENT A CONFLICT OF INTEREST.

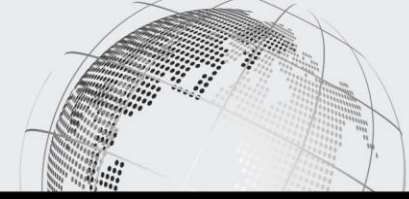


While there may be many limitations on the scope of your participation and subjects you may discuss depending upon your particular circumstances, you specifically agree that at a minimum you shall not do any of the following in any manner while participating in the AGI Networks:

- Participate in any Project if doing so would violate applicable law or any agreement with – or other obligation to – any person, employer, former employer or other entity;
- Discuss or disclose information about any company of which you are an employee or director;
- Disclose material, nonpublic information about a public company;
- Disclose information that you have a duty to keep confidential (e.g., by agreement, employer policy, fiduciary duty, etc.);
- Disclose information that you obtained from any person who expects you to keep it confidential;
- Disclose or use any intellectual property or any trade secrets or other confidential information not owned solely by you;
- Consult for Clients you reasonably believe to be competitors of the company that employs you or on whose board of directors you serve;
- Disclose information that would require a Client or any of its affiliates to restrict its securities trading activities under applicable securities laws and regulations;
- Participate in any Project if doing so would violate the public policy of your country of residence;
- Impersonate any person or entity, or falsely state/misrepresent your affiliation with any person or entity, past or present including, but not limited to, misrepresenting your current or previous positions and/or qualifications;
- Give investment advice, including without limitation, rating or recommending any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security in connection with a Project;

You further agree that:

- if you are an auditor or former auditor, you will not consult about organizations that you currently audit or have audited in the last three years;



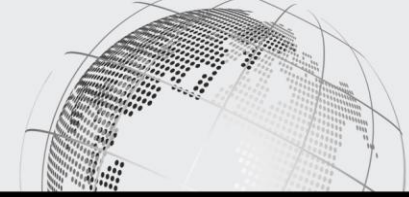
- if you have worked in the accounting or finance department of a company within the last six months, you will not discuss accounting or financial issues relating to that company or its affiliates;
- if you are a doctor participating in a clinical trial, you will not discuss trial results or patient experience before such information has been made public;
- if you are a doctor, you may not give medical advice;
- if you are a director, officer or other employee of an entity that has filed for initial public offering, or is the subject of a tender offer, or you are at an entity that has acted on behalf of such a company in connection with such tender offer, you will decline all Project invitations while the tender offer or the IPO process is taking place; and
- If you are a lawyer, you may not give legal advice in connection with a Project and do not establish an attorney-client relationship with Clients through Projects.

If you become concerned with the nature of any inquiry by a Client, you must discontinue your participation and notify us immediately by emailing [compliance@AdvantusGlobal.com](mailto:compliance@AdvantusGlobal.com). To encourage you to err on the side of caution during your participation in the AGI Networks, you may submit a payment request for time allocated for any interaction you discontinue for the purpose of compliance with these Terms and Conditions.

You agree to cooperate fully in any AGI inquiry concerning actual, alleged, or potential violations of these Terms and Conditions.

#### **Foreign Corrupt Practices Act Compliance**

You represent that you have not taken, and agree that you will not take any action that would cause the Company to be in violation of the Foreign Corrupt Practices Act of 1977, as amended (the “FCPA”), or any applicable law of similar effect. You agree that you will not (a) make, offer, agree to make, or authorize, either directly or indirectly, any payment of, promise to pay, gift of or promise to give, any money or anything of value, to any foreign official in exchange for obtaining or retaining business or securing an improper business advantage, (b) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment of funds or (c) receive or retain any funds for similar purposes. You represent that you have never been convicted of or pled guilty to an offense involving fraud, corruption, or moral turpitude, and that you have never been disbarred or suspended by any US or foreign government, nor has such disbarment been proposed. If you are employed by or hold any



position in any US or foreign government, or in any entity that is owned or controlled by any US or foreign government, you acknowledge and agree that you are participating in the AGI Networks only for the purpose of providing consulting services and participating in AGI Networks activities, and not for the purpose of (1) influencing any government entity, agency, or government owned or controlled entity or agency on behalf of AGI or any Client or (2) obtaining or retaining any government business or other advantage on behalf of AGI or any Client.

### **Network Member Information**

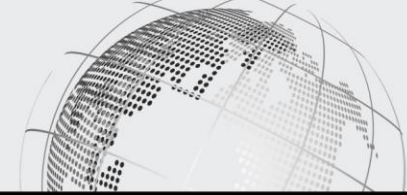
You agree to provide AGI with accurate and complete biographical information, including your current job status and all prior employment. AGI or its Clients may ask you for other information about yourself, including your ability to consult on particular topics or in general. Collectively, such information about you, as well as any information in your AGI Network Member Profile, is your Network Member Information. You are solely responsible for your Network Member Information. While AGI may revise Network Member Information on your behalf based upon information provided by you or others, you have a duty to monitor and ensure the accuracy of your Network Member Information. You agree not to accept any Project or consult with any Client unless your Network Member Information is accurate, complete and current.

You certify that you have never been (a) convicted of a felony; or (b) the subject of an investigation by a securities regulator or other regulatory authority (state federal or foreign) or a defendant in any proceeding where fraud or violation of laws or regulations including the taking of a false oath, the making of a false report, perjury or bribery or conspiracy to commit any such offense is alleged.

### **Assignment, Acceptance & Scope of Projects**

Advantus Global endeavors to match Network Members to Projects based upon its understanding of the Project and Network Member Information. The scope of a proposed Project will be outlined by AGI.

Your participation in Projects is always at your discretion. Network Members are never obligated to accept a Project and may decline to participate for any reason (including in order to comply with these Terms and Conditions). AGI makes no representation regarding the frequency or quantity of invitations to Projects you will receive. Unless otherwise agreed in writing by Advantus Global or as otherwise stated in any Project invitation or on consultations set up by Advantus Global, you



will only be compensated for the time you spend interacting with Clients and you will not be compensated for wait time or time set aside if a consultation with a Client does not occur.

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

**ALL PREPARATORY AND FOLLOW-UP WORK FOR PROJECTS REQUIRE THE PRIOR WRITTEN APPROVAL OF AGI. CLIENTS CANNOT AUTHORIZE SUCH ADDITIONAL WORK.**

#### **Communication with Non-Network Members**

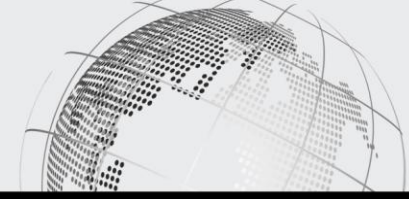
Do not in connection with a Project reach out to your contacts at a company for information about that company.

If you speak with a person who is not in the AGI Networks in connection with any Project, you agree: (i) to disclose to such person that you are acting on behalf of a Client (without identifying such Client); and (ii) not to pay or otherwise compensate such person in any way for information, and (iii) not to obtain any information that could cause a breach of any duty that such person holds to his/her current/ex-employer or any third-party, nor to pass along such information to Client.

#### **NON-SOLICITATION OF CLIENTS**

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Membership in the AGI Networks is non-exclusive, and there is no minimum time commitment unless otherwise agreed in writing. As a condition to participation in the AGI Networks, you agree that, for a period of one year from introduction to a Client to whom you have been first introduced in connection with a Project, not to knowingly solicit projects from or propose or agree to any kind of consulting relationship with such party without written permission of Advantus Global. This non-solicitation provision does not prohibit a Network Member from being retained by a Client to provide legal advice. For a period of one year after the termination of your relationship with AGI, you also agree not to knowingly solicit for employment any employee of AGI or any Clients to whom you have been first introduced due to your Network Member status.



## MEMBER PROGRAMS

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Network Members who meet the eligibility requirements and are enrolled into Member Programs may participate in on-going and in-depth Projects. Network Members who are not enrolled in Member Programs are restricted to a limited number of telephone consultations and online surveys.

You acknowledge and agree that AGI may enroll you in Member Programs based on your Network Member Information, subject to AGI providing prompt notification of your enrollment and providing an opportunity to withdraw from Member Programs.

## NETWORK MEMBER CONTENT

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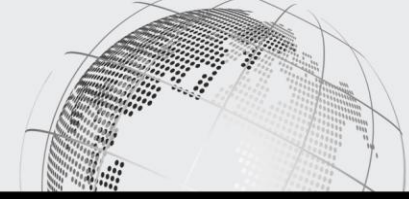
Any materials, regardless of format (Content), that you submit to a Client or to AGI must be your original work product. You represent that such Content is your intellectual property or that you have obtained any necessary permissions or licenses for, and to share, such Content with AGI and its Clients, and that such Content (and AGI and/or Clients use of such Content) does not infringe upon the intellectual property rights of any third party. You agree you will not submit Content to AGI or to its Clients that is unlawful, harmful, threatening, defamatory, profane, deceptive, or misleading, or otherwise violates these Terms and Conditions. You agree to indemnify, defend and hold harmless AGI and its Clients from and against any third party claim that Content you submit infringes upon any patent, trademark, copyright, trade secret or other intellectual property right.

Network Members are solely responsible for their Content. You acknowledge that AGI does not endorse and is not responsible for Content. AGI does not create or develop Content, but AGI reserves the right to revise and/or delete Content in whole or in part for any or no reason. AGI has no obligation to use, post, or deliver any Content you submit.

## Content Submitted To Clients

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To the extent a Client selects you for a Project, any Content that you produce for the Client or that you produce in connection with such Project will be owned by the Client as a work for hire under applicable law, and may be used by such Client for any



purpose permitted under that Clients agreement with AGI, which may include reproduction, disclosure, transmission, publication, broadcast, and posting, unless otherwise agreed in writing by AGI and the Client in advance of a Project.

Without limiting the foregoing, you agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any communication or Content you transmit to that Client for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Content and information you provide to a Client in the course of a Project, and all intellectual property rights therein, shall be owned entirely by and shall be proprietary to the Client.

You may not forward written or electronic materials or Content directly to Clients or to AGI without the prior approval of AGI. AGI does not in the ordinary course receive or review such materials and Content, but AGI may require you to represent that you have the right to share such materials or Content.

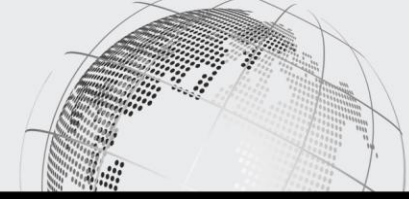
### **Content Submitted To AGI:**

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Content License: For any Content that you submit to AGI other than in connection with a Project for a Client, including but not limited to AGI News submissions and presentation materials for AGI seminars, roundtables, conferences and master classes, you retain ownership but grant AGI a perpetual, world-wide, royalty-free, transferable, and exclusive license to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Content, in whole or in part, in original form or as edited or modified by AGI, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing. You further agree that any persons to whom AGI provides access to such Content are free to use any ideas, concepts, know-how, or techniques contained in such Content for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information.

Events: You agree that AGI shall have the right to make and retain an audio, video or other recording of your participation in any AGI seminars, roundtables, conferences and master classes (collectively, Recordings), and attribute that Recording to you, notwithstanding your exercise of an opt-out as described under the Privacy section below. You further agree that AGI shall have the exclusive right to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such





Recordings, in whole or in part, in original form or as edited or modified by AGI, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

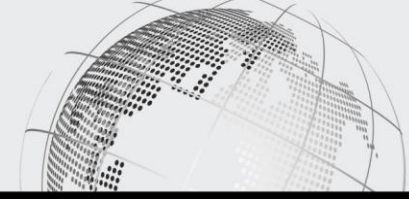
AGI News: These Terms and Conditions replace and supersede the AGI News Terms & Conditions, the agreement that formerly governed participation in the AGI News Program. AGI may in its sole discretion compensate Network Members for submissions to AGI News but has no obligation to do so. Content on AGI News (which may include your Network Member Information) may be transmitted to third parties through forwarding features that AGI may make available on its websites and may be used in AGI Marketing Materials notwithstanding your exercise of an opt-out as described under the Privacy section below.

## **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

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### **Non-Disclosure of AGI and Client Information**

While you are a Network Member of Advantus Global and thereafter, you agree not to disclose to any Third Party (as defined below) or to attempt to use or personally benefit from any Protected Information (as defined below) that is disclosed to or known by you because of your participation in the AGI Networks. This obligation shall continue until such time as the Protected Information has become publicly available through no action of your own, except to the extent required by law. Protected Information shall include for purposes of these Terms and Conditions: (i) the existence or subject matter of any Project or proposed Project, as well as the name of any AGI Client; (ii) information about actual or potential business, investment or trading decisions or transactions of any Client; (iii) any other confidential information of Advantus Global or its Clients, including but not limited to expert rates and business process; and (iv) any intellectual property, including without limitation any trade secrets, know-how, or copyrighted information, of the Client or of Advantus Global. Third Party shall mean for purposes of these Terms and Conditions any entity, organization or person other than the party who disclosed the Protected Information to you. If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Protected Information to anyone other than AGI, you will promptly and diligently notify AGI, unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with AGI in protecting such information to the extent possible under applicable law.



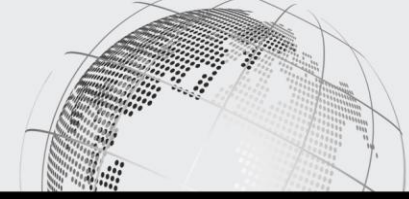
In connection with your participation in the AGI Networks, you may be exposed to material, non-public information of publicly-traded companies. These companies include clients of the Company and firms with which the Company may be negotiating major transactions. Information that is not material to the Company may nevertheless be material to one of these other firms. Various securities laws prohibit the purchase or sale of a company's securities by persons who are aware of material information about that company that is not generally known or available to the public. Likewise, these laws prohibit persons who are aware of such material nonpublic information from disclosing this information to others who may trade. Because it may be hard to determine what constitutes "material, non-public" information, the Company requires that all members of the AGI Networks, including family members who reside with such members and anyone else who lives in such member's household, to refrain from trading in the securities of Company clients unless such trades have been pre-approved by the Chief Executive Officer of the Company. Trading includes purchases and sales of stock, derivative securities such as put and call options, convertible debentures and convertible preferred stock, and all debt securities, such as bonds and notes. In addition, you may not pass material nonpublic information on to others or recommend to others the purchase or sale of any securities when you aware of such information. The ultimate responsibility for adhering to these requirements and avoiding improper trading rests with you. If you violate these requirements, the Company may take disciplinary action, including termination of your membership in the AGI Networks.

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

Some Projects are collaborative, and in those Projects you will be working with other Network Members. You owe the same duty of non-disclosure to such other Network Members as you would to any Client under these Terms and Conditions.

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

**Access Rights.** Your username and password are for your individual use only. Your account is authorized on an individual basis for individual use, unless specified otherwise by written agreement between you and Advantus Global.



### **AGI Intellectual Property Rights**

All material on Advantus Global's websites, whether explicitly marked or not, as well as any other AGI material that you receive as a Network Member, is the proprietary property of Advantus Global and/or its licensors. Such materials may not be copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, uploaded, or otherwise exploited without the prior written consent of the respective owners.

### **RELIANCE BY CLIENTS**

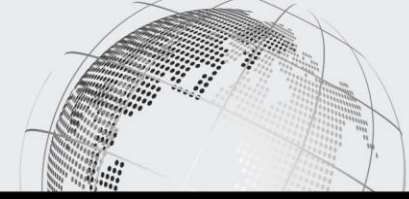
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These Terms and Conditions are intended to benefit Clients and provide comfort to enable Clients to satisfy themselves that all Projects will be carried out in accordance with applicable laws and will not lead to the improper disclosure of confidential information, including material inside information within the meaning of U.S. federal securities laws. Clients may from time to time request that you confirm any part of these Terms and Conditions, and any additional terms required by Clients as noted below, as a condition to your participation in a Project. You understand that each Client and the person with whom you may engage in any Project is an intended beneficiary of these Terms and Conditions and the covenants and agreements made by you hereunder, and that Clients, as third-party beneficiaries of these Terms and Conditions, shall have the right to enforce your compliance with these Terms and Conditions. Please note that Clients may also ask that you accept their compliance policies or additional terms as a condition to participating in a Project for them.

### **PAYMENT TO NETWORK MEMBERS**

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Advantus Global's payment system can accommodate requests that payments be made to your employer. You must follow any existing employers policies that may relate to payment by Advantus Global. Following the completion of a Project, you must request payment through the AGI Networks secure website within 30 days, unless otherwise specified in the Project invitation. Payments will be based on the rate submitted on your approved and accepted application. Notwithstanding the foregoing, some Projects may be fixed-price or capped at a certain amount of time. In the event that a Client disputes the existence or quality of your work, or in the event of an inquiry regarding an actual, alleged, or potential violation of these Terms and



Conditions, AGI may withhold payment until such dispute or inquiry is resolved. AGI may require you to provide additional information (including your social security number or equivalent tax identification number) about yourself as part of AGI's security procedures. Note that U.S. persons will receive a U.S. I.R.S. Form 1099 for any payments as required. You agree that all fees imposed on you by any banking institution to process any payment from Advantus Global shall be your sole responsibility.

Non-U.S. Network Members may be asked to confirm such status. Please note that your contract will be with Advantus Global, Inc., a Cayman Islands exempted company. You agree that you are responsible for paying any applicable taxes in accordance with relevant laws in your jurisdiction on payments received from AGI and, where applicable, you agree to provide AGI with evidence of such tax payments upon AGI's request. You also agree that AGI may refer to you Projects from clients of Advantus Global, Inc's parental entity, subsidiaries and affiliates.

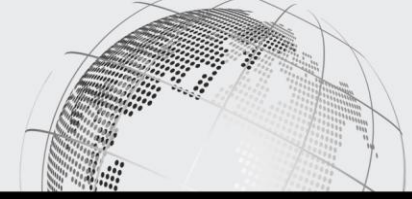
## **PRIVACY POLICY**

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You agree that AGI may collect and retain information about you, including personal information, (your information), and contact you by email, telephone, or otherwise, to process and administer details of your membership in the AGI Networks, to provide you with opportunities to participate in the AGI Networks, and to tell you about AGI's business. You agree that AGI may also use and analyze the information we collect so that we can administer, support, improve and develop our business.

You agree that AGI may disclose your information to Clients.

You agree that AGI may share your information with non-Client third parties for the purpose of promoting AGI's business, including without limitation by displaying such information on AGI's websites, print media and other materials (collectively, Marketing Materials), subject to your right to opt-out. If you opt out or terminate your participation in the AGI Networks, AGI will use reasonable efforts to discontinue creating and distributing Marketing Materials that contain your information. Notwithstanding the foregoing, you agree that if you submit Content to AGI News or participate in AGI Events (as described above), your opt-out will not apply with respect to your participation in AGI News, and AGI shall have the right to market such Content, along with your Network Member Information, to our clients and third parties.



You agree that AGI may disclose your information, which includes information about your participation in the AGI Networks, to your current employer. You agree that AGI may also disclose your information to third parties, such as former employers and companies that you have provided services to or contracted with, for the purpose of confirming any consents or approvals that you may need to participate in the AGI Networks or in specific Project(s).

You agree that AGI may disclose your information in response to legal process, to protect our rights, as otherwise required by law, or for the prevention or detection of a crime. If we sell our company or part of it or our business enters into a joint venture with another business entity, you agree that AGI may disclose your information to our new business partners or owners who may then provide you with information about their products and services.

You agree that your information will be held by us in China and may also be held and accessed by our staff and third parties working for us, or our subsidiaries and affiliates, inside and outside China. If your information is gathered outside the China, you agree that it may be transferred to AGIs China offices to be used for these purposes, and it may be transferred to and shared with any of AGIs worldwide locations. You may request a full list of AGI group companies.

AGI will not sell your information to third-party marketers or similar organizations.

We reserve the right to conduct a background check on you, including through a third-party service.

For further information about AGIs privacy policies, which are incorporated herein by reference, see:

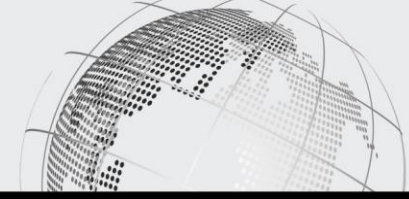
<http://www.AdvantusGlobal.com/privacy.html>

## **AGREEMENT DETAILS**

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### **Right to Injunction/Limitation on Liability**

In the event that you, as a Network Member, breach, or threaten to breach, any of the promises concerning Confidentiality of AGI and Client Information, Access Rights, Contact with Clients, or Intellectual Property Rights within these Terms and Conditions, you acknowledge that Advantus Global's remedy at law will be inadequate and that Advantus Global will be entitled

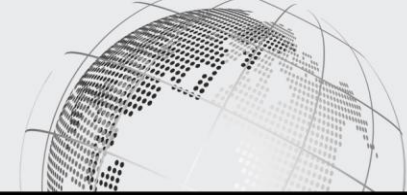


to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

In no event shall Advantus Global be liable to you or any other party for any damages resulting from or relating to your participation as a Network Member, the performance of any services by you as a Network Member, or the business operations of AGI, including without limitation for any incidental, consequential, punitive or special damages. AGI agrees that for its part it shall not seek to impose on any individual Network Member any liability for damages based on his or her performance of services hereunder as a Network Member, including without limitation for any incidental, consequential, punitive or special damages so long as such damages do not relate to or arise out of the failure of the Network Member to comply with these Terms and Conditions, including the guidelines and restrictions contained herein, or conduct or activity by the Network Member that constitutes gross misconduct. You are solely responsible for your actions. AGI shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

Arbitration. Any dispute, controversy or claim, whether in tort, contract or otherwise, that arises from or relates to these Terms and Conditions, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by a single-arbiter arbitration under the rules of the American Arbitration Association (the "AAA") in effect from time to time. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be California unless the Network Member resides in Asia, in which case such Network Member may elect to have the arbitration held in Hong Kong. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitration shall not be deemed a waiver of Advantus Global's right to seek injunctive relief in any court of competent jurisdiction as provided for in these Terms and Conditions. Each party is responsible for its own legal fees, and the arbitrator may not include the payment of attorney fees or expenses as a part of any award.

Governing Law. These Terms and Conditions, as well as any claims arising from or related thereto, whether in tort, contract or otherwise, are governed by the laws of the state of New York, without regard to choice of law rules.



Assignment. The services contemplated hereunder are personal to you and you shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this agreement without the written consent of AGI. Any attempt to do so shall be void. AGI may fully assign and transfer this agreement in whole or part.

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

Survival of Certain Provisions. The provisions of the sections (including subsections) of these Terms and Conditions entitled Non-Solicitation of Clients, Privacy, Confidentiality and Intellectual Property, Reliance by Clients, and Agreement Details shall survive any termination or expiration of these Terms and Conditions.

Termination. You shall have the right to withdraw from the AGI Networks at any time upon notice to AGI, and AGI shall have the unlimited right to terminate or limit your membership in the AGI Networks and Member Programs at any time and for any reason.

By signing these Terms and Conditions or confirming them via emails or verbal notice, you acknowledge that you are making express representations and warranties to AGI and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms and Conditions. AGI may revise the Terms and Conditions from time to time based on circumstances. Any change which relates to this agreement will be posted on the AGI website or emailed to you and become effective upon posting or emailing. You may choose to opt out of the AGI networks if you don't agree with any change, otherwise, your continuation in the network after any change becomes effective represents your accept these changes.

**End of Terms and Conditions - Last Updated March, 2015**

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