



November 11, 2019

Venkateswara Rao Neppalli

Dear Venkateswara,

Further to our discussions, Vertafore India Private Limited, a company incorporated under the Companies Act, 2013 (hereinafter referred to as the “**Company**” or “**Vertafore India**”) is pleased to offer you employment with the Company for your exclusive full-time services as a **Sr Test Lead** on and subject to the following terms and conditions:

1. **Gross Salary.** You would be entitled to a gross salary of up to INR **[1,518,400]** per year, subject to deduction of tax at source in accordance with the applicable laws of India including the Income Tax Act, 1961. The breakup of such gross salary is set forth on Schedule A attached hereto. All entitlements are included as part of your gross salary and are set forth in Schedule A attached hereto.
 - a. **Cost to Company.** Your annual cost to company will be **INR 1,540,000**
2. **Benefits.** You will also be eligible for medical benefits required to be paid to you by the Company and the Company’s standard benefit plans the first of the month following your date of hire. You will be responsible for paying a portion of your benefits plans, if required under applicable law and in accordance with Vertafore India policy. Information regarding the benefit plans offered by the Company will be available through the Human Resources Department.
3. **Level.** Based on your title and salary upon hire at the Company your level will be Level III. Your level within the organization helps to determine your additional benefits and rewards that you are eligible for.
4. **Payment.** All of your compensation will be payable in accordance with the Company’s normal payroll practices as they relate to time and frequency of payments and payroll deductions. Payments of salary, benefits (if any) and performance variable bonus (if any) will be subject to all applicable taxes and other withholdings.
5. The commencement of your employment would begin on **February 24th, 2020** or such earlier date mutually agreed to by you and the Company in writing.
6. This offer, and the commencement of your employment with the Company,



is expressly conditioned upon your agreement to, and the execution of, a formal Employment Agreement in the form attached hereto as Schedule B to be entered into between you and the Company prior to the commencement of your employment.

Please confirm your acceptance of the foregoing by signing the duplicate in the appropriate place and returning it to the undersigned on or before November 26th, 2019.

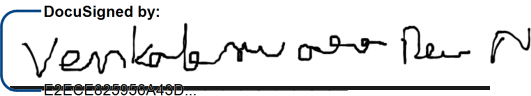
We look forward to hearing from you and hope that this offer will result in a long and mutually rewarding association.

Yours sincerely,

For **Vertafore India**

Kelly Johnson
Authorized Signatory

Agreed and Accepted:

DocuSigned by:

Name
Date: 11/21/2019 | 9:48 AM MST



Schedule A

Breakdown of Annual Salary

Gross Pay	100%	INR 1,518,400
Basic Pay	35% of Gross Pay	INR 531,440
House Rent Allowance	20% of Gross Pay	INR 303,680
Food Allowance	10% of Gross Pay	INR 151,840
Medical Allowance	15% of Gross Pay	INR 227,760
Conveyance Allowance	10% of Gross Pay	INR 151,840
Other Allowance	10% of Gross Pay	INR 151,840
Statutory Payments		INR 678,440
Employer Contribution to Provident Fund (PF)	12% of Basic Pay (Ceiling is INR 1800)	
Gratuity		
Additional Benefits		
Medical Insurance	Rs. 500000	
Deductions		
Certification Fee Reimbursement (Developers, Testers & IT team)	% of gross salary	
Employee PF	12% of gross salary	
Professional tax	Rs. 200	

11/21/2019 | 9:48 AM MST

EMPLOYMENT AGREEMENT

November 13, 2019

Venkateswara Rao Neppalli

Dear Venkateswara,

The following sets forth the understanding reached between you and Vertafore India Private Limited, a company incorporated under the Companies Act, 2013 (hereinafter referred to as the "**Company**" or "**Vertafore India**", which expression shall unless incompatible with the context or meaning thereof, be deemed to mean and include its successors and assigns) for your exclusive full-time services as the Sr. Test Lead of the Company (the "**Agreement**").

1. DEFINITIONS:

"**Act**" means the Companies Act, 2013 as may be amended from time to time.

"**Affiliate**" of the Company means a person which, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with the Company.

"**Board**" means the Board of Directors of the Company.

"**Confidential Information**" means the confidential and proprietary information relating to the Company and its Affiliates, business and third parties with whom the Company and/or its Affiliates do or did business, including, but not limited to trade secrets, client lists, passwords, marketing strategies, financial information, royalty information, contracts with third parties and the terms thereof, data of past, present or prospective customers / suppliers/ distributors/ agents/ licensees (whether in India or abroad) of the Company or its Affiliates including their names, addresses, sales figures and sales conditions of the Company, contract proposals and negotiations, government, legislative and regulatory activities, business data, particularly data relating to new products, projects, services, promotion campaigns, pricing agreements and joint ventures in which the Company is involved, all data in respect of consultants, agents, representatives of the Company including details of their effectiveness and compensation, commission, research and development data, particularly information relating to the software and hardware developments of the Company and/or its Affiliates, information received by the Company and/or its Affiliates from third parties under obligation of confidentiality, litigation matters, and personnel and policy information, Intellectual Property (as defined hereunder) and your contribution including information relating thereto or any part thereof; any devices designed by the Company or its Affiliates, any other information or data that you are given or which comes to your knowledge during the course of the Term (as defined hereunder) which you are told is confidential information or which a reasonable person would expect to be confidential from its nature and content.

Confidential Information does not include information that is in the public domain other than by your breach of this Agreement and/or of any other agreement to which you are bound by.

“Contractual Person” means any person or party with or with respect to whom the Company has a direct or indirect exclusive contractual or employment arrangement.

“Intellectual Property” includes ideas, concepts, creations, discoveries, inventions, know how, trade secrets; trademarks, service marks, designs, utility models, tools, devices, models, methods, procedures, processes, systems, principles, algorithms, works of authorship, flowcharts, drawings, and other confidential and proprietary information, computer programming code, databases, software programs including their source code; data, documents, instruction manuals, policies, promotional and advertising material, other literature, documentation and materials, records, memoranda, notes, user guides; in either printed or machine-readable form, which are in existence at the date of this Agreement and which may come into existence in future, any ideas or concepts, reports, recommendations, analyses, press materials, speeches, white papers and other information, data, and materials developed or prepared by you as in connection with your employment with the Company.

“Party” means a party to this Agreement and will collectively be referred to as **“Parties”**.

“Public Holiday” means any holiday as declared by the Company at the beginning of each calendar year.

2. APPOINTMENT

The Company has offered you employment as the Sr. Test Lead of the Company during the Term (as defined hereafter) and you accept such employment, subject to the terms and conditions of this Agreement. You shall report to **Kelly Johnson**. During the Term, you shall be employed at, and generally perform your duties at the Company's offices in Hyderabad, India. You may, from time to time, be required to travel elsewhere in the performance of your duties and obligations hereunder.

3. PROBATION

You hereby agree that 6 months from the date of this Agreement shall be the probationary period, during which period the Company may terminate your employment at any time for any reason, without any notice or cause. During the probationary period, you will be assessed on your ability to perform your duties to the Company's required standards. On satisfactory completion of the probationary period, your employment will be confirmed in writing by the Company.

4. DUTIES AND RESPONSIBILITIES

- a. During the Term of this Agreement, you will use your best efforts to perform all duties required of you in furtherance of your position or as assigned to you by the Company in furtherance of its business. During the Term of this Agreement you shall be governed by and be subject to all Company rules and regulations applicable to employees generally unless otherwise stated herein.
- b. Without prejudice to the foregoing provisions you hereby specifically agree and undertake to perform various duties and undertake various responsibilities, and devote the whole of your time and attention exclusively to the business of the Company, to the best of your skills and abilities

including but not limited to the following:

- Sr. Test Lead

5. TERM

The Term of this Agreement shall commence on the date of this letter and continue until earlier terminated.

6. COMPENSATION/REMUNERATION

- Gross Salary: In consideration of the duties to be performed by you under this Agreement, effective upon the commencement of the Term, you will be entitled to a gross salary of INR 1,518,400 (Indian Rupees) per month, subject to deduction of tax at source in accordance with the applicable laws of India including the Income Tax Act, 1961. The breakup of your salary is contained in Schedule A hereto.
- Payment: All compensation shall be payable in accordance with the Company's normal payroll practices as they relate to time and frequency of payments and payroll deductions. Payments of salary, benefits and bonus (if any) will be subject to all applicable taxes and other withholdings.

7. HOURS OF WORK

You will be required to work five (5) days a week, i.e., from Monday to Friday. The work hours of the Company are usually from 9:00 a.m. to 6:00 p.m. with one-half (1/2) hour for lunch and a maximum of two break periods of fifteen (15) minutes each. The employee may, depending on the necessity and urgency of work, be required to work for slightly modified or longer hours than as prescribed by the Company. The Company reserves the right to modify employees' starting and leaving times and the number of hours worked.

8. LEAVE/VACATION

All employees are entitled to eighteen (18) days of privilege/vacation leaves, twelve (12) days of sick leave in a calendar year and three (3) personal days in a calendar year. Privilege leave may be accumulated up to a maximum of forty-five (45) days. Any privilege leave over and above this limit shall lapse. All privilege leaves must be approved in advance by the Head of HR for Vertafore India.

9. CONFIDENTIALITY

During the subsistence of this Agreement you will have access to Confidential Information. You hereby represent and warrant that at all times hereafter you will maintain the confidentiality of all Confidential Information. You will not, either directly

or indirectly, make any disclosure of Confidential Information to any third party, or make any use of Confidential Information, for your own benefit or the benefit of any third party, without the Company's prior written consent. You shall maintain proper and secure custody of all Confidential Information and use your best endeavours to prevent the use or disclosure of the Confidential Information by or to third parties. In the event that you are requested pursuant to, or required by, applicable law, regulation or legal process to disclose any of the Confidential Information, you will notify the General Counsel of Vertafore, Inc. promptly (but no later than five (5) days from receipt of such request) so that the Company may seek an injunctive order or other appropriate remedy or, in the Company's sole discretion, waive compliance with the terms of this Agreement. In the event that no such injunctive order or other remedy is obtained, you agree to furnish only that portion of the Confidential Information which you are advised by legal counsel or are legally required and will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to the Confidential Information. As remedies at law may be inadequate to protect the Company against any actual or threatened breach of this policy, the Company shall have the right to injunctive relief in the Company's favor with respect to any breach of this provision without proof of irreparable harm.

10. NON-COMPETITION

You agree and acknowledge that your services are unique and extraordinary. You also acknowledge that your position will give you access to Intellectual Property and Confidential Information of substantial importance to the Company. During the Term of this Agreement, you shall not (except with the Company's prior written consent) be employed or render services for any entity other than any of the Company or directly or indirectly engage in any activities that are competitive with or detrimental to any business conducted by the Company or its Affiliates. Further, in consideration of the compensation/ remuneration payable to you under this Agreement, if during the subsistence of this Agreement your employment with the Company is terminated, you will not, at any time prior to the expiry of a period of one (1) year after the date on which your employment with the Company terminates (the "**Non-Competition Date**"), directly or indirectly engage in any activities within India that are competitive with any business conducted by the Company within India. The prohibitions set forth in this clause shall apply to such activities, whether as owner, employee, independent contractor, partner, consultant, investor, lender or otherwise, and whether acting alone or together with others.

11. ASSIGNMENT OF INTELLECTUAL PROPERTY

You irrevocably, absolutely and perpetually assign to the Company worldwide rights in respect of all your right/s, title/s, and interest/s under any statute or common law including patent rights; copyrights including moral rights; trademarks, designs, anywhere in the world, whether negotiable or not in respect of your contribution/s, free from encumbrances of any kind for the full term of each and every such right, including renewal or extension of any such term. All of the Intellectual Property (created solely or jointly with others) given, disclosed, created, developed or prepared in connection with your employment with the Company shall be deemed to be works and/or inventions developed in the course of your employment with the Company within the meaning of the copyright laws of all jurisdictions, including and without limitation, India, and the Company shall be deemed to be the sole author thereof in all jurisdictions for all purposes. If under any applicable law, any results and proceeds of your services during the Term are not deemed to be works/ and or inventions developed in the course of the employment with the Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to

you under such applicable law, you hereby assign and transfer to the Company any/all right/s, title/s and interest/s in such works and/or inventions. You further irrevocably, absolutely and perpetually assign to the Company worldwide rights in respect of (i) any licenses, permissions and grants in connection with any Intellectual Property therewith; (ii) applications for any of the foregoing and the right to apply for them in any part of the world; (iii) right to obtain and hold appropriate registrations in Intellectual Property and, (iv) all extensions and renewals thereof (v) Causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

12. RETURN OF COMPANY PROPERTY

Upon the termination of your employment with the Company, you will promptly return to the Company all Company's property and all material or documents containing Confidential Information, including without limitation, all computers (including laptops), cell phones, keys, PDAs, blackberries, credit cards, facsimile machines, sound systems, stereo equipment, televisions, card access to any Company building, customer lists, computer disks, reports, files, memoranda, records and software, computer access codes or disks and instructional manuals, internal policies, and other similar materials or documents which you received or prepared or helped prepare in connection with your employment with the Company. You will not retain any copies, duplicates, reproductions or excerpts of such material or documents. You further agree to take all necessary actions, if required by and at the cost of the Company, to vest such property rights in the Company.

13. NON-SOLICITATION

During the Term of this Agreement and for one (1) year thereafter, you shall not directly or indirectly solicit or encourage any Contractual Person, as defined in this Agreement, to enter into or become the subject of any direct or indirect contractual or employment arrangement with you or with any third party, business or enterprise with which you are or may become directly or indirectly affiliated.

14. EQUITABLE RELIEF

You agree that the restrictions contained in the foregoing clauses are fair and reasonable and necessary for the protection of the legitimate business interests of the Company and that the Company would not have entered into this Agreement without the inclusion of such restrictions. Moreover, you recognize and expressly acknowledge that these restrictions grant the Company only such reasonable protection as is necessary to preserve the legitimate business interests of the Company. You further acknowledge and agree that any breach by you of the covenants and agreements contained in the foregoing clauses herein will result in irreparable injury to the Company for which money damages could not adequately compensate the Company. Therefore, in the event of any such breach, the Company shall be entitled (in addition and without prejudice to all other remedies in law or equity available to them) to equitable relief by way of restraining order, injunction or other order to enforce this Agreement. The existence of any claim or cause of action that you have against the Company shall not constitute a defense or bar to the enforcement of such covenants. If it is determined by a court of competent jurisdiction that any restriction contained in the foregoing clauses herein is unreasonable or unenforceable under the law, it is the intention of the Parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by law.

15. TERMINATION

A. "Workman" Category Employees: Employees who fall within the definition of 'workman' as provided under the Industrial Disputes Act, 1947 ("IDA") shall be terminated in accordance with the provisions of the IDA.

B. Other Employees: Employees other than workmen may be terminated in the manner detailed below:

1. **Termination during Probation:** During the probation period under clause 3, the Employee's employment may be terminated without any notice by the Company. However, if the probation period is extended beyond 6 months', the Company may terminate your employment by giving you one (1) months' notice or payment in lieu thereof.
2. **Termination without Cause:** Either Party may terminate this Agreement by giving two (2) months of notice (or 44 working days) to the other Party. During the aforesaid notice period, whether such notice is given by you or the Company, the Company may require you to serve all or part of the notice period from your home and the Company shall be under no obligation to provide you with any work to be done for the Company during such period. All terms and conditions of your employment will continue to apply during such notice period. The Company may also terminate your services with immediate effect by paying you two (2) months of salary, in lieu of notice, without assigning any reason.
3. **Termination with Cause:** Notwithstanding the contents of sub-clause 2 above, the Company may terminate this Agreement at any time during the Tern, without prior notice or payment for any one or more of the following reasons:
 - (a) serious misconduct including behaviour (whether on or off duty) which is likely to bring the Company into disrepute or is unbecoming of a person entrusted with your status, responsibilities and confidence;
 - (b) material violation of any provision contained in any of the policies of the Company notified from time to time and copies of which have been provided to you;
 - (c) material breach of any provision in this Agreement including, specifically (but not limited to any breach of clauses 9, 10, 11 and 13).
4. If this Agreement terminates you shall have no right to receive any further compensation, other than accrued salary, accrued but unused vacation pay, and approved but unreimbursed expenses or benefits that are owed to you as of the date the Agreement is terminated. Further, on termination of your employment, for any reason, the Company will be entitled to deduct from amounts owed to you, any amounts you owe to the Company or to any Affiliate of the Company.

16. TAXES

If, and to the extent that, the receipt by you of any amounts of benefits (including employee benefits), perquisites or similar items provided or to be provided under

this Agreement is determined by the applicable taxing authorities to constitute compensation taxable to you, you shall be responsible for the payment of any and all taxes imposed upon you in respect thereof and shall not be entitled to reimbursement therefore from the Company or to any increase in your compensation hereunder by reason thereof. The Company may withhold from any amounts payable under this Agreement such taxes as may be required to be withheld pursuant to any applicable law or regulation in India.

17. VARIATION

The Company reserves the right to vary any of the terms and conditions of this Agreement at any time in its reasonable discretion.

18. ASSIGNMENT

This is a personal service contract and shall not be assigned by you but may be assigned by the Company to any of its Affiliates.

19. ENTIRE AGREEMENT

This Agreement along with the Company's policies as and when the same is formulated constitutes the entire agreement between you and the Company with respect to your employment with the Company and cannot be changed or terminated orally. Upon commencement of the Term hereof, this Agreement supersedes any prior or contemporaneous written or oral agreements between you and the Company or its Affiliates. No modification or waiver of any of the provisions of this Agreement shall be effective unless in writing and signed by both you the Company.

20. SEVERABILITY

If any provision of this Agreement is held to be unenforceable by a court, the remaining provisions shall remain valid, binding and in full force to the maximum extent possible. If a court determines that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unenforceable.

21. NO-WAIVER

No failure on the part of either Party to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise on any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Without limiting the generality of the foregoing, you hereby acknowledge and agree that the Company entering into this Agreement shall not be deemed a ratification of your past conduct nor a waiver of any of Company's rights, remedies, or contentions, all of which are expressly reserved.

22. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of India, without regard to conflicts of laws. The Parties agree to the exclusive jurisdiction and venue of the civil courts in Hyderabad for the resolution of all disputes arising under this Agreement.

23. NOTICES

All notices and other communications required by this Agreement must be in writing and will be deemed to have been duly given only if delivered personally or mailed. Notices delivered personally shall be deemed received on the date delivered; notices delivered by certified or registered mail, return receipt requested, shall be deemed received five (5) days after posting of the same. Notice to you shall be sent to you to the address to which this letter is addressed and notices to the Company shall be addressed to the Head of HR for Vertafore India. Each Party shall inform the other with regard to any changes to the address to which the Notices under this clause have to be delivered.

24. REPRESENTATIONS

This Agreement has been offered to you based on your representation that as of the commencement of your employment with the Company and throughout the Term, you are not and will not be under any written or oral agreement, nor have you have at any time entered into an agreement, non-competition covenant, non-disclosure agreement, or any similar agreement, covenant, understanding, or restriction, with any other person, firm, or corporation, which would or could in any manner preclude or prevent you from giving freely, and the Company receiving, the exclusive benefits of your services.

In the event that any of your statements/ particulars furnished are found to be false or misleading, the Company shall have the right to terminate your services forthwith without giving any notice, notwithstanding any other terms and conditions stipulated herein.

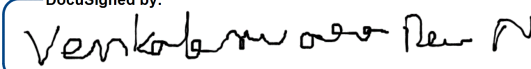
Please confirm your acceptance of the terms of this Agreement by signing the duplicate in the appropriate place and returning it to the undersigned.

We welcome you warmly to the Company and hope that your association will be a long and mutually rewarding experience.

Yours sincerely,
Kelly Johnson

Authorized Signatory
For Vertafore India

Agreed and Accepted:

DocuSigned by:

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Date: 11/21/2019 | 9:48 AM MST

Certificate Of Completion

Envelope Id: AC68BBAA5AA64C4494285874E0CB23A9

Status: Sent

Subject: Vertafore Offer Letter

Today:

Address:

City:

State:

Zipcode:

Candidate First Name:

Candidate Last Name:

Congratulations:

Congratulations 2:

Source Envelope:

Document Pages: 11

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

Sydney Werner

AutoNav: Enabled

999 18th St

Envelopeld Stamping: Enabled

Suite 400

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Denver, CO 80202

swerner@vertafore.com

IP Address: 204.98.84.226

Record Tracking

Status: Original

Holder: Sydney Werner

Location: DocuSign

11/21/2019 8:44:16 AM

swerner@vertafore.com

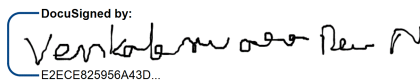
Signer Events

Venkateswara Rao Neppalli

vnepalli@vertafore.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

E2ECE825956A43D...

Signature Adoption: Drawn on Device

Using IP Address: 205.216.29.100

Timestamp

Sent: 11/21/2019 8:46:23 AM

Viewed: 11/21/2019 9:47:39 AM

Signed: 11/21/2019 9:48:34 AM

Electronic Record and Signature Disclosure:

Accepted: 11/21/2019 9:47:39 AM

ID: b5b4caef-de84-447a-9814-19be6937cd07

Kelly Johnson

kelly.johnson@vertafore.com

Security Level: Email, Account Authentication
(None)

Sent: 11/21/2019 9:48:35 AM

Electronic Record and Signature Disclosure:

Accepted: 1/8/2019 6:12:29 PM

ID: ff385f2b-436d-412f-a4a3-aebf3bd646ac

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
HR Employee Services employeeservices@vertafore.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Trina Wardell twardell@vertafore.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Erica Miller erica.miller@vertafore.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/21/2019 9:48:35 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

CONSUMER DISCLOSURE

From time to time, Vertafore HR (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree"™ button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent"™ form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Vertafore HR:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: wsmith@vertafore.com

To advise Vertafore HR of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at wsmith@vertafore.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from Vertafore HR

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to wsmith@vertafore.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Vertafore HR

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to wsmith@vertafore.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

Acknowledging your access and consent to receive materials electronically

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