

Code of Ethics

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1. INTRODUCTION

Directed Online LLC (the "**Company**") is committed to conducting its business and affairs with honesty, integrity, and in accordance with high ethical and legal standards. This Code of Ethics and Business Conduct (the "**Code**") provides a set of ethical standards to guide each director, officer, employee, and representative of the Company and its subsidiaries worldwide (referred to for the purposes of this Code as "**Employees**") in the conduct of their business and constitutes conditions of employment with the Company. It is also expected that suppliers, agents, representatives, consultants, and other business partners and associates of the Company will also abide by the high ethical standards reflected in this Code of Conduct.

This Code is designed to promote integrity and to deter wrongdoing. It provides an overview of the Company's expectations for its Employees and parties with whom it deals and is supplemented by other current policies adopted by the Company and those other policies that may be adopted by the Company from time to time. Contraventions of and deviations from those policies shall be considered to be contraventions of and deviations of this Code.

2. APPROACH AND INTERPRETATION OF THIS CODE

The Code sets out expectations of behavior and guiding principles for all to act with fairness, honesty, integrity, and openness. We are committed to treating people with respect, equality, and dignity without regard to race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, disability, or a conviction for which a pardon has been granted or a record suspended.

All Employees are expected to perform their work to the best of their abilities; use Company assets as intended; safeguard sensitive and confidential information; perform duties in accordance with all applicable laws, and company policies, procedures, and rules; and live and exemplify the safety and healthy culture.

It is expected that all will support and reflect the values of the Company in all public interactions and demonstrate behaviors consistent with our values.

This Code is not a complete guide to every legal or ethical issue that may be encountered in carrying out one's duties, and all must also consider Company's other policies and procedures which may apply to each particular situation. Questions about how this Code applies to certain situations, or about whether a particular action will be following this Code, are encouraged.

Honesty and common sense are the best guidelines for assessing whether or not an action will be following this Code, and all are expected to use good judgment and maintain high ethical standards and have regard for the Company's values when conducting business activities.

If in doubt, Employees should speak to their manager, and should also ask themselves the following questions, which may help to guide their actions:

- Will the action being considered to reflect the intent and purpose of this Code and applicable laws, even with benefit of hindsight?
- Is the action considered appropriate, ethical, and honest? Does it "feel" right?
- Would most people see the action as being appropriate, ethical, and honest, and would someone be comfortable defending it in front of colleagues, superiors, friends, and family?

If the answer to any of these questions is "No", then the contemplated action should not be taken without further guidance. If the question remains unanswered after having spoken to a senior member of the Company, the Company's human resources department should be contacted for advice.

3. COMPLIANCE WITH LAWS

The Company expects its Employees to comply with all applicable laws, rules, and regulations, including (but by no means limited to) those regarding labor and employment practices, privacy, human rights, consumer protection, advertising, environment, health and safety, financial disclosure, tax, securities, insider trading, stock exchange rules, competition and trade, political contributions, government contracting, corruption of public officials, and intellectual property. The following describes certain specific examples, but as stated above, this list is not exhaustive.

(a) Insider Trading

Employees and others who are in a "special relationship" with the Company from time to time, may become aware of corporate developments or plans which may affect the value of the Company's shares (inside information) before these developments or plans are made public. In order to avoid civil and criminal insider trading violations, the Company has established a Disclosure and Insider Trading Policy to which all Employees are required to refer and comply.

(b) Bribery and Corrupt Practices

Employees cannot, directly or indirectly, engage in corrupt practices including making, accepting, offering, or promising to make (or conduct) a bribe, kickback, or other improper payments, benefits, or advantages to any person, individual, entity or organization, or otherwise facilitate any direct payment to themselves (or others).

(c) Accounting and Disclosure Practices

The Company requires full, fair, accurate, timely, and understandable recording and reporting of financial information in accordance with applicable accounting requirements. No undisclosed or unrecorded amount or fund shall be established for any purpose. No false, misleading entries or improper accounting practices shall be made in the Company's books or records for any reason. No disbursement of Company funds or property shall be made without adequate supporting documentation and approvals. No

transaction or payment shall be made with the intention that the transaction or payment be other than as documented.

The Company's public disclosures of business information and periodic reports and filings with government regulators shall be full, fair, accurate, timely, and understandable, with no material omissions.

As a public company, the Company is required to maintain effective "disclosure controls and procedures" so that financial and non-financial information is reported timely and accurately both to senior management and in the Company's filings. Employees are expected, within the scope of their duties, to support the effectiveness of the Company's disclosure controls and procedures. As a public company, the Company is also required to record and publicly report all internal and external financial records in compliance with International Financial Reporting Standards. Therefore, Employees are responsible for ensuring the accuracy of all books and records within their control and complying with all Company policies and internal controls.

(d) Fraud

The Company has zero tolerance for all forms of fraud including fraudulent financial reporting, misappropriation of assets, and corruption. Employees are required to report any suspected fraudulent activities in accordance with this Code. The Company protects all employees who report such activities. The appropriate management level of the Company independent from the party involved in the alleged fraudulent activity is required to conduct an extensive and objective investigation to resolve the reported issue.

(e) Competition

The Company seeks to outperform its competition fairly and honestly. The Company seeks competitive advantages through superior performance, not through unethical or illegal business practices. Information about other companies and organizations, including competitors, must be gathered using appropriate methods. The Company must guard against price-fixing or arranged market segmentation and monopolistic behavior that aims to reduce competition. Illegal practices such as trespassing, burglary, misrepresentation, wiretapping, and stealing are prohibited. Each Employee should endeavor to respect the rights of and deal fairly with, the Company's customers, suppliers, competitors, and other Employees.

(f) Use of Assets for Illegal or Unethical Purposes

The funds or assets of the Company shall never be used for any purpose that violates applicable law or regulation. It is the Company's policy to protect its assets and promote their efficient use for legitimate business purposes. The Company's assets should not be wasted through carelessness or neglect nor appropriated for improper use. Proper discretion and restraint should always govern the personal use of the Company's assets.

4. CONFLICTS OF INTEREST

The Company's best interests must be paramount in all of its dealings with customers, suppliers, competitors, existing and potential business partners, and other stakeholders and representatives. Employees should not engage in any activity, practice, or act that conflicts, has the potential to conflict, or which could reasonably be perceived as conflicting with the interests of the Company. A conflict of interest occurs when an employee places or finds himself or herself in a position where his or her private interest's conflict, have the potential to conflict, or could reasonably be perceived as conflicting with the interests of the Company or have an adverse effect on the Employee's motivation or the proper performance of his or her job. Examples of such conflicts could include, but are not limited to:

- accepting outside employment with, or accepting personal payments from, any organization which does business with the Company or is a competitor of the Company.
- accepting or giving gifts of more than modest value to or from vendors or clients of the Company.
- competing with the Company for the purchase or sale of property, services or other interests or taking personal advantage of an opportunity in which, the Company has an interest;
- personally, having immediate family members who have a financial interest in a firm which does business with the Company; and
- having an interest in a transaction involving the Company or a customer, business partner or supplier (not including routine investments in publicly traded companies) or having an interest in a competitor of the Company.

Employees shall disclose to the Chief Financial Officer of the Company:

- any personal interest or financial investment in a customer, business partner, or supplier, including a material interest or investment of a member of the Employee's family.
- all outside employment; and
- any other activities or relationships that might appear to reduce their ability to give the Company impartial service.

If the Company determines that an Employee's outside work interferes with performance or the ability to meet the requirements of the Company, as they are modified from time to time, the Employee may be asked to terminate the outside employment if he or she wishes to remain employed by the Company.

Members of the Board of Directors of the Company (the "**Board**") shall disclose any conflict of interest or potential conflict of interest to the entire Board, as well as any committee of the Board on which they serve. A director who has a material interest in a matter before the Board, or any committee of the Board on which he or she serves, is required to disclose such interest as soon as the member of the Board becomes aware of it. In situations where a director has a material interest in a matter to be considered by the Board or a committee of the Board, such a director should disclose the interest to the Board chair and may be required to abstain from the meeting while discussions and voting with respect to the matter are taking place.

(a) Corporate Opportunities

The benefit of any business venture, opportunity, or potential opportunity resulting from each Employee's employment with the Company should not be appropriated for any improper personal advantage. As Employees, a duty is owed to the Company to advance the Company's legitimate interests when the opportunity to do so arises.

(b) Political Activity

Employees may, subject to applicable laws, engage in legitimate political activity, as long as it is carried out on their own time and without using the Company's property. Employees may seek election or other political office but must notify their supervisor to discuss the impact of such involvement on the Employee's duties. Employees may express their views on public or community issues of importance, but it must be clear at all times that the views expressed are those of the individual and not those of the Company.

The Company and the Employees must abide by all laws and regulations governing political contributions in every jurisdiction where the Company does business.

(c) Acceptance of Gifts

Employees should not receive gifts, favors, meals, or entertainment from current or potential Company service providers, suppliers, partners, or customers if these might improperly influence the Employee's judgment, or even appear to do so. As a general

guideline, an Employee may accept infrequent meals or entertainment which are not excessive, and for proper business purposes and not personal purposes, or inexpensive gifts having a value of less than \$100 so long as they do not create the appearance of impropriety. Loans or gifts of money are never acceptable. In some departments or business units, more restrictive standards concerning gifts, favors, meals, or entertainment

may apply. Employees must not accept any gift, favor, meal, or entertainment that violates those standards.

5. SAFE WORK ENVIRONMENT AND ETHICAL RELATIONSHIPS WITH OTHERS

Employees should treat their colleagues, the Company's shareholders, customers, suppliers, competitors, the governments, and the communities in which they operate fairly and respectfully, lawfully and ethically, with honesty and integrity, in a manner consistent with long-term relationships. The Company prohibits abusive or harassing conduct by Employees toward others (including other Employees), such as violence, unwelcome sexual advances, discriminatory comments based on ethnicity, religion or race, inappropriate language, or other non-business, personal comments or conduct that make others uncomfortable in their employment with the Company. The Company encourages and expects Employees to report harassment or other inappropriate conduct as soon as it occurs.

The following describes certain specific examples of how the Company and its Employees take steps to ensure a safe work environment and enhance ethical relationships with each other and those with whom we deal. As stated above, this list is not exhaustive.

(a) Equal Employment Opportunity

The Company's employment decisions will be based on reasons related to Company's business, such as job performance, individual skills and talents, and other business-related factors. The Company policy requires adherence to all national, provincial, or other local employment laws. The Company is also committed to providing a work environment that enables all Employees to be recruited, and to pursue their careers, free from any form of unwarranted discrimination and commits to offering equal employment opportunities without regard to any distinctions based on age, gender, sexual orientation, disability, race, religion, citizenship, marital status, family situation, country of origin or other factors, in accordance with the laws and regulations of each country in which it does business. Reference is also made to the Company's Diversity Policy.

(a) Health and Safety

The Company is committed to making the work environment safe, secure, and healthy for its Employees and others. The Company expects each Employee to promote a positive working environment for all. Each Employee is expected to consult and comply with all Company rules and public health policies regarding workplace conduct and safety. Each Employee should immediately report any unsafe or hazardous conditions or

materials, injuries, and accidents connected with the Company's business and any activity that compromises Company security to the Employee's supervisor. Employees must not work under the influence of any substances that would impair the safety of themselves or others.

(b) Communications with the Media

The Company's credibility and reputation in the community are vital to its business success. The Company is committed to providing timely, consistent, and credible dissemination of information, consistent with disclosure requirements under applicable securities laws and rules. The goal of the Company's Disclosure and Insider Trading Policy is to raise awareness of the Company's approach to disclosure among its Employees, including those authorized to speak on behalf of the Company.

(c) Good Ambassadorship

All Employees are ambassadors of the Company in both their business and personal lives. While the Company supports the freedom of the individual to pursue a life in his or her way outside of business hours, Employees are encouraged to act in a manner that upholds their good reputation and that of the Company. Employees shall represent the Company in a professional manner at all times. Neither the reputation nor the image of the Company shall be jeopardized at any time. The behavior of all Employees is seen to reflect that of the Company, so all actions must reflect the policies of the Company.

6. SAFEGUARDING COMPANY INFORMATION AND ASSETS

Employees may be provided with equipment, information, credit cards, and access to technology in order to effectively perform their duties. While there are other policies that govern these areas, an overarching expectation is that you will protect and safeguard all Company information and resources and use them as the organization intended.

(a) Confidential Information

Information is a key asset of the Company. The Company's information, written or oral, belongs to the Company. Employees shall keep secrets and shall neither disclose to any third party nor use for non-Company purposes any information that the Company has designated as "Confidential". This applies as well to the confidential information of any other person or entity with which the Company does business. Confidential information includes, without limitation, employee and customer personal information, sales, financial information and strategies, marketing information and strategies, research, and development activities.

(b) Intellectual Property

All work, including but not limited to documents, research work, and business plans, created by employees, agents, representatives, contractors, consultants, or business partners on behalf of the Company is designated as and remains the property of the Company in perpetuity. As an Employee, you will respect the intellectual property of others and will adhere to all laws and contracts relating to intellectual property. You will disclose all intellectual property produced, made, composed, written, or designed during the course of your employment with the Company and which relates to the Company or its business and work with the Company to ensure that rights in that intellectual property are validly assigned to the Company.

(c) Electronic Use and Access

Telecommunications facilities of the Company such as telephone, cellular phones, intranet, Internet, and email are Company property. The use of these facilities imposes certain responsibilities and obligations on all Employees. Usage must be ethical and honest with a view to the preservation of and due respect for the Company's intellectual property, security systems, personal privacy, and freedom of others from intimidation, harassment, or unwanted annoyance.

Consistent with this approach, you should not:

- Download, distribute or store any software without permission.
- Download, distribute, or store any non-work-related data, music, games, or videos.
- Attempt any unauthorized access of intranet, Internet, email services, or Company information. This includes the distribution of messages anonymously, use of other staff user IDs or using a false identity.
- Damage, deleting, inserting, or otherwise altering Company information carelessly or with malicious intent.
- Use of the intranet, Internet, or email in a way that could defame, harass or abuse an individual or organization.
- Create, knowingly access, download, distribute, store, or display any form of offensive, defamatory, discriminatory, malicious or pornographic material.
- Deliberately propagate any virus, 'worm', 'trojan horse' or 'trapdoor' program code; and
- Knowingly disable or overload any computer system or network, or circumvent any system intended to protect the privacy or security of another user.

Please do not consider your electronic communication, storage, or access to be private if it is created, accessed, or stored at work using Company assets, including desktop computers, laptops, smartphones, tablets, and other mobile devices. The Company reserves the right to monitor and audit any or all intranet, email, or computing activity performed with Company IT assets, including the use of those assets for personal purposes. Company staff may be called on to explain their use of the intranet, Internet, email, or IT equipment.

Misuse of Company IT assets as described may result in restricted access to information technologies, disciplinary action up to and including termination of employment, and reporting to relevant regulatory authorities as required by law. The Company may also turn over Company IT assets to regulatory authorities to assist them in their investigation of unlawful activities.

7. COMMUNICATION OF THIS CODE AND THE NEED TO COMPLY

Those who do not comply with the Code, or anyone who knowingly makes a false

statement, or a malicious or knowingly false allegation, or provides false information, may be subject to disciplinary action up to and including termination from employment and/or legal action.

It is important that all Employees understand the expectations outlined in our Code.

New hires will be provided with the Company's Code in their offer letters, and it will form part of their orientation to the Company. Managers/supervisors will review the Code with their staff each year, or earlier if there are changes, to review the principles and reinforce the Company's expectations.

All staff will refresh their understanding each year by completing electronic confirmation that they have read the Code and have had an opportunity to ask questions for clarification.

Copies of this Code are made available to all persons bound by it, either directly or by the posting of the Code on the Company intranet site. This Code will also be made available on SEDAR at www.sedar.com.

8. REPORTING SUSPECTED NON-COMPLIANCE

Employees who have information about non-compliant behavior of the Company or of any Employee under this Code, or any governmental laws, rules, or regulations have an obligation to promptly report the violation. Employees may do so orally or in writing and, if preferred, anonymously. Employees have several options for raising concerns.

1. Raise the concerns with the Employee's immediate supervisor; or
2. Raise the concerns with the Company's Chief Financial Officer.

Information as to suspected improper accounting or auditing matters may also be reported anonymously to any member of the Audit Committee of the Board. Employees are required to come forward with any such information, without regard to the identity or position of the suspected offender.

Because failure to report criminal activity can itself be understood to condone the crime, the Company emphasizes the importance of reporting. Failure to report knowledge of wrongdoing may result in disciplinary action against those who fail to report.

Employees who report can choose to remain anonymous and will not be required to reveal their identity. The Company will treat the information in a confidential manner and will seek to ensure that no acts of retribution or retaliation will be taken against anyone for making a good-faith report. Retaliation in any form against an Employee who reports a violation of this Code or of law, rule, or regulation, even if the report is mistaken (provided it was made in good faith), or who assists in the investigation of a reported violation, is itself a serious violation of this Code.

Retaliation or reprisals can include demotion, suspension, threats, harassment, or other similar conduct. Anyone who engages in retaliation or reprisal against someone who has

made a good faith report will be subject to discipline, which may include dismissal.

Acts or threats of retaliation should be reported immediately and will be disciplined appropriately. If any Employee believes that he or she has been subjected to such retaliation, the Employee is encouraged to report the situation as soon as possible to one of the people noted above.

9. WAIVERS

Waiver of all parts of the Code, such as for potential conflicts of interest, shall be granted only in exceptional circumstances and then only by the Board in writing. Waivers granted to directors or executive officers may only be granted by the Board and shall be publicly disclosed as required by law.

10. REVIEW OF CODE

The Corporate Governance and Compensation Committee of the Board shall review and evaluate this Code from time to time as it may determine whether this Code is effective in ensuring that the Company's business and affairs are conducted with honesty, integrity, and in accordance with high ethical and legal standards and make recommendations to the Board.

11. NO RIGHTS CREATED

This Code is a statement of the fundamental principles and key policies and procedures that govern the conduct of the Company's business. It is not intended to and does not, in any way, constitute an employment contract or an assurance of continued employment or create any rights in any Employee, client, supplier, competitor, shareholder, or any other person or entity.

Non-Disclosure Agreement

1. Definitions. "Confidential Information" shall mean any oral or written information and data of a confidential nature and identified as such pursuant to Section 3, including but not limited to proprietary, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record bearing media containing or disclosing such information and techniques, which is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement. When appropriate, the term shall also include any samples, models or prototypes, or parts thereof.

2.Restrictions. All Confidential Information delivered pursuant to this Agreement shall (a) not be copied, distributed, disclosed or disseminated in any way or form by Recipient without prior written consent of the Discloser; (b) shall be maintained in confidence and may only be disclosed to those employees or agents of Recipient who have a need to know, who are informed of the confidential nature of the material and who agree to be bound by the terms of this Agreement; (c) shall not be used by Recipient for any purposes, except as otherwise expressly stated herein, without the prior written consent of the Discloser; and (d) shall remain the property of and be returned to the Discloser (along with all copies thereof) within thirty (30) days of receipt by Recipient of a written request from the Discloser.

3.Manner of Disclosure. Confidential Information made available in written form by one party to the other will be conspicuously marked "Confidential;" or similarly legend before being turned over to Recipient. For any information received orally, the Discloser will provide a written summary of such oral communication specifically identifying the items of Confidential Information to the Recipient within fifteen (15) days of the date of disclosure.

4.Duration. Unless mutually agreed otherwise in writing, Recipient's obligations hereunder with respect to each item of Confidential Information shall expire (3) years from the date of receipt by Recipient.

5.Term. This Agreement shall be effective as of the date stated above and may be terminated without cause, with respect to future disclosures, upon thirty-(30) days' prior written notice by either party. Termination of this Agreement shall not relieve any party of its confidentiality obligations hereunder with respect to disclosures made prior to the effective date of termination.

6.Exceptions to Confidentiality Obligations. The obligations of this Agreement shall not apply to any information which: (a) is already in the public domain through no breach of this Agreement; (b) was, as between the parties, lawfully in Recipient's possession prior to receipt from Discloser; (c) was received by Recipient independently from a third party not subject to any duty of confidentiality; or (d) was independently developed by Recipient as of the time of disclosure; provided that such information may be disclosed if a written opinion of counsel was received by the party desiring to disclose the Confidential Information that disclosure is required by operation of applicable law, rule or regulation, in which case the disclosing party shall notify the other party as soon as reasonably practicable prior to disclosure. Confidential Information shall not be deemed to be in the public domain merely because any part of the Confidential Information is embodied in general disclosures or because individual features, components or combination thereof are now or become known to the public, for example, object code.

7.Mutual Disclaimers. The parties shall have no obligation to enter into any further agreement with each other. It is understood that the Discloser with respect to Confidential Information provided hereunder gives no warranties of any kind.

8.No Assignment. Neither party may assign this Agreement without the prior written consent of the other party.

9.Equitable Relief. The parties hereby agree that either party would be irreparably injured by a breach of this Agreement by the other party or the other party's employees or agents and that the non-breaching party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity to the non-breaching party.

10.Opportunity to Seek Protective Order. In the event that either party or any person to whom a party transmits Confidential Information becomes legally compelled (by oral questions,

interrogatories, requests for Confidential Information or documents, subpoenas, civil investigative demands or otherwise) to disclose any such Confidential Information, such party shall provide the other party with prompt written notice so that the other party may seek a protective order or other appropriate remedy, or both, or waive compliance with the provisions of this Agreement. In the event that the other party is unable to obtain a protective order or other appropriate remedy, the party seeking to disclose the Confidential Information shall, and shall cause its employees and agents to, exercise their reasonable best efforts to obtain a protective order or other appropriate remedy at the expense of the owner of the Confidential Information. Failing the entry of a protective order or other appropriate remedy or receipt of a waiver hereunder, the party seeking to disclose the Confidential Information shall furnish only that portion of the Confidential Information which it is advised by written opinion of counsel is legally required to be furnished and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment shall be accorded such Confidential Information.

11. General. This Agreement represents the entire understanding and agreement of the parties and supersedes all prior communications, agreements and understandings relating to the subject matter hereof, shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns and shall be construed under the laws of the State of New York.

Employee Training:

Our Employees are experts in their related fields when hired. We do cross train everyone over time to have redundant personnel in place to provide Services:

Supplier shall:

- (a) Follow all directions given by BNY MELLON & INSIGHT INVESTMENTS from time to time.
- (b) Ensure that all members of its staff working in connection with the Services ("Staff") are properly trained and competent, fully always supervised and possess suitable skills and experience for the performance of the Services.
- (c) Ensure that Staff comply with all BNY MELLON & INSIGHT INVESTMENTS security, safety and other site policies and regulations (including, without limitation, health, and safety policies) as are notified to the Supplier from time to time.
- (d) Not, without the prior written consent of BNY MELLON & INSIGHT INVESTMENTS, either withdraw or replace any Staff that have been designated to provide the Services or Materials for the purposes of this Agreement.
- (e) Upon BNY MELLON & INSIGHT INVESTMENTS's reasonable request, replace any member of Staff with another acceptable to BNY MELLON & INSIGHT INVESTMENTS. Supplier warrants, represents, and undertakes to BNY MELLON & INSIGHT INVESTMENTS that all members of Staff who are subject to immigration control have valid and subsisting leave to enter or remain in the country where the Services are to be provided and to undertake the Services there and are not subject to any conditions which might affect Supplier's performance of the Services. Supplier shall be solely responsible to Staff for all compensation, benefits or any other claims or liabilities of any kind related to the Services or Deliverables or otherwise relating to this Agreement, including any claims which arise under the wage and hour laws, anti-discrimination statutes or regulations, or any principles relating to an alleged joint-employment relationship between Supplier and BNY MELLON & INSIGHT INVESTMENTS under the laws of the states or municipalities of the United States or under the federal laws and regulations of the United States

Data Protection

Data Protection. "Personal Data" means any data or information relating directly or indirectly to a living individual (including but not limited to BNY Mellon & Insight Investments staff and customers) and which is held by or is under the control of any member of BNY Mellon & Insight Investments and, to the extent the Privacy Laws (as defined below) apply to data or information which relates to a corporate entity, Personal Data shall include such data and information. Supplier undertakes to (and shall procure that its Staff, agents, professional advisers and sub-contractors shall): (a) observe the provisions of (and comply with any direction given by any BNY Mellon & Insight Investments member in connection with) all applicable laws and regulations and industry protocols pertaining to Personal Data including, without limitation, Payment Card Industry Data Security Standards and Title V of the Gramm-Leach-Bliley Financial Modernization Act of 1999 (15 U.S.C. 6801 et seq.) ("GLBA") including the provisions regarding the reuse, sharing and redisclosure of Personal Data and the rules implementing Section 501(b) of GLBA ("Privacy Laws"); (b) ensure that Personal Data are only used for the purposes of performing the Services under this Agreement and are protected against loss and destruction, and against unauthorised or accidental access, processing, erasure, transfer, use, modification, disclosure or other misuse, and that only personnel authorised by BNY MELLON & INSIGHT INVESTMENTS have access to Personal Data; (c) segregate Personal Data from its own data and from data of its other customers or clients; (d) not process, disclose or transfer any Personal Data except on the express instructions of an BNY Mellon & Insight Investments member and in accordance with applicable Privacy Laws; (e) not retain Personal Data for longer than is necessary; (f) not do or permit any act which might contravene the terms of any BNY Mellon & Insight Investments member's registration or authorization under any Privacy Laws; (g) not transfer Personal Data which has been obtained or made available within one country outside that country, or allow persons outside that country to have access to it, without the prior written approval of the relevant member of the BNY MELLON & INSIGHT INVESTMENTS Group; and (h) take all reasonable steps to ensure the reliability of the persons which will have access to the Personal Data. Supplier shall immediately notify BNY MELLON & INSIGHT INVESTMENTS if it becomes aware of a breach or a potential breach of this Clause. Supplier shall indemnify each member of the BNY Mellon & Insight Investments on demand in respect of any type of liability, loss, damage, claims and expenses (including legal/attorney fees) arising out of or in connection with any breach of Supplier's obligations under this Clause.

Record Retention: Business Cards (simple secure Sign on Ordering Portal)

Financial Print Services (Not part of this scope but thought to include)

A: We can implement at a nominal cost a secure Drawer which is an encrypted method for collecting/sending data from the bank. Currently our process is we receive a file which is password protected from the client. We download it on to a dedicated print server where only 2 people in the company have access. (Pre-press and production) Thus your data is collected, printed, and produced. 14 Days later we delete the files.

B: The newer method is using Secure Drawer is eFileCabinet's client portal and allows you to send and receive files, forms, documents, pictures, videos, and more over the internet with the peace of mind that it is heavily encrypted and secure. Secure Drawer uses SSL/TLS encryption on all data that is sent between your computer and the data servers. Data is encrypted with 256-bit AES standard on the data servers, and data is always transferred using Secure Socket Layer (SSL) technology. Secure Drawer data centers comply with regulatory standards and attain the necessary certifications. They have achieved Level 1 PCI compliance and have obtained ISO 27001, SAS 70 Type II, and HIPAA certifications.

b. [How and where is the data being stored?](#)

Answer: We have 2 choices.

A: The data can be stored for the 2 weeks as mentioned above on our server and if required we can purchase a dedicated server for BNY MELLON & INSIGHT INVESTMENTS at a nominal cost and apply all the banks existing security protocols to the device to ensure the data on it is totally secure.

B: By using eFile Cabinet BNY MELLON & INSIGHT INVESTMENTS does not have to worry about the information you've collected within your cloud based DMS being leaked through our security protocols. Customize the role-based permissions to prevent unauthorized access of documents or information and regain some sense of security in this new time as data breaches continue to dominate the headlines. With [256-AES](#)(advanced encryption standard) bank-grade encryption, secure Amazon Web Servers, recurring 24-hour data back-up, and data storage with multiple artificial and physical points of presence, you can have peace of mind knowing that your information is secured against cyber intrusion.

c. [How is the data being transferred?](#)

Answer: We have 2 choices.

A: Currently for all of our clients, the secure Fiery Print Server running EFI software transfers the data to the device for printing. This is after we receive the document(s) to print from the client sent to us from there server or download tool.

B: With eFileCabinet A full record is kept for every file and document on your system, through the solutions audit trail and compliance features we manage interactions this way. When a document is created, when it is accessed, when and how it is transferred, and to who it is transferred are integral details.

Our Audit Trail & Compliance feature allows you BNY Mellon & Insight Investments to isolate audit logs, either by creator, user, date and time, action, permissions, and so much more. BNY MELLON & INSIGHT INVESTMENTS will know if somebody tried to access a file or folder without the proper permissions based on their role, if the work has been done by the specified time, and how often changes are being made to a project in flux. This feature allows you to track and protect the integrity of each and every file and account that your business operates. You can even inspect the entire trail from the moment it was created to the moment you opened it up, all with the click of a button.

d. [How is the data being archived?](#)

Answers: We have 2 choices.

A: Currently the BNY MELLON & INSIGHT INVESTMENTS data will be stored on a shared server which is encrypted and 2 people in the company have access. As mentioned above we can purchase a dedicated server or have the bank BNY Mellon & Insight Investments provide a server to sit at our facility with all standard bank security protocols.

B: As BNY MELLON & INSIGHT INVESTMENTS needs to become compliant with audit trail guidelines from HIPAA, SEC, or any other governing body, then eFileCabinet is the document management system for the job.

With eFileCabinet a secure and feature rich DMS ideal for enterprise applications (See Below)

- I. With eFileCabinet's audit trails, you will be able to keep track of each and every user who accesses your DMS—authorized or otherwise.
- II. The audit trail will follow and track each user throughout the entire eFileCabinet system, logging everything a person searches, opens, modifies, or **deletes**.
- III. Whether a worker is digging around in files they should not be accessing, or editing templates or profiles for no clear reason, [eFileCabinet's](#) audit trail will tell you.
- IV. Deleting of files can become an established rule dictated by BNY MELLON & INSIGHT INVESTMENTS with full audit ability in real time to monitor and ensure the files are deleted as required.
- V. The audit trail makes it simple to audit what your authorized employees are doing on your DMS. It also makes it easier and more convenient for auditors to audit you and how your outsourced print is managed.

e. [How is the data being destructed \(Delete\)?](#)

Answers: We have 2 choices.

A: The Current process would require an employee to go into the server and delete the data stored on a time-based schedule, established by BNY MELLON & INSIGHT INVESTMENTS.

B: Through eFileCabinet we can establish and automated protocol to delete the files automatically for BNY MELLON & INSIGHT INVESTMENTS based on rules set forth by the client.

f. [Also appreciate in each step please mention who have the access/handle to the data.](#)

Answers: We have 2 choices.

A: The Current process allows 2 employees access to the server where the data is stored. The visibility of who has access is limited to internal entries into the secure server.

B: Through eFileCabinet audit trail logs are generated by the system. These logs cannot be deleted and serve as a record available to BNY MELLON & INSIGHT INVESTMENTS in real time via secure connection. If you need to go back and restore an accidentally deleted file or find out where an employee made a mistake in a specific document, you can appreciate what an important security feature having an audit trail can be in a DMS. You also have full visibility in real time to review who has accessed the files, this eliminates all of the guessing and assumptions.

Termination of an Employee: (EXAMPLE)

[DATE]

[CONTACT NAME]

[ADDRESS]

[ADDRESS 2]

Please find answers to the Risk Assessment Questions regarding termination of an employee.

A: Termination Policy for Employees

Introduction

It is the goal of DIRECTED ONLINE LLC is to establish a working environment that encourages open and effective business communication, while protecting Directed Online LLC interests and advancing its lawful objectives. After careful review with our attorney, we decided to update the policy effective August 10th, 2023 – **Please review:**

Scope

This termination policy applies to all employees of Directed Online LLC. This also encompasses computer resources (including, without limitation, independent contractors, consultants, and interns). "Computer Resources" means any electronic device or system which creates, stores, uses or transmits messages, data or signals using Directed Online LLC computer or telecommunications resources including, but not limited to, host computers, file servers, workstations, stand-alone computers, laptops, software and internal or external communications networks including Internet and Intranet access, commercial online services, pagers, bulletin board systems, voice mail and email systems, that are accessed directly or indirectly from Directed Online LLC computer telecommunication facilities.

Note: This policy does not apply to real time voice transmission over a telephone line.

Access Rights

Employees should not have an expectation of privacy regarding their use of the computer resources. All programs, files, messages, and data, whether created, stored, in process on, or sent via the computer resources are the property of DIRECTED ONLINE LLC, and are subject to review, retrieval, reading, removal, or other use by authorized representatives of DIRECTED ONLINE LLC whenever DIRECTED ONLINE LLC, at its sole discretion, determines that it has a need to do so. In addition, DIRECTED ONLINE LLC has the right to monitor all aspects of its computer resources without notice.

Note: Information stored on or generated by the computer resources may also be accessed and disclosed to third parties, if necessary, to satisfy a legal obligation or protect Directed Online LLC rights or other interests. DIRECTED ONLINE, does not actively monitor messages being transported on the computer resources as part of its day-to-day business operations. However, employees should not expect DIRECTED ONLINE LLC to treat personal messages or information on the computer resources differently from other information of a strictly business nature. Through inadvertence or as part of Directed Online LLC normal business procedures, information on the computer resources may be subject to disclosure or discovery by DIRECTED ONLINE LLC.

Supervision: In a user's absence, or for other reasons in connection with Directed Online LLC business operations, management personnel may be granted access to the employee's e-mail and voice mailbox by the IT department. In all other situations where access to the computer resources is required, the IT department may grant access to authorized personnel after consultation with the legal counsel or human resources personnel.

Termination Agreement

A. Parties. This Termination Agreement ("Agreement") is set out between Directed Online, LLC ("Employee") located at 1140 Broadway New York NY 10001 or 2 OLD MILL RD, NORTH CALDWELL, New Jersey 07006 and Edward Sanders at Directed Online ("Employer") located at 2 OLD MILL RD, NORTH CALDWELL, New Jersey 07006.

B. Termination Date. The Employee's last day of employment is August 10, 2023.

C. Final Paycheck. All wages, salary, and commissions, if applicable, earned through the Employee's termination date will be paid on the next regularly scheduled payroll date. Other than your final paycheck, you agree and acknowledge that no other compensation is due and owing to you, except as provided in this Agreement.

D. Severance. In consideration of the stipulations set out in this Agreement, the Employer agrees to the following:

D1. Single Payment. Under this Agreement, the Employer agrees to make a single severance payment to the Employee in the amount of \$1,000.00 ("Severance Payment").

E. Release of Liability. The Employee agrees that they have not previously filed or joined any lawsuits, complaints, or charges against the company. The Employee further agrees to release the company, including but not limited to its parents, subsidiaries, affiliates, partnerships, corporations, representatives, and employees from all claims or demands that the Employee may have from their employment with or their termination from the company.

F. Acknowledgement. The Employee acknowledges that he received a copy of this agreement and has taken the time to review and ask questions about it. The Employee also acknowledges that they were offered a period of at least 21 days to review and consider this Agreement. Further, the Employee acknowledges that they have 7 days from signing this Agreement to revoke their signature. For the revocation to be effective, the Employee must notify the Employer no later than 5:00 P.M. on the seventh day after signing this Agreement.

G. Non-Disclosure of Confidential Business Information. The Employee agrees to sign a Non-Disclosure Agreement (NDA). The Employee agrees to not disclose any confidential business information about the company. This includes but is not limited to trade secrets, intellectual property, proprietary information, and financial information that has been given to the Employee.

H. Return of Company Property. The Employee agrees to promptly return all property that belongs to the Employer. This includes, but is not limited to, files, notes, documents, written material, computer programs, office supplies, and any other item that has been supplied to the Employee by the Employer or that the Employee has created for the Employer, company, clients, parents, subsidiaries, affiliates, partnerships, corporations, representatives, and employees.

I. Review and Revocation. The Employee acknowledges and understands that they have 21 days from receiving this Agreement to review, consider, and talk to an attorney about the provisions here within. By signing this Agreement, you are acknowledging and agreeing to the terms of this Agreement, and you are doing so of your own free will.

J. No Admission and Neutral Reference. Nothing contained in this Agreement will constitute or be treated as an admission by you or the Company of liability, any wrongdoing, or any violation of law. In response to a request for a reference, and consistent with the Company's policy, the Company will provide only the Employee's job title and dates of employment.

K. Entirety of the Agreement. All the terms in this Agreement constitute the entire agreement between the Employee and the Employer. No other promises, insinuations, or agreements have been made. The terms of this Agreement may not be altered or modified without the written consent and approval of the Employer.

L. Severability. If any term of this Agreement is held to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect and will not be affected.

M. Governing Law. This agreement shall be governed by the laws of the state of New Jersey & New York.

I ACKNOWLEDGE AND AGREE THAT I HAVE FULLY READ, UNDERSTAND, AND VOLUNTARILY ENTER INTO THIS AGREEMENT. I ALSO ACKNOWLEDGE THAT MY SIGNATURE BELOW IS AN AGREEMENT TO RELEASE THE COMPANY FROM ANY AND ALL CLAIMS THAT CAN BE RELEASED AS A MATTER OF LAW IN EXCHANGE FOR THE BENEFITS BEING PROVIDED TO ME BY THIS AGREEMENT.

First Published Date: 1/22/16 **Revision Date:** 8/10/23 **Policy #:** DIR0001