

**DIRECT CONTRACTOR SERVICES AGREEMENT**

This Contractor Services Agreement (the "Agreement") effective as **May 26, 2025** ("Effective Date") by and between **Apexon India Private Limited** [Formerly Known as Infostretch Corporation (India) Private Limited] ("Apexon") having its registered office located at Apexon House, Near Iskcon Flyover, Off S.G. Highway, B/h Maruti 360 Degree, Bodakdev, Ahmedabad, Gujarat, India, 380054 and **Stephen Joseph Samuels**, an adult, S/o Anthony Eugene Samuels ("Contractor") having permanent and current address at Provident Welworth City, Block G12, Flat No 404, Doddaballapura Main Road, Yelahanka, Marasandra Amainkere, VTC: Marasandra, PO: Doddatumkur, District: Bengaluru Rural, State: Karnataka -562163.

Apexon and Contractor herein may individually be referred to as a "Party" and collectively as the "Parties."

Contractor desires to perform, and Apexon desires to have Contractor perform, consulting services as an independent contractor to Apexon, as set forth in this Agreement.

**1. Services.**

- a) Performance. Contractor agrees to perform the consulting services (the "Services") described in the applicable Statement of Work ("SOW"). If mutually agreed in writing by the parties hereto, Contractor may from time to time perform services and deliverables for Apexon in addition to the Services identified in SOWs. Such additional services shall be evidenced in one or more SOWs. Each additional SOW shall describe, without limitation, the specific additional services to be provided, the compensation to be paid to Contractor for the additional services and the term of the additional services. Contractor agrees to maintain in good order Contractor's applicable professional and/or business licenses, permits, certifications and insurance coverage, and to abide by all legal and ethical requirements as may be applicable to Contractor's profession and/or business. Contractor agrees that all Services provided under this agreement shall be in accordance with currently approved methods and practices of Contractor's profession and/or business. The Contractor shall comply with the rules, policies as specified under Exhibit A of this Agreement.
- b) Equipment and Supplies. Contractor may be provided with Apexon's assets to perform the services under this Agreement for which Contractor shall be solely responsible to ensure that such Company's Assets /equipments are not misappropriated, loaned to others or sold without appropriate Apexon's authorization in writing. The Protection of the Apexon's assets and data stored in such assets/equipments shall be one of the key responsibilities of the Contractor. The Contractor shall use such equipment only for business purposes of Apexon. The Contractor shall be solely responsible for taking proper care of Apexon's asset and shall comply with all the applicable usage policies and controls as may be prescribed by Apexon.
- c) Payment. Payment for the services rendered by Contractor shall be as per the payment terms specified under the respective SOWs. Contractor shall invoice Apexon on a monthly basis for the Services rendered, or as otherwise agreed in the SOW. For the services rendered in the preceding month, Apexon will pay Contractor the agreed fee within (seven) 7 days of the succeeding month Contractor will receive no royalty or other remuneration on the production or distribution of any products developed by Apexon or by Contractor in connection with or based upon the Services.

Applicable for Contractor's in India: As per Indian Taxation norms, Consultant will have to get registered under Goods and Service Tax ("GST"), if the aggregate value of services (including

their other business income) in a financial year exceeds 20 lakhs and charge GST on their service invoices. However, if the Consultant is from the Special Category States (Arunachal Pradesh, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim, Tripura, Uttarakhand, Puducherry), registration needs to be obtained if the aggregate value exceeds 10 lakhs. The registration needs to be obtained within 30 days from the date the threshold limit is crossed.

- d) **Delivery and Acceptance.** The Contractor shall provide the services in the manner as may be required by Apexon and as specified in the SOW. If applicable, in case Contractor's services require working on any deliverable then Contractor shall provide each deliverable to the Apexon on or before the due date set forth in the applicable SOW in a format or medium acceptable to Apexon, or as otherwise specified in the applicable SOW. Contractor will notify Apexon when a deliverable is ready for Apexon's review and acceptance testing. Within 15 days of Apexon's receipt of a deliverable, Apexon will notify Contractor whether it accepts or rejects the deliverable. If Apexon rejects the deliverable, Apexon shall give the Contractor notice of its rejection and Contractor will re-perform and re-deliver the deliverable, within 5 business days of such notice of rejection. If the re-delivered deliverable still is not reasonably acceptable to Apexon, Apexon may reject the deliverable and/or terminate the applicable SOW immediately without any obligation to pay for the rejected deliverable. Without limiting Apexon's remedies at law or in equity, Contractor will, within 30 days of Apexon's rejection, refund to Apexon all fees previously paid to Contractor in connection with the rejected deliverable. ("Deliverable" shall mean and include any and all completed and in-progress Intellectual Property that is made or being made, conceived, reduced to practice, fixed in a tangible medium of expression, or developed by Contractor either alone or jointly with others, in connection with the performance of the Services, all tangible embodiments thereof, and all other results or work under this Agreement, regardless of the means of communications (oral, written, or otherwise) and all Intellectual Property Rights.")

## **2. Relationship of Parties.**

- a) **Independent Contractor.** Contractor understands and agrees that all Services provided pursuant to the Agreement, shall be provided on an independent contractor basis. Contractor shall determine the method, manner, details, and means of performing the Services. Apexon shall have no right to control the manner or to determine the method of accomplishing the Services and shall not attempt to do so. Apexon reserves the right to specify the results to be achieved under this Agreement. Apexon reserves the right to inspect, to stop work, to provide alterations, and to verify conformity with the descriptions and specifications referenced in the SOW. Contractor shall provide progress reports to Apexon when and as requested by Apexon. No work, act, commission, or omission by Contractor, or by Apexon, shall be construed to make Contractor an employee of Apexon. The Contractor will not receive any training from Apexon except as may be required to be understand day-to-day workings.
- b) **Employment Taxes and Benefits.** Contractor shall indemnify Apexon and hold it harmless from, and against all claims, damages, losses and expenses relating to any obligation imposed by law on Apexon to pay any withholding taxes, social security, unemployment or disability insurance, if any, or similar items in connection with compensation received by Contractor pursuant to this Agreement. Contractor will not be entitled to receive any vacation or illness payments, or to participate in any plans, arrangements, or distributions by Apexon pertaining to any bonus, stock option, profit sharing, insurance or similar benefits for Apexon's employees.

- c) Liability Insurance. Contractor will, at its own cost, maintain adequate industry-standard insurance to protect Contractor from, including but not limited to, the following: (i) claims under worker's compensation and state disability acts; (ii) claims for damages because of bodily injury, sickness, disease or death which arise out of any negligent act or omission of Contractor; (iii) errors and omissions; and (iv) claims for damages because of injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of any negligent act or omission of Contractor. Apexon shall not be liable in case of failure on part of Contractor in maintaining any of the applicable insurances.

### 3. **Property of Apexon.**

- a) Definition. For the purposes of this Agreement, "Designs and Materials" shall mean all video, audio, designs, discoveries, inventions, products, computer programs, source code, procedures, improvements, developments, drawings, notes, documents, information and materials made, conceived or developed by Contractor alone or with others which result from or relate to the Services.
- b) Assignment of Ownership. All Designs and Materials including, but not limited to, all copyrights, patent rights, trade secrets and trademarks or other intellectual property are "works made for hire" for which Apexon is the "author" (as defined under Indian Copyright Act of 1957 as amended and as such first quoted term is defined by and such second quoted term given meaning by the United States Copyright Act of 1976, as amended) and exclusive owner upon creation. To the extent that any aspect of the Designs and Materials is not protected by the applicable intellectual property laws or is found as a matter of law not to be a "work made for hire", Contractor hereby irrevocably transfers and assigns any and all of its right, title, and interest in and to such Designs and Materials to Apexon. Apexon will have the sole right to determine the treatment of any Designs and Materials, including the right to keep them as trade secrets, to file and execute patent applications on them, to use and disclose them without prior patent application, to file registrations for copyright or trademark on them in its own name or to follow any other procedure that Apexon deems appropriate. Contractor agrees: (i) to disclose promptly in writing to Apexon all Designs and Materials; (ii) to cooperate with and assist Apexon to apply for, and to execute any applications and/or assignments reasonably necessary to obtain, any patent, copyright, trademark or other statutory protection for Designs and Materials in Apexon's name as Apexon deems appropriate; and (iii) to otherwise treat all Designs and Materials as "Confidential Information," as defined below. These obligations to disclose, assist, execute and keep confidential will survive any expiration or termination of this Agreement.
- c) Moral Rights Waiver. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right existing under the law of any country in the world, or under any treaty. The Contractor hereby irrevocably transfers and assigns to Apexon any and all Moral Rights that Contractor may have in any Services, Designs and Materials or products developed hereunder. Contractor also hereby forever waives and agrees never to assert against Apexon, its successors, assigns or licensees, any and all Moral Rights Contractor may have in any Services, Designs and Materials or products developed hereunder, even after expiration or termination of this Agreement.

### 4. **Confidential Information.**

Contractor acknowledges that Contractor will acquire information and materials from Apexon and knowledge about the business, products, programming techniques, experimental work,

customers and suppliers of Apexon and that all such knowledge, information and materials acquired, the existence, terms and conditions of this Agreement, and the Designs and Materials, are and will be the trade secrets and confidential and proprietary information of Apexon (collectively "Confidential Information"). Confidential Information will not include, however, any information which is or becomes generally known or available to the public through no fault of Contractor. Contractor agrees to hold all such Confidential Information in strict confidence, not to disclose it to others or use it in any way, commercially or otherwise, except in the provision of Services hereunder, and not to allow any unauthorized person access to it, either before or after expiration or termination of this Agreement. Contractor further agrees to take all action reasonably necessary and satisfactory to protect the confidentiality of the Confidential Information including, without limitation, implementing and enforcing operating procedures to minimize the possibility of unauthorized use or copying of Confidential Information. Confidential Information may be disclosed if it is required to be disclosed by a government agency or by a proper court of competent jurisdiction; provided, however, that the Contractor will use its best efforts to minimize the disclosure of such information and will consult with and assist Apexon in obtaining a protective order prior to such disclosure. Confidentiality obligations hereunder shall expire five (5) years after the expiration or termination of this Agreement, except for trade secrets, with respect to which confidentiality obligations shall not expire.

**5. Indemnification by Contractor.**

Contractor shall indemnify, defend and hold harmless Apexon from any and all liability, loss, damages, judgments, and costs (including without limitation cost and fees of litigation), arising out of any or in connection with (a) Contractor's performance of Services hereunder; (b) its failure to comply with any of its obligations contained in the Agreement; or (c) failure to observe or perform any duties under any third- party agreement or portion thereof to which Contractor is a party. With respect to the forgoing indemnities, (i) Apexon must promptly notify Contractor in writing of any claim for indemnification hereunder; and (ii) Apexon must cooperate with all reasonable requests of Contractor (at Contractor's sole expense) in defending or settling such claim. Apexon will have the right, at its option, to participate actively in the defense or settlement of any action, suit, or proceeding relating to a claim through counsel of its own choosing.

**6. Termination and Expiration.**

- a) This Agreement commence on the Effective Date and continue in full force and effect unless and until terminated in accordance with the terms and conditions specified under Section 6 (b) of this Agreement. The duration of each Statement Of Work ("SOW") will be specified in the applicable SOW.
- b) Termination: Contractor may terminate this Agreement by giving (30) prior written notice. Apexon may terminate this Agreement at any time for any reason upon fifteen (15) days' written notice. Alternatively, this Agreement shall automatically terminate on the occurrence of any of the following events: (a) the occurrence of circumstances that make it impossible or impracticable for the business of Apexon, as it relates to the services provided by Contractor, to continue; (b) Contractor's (i) commission of any act of dishonesty; (ii) unauthorized disclosure of Confidential Information; (iii) death or continued incapacity to fully perform duties; (iv) breach of duty, carelessness or misconduct in the performance of Contractor's duties; (v) conviction of a violation of law; (vi) unjustifiable neglect of the duties contemplated hereunder; or (c) any other act or omission by Contractor which in the opinion of Apexon has a direct adverse impact upon Apexon;

or (d) if the tenure specified under the SOWs expires and no other SOWs are executed for the services of Contractor.

Upon termination of this Agreement, Contractor will immediately cease performing any Services, and Apexon will pay Contractor any fees not yet paid for the Services provided and accepted pursuant to any SOW on or prior to such termination and reimburse previously approved unreimbursed expenses incurred on or prior to termination, as provided in Section 1(c) hereof.

c) **No Election of Remedies.**

The election by Apexon to terminate this Agreement in accordance with its terms shall not be deemed an election of remedies, and all other remedies provided by this Agreement or available at law or in equity shall survive any termination.

d) **Effect of Expiration or Termination.**

Upon the expiration or termination of this Agreement for any reason: (a) Contractor will immediately cease performing any Services, and Apexon will pay Contractor any fees not yet paid for the Services provided and accepted pursuant to any SOW on or prior to such termination and reimburse previously approved unreimbursed expenses incurred on or prior to termination, as provided in Section 1(c) hereof; (b) all provisions of this Agreement and any exhibits that by their nature would be reasonably expected to survive termination of the exhibit shall so survive, including, without limitation, provisions relating to confidentiality, warranties, indemnification, ownership rights, and legal status of the parties; and (c) Contractor will promptly notify Apexon of all Confidential Information, including but not limited to the Designs and Materials, and all other property of Apexon in Contractor's possession and, at the expense of Contractor and in accordance with Apexon's instructions, will promptly deliver to Apexon all such Confidential Information.

7. **Limitation of Liability.**

EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL APEXON BE LIABLE FOR ANY LOST PROFITS, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, APEXON'S TOTAL LIABILITY UNDER ANY LEGAL THEORY SHALL BE LIMITED IN THE AGGREGATE TO THE FEES PAID TO CONTRACTOR FOR THE PROVISION OF SERVICES UNDER THIS AGREEMENT DURING THE THREE (3) MONTH PERIOD PRIOR TO THE DATE OF THE EVENT GIVING RISE TO THE CLAIMS.

8. **Covenants.**

- a) Contractor warrants that the Services will be (i) complete and will conform to the descriptions and specifications referenced in the SOW, (ii) performed and provided with reasonable skill and care and in a professional and workmanlike manner commensurate with the industry standards; and (iii) provided in accordance with and will comply with any applicable laws and regulations, including the procurement of any necessary authorizations, permits and licenses. In the event of any breach of the foregoing warranties, Apexon shall notify the Contractor in writing, and Contractor shall replace or repair such Services without additional charge to Apexon.
- b) Contractor warrants that the Services and any deliverables provided to Apexon in connection thereto shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

- c) Pre-Existing Obligations. Contractor represents and warrants that Contractor is not under any pre-existing obligation inconsistent with the provisions of this Agreement.
- d) Solicitation of Employment. Either party agrees that it will not on their own account or on the account of any other person directly or indirectly, except for general solicitation, solicit the services of any of the employees of the other party during the term of this Agreement and for twelve (12) months thereafter.
- e) Further Assurances. The Contractor will assist Apexon in every proper way to obtain for Apexon and enforce patents, copyrights, mask work rights and other legal protections for Apexon's Designs and Materials in any and all countries. Contractor will execute any documents that Apexon may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Contractor's obligations under this paragraph will continue beyond the termination of this Agreement, provided that Apexon will compensate Contractor at a reasonable rate after such termination for time or expenses actually spent at Apexon's request on such assistance.
- f) Drug and Background Security Check. Contractor represents and warrants that Contractor have completed and passed all applicable drug, security and background checks in accordance with Contractor's policies and/or Apexon Policies as may be the case.
- g) Disclosure. Contractor shall disclose to Apexon any familial relationship (i.e. spouse, parent, sibling, etc.) that an employee of Contractor has with an employee of Apexon.

## 9. General.

- a. Assignment. Contractor shall not assign Contractor's rights or delegate Contractor's duties under this Agreement, either in whole or in part, without the prior written consent of Apexon. Any attempted assignment or delegation without such consent will be void.
- b. Equitable Remedies. Because the Services are personal and unique and because Contractor will have access to Confidential Information of Apexon, Apexon will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Apexon may have for a breach of this Agreement.
- c. Attorneys' Fees. If any action is necessary to enforce the terms of this Agreement, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which such prevailing party may be entitled.
- d. Governing Law and Jurisdiction; Severability. This Agreement and all disputes between the Parties (including, without limitation, non-contractual disputes or claims) will be governed by and interpreted under the laws of India, with courts at Ahmedabad, Gujarat having exclusive jurisdiction in case of any disputes arising out of this Agreement. If any provision of this Agreement is for any reason found to be unenforceable, the remainder of this Agreement will continue in full force and effect.
- e. Notices. Any notices under this Agreement must be in writing, and shall be given by personal delivery, certified or registered mail, return receipt requested, or by express carrier, to the address specified below or such other address as the party specifies in accordance with this Section 11(e). Such notice will be effective upon confirmed receipt thereof. Additionally, notice that is delivered via email to the addresses set forth on the signature block of this Agreement shall satisfy the notice requirement.
- f. Complete Understanding; Modification. This Agreement, together with its exhibits, constitutes the complete and exclusive understanding and agreement of the parties and supersedes all prior





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understandings and agreements, whether written or oral, with respect to the subject matter hereof. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the Effective Date.

**Apexon India Private Limited**

By:

Printed Name: Jacob Hill

Title: General Counsel

Email: [legal3@apexon.com](mailto:legal3@apexon.com)

**Stephen Joseph Samuels**

By:

A handwritten signature in black ink that reads 'S. Samuels'.

Printed Name: **Stephen Joseph Samuels**

Title: Contractor

Email: **stevesam2719@gmail.com**

## **Exhibit-A**

The Contractor will comply with Apexon-provided policies, standards, and procedures applicable to the Services. A subset of these Policies is set forth below. Additional Policies may be provided from time to time. All such Policies will be binding on Contractor.

### **i. Sexual and Other Unlawful Harassment**

#### **- Unlawful Harassment**

Apexon is committed to providing a workplace free of harassment on the basis of race, religious creed, color, gender, sexual orientation, age, national origin, ancestry, physical disability, mental disability, medical condition, genetic characteristic, marital status, pregnancy, childbirth, veteran status, or any other category protected by law (“Unlawful Harassment”). Contractor Personnel are prohibited from committing Unlawful Harassment of Others at Apexon. As used in this document, “Others” refers to coworkers of Contractor Personnel, Apexon employees, Apexon customers, personnel of other service providers, and others with who Contractor interacts in connection with Contractor’s work for Apexon. “At Apexon” refers to conduct occurring on Apexon’s premises, using Apexon equipment, or related to Apexon work.

#### **- Sexual Harassment**

Contractor shall not make unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature to Others at Apexon. Sexual harassment also includes conduct that creates an intimidating, offensive, or hostile working environment or that interferes with Other’s work performance. The following is a list of some examples of sexual harassment:

- unwanted sexual advances;
- offering work-related benefits in exchange for sexual favors;
- making or threatening reprisals after a negative response to sexual advances;
- visual conduct, e.g., leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters;
- verbal conduct, e.g., making or using derogatory comments, epithets, slurs or jokes;
- verbal sexual advances or propositions;
- verbal abuse of a sexual nature, graphic verbal commentaries about an individual’s body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations; or
- physical conduct, e.g., touching, assault, impeding or blocking movements.

#### **- Reporting Harassment**

Contractor who experiences or witness any harassment or other conduct prohibited above shall notify the person with responsibility for the relationship with Apexon. Contractor who holds a management or relationship role shall immediately notify Apexon of relevant facts.

### **ii. Restricted Relationships:**



Apexon prohibits Intimate Relationship between Apexon personnel and Contractor when (i) the individuals at issue work on the same subject matter or project, and (ii) either individual exercises some degree of power, approval, or control over the other individual or his/her work. An "Intimate Relationship" includes marriage, dating, or other romantic relationship.

### iii. Workplace Violence Prevention

Contractor shall not engage in intimidation, threats of violence, and acts of violence involving Others at Apexon. Apexon defines these behaviors as follows:

- **Intimidation:** To coerce another person in a manner that could reasonably cause that person to fear for his or her safety or the safety of others. Stalking, harassing, or threatening phone calls, e-mails or other communications are considered intimidation.
- **Threat of Violence:** A communicated threat to inflict physical or other harm to a person, others, or property.
- **Act of Violence:** The intentional use of physical force against another person or the destruction of property.

Contractors who experiences or witness any violent, threatening, harassing, intimidating, or other disruptive behavior shall immediately notify the person with responsibility for the relationship with Apexon. Contractor who holds a management or relationship role shall immediately notify Apexon of the relevant facts.

### iv. Information Technology Resources

Apexon's information technology resources, including computer systems, e-mail and voicemail, Internet access, software, media storage, fax machines, and other related devices or networks, enable employees and Contractor to quickly and efficiently access and exchange information.

#### - Use of Apexon Technology

Apexon's information technology resources are to be used only for Apexon business, except as otherwise provided in this policy. Furthermore, Contractor may view and access business files or programs only for business purposes and only with Apexon authorization. Apexon treats all information that is transmitted or stored in its information technology resources, including voicemail and e-mail messages, as Apexon property. The Contractor has no right of privacy to any information or file transmitted or stored using Apexon resources. Apexon reserves the right to access, monitor, review, copy, modify, or delete all such information for any purpose and to disclose it to any party Apexon deems appropriate.

#### - Personal Use of Apexon's Technology Resources

Apexon's technology is provided to assist the Contractor in conducting Apexon's business activities. Reasonable and incidental personal use of Apexon's technology resources and systems, such as personal computers and the Internet, is permitted. When using Apexon technology resources and systems for personal use, good judgment must be exercised, and personal use kept to a minimum. Personal use of Apexon technology resources must conform to the following:

- be in compliance with policies stated herein, including the policy prohibiting harassment;
- be in compliance with any specific policies that may be created by Apexon management for the workgroup;
- not impact work assignments, interfere with Apexon operations, or create additional expense for Apexon;
- not involve non-Apexon income-generating or commercial activities;
- not bring liability to Apexon or otherwise be used in a manner that would or could reflect unfavorably upon Apexon's reputation, such as use in pursuit of illegal, unethical, or otherwise questionable goals; and
- be in compliance with laws and regulations.

**v. Protection of Confidential Information**

- The Contractor must safeguard Apexon's confidential information, as well as confidential information relating to Apexon's members, insureds, employees, vendors, customers, and other third parties as the case may be. To avoid inadvertent disclosure of confidential information, Contractor shall not leave confidential information open on the screen when Contractor's computer is unattended. The Contractor should log off the computer while leaving the workstation and at the end of the day.
- Contractors using an Apexon computer must use individual passwords to protect against unauthorized access to files and systems. Contractor shall never disclose personal or systems passwords and shall not use anyone else's user identification or password. If Contractor feels that its password has been compromised, the same should be changed immediately.
- Contractors shall not copy or download software, music, documents, or other information protected by copyright laws without authorization from Apexon. Contractor Personnel shall not accept copies of any software programs on behalf of Apexon from anyone without approval from Apexon. Contractors shall not use Apexon-provided software or hardware for uses other than those specifically requested by Apexon.

**vi. Safeguards Against Viruses**

- Contractor shall not disable or change the settings on Apexon-approved virus checking software. Contractor shall log off their computers at the end of the day so the software may be updated by IT nightly. Contractor shall not insert any disks or download files from any outside source without first checking them for viruses.
- Contractor shall not copy personal or confidential information to any local drives or other non-Apexon managed storage devices (e.g. CDs, DVDs, USB drives, thumb drives, memory sticks) without prior written approval from an Apexon IT employee holding a job title of director or above. Contractor Personnel shall not procure, or permit any other person to procure, IT products or services on behalf of Apexon (i) to install, or permit any other person to install, any software on Apexon technology resources, or (ii) to connect, or authorize any

other person to connect, any network or equipment to any Apexon networks or technology resources.

- Use of Apexon's information technology resources to communicate or store materials that violate the law or Apexon's policies is strictly prohibited. Some examples of prohibited misuse include:
  - sending, saving or influencing others to view any threatening, defamatory, obscene, offensive, or harassing messages;
  - soliciting or conducting non-Apexon business;
  - sending anonymous or chain communications;
  - sending communications related to betting or gambling;
  - interfering with or circumventing security procedures and safeguards, including introducing unauthorized code, graphics, or features;
  - unauthorized accessing, duplicating, disseminating, altering, damaging, or deleting any communication, files, data, user identification, passwords, or system; and
  - unauthorized viewing, accessing, disclosing or influencing others to view, access or disclose information pertaining to you, family members, or other employees concerning their membership, insurance, travel, employment, or any and all other data.

**vii. Conflicts of Interest**

Contractor shall use good judgment, discretion, and moderation when offering gifts or entertainment to Apexon employees. In doing so, Contractor will refrain from giving employees an individual gift or a combination of gifts in a given year and/or any other incentive to an employee unless they meet all of the following criteria:

- it is offered infrequently and is of nominal value;
- it is customary and a part of normal business practices;
- it imposes no sense of obligation on the recipient;
- it involves no special treatment, such as free services or special discounts;
- it is not a loan or payment from a vendor, contractor, or other business contact;
- it would not be perceived as likely to influence the employee's business judgment or decision making; and
- it was not solicited by the employee.

**viii. Drug & Alcohol Use**

Contractor shall not use, manufacture, possess, distribute, sell, or be under the influence of illegal drugs or alcohol at Apexon.