



POWERED BY  MOTION PICTURE ASSOCIATION

VENDOR MEMBERSHIP ENROLLMENT FORM

Membership Level	Annual Gross Revenue*	Annual Cost	Membership Benefits**
10	\$200M+	\$85k	Members will have access to the Vendor-specific portions of TPN's Platform. Benefits for the member and its subsidiaries will include: <ul style="list-style-type: none"> • An unlimited # of users • Use of TPN's Blue and Gold Shield trademarks for promotion and marketing purposes • Unlimited registration of facilities and applications • Self-reporting capability for any site or application • No TPN assessment administrative costs***
9	\$50M-\$200M	\$50k	
8	\$35M-\$49.999M	\$30k	
7	\$25M-34.999M	\$15k	
6	\$15M-\$24.999M	\$10k	
5	\$10M-\$14.999M	\$7.5k	
4	\$5M-\$9.999M	\$5k	
3	\$2M-\$4.999M	\$3k	
2	Less than \$2M	\$1k	
1	Self-Employed Contractor	\$250	

Notes:

* Annual Gross Revenue means the portion of the combined gross revenue of the Member and all of its wholly-owned subsidiaries for the last full fiscal year, which is attributable to Media and Entertainment operations.

** See the Vendor Membership Agreement for terms and conditions. Capitalized terms defined therein.

*** Membership does not include third-party assessor's fees or expenses

Membership Details:

Member Name:		
Membership Level:		
Start Date:	Member will receive one year of Services, beginning on _____.	
Member Billing Address:	_____ _____ _____ Attention: _____	Additional Billing Information: Billing Name Co.: _____ Billing Email(s): _____ VAT (If applicable): _____ PO# (If applicable): _____ Customer ID: <u>TPP</u> _____
Member Operational Contact Name & Info:	Name: _____ Telephone: _____ Email: _____	
Member Wholly-Owned Subsidiaries:		
Member Parent Co.:		

Fees:

\$ _____

Special Terms and Conditions:

N/A



This Membership Enrollment Form (this “Enrollment Form”) is governed by the Vendor Membership Agreement attached hereto (the “Agreement”). In the event of a conflict between this Enrollment Form and the Agreement that governs it, this Enrollment Form shall control. Memberships are non-cancelable except as set forth in the Agreement. The above fee schedule may be changed by TPN upon the expiration of any one-year term, provided that Member is given at least thirty (30) days’ prior notice of the impending change.

“TPN”

TRUSTED PARTNER NETWORK, LLC

Signature: _____

Print Name: _____

Title: _____

Date: _____

“MEMBER”

Signature: _____

Print Name: _____

Title: _____

Date: _____



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VENDOR MEMBERSHIP AGREEMENT

Member Full Legal Name:	
Member Address for Notices:	_____ _____ _____ _____ Attention: _____ Email: _____

This Membership Agreement is between Trusted Partner Network, LLC, a California limited liability company with its principal place of business at 15301 Ventura Blvd., Bldg. E, Sherman Oaks, CA 91403 (“TPN”) and the company named above (this company, the “Member”). It governs the Member’s participation in TPN’s programs and use of TPN’s Services.

This Agreement is effective as of the Start Date. The Parties agree as follows:

1. **Definitions.**

(a) “**Accreditation Program**” means TPN’s security assessor accreditation and training program, under which individual assessors may be accredited by TPN if they meet certain criteria designed to ascertain their knowledge, skills, and awareness of established security best practices.

(b) “**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(c) “**Agreement**” means this Membership Agreement and any exhibits, schedules, and addenda thereto.

(d) “**Annual Gross Revenue**” means the portion of the gross annual revenue of the Member Parties that is attributable to Media and Entertainment for the last full fiscal year before the current Initial Term or Renewal Term.

(e) “**Assessment Material**” means any documents, information, data, or materials that are created, edited, uploaded, submitted, stored, or shared by, or on behalf of, any of the Member Parties, using the Platform (including, without limitation, any of Vendor’s Reports, Questionnaire responses, security information, and/or contact information that is submitted to the Platform by or on behalf of Member). For avoidance of doubt, any Report uploaded pursuant to a TPN Assessment shall be considered Assessment Material.

(f) “**Assessment T&Cs**” means those certain *TPN ASSESSMENT TERMS AND CONDITIONS* attached hereto as Schedule I.

(g) “**Blue Trademark Guidelines**” means the guidelines and trademark license attached hereto as Schedule II

(h) “**Content Owners**” means (i) any rightsholders of motion picture, television, streaming, or other content types (including owners, producers, and distributors) who are party to a Membership Agreement with TPN, or become party to a Membership Agreement with TPN, and (ii) the Subsidiaries of such entities, *provided that* they also are rightsholders of motion picture, television, streaming, and other content types. Each of these entities, individually, shall be a “**Content Owner**”.

(i) “**Documentation**” means any written technical documentation, user guides, or release notes made available to Member by TPN.

(j) “**Enrollment Form**” means a contract entered into by TPN and Member, which specifies the Start Date, initial Membership Tier, and other relevant information regarding the Services being provided hereunder.

(k) “**Media and Entertainment**” means business activities directly or indirectly related to content (e.g., motion picture, television and streaming content, music, video games, live events, etc.), including without limitation: the creation, production, licensing, distribution or monetization of content; pre and post-production operations and distribution; and providing products or services which support, facilitate or are otherwise used in the production, licensing, distribution or monetization of content.

(l) “**Member Parties**” means the Member and its Subsidiaries.

(m) “**Membership Term**” means the Initial Term together with all Renewal Terms.

(n) “**Membership Tier**” refers to the level of Services to which Member is entitled (e.g., membership level 7), and corresponding amount of fees Member is obligated to pay, for a given Initial Term or Renewal Term.

(o) “**Parties**” means Member and TPN collectively. Member and TPN individually may each be referred to as a “**Party**” hereunder.

(p) “**Platform**” means TPN’s core web-based software offering, which (among other things) allows Vendors (and Accredited Assessors working on their behalf) to submit security information for review by Content Owners.

- (q) **“Accredited Assessor”** mean an individual holding current accreditation under TPN’s Accreditation Program.
- (r) **“Questionnaires”** means the questionnaires inside the Platform that request information regarding each Vendor’s operations and security processes. Each of the Questionnaires may be referred to individually as a **“Questionnaire”**.
- (s) **“Report”** means a final security assessment report produced in respect of a TPN Assessment.
- (t) **“Services”** means any websites, software (including the TPN Software), programming (including the Accreditation Program), information (excluding Third-Party Information and Assessment Material), products, services, or materials offered by, or accessed by way of, Trusted Partner Network, LLC.
- (u) **“Shield Status”** refers to one of four phrases (and associated symbols) that TPN uses to indicate, at a high-level, the amount of information a Vendor has entered into the Platform. The four Shield Status levels are: **“TPN MEMBER”**, which indicates that the Vendor has access to the Platform, but has not yet input any of its key security information; **“NON-TPN SELF-REPORTED”**, which indicates that at least one (1) third-party security certification is currently available in the Platform, in respect of the Vendor; **“SELF-REPORTED TPN MEMBER”**, which signifies that completed versions of the *Best Practices Questionnaire & Implementation Guidance Questionnaire* are currently available in the Platform, in respect of this Vendor; and **“VERIFIED TPN MEMBER”**, which indicates that the Vendor has undergone and successfully completed a TPN Assessment. For avoidance of doubt, a Shield Status does not provide any substantive detail regarding a Vendor’s security posture or the information that it has entered into the Platform.
- (v) **“Start Date”** means the start date of the Services, as identified in the Enrollment Form.
- (w) **“Subsidiaries”** means any business entities of which 100% of the outstanding equity securities or equity interest is owned, directly or indirectly, by the subject entity.
- (x) **“Third-Party Information”** means any data, information, documents, or materials (including any Reports) submitted or shared via the TPN Software by, or on behalf of, a Vendor, Content Owner, or Accredited Assessor other than Member.
- (y) **“TPN Assessment”** shall have the meaning set forth in the Assessment T&Cs.
- (z) **“TPN Software”** means (i) the Platform, and (ii) any other software or applications (including mobile applications) offered or made available by TPN.
- (aa) **“Training Materials”** means any written, video, audio, or mixed-media training materials provided by TPN, including, but not limited to, the video and examination located at <https://tpn.org/training/>.
- (bb) **“Users”** means any employees or consultants of Member or any of its Vendor Subsidiaries, who Member authorizes to use the Services. For avoidance of doubt, only the employees or consultants of Vendors may be Users.
- (cc) **“Vendor”** means (i) any company (1) that offers products or services for use by Content Owners, (2) whose business involves handling, modifying, creating, or otherwise having access to, motion picture, television, streaming, or other content types, or proprietary information in respect of such content, and (3) who is, formerly was, or subsequently becomes, party to a binding agreement with TPN for the receipt of Services; and (ii) any Subsidiaries of such company, *provided that* they also meet the first two criteria outlined in the preceding subsection (i). For avoidance of doubt, no Content Owner shall be considered a Vendor hereunder.
- (dd) **“Vendor Subsidiaries”** refers to any Subsidiaries of the subject party that meet the following criteria: (1) they offer products or services for use by Content Owners, and (2) their business involves handling, modifying, creating, or otherwise having access to, motion picture, television, streaming, or other content types, or proprietary information in respect of such content.

2. Use of Services.

- (a) **Use Rights.** During the Membership Term (and subject to continuous compliance with this Agreement by Member), TPN agrees to provide Member with a nonexclusive, nontransferable, non-sublicensable, personal, revocable right to: (i) use and access that portion of the Platform designed and designated for use by Vendors, on the terms outlined in the Enrollment Form, solely to (x) communicate with, and/or gather the contact information of, Accredited Assessors and Content Owners, (y) input, edit, upload, share, store, and/or access Assessment Material in respect of facilities, applications or services owned by the Member Parties, and (z) access other Third-Party Information solely for its internal use for security evaluation purposes; (ii) use and access the Documentation and Training Materials solely in connection with its use of the TPN Software and Services; and (iii) use and access other Services offered to the Member on the terms and conditions set forth in this Agreement, *provided, that*, any Services provided hereunder may *only* be used for the benefit of the Member Parties. In certain circumstances, additional terms or product requirements may apply to certain of the Services offered by TPN. Such additional terms will be available with the relevant Services, and those additional terms will be binding on Member if it accesses or uses those Services.
- (b) **Authorized Users.** Member may permit its Users to use the Services in accordance with this Agreement, subject to the volume limits and specifications in the applicable Enrollment Form (if any). Each User shall have their own unique login credentials. Member (and each of its Users) shall use reasonable efforts to prevent unauthorized access to, or use of, the Services and notify TPN immediately of any such unauthorized access or use. Member is responsible for ensuring that its Users comply with this Agreement. For avoidance of doubt, Member is responsible for ensuring that all individuals who have created accounts using its registered domain are its intended Users (and otherwise have its authorization to access the Services).
- (c) **Acknowledgements.** Member hereby acknowledges and agrees that TPN retains all right, title, and interest in and to the Services (including without limitation all software used to provide the Services and all logos and trademarks reproduced through the Services), and this Agreement does not grant the Member any intellectual property rights in the Services or any of their components.
- (d) **Restrictions.** The Member hereby agrees that it will not, and it will not permit its Users or any third party to: (i) provide access to the Services (or any part thereof) or any Third-Party Information to a third party (except for the Member Parties and Users); (ii) sell, trade or resell any of the Services, any Third-Party Information, or access thereto; (iii) modify, copy, or create derivative works

based on any of the Services; (iv) reverse engineer or disassemble the Services; (v) access or use the Services in order to build a competitive product or service, or copy any ideas, features, functions, or graphics of the Services in a manner that infringes or misappropriates any trade secrets, trademarks, copyrights, patent rights, or other proprietary rights (“**Intellectual Property Rights**”) of TPN or its Affiliates; (vi) access or use the source code of any of the Services (including the Platform); (vii) access or use any of the Services in any manner to which it is not granted express use rights; (viii) access or use any Services in a manner that violates applicable Law; (ix) misrepresent its identity, or its affiliation with another person or entity; (x) access any Services or Third-Party Information on behalf of, or for the benefit of, any third-party (except for the Member Parties and Users) .

(e) Acceptable Use Policies. The Member agrees to comply at all times (and ensure that its Users comply at all times) with the *ACCEPTABLE USE POLICY* set forth on Schedule III attached hereto and incorporated herein.

(f) U.S. Government User Rights. Certain of the Services (including the Platform) consist of commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Member is the US Government (or is acting on its behalf), the Member shall receive only those rights with respect to such software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

(g) TPN Assessments. In the event that the Member Parties choose to contract for, receive or sponsor any TPN Assessments during the Membership Term, such activities will be governed by the Assessment T&C.

3. Fees & Taxes.

(a) Fees & Annual Gross Revenue. The fees for the Initial Term and each Renewal Term are established in the fee schedule on the Enrollment Form, and shall be calculated using the Member’s Annual Gross Revenue at the outset of such term. Member agrees that at the outset of each Renewal Term, it will review its Annual Gross Revenue and notify TPN if changes therein require that its Membership Tier (and the fees owed) be increased or decreased. Member represents, warrants, and covenants that: (i) all information provided to TPN regarding Member’s Annual Gross Revenue will be materially accurate and not misleading; and (ii) if Member is placed in the incorrect Membership Tier because it misstates its Annual Gross Revenue for a portion of the Membership Term, it shall owe (and agrees to pay) TPN whatever fees would have been due if it had correctly stated its Annual Gross Revenue for that period.

(b) Payment Terms, Invoicing & Suspension of Service. Except as otherwise stated herein: (i) payment obligations are non-cancelable and payments are non-refundable; and (ii) Member may not reduce its Membership Tier during any Initial Term or Renewal Term. Unless otherwise stated on an Enrollment Form, all fees shall be paid upfront. Member is responsible for providing complete and accurate billing information to TPN and notifying TPN of any changes to such information. If any amounts owed by Member are overdue, TPN may (without limiting its other rights and remedies), suspend Services until such amounts are paid in full.

(c) Applicable Taxes. TPN’s fees do not include any taxes, levies, duties, or similar governmental assessments of any nature (collectively, “**Taxes**”), including, for example, value added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever. Member is responsible for paying all Taxes associated with any Services it purchases. For avoidance of doubt, TPN is solely responsible for taxes assessable against it based on its income or property.

4. Confidentiality.

(a) Definition of Confidential Information. In connection with the Parties’ commercial relationship and the Member’s use of the Services, each Party may receive Confidential Information (as hereinafter defined) from: the other Party; and/or other Vendors who use TPN’s Services. “**Confidential Information**” means any information (whether written or oral and whether or not marked “confidential”) provided to or accessed by a Party in (direct or indirect) connection with this Agreement or any Services, concerning the business or operations of the other Party or a Vendor, that is identified as “confidential”, or which a reasonable person would consider to be confidential. For avoidance of doubt, (i) Confidential Information shall include, without limitation, information regarding: any contractual negotiations between the Parties; the source code or specifications of the TPN Software or any other intellectual property furnished by TPN; and any sensitive security information (e.g., Reports) that another Vendor shares with the Member via the Platform, (ii) Reports shall be the Confidential Information of the relevant Vendor, regardless of who is the Sponsor, and (iii) any information received or accessed by Users shall be deemed received by Member. For purposes hereof, the Party receiving or accessing the Confidential Information is the “**Receiving Party**”; and the party that originally disclosed or provided the Confidential Information (or on whose behalf it was originally disclosed or provided) is the “**Disclosing Party**”.

(b) Protection of Confidential Information. Receiving Party shall hold all Confidential Information in confidence and shall not distribute, disseminate, or otherwise disclose any Confidential Information to any person except: (a) its authorized employees, agents, representatives, and service providers (and in Member’s case, its Vendor Subsidiaries and Users) who reasonably require the same in connection with fulfilling the purposes of this Agreement (the “**Authorized Parties**”); (b) as expressly permitted by this Agreement or another contract between the parties; and (c) as otherwise required by applicable Law or legal process, *provided that* before making any disclosure required by law, the Receiving Party shall, to the extent legally permissible, notify the Disclosing Party of such requirement in order to give them a reasonable opportunity to seek a protective order or other appropriate remedy, and, *provided further*, that the Receiving Party shall limit any such disclosure to information that is specifically required to be disclosed. Except as expressly permitted in this Agreement, Receiving Party shall not use Confidential Information for the benefit of itself or any third party; *provided, however*, that no Party shall be in breach of this Agreement because it used Confidential Information as expressly permitted under this Agreement. No Receiving Party shall reverse engineer, decompile, or disassemble any Confidential Information of the Disclosing Party or make any attempt to do so without the written consent of the Disclosing Party. Receiving Party shall be deemed

responsible for any action by its Authorized Parties, including, but not limited to, any action which, if taken by Receiving Party, would constitute a breach of this Section 4 (Confidentiality).

(c) Exclusions. Notwithstanding the foregoing, Receiving Party shall not have an obligation with respect to any Confidential Information that: (i) is known or generally available to the public other than as a result of an act or omission by Receiving Party or its Authorized Parties; (ii) is received from a third party having a bona fide right to provide such information without an obligation of confidentiality; (iii) was in Receiving Party's possession, as established by documentary evidence, before Disclosing Party's disclosure hereunder; (iv) is independently developed by Receiving Party without reference to Disclosing Party's Confidential Information; or (v) is approved for release, in writing, by Disclosing Party.

(d) Injunctive Relief. Parties hereby acknowledge and agree that any breach of this Section 4 (Confidentiality) will cause injury to the Disclosing Party for which money damages would be an inadequate remedy and that, in addition to remedies at law, the Disclosing Party shall be entitled to equitable relief as a remedy for any such breach.

5. Assessment Material.

(a) Rights Granted to TPN. Except as expressly set forth in this Agreement (or in any contracts referenced by or incorporated into this Agreement), Member grants TPN a perpetual, limited, irrevocable, royalty-free, worldwide, non-sublicensable, non-exclusive license to host, use, distribute, reproduce, modify, run, copy, publish, publicly perform, transmit, display, and create derivative works of the Assessment Material (consistent with the Privacy Policy and this Agreement), solely for the purposes of: (a) making the Assessment Material available to Content Owners (including by securely exporting certain Assessment Material for ingestion into Content Owners' vendor management systems), (b) distributing the Assessment Material to Accredited Assessors who have been engaged to assess the facilities, products or services of any of the Member Parties, (c) showing the Shield Statuses of the Member Parties to all Accredited Assessors, Vendors and Content Owners, (d) distributing the Assessment Material to those Vendors who have been authorized by Member (or a User) to receive it, and (e) operating and improving the Services, or developing new Services.

(b) Rights Granted to Third Parties. Member agrees to grant a perpetual, limited, irrevocable, royalty-free, worldwide non-sublicensable license to view, use, copy, and store the Assessment Material to (x) each of the Content Owners solely for their internal use for security evaluation purposes, (y) the Accredited Assessors referenced in Section 5(a) (Rights Granted to TPN) (and their employers and employees) solely for the purpose of preparing for, and performing, the referenced security assessments, and (z) the Vendors referenced in Section 5(a) (Rights Granted to TPN) solely for their internal use for security evaluation purposes.

(c) Removal of Information.

i. TPN's Right to Remove. TPN shall have the right to remove any Assessment Material from the Platform if such material violates (or causes the violation of) any provision of this Agreement. Before TPN exercises this right, it will provide Member with: notice of the perceived violation; and an opportunity to (promptly) respond or remove the offending material. If Member fails to take the requested action promptly, TPN may then remove the material. (For avoidance of doubt, the existence of this right shall not imply any obligation for TPN to exercise it, nor does it imply a representation or guarantee by TPN of the accuracy or lawfulness of any information in the Platform. TPN's exercise or non-exercise of any rights hereunder will not constitute a waiver of any rights or remedies under this Agreement.)

ii. Member's Right to Remove. Member has the right to request that TPN remove any or all of its Assessment Material from the Platform at any time. If such a request is made, TPN shall remove the relevant Assessment Material within thirty (30) days of receiving the request. Following this removal, such material shall no longer be accessible to third-parties via TPN or the Platform.

6. Representations, Warranties, Exclusive Remedies and Disclaimers.

(a) Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

(b) TPN Warranties. TPN warrants that during the Membership Term, (a) the Services will perform materially in accordance with the applicable (and current) Documentation, and (b) TPN will not materially decrease the overall functionality of the purchased Services. For any breach of the warranties above, Member's exclusive remedies are those described in the Section 10(b) (Termination for Other Breach) and Section 10(c)(Refunds).

(c) Member's Representations & Warranties. Member hereby represents, warrants and covenants that (i) it is a Vendor, (ii) it owns or has the right to share all Assessment Material, (iii) the Assessment Material will not infringe upon the rights of any third party (including any right of privacy, patents, copyrights, trademarks, trade secrets and/or other intellectual property and/or proprietary rights owned or controlled by any third party), and (iv) all Assessment Material submitted, uploaded, created or shared by Users will be accurate and complete, in all material respects, and not misleading (whether by omission or otherwise).

(d) Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS), ALL SERVICES (INCLUDING THE TPN SOFTWARE AND TRAINING MATERIALS), ASSESSMENT MATERIAL, AND THIRD-PARTY INFORMATION PROVIDED HEREUNDER ARE PROVIDED "AS IS." TPN MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EXPRESSLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE, AND ANY EQUIVALENTS UNDER THE LAW OF ANY JURISDICTION THAT MIGHT ARISE FROM THE SERVICES, ASSESSMENT MATERIAL OR THIRD-PARTY INFORMATION, AS WELL AS THE USE OR ATTEMPTED USE OF THE SERVICES, ASSESSMENT MATERIAL OR THIRD-

PARTY INFORMATION BY MEMBER, ITS SUBSIDIARIES AND ANY USERS. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED HEREIN, THE MEMBER AGREES THAT ITS PARTICIPATION IN TPN'S PROGRAMS, AND ITS USE OF ANY SERVICES (INCLUDING THE TPN SOFTWARE), ASSESSMENT MATERIAL OR THIRD-PARTY INFORMATION, IS AT ITS SOLE RISK. TPN FURTHER DISCLAIMS ANY WARRANTY THAT THE SERVICES (INCLUDING THE TPN SOFTWARE) OR ASSESSMENT MATERIAL, IN WHOLE OR IN PART, WILL BE FREE FROM INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, AND/OR THAT THEY WILL BE AVAILABLE ON AN UNINTERRUPTED BASIS, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

7. **Suggestions.** If Member (or any of its Users) provides TPN with any ideas, suggestions, documents, or proposals in respect of any Services (including the TPN Software) ("**Suggestions**"), TPN shall be entitled to use the Suggestions without restriction. To the maximum extent permitted by applicable laws, Member hereby irrevocably assigns to TPN all right, title, and interest in and to any Suggestions, and agrees to provide TPN with any assistance it requires to document, perfect, and maintain its rights in the Suggestions. Member further acknowledges and agrees that: (i) any Suggestions provided to TPN will not contain the confidential or proprietary information of third parties; (ii) TPN is under no obligation of confidentiality, express or implied, with respect to the Suggestions; and (iii) TPN may have something similar to the Suggestions under consideration or development.

8. **Blue Trademark Guidelines.** If all applicable Questionnaires are completed in respect of Member or any of its Vendor Subsidiaries, the company for which the Questionnaires were completed will be granted a license to use the Blue Trademark (as defined on the Blue Trademark Guidelines), pursuant to and on the terms and conditions of, the Blue Trademark Guidelines.

9. **Responsibility for Security.**

(a) From time to time, TPN may provide Vendors, Accredited Assessors and Content Owners with information and training regarding: site, application or product security; the basics of content protection; and emerging security threats within the entertainment industry. This information is not intended to be comprehensive, and it does not identify all relevant security practices, considerations, or risks; nor does it necessarily address the most significant security considerations for the Member's particular situation. The Member hereby acknowledges that: (i) the Services should be used as one threat-identification-and-prevention measure among many; and (ii) the Member is solely responsible for conducting independent due diligence and obtaining the information necessary to address the particular security issues that it faces.

(b) The Motion Picture Association, Inc. Content Security Best Practices (the "**Best Practices**") are intended to serve as a baseline for reasonable content security practices in ordinary circumstances. However, they do not address all conceivable security threats; nor will the practices outlined therein be sufficient in all situations. Member needs to decide whether it needs more or less demanding security controls based on the particulars of its situation and its risk appetite. *TPN MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION, EXPRESS OR IMPLIED, THAT MEETING THE BEST PRACTICES WILL ADDRESS ALL SECURITY THREATS AND VULNERABILITIES, OR RENDER ONE'S SYSTEMS INVULNERABLE TO SECURITY BREACHES.*

10. **Term; Termination.** This Agreement shall commence on the Start Date and continue for one year, unless earlier terminated pursuant to Section 10(Term; Termination) (this period, the "**Initial Term**"). This Agreement shall automatically renew for an additional one-year term (each, a "**Renewal Term**") unless either Party provides thirty (30) days' notice of its intent not to renew in advance of the end of the Initial Term or current Renewal Term.

(a) **Termination for Breach of IP Provisions.** In the event that Member materially breaches Section 2(d) (Restrictions) or knowingly violates Section 6(c)(iv) (Member's Representations & Warranties) of this Agreement, TPN shall have the right to: (i) suspend the rights granted under Section 2(a) (Use Rights) hereof; and/or (ii) terminate this Agreement immediately upon providing written notice to Member.

(b) **Termination for Other Breach.** Either Party may terminate this Agreement for cause (i) if the other Party commits a material breach of this Agreement, and such material breach continues for thirty (30) days after written notice thereof is provided to such Party; or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for benefit of creditors.

(c) **Refunds.** In the event that Member terminates this Agreement pursuant to Section 10(b) (Termination for Other Breach), Member shall receive a pro-rata refund of the fees paid for the current Initial Term or Renewal Term (as applicable). For the purpose of calculating this refund: (a) the fees shall be deemed earned at an equal rate per month, notwithstanding the date of actual payment; and (b) the amount due to Member shall be calculated by the number of days remaining in the current Initial Term or Renewal Term (as applicable).

Upon termination of this Agreement, Member shall immediately cease to use any and all Services.

11. **Modifications to this Agreement.** TPN reserves the right, in its sole discretion, to modify this Agreement from time to time. Member agrees that any modifications TPN makes pursuant to this Section 11 (Modifications to this Agreement) will be effective thirty (30) days after notice of the modifications is received (in accordance with Section 18(a) (Notices) hereof), or on such later date as is specified in the modified Agreement. Once the modified Agreement becomes effective, the Member agrees that it will govern the Member's use of the Services (and use by all Users). The Member further agrees that it is responsible for checking all notice addresses (including the spam filter of any email address) regularly for modifications to this Agreement. The current version of this Agreement will govern any disputes arising before the effective date of the modified Agreement.

If the Agreement is modified pursuant to this Section 11 (Modifications to this Agreement), the Member may need to signify its assent to the modified Agreement (e.g., by having its Users click "**ACCEPT**" in the Platform) before being granted continued access

to the Platform or other Services. The Member hereby acknowledges that (a) this memorialization of its assent is a condition of its continued access to the Services, and (b) its inability to access Services on account of its refusal to grant this assent shall not constitute a breach of the Agreement by TPN, or entitle Member to any refund of the fees.

12. Compliance with Law; Code of Ethics.

(a) Compliance with Law. Member hereby represents, warrants and agrees that in exercising its rights and performing its obligations under this Agreement, it will comply with any and all applicable domestic and international laws, regulations, statutes, ordinances, orders, and other governmental directives (together, “**Law**”), including, without limiting the generality of this Section 12(a) (Compliance with Law), antitrust and competition laws, and all applicable intellectual property and/or privacy laws and regulations.

(b) Export Laws. The Services (including the TPN Software) may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Member shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Without limiting the generality of Section 12(a) (Compliance with Law) hereof, Member shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the US.

(c) Privacy Policy. The Parties hereby agree that any processing of personal information in connection with this Agreement will be done in accordance with TPN’s *PRIVACY POLICY (the “Privacy Policy”)*, which is available at <https://www.ttpn.org/privacy-policy/> and may be updated from time to time as stated therein.

(d) Code of Ethics & Appeal Procedures. Member hereby agrees to abide by (and to ensure that its Users and Subsidiaries abide by) the terms of the *CODE OF ETHICS* attached hereto as Schedule IV (the “Code of Ethics”). Any action taken against Member pursuant to this Code of Ethics shall be effective upon thirty (30) days’ written notice to Member. Depending on the basis for the action, Member may have the ability to undertake an appeal of the action, pursuant to the *APPEAL PROCEDURES* attached hereto as Schedule V.

13. Indemnification. Member hereby agrees to indemnify, defend, release and hold harmless TPN, its member, their Affiliates, and each of their respective officers, directors, employees and staff, from and against any and all claims, proceedings, damages, injuries, liabilities, losses costs and expenses (“**Claims**”; and each a “**Claim**”), including reasonable attorneys’ fees and litigation expenses, relating to or arising from: (a) the breach or alleged breach of any condition, covenant, representation, warranty or restriction herein by Member or its Users; (b) any individual or entity accessing, using, publishing, distributing, relying in any way upon the Best Practices, any Assessment Material (including any Reports), any Third-Party Information, or any other security information that Member (or its Users) obtained or provided through, or in connection with, the Services; (c) the infringement or violation of any of the Intellectual Property Rights of TPN or its Affiliates; and/or (d) the gross negligence or willful misconduct of Member or its Users.

14. Limitation of Liability.

(a) Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF TPN, TOGETHER WITH ITS AFFILIATES AND REPRESENTATIVES, ARISING OUT OF OR RELATED TO THIS AGREEMENT (OR ANY OF THE SERVICES) EXCEED THE TOTAL FEES PAID BY THE MEMBER FOR THE INITIAL TERM OR RENEWAL TERM IN WHICH THE FIRST INCIDENT GIVING RISE TO THE LIABILITY OCCURRED. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

(b) Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. FOR CLARITY, AMOUNTS FINALLY AWARDED BY A COURT PURSUANT TO A CLAIM BROUGHT BY A THIRD-PARTY OR AS PART OF AN APPROVED SETTLEMENT WITH A THIRD-PARTY, SHALL BE DEEMED DIRECT DAMAGES AND THEREFORE NOT SUBJECT TO THE EXCLUSIONS SET FORTH IN THIS SECTION 14(b) (EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES).

(c) THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 (LIMITATION OF LIABILITY) SHALL APPLY EVEN IF A PARTY’S WARRANTIES OR REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

(d) Each Party acknowledges and agrees that the Parties entered into this Agreement in reliance upon the limitations of liability set forth in this Section 14 (Limitation of Liability), that the same reflect an allocation of risk between the Parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the Parties.

15. Non-Exclusivity. Member hereby acknowledges and agrees that its participation in TPN’s programming: (a) is entirely voluntary; and (b) is non-exclusive and does not, in any manner, restrict it from obtaining security assessment or consulting services outside of the TPN’s programming, or from third-parties unaffiliated with TPN.

16. Publicity. TPN shall have the right to publicly identify Member as a user of the Services in its marketing and promotional efforts (including, without limitation, commercial presentations and marketing materials), and may use Member’s logo(s) for this purpose.

17. Governing Law; Binding Arbitration; Waiver of Jury Trial.

(a) Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California without regard to conflicts of law principles.

(b) Binding Arbitration. If any dispute arising out of or relating to this Agreement, including any dispute as to the breach, validity, or enforceability of this Agreement, cannot be settled through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by JAMS. Thereafter, any unresolved controversy or claim arising out of or relating to this Agreement or the breach, validity, or enforceability of any of its provisions (including, but not limited to, this Section 17(b) (Binding Arbitration)) shall be settled by final and binding confidential arbitration in Los Angeles, California, before one arbitrator, administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Parties shall make a good faith effort to select a mutually agreeable arbitrator. If the Parties are unable to reach agreement on an arbitrator, one will be selected in accordance with JAMS's rules. The Parties agree that wherever practicable, they will request JAMS to include a fair representation of diverse candidates (considering gender, race, ethnicity, sexual orientation, and disability) on its roster and list of potential arbitrator appointees. This Agreement shall incorporate the provisions of section 1283.05 of the California Code of Civil Procedure. The remedy provided by this binding arbitration provision is exclusive; provided that, nothing in this provision shall bar a Party from seeking injunctive relief in emergent circumstances, including but not limited to the dissemination of its intellectual property or as provided in Section 4(d) (Injunctive Relief), from a court of competent jurisdiction. The prevailing Party in an arbitration under this Section 17(b) (Binding Arbitration) may file an action to confirm and to enforce the arbitration award in any court of competent jurisdiction, and the Parties hereby submit to the personal jurisdiction of the above courts for purposes of any such action. The Parties consent to the service of process of said courts by personal delivery by overnight mail or international courier, which requires signing on receipt, postage prepaid, to the representatives of the Parties in accordance with Section 18(a) (Notices) of this Agreement

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM RELATING TO THIS AGREEMENT.

18. General Provisions.

(a) Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder must be in writing and delivered by electronic mail, recognized overnight courier service with tracking capabilities, or first-class prepaid certified or registered mail (with acknowledgment of receipt requested), addressed as set forth below or to such other address as a party may designate. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder will be conclusively deemed to have been received by a Party hereto (i) in the case of electronic mail, three (3) business days after the message is sent, (ii) in the case of overnight delivery using a recognized overnight courier service with tracking capabilities, two (2) business days after deposit with the courier service and (ii) in the case of mailing by certified or registered U.S. mail, three (3) business days after deposit in the mail. All notices made or given pursuant to this Agreement must be in the English language.

if to TPN: Trusted Partner Network, LLC
c/o Motion Picture Association
15301 Ventura Blvd., Bldg. E
Sherman Oaks, CA 91403
United States of America
Attention: Terri Davies
Email: terri_davies@motionpictures.org

with a copy to: Trusted Partner Network, LLC
c/o Motion Picture Association
1600 I Street, NW
Washington, D.C. 20006
Attn: Stephen G. Vaskov
Email: Steve_Vaskov@motionpictures.org

if to the Member: Notices will be provided to Member at the address listed on the first page of this Agreement.

(b) Force Majeure. Neither Party shall be liable for any delays or nonperformance resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire, epidemic or other casualty, acts of God, strikes or labor disputes, wars or other violence, or any Laws, orders, or requirements of any governmental agency or authority.

(c) Survival and Interpretation. The following provisions will survive any expiration or termination of this Agreement: Section 2(c) (Acknowledgements); Section 3 (Fees & Taxes); Section 4 (Confidentiality); Section 5 (Assessment Material); Section 6(c) (Member's Representations & Warranties); Section 6(d) (Disclaimers); Section 7 (Suggestions); Section 12(c) (Privacy Policy); Section 13 (Indemnification); Section 14 (Limitation of Liability); Section 16 (Publicity); Section 17 (Governing Law; Binding Arbitration; Waiver of Jury Trial); and Section 18 (General Provisions).

(d) Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto (and their permitted assigns), and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement *except that* (i) the referenced Vendors are intended third-party beneficiaries of Section 4 (Confidentiality), (ii) the referenced entities are intended third-party beneficiaries of Section 5(b) (Rights Granted to Third-Parties), Section 13 (Indemnification) and Section 14 (Limitation of Liability), and (iii) there may be third-party beneficiaries of Section 8 (Blue Trademark Guidelines) and the Assessment T&Cs solely as expressly outlined therein.

(e) Assignment and Subcontracting. Except as provided below, neither Party may assign, transfer, or delegate any of its rights or obligations hereunder without the prior written consent of the other Party. The Member hereby consents to TPN assigning or subcontracting any of its rights or obligations hereunder to (a) any Affiliate, whether located within or outside of the United States, or (b) any entity that acquires all or a substantial part of the assets or business of TPN.

(f) Further Assurances. Each Party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments, and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(g) Entire Agreement; Conflicts. This Agreement, including the schedules and exhibits, constitute the entire agreement between the Parties with respect to the subject matter hereof; and it shall supersede all other oral and written representations, understandings, or agreements relating to the subject matter of this Agreement. In the event of any conflict between this Agreement (or any portion thereof) and any other agreement now existing or hereafter entered into between Member and TPN, this Agreement shall prevail.

(h) Amendment and Waiver. Except as set forth in Section 11 (Modifications to this Agreement) hereof the Parties agree that this Agreement may not be amended except by written agreement signed by the parties. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver. The failure of either Party to enforce at any time any of the provisions of this Agreement, or the failure of either Party to require the performance by the other Party of any provisions of this Agreement, shall not be construed as a waiver of such provisions in the future, nor will it affect the ability of a Party to enforce each and every provision thereafter. A waiver will not be deemed effective unless provided in writing.

(i) Severability. If any of this Agreement is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

(j) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

SCHEDULE I

TPN ASSESSMENT TERMS AND CONDITIONS FOR VENDORS

These TPN Assessment Terms and Conditions for Vendors (these “**Terms**”) govern the contracting for, receipt or sponsorship of, any TPN Assessments by the Member Parties. To the extent that any of Member’s Subsidiaries (or Users) contract for, receive or sponsor any TPN Assessments, the Member is responsible for ensuring that they abide by these Terms. These Terms are incorporated into, and form an integral part of, the Membership Agreement (the “**Agreement**”). Capitalized terms not defined herein shall have the definitions set forth in the Agreement.

The Member hereby agrees as follows:

1. **Definitions.**

- (a) “**Gold Trademark Guidelines**” means the guidelines and trademark license attached hereto as Appendix I.
- (b) “**Report**” shall have the meaning set forth in the Agreement.
- (c) “**Sponsor**” means the person or entity that paid for the TPN Assessment.
- (d) “**Target Area**” means the specific facility, product, or service whose security posture is being assessed in a particular TPN Assessment.
- (e) “**Target Company**” means with respect to any particular TPN Assessment, the company whose facility, product or service is assessed.
- (f) “**TPN Assessment**” has the meaning set forth in Section 2(a) (Definition of TPN Assessment) below.

2. **General.**

(a) Definition of TPN Assessment. In order to be considered a “**TPN Assessment**” a security assessment must: (i) be a point-in-time security assessment of a facility, software application, or cloud service; (ii) use the Best Practices as its baseline; (iii) be performed by an Accredited Assessor who is accredited to perform assessments of that type; and (iv) produce a report that successfully completes TPN’s Gold QC Process (as hereinafter defined). A security assessment that fails to meet each of these criteria will not be considered a TPN Assessment, nor result in the conferral of any Gold Status Benefits (as hereinafter defined).

(b) Engagement Letter. In connection with any TPN Assessment, the applicable Target Company and Accredited Assessor may enter into a written agreement with each other and/or third parties (e.g., a third-party Sponsor) (each such agreement, an “**Engagement Letter**”) to outline the terms and conditions of their commercial relationship. Any Engagement Letter may contain provisions consonant with those set forth in these Terms; *however*, in no circumstance may any provision of an Engagement Letter conflict with any provision in these Terms (or the Agreement). Any provision of an Engagement Letter that conflicts with a provision of these Terms shall be rendered void and of no effect.

3. **Process & Benefits.** The following provisions shall govern any TPN Assessment in which one of the Member Parties is the Target Company.

(a) Questionnaire. Before any TPN Assessment can be performed, the Target Company must complete all applicable Questionnaires. The Platform establishes the scope of each TPN Assessment on an automated basis, by using the Target Company’s Questionnaire responses and other information self-reported by the Target Company to identify security controls relevant to the assessment, and creates an assessment-specific control set for the applicable Accredited Assessor. It is a material requirement that each Target Company ensure that the Questionnaire responses and any other self-reported information are complete and accurate.

(b) Review. Each TPN Assessment will involve a review of the security policies, vulnerabilities, and practices of the Target Area, using the Best Practices as its baseline. In the course of Accredited Assessor’s review, Target Company shall reasonably cooperate with Accredited Assessor in the performance of the TPN Assessment, including, without limitation, by: providing Accredited Assessor with reasonable access to all relevant aspects of the Target Area and timely access to necessary data, information, systems, and personnel of the Target Company. Unless otherwise provided in an Engagement Letter, the Target Company shall be solely responsible for, among other things: (i) reviewing the initial results of the TPN Assessment and providing responsive comments, if necessary, (ii) evaluating the final results of the TPN Assessment, and undertaking appropriate remediation plans, and (iii) establishing and maintaining internal security controls during and after the TPN Assessment, including, without limitation, monitoring ongoing activities.

(c) Draft & Vendor Response. Within ten (10) business days after an Accredited Assessor completes their review of the content security processes, practices, and vulnerabilities applicable to the Target Area, the Accredited Assessor shall: upload its draft report (the “**Draft**”; and together with the Report, the “**Reports**”) to the Platform; and discuss the Draft’s findings with the Target Company (this discussion, the “**Debrief**”). TPN will make a copy of the Draft available to the Target Company and Accredited Assessor within the Platform, but will *only* provide it to third-parties as required by law or provided in the Agreement. If the Target Company objects, or would otherwise like to respond, to any of the findings or content in the Draft, the Target Company shall provide its objections and responses in writing to the Accredited Assessor (this, the “**Vendor Response**”). Upon receiving the Vendor Response, Accredited Assessor shall promptly update the Draft to the extent necessary to correct any (legitimate) errors identified in the Vendor Response. If the Vendor Response identifies any confidential information that the Target Company feels was unnecessarily included in the Draft, the Accredited Assessor shall remove such information *unless* it is reasonably necessary to competently and adequately describe the Target Company’s security posture.

(d) Quality Assurance. Once the Draft has been uploaded to the Platform, TPN may review it in order to ensure that it

complies with the formal requirements for TPN Assessments (this review, the “**Gold QC Process**”). The Gold QC Process will determine whether the Draft: is in TPN’s required format; contains the categories of information required by TPN; provides sufficient documentation of all findings; and otherwise aligns with the standards and policies that TPN has established. In the event that TPN identifies elements of the Draft that do not align with TPN’s requirements, Accredited Assessor will promptly rectify the non-conformances in the Draft, and provide a corrected copy to TPN.

(e) **Report Completion & Distribution.** After the Target Company has been given an opportunity to respond to the Draft (as set forth in Section 3(b) (Review)) and the Draft has undergone the Gold QC Process, the Accredited Assessor shall prepare the Report and upload it to the Platform. TPN will make the Report available to third parties via the Platform (this, “**Publication**”) as described in the Agreement.

(f) **Gold Status Benefits.** For two years following Publication of the Report, the Target Company will have access to the following benefits (these, the “**Gold Status Benefits**”): (i) the Target Area will be identified as holding “*GOLD STATUS*” in the Platform; and (ii) TPN will grant the Target Company a license to use the Gold Trademark (as defined in the Gold Trademark Guidelines), pursuant and subject to the terms and conditions of the Gold Trademark Guidelines. For avoidance of doubt, if the Membership Term expires while the Target Company is entitled to these benefits, the Target Company’s license to these Gold Status Benefits shall survive until the full two-year period has elapsed. For further avoidance of doubt, each (non-Member) Target Company shall be an intended third-party beneficiary of this Section 3(f) (Gold Status Benefits), but *only if* it is a Vendor and one of Member’s Subsidiaries.

(g) **No Misrepresentation.** After Publication, the Target Company may disclose that the Target Area has been the subject of a TPN Assessment and use the Gold Trademark as provided in Section 3(f) (Gold Status Benefits), but may not, in any manner: (i) represent, either orally or in writing, that TPN has approved or endorsed the Target Company’s handling of content or any aspect of the Target Company’s services, security protocols, procedures, processes, or controls; or (ii) otherwise misrepresent the scope or nature of the TPN Assessment. The Target Company shall use best efforts to communicate this obligation to its employees and to outside contractors or consultants engaged in advertising or promoting the Target Company’s products or services.

4. Rights in the Assessment Material. All Reports shall be owned solely by the applicable Sponsor *unless* the Target Company and/or Sponsor enter into an Engagement Letter that states otherwise. TPN and others shall have the right to use each Report as outlined in the Agreement.

5. Representations, Warranties and Covenants. The Member hereby represents, warrants, and agrees that all information provided to an Accredited Assessor by, or on behalf of, any Member Parties, in respect of any TPN Assessment which they are undergoing or sponsoring, will be accurate and complete, in all material respects.

6. Conflicts of Interest. During the performance of any TPN Assessment for which the one of the Member Parties is the Target Company or Sponsor, the Member Parties shall abide by the provisions of the Code of Ethics. In the event that the Code of Ethics is violated by any party in connection with any performance of a TPN Assessment, TPN will have the right, in its sole discretion, to: mark the Report to indicate that it is compromised by conflict(s) of interest; reject the Report and decline to grant *GOLD STATUS* to the Target Company; and/or take such other action as is necessary to protect the integrity of information under TPN’s programming.

7. Disclaimer. The Member hereby acknowledges and agrees that each TPN Assessment will be performed by the applicable Accredited Assessor alone, without any input or assistance from TPN. The Member further acknowledges that: (a) TPN’s accreditation of an Accredited Assessor is solely an indication that the Accredited Assessor’s formal qualifications meet the Accreditation Program’s standards; and (b) TPN’s accreditation does not provide any guarantee as to the quality of a Accredited Assessor’s work. **AS A RESULT OF THE FOREGOING ACKNOWLEDGEMENTS IN THIS SECTION 5 (DISCLAIMER), THE PARTIES HEREBY AGREE THAT TPN SHALL BEAR NO RESPONSIBILITY OR LIABILITY FOR ANY INADEQUACIES, INACCURACIES OR OTHER DEFICIENCIES IN THE ACCREDITED ASSESSOR’S PERFORMANCE.**

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APPENDIX I
GOLD TRADEMARK GUIDELINES

The Gold Trademark is one of TPN's most valuable assets and these specifications are intended to preserve the goodwill attached to it. These Gold Trademark Guidelines govern all use of the Gold Trademark pursuant to Section 2 (License) below. Capitalized terms not defined herein shall have the definitions set forth in the Terms or the Agreement.

1. **Definition.** For the purpose of these Gold Trademark Guidelines, “**Gold Trademark**” shall mean the Trusted Partner Network, LLC logo in the form shown below:



2. **License.** If Member or any of its Vendor Subsidiaries undergoes and successfully completes a TPN Assessment, TPN grants such company (each, the “**Licensee**”) a limited, non-exclusive, non-transferable, non-sublicensable license to use the Gold Trademark for two years following the Publication of the applicable Report, *solely* in order to publicize or advertise that the Licensee has undergone a TPN Assessment. This license is subject to the Member's continuous compliance with the Agreement, and the Licensee's continuous compliance with these Gold Trademark Guidelines.

3. **Reservation of Rights.** TPN hereby reserves all rights not expressly granted to the Licensee in these Gold Trademark Guidelines. Member agrees that the Licensee's license to use the Gold Trademark is limited, and that the Gold Trademark may only be used as set forth in Section 2 (License). Member further hereby acknowledges and agrees that the Gold Trademark is one of TPN's most valuable assets and that these Gold Trademark Guidelines are intended to preserve the value attached to the Gold Trademark.

4. **Modification and Termination.** Member understands and agrees that, without prior notice to Licensee and in TPN's sole discretion: (a) TPN may modify or terminate Licensee's limited license to use the Gold Trademark; and (b) TPN reserves the right to take any and all actions including, without limitation, legal proceedings, against any use of the Gold Trademark that does not comply with the Terms or these Gold Trademark Guidelines.

5. **No Affiliation.** Licensee will not display the Gold Trademark in any manner that implies that Licensee is related to, affiliated with, or sponsored by TPN.

6. **No Disparagement.** Licensee may only use the Gold Trademark in a manner designed to maintain the highest standard, quality, and reputation that is associated with the Gold Trademark, and shall not use the Gold Trademark in any way that may directly or indirectly disparage TPN or its products or services.

7. **No Dominant Display.** Licensee may not display the Gold Trademark as the largest or most prominent trademark in any materials (including, without limitation, any web site or product literature) produced by Licensee in respect of its business.

8. **No Combination.** Licensee may not hyphenate, combine, or abbreviate the Gold Trademark. Licensee shall not incorporate the Gold Trademark into the name of Licensee's organization, services, products, trademarks, or logos. The foregoing prohibition includes the use of the Trademark in the name of any application, service, or product or in a URL to the left of the top-level domain name (e.g., “.com”, “.net”, “.uk”, etc.).

9. **No Misleading Use.** Licensee may not display the Gold Trademark in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as determined by TPN in its sole discretion.

10. **No Dilution.** Licensee may not directly or indirectly take, omit to take, or permit any action which will or may dilute the Gold Trademark or TPN's rights therein.

11. **Trade Dress.** Licensee may not imitate the trade dress or “look and feel” of any of TPN's web sites, or pages contained in any of TPN's web sites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons, or other elements associated with TPN or the Platform.

12. **No Challenges.** Licensee shall not, at any time, challenge or encourage, assist or otherwise induce third parties to challenge the Gold Trademark (except to the extent such restriction is prohibited by law) or TPN's registration thereof, nor shall Licensee attempt to register any trademarks, service marks, trade names, logos, product names, service names, legends, domain names, other designations, or abbreviations of any of the foregoing, or other distinctive brand features that are confusingly similar in any way (including, but not limited to, sound, appearance and spelling) to the Gold Trademark.

13. **Enforcement.**

(a) **Notification.** Licensee shall immediately notify TPN in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Gold Trademark, claim that the Gold Trademark is invalid, or opposition to the registration of the Gold Trademark; (ii) actual, suspected, or threatened claim that use of the Gold Trademark infringes the rights of any third party; (iii) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under the Terms or these Gold Trademark Guidelines; or (iv) other actual, suspected or threatened claim to which the Gold Trademark may be subject.

(b) **Actions.** With respect to any of the matters listed in Section 13(a) (Notification): (i) TPN shall have exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee agrees to provide TPN with all assistance that TPN may reasonably require in the conduct of any claims or proceedings; and (iii) TPN shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

SCHEDULE II

BLUE TRADEMARK GUIDELINES

The Blue Trademark is one of TPN's most valuable assets and these specifications are intended to preserve the goodwill attached to it. These Blue Trademark Guidelines govern all use of the Blue Trademark pursuant to Section 2 (License) below. Capitalized terms not defined herein shall have the definitions set forth in the Terms or the Agreement.

1. **Definition.** For the purpose of these Blue Trademark Guidelines, “**Blue Trademark**” shall mean the Trusted Partner Network, LLC logo in the form shown below:



2. **License.** If all applicable Questionnaires are completed in respect of Member or any of its Vendor Subsidiaries, TPN grants the company whose Questionnaires have been completed (each, the “**Licensee**”) a limited, non-exclusive, non-transferable, non-sublicensable license to use the Blue Trademark for one year (the “**Initial TM License Term**”), *solely* in order to publicize or advertise that its security information is available via TPN. This trademark license will be extended for an additional one-year period (an “**Additional TM License Term**”) if the relevant company re-validates its Questionnaires (i.e., ensures they remain complete & accurate, and affirms that they are current and accurate within the Platform, when prompted) following the expiration of the Initial TM License Term or any Additional TM License Term. This license is subject to the Member's continuous compliance with the Agreement, and the Licensee's continuous compliance with these Blue Trademark Guidelines.

3. **Reservation of Rights.** TPN hereby reserves all rights not expressly granted to the Licensee in these Blue Trademark Guidelines. Member agrees that the Licensee's license to use the Blue Trademark is limited, and that the Blue Trademark may only be used as set forth in Section 2 (License). Member further hereby acknowledges and agrees that the Blue Trademark is one of TPN's most valuable assets and that these Blue Trademark Guidelines are intended to preserve the value attached to the Blue Trademark.

4. **Modification and Termination.** Member understands and agrees that, without prior notice to Licensee and in TPN's sole discretion: (i) TPN may modify or terminate Licensee's limited license to use the Blue Trademark; and (ii) TPN reserves the right to take any and all actions including, without limitation, legal proceedings, against any use of the Blue Trademark that does not comply with these Blue Trademark Guidelines.

5. **No Affiliation.** Licensee will not display the Blue Trademark in any manner that implies that Licensee is related to, affiliated with, or sponsored by TPN.

6. **No Disparagement.** Licensee may only use the Blue Trademark in a manner designed to maintain the highest standard, quality and reputation that is associated with the Blue Trademark, and shall not use the Blue Trademark in any way that may directly or indirectly disparage TPN or its products or services.

7. **No Dominant Display.** Licensee may not display the Blue Trademark as the largest or most prominent trademark in any materials (including, without limitation, any web site or product literature) produced by Licensee in respect of its business.

8. **No Combination.** Licensee may not hyphenate, combine, or abbreviate the Blue Trademark. Licensee shall not incorporate the Blue Trademark into the name of Licensee's organization, services, products, trademarks, or logos. The foregoing prohibition includes the use of the Trademark in the name of any application, service, or product or in a URL to the left of the top-level domain name (e.g., “.com”, “.net”, “.uk”, etc.).

9. **No Misleading Use.** Licensee may not display the Blue Trademark in any manner that is misleading, unfair, defamatory, infringing, libelous, disparaging, obscene or otherwise objectionable as determined by TPN in its sole discretion.

10. **No Dilution.** Licensee may not directly or indirectly take, omit to take, or permit any action which will or may dilute the Blue Trademark or TPN's rights therein.

11. **Trade Dress.** Licensee may not imitate the trade dress or “look and feel” of any of TPN's web sites, or pages contained in any of TPN's web sites, including without limitation, the branding, color combinations, fonts, graphic designs, product icons, or other elements associated with TPN or the Platform.

12. **No Challenges.** Licensee shall not, at any time, challenge or encourage, assist or otherwise induce third parties to challenge the Blue Trademark (except to the extent such restriction is prohibited by law) or TPN's registration thereof, nor shall Licensee attempt to register any trademarks, service marks, trade names, logos, product names, service names, legends, domain names, other designations, or abbreviations of any of the foregoing, or other distinctive brand features that are confusingly similar in any way (including, but not limited to, sound, appearance, and spelling) to the Blue Trademark.

13. **Enforcement.**

(a) **Notification.** Licensee shall immediately notify TPN in writing with reasonable detail of any: (i) actual, suspected, or threatened infringement of the Blue Trademark, claim that the Blue Trademark is invalid, or opposition to the registration of the Blue Trademark; (ii) actual, suspected, or threatened claim that use of the Blue Trademark infringes the rights of any third party; (iii) person applying for, or granted, a registered trademark by reason of which that person may be, or has been, granted rights which conflict with any of the rights granted to Licensee under these Blue Trademark Guidelines; or (iv) other actual, suspected or threatened claim to which the Blue Trademark may be subject.

(b) **Actions.** With respect to any of the matters listed in Section 13(a) (Notification): (i) TPN shall have exclusive control over, and conduct of, all claims and proceedings; (ii) Licensee agrees to provide TPN with all assistance that TPN may reasonably require in the conduct of any claims or proceedings; and (iii) TPN shall bear the cost of any proceedings and will be entitled to retain all sums recovered in any action for its own account.

SCHEDULE III

ACCEPTABLE USE POLICY

This Acceptable Use Policy (“**Policy**”) governs the use of all Services offered by Trusted Partner Network, LLC (including <https://tpn.org>) by the Member and its Users. This Policy is incorporated into, and forms an integral part of, the Membership Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed them in the Membership Agreement.

The Member hereby agrees to adhere to and be bound by following terms, and to ensure that its Users abide by them in all respects:

- TPN’s systems shall not be used to perform any illegal activities, including but not limited to, accessing any systems, internal or external, without proper authorization, hacking, launching attacks, sending spam, spreading malware, performing unauthorized business activities, or any other illegal activities.
- All access to and use of TPN’s systems should be strictly for the Member’s business purposes.
- All Users are responsible for safeguarding any confidential or personal information they access.
- No User may undertake any of the following activities, or assist, encourage or enable others to do so:
 - o Access or collect data that is stored, transmitted, collected, generated or otherwise made available via TPN, its systems, products or services using automated means (unless provided by TPN), or attempt to access data Users do not have permission to access;
 - o Attempt to gain unauthorized access to TPN’s systems, any TPN Software, user accounts or TPN’s networks via hacking, password mining, or any other means;
 - o Use TPN’s systems or the TPN Software to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature;
 - o Use any device, software or routine that interferes with proper working of TPN’s systems or any TPN Software, or otherwise attempt to interfere with the proper working of these items;
 - o Use TPN’s systems (or the information hereon) to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, TPN’s Systems or the TPN Software; or
 - o Make its individual login credentials available to any third party (other than TPN technical support staff).
- If any User’s login credentials are compromised or stolen, the User shall change their password immediately and report the security incident to TPN.
- Member may not misuse any reporting, flagging, dispute, or appeals channel, such as by making fraudulent, duplicative, or groundless reports or appeals.

Investigation and Enforcement

TPN may investigate any suspected violation of this Policy, and remove or disable access to any content or resource that violates this Policy. Member agrees to cooperate with TPN in any such investigation and remedy any violation. When determining whether there has been a violation of this Policy, TPN may consider Member’s ability and willingness to comply with this Policy, including the policies and processes Member has in place to prevent or identify and remove any prohibited content or activity. To report any violation of this Policy, please contact admin@tpn.org.

SCHEDULE IV

CODE OF ETHICS

This Code of Ethics (“Code”) establishes the general rules of ethics and compliance to be followed by participants in Trusted Partner Network, LLC’s programming. All participants in TPN’s programming (such parties, “Participants”, and each a “Participant”) are expected to adhere to the ethical principles and guidelines set forth in this Code, and ensure that their employees, subcontractors and agents also do so.

This Code is incorporated into, and forms an integral part of, the Membership Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed them in the Membership Agreement.

I. General Conduct Guidelines

The ethical guidelines in Section I (General Conduct Guidelines) of this Code are applicable to *all* Participants. They must be adhered to by all Accredited Assessors, Vendors, and Content Owners at all times.

a. Compliance with TPN Policies and Guidelines

From time to time, TPN may establish or modify written guidelines, policies and procedures that are not part of the Agreement, but are to govern work performed in association with TPN (*e.g., the TPN Assessment Final Report Quality Review Process Guidelines*) (each a, “Policy”). These Policies are intended to ensure the efficiency, transparency, ethical integrity, and lawfulness of TPN’s programs and all work performed within them. As a result, it is essential that Participants comply with *all* applicable Policies *at all times*.

b. Non-Discrimination

TPN respects the personal dignity, privacy, and individual rights of all people, regardless of gender, nationality, culture, religion or skin color. TPN does not tolerate any discrimination or any sexual or other personal harassment or offense by Participants. These principles apply both in interactions with TPN’s representatives and in Participants’ conduct with Vendors, Accredited Assessors, or Content Owners.

c. Accuracy in Records and Reports

Accurate and truthful reporting is part of open and effective cooperation. All information, records, and reports provided in connection with TPN’s programming (including any invoices or payment documentation) that are produced internally or communicated externally must be accurate and truthful. In accordance with proper accounting principles, data records and other reports must always be complete, accurate, timely, and system-compatible. The requirement of truthful reporting also applies in particular to expense accounts.

d. Truthfulness in the Assessment Process

Truthful and accurate disclosures by Participants are central to ensuring that programming functions effectively. Participants shall not provide any false or misleading information to Accredited Assessors or TPN, in respect of any assessment. Further, when asked to provide information in connection with TPN’s programs or Services, Participants shall ensure that they disclose all material facts in respect of the information requested.

e. Fair Competition

Upholding the standards of fair competition in the free market is of ultimate importance to the TPN. As such, all Participants are duty-bound to observe the rules of fair competition. All Participants shall avoid engaging in and/or the appearance of engaging in anticompetitive practices such as price fixing, bid rigging, boycotting, creation of monopolies, exclusive dealing agreements, tying arrangements, or any other activity that would tend to discourage or reduce market competition.

f. Prohibition Against Offering and Granting Benefits

Participants shall transact for services on the basis of the quality and price of the services offered. No Participant may offer, grant, request or accept unjustified benefits in connection with its business activities – directly or indirectly – in the form either of cash payments or of other benefits. In particular, the provision or acceptance of any unjustified benefit with the intention of influencing assessment results is strictly prohibited. Violations of this section of the Ethics Policy will be treated very seriously and may lead to the Participant’s expulsion from the TPN’s programming.

Promotional gifts should be carefully selected so as to ensure that no impression of dishonesty or impropriety is created. In cases of doubt, the recipient should be asked to obtain prior permission to accept the gift from his/her superior.

Gifts may not be offered to civil servants or other government officials in any circumstances. Participants negotiating contracts with consultants, agents and similar third parties should ensure that these contracts do not offer or grant unjustified benefits.

II. Avoiding Conflicts of Interests & Other Guidelines

a. Vendor & Content Owner Specific Guidelines

The ethical guidelines set forth in this Section II(a) (Vendor & Content Owner Specific Guidelines) are applicable *only* to Vendors and Content Owners. It is important that all Vendors and Content Owners participating in TPN’s programming understand these principles and abide by them at all times.

- A Vendor or Content Owner must not engage any Accredited Assessor or security assessment firm (each of these entities, an “Assessing Party”) to conduct an assessment if they are aware that the Assessing Party has a personal, professional, or financial interest in the target of the assessment.
- Under no circumstances: may a Vendor or Content Owner engage an Assessing Party to perform an assessment where, in the

previous two (2) years, the Assessing Party provided consulting or advisory services intended to assist the Vendor in preparing for the specific assessment at issue; nor may a Vendor or Content Owner engage an Accredited Assessor to perform an assessment where, in the previous two (2) years, the Accredited Assessor provided consulting or advisory services addressing or improving particular-security controls that fall within the assessment's scope. Also, for avoidance of doubt, no Assessing Party may provide consulting or advisory services in respect of a product, facility, or service that they are currently assessing.

- Vendors shall not provide any gifts or social invitations (e.g., dinners, tickets to sporting events, etc.) that would confer a material financial benefit – individually or in the aggregate – to any Assessing Party (*unless* such Assessing Party is a current employee of the Vendor). Further, in their relations with each Assessing Party, Vendors should, at all times, remain cognizant of, and take steps to curb, the appearance of impropriety.

b. Accredited Assessor Specific Guidelines

The ethical guidelines set forth in this Section II(b) (Accredited Assessor Specific Guidelines) are applicable only to Accredited Assessors. It is important that all Accredited Assessors understand these principles and abide by them at all times.

- Accredited Assessors shall only agree to render those services for which they have the necessary knowledge, skills, and experience. In particular, Accredited Assessors shall only perform those TPN Assessments for which they hold the relevant TPN accreditations. Further, all Accredited Assessors shall perform their work with diligence and responsibility.
- Accredited Assessors must remain objective when conducting assessments and working with Vendors. Accredited Assessors have the duty to articulate and expose any deficiencies they find during assessments.
- Accredited Assessors must disclose any potential conflict between personal or professional interests and the performance of their professional duties to any potentially impacted clients, and the Accredited Assessor's superior (if applicable).
- Accredited Assessors should not assess any company in which they have a personal, professional, or financial interest.
- Accredited Assessors should not assess any company that is a direct competitor of the Accredited Assessor or the Accredited Assessor's employer.
- An Accredited Assessor shall not perform a given TPN Assessment if, in the previous two (2) years, the Accredited Assessor provided consulting or advisory services intended to: assist the client in preparing for the assessment; or improve particular security-controls which fall within the assessment's scope. For avoidance of doubt, Accredited Assessors *must* refrain from providing consulting or advisory services in respect of any product, facility, or service they are currently assessing.
- Accredited Assessors shall not provide consulting or advisory services relating to the remediation of any deficiencies identified in a TPN Assessment performed by the Accredited Assessor.
- An Accredited Assessor shall not accept any gifts or social invitations (*e.g.*, dinners, tickets to sporting events, etc.) from a Vendor that would confer a material financial benefit – individually or in the aggregate – to the Accredited Assessor. Further, in their relations with Vendors, Accredited Assessors should remain cognizant of, and take steps to curb, the appearance of impropriety, at all times.

III. Penalties for Violations

If a Participant violates this Code, TPN shall have the right to limit, suspend, or terminate their participation in Trusted Partner Network, LLC's programming. Any such decision may be appealed pursuant to the Appeal Policy.

IV. Managing Complaints

Any Participant can lodge a complaint or report a suspected violation of this Code. The matter will then be investigated, and the necessary measures will be taken as appropriate.

To report any violation of this Policy, please contact admin@tpn.org.

SCHEDULE V

APPEAL POLICY

This Appeal Policy (this “**Policy**”) sets forth: (1) the process by which individuals and entities may challenge certain decisions to deny, limit, suspend or terminate their participation in Trusted Partner Network, LLC’s programming due to their failure to meet or abide by TPN’s rules, policies, requirements or guidelines (any such decision, an “**Adverse Decision**”)(as specifically identified in Section I (Appealable Actions) below); and (2) the rules governing such challenges. This Policy is incorporated into, and forms an integral part of, the Membership Agreement. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed them in the Membership Agreement.

This Policy provides for two (2) levels of appellate review: a preliminary review and determination by TPN’s Chief Executive Officer (the “**Director**”); and if needed, an appeal to the Appeals Committee (the “**Appeals Committee**”).

I. APPEALABLE ACTIONS

Only the following decisions may be appealed pursuant to this Policy:

- Individuals who are seeking accreditation under TPN’s security assessor accreditation program (“**Candidates**”), or who have previously been accredited under this program (“**Assessors**”), may appeal the following Adverse Decisions: (1) the Candidate has been found to be ineligible for accreditation due to a failure to satisfy one or more accreditation requirement(s), or was otherwise deemed ineligible for accreditation; (2) the Assessor was denied reaccreditation for failure to satisfy one or more reaccreditation requirement(s), or was otherwise deemed ineligible for reaccreditation; or (3) TPN has decided to suspend or revoke the Assessor’s accreditation (or related rights) for committing a Serious Violation (as defined in the Program Participation Agreement).
- Vendors (as defined in the Membership Agreement) and Content Owners (as defined in the Membership Agreement) may appeal the following Adverse Decision: TPN has decided to limit, suspend, or terminate their participation in its programming due to their violation of the TPN’s Code of Ethics.

For avoidance of doubt, all Adverse Decisions not identified in this Section are unappealable.

II. CONTENT OF APPEALS

In the appeal process, Participants may challenge the *application* of TPN’s rules, policies, standards, and procedures (this the “**Appropriate Scope**”), including by contesting the factual basis for, or reasoning underlying, particular decisions; and/or disputing the applicability of particular rules to a given circumstance. In no circumstance, however, may Participants challenge the underlying rules, policies, standards, or rubrics themselves in the appeal process.

In the event that TPN receives appeal documentation that raises issues that are outside the Appropriate Scope, Participant will be notified that these issues are outside the Appropriate Scope and these issues will be disregarded. In the event that TPN receives appeal documentation which fails to raise any issues within the Appropriate Scope, this documentation will be rejected.

III. TIMEFRAME FOR SUBMITTING APPEAL

A Participant seeking to present an appeal must submit a written appeal request (a “**Request for Review**”) to the Director within thirty (30) days after being notified of the Adverse Decision (the “**Deadline**”). This Request for Review must be signed by the Participant and conform to the specifications set forth in Section IV (Informal Review by the Director) of this Policy. If the Request for Review does not conform to the specifications set out in this Policy or is not filed by the Deadline, it will be rejected by the Director. TPN will consider waiving the Deadline *only* where the inability to comply with the Deadline is due to factors beyond the control of the Participant.

IV. INFORMAL REVIEW BY THE DIRECTOR

A Participant who is the subject of an Adverse Decision may appeal to the Director by submitting a Request for Review. This Request for Review *must* contain each of the following items:

- The name, phone number, and email address of the Participant;
- The action that led to the appeal (*e.g.*, denial of reaccreditation, suspension from the TPN Program, etc.);
- Each reason the Participant believes the Adverse Decision is incorrect and should be changed; and
- Copies of any supporting documentation.

The Participant should be *especially careful* to note every disagreement they have with the Adverse Decision, as only one appeal may be brought forward for each Adverse Decision.

Within fifteen (15) business days after the submission of Request for Review, the Director will conduct a preliminary review and will either uphold, modify, or take other appropriate action regarding, the Adverse Decision. In certain circumstances, the Director may also immediately refer the appeal to the Appeals Committee for review and resolution.

Once the Director issues their decision, the Participant shall have the right to appeal that decision by providing the Director with written notice of their desire to appeal within thirty (30) days after the Director’s decision. This notice should state the reasons the Participant believes the initial Director determination is incorrect and should be reversed or modified. If the Participant requests this second-level of review, the Adverse Decision will then be referred to the Appeals Committee.

V. APPEALS TO THE APPEALS COMMITTEE

Appeals of Director determinations will be reviewed and resolved by the Appeals Committee. This committee will include representatives of at least three (3) of Motion Picture Association, Inc.’s member studios. In order to defray the cost of convening and

hosting these individuals, the Participant must pay a non-refundable \$500 fee before scheduling a hearing with the Appeals Committee. Once a complete written appeal is received, the Appeals Committee will notify the Participant of the appeal schedule. A Participant may request a hearing in person or by telephone conference to present information to the Appeals Committee. In reviewing the adverse action, the Appeals Committee shall consider the following:

- The written Request for Review;
- Evidence and arguments presented by the Director;
- Evidence and arguments presented by the Participant, in person, by telephone or in writing; and
- Any other objective evidence which pertains to the matter at hand and which is presented to the committee.

Within one week after the close of a hearing, the Appeals Committee will review the record and issue a final decision (a “**Decision**”) to the Participant, which will include the relevant factual determinations and reasoning of the Appeals Committee. All Decisions of the Appeals Committee are final.

No member of the Appeals Committee may participate in the review if they are associated or affiliated with the party making the appeal.

VI. FINALIZING AND CLOSING APPEALS

An appeal will be closed when: (1) Participant fails to appeal an adverse action or decision of the Director within the timeframes set forth in this Policy; (2) the appeal has been withdrawn or terminated by the Participant; or (3) a Decision is issued by the Appeals Committee.

VII. QUESTIONS CONCERNING THE APPEAL POLICY

Participants with any questions concerning the Appeal Policy should submit the question(s) by email to admin@ttn.org or by mail to:

Trusted Partner Network, LLC
c/o Motion Picture Association
15301 Ventura Blvd., Bldg. E
Sherman Oaks, CA 91403
United States of America
Attention: Terri Davies