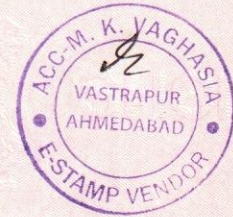




सत्यमेव जयते

INDIA NON JUDICIAL
Government of Gujarat
Certificate of Stamp Duty

Certificate No. : IN-GJ81769760841405T
Certificate Issued Date : 30-Dec-2021 12:31 PM
Account Reference : IMPACC (AC)/ gj13014311/ GULBAI TEKRA/ GJ-AH
Unique Doc. Reference : SUBIN-GJGJ1301431197169234799661T
Purchased by : QMETRY INDIA PRIVATE LIMITED
Description of Document : Article 5(h) Agreement (not otherwise provided for)
Description : QMETRY CONSULTING SERVICES AGREEMENT
Consideration Price (Rs.) : 0
(Zero)
First Party : QMETRY INDIA PRIVATE LIMITED
Second Party : ARPITA H SHAH
Stamp Duty Paid By : QMETRY INDIA PRIVATE LIMITED
Stamp Duty Amount(Rs.) : 300
(Three Hundred only)



KC 0019453353

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Chi
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QMetry CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made as of 30th December 2021 ("Effective Date") by and between QMetry India Private Limited ("QMetry"), a company incorporated under The Companies Act 1956 and any amendments thereafter, with registered offices at Block A, 101-105, Neptune Corporate House, B/H, Rajpath Club, S. G. Highway, Bodakdev, Ahmedabad – 3800054, India and Ms. Arpita H. Shah, having permanent and correspondence address at 12/A Krupa Apartment, 31/A Vasant Nagar, Society, Gopal Chawk, Bhairavnath Road, Maninagar Ahmedabad Gujarat - 380008 ("Consultant").

QMetry and Consultant may be referred to herein individually as a "Party" and collectively as the "Parties."

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

1. Services.

- a) Performance. Consultant agrees to perform the consulting services (the "Services") described in Exhibit A to this Agreement on the terms and conditions as specified in this Agreement. . If mutually agreed in writing by the parties hereto, Consultant may from time to time perform services for QMetry in addition to the Services identified in Exhibit A and such additional services shall be incorporated in this Agreement by way of amendments to this Agreement. Consultant agrees to maintain in good order Consultant'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 Consultant's profession and/or business. Consultant agrees that all Services provided under this agreement shall be in accordance with currently approved methods and practices of Consultant's profession and/or business. The Consultant agrees to abide the rules specified under Exhibit B of this Agreement, which may be amended from time to time.
- b) Equipment and Supplies. Consultant shall be solely responsible to ensure that Company's Equipments for rendering the services are not misappropriated, loaned to others and/or sold without appropriate Company authorization. Protection of the Company's assets tangible and intangible shall be one of the key responsibilities of the Consultant. Consultant shall use the equipment only for business purpose. Consultant shall be solely responsible for taking proper care of the equipment.
- c) Payment. As sole and full compensation for the performance of the Services, QMetry will pay Consultant the fee up to the maximum amount stated in the Exhibit A to this Agreement. Except as expressly provided in Exhibit A, Consultant shall bear all expenses incurred by Consultant in performing the Services and all expense incurred by Consultant in conducting Consultant's own business. For the services rendered in the preceding month, QMetry will pay the Consultant the agreed Consulting Fee within (seven) 7 days of the succeeding month. In case of earned incentives, payment shall be made as per the terms specified in Exhibit- A. Consultant will receive no royalty or other remuneration on the production or distribution of any products developed by QMetry or by Consultant in connection with or based upon the Services.

- d) Delivery and Acceptance. Consultant shall provide each deliverable to the QMetry on the date and time as required by QMetry in a format or medium acceptable to QMetry, or as may be required by QMetry. If applicable, Consultant will notify QMetry when a deliverable is ready for QMetry's review and acceptance testing. Within 15 days of QMetry's receipt of a deliverable, QMetry will notify Consultant whether it accepts or rejects the deliverable. If QMetry rejects the deliverable, QMetry shall give Consultant notice of its rejection and Consultant 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 QMetry, QMetry may reject the deliverable without any obligation to pay for the rejected deliverable. Without limiting QMetry's remedies at law or in equity, Consultant will, within 30 days of QMetry's rejection, refund to QMetry all fees previously paid to Contractor in connection with the rejected deliverable.

2. Relationship of Parties.

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

3. Property of QMetry.

- 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 Consultant 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 QMetry 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", Consultant hereby irrevocably transfers and assigns any and all of its right, title, and interest in and to such Designs and Materials to QMetry. QMetry 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 QMetry deems appropriate. Consultant agrees: (i) to disclose promptly in writing to QMetry all Designs and Materials; (ii) to cooperate with and assist QMetry 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 QMetry's name as QMetry 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. Consultant hereby irrevocably transfers and assigns to QMetry any and all Moral Rights that Consultant may have in any Services, Designs and Materials or products developed hereunder. Consultant also hereby forever waives and agrees never to assert against QMetry, its successors, assigns or licensees, any and all Moral Rights Consultant may have in any Services, Designs and Materials or products developed hereunder, even after expiration or termination of this Agreement.
4. Confidential Information. Consultant acknowledges that Consultant will acquire information and materials from QMetry and knowledge about the business, products, programming techniques, experimental work, customers and suppliers of QMetry 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 QMetry (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 Consultant. Consultant 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. Consultant 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 Consultant will use its best efforts to minimize the disclosure of such information and will consult with and assist QMetry 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 Consultant.

Consultant shall indemnify, defend and hold harmless QMetry 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) Consultant'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 Consultant is a party. With respect to the forgoing indemnities, (i) QMetry must promptly notify Consultant in writing of any claim for indemnification hereunder; and (ii) QMetry must cooperate with all reasonable requests of Consultant (at Consultant's sole expense) in defending or settling such claim. QMetry 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. Term, Termination and Expiration.

a. Term: This Agreement shall be valid from 29th December 2021 till 28th June 2022 unless terminated in accordance with the provisions of this Agreement.

b. Termination: QMetry 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 QMetry, as it relates to the services provided by Consultant, to continue; (b) Consultant'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 Consultant's duties; (v) conviction of a violation of law; (vi) unjustifiable neglect of the duties contemplated hereunder; (vii) If Contractor is untraceable without intimation for more than 3 days (c) any other act or omission by Consultant of terms of this Agreement irrespective if such breach can have a direct adverse impact upon QMetry.

Upon termination of this Agreement, Consultant will immediately cease performing any Services, and QMetry will pay Consultant any fees not yet paid for the Services provided and accepted by QMetry 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.

7. No Election of Remedies.

The election by QMetry 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.

8. Effect of Expiration or Termination.

Upon the expiration or termination of this Agreement for any reason: (a) Consultant will immediately cease performing any Services, and QMetry will pay Consultant any fees not yet paid for the Services provided and accepted by QMetry 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) Consultant will promptly notify QMetry of all Confidential Information, including but not limited to the Designs and Materials, and all other property of QMetry in Consultant's possession and, at the expense of Consultant and in accordance with QMetry's instructions, will promptly deliver to QMetry all such Confidential Information.

9. Limitation of Liability.

EXCEPT FOR CONSULTANT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL QMETRY 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, QMETRY'S TOTAL LIABILITY UNDER ANY LEGAL THEORY SHALL BE LIMITED IN THE AGGREGATE TO THE FEES PAID TO CONSULTANT 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.

10. Covenants.

a. Consultant warrants that the Services will be (i) complete and will conform to the descriptions and specifications as required by QMetry, (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, QMetry shall notify Consultant in writing, and Consultant shall replace or repair such Services without additional charge to QMetry.

b. Consultant warrants that the Services and any deliverables provided to QMetry in connection thereto shall not infringe any patent, copyright, trademark, trade secret or other proprietary right of any third party.

c. Pre-Existing Obligations. Consultant represents and warrants that Consultant 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. Consultant will assist QMetry in every proper way to obtain for QMetry and enforce patents, copyrights, mask work rights and other legal protections for QMetry's Designs and Materials in any and all countries. Consultant will execute any documents that QMetry may reasonably request for use in obtaining or enforcing such patents, copyrights, mask work rights, trade secrets and other legal protections. Consultant's obligations under this paragraph will continue beyond the termination of this Agreement, provided that QMetry will compensate Consultant at a reasonable rate after such termination for time or expenses actually spent at QMetry's request on such assistance.

f. Drug and Background Security Check. Consultant represents and warrants that Consultant have completed and passed all applicable drug, security and background checks in accordance with Consultant's policies and/or QMetry Policies as may be the case.

g. Disclosure. Consultant shall disclose to QMetry any familial relationship (i.e. spouse, parent, sibling, etc.) that an employee of Consultant has with an employee of QMetry.

11. General.

- a) Assignment. Consultant shall not assign Consultant's rights or delegate Consultant's duties under this Agreement, either in whole or in part, without the prior written consent of QMetry. Any attempted assignment or delegation without such consent will be void.
- b) Equitable Remedies. Because the Services are personal and unique and because Consultant will have access to Confidential Information of QMetry, QMetry 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 QMetry 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 shall be governed by and construed in accordance with the laws of India, without the application of choice of laws principles. The Courts at Ahmedabad, Gujarat shall have the exclusive jurisdiction. 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 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.

QMETRY

By: Chinar Shah

Printed Name: Chinar Shah

Title: Authorized Signatory

Email: chinar.shah@qmetry.com

CONSULTANT

By: Arpita H Shah
Arpi (Jan 24, 2022 11:31 GMT+5.5)

Printed Name: Arpita H Shah

Title: Consultant

Email: arpitashah600@gmail.com

Exhibit – A

1. **Services:**

Consultant shall perform following services in the manner specified below:

- a. Sourcing and screening suitable candidates as per the job description, requirements and specifications provided by QMetry.
- b. Ensuring that potential candidates possess the necessary qualifications, skills, experience, and other characteristics, as per the criteria and job description specified by the QMetry.
- c. Setting-up interview schedules and handling over all co-ordination for the same. Consultant shall be prompt in responding to the calls and/or emails of the potential candidates including the employees of QMetry.
- d. Connecting with candidate and obtaining all the required documents from the candidate as per the check list provided by QMetry.
- e. Prepare offers for the finalized candidates and initiate the pre-joining formalities.
- f. To connect with all the employee referred candidates, match them with the current open demands and proceed further with their candidature if they are suitable.
- g. Preparing recruitment dashboards & periodic reports which shall include the list of candidates sourced, short listed and finalized along with other requisites.
- h. Consultant shall be solely responsible for end-to-end closure of job opening i.e. from sourcing the candidate till onboarding the candidate.
- i. In addition to the above, Consultant shall perform any additional activity which may be required by QMetry in this regard which will include participating in the recruitment drives and achieving the required targets by performing the aforesaid services.
- j. Consultant shall work professionally, ethically, diligently and in the best interest of QMetry while carrying out its responsibilities.
- k. Consultant shall ensure that the responsibilities/services specified above are performed without any delay and in a timely manner considering the cruciality of job opening that Consultant is entrusted with.

2. **Term:** This Agreement shall be valid for a period of 6 (six) months effective from 29th December 2021 till 28th June 2022.

3. Consulting Fee:

- a. Consultant shall be paid a *fixed* monthly Fee of INR 20,000/- (*Rupees Twenty Thousand Only*) for the services under this Agreement.
- b. In addition to the Consulting Fee, Consultant shall be paid below incentives as per the candidates onboarded in any given month. Incentives shall be payable after the candidate is onboarded in QMetry.

# onboarding/ month	Incentives (INR)
1-3	10,000/ hire
4-5	12,000/ hire
Beyond 5	15,000/ hire

- c. In case, a candidate, onboarded by Consultant, voluntarily leaves his/her employment with QMetry for any reason whatsoever, within three months from the date of joining, in that event, candidate shall refund the incentive paid by QMetry for such candidate.

Exhibit-B

Contractor will comply with the below mentioned Qmetry rules as the same shall be applicable to the Services. Additional Policies may be provided from time to time. All such Policies will be binding on Contractor.

1. Sexual and Other Unlawful Harassment

- Unlawful Harassment

Qmetry 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 Qmetry. As used in this document, "Others" refers to coworkers of Contractor Personnel, Qmetry employees, Qmetry customers, personnel of other service providers, and others with who Contractor interacts in connection with Contractor's work for Qmetry. "At Qmetry" refers to conduct occurring on Qmetry's premises, using Qmetry equipment, or related to Qmetry work.

- Sexual Harassment

Contractor shall not make unwanted sexual advances or visual, verbal, or physical conduct of a sexual nature to Others at Qmetry. 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 experience or witness any harassment or other conduct prohibited above

shall notify the person with responsibility for the relationship with QMetry. Contractor who hold a management or relationship role shall immediately notify QMetry of relevant facts.

2. Restricted Relationships:

QMetry prohibits Intimate Relationship between QMetry 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.

3. Workplace Violence Prevention

Contractor shall not engage in intimidation, threats of violence, and acts of violence involving Others at QMetry. QMetry 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.

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

4. Information Technology Resources

QMetry'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. Consultant shall ensure that access (including but not limiting to ID & passwords) to QMetry's job portals or any of its virtual platform is used solely for the purpose of rendering services to QMetry and is not accessed for and/or by any third party.

- Use of QMetry Technology

QMetry's information technology resources are to be used only for QMetry 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 QMetry authorization. QMetry treats all information that is transmitted or stored in its information technology resources, including voicemail and e-mail messages, as QMetry property. Contractor have no right of privacy to any information or file transmitted or stored using QMetry resources. QMetry reserves the right to access, monitor, review, copy, modify, or delete all such information for any purpose and to disclose it to any party QMetry deems appropriate.

- Personal Use of QMetry's Technology Resources

QMetry's technology is provided to assist the Contractor in conducting QMetry's business activities. Reasonable and incidental personal use of QMetry's technology resources and systems, such as personal computers and the Internet, is permitted. When using QMetry technology resources and systems for personal use, good judgment must be exercised, and personal use kept to a minimum. Personal use of QMetry 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 QMetry management for the workgroup;
- not impact work assignments, interfere with QMetry operations, or create additional expense for QMetry;
- not involve non-QMetry income-generating or commercial activities;
- not bring liability to QMetry or otherwise be used in a manner that would or could reflect unfavorably upon QMetry's reputation, such as use in pursuit of illegal, unethical, or otherwise questionable goals; and
- be in compliance with laws and regulations.

5. Protection of Confidential Information

- Contractor must safeguard QMetry's confidential information, as well as confidential information relating to QMetry'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. Contractor should log off the computer while leaving the workstation and at the end of the day.
- Contractor using an QMetry 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.
- Contractor shall not copy or download software, music, documents, or other information protected by copyright laws without authorization from QMetry. Contractor Personnel shall not accept copies of any software programs on behalf of QMetry from anyone without approval from QMetry. Contractor shall not use QMetry-provided software or hardware for uses other than those specifically requested by QMetry.

6. Safeguards Against Viruses

- Contractor shall not disable or change the settings on QMetry-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-QMetry managed storage devices (e.g. CDs, DVDs, USB drives, thumb drives, memory

sticks) without prior written approval from an QMetry 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 QMetry (i) to install, or permit any other person to install, any software on QMetry technology resources, or (ii) to connect, or authorize any other person to connect, any network or equipment to any QMetry networks or technology resources.

- Use of QMetry's information technology resources to communicate or store materials that violate the law or QMetry'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-QMetry 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.

7. **Conflicts of Interest**

Contractor shall use good judgment, discretion, and moderation when offering gifts or entertainment to QMetry 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.

8. **Drug & Alcohol Use**

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