

NON-EXCLUSIVE SERVICE AGREEMENT

1. This Services Agreement (the “Agreement”) is effective from the date mentioned in the signup confirmation email (the “Effective Date”) is by and between MYCPE (“Company”), and CLIENT (“Client”) who filled out and submitted the information in the online sign up form. WHEREAS, Company is in the business of providing online educational services and materials through its portal www.my-cpe.com including in its review and management. This constitutes education/other courses for various professional certifications and other public at large. WHEREAS Client has content for continuing education courses that he would like to provide, as licensed material to Company or present that content through live webinars, on-demand videos, virtual events, e-books, article, etc. for the purpose it’s marketing, generating leads, building outreach and such other business purpose, on the terms and subject to the conditions outlined in this agreement. THEREFORE, the parties hereby covenant, contract and bind themselves as follows:
 2. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings for purposes of this Agreement:
 - A. **“Sign up Form”** means the form which was filled in and submitted by the CLIENT online after which a confirmation email has been sent by the COMPANY and shall form part of this agreement.
 - B. **“Company Branding Elements”** means Company names, trademarks, service marks, trade names, logos, trade dress, or other identifying words, features, or symbols.
 - C. **“Company Content”** means all original works of expression created by the Company.
 - D. **“Licensed Course”** means any course for which the Client develops content pursuant to this Agreement.
 - E. **“Licensed Materials”** means all Written Content/Video /Presentation/Course details etc. of any Licensed Course; all other content provided by CLIENT to Company during the Term of this Agreement that relates to any Licensed Course; all updates, modifications, and additions to any of the foregoing provided by or to be provided by CLIENT from time to time pursuant to this Agreement (including all Periodic Updates); and all copyrights and other intellectual property rights in and to any of the foregoing materials; provided, however, that Licensed Materials does not mean or include any Company Content or any Company Branding Elements.
 - F. **“Video Content”** means the audio and video content for a Licensed Course.
 - G. **“Written Content”** means PowerPoint decks in PDF format, workbooks, and tests used or administered in connection with the Licensed Course.
 3. **Work Scope**
 - A. **Content to be created:** The CLIENT will create and record or write learning content in the subject matter relevant to Accounting, Finance, Tax and Human Resource Professional Development, by whatever name called, across the United States or Canada or Both or prepare the presentation and other course content for delivering it through Live Webinars/Virtual Conferences. Content provided may be converted into an on-demand course by the Company or the Client may be able to do live webinars/Virtual Events as per the Company’s LMS system. The course package shall also contain a course description, learning objectives, glossary, agenda, knowledge checks, final exam questions and such other things as may be statutorily required for publishing the course on the platform and making it worthy of professional development credits by various regulatory bodies.
 - B. **Content Acceptance:** This agreement does not oblige Company to offer any specific course developed by the CLIENT to its members. Nor does it require the CLIENT to

offer recorded course materials on any specific topic, unless expressly agreed by the CLIENT over email or other written medium. Content will be offered to Company upon its completion and Company will have the opportunity to determine if that content will be beneficial to its membership. The Company bears the right & responsibility of verifying such material & content is in accordance with NASBA/IRS standards or other applicable regulations and make required modifications & changes. Company meets NASBA standards to issue credits as well as issue certificates of completion and maintain participant records per NASBA rules. Company also meets the statutory requirements of other regulatory bodies like IRS, CFP Board, etc. to issue credits as well as issue certificates of completion and maintain participant records, wherever required. COMPANY shall also take the course specific approvals and get the unique reference numbers, by whatever name called, and issued from the respective regulatory bodies. Once the COMPANY has determined that the content is beneficial to its membership and meets the regulatory requirements, the COMPANY shall design and setup the Webinar(s)/On-Demand Video(s)/Virtual Event(s)/EBook(s)/Article(s)/Short Video(s) page(s) on their platform, send out invitations, manage registrations, reminders, certification, evaluation, issuing credits etc.

- C. License Grant:** During the Term of this Agreement, CLIENT grants to Company a worldwide, non-exclusive license to (i) distribute and transmit the Licensed Materials to provide continuing professional education services, by whatever name called, and schedule live webinars as determined (ii) the marketing, advertising, and promotion of such services and materials (the "Licensed Rights"). Company may exercise the Licensed Rights directly via its employees and/or may engage distributors, contractors, or other agents to exercise any or all of the Licensed Rights (and shall have the right to grant sublicenses as necessary or appropriate to engage third parties to exercise any of the Licensed Rights).
- D. Ownership of Licensed Materials:** COMPANY acknowledges and agrees that, as between Company and CLIENT, the CLIENT owns all right, title, and interest in and to the Licensed Materials and expressly reserves all such rights in the Licensed Materials other than those specifically granted to Company pursuant to this Agreement.
- E. Online Sign up Confirmation:** By providing its details in the form filled online including name, address, email id, etc. and submitting it, the CLIENT has accepted terms and conditions to this agreement. Further communication over email for license courses, number of webinars, videos, dates, timings, topics, other details, etc. shall be done in accordance with this agreement. COMPANY shall send an email confirmation on the registered email address for CLIENT's reference. For further information on pricing, royalties please refer to the section of Pricing and Royalties! Signing up this agreement is mere confirmation of understanding and doesn't automatically create any liability on the CLIENT/COMPANY. CLIENT/COMPANY shall be liable if it avails/gives any services from time to time.
- F. Effect of Bankruptcy:** All licenses and rights to licenses granted under or pursuant to this Agreement by CLIENT to Company are, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Code. Company will retain and may fully exercise all of its rights and elections under the Code. The foregoing provisions are without prejudice to any rights Company may have arisen under the Code or other applicable law. For Canadian CLIENT(s), This Agreement shall terminate, without notice, (i) upon the institution by or against either party of insolvency, receivership or bankruptcy

proceedings or any other proceedings for the settlement of either party's debts, (ii) upon either party making an assignment for the benefit of creditors, or (iii) upon either party's dissolution or ceasing to do business.

- G. Ownership of and Rights in Company Content and Company Branding Elements:** CLIENT acknowledges and agrees that, as between Company and CLIENT, Company owns all right, title, and interest in and to all Company Content and all Company Branding Elements. Nothing in this Agreement shall be deemed to grant the CLIENT any right or license in or to any Company Branding Elements. CLIENT cannot use any Company Content and Company Branding Elements without the Company's express, written approval.
- H. Copyright Notices:** If and as reasonably requested by CLIENT, Company agrees to include on or in connection with the Licensed Materials of a Licensed Course (as appropriate and reasonable based on the form of such Core Materials) a notice in substantially the following form: Copyrights, trademarks, and other intellectual property rights in this [identify Licensed Materials or source of Licensed Materials, e.g., book, website, etc.] are owned by Client, on a license to [Company].
Company may also include a statement of its ownership of all Company Content or Company Branding Elements used on or in connection with any Licensed Materials.
- I. No right to object:** Company has no right to object to the Client's grant of a license to any other person or entity on any terms or conditions in the Client's sole and absolute discretion.

4. Term and Termination.

- A. Term:** This Agreement shall be in force from the Effective Date and shall be a continuous service agreement unless terminated or modified in accordance with the provision set forth herein below ("Term"). The term may be modified, defined or ended by mutual agreement between both parties in writing or email.
- B. Termination:** In the event, either party breaches its obligations under this Agreement or any addendum hereto and fails to cure such breach within thirty (30) days after receiving written notice from the other party specifying such breach (or such other period of time as may be mutually agreed), the non-breaching party may thereafter terminate this Agreement by written notice to the other party, such termination to be effective immediately upon the breaching party's receipt of such notice.
- C. Effect of Termination:** Following the expiration or termination of this Agreement, the Company will no longer make the Licensed Course available for purchase/registration. Company shall pay CLIENT any remaining royalties owed as a result of any already purchased Licensed Course or Company shall have right to collect any amount due from the client for the activities already done before expiry/termination. In addition to any other rights and obligations of the parties that survive such termination or expiration, Company shall continue to (i) fulfil existing orders, registration, and customer contracts for Licensed Courses and (ii) provide access to Licensed Materials of a Licensed Course to customers who have already purchased/registered such Licensed Course or to whom Company has otherwise granted rights to use or access such Licensed Materials.
- D. Continuation of Customer Rights:** For the avoidance of doubt, neither termination of this Agreement nor discontinuance of a Licensed Course shall terminate the right of any Company customer to use any Licensed Materials in the possession of such Company customer (whether in tangible or electronic format).

5. Pricing & Royalties:

- A. Sponsored Content:**

- (i) **For content that is sponsored** and purpose of that is to generate leads or business outreach, COMPANY's typical pricing is per attendee/registration or a fixed fee for every Live Webinar/Replay (Rebroadcast)/Virtual Conference/On-demand Video. Typically this content is made available for free to the users. COMPANY shall have the right to collect the fees from the CLIENT for making License Course available on its platform through live webinars and/or replays and/or on-demand and/or Virtual Conferences. Company shall have the right to collect the payment as per the pricing agreed in writing over an email and sent to the CLIENT on the confirmation of Sign Up. Customized pricing of various services, discount packages, etc. may be offered to the CLIENT separately over email and such customization/discount packages shall be binding once confirmed by the CLIENT on email. If due to any reasons the CLIENT fails to honour the terms of the customized pricing or discounted package as agreed, the COMPANY shall have the right to charge the CLIENT at its standard service rates.
- (ii) **There are various sponsored services/content hosting options** that the COMPANY can provide to the CLIENT, including Live Virtual Events, Virtual Conferences, Dedicated Email Campaigns, Articles approved for Continuing Education, EBooks/whitepaper approved for Continuing Education, Short Videos, Video Ads, along with Email Ads, Follow up Emails, Conversion to On-Demand Videos, Social Media Marketing, Featured Email Campaigns, Referral Feature, In-Chat Promotion, Survey etc. Pricing for the said services shall also be communicated to the CLIENT over an email after mutual discussion and shall be binding on the COMPANY and CLIENT.
- (iii) **Payments:** Payment shall be made within 7 days of issuing the invoice to the Client. The Client shall receive an invoice via email on its registered email ID. All amounts shall be payable in United States Dollars (USD)/Canadian Dollar (CAD) as may be confirmed by the CLIENT at the time of Sign Up.
- (iv) **Taxes:** The amount receivable/payable under this Agreement does not include any federal, state or local sales, use, property, excise, service, or similar taxes that Company is required to collect/pay to Client and remit to any taxing authority with respect to amounts paid by/to CLIENT to/by the COMPANY. ("Tax (es)"), all of which shall be for the COMPANY's account. COMPANY/CLIENT shall timely Invoice for such Taxes only to the extent required by applicable law or regulation, taking into account any direct pay permits or valid tax-exempt certificates provided by CLIENT to COMPANY & Vice Versa contemporaneously with the execution of this Agreement, and shall timely remit such Taxes to the applicable taxing authority.
- (v) **Late Payments:** Amounts shall be paid by the CLIENT within 7 days from the due date. Late payments shall attract an interest payable at 2% per month from the date when such payments were originally due till the actual date of payment. If an underpayment is discovered, the difference is due within ten days of notice of the discovery of underpayment to CLIENT.
- (vi) **Attendee/Registration Details:** For each Live Webinar, Replay (Rebroadcast), Virtual Conference and On-Demand Video, hosted on COMPANY's platform for the purpose of lead generation or increasing

business outreach of the CLIENT and for which the CLIENT has agreed to pay the COMPANY a fee/charge in accordance with the clause 5A.(i), COMPANY shall provide CLIENT with details of Attendee/Registrant for the particular course which as stated by the attendee/registrant, which may include their Name, Email, City, State, Title, Designation, Company, Industry, Company Size, Qualifications, Phone, Interest Rating, Feedback, Responses to polling questions, etc.

B. Non-Sponsored Content for Monetization:

- (i) For rights granted to COMPANY under this Agreement for the Licensed Material or For Speaking and Presenting at webinars/events or hosting EBooks/Whitepapers/Articles, Company shall pay to CLIENT a royalty/fees as mutually agreed by both the parties and confirmed over email. The amount or percentage of royalty/fee, by whatever name called, for various different formats of content shall be communicated to the CLIENT by the COMPANY through an email sent after the CLIENT has submitted the online Sign up form.
- (ii) Unless otherwise agreed, the COMPANY shall have a right to use the written material and recordings of Live Webinars, Virtual Conferences or Recordings provided by the CLIENT, for replays (rebroadcast), as per such schedule and frequency as the COMPANY may deem fit, and/or as individual On-Demand (self-study) courses and/or in packaged (bundled) courses or in certification courses. The COMPANY shall make payment of royalties/fee for all content use as per the terms agreed upon in accordance with clause 5B.(i).
- (iii) The COMPANY shall have the right to ask the CLIENT for updating the content, over an email, because of it being obsolete, attendee reviews or any other reasonable cause. If CLIENT fails to make the necessary updates within stipulated time or refuses to do so, the COMPANY shall have a right to discontinue hosting the CLIENT's education material, by whatever name called, on its platform after giving a 30 days' notice to the CLIENT.
- (iv) Any amount if refunded for a particular Licensed Course/Event/EBook/Whitepaper/Article, the refunded amount shall not be considered for the CLIENT's future royalty payments. Consideration herein can be changed or altered with mutual consent in writing or email.
- (v) **Payments:** Royalty/Fee amount, by whatever name called, shall be paid in the month following the month in which it accrued. All amounts shall be payable in United States Dollars (USD)/Canadian Dollar (CAD), as agreed upon by the CLIENT at the time of Sign Up and shall be payable by wire transfer or online as determined by the COMPANY, In accordance with such instructions as may be provided from time to time by the CLIENT. Unless otherwise mutually agreed, each amount payable to CLIENT under this Agreement shall be subject to 6% payment gateway charge, which shall be deducted by the COMPANY at the time of payment.
- (vi) **Taxes:** The royalties/fee, by whatever name called, payable under this Agreement, or any addendum hereto, does not include any federal, state, or local sales, use, property, excise, service, or similar taxes that CLIENT is required to collect from COMPANY and remit to any taxing authority with respect to payments made to CLIENT by CCOMPANY ("Tax (es)"), all of which shall be for COMPANY's account. CLIENT shall timely invoice

COMPANY for such Taxes only to the extent required by applicable law or regulation, taking into account any direct pay permits or valid tax-exempt certificates provided by COMPANY to CLIENT contemporaneously with the execution of this Agreement, and shall timely remit such Taxes to the applicable taxing authority.

6. Warranty and Indemnification.

- A. CLIENT Warranties:** CLIENT warrants that it owns all right, title, and interests in and to the Licensed Materials and, as such, has the authority to grant the rights and licenses in and to the Licensed Materials specified herein. CLIENT warrants that the Licensed Materials have been and will be developed in a workmanlike manner, in conformity with generally prevailing industry standards, and that the use of the Licensed Materials by Company, its attendee, or members as contemplated by this Agreement will not infringe, misappropriate or otherwise violate any copyright, trade secret, trademark, patent, or other intellectual property rights of any third party.
- B. Company Warranties:** Company warrants that it will not use the CLIENT's Licensed Course and Licensed Materials in any way not permitted by this Agreement or any addendum hereto.
- C. CLIENT Indemnification:** Unless it is established that a Third Party Claim asserted against Company is based, directly or indirectly, upon Company's misuse of its License and the Licensed Course and Licensed Materials, CLIENT, at its expense, will defend, indemnify and hold Company and its affiliates, officers, directors, and agents harmless from any claim, action, suit or proceeding made or brought against Company by a third party alleging that Company's or its students' or sub-company's use of the Licensed Materials within the scope of this Agreement infringes, misappropriates or otherwise violates such third party's patent, trade secret, copyright or other intellectual property right or otherwise arising out of or related to any breach of any representation, covenant, or warranty of CLIENT under this Agreement (each, a "Claim"). COMPANY shall provide the CLIENT with prompt notice of any Claim and cooperate with the CLIENT in the defence and settlement of the Claim (at CLIENT's expense).
- D. COMPANY Indemnification:** Company agrees to, at its expense, defend, indemnify and hold Client and its affiliates, officers, directors, and agents harmless from any claim, damages, liabilities, losses or costs, including legal fees and court costs, that are asserted by any third party as it relates to the Licensed Materials, including but not limited to claims, damages, liabilities, losses or costs arising from the distribution and transmission of the Licensed Materials to provide continuing professional educational services for purchase only and the marketing, advertising, and promotion of such services and materials by the COMPANY, its employees, distributors, contractors, or other agents, and any sub Company or their customers.

7. Third-Party Infringement

- A.** myCPE is using certain third-party applications/software (application/software) and myCPE will not be responsible under this Agreement (i) if the application/software is not used in accordance with the relevant Documentation; or (ii) if the defect or liability is caused by application/software, a Modification or Add- on (other than a Modification or Add-on made by myCPE which is provided through myCPE Support); or (iii) if the application/software is used in conjunction with any other application/software for which the Licensee lacks sufficient rights from the third-party vendor for such use; or (iv) for any Licensee activities not permitted under this Agreement.

B. Infringement Actions by CLIENT: CLIENT shall have the sole right, but not the obligation, to determine whether to institute or pursue any proceedings to enforce any rights in the Licensed Materials, as well as the right to select counsel. Company shall cooperate, in a commercially reasonable manner, with CLIENT in any such suit. The CLIENT will be solely responsible for the costs of such action. CLIENT will notify Company within thirty (30) days of the initiation or settlement of any legal action based on infringement of Licensed Materials.

8. Limitation of Damages

A. Except as otherwise provided in this agreement, CLIENT shall not be liable concerning the licensed materials and the other subject matter of this agreement, regardless of the form of any claim or action (including, but not limited to, any cause of action sounding in contract, tort, or strict liability), for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill (except to the extent the foregoing are direct damages). This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if the CLIENT has been advised of the possibility of such claims or demands. This limitation of liability shall not apply with respect to any indemnification obligations of the CLIENT under this agreement. In no event shall Client's liability hereunder exceed the amount of royalty payments received by Client.

B. Company shall not be liable concerning the subject matter of this agreement, regardless of the form of any claim or action (including, but not limited to, any cause of action sounding in contract, tort, or strict liability), for any indirect, punitive, incidental, reliance, special, exemplary or consequential damages including, but not limited to, loss of business, revenues, profits or goodwill (except to the extent the foregoing are direct damages). This limitation of liability is intended to apply without regard to whether other provisions of this agreement have been breached or have proven ineffective even if the COMPANY has been advised of the possibility of such claims or demands. This limitation of liability shall not apply with respect to any indemnification obligations of the COMPANY under this agreement.

9. Notices: All notices, requests, demands, and reports to be given under this Agreement are to be delivered in writing to the following address (which may be changed based on a written intimation or as mutually agreed upon over email):

A. IF CLIENT IS IN US

TO COMPANY: myCPE LLC
1600 S Texas 6 Suite 250,
Sugar Land, TX 77478, United States
Email: shawn@my-cpe.com

B. IF CLIENT IS IN CANADA

TO COMPANY: myCPE Inc.
1311 Freeport Dr, Mississauga,
ON L5C 1S5, CANADA
Email: shawn@my-cpe.com

C. To CLIENT

Address: As provided in sign up form or
Email: As provided in sign up form.

10. Arbitration; Mediation

A. For Client in US

- (i) Any controversy or claim arising out of or relating to this Agreement and any controversy with respect to whether or not a controversy or claim is subject to this Section 10 (a "Dispute"), shall first be submitted to mediation according to the Commercial Mediation Procedures of the American Arbitration Association ("AAA") (see www.adr.org). Such mediation shall be attended on behalf of each Party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of a mediation and its conclusion shall be extended until twenty (20) days after the conclusion of the mediation.
- (ii) Any Dispute that cannot be resolved by mediation within forty-five (45) days of notice by one Party to the other of the existence of a Dispute (unless the Parties agree in writing to extend that period) shall be resolved by arbitration in accordance with the Commercial Arbitration Rules of the AAA ("AAA Rules"; see www.adr.org) and the Federal Arbitration Act, 9 U.S.C. §1 et seq. The arbitration shall be conducted in Houston, Texas, by one arbitrator appointed in accordance with the AAA Rules.
- (iii) The arbitrator shall follow the ICDR Guidelines for Arbitrators Concerning Exchanges of Information in managing and ruling on requests for discovery. The arbitrator, by accepting appointment, undertakes to exert her or his best efforts to conduct the process to issue an award within eight (8) months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award.
- (iv) The arbitrator shall decide the Dispute in accordance with the substantive law of Texas. The award of the arbitrator may be entered in any court of competent jurisdiction.

B. For Client in Canada

- (i) Any controversy or claim arising out of or relating to this Agreement and any controversy with respect to whether or not a controversy or claim is subject to submitted to mediation according to the Commercial Mediation Procedures of the Canadian Arbitration Association ("CAA") (see www.canadianarbitrationassociation.ca). Such mediation shall be attended on behalf of each Party for at least one session by a senior business person with authority to resolve the Dispute. Any period of limitations that would otherwise expire between the initiation of a mediation and its conclusion shall be extended until twenty (20) days after the conclusion of the mediation.
- (ii) The arbitrator shall follow the ICDR Canada Guidelines for Arbitrators Concerning Exchanges of Information in managing and ruling on requests for discovery. The arbitrator, by accepting appointment, undertakes to exert her or his best efforts to conduct the process to issue an award within eight (8) months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award. The arbitrator shall follow the ICDR Canada Guidelines for Arbitrators Concerning Exchanges of Information in managing and ruling on requests for discovery. The arbitrator, by accepting appointment, undertakes to exert her or his best efforts to conduct the process to issue an award within eight (8) months of her or his appointment, but failure to meet that timetable shall not affect the validity of the award.

- (iii) The arbitrator shall decide the Dispute in accordance with the substantive law of Ontario. The award of the arbitrator may be entered in any court of competent jurisdiction.

11. Miscellaneous

- A. This Agreement shall not be considered or construed to be a partnership or joint venture, and the COMPANY shall not be liable for any obligations incurred by the CLIENT unless specifically authorized in writing. Neither party shall act as an agent of the other party, ostensibly or otherwise, nor bind the other party in any manner unless specifically authorized to do so in writing.
- B. This Agreement shall be construed in accordance with and governed by Texas law without reference to the conflicts or choice of law principles thereof. Any litigation arising out of or relating to this Agreement shall be filed and pursued exclusively in the State or Federal courts encompassing Charlotte, Texas and the parties hereto consent to the jurisdiction of and venue in such courts. The parties waive compliance with the UN Convention on the Sale of Goods.
- C. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Each shall be considered signed when the signature of a party is delivered by facsimile, electronic signature, or submitting the online sign up form or electronic (email) transmission to the other parties. By signing this Agreement, the representatives of each party thereby represent that such Person is duly authorized by the party in question to execute this Agreement on behalf of such party and that each respective party agrees to be bound by the provisions thereof.
- D. Any term or provision of this Agreement which is invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement.
- E. This Agreement may not be altered, changed or amended except in writing by both the parties, email communication shall be considered as valid.
- F. You and we acknowledge and agree that each of the above terms constitutes an entirely separate and independent on CLIENT / COMPANY and that the extent and application thereof are considered reasonable for the legitimate protection of the business and goodwill of both the parties

12. Mutual Non-Disparagement:

- A. Subject to applicable law, each of the parties and covenants agree that neither themselves nor any of their respective agents, subsidiaries, affiliates, successors, assigns, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame, slander or otherwise criticize or put negative/bad/false reviews on any online/social media platform about the other parties or such other parties' subsidiaries, affiliates, successors, assigns, officers (including any current officer of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), directors (including any current director of a party or a parties' subsidiaries who no longer serves in such capacity following the execution of this Agreement), employees, shareholders, agents, attorneys or representatives, or any of their products or services, in any manner that would damage the business or reputation of such other parties, their products or services or their subsidiaries, affiliates, successors, assigns, officers (or former officers), directors (or former directors), employees, shareholders, agents, attorneys or representatives.