

## **Idea Center CODE OF CONDUCT**

You have been invited to participate with the Idea Center. During the course of this event, you will be given information about privately held companies. The information provided to you may be material to the disclosing party and, therefore, in need of protection. Accordingly, by participating with the Idea Center, you agree to abide by the following terms:

1. To allow the parties to evaluate non-public and proprietary information for the purposes of determining whether to engage in a business relationship (the “potential transaction”), you will be provided certain non-public and proprietary business information related to the plans, prospects, products, properties, finances and operations of the disclosing party.

2. All non-public and proprietary information about a party (such as historical financial information, projections, business strategies and commercial contracts and relationships) furnished by a party or in response to requests for information or in the course of discussions between the parties regarding a potential transaction, together with all analyses, compilations, studies, summaries, extracts or other documents, whether prepared by the disclosing party or others, which contain or otherwise reflect such non-public and proprietary information is referred to as “Proprietary Information”. Information disclosed orally with an indication that it is confidential at the time of disclosure shall be Proprietary Information. Proprietary Information does not include, however, information which the receiving party can demonstrate (a) is generally available to the public other than as a result of a disclosure by the receiving party in breach of this Agreement, (b) was available to the receiving party on a non-confidential basis prior to its disclosure by the disclosing party from a person who is not actually known by the receiving party to be otherwise bound by a confidentiality agreement with the disclosing party, (c) becomes available to the receiving party on a non-confidential basis from a person other than the disclosing party who is not actually known by the receiving party to be otherwise bound by a confidentiality agreement with the disclosing party or prohibited from transmitting the information to the receiving party, or (d) is independently developed by the receiving party. As used in this Agreement, the term “person” shall be broadly interpreted to include, without limitation, any individual or any corporation, company, partnership or other association or entity.

3. You agree to use the Proprietary Information solely to evaluate the desirability of a potential transaction. Unless otherwise agreed to in writing by the disclosing party, you agree (a) except as required by law (including applicable securities laws), to use all reasonable efforts to keep all Proprietary Information confidential and to use all reasonable efforts not to disclose or reveal any Proprietary Information to any person other than those employed by you or acting on your behalf and directly participating in the evaluation of the potential transaction and who need to know the Proprietary Information for the purpose of evaluating the potential transaction, (b) to use all reasonable efforts to cause your representative(s) to observe the terms of this Code of

Conduct and (c) not to use Proprietary Information for any purpose other than in connection with the evaluation of a potential transaction. You acknowledge that you are responsible for any breach of the terms hereof by you or your representative(s) from unauthorized disclosure or use of Proprietary Information.

In addition, you agree that, without the written consent of the disclosing party, neither you nor your representative(s) will disclose to any other person the fact that the Proprietary Information has been made available to you, that discussions or negotiations are taking place concerning a possible transaction involving the parties or any terms, conditions or other facts with respect thereto (including the status thereof); provided, that you may make such disclosure as is required by law (in which event, to the extent practicable, you will consult with, and exercise in good faith all reasonable efforts to mutually agree with, the disclosing party regarding the nature, extent and form of such disclosure).

You agree not to use any Proprietary Information in violation of applicable securities laws. You agree to advise your employees and representatives who are informed of the matters that are subject to this Code of Conduct, of the restrictions imposed by relevant securities laws on the purchase and sale of securities by any person who has received material, non-public information from the issuer of such securities and on the communication of such information to any other person when it is reasonably foreseeable that such other person is likely to purchase or sell such securities in reliance upon such information.

4. If you determine that you do not wish to proceed with the potential transaction, you will promptly notify the disclosing party of that decision. In that case, or in the event that a potential transaction is not consummated, or in the event that the disclosing party at any time prior to the closing of the potential transaction so requests, then, within thirty business days of such notice, event or request, (i) you will deliver to the disclosing party, or destroy, all Proprietary Information (and all copies thereof) furnished to you or your representative(s) by the disclosing party, and (ii) all other Proprietary Information prepared by you or your representative(s) based, in whole or in part, upon Proprietary Information provided by the disclosing party shall be destroyed and no copy thereof shall be retained; provided, however, that notwithstanding the foregoing, one copy of all Proprietary Information may be kept by your legal department or outside attorneys for archival purposes. Notwithstanding the return or destruction of the Proprietary Information, you and your representative(s) will continue to be bound by the obligations of confidentiality and other obligations under this Code of Conduct.

5. Neither this Code of Conduct nor the delivery of Proprietary Information shall grant you or your representative(s) any license to use the disclosing party's Proprietary Information except as provided in this Code of Conduct.

6. You shall disclose any known conflict of interest and shall avoid receiving any Proprietary Information, participating in any decision or advocating for or against any transaction in which you, an immediate family member or representative have a conflict of interest. When you learn that a potential transaction presents a real or potential conflict of interest, you must make an immediate, full disclosure to the Idea

Center and must immediately return or destroy any Proprietary Information in your or your representative's possession. You shall not participate in any discussion of or decision on the matter in which you have a conflict of interest.

All participants will sign the Idea Center Code of Conduct indicating that they have received a copy of it, understand it, and will comply with this code.

Please indicate that you have received, read, and will abide by this Code of Conduct by signing your name and returning it to the appropriate Idea Center designee.

**ACKNOWLEDGMENT**

I certify that I have received, read, and will abide by Idea Center Code of Conduct.

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