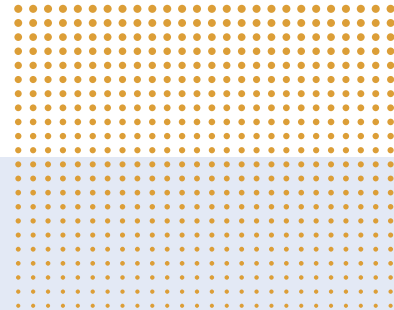




Code of Conduct +Policies



| | |
|--|----|
| Overview | 2 |
| I. Code of Conduct & Ethics | 3 |
| II. Responsibilities of Membership | 4 |
| III. Intellectual Property/Non-Disclosure Agreement | 5 |
| IV. Other ProVisors Policies | 6 |
| A) Membership Policy | 6 |
| B) Recruitment Policy | 8 |
| C) Exclusivity Policy | 9 |
| D) Diversity, Equity & Inclusion Policy | 10 |
| E) Non-Solicitation Policy | 10 |
| F) Anti-Harassment and Anti-Discrimination Policy | 12 |
| G) Recording Policy | 13 |
| H) Sensitive Topics Policy: Religion & Politics | 13 |
| I) Meeting Topic Policy | 13 |
| J) Guesting Policy | 13 |
| K) Weather Policy | 13 |
| L) Alcohol Policy | 14 |
| M) Non-ProVisors Events Policy (Assumption of Risk and Waiver) | 14 |
| V. Process: Addressing Breaches of Agreement | 14 |
| A) Code of Conduct Violations | 15 |
| B) Responsibilities of Membership Violations | 16 |
| C) Complaints Investigation Procedure | 16 |

Overview

ProVisors has a rich history of bringing together experienced Trusted Advisors for meaningful networking. Through our 30+ year history, we have developed processes, policies and guidelines that help foster a safe and productive environment for our members. We subscribe to the philosophy that “strong fences make good neighbors,” so as you read this document, please know that its primary intent is to help prevent or minimize any member misconduct or misunderstandings.

By joining ProVisors, you are agreeing to read, acknowledge and honor the policies and processes detailed in these pages, which we collectively refer to as ProVisors’ Member Agreements, and which are comprised of ProVisors’ Code of Conduct & Ethics, Responsibilities of Membership, Policies, and Intellectual Property/Non-Disclosure Agreement, as well as the Process for Addressing Breaches.

A current version of ProVisors’ Member Agreements can always be found on the ProVisors Hub, and members will be asked to review the most current version on a regular basis.

If you have any questions, please connect with your Group Leader or your ProVisors Regional Director.

I. Code of Conduct & Ethics

As a member of ProVisors, you agree to abide by the following Code of Conduct:

- A. **Integrity:** I will behave in a legal and ethical manner based on honesty, truthfulness, and fairness.
- B. **Credentials:** I possess (and will keep in good standing) the technical skills, proven professional competencies, and appropriate licenses, including any requirements for my industry's professional associations, to deliver exceptional levels of service to the business community. I am also in compliance with the standards associated with any professional credential I claim. I understand that ProVisors reserves the right to verify that I am in good standing within my profession.
- C. **Accountability:** I will both accept responsibility for my behavior and respond promptly to other members and their referred clients.
- D. **Confidentiality:** I will respect the confidentiality of other members and their referred clients.
- E. **Respect:** I will treat other ProVisors' members, guests and staff respectfully, avoiding any action that may discredit ProVisors, its members, or their clients. I will also refrain from any act of harassment or bullying which creates an intimidating, hostile, or offensive environment for other members or staff. I agree to work with ProVisors and its members to provide a membership experience that is free from all forms of harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity, or disability.
- F. **ProVisors' Intellectual Property:** I understand I will gain access to information of a confidential, proprietary, or trade secret nature and am willing to sign and abide by the terms of a Non-Disclosure Agreement (see below) to protect this confidential information relating to the business of ProVisors, as well as the contact information and business of ProVisors' members.

II. Responsibilities of Membership

To optimize the value that members both bring and derive from membership, you acknowledge and agree to the honor the following responsibilities:

- A. **Ethics:** I have read the ProVisors Code of Conduct and Ethics and agree to abide by it.
- B. **Participation:** I will get to know each member of my group. I will endeavor to attend at least 75% of my group's meetings or the number of meetings that my group requests, whichever is greater, and one Accelerator Workshop during my first year of membership. In subsequent years of membership, I will commit to attending at least 75% of my group's meetings, or the number of meetings that my group requests – whichever is greater. I will RSVP online in advance of each month's meeting. I will participate in my assigned troikas.
- C. **Collaboration:** I will exchange referrals with and provide introductions to members of my group and throughout the ProVisors community.
- D. **Referrals:** I will read and follow "Referral Etiquette Guidelines," as described in the Member Handbook. I will communicate the outcomes of referrals to the referring parties in a timely manner, regardless of whether business actually transpired. As appropriate, I will publicly acknowledge referrals during group meetings.
- E. **Referral Fees:** I will not request a referral fee from another member of ProVisors.
- F. **Information Sharing:** I will be a resource and proactively share information with my fellow members.
- G. **Recruiting:** I will foster the continued success of ProVisors by identifying qualified new members. I will ask the candidate to contact the ProVisors Regional Director to be vetted for suitability and availability. I understand that guesting is to be approved by the relevant Group Leader, and I should not invite candidates to guest without the express consent of the Group Leader AND the ProVisors Regional Director.
- H. **Engaging the Services of a Member:** If I engage the services of a ProVisors member or provide services to another member, I will resolve any disputes regarding such service (including fees) directly with that member. I will not involve the ProVisors community, including Professionals Network Group, Inc. ("PNG"), in any such disputes.
- I. **Non-Solicitation:** I will abide by ProVisors' non-solicitation policy and will not directly solicit business from other members, solicit personal business, or ask for referrals from other members. I understand that my ProVisors' membership allows me to do business with other members' clients.
- J. **Membership Database Terms of Use:** Access to ProVisors' online membership database is an exclusive benefit of membership in ProVisors. I will not sell, rent, or share ProVisors' membership directory, or allow non-ProVisors members to view ProVisors' membership directory.
- K. **Membership:** I understand that my membership is individual, non-transferable, and non-refundable. Membership renewal is subject to approval by ProVisors and the Group Leader.

III. Intellectual Property/Non-Disclosure Agreement

Through your affiliation with ProVisors, you may gain access to information of a confidential, proprietary, or trade secret nature (“Confidential Information”) relating to the business of ProVisors, its members, and their clients. You agree to protect this Confidential Information as follows:

- A. ProVisors encourages you to introduce members to non-members for prospective business opportunities, and to identify potential new members who may be interested in joining ProVisors (“Permitted Uses of Confidential Information”). In complying with the Permitted Uses of Confidential Information, you may provide to a non-member the names of ProVisors’ members, their contact information, and their occupations only on a need-to know basis for the purpose of developing a prospective business opportunity for such member or for encouraging a non-member to guest at a ProVisors meeting or to join ProVisors.
- B. Subject to the limited Permitted Uses of Confidential Information described above, you agree that you will keep strictly confidential all ProVisors’ Confidential Information and that you will not, directly or indirectly, either while you are a member with ProVisors or at any time after it: (i) use, publish, or otherwise disclose to any third party any ProVisors’ Confidential Information in any format or medium, except with the express written consent of the CEO of ProVisors, or as otherwise required by law, or (ii) use, publish, or otherwise disclose ProVisors’ Confidential Information in any format or medium for your benefit to compete with ProVisors or to use for spamming or other unauthorized contact with members, or for the benefit of any other person or entity to compete with ProVisors or to use for spamming or other unauthorized contact with members, or (iii) publish or allow to be published or disclosed, any ProVisors’ Confidential Information to any person who is not affiliated with ProVisors, except with the express written consent of the CEO of ProVisors. “Confidential Information” means information, whether or not marked as “confidential” or “proprietary” and whether or not in electronic or documentary form, relating to, without limitation, past, present, or future research, development, financial, technological, or business activities of ProVisors, including, but not limited to, ProVisors’ member handbook, member lists, vacancy checklist, strategic partner lists, data about members and their businesses, marketing information, ProVisors’ website content and design, computer software, research, designs, know-how, inventions, methods of operation, copyrightable material, patentable material, trademarkable material, and other intellectual property and trade secrets (as defined in the California Uniform Trade Secrets Act).
- C. Any contribution or suggestion made to ProVisors about ProVisors by a member becomes the intellectual property of ProVisors.

IV. Other ProVisors Policies

A) Membership Policy

Membership is limited to one person per firm per ProVisors group. Memberships are individual, non-transferable, and non-refundable. ProVisors does not offer corporate rates or shared memberships.

Only memberships that are paid in full are considered active memberships. The annual renewal date is based on the month in which the member initially joined and full payment was received.

All new members are on probation for the first year. Membership renewal is at the discretion of the Group Leader and is based upon demonstrating commitment to the Responsibilities of Membership, which includes a minimum of 75% attendance at group meetings, or the number of meetings that my group requests, whichever is greater, and all troikas, proactive collaboration, providing referrals, and information sharing with other ProVisors members.

1. Joining a Second Group

New members must wait a minimum of six months before asking to join a second group. Joining a second group is subject to Group Leader approval based on the member's attendance, commitment, and contributions to the Home Group and seat availability in the desired new group. A new ProVisors group must be open three months before accepting a member joining as a second group; no more than three current members will be allowed to add the new group as a second membership three months after opening (functionally month four).

2. Transferring to Another Group

A member must be in their original home group for a minimum of one (1) year before requesting to transfer to another ProVisors group. This ensures continuity in a group and fosters the "Know. Like. Trust. Refer." model of ProVisors. If a transfer is desired, the member must first get approval from their Regional Director, as there may be someone else pending in their category for the group they're wishing to transfer to. They must then get approval from their new Group Leader and then inform their current Group Leader. A new ProVisors group must be open six months before accepting a member transferring to the group; no more than three current members can transfer to the group six months after its opening (in month seven).

3. Membership Sabbaticals

A sabbatical may be requested when a member knows they are not able to participate for an extended period of time but wish to retain membership with ProVisors. A sabbatical is intended for absences greater than 2 months – for reasons such as medical leave, maternity leave, extended travel/court needs, etc. and requires approval by the GL, RD and VP of Membership. If a sabbatical is approved, the

sabbatical begins on the first day of the next month following approval of the request. There are no partial month sabbaticals - they are all from the first of a month until the end of a month.

Sabbaticals may be requested for a minimum of two (2) months and up to a maximum of six (6) months. Once a sabbatical is approved, the ProVisors office will place the membership on hold. Upon return, the ProVisors office will “reset” the membership termination date to accommodate the additional months of membership. During the approved sabbatical, the member is disconnected from The Hub, and unable to attend any ProVisors events. Any previously scheduled meetings, events and any other reservations will be cancelled. It is up to the member to contact ProVisors when they are ready to become an active member again, this process is not automated (The member will need to re-register for meetings upon their return with the help of their MSR.)

During a sabbatical, a member's spot in their group is not necessarily held open. Upon conclusion of the sabbatical, the member may not be able to return to his/her original group as that group may have already recruited other professionals in specific industry segments. Returning members are responsible for contacting their Regional Director to discuss if the opportunity to return to their original group is still available or if a recommendation to another group is necessary. If a sabbatical exceeds six (6) months, the additional months will be subtracted from the remaining term of their membership.

4. Membership Renewal Process

Within 90-days of the membership expiration date, the Group Leader will be notified by ProVisors management. The Group Leader will be asked to verify that each member up for renewal is a member in good standing. Among other factors they will consider the testimonials and commerce generated by each member as they make this assessment. They will identify current members not recommended for renewal and/or those members who have already notified the Group Leader that they do not intend to continue their membership.

Within 60-days of membership lapse, the ProVisors management team continues the renewal process through email directly with the member. Current members who have already been recommended for non-renewal and/or those members who have already informed the Group Leader they do not intend to renew, will not be notified during this 60-day process.

Members will receive a 60 day, 30 day and 15 day notice prior to their membership expiration date. If a member does not pay their membership invoice on or before the membership expiration date, access to the ProVisors Hub will be terminated. Once the member submits their payment (check, credit card, etc.), all membership benefits, including access to the Hub, will be restored.

When a member has allowed their membership to lapse, they have 30 days to renew online. It is the responsibility of the member to renew in a timely manner, non-renewal opens up a vacancy in the group that the member previously occupied and may be quickly filled.

B) Recruitment Policy

ProVisors has a specific strategy for growing and strengthening groups in order to improve the value of ProVisors to all of its members. The key element of that strategy involves a targeted effort to recruit new members into the organization that fit the profile that we have found to contribute to and receive the most value from ProVisors. Not all professional contacts we make are appropriate candidates for membership.

Our history has proven that when groups move away from the core membership of Trusted Advisors with vibrant client bases, the value proposition of the groups (and therefore ProVisors) begins to suffer. As a result, in order to deliver a high-value experience to each of our members, we are only considering new members who fit the following profile:

- **Trusted Advisor:** Influencer with clients who regularly go to him/her for advice, introductions to other professionals, and resources both within and outside of their respective area of expertise or company/firm.
- **Referral Maker:** Regularly makes and receives quality referrals and introductions. Professionals who are at the top of their game, as well as rainmakers with good deal/client/prospect flow who want to share/connect others.
- **Professional:** Reflects a high degree of experience, competence, integrity, accountability, and accessibility. Needs to be in good standing, certified and/or licensed in their respective profession.
- **Connector:** Builds consensus, infuses energy and enthusiasm into the group and connects other professionals to potential resources. Connects at the highest level of decision-making with Chief Executive Officers, Chief Operating Officers, Chief Financial Officers, investors and members of boards of directors.
- **Markets Served:** Principally service middle market companies, established professional service firms and high net-worth individuals. Connect at the center of influence, including owner, CEO, CFO, COO, investor and/or Board of Directors level.

Regardless of how much we like a candidate, if they are not providing advice to the key decision-makers at middle market companies or high net-worth individuals, they will not be able to “give,” no matter how hard they try. Therefore, they are not suitable ProVisors members. Additionally, being “well connected” is not necessarily equivalent to being a Trusted Advisor.

While Group Leaders will continue to have discretion regarding retaining existing members, we are stringent regarding admission of new members. The categories that seldom hold a Trusted Advisor relationship include, but are not limited to: residential real estate brokers; marketing representatives for corporate service providers (i.e., payroll services, software vendors, document management services, etc.); business development/sales representatives for law firms; providers of IT and related services; and providers of graphic design, interior design/architecture, construction and contracting, temporary staffing, or employee leasing.

Clearly there may be some individuals in these professions who are Trusted Advisors, referral makers, etc., who would be admitted as members following the interview process. We strongly encourage groups and Group Leaders to follow the Group Composition Matrix for optimum commerce.

ProVisors makes every effort to not only recruit top level professionals into the group but also to retain a high percentage of these members, as well. ProVisors management, Regional Directors, Group Leaders, each executive committee member and members, all play an important role in the retention of membership.

C) Exclusivity Policy

Unlike most networking organizations, ProVisors does not promote exclusivity within a profession in a group. This open approach produces these important benefits: larger, more interactive groups which thrive over time; more commerce exchanged among high-level professionals who understand their clients' needs; and a better opportunity to build relationships with a wide variety of resources and personalities.

The ProVisors' structure for a group is based on the following concepts:

- Two (2) or more persons in the same profession may want to participate in the same group.
- Membership is on an individual basis. One member's personality may not match the client's style. Often, you may want to refer two or three persons to a client. For some of us, providing more than one referral is a requirement of our profession or firm.
- In addition to personality differences, very few persons, even in the same discipline, do the same work. For example, two intellectual property attorneys may have completely distinct practices: one may handle only patents, while the other specializes in trademarks and copyrights. Each group should know these types of distinctions.
- More important than the discipline may be the client base of that person. Two corporate attorneys could fit well in the same group. The size of the firms might be significant (large vs. small). The type of client (technology vs. healthcare providers) may distinguish the two. Also, firm "conflict of interest" could necessitate a referral to the other corporate counselor. The key is to find and emphasize the differences, rather than automatically assuming that the two are competitive and inappropriate for the same group.

- Certain categories of professionals are overly broad. For example, a financial planner might provide life and health insurance products, investment advice, tax counsel, etc. That person should join a ProVisors group focusing on one of those areas of specialty.

ProVisors Group Leaders and the ProVisors office have final discretion over admission, retention, and maintenance of the balance of professions and specialties within groups.

D) Diversity, Equity & Inclusion Policy

Promotion of Diversity, Equity, and Inclusion is a key element of Provisors' culture and strategy to ensure that all members feel valued, supported, known, and trusted. Therefore, we are committed to achieving a membership mix that reflects the diversity of trusted advisors in the regions we serve. Further, we commit to placing DEI practices and mindset at the center of our active recruitment, group meetings, relationship building and referrals.

Diversity: We value the variety of traits, characteristics, and practices (gender, ethnicity, race, point of view, age, sexual orientation, ability and religion) that comprise one's individual identity. ProVisors appreciates and welcomes diversity as essential to the development of its members' relationships and professional opportunities.

Equity: We seek to continually and mindfully adjust and align our practices, resources, and policies so that all members have genuine and equal opportunities to thrive socially and professionally in ProVisors.

Inclusion: We are committed to creating and maintaining an environment in which everyone feels respected, valued and welcome.

E) Non-Solicitation Policy

ProVisors adheres to a strict "non-solicitation" policy. This means that our members cannot sell or pitch services and/or products to each other, but they can use one another's services if they wish.

Our definition of solicitation includes (but is not limited to):

- Directly asking for business
- Any communication that is a direct solicitation to action
- Directly promoting a product or service from which a member will receive remuneration from the sale or transaction.

Examples of what is unacceptable according to ProVisors' non-solicitation guidelines:

- A member using the troika sheet after a group meeting to email members about their services. It is not permissible to email other members to provide company information, ask for referrals, or try to sell them something.
- A member automatically adding other ProVisors members to their group email or email newsletter list, without asking them FIRST if they would like to be added
- A member using LinkedIn or other channels to solicit business from other members.
- A member offering books they have written for sale. (Members may talk about books they have written and post the information on the ProVisors Thought Leadership portal.)

Approved exceptions to our non-solicitation policy include:

- If a member asks another member about his or her service or for individual help, there is an expectation that they can respond directly and provide services to that member.
- Emailing general information to other members, as long as:
 - The member has FIRST asked the other member(s) and confirmed that they agree to receive newsletters or announcements sent to a bulk distribution mailing list;
 - The content of these emails (which, again, require prior explicit consent) are educational or personal invitations to member-sponsored events and do NOT ask other members for business;
 - Communication includes an opportunity to opt-out for any reason at any time so members can easily choose no longer to receive future emails; and
 - Communication is not for a paid event of any kind.

Note: Any member who is on the receiving end of an email from a ProVisors colleague should not hesitate to opt out if they do not find the communication useful. Likewise, when someone asks to opt-out of communication, ProVisors' members should not be offended, nor should they follow-up to ask why.

Examples of approved exceptions to ProVisors' non-solicitation guidelines:

- Newsletter emails where information is shared and nothing is requested – and it is only sent to members who “opted in” to the distribution list. Eg. a newsletter with an informational article about recent developments in the member’s field of expertise which does not include any solicitation of business.
- Using the “Introductions” section of the ProVisors Community email to ask for warm introductions to a specific person or specific types of people who may be interested in the member’s services. (Blanket introduction requests are not permitted.)
- Bringing one-sheets or marketing material to group meetings – if approved in advance by the Group Leader.

Additionally: ProVisors' non-solicitation policy is – in part – written to help prevent our members from being inundated by emails. Direct email blasts often create more ill will than goodwill, so even if a

member's intended use-case is consistent with our approved exceptions, for the sake of their professional brand, we encourage members to share requests through ProVisors Business Opportunities rather than bulk emailing members.

F) Anti-Harassment and Anti-Discrimination Policy

As stated in the Code of Conduct, ProVisors prides itself on guiding principles that include integrity, accountability, confidentiality, and respect. Members who engage in acts of harassment and/or discrimination directly violate these guiding principles.

ProVisors members must refrain from any act of harassment which creates an intimidating, hostile, or offensive environment for other members. ProVisors members agree to work together to provide a membership experience that is free from all forms of harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity, or disability.

Harassment includes conduct that reasonably could be expected to and/or does interfere with an individual member's ability to avail himself or herself of all of the benefits available to ProVisors members or creates an intimidating or hostile environment at any ProVisors event or meeting.

Some examples of harassment include, but are not limited to:

- Verbal/Written: Unwelcome or unwanted sexual advances/invitations or requests for sexual favors; unwanted invitations or comments on appearance, physical conditions or other protected characteristics; racist or derogatory slurs, jokes or comments;
- Visual: Unwanted staring, threatening gestures, or acts of aggression; and
- Physical: Assault, unwanted touching, or blocking normal movement.

All members are responsible for helping to assure that ProVisors meetings, events and interactions are free of harassment, discrimination, retaliation, bullying, and intimidation. If a member witnesses or experiences any such conduct, they are to report the situation to their Group Leader or Regional Director as soon as possible.

ProVisors will investigate any and all complaints regarding harassment, discrimination, retaliation, bullying, or intimidation including, but not limited to, on the basis of gender, sex, race, religion, age, sexual orientation, gender identity, or disability in a manner consistent with the Complaints Investigation Procedure" outlined elsewhere in this document.

G) Recording Policy

In the spirit of fostering trust, note taking, recording and/or transcription by artificial intelligence assistants is not permitted in any ProVisors meetings. The only exception to this policy is if explicit permission has been granted by a representative of ProVisors and everyone in the meeting has been informed and consents to be recorded. Violation of this policy will result in membership review.

H) Sensitive Topics Policy: Religion & Politics

While we are proud of all our members' accomplishments and charitable contributions, ProVisors takes a neutral stance on politics and religion so as to remain an unbiased and welcoming community for all.

With that in mind, ProVisors' members are not permitted to share announcements, posts or email related to political or religious events and topics, nor should members engage in political/religious conversations during meetings – or during breakout room/chat dialogue when meeting virtually. Additionally, ProVisors' email broadcasts and ProVisors Business Opportunities are not a forum for political or social causes.

I) Meeting Topic Policy

Open dialogue about any topic subject to all views is welcome as long as the meeting is purposeful in promoting relationships and commerce. Outside speakers may lead a discussion, as long as they are a neutral resource for the topic.

J) Guesting Policy

ProVisors membership includes the ability to guest at all other ProVisors Home Groups up to three (3) times at each group during the calendar year, subject to space availability and Group Leader approval. There are exceptions to this policy in new markets. ProVisors reserves the right to alter this policy at any time. We encourage members to maximize the value of their membership by guesting at least once a month. Members interested in guesting need to use The Hub to submit their request; it is the responsibility of the Member to check back on The Hub to view their guesting status and ensure their request has been approved before attending the meeting.

K) Weather Policy

Member and staff safety is a primary concern, and weather and natural disasters can sometimes cause changes to meeting schedules and to other scheduled activities. ProVisors meetings and activities may

be cancelled or shifted to a virtual platform (such as Zoom) due to inclement weather (snowstorm, flash flood, etc.), earthquake, wildfire, and general road/visibility hazards, if deemed necessary.

Group Leaders and ProVisors staff will make every effort to distribute updates to members, however, if conditions seem hazardous, we encourage members to proactively contact their Group Leader or Regional Director to confirm that a meeting or activity is still scheduled.

L) Alcohol Policy

Although alcoholic beverages may be available during social and other special events, ProVisors does not sell alcohol, under any circumstances. If an event is at a restaurant or other venue where alcohol can be purchased, guests may elect to purchase alcohol directly from a vendor who is licensed to sell it.

We encourage celebration and recognition of members — responsibly. We ask that we all look out for each other and not let anyone drink to excess and drive. Should members elect to serve alcohol to their guests, they agree to assume all related responsibility and hold ProVisors harmless.

M) Non-ProVisors Events Policy (Assumption of Risk and Waiver)

ProVisors members have the opportunity to participate in events and activities that are organized by other ProVisors members that are neither sponsored nor planned by ProVisors (“Non-ProVisors Events”). ProVisors does not take responsibility for such events, including the safety, equipment, supervision, or training of those involved.

By participating in a Non-ProVisors Event, ProVisors members (as well as the hosts of the Non-ProVisors Events) assume any and all risks of loss, damage or injury that may occur to them by or as a result of such participation, without limitation or qualification, and they waive all claims against ProVisors and its members arising from or related to such assumed risks.

ProVisors may list Non-ProVisors Events on ProVisors’ calendar and send email announcements or reminders of scheduled Non-ProVisors Events, which does not modify or affect in any way the assumption of risk and waiver by ProVisors members when attending Non-ProVisors Events.

V. Process: Addressing Breaches of Agreement

This section outlines the process we follow when addressing breaches to the policies and agreements articulated elsewhere in this document.

Membership is contingent upon your acceptance of the policies and terms outlined in this document (ProVisors Code of Conduct, Responsibilities of Membership, Intellectual Property/Non-Disclosure Agreement, and Other ProVisors Policies). All members must confirm acceptance online prior to joining or renewing their membership. Additionally, Group Leaders need to attest that you are in good standing as a condition for your annual renewal.

Enforcement of these policies and agreements is the responsibility of the Group Leader and ProVisors management. Decisions resulting in the termination of membership are made by the Group Leader, Regional Director, and the ProVisors VP of Membership or the Provisors CEO.

Please note: ProVisors only investigates claims of a breach of ProVisors' policies and agreements. For example, complaints about a member's professional competence should be directed to the relevant professional body. ProVisors will not investigate disputes about services rendered, including but not limited to, fee disputes. Should such disputes be recurring, however, ProVisors, at its sole discretion, may decide to terminate the membership of the offending member.

A) Code of Conduct Violations

One or more breaches of the ProVisors' Code of Conduct are cause for immediate termination of membership without reimbursement of any dues or fees previously remitted to ProVisors. Below are some examples of what will lead to termination of membership:

- 1. Credentials:** Failure to hold an appropriate license or credential at any time during your membership or any false statement with respect thereto will constitute grounds for immediate termination of membership. You will be unable to re-apply for membership for one (1) year from termination and must have proof of a valid license or credential.
- 2. Respect:** Any actions resulting in intimidation, discrimination, retaliation, harassment, or bullying, including but not limited to harassment based on gender, sex, race, religion, age, sexual orientation, gender identity, or disability, are grounds for immediate termination of membership. You will not be eligible to re-apply for membership.
- 3. Intellectual Property:** The use of our membership list and member details other than as prescribed in our Member Handbook is grounds for termination of membership.
- 4. Integrity, accountability, and confidentiality:** Any serious or recurring breach of these values will result in termination of membership.

B) Responsibilities of Membership Violations

The Responsibilities of Membership are guidelines, with the anticipation that they will be met. ProVisors members are expected to be professional and responsive.

Examples of conduct not meeting ProVisors' expectations include, but are not limited to: directly soliciting other members for business; failing to maintain confidentiality; failing to attend troikas and other meetings that one committed to attend; disrupting meetings; failing to follow up on referrals; taking referrals, but not giving them; and other conduct not consistent with ProVisors' Code of Conduct and Responsibilities of Membership.

Fee disputes between members: We recognize that from time to time, members do seek out other members for their own personal and professional needs. When this happens, ProVisors advises that you undertake normal due diligence before engaging the services of another member. We suggest signing an agreement stating the terms of the engagement. ProVisors will not get involved in any fee disputes between members. However, if a member has recurring issues with other members with respect to services rendered, including but not limited to fee disputes, ProVisors reserves the right to terminate the membership of the offending member.

Client disputes: ProVisors will not get involved in any disputes between members regarding the non-payment of fees or non-delivery of services to or by a referred client. This is a matter between the member and the referred client. If a member repeatedly refers clients who habitually do not pay fees due for services rendered to other members, ProVisors reserves the right to terminate the membership of the referring member.

C) Complaints Investigation Procedure

1. Process of Lodging a Complaint

- If you witness or experience a member violating the Code of Conduct or Responsibilities of Membership, report the infraction to your Group Leader for initial investigation.
- If a ProVisors member tells you that another member has violated the Code of Conduct or Responsibilities of Membership, you should advise the member to report the alleged infraction to his/her Group Leader for investigation. Use discretion to avoid defamation.
- If the issue cannot be resolved by the Group Leader, that Group Leader will report the complaint to their ProVisors' Regional Director.
- If the violation has been committed by a Group Leader, then the alleged infraction should be reported to ProVisors' Regional Director for investigation.

2. Process of Investigation: Code of Conduct Infraction

- Once a Regional Director has been made aware of an alleged infraction, s/he will escalate as appropriate to ProVisors' VP of Membership.
- ProVisors' staff will investigate the allegations by speaking to the relevant parties.
- If ProVisors' staff determines that a member has violated the Code of Conduct, termination of membership will occur immediately. The ProVisors' CEO or ProVisors' VP of Membership will advise the member and the Group Leader of the outcome.
- If the investigation is non-confirmatory, a notice will be provided to the member that any future confirmed breach will result in termination of membership.
- Confidentiality will be maintained in the investigation process to the extent practical and appropriate under the circumstances.

3. Process of Investigation: Responsibilities of Membership Infraction

- The Group Leader will speak with relevant members within the group to assess the allegation and may speak directly with the alleged offender. A warning may be given if appropriate. If the violation is a repeat offense or deemed to be of significant impact on the safety and well-being of other members, or the member is not in good standing, ProVisors will terminate membership. This decision will be made by the ProVisors' Regional Director and the Group Leader, escalating for input from ProVisors' VP of Membership, if needed.
- If the complaint is about a Group Leader, the Regional Director will investigate, with support from ProVisors' VP of Membership, as appropriate. If the violation is a repeat offense or deemed to be of significant impact on the safety and well-being of other members, ProVisors will terminate the membership of the Group Leader. If the violation is not deemed a repeat offense or of significant impact, ProVisors may ask the Group Leader to step down from that position. This decision will be made by the ProVisors' VP of Membership and/or CEO.

4. Appeals Process

A member may appeal his or her membership termination to the ProVisors CEO. The CEO will review and may conduct further investigation. The final arbiter as to termination or continuation of membership is at the sole discretion of the ProVisors CEO.

5. Arbitration

Any controversy or claim the member may have arising out of or relating to their membership in ProVisors shall be resolved by final and binding arbitration. The arbitration shall be held in the major city which is closest to the location of the Member's home group (i.e., Los Angeles, San Diego, San Francisco, Chicago, New York, Boston, and the like) and shall be conducted in accordance with the rules of ADR Services, Inc. In the event ADR Services, Inc. does not have an office within 50 miles of the Members' home group, the arbitration shall be administered by

JAMS pursuant to its Streamlined Arbitration Rules and Procedures. All submissions to the arbitrator, the arbitration proceedings and the award shall be confidential.

Notwithstanding the foregoing, either the Member or ProVisors may, in aid of the arbitrator's jurisdiction, bring a proceeding seeking a temporary restraining order and preliminary injunctive relief in either federal or state court with appropriate jurisdiction. Such an order shall remain in effect until a final award is made in the arbitration described above. The arbitrator shall have the power to award permanent injunctive relief as part of the arbitration award. Additionally, a court action may be brought to enforce any arbitration award.