

NeuGroup Membership Agreement

Overview

This NeuGroup Membership Agreement (“Agreement”) describes your rights and obligations with respect to the use of the services provided by The NeuGroup, Inc (“NeuGroup”) in connection with your NeuGroup Membership specified herein. Your membership will deliver a different experience, depending on who you are and your membership type, for example:

1) If you fit an existing group profile and get current member approval:

- NeuGroup Member status for the duration of your pilot, digital, guest or regular membership, With NeuGroup Member status, you get:
 - An invitation to the regular group meetings or their virtual-edition on Zoom (or equivalent virtual meeting platform)
 - Access to the peer group community
 - Participation in interim peer group virtual sessions
 - Invitations to relevant, cross-group members-only interactive sessions on timely topics, which are typically 60-90 minute Zoom (or equivalent) meetings
 - Opportunities to join member working groups

2) If you do not qualify for NeuGroup Member status, you will be:

- Connected by NeuGroup™ to peers to share and learn for mutual success in your careers, collaborate on priority projects, topics of interest or solutions you are seeking in common
- Evaluated to see if you qualify to participate in the NeuGroup for HiPos (high potentials) on Slack or an equivalent platform and invited to join if you do
- Given priority to become a full NeuGroup member for new peer groups formed

And, of course, everyone can sign-up for NeuGroup Insights.

For purposes of this Agreement,

- Any individual who is fully admitted into a NeuGroup Peer Group (as that term is defined below) will be referred to as a “Member”
- Any individual Member who is admitted to a NeuGroup Peer Group on a temporary, trial basis will be referred to as a “Guest Member”, unless they are employed by a “Member Company”

(see below) of the group in question, in which case they will be considered as an "Additional Member" subject to the same conditions of the primary Member

- Any individual who is invited to pilot a new NeuGroup Peer Group will be referred to as a "Pilot Member" and be treated as a prospective "Member" for that group
- Any individual who is not admitted to a NeuGroup Peer Group or pilot will simply be referred to as a "Digital Member"
- Any company or entity that employs a Member, Guest Member, Pilot Member or Digital Member will be referred to as a "Member Company."
- Any company or entity that has a Corporate Membership to the NeuGroup Network will be referred to a "Network Member Company."

By participating in NeuGroup member activities you are agreeing to abide by and be bound by this Agreement. If you have any questions about this Agreement, please contact memberservices@neugroup.com.

Who We Are.

NeuGroup (referred to herein as "we," "us," "our" and similar words) is a membership organization that creates opportunities for corporate financial professionals to share and learn, exchange knowledge and provide support to one another via in-person meetings, virtual/web meetings, phone calls, online community sites, research surveys and via editorial content. We also distill insight from these exchanges to promote mutual success.

Who You Are.

References to "you," "your" and similar words in the Agreement refer to the Member or Guest who has joined our Membership directly or joined our Membership via the primary account holder of a Member Company or Network Member Company and therefore are agreeing to be bound by this Agreement.

What We Provide.

The NeuGroup facilitates knowledge exchange among its Members in a systematic way called The NeuGroup Process™, which involves connecting corporate finance and treasury professionals for knowledge exchange and distilling insight from those exchanges to help them succeed. We conduct this process via but not limited to the following "Member Activities":

- a. Member access to the NeuGroup Network**, our networking platform, curated by our knowledge exchange leaders to attract leading finance and treasury professionals looking to share and learn for mutual success.
- b. Facilitated, Connected by NeuGroup™ introductions to and knowledge exchange opportunities with:**
- members and their connections to collaborate, benchmark, problem-solve or be solution finder/development partners with
 - professionals knowledgeable about or with experience on your projects and priorities to get them done faster, better and at less cost
 - peers, members and alumni to mentor, coach, refer, train or advise you and advance your professional development

NeuGroup uses research and profile information about Members to connect them with other members via email, phone, community or other introductions for general sharing and learning, project collaboration, benchmarking, or other networking purposes.

- c. Periodic (minimum monthly) virtual sessions with your primary peer group(s), eligible cross-group interactive sessions and sub-groups conducted using leading web-meeting tools**
- d. Annual or twice-yearly in real life meetings**, (IRL) one to two-days in duration (depending on your group) with your peer group. NeuGroup may also with member input may also choose to conduct meetings with more than one peer group to promote cross-group knowledge exchange and networking. NeuGroup produces IRL Peer Group Meetings or their equivalent in virtual form via web video conference when in-person meetings are not possible due to health and safety or other restrictions. To ensure that all Members engage in knowledge sharing, the Peer Group Meetings are limited in size. NeuGroup staff lead the agenda development, facilitate the meetings, coordinate meetings and pre or post meeting dinner and/or other social activity logistics, prepare meeting materials and third-party meeting materials. In general, Members are entitled to attend two in-person Peer Group Meetings of the Peer Group they have joined per year at a predetermined location with the following exceptions: members of the Latin America Treasury Peer Group (LatamTPG), the Bank Treasurers' Peer Group (BankTPG) and the ERM Peer Groups are entitled to one in-person meeting per year.
- e. Special invitations to NeuGroup Network Member In Real Life Events** (cross group IRL meetings) as applicable with your membership and the guidelines and demographic of the event that will be subject to NeuGroup's sole discretion. These IRL meetings may also conducted in virtual form via web video conference when IRL meetings are not possible due to health and safety or other restrictions.
- f. Access to relevant NeuGroup Exchange** online communities for your peer group(s), sub-groups or network-wide knowledge exchange, training and development.

- g.** Insight from every exchange distilled by NeuGroup leaders and our content team, distributed via **NeuGroup Exchange** communities and published in **NeuGroup Insights** our flagship email newsletter and website feed.
- h. Access to NeuGroup Peer Research.** NeuGroup surveys Members about topics that are important to their professional practices within Finance and Treasury. Our research also profiles what you as Members want to know more about and what you are knowledgeable about. The Peer Research informs the Agenda of each Peer Group Meeting and Connections by NeuGroup. NeuGroup will periodically distribute the results of the research either at the Peer Group Meetings and/or via posts in the Peer Group Online Community Site. In addition, **NeuGroup Peer Research** access may include:
- Periodic surveys of member projects and priorities, systems, people and organizations with access to the results/data from them
 - Use of the NeuGroup Platform to facilitate your own benchmarking and research interests (subject to fellow member opt-in).
- i. After each Peer Group Meeting/Exchange: Summary Posts and Reports.** NeuGroup publishes insight posts, articles and summary reports outlining key takeaways and insights from the agenda development, Peer Research, the meetings and other exchanges. In order to increase the openness of discussion, NeuGroup will not mention the identity of Members or Member Companies nor any other meeting participants within Posts, Peer Group Meeting Summary Articles and Reports unless NeuGroup has the express permission of such Members, Member Companies or other participants. Members and Guest Members may distribute posts, summary articles and reports to fellow employees within their Member Companies.
- j. For non-Peer Group Members:**
- 1. Online Community Site.** NeuGroup hosts the NeuGroup for HiPos (high potentials) on Slack or an equivalent platform community and to connect eligible Digital Members to share and learn from each other. NeuGroup will periodically facilitate knowledge exchange among Digital Members and Peer Group Members, Partners, Alumni and other stakeholders. In addition, we will offer insight distilled from our other exchanges to help Digital Members develop, conduct mutual training and succeed.
 - 2. Digital Member Virtual Meetings, Conference Calls & Webinars.** From time to time, Digital Members may receive invitations to NeuGroup virtual meetings, webinars and conference calls.
 - 3. Connected by NeuGroup.** NeuGroup will also use our research and profile information about Digital Members to connect you with others and will explore the use of bots, search and other technology to assist with this process.

Membership Requirements.

- a. Payment of membership fee.** Digital Members, Pilot Members and Guest Members may participate for a limited period as defined separately and mutually agreed without payment. Otherwise each Member is required to pay the membership fee or have it paid on their behalf by their employer or another party as mutually agreed within 90-days of their "Paid Membership Start Date." The membership fee will be clearly indicated as part of the initial member invitation and at time of renewal. Each member will be invoiced individually or as part of group invoice with other members from their company as mutually agreed.
- b. Active Peer Group/Community Participation.** Members and Guest Members agree to participate in their Peer Group and contribute to planning meeting Agendas, participating in benchmark research, attend Peer Group Meetings, contribute to meeting discussions and otherwise share and learn at Peer Group Meetings. All Members, including Digital Members will contribute to the discussion and share and learn on their Community sites.
- c. Abide by The Chatham House Rule.** In order to increase the openness of discussion, all exchanges between all Members and between NeuGroup Members at in-person or virtual meetings, on conference calls or other Connected by NeuGroup exchanges and within any given Community site are held under The Chatham House Rule. Under The Chatham House Rule, Members, Digital Members, Guest Members and Pilot Members are free to use the information received at meetings and via their other Membership benefits, but neither the identity nor the Member Company affiliation of the Member, or that of any other participant, may be revealed without permission from the identified parties.
- d. Member Employment & Professional Title Requirements.** For an individual to be admitted to a given Peer Group, he or she must:

 - i. Be employed by a company that meets the requirements of that Peer Group (e.g., market capitalization, revenue, industry sector) or can contribute to that Peer Group's discussion in meaningful ways based on his/her professional experience.
 - ii. Have a professional title and level of responsibility within the company where he/she is or was employed that meets the requirement of that Peer Group (e.g., Treasurer, Assistant Treasurer, Regional Treasurer, CFO).
- e. Member Review of all prospective new Members.** Existing Members of any given Peer Group will review and may confidentially raise to NeuGroup any concerns they may have about admitting any prospective new Member into the group.
- f. Membership is by invitation only.** In order to curate Peer Group membership rosters with an optimal mix of company-type/industry representation and experience among Members, NeuGroup reserves the right to accept or reject all Membership applications in its sole discretion.

g. Permission to use personal data. In order to participate in Member Activities, you grant NeuGroup the right to collect and maintain personal data related to your work and professional profile in order to assess your eligibility for the NeuGroup Network, a NeuGroup Peer Group or other Member Activities, plus to be Connected by NeuGroup to others engaged in Member Activities. In addition, as a Member you grant us permission to communicate with you by phone, mail, email and other electronic means related to Membership Activities. As a Member you also grant us permission to send you **NeuGroup Insights** our email newsletter that includes content sourced from Member Activities, unless you opt out, which you and may do so at any time.

Membership Renewals.

- a. Members will be granted an opportunity to renew their Membership for a 12-month period on the anniversary of their Paid Membership Start Date or as otherwise mutually agreed in writing.
- b. If a Member ceases to meet any of the Peer Group Membership requirements outlined in Section 5, the Member Company's primary account holder may transfer the Member's Membership to another person within their company that meets the Peer Group Membership Requirements.
- c. If any given Member Company ceases to meet the company requirements for any given Peer Group (e.g., market capitalization, revenue, industry sector), NeuGroup reserves the right in its sole discretion not to renew membership for the Member of that Member Company.

Peer Group Meeting Substitution Attendance Policy & Procedure.

- a. If a Member cannot attend a Peer Group Meeting, Members or the primary account holder of a Member Company may propose an appropriate prospective substitute from the Member Company to attend the Peer Group Meeting.
- b. NeuGroup reserves the right to prohibit substitutions due to Member preferences, to protect the integrity of Chatham House Rules or for other reasons that may come up.

Peer Group Guest Membership Policy.

- a. NeuGroup reserves the right to invite and admit Guest Members, on a trial basis, into a Peer

Group. Guest Members must meet the eligibility requirements of any given NeuGroup Peer Group.

- b. Guest Members are allowed to attend one regular Peer Group Meeting or its virtual equivalent for any given Peer Group within a calendar year. For any given Peer Group, Guest Members will be invited, on a trial basis, to that Peer Group's community site.
- c. Existing Members of any given Peer Group will have the opportunity to review the admission of prospective Guest Members. Existing Members will be given the opportunity to confidentially voice opposition to the prospective Guest Member directly to NeuGroup.
- d. The term of any given Guest Membership is at the sole discretion of The NeuGroup.

Peer Group Meeting Sponsors & Other Non-Member Participation.

- a. NeuGroup may, at its own discretion, secure Peer Group Meeting or other meeting sponsorships that help fund the costs associated with producing Peer Group or other Meetings. Sponsors will be permitted to present at the Meeting on a topic that adds to the Members' knowledge. A limited number of sponsor representatives will be allowed to attend select parts of Meetings at the sole discretion of NeuGroup.
- b. Section a above does not apply to the Treasurers' Group of Mega-Caps Peer Group (tMega) or any Peer Group where a majority of Members agree to increase their Membership fees so as to offset anticipated sponsor revenues.
- c. In consultation with Members, NeuGroup may, for any given Peer Group, invite non-Members to participate at a Peer Group Meeting (e.g., as a speaker or guest facilitator).

Peer Group Meeting Formats and Travel & Expense Policy.

Except as otherwise expressly agreed to by NeuGroup, each Member shall bear all of his/her own costs and expenses related to Membership, including, but not limited to, all travel, hotel and other expenses associated with Member's participation in Peer Group Meetings and other activities related to Membership.

Intellectual property of NeuGroup & Content Distribution Limitations.

- a. You do not acquire any ownership rights in or to any of our intellectual property by accessing or using NeuGroup Services. You may not take, copy or use for any purpose (a) the name "NeuGroup" or any of our other business names, trademarks, service marks, logos, trade dress, other identifiers or other intellectual property; or (b) any modified, altered or similar versions of the same.
- b. You may not use any content, data or other information or materials you receive or access in connection with NeuGroup to solicit any of NeuGroup's customers or partners, or other individuals or entities you encounter in connection with your Membership within a NeuGroup Peer Group or other type, in a manner that could be considered in NeuGroup's reasonable discretion to be competitive or harmful to NeuGroup's business or reputation.

Continuing Education Credits.

NeuGroup is an approved NASBA sponsor and NeuGroup in-person meetings are pre-approved for NASBA Continuing Professional Education (CPE) credits. NeuGroup will provide appropriate certification for CPE upon request. NeuGroup will also provide letters of confirmation and provide reasonable supporting documentation for other continuing education accreditations. NeuGroup does not guarantee that NASBA, nor by other continuing education governing body, will accept attendance at NeuGroup meetings for CPE credits.

Passwords.

Members agree not to reveal their Community site passwords, other passwords or other access credentials to anyone else (or let them use their account on the Community Site), even if such other individual is associated with your Member Company. You are responsible for maintaining the confidentiality of your password and security of your Account. If you believe someone may have used your Account without your authorization, please change your password and contact us at memberservices@neugroup.com.

Membership Term.

- a. **Members:** Your Membership lasts for a duration of 1-year unless otherwise agreed in writing
- b. **Guest Members, Digital Members and Pilot Members:** Your Membership lasts for a trial period that will start and end on dates determined at the sole discretion of NeuGroup.

Disclaimer; No Warranty.

ALL INFORMATION AND OTHER MATERIALS DISTRIBUTED, PROVIDED OR UTILIZED BY

NEUGROUP AND BY MEMBERS, SPONSORS AND OTHER PARTICIPANTS ARE “AS-IS” AND INTENDED TO PROVIDE MEMBERS WITH USEFUL INSIGHT ON THE SUBJECT MATTERS THAT ARE IMPORTANT TO MEMBERS. HOWEVER, NEUGROUP PROVIDES NO WARRANTY WITH RESPECT TO THE ACCURACY OR RELIABILITY OF THE INFORMATION AND OTHER MATERIALS DISTRIBUTED, PROVIDED OR UTILIZED BY NEUGROUP AND BY MEMBERS, SPONSORS AND OTHER PARTICIPANTS AND THEREFORE SUCH INFORMATION AND OTHER MATERIALS SHOULD NOT BE CONSIDERED AUTHORITATIVE OR ACTED UPON WITHOUT PROPER VETTING AND CONSULTATION WITH RELEVANT EXPERTS.

Limitation of Liability.

IN NO EVENT WILL EITHER NEUGROUP OR ANY MEMBER BE LIABLE TO EACH OTHER OR ANY OTHER MEMBER OR THIRD PARTY UNDER THIS AGREEMENT FOR LOST PROFITS, LOST REVENUE, LOST SALES, LOSS OF USE, LOSS OF DATA OR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, WHETHER OR NOT SUCH PARTY HAD ADVANCE NOTICE OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

Compliance with Policies.

Members agree to abide by, and shall have all applicable rights and obligations as set forth in, this Agreement and any and all additional policies and procedures adopted by NeuGroup, as may be amended from time to time by NeuGroup in its sole discretion.

Authority to Execute Agreement.

Member hereby represents, warrants and covenants (a) he/she has the authority to enter into this Agreement and to perform and abide by all obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any agreement to which Member is a party or by which he/she is otherwise bound; and (c) that this Agreement will constitute a legal, valid and binding obligation of Member, enforceable in accordance with its terms.

No Employment Relationship.

Nothing in this Agreement is intended to give rise to an employer-employee relationship, including, but not limited to the relationship between NeuGroup and any Member.

Publicity.

A Member may not make public announcements or press releases concerning its own activities as a Member without prior consent of NeuGroup. Any press release or other publicity concerning a Member made by NeuGroup shall be subject to that Member’s prior written consent. Once

approved, the press release statement or public announcement may be used by NeuGroup for the purpose of promoting the NeuGroup Services (or such purpose as is designated in the Member's consent) and reused for such purpose until such approval is withdrawn with reasonable prior written notice.

Entire Agreement.

This Agreement sets forth the entire understanding with respect to the NeuGroup Membership for Members, Digital Members and Guest Members and supersedes all prior agreements, representations and understandings relating hereto, unless otherwise stated in this Agreement.