

**UCLA Anderson School of Management
2022 Strategic Management Research Program
Field Study Agreement**

This Agreement, effective _____, 2021, by and between

(Company Name)

and the Participants of the Strategic Management Research (SMR) Program of the UCLA Anderson School of Management sets forth the complete understanding of these parties concerning UCLA Anderson's 2022 SMR Program. The duration of the Program is a six-month academic period beginning in January 2022, with project completion in June 2022.

1. Definitions

the Advisor: The UCLA Anderson faculty member assigned to advise the Team.

the Company: The Company or organization named above.

the Director: SMR Faculty Director, Jeff Scheinrock.

the Participants: The officers, executives, employees, board members, investors and outside consultants who are involved in any way with the SMR program, from all of the Companies participating in the SMR Program, all enrolled full-time Anderson Students, the Program faculty Advisors, teaching assistants, administrative staff and Alumni Mentors.

the Plan: The final consulting report or business plan created by the Team assigned to the Company.

the Presentation: The final formal presentation created by the Team and presented in June 2022.

the Program: The UCLA Anderson Strategic Management Research Program.

the Student(s): UCLA Anderson MBA candidates enrolled in the 2022 Strategic Management Research Program.

the Team: The group of enrolled SMR Students assigned to the Company named above.

2. Benefits to Company

The Team will use its best and reasonable efforts to benefit the Company by developing a strategic consulting report or business plan that includes an assessment of the Company's products, markets, management team, competition and opportunities. The Team will write a professional quality, comprehensive consulting report or business plan with specific recommendations to enable the Company to most effectively move to its next stage of corporate growth. The Team will make a formal oral and written presentation of the Plan to a panel of judges and/or Company representatives. The Company will receive hard and soft copies of the Team's Plan, Presentation, secondary market research results and redacted primary research results, analyses, financial spreadsheets and other working papers. The Team is responsible for working toward meeting the expectations of not only the Company, but also those academic requirements set forth by the Advisor and the Program. During the first month of the program the Company and the Team will jointly develop a written scope of work defining the objectives of the six-month program. These objectives may change during the Program based on research findings or Company circumstances if mutually agreed on by both the Company and Team. The Participants agree and understand that the primary objective of the Program is to develop a comprehensive consulting report or strategic business plan addressing the scope laid out by the Company and the team. The objective is not to identify potential sales opportunities, strategic alliances or sources of capital. If, however, during the process of developing the Plan, the Team becomes aware of such opportunities the Team will disclose this information to the Company.

3. Benefits to Students

The Program fulfills the Master's Thesis (Comprehensive Examination) requirement for the Team's MBA degree from UCLA Anderson. The Plan and Presentation are an important and essential part of meeting each student's academic requirements. The Program teaches Students strategy, business consulting, entrepreneurship, business plan development, primary research collection and analysis, market assessment, financial analysis and planning. Students are not employees, interns, consultants or agents of the Company and are not to receive any financial or other compensation from the Company for the development of the Plan. All Participants agree that the Plan developed and the Presentation made at the conclusion of this course are for educational purposes only and they are not to be considered as an offering to sell securities. Participants agree that the Plan is not a prospectus, offering memorandum or private placement memorandum.

4. Advisor

The Team will be under the direct supervision of a UCLA Anderson faculty member serving as the Advisor, who will not be a direct participating member of the Team, but will provide the Team coaching, advice, direction and oversight. The Advisor will be solely responsible for approving the final content and quality of the student created Plan and Presentation and will assign the Team members' final grades.

5. Company Commitments

The success of the Program is significantly dependent on the level and quality of commitment of personal time and resources by the Company executives. The Company will provide the Team all relevant information about the Company and its business, including customer information and contact details; previous market research; business plans and strategies; and other related information. All such information is to be provided to the team within two weeks of the request date. Such information will be considered confidential pursuant to Paragraph 11 below. During the Program Company executives will spend reasonable amounts of their time communicating with the Team in order to assure that the Team clearly understands the Company's current status, future goals and objectives. Executives will be available for regularly scheduled telephone conference calls and for the Team to meet with key management and staff when Team members visit the Company's headquarters.

6. Payment

The Company agrees to pay UCLA Anderson a fee of \$7,500, which Anderson will use to provide educational and administrative resources associated with the Program. Upon the receipt of this signed Field Study Agreement and payment of the \$7,500 program fee, to be paid within 30 days after receiving an invoice from UCLA Anderson, UCLA Anderson will officially enroll the Company into the 2022 SMR Program. In the case of delinquent payments, the Program reserves the right to withhold any and all program deliverables from the Company until full payment has been received. All payments should be made to "The UC Regents". Payments are accepted via check or wire transfer. The Company assumes responsibility for paying all bank transaction fees. No refunds or partial credits will be provided.

Anderson pays for all student project research expenses, including travel, lodging and trade show or conference registration fees up to a maximum of \$4,500. During the first month of the program, the Company and the Team will agree on the scope of the SMR study, including identifying specific market segments or internal operational processes to for the team to research. The Team will then plan the research and travel necessary to study these segments, including a detailed travel schedule and the estimated budget. The travel plan and budget will be reviewed and approved by the Advisor and Company. If during the six month study it is determined that the estimated cost for Team's total travel expenses will exceed \$4,500, the

Team will discuss this with their Advisor and the Company before incurring any additional travel that exceeds \$4,500. The Team and Company will mutually agree to either reduce the scope of market research to a scope where travel costs will be within the \$4,500 budget or the Company will agree to pay SMR for any additional expenses over \$4,500.

7. Hold Harmless

The Company assumes all risks and liabilities that may arise from its use of the Plan or Presentation and agrees to defend, indemnify and hold UCLA Anderson and The Regents of the University of California, its officers, agents, employees, and the Team members harmless from any and all claims, demands, judgments, lawsuits and awards arising from or connected with the use by the Company of the Plan or Presentation.

8. Access Rights

Both Anderson and the Company acknowledge that the Plan and Presentation belong to the Company. It is understood by all parties that Anderson engages in this activity only for educational purposes and that it is not intended that the activities of the school be of a type ordinarily carried on as incident to commercial or industrial operations. The members of the Team or the Advisor will not be considered employees, agents, or representatives of the Company under this Agreement. None of the work produced by the team will be published to the public, as per Paragraph 11 below.

9. Cure Process

In the unusual event of any significant disagreement between the Company and the Team and/or Advisor, the Company will immediately advise the Director of such disagreement in writing with copies to the Team and Advisor. Within one week, the Team will provide a written assessment of their view of the disagreement to the Director, with copies to the Company and Advisor. Within one week, the Director will contact the Company executive who wrote the letter of disagreement to better understand the difference. Within two weeks after contacting the Company and receiving both documents, the Director will meet with the Advisor and Team to suggest ways to resolve the disagreement. If this does not satisfactorily resolve the issue, the Director will then meet with the Senior Associate Dean of the MBA Program and the Director of the SMR Program. A final decision regarding the issue will be made at the conclusion of this meeting and all parties will be notified in writing within one week. All Participants will use their best efforts to resolve the dispute by pursuing the procedure outlined in the cure process as set forth in this section. If this is not possible, all Participants mutually agree to submit the dispute to a professional arbitration and mediation service that is mutually agreed upon. This service will be located in the City of Los Angeles, California. We agree that the judgment of this service will be binding and confidential and the prevailing party will be entitled to recover all reasonable legal expenses related to the arbitration process. Any court challenge, review or enforcement of the arbitration or mediation decision must be made in the courts of the State of California. The laws of the State of California govern this entire agreement.

10. Public Disclosures of Company as an SMR Program Participant

UCLA Anderson may publicly present the name of the Company in any list of SMR Program Participants, but will not disclose the plan or presentation or any of its details without prior written Company approval. The Company may not use the name or trademarks of the Program, Anderson or UCLA in the Company's publications, advertising or promotional materials in any way that implies that Anderson or UCLA endorses the products or business of the Company. Any use by Company of the UCLA, UCLA Anderson School of Management or the SMR names or trademarks in Company publications, advertising or promotional materials requires prior written permission from the SMR Program Director.

11. Confidential Non-Disclosure Agreement

This section governs the conditions of disclosure by the Company to the UCLA Anderson SMR Program Team and Advisor of certain Confidential Information provided by the Company. Confidential Information is defined as all written and oral information pertaining to the Company and its business that has been provided by the Company and is not currently available from public or external data sources. All UCLA Anderson SMR participants, as defined above in section 1 of this agreement, mutually agree to the following:

The Company agrees to disclose to their assigned Student Team certain Confidential Information about their Company in order for the Students to effectively develop and write a formal consulting report or business plan for the Company. This Confidential Information includes, but is not limited to, financial data and projections, business strategies, business models, product designs and strategies and business plans.. Information that is generally available in the public domain is not considered Confidential Information.

Students and the Program agree that this Confidential Information is owned solely by the Company and no intellectual property rights are acquired by the Students or UCLA Anderson. Students agree not to disclose, disseminate or communicate any of this Confidential Information to any other third party. Students may use this Confidential Information only for the purpose of developing and writing a formal consulting report or business plan and presentation for the Company. The Company authorizes no other use of this Confidential Information. Students may not communicate this Confidential Information or any part of the Plan or Presentation to any third party. Students agree to promptly return to the Company all documents, computer data files and other media containing Confidential Information that was given to them during the course. The Company agrees that the Team will not be prevented, however, from using or disclosing information: (1) Where one of the parties can demonstrate by written records that the information was previously known to them by means other than a confidential communication; (2) which is now, or becomes in the future, public knowledge other than through acts or omissions of the undersigned parties; (3) which is lawfully and non-confidentially obtained by the undersigned parties from sources independent of the Company. The Company further agrees that the Program will not be prevented from using or disclosing Confidential Information: (1) which is used for grading purposes, as each Plan may be reviewed by Program faculty members; (2) for a Program academic review, where Anderson faculty may review the overall quality and scope of the Anderson SMR Program. SMR Students, faculty and staff are required to sign this Field Study Agreement. They do not sign non-disclosure agreements prepared by participating companies.

The Company understands that during the Program, portions of their Confidential Information may be disclosed to all Participants in the Program in formal classroom presentations, assignments and discussions. All Participants agree to treat this Confidential Information in the same manner and under the same obligations as described above. Students further agree that these protections extend to any Confidential Information from SMR projects from previous years obtained for educational use.

All Participants agree that the Plan and Presentation will be viewed by volunteer judges who may not be affiliated with UCLA and who are not required to sign a non-disclosure agreement in accordance with normal and customary standard United States practices and policies for venture capital and angel investor presentations. Every Plan reviewed by judges will have the following legal disclaimer clearly displayed on the front title page:

“This business or strategic plan and presentation are for informational purposes only. They are not intended to be, and are not, a prospectus, offering memorandum or private placement memorandum. The information in the plan may not be complete and may be changed, modified, or amended at any time by the Company, and is not intended to, and does not, constitute representations and warranties of the Company. The plan contains the Company's confidential and proprietary information and may not be copied, faxed, reproduced

or otherwise distributed by the reader, and the contents of this plan may not be disclosed by the reader to anyone without the Company's express written consent.”

All Participants agree that the resulting Plan and Presentation developed during the SMR Program course are confidential and the sole property of the Company. Each of the Team members, the Advisor, Director and the SMR Program retains the right to keep a soft copy and one hard copy of the Plan and Presentation, with the Confidential Information therein continuing to be covered under the terms of this agreement. The Team, Advisor and Program agree to use the Confidential Information only for the purposes of the Program and agree not to disclose the Confidential Information to any third party except as required by law without the express written permission of an authorized officer of the Company.

The Company agrees that after a period of 12 months from the effective date of this agreement, UCLA Anderson may reproduce the Plan and Presentation for internal research and educational purposes only, including use of the Plan and Presentation for in-classroom presentations and educational materials for the UCLA Anderson SMR Program (not to be disseminated to any outside party). The Company retains the right to request in writing, that specific Confidential Information be excised from the Plan or Presentation prior to its instructional use.

12. Summary

The obligations of all Participants under this agreement remain in effect for three years from its effective date. The effective date of the agreement between UCLA Anderson and the Company is the date when the Company executive and the Director of the SMR program have both signed this agreement. The effective date of this agreement between the Company and the Anderson Students is when the last member of the Team signs this agreement. The Director of the SMR Program must approve and sign any variance to this agreement.

This Agreement is hereby accepted.

Team:

DocuSigned by:
Mahruq Siddiqui 12/11/2021 | 19:21:57 PST
B747C57498554D9...

DocuSigned by:
Aliza Taylor 12/11/2021 | 14:31:51 PST
B7C49B15676E4D7...

Client/Company:

Faculty Advisor:

DocuSigned by:
Paul Park 12/9/2021 | 14:14:49 PST
E4D9F086B66D413...

Faculty Director:
