

2024 REGISTRATION FORM TERMS & CONDITIONS: AGREEMENT TO PARTICIPATE

By entering into this Agreement with BDO USA, P.C. (“BDO”), your organization (“you” or “Client”) affirms its commitment to participate in BDO’s 2024 Total Potential Remuneration Survey (TPR); our efforts in preparing and distributing such survey are referred to herein as (the “Services”). You will be invoiced for 50% of the survey fee upon distribution of the survey materials. Upon publication, after receipt of initial payment and your fulfillment of your obligations to provide required data, you will receive the 2024 Total Potential Remuneration Survey Results Report(s) (“Report”), along with an invoice for the balance due. The cost of the Survey Report(s) is \$3,250 as detailed in the online Survey Registration Form, less any discounts for companies who submit fully completed questionnaires early and/or companies who participated in the previous survey edition, plus any wire transfer fees. Any applicable wire transfer fees will be added to the second invoice. *Payment of initial invoice is due upon receipt. Invoices that are unpaid 30 days past the invoice date are deemed delinquent and we reserve the right to charge interest on the past due amount at the lesser of 1.0% per month or the maximum amount permitted by law. If an account has fees that are not paid in a timely manner, then we reserve the right to suspend our Services, withhold delivery of any deliverables, if any payment of our invoices is delinquent. If any collection action is required, you agree to reimburse us for our costs of collection, including attorneys’ fees. Survey results will be released only to the person(s) indicated in the questionnaire(s).

RUSSIA SANCTIONS

By executing this Agreement, you represent that Client is not owned or controlled, directly or indirectly, by one or more Russian citizen(s), Russian national(s), persons physically located in Russia or entity(s) organized under the laws of Russia. You agree that if at any time while BDO is providing services to Client the foregoing representation is no longer true, you will immediately notify BDO.

1. DATA REQUIRED

You will be required to provide us with current information about your organization, and current information regarding how you pay employees. To help you provide this data to us, we will supply you with detailed instructions and an Excel based questionnaire which is to be completed. You agree that BDO has the right to use the data you provide for purposes of the Report, and as part of any other BDO survey reports or analysis, or in connection with other BDO services, that BDO may develop or provide from time to time. Responses to the questionnaire shall be provided to BDO using a secure means of transmission such as BDO File Exchange.

2. CONFIDENTIALITY

Client shall not provide BDO with personally identifiable information as data provided by client shall be anonymized in that it shall not identify any specific employees. BDO will maintain the compensation data we collect from you in confidence, except for our permitted rights to use your data as provided for in Section 1 above. However, BDO will use the data you provide us only in an anonymized manner and will not release data that individually identifies Client. You agree that any information and materials that you acquire or receive from BDO, including the Report (“BDO Confidential Information”), shall be considered the confidential information of BDO; will be maintained by you in confidence; will be used only for your internal business purposes; and may not be disclosed or shared with any third party. No obligation of confidentiality under this Section 2 shall apply to information and materials: (i) that are in, or enter into, the public domain through no fault of the receiving party, (ii) that are lawfully received by the receiving party from a third party without restriction on use or disclosure and which third party has the right to disclose such information and materials without any obligation of confidentiality to the disclosing party hereunder, or (iii) that the receiving party had in its possession prior to the date of this Agreement. The receiving party may also disclose any confidential information of the other party as may be required by applicable law or duly authorized subpoena, provided the receiving party gives written notice to the disclosing party prior to any disclosure to allow the disclosing party the opportunity to seek a protective order or other relief from such requirement. This obligation to maintain confidentiality under this Section 2 will survive any termination of this Agreement.

3. OTHER TERMS

Dispute Resolution. Any dispute or claim between you and BDO arising out of or relating to the Agreement or a breach of the Agreement, including, without limitation, claims for breach of contract, professional negligence, breach of

fiduciary duty, misrepresentation, fraud, and disputes regarding attorney fees and/or costs charged under this Agreement (except to the extent provided below) shall be submitted to binding arbitration before the American Arbitration Association, and subject to the Commercial Arbitration Rules. The arbitration proceeding shall take place in the city in which the BDO office providing the majority of the Services involved is located, unless the parties agree in writing to a different location. The arbitration shall be governed by the provisions of the laws of the State of New York (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of such state shall be applied without reference to conflicts of law rules. The parties shall bear their own legal fees and costs for all claims. The arbitration proceedings shall be confidential. You acknowledge that by agreeing to this arbitration provision, you are giving up the right to litigate claims against BDO, and important rights that would be available in litigation, including the right to trial by judge or jury, to extensive discovery and to appeal an adverse decision. You acknowledge that you have read and understand this arbitration provision, and that you voluntarily agree to binding arbitration.

THE REPORT IS PROVIDED “AS IS”. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BDO DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE REPORT, EVEN IF ADVISED OF THE POSSIBILITY THEREOF. YOU ASSUME RESPONSIBILITY FOR SELECTING THE REPORT TO ACHIEVE YOUR INTENDED RESULTS. WITHOUT LIMITING THE FOREGOING PROVISIONS, BDO MAKES NO WARRANTY THAT THE REPORT WILL BE ERROR-FREE OR THAT THE REPORT WILL MEET YOUR REQUIREMENTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE FOREGOING PROVISION SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Client agrees to release, indemnify, and hold harmless BDO and its members, partners, employees, contractors, agents, and affiliates (collectively “BDO Group”) from and against any and all claims, liabilities, or expenses (including attorneys’ fees) relating to the Services in contract, statute, or tort (including without limitation negligence) (collectively, the “Claims”) asserted by a third party.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, BDO GROUP SHALL NOT (I) BE LIABLE FOR ANY CLAIMS IN AN AMOUNT IN EXCESS OF THE FEES PAID BY YOU UNDER THIS AGREEMENT AND (II) BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions BDO Group’s liability shall be limited to the maximum extent permitted.

BDO may terminate this Agreement if BDO reasonably determines that it must do so in order to comply with applicable professional standards, applicable laws or regulations (e.g., a conflict of interest arises). This Agreement may only be modified in writing signed by the parties. No waiver of any term, provision, or condition of this Agreement whether by conduct or otherwise in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such term, provision, or condition, or of any other term, provision, or condition of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Transmission between Client and BDO of this completed Agreement shall suffice to bind the party completing and transmitting same to this Agreement in the same manner as if the Agreement with an original signature had been delivered. This Agreement constitutes the entire understanding of the parties with regard to the subject matter herein.

4. CONTACTS AND PAYMENTS

All non-electronic administrative communications and payments provided for in this Agreement shall be mailed postage prepaid and addressed to:

BDO USA, P.C.
Attn: Judy Canavan
1801 Market Street, Suite 1700
Philadelphia, PA 19103
Phone: 215-636-5635 / Fax: 866-886-2908 / jcanavan@bdo.com