



Welcome to Intellex

Thank you for your partnership! We are proud to have you as part of our team and look forward to a long and rewarding relationship. While this handbook cannot anticipate every situation and should not be considered allinclusive, it is developed with the intent to communicate Intellex's company overview, commitment to integrity, and guidelines. As an independent contractor of Intellex, you exercise independent control of how you approach the terms of the engagement agreement and statement of work. You are encouraged to familiarize yourself with the contents of this document as it relates to the integrity and guidelines of Intellex and our clients.

Intellex's guidelines explained in this handbook may be changed from time to time as business, legislation and economic conditions dictate. This handbook is effective for Intellex as of November 1, 2021.

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Ethics and Standard of Conduct

Reporting Suspected Data Integrity Issues

Intellex recognizes when our expert contractors work with our clients, many may have access to client data, and as a result, may identify potential data integrity issues (e.g., potential fraud or other misconduct). While Intellex does not control client data and, unless it is part of the project, is not responsible to identify data integrity issues, expert contractors who do identify concerns should immediately report the concern to the client and keep a record documenting to whom you reported it to and details of what happened and when.

Confidential and Proprietary Information

Our clients entrust Intellex with important information relating to their businesses. The nature of this relationship requires the maintenance of confidentiality. In safeguarding the information received, Intellex and its expert contractors earn the respect and further trust of our clients. Therefore, expert contractors must not disclose any confidential or proprietary information of the Company, clients or prospective customers to any person or entity other than those persons or entities who are authorized to receive such information in order to further the business of Intellex. Confidential and proprietary information includes, but is not limited to, trade secrets, customer lists, any information encompassed in any research and development, reports, investigations, work-in progress, drawings, designs, plans, proposals, codes, marketing and sales programs, financial projections, costs summaries, pricing formula, and all concepts or ideas, materials or information related to the business or sales of Intellex or its clients and prospective customers which has not previously been released to the public by authorized representatives of Intellex. Expert contractors are expected to maintain the confidentiality of all such information before, during, and after their project.

Conflict of Interest

Intellex is engaged in a variety of activities that have the common goal of promoting the interests of our clients and the Company. The Company's reputation and relationship with outside organizations and individuals are of utmost importance. Expert contractors at all levels throughout Intellex are prohibited from engaging in any activity, practice or conduct which conflicts, or appears to conflict with the interests of the Company, its clients, or customers. Expert contractors are expected to operate in a positive and ethical manner and avoid activities that in any manner disrupts, undermines, or impairs Intellex's relationships with any existing or prospective clients, customers, or any outside organization, person, or entity with which the



Company has or proposes to enter into an arrangement, agreement, or contractual relationship of any kind.

Conduct

Intellex is committed to maintaining a respectful workplace that strictly prohibits any type of harassment and discrimination. While conducting business related to the Intellex project, expert contractors should conduct themselves professionally and respectfully. Normal standards of courtesy and consideration for others should be observed in all your interactions with Intellex experts, contractors, clients, and others who transact business with our Company.

Any expert contractor who believes he/she (or another Intellex expert) has been subjected to any type of harassment or discrimination should promptly report the incident to Human Resources by emailing <u>humanresources@intellex.com</u>, or by contacting his/her Intellex representative.

Client Relations

The success of Intellex depends upon the quality of the relationships between Intellex, experts, contractors, clients, vendors, and the general public. Our clients' impression of Intellex and their interest and willingness to do business with us is greatly formed by the expert contractors who serve them. Here are several things you can do to help us give customers a good impression of Intellex:

- Communicate with clients in a courteous, professional, and respectful manner.
- Follow up on orders and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner.
- Protect confidentiality. Do not share financial information, proprietary knowledge, intellectual property of clients' and/or of Intellex's, or any other company performance details not meant for the public.
- Be aware of your association with Intellex in online social networks and remember that content you post may not only be a reflection of you, but Intellex as well.

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Payment and Expense Reimbursement

Intellex processes payment to expert contractors in accordance with the terms detailed in the engagement agreement.

When it is anticipated that an expert contractor will incur expenses during execution of their project, these expenses must be detailed in the engagement agreement or statement of work. Only pre-approved expenses in said documents will be reimbursed by the client or Intellex. When expert contractors have approved reimbursable expenses, he/she must follow the process designated by the Intellex account team.

Task(s)	Responsible Party	Reviewer
Experts submit an Expense Report via the Company software, accompanied by receipts, for reimbursement of their expenses.	Intellex Expert	Intellex Account Team
Expense Reports can be submitted as the charges are incurred. It is recommended that Expense Reports are submitted no later than the last day of the month in which the charges were incurred. A printed and signed expense report must be accompanied by receipts and sent to the appropriate Project Accountant to be considered for payment.	Intellex Expert	Intellex Account Team
Personal vehicle use is reimbursed when pre- approved and detailed in the Statement of Work, Work Order, or Engagement Agreement. Unless otherwise required by state law, Experts are not reimbursed for mileage if their assignment involves working predominately from their residence, with occasional travel to a local Client Company site.	Intellex Expert	Intellex AccountTeam
Reimbursement checks are distributed on the paycheck following approval by the Accounts Payable department.	Intellex Expert	Intellex AccountTeam
Pay for travel time may apply if the expert is non- exempt or otherwise specified in the engagement agreement. In this scenario, please notify Intellex prior to any travel.	Intellex Expert	Intellex AccountTeam

Submitting fraudulent receipts, personal expenses, or falsifying your expense report may result in the cancellation of projects or contracts.

Airfare - Travelers are expected to obtain the lowest available airfare that reasonably meets business travel needs. First-class tickets are not reimbursable. Coach class or economy tickets must be purchased for



domestic or international flights with flight times totaling less than five consecutive hours excluding layovers. A higher-priced coach ticket cannot be purchased for a subsequent upgrade in seating. A less-than-first-class ticket (i.e., business class) may be purchased at the Company's discretion for domestic or international flights with flight times exceeding five consecutive hours excluding layovers.

Automobile (personally owned—domestic travel) - A valid driver's license and personal automobile insurance are required for expenses to be reimbursed. Drivers should be aware of the extent of coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature.

Automobile (rental—domestic travel) - Reimbursement for a rental vehicle is authorized only if the rental vehicle is more economical than any other type of public transportation, or if the destination is not otherwise accessible. The Company authorizes reimbursement for the most economic vehicle available. In certain circumstances larger vehicles may be rented, with prior supervisory approval. Drivers must adhere to the rental requirements, and restrictions must be followed. Drivers should be aware of the extent of a coverage (if any) provided by his or her automobile insurance company for travel that is business or not personal in nature. Travelers are encouraged to fill the gas tank before returning the vehicle to the rental agency to avoid service fees and more expensive fuel rates.

Lodging (commercial) - The Company will reimburse lodging expenses at reasonable, single occupancy or standard business room rates. When the hotel or motel is the conference or convention site, reimbursement will be limited to the conference rate.

Business meals - Reasonable meal expenses (including gratuities up to 20%) may be reimbursed. Expense reports including a description of the business purpose or project/task work performed, itemized receipts, and a list of attendees is required.

Parking - Receipts are required for parking fees (including airport parking) totaling \$25 or more. The lodging bill can be used as a receipt when charges are included as part of the overnight stay.

Miscellaneous transportation - Receipts are required for taxi, bus, subway, metro, ferry, and other modes of transportation if costs are \$25 or more for each occurrence.

Non-reimbursable Travel Expenses – Not all expenses will be considered for reimbursement, for example: club memberships, airline upgrades, childcare,



house-sitting, pet-sitting/kennel charges, commuting between home and the primary work location, costs incurred by traveler's failure to cancel travel or hotel reservations in a timely fashion, clothing, personal grooming, laundry services, personal entertainment expenses, purchase of additional travel insurance. When in doubt, seek approval before incurring the expense.

Former Experts

Depending on the circumstances, Intellex may consider a former expert contractor for additional projects. To be eligible for consideration, a former expert contractor must have completed the previous contract in good standing.

IT / Security Policies – Laptops, PCs & Mobile Phones

This policy describes the controls necessary to safeguard confidential information and minimize information security risks affecting laptops, personal computers and mobile phones that contain Intellex or Intellex client information. If/when using client issued equipment or accessing a client's systems, you must also comply with any client-specific policies related to document security safeguards, storage, and confidentiality.

All computer systems face information security risks. Laptops and mobile phones are an essential business tool, but their portability makes them particularly vulnerable to physical damage or theft. The impacts of such breaches include not just the replacement value of the hardware but also the value of the Intellex or client specific data on them, or accessible through them. Information is a vital Intellex asset. We depend very heavily on our computer systems to provide complete and accurate business information when and where we need it. The impacts of unauthorized access to or modification of important and/or sensitive Intellex or client specific data can far outweigh the cost of the equipment itself.

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Physical Security Controls

- The physical security of your laptop and mobile phone is your personal responsibility so take all reasonable precautions. Be sensible and stay alert to the risks.
- Keep your laptop and mobile phone in your possession and within sight whenever possible, just as if it were your wallet or handbag. Be extra careful in public places such as airports and restaurants.
- If you must leave a laptop or mobile phone temporarily unattended in the office, meeting room or hotel room, even for a short while, use a laptop security cable or similar device to attach it firmly to a desk or similar heavy furniture. These locks are not very secure but deter casual thieves.
- Lock the laptop or mobile phone out of sight when you are not using it. This applies at home, in the office or in a hotel.
- Never leave a laptop and mobile phone visibly unattended in a vehicle. If necessary, lock it out of sight in the trunk or glove box however it is generally much safer to take it with you.
- Carry and store the laptop and mobile phone in a padded computer bag or strong briefcase to reduce the chance of accidental damage. An ordinary-looking briefcase is also less likely to attract thieves than an obvious laptop bag.
- Keep a note of the make, model, and serial number and, if applicable, the asset label of your laptop, PC, and mobile phone. Do not keep this information with the laptop, PC, and mobile phone. If it is lost or stolen, immediately notify law enforcement and inform Intellex Manager as soon as practical (within hours, not days).

Virus Protection

- Viruses are a major threat to Intellex and laptops, and PCs are particularly vulnerable if their anti-virus software is not kept up to date. Most anti-virus software MUST be updated at least monthly. The easiest way of doing this is to select the virus protection icon located on the laptop or PC.
- Email attachments are now the number one source of computer viruses. Avoid opening any email attachment unless you were expecting to receive it from that person.
- Always virus-scan any files downloaded to your computer from any source (CD/DVD, USB hard disks and memory sticks, network files, email attachments or files from the Internet). Virus scans normally happen automatically. Review your virus protection 'Help' screen to learn how to initiate manual scans if you wish to be certain.
- Report any security incidents such as virus infections or virus warning messages to your local PC support organization to



minimize the damage to your computing device and files and notify your Intellex Account Manager of the incident as soon as possible.

- Do not forward any files or upload data onto any Intellex system if you suspect your PC might be infected.
- Be especially careful to virus-scan your system before you send any files outside Intellex. This includes email attachments and CD-ROMs that you create.

Controls Against Unauthorized Access to Laptop and Mobile Phone

- You must encrypt or password protect all files containing Intellex or Intellex client information that are stored on your laptop, PC, or mobile phone. If your laptop, PC, or mobile phone is lost or stolen, encryption provides extremely strong protection against unauthorized access to the data and is the most effective method of safeguarding information. Many tools such as MS Office contain encryption features. Encryption software allows you to encrypt all files and folders on a laptop, PC, or mobile phone. Choose a long, strong password or phrase and keep it secure.
- You must delete all files from your laptop, PC or mobile phone that contain Intellex or Intellex client information at the conclusion of each client engagement.
- You are personally accountable for all network and systems access under your user ID, so keep your password secret. Never share it with anyone, not even members of your family, friends, or IT staff.
- Avoid leaving your laptop and mobile phone unattended and logged-on. Always shut down, log off or activate a password-protected screensaver before walking away from the machine.
- Access Start/Control Panel/Security Center/Protect Tools Security Manager for more information about your laptop or PC.

Personal Information Protection

In accordance with the Personal Information Protection Act, do not download, store or cause to be stored any 'Personal Data' on an Intellex issued laptop, PC, or other mobile device. Additionally, do not download, store or cause to be stored any 'Personal Data' on a personal laptop, PC, or mobile device that you come in contact with while performing business activity on behalf of Intellex or on behalf of an Intellex client. "Personal data" is defined as an individual's first name or first initial and last name, in combination with any one or more of the following:

- Social security number
- Driver's license number or State identification card number
- Account number or credit or debit card number, or an account number or credit card number in combination with any security



code, access code or password that would permit access to an individual's financial account.

Personal Health Information Protection

In accordance with the Health Insurance Portability and Accountability Act (HIPAA), do not download, store or cause to be stored any 'Protected Health Information (PHI)' on an Intellex issued laptop, PC, or other mobile device. Additionally, do not download, store or cause to be stored any 'Protected Health Information (PHI)' on a personal laptop, PC, or mobile device that you come in contact with while performing business on behalf of Intellex or on behalf of an Intellex client. PHI includes data that relates to:

- an individual's past, present or future physical or mental health or condition or
- the provision of health care to the individual or
- the past, present, or future payment for the provision of health care to the individual

Unauthorized Software

Do not download, install, or use unauthorized software programs. Unauthorized software could introduce serious security vulnerabilities into the Intellex networks as well as affecting the working of your laptop, PC, or mobile phone. Software packages that permit the computer to be 'remote controlled' (e.g., PCAnywhere) and 'hacking tools' (e.g., network sniffers and password crackers) are explicitly forbidden unless they have been explicitly pre-authorized by management for legitimate business purposes.

Most software, unless it is specifically identified as "freeware" or "public domain software", may only be installed and/or used if the appropriate license fee has been paid. Shareware or trial packages must be deleted or licensed by the end of the permitted free trial period. Some software is limited to free use by private individuals whereas commercial use requires a license payment. Individuals and companies are being prosecuted for infringing software copyright: do not risk bringing yourself and Intellex into disrepute by breaking the law. You must comply with relevant laws, regulations and policies applying to the use of computers and information (i.e., Software licensing and privacy laws).

Return of Company and Client Property

Any property issued to you must be returned to at the time your contract ends or whenever Intellex or the client requests it. You may be responsible to pay for any lost or damaged items. The Company may seek reimbursement for the value of any property issued and not returned.



Expert Contractor Handbook Receipt & Acknowledgment

This expert contractor handbook is an important document intended to help you become acquainted with Intellex. This handbook will serve as a guide and is not intended to contradict or alter any terms contained in the statement of work, work order or engagement agreement; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the general business atmosphere of Intellex and economic conditions are always changing, the contents of this handbook may be changed at any time at the discretion of Intellex or as required by law.

Please read the following statements. You will be asked to acknowledge these statements and your receipt of the Intellex Expert contractor Handbook through your electronic signature.

- I acknowledge that I have received a copy of the Expert Contractor Handbook that contains important information on the Company's commitment to integrity, general guidelines, and on my obligations as an expert contractor. I understand that I am responsible for familiarizing myself and complying with its contents. I further understand that Intellex may from time-to-time change, rescind or add to the contents of this handbook, at its sole and absolute discretion, with or without notice.
- I understand and agree that nothing in this handbook is intended to create any contractual obligation. I further understand that my contract, statement of work, work order, and/or engagement agreement contains the terms and conditions of my contract relationship with Intellex and its clients.

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