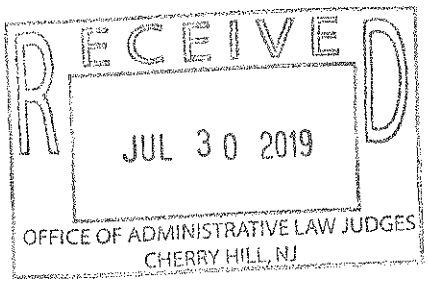
IN THE U.S. DEPARTMENT OF LABOR
OFFICE OF ADMINISTRATIVE LAW JUDGES

COLLEEN A. GRAHAM, **Complainant,** **v.** CREDIT SUISSE SECURITIES, ET AL., **Respondents.**	**Case No. 2019-SOX-00040**

PALANTIR TECHNOLOGY INC.'S MOTION FOR A STAY OF THE CASE AND FOR DISMISSAL OR SUMMARY DECISION



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INTRODUCTION

Congress passed the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley") with the goal of protecting investors in public companies from fraud. The statute's whistleblower provision, Section 1514A, advances that goal by preventing public companies—and the officers, employees, contractors, and agents working for public companies—from retaliating against employees who report certain types of fraud. Given Congress's focus on public companies, the law does not authorize suits against private entities outside of the narrow situation in which the alleged Sarbanes-Oxley violation specifically relates to work performed by a private entity acting as a contractor or an agent for a public company.

Congress's determination that the scope of Section 1514A should target public companies leaves no doubt that Palantir Technologies Inc. ("Palantir") should not be a party in this proceeding. Palantir is a private company, and none of the allegations in Ms. Graham's Complaint relate to Palantir's work as a contractor or an agent for a public company. Accordingly, there is no basis in either the text or purpose of the statute to hold Palantir liable. To avoid forcing Palantir to incur unnecessary costs and divulge sensitive information, this court should stay the case while it considers this motion. It should then dismiss Palantir from the litigation or grant a summary decision in its favor.

BACKGROUND

Palantir is a privately-owned software company headquartered in California that specializes in helping clients organize and understand massive quantities of data. Companies, governments, and non-profits in the 21st century all generate tremendous amounts of data from a range of different sources. In its raw form, that data is often overwhelming and difficult to use or understand. That's where Palantir comes in. The company's software enables organizations to combine and manage their data in a single secure platform, making it easier to access and analyze.

Palantir software includes applications that allow clients to create dashboards with various charts and analytics, so that even people without a technical background can easily visualize, sort, and analyze the information. With the data tamed and at their fingertips, clients can put it to use making their organizations more effective.

The financial sector is one of the many industries that relies upon Palantir's technology. When a bank's employees make errors, fail to follow protocol, or commit wrongdoing, the bank itself can suffer significant losses. Financial institutions work hard to monitor and prevent these types of "operational risk," but they cannot catch everything. As a result, banks have to set aside large capital reserves to cover potential losses.

In 2016, Palantir and Credit Suisse Securities (USA) LLC ("Credit Suisse") decided to team up to help banks save money by more effectively reducing these types of operational risks. To that end, Palantir and a Credit Suisse affiliate called Credit Suisse First Boston Next Fund, Inc. ("Credit Suisse Next," and with Credit Suisse "the Credit Suisse Respondents") created Signac, LLC ("Signac"). *See* Ex. A, LLC Agreement. Each party made a significant contribution to the new company. *Id.* § 5.2. Palantir invested millions of dollars and granted Signac a license to certain Palantir software that can combine and organize data from different sources and through which users can create dashboards to visualize that data. *Id.* Credit Suisse Next also made a multi-million dollar investment in Signac and licensed some of its intellectual property (through Credit Suisse). *Id.* Credit Suisse's parent company, Credit Suisse AG,[1] agreed to be Signac's first client. *Id.* at A-7. The hope was that, by leveraging Palantir's software along with Credit Suisse Next's know-how, Signac would be able to create dashboards that would allow Credit Suisse AG to better

[1] Credit Suisse AG is not the direct parent of either Credit Suisse or Credit Suisse Next. It is also not a Respondent in this case.

monitor employee trading activity and reduce operational risk, thereby reducing the amount of capital reserves Credit Suisse AG would need to hold in order to cover potential losses. *See id.* § 2.4. If successful with respect to Credit Suisse AG, Signac could then offer similar services to other banks.

To create Signac, Palantir and Credit Suisse Next signed the Limited Liability Company Agreement of Signac, LLC (said agreement, as later amended and restated, referred to herein as the "LLC Agreement"). The LLC Agreement identifies Palantir and Credit Suisse Next as the "Members" of Signac, which means that they own "units" (akin to shares) that carry voting rights and equity interests in the new company. *Id.* pp. 1, A-12. The LLC Agreement also tasks a four-person "Board of Managers" (the "Board") with running Signac. *Id.* § 8.2. Palantir and Credit Suisse Next each had the right to select one Manager (*i.e.* director): Palantir selected its General Counsel, Matt Long, while Credit Suisse Next designated Credit Suisse AG's Chief Compliance and Risk Officer, Lara Warner. *Id.* Ex. D. Notably, although Palantir and Credit Suisse Next each selected a Manager, neither company was itself a Manager as Ms. Graham erroneously alleges. *See* Compl. ¶ 10. The other two Manager positions went to the two co-heads of the company: (1) the Chief Information Officer, Sean Hunter, and (2) the Chief Supervisory Officer, Colleen Graham.[2] *Id.* Thus, in addition to serving as "Managers" on the Board, Mr. Hunter and Ms. Graham were the only "Officers" of Signac, with authority to "manage and control the day-to-day business of the [c]ompany," including hiring and firing employees, negotiating contracts, and implementing Signac's accounting policy. *Id.* §§ 9.1-9.3.

Ms. Graham's Complaint arises out of her involvement with KPMG's audit of Signac's 2016 financials. KPMG conducted the audit on the assumption that Signac was developing new

[2] Mr. Hunter previously worked at Palantir, and Ms. Graham previously worked at Credit Suisse.

software for delivery to Credit Suisse AG. Compl. ¶ 11. That assumption was incorrect: Rather than creating new software, Signac was using Palantir's *existing* software, in combination with Credit Suisse Next's expertise, to assemble dashboards that would help banks better monitor employee trading activity and thereby manage operational risk. Due to its misunderstanding, KPMG concluded that Signac could not recognize as revenue certain payments it had received from Credit Suisse AG in 2016, relying on the accounting rule that companies cannot recognize revenue from new software until development is complete. *Id.* ¶ 12. Ms. Graham alleges that, after reviewing KPMG's work, unidentified employees from Palantir and the Credit Suisse Respondents pressured her to seek a change to the audit and then retaliated against her when she refused to do so. *Id.* ¶¶ 14-33.

ARGUMENT

This Court has the authority to dismiss all or part of a claim for any "reasons recognized under controlling law," including "failure to state a claim upon which relief can be granted." 29 C.F.R. § 18.70(c). It may also grant summary disposition at any time, so long as it finds that "there is no genuine dispute as to any material fact and the movant is entitled to decision as a matter of law." *Id.* § 18.72(a). Here, it is plain from the face of the Complaint, as well as the LLC Agreement (which is referred to in the Complaint), that Palantir is not covered by the anti-retaliation provisions in Sarbanes-Oxley because it is not a public company and Ms. Graham's allegations do not arise out of work Palantir performed for a public company, including any subsidiary or affiliate of a public company.[3] Accordingly, this Court should dismiss Palantir from the case or, in the

[3] Because the Complaint relies on the LLC Agreement, this Court can consider it on a motion to dismiss. *See, e.g., Subaru Distribs. Corp. v. Subaru of Am., Inc.*, 425 F.3d 119, 122 (2d Cir. 2005) ("In determining the adequacy of the complaint, the court may consider any written instrument . . . incorporated in the complaint by reference, as well as documents upon which the complaint relies and which are integral to the complaint."). Alternatively, the Court can treat this motion as one

alternative, grant summary decision in Palantir's favor. In the interim, while considering this motion, this Court should stay the case so Palantir is not forced to incur the costs of discovery and otherwise defending a claim it should not have to face.

I. The Claim Against Palantir Should Be Dismissed Because Palantir Is Not Subject To Sarbanes-Oxley's Anti-Retaliation Provisions.

Congress enacted Sarbanes-Oxley "[t]o safeguard investors in public companies and restore trust in the financial markets[.]" *Lawson v. FMR LLC*, 571 U.S. 429, 429 (2014). One way the Act accomplishes that goal is by prohibiting covered entities from "discriminat[ing] against an employee" for providing information to their supervisors "regarding any conduct which the employee reasonably believes" violates a specific set of federal anti-fraud statutes and regulations. 18 U.S.C. § 1514A(a); *see* 29 C.F.R. § 1980.102(g).

Sarbanes-Oxley does not give an employee the right to sue any and all companies he or she believes have engaged in retaliation. Instead, consistent with its purpose of safeguarding investors in *public* companies, Congress specified that the statute applies only to public companies and a defined set of people and entities working with those companies. Specifically, Section 1514A states that its prohibitions on retaliation apply to companies (including subsidiaries and affiliates) "with a class of securities registered under section 12 of the Securities Exchange Act of 1934, or that is required to file reports under section 15(d) [of that Act]." 18 U.S.C. § 1514A(a). The statute goes on to instruct that its prohibitions also cover "any officer, employee, contractor, subcontractor, or agent of such company." *Id.* But the law goes no further. It does not create a general right to file complaints against private companies for alleged retaliation.

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for summary decision and rely on the LLC Agreement as evidence that conclusively rebuts the argument that Palantir is covered by Section 1514A.

Ms. Graham's claim against Palantir simply ignores Congressional limitations on the scope of Sarbanes-Oxley. Palantir is neither a public company, nor a subsidiary or affiliate of a public company. Palantir also was not acting as an officer, employer, contractor, subcontractor, or agent of such a company in connection with any of the alleged retaliation. Accordingly, this Court should dismiss Ms. Graham's claim against Palantir or grant Palantir summary decision.

A. Palantir Is Not A Public Company Or A Subsidiary Or Affiliate Of A Public Company.

In her Complaint, Ms. Graham concedes that Palantir is "a private corporation." Compl. ¶ 9. That concession forecloses one of two possible avenues for subjecting Palantir to the prohibitions in Section 1514A of Sarbanes-Oxley. Because it is not a public company, Palantir does not have a "class of securities registered under section 12 of the Securities Exchange Act of 1934." 18 U.S.C. § 1514A(a). That provision governs "securit[ies] registered on a national securities exchange," 15 U.S.C. § 78*l*(b), and Palantir has no such securities. Palantir also does not "file reports under section 15(d) of the Securities Exchange Act." 18 U.S.C. § 1514A(a). Section 15(d)'s reporting requirement applies only to companies that have "filed a registration statement" under the Securities Act of 1933, 15 U.S.C. § 78*o*(d)(1), which Palantir has not done. Finally, Section 1514A covers "any subsidiary or affiliate whose financial information is included in the consolidated financial statements of [a public] company," 18 U.S.C. § 1514A(a), but that does not describe Palantir, either. The company has no publicly held parents or affiliates, so its information is not a part of any public company's consolidated financial statements. There is, in short, no possibility that Palantir is the type of company that is automatically subject to the prohibitions in Section 1514A.

B. Palantir Is Not An Employee, Officer, Contractor, Subcontractor, Or Agent Of A Public Company.

Ms. Graham's only other basis for proceeding against Palantir— by asserting that Palantir is an "officer, employee, contractor, subcontractor, or agent" of a public company, 18 U.S.C. § 1514A(a); 29 C.F.R. 1980.101(f)—is also unavailable. Palantir is, plainly, not an "employee"[4] or "officer" under any natural reading of those terms. It is also not a "contractor, subcontractor, or agent" in the context of this case because Ms. Graham's allegations do not arise from any work that Palantir does for or on behalf of a public company (including any subsidiary or affiliate of a public company). As a result, this Court can conclude, as a matter of law and without additional discovery, that Ms. Graham does not have a viable claim against Palantir.

1. *Palantir is not an "officer."*

Palantir is not an officer of a public company, or an officer of a subsidiary or affiliate of a public company, and any attempt by Graham to claim otherwise is meritless.

An "officer" is "a person elected or appointed by the board of directors to manage the daily operations of a corporation, such as a CEO, president, or secretary."[5] Black's Law Dictionary (11th ed. 2019). Palantir is, of course, not an officer of the Credit Suisse Respondents or Credit Suisse AG. It is also not one of Signac's officers, even assuming that Signac qualifies as a subsidiary or affiliate of a public company (which it does not).[6] The LLC Agreement specifies

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[4] Ms. Graham does not assert in her Complaint that Palantir is an employee of a covered entity, and indeed such an assertion would be baseless: federal regulations define the term as an "*individual* . . . working for a covered person," and Palantir is not an individual. 29 C.F.R. 1980.101(g) (emphasis added).

[5] Because an officer is a "person," Palantir cannot be one; just like it cannot be an employee.

[6] As explained below, the Complaint does not, and cannot, allege that Signac is a public company or the subsidiary or affiliate of a public company. Accordingly, Palantir is not a covered entity even if it acted as an officer, contractor, subcontractor, or agent of Signac. This brief addresses

that Signac has only two "officers": the Chief Information Officer, Sean Hunter, and the Chief Supervisory Officer, Ms. Graham herself. *See* LLC Agreement §§ 9.1(a), 9.2, Ex. E. Those two officers "manage and control the day-to-day business of the [c]ompany." *Id.* § 9.3(b). Palantir was not entitled to and did not perform this function.

The Complaint does not allege that Palantir is an "officer." Instead, in an effort to muddy the waters, Ms. Graham insinuates that Palantir is an officer by alleging that it is a "Manager" of Signac and therefore a "'covered person[]' under the provisions of [Sarbanes-Oxley]." Compl. ¶ 10. That argument is doubly wrong. For one, a Manager is not the same as an officer. As the LLC Agreement explains, Managers sit on the Board and perform a similar role to directors in a public company. *See* LLC Agreement §§ 8.1, 8.2. Officers, by contrast, are "appointed and removed by the Board" to handle Signac's daily operations. *Id.* § 9.1(a). If Congress had wanted Section 1514A to cover both directors *and* officers, it would have said so. Numerous other provisions of Sarbanes-Oxley explicitly refer to either directors on their own, or directors and officers jointly. *See, e.g.*, 15 U.S.C. § 7244(a)(1) (prohibiting any "director or executive officer" from trading during certain periods); 16 U.S.C. § 78p(a) (creating disclosure rules for any person who is a "director or an officer" of an issuer). Section 1514A, however, refers only to officers, excluding directors from its prohibitions.

Second, Palantir is not a "Manager" of Signac. The LLC Agreement is clear that Palantir is a Signac "Member," which means it owns "units" that entitle it to, among other things, an equity interest in the company and the right to designate and vote for Managers. *See* LLC Agreement. *Id.* §§ 3.1, 3.2, 5.1, A-12. However, Palantir is not itself a Manager. Signac's Managers were

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Palantir's relationship with Signac only to show that, even if that relationship mattered, Palantir would still not be covered under Section 1514A.

Lara Warner, Matt Long, Sean Hunter, and Ms. Graham herself. *Id.* Ex. D. Ms. Graham tries to ignore the obvious because Section 1514A does not extend to entities like Palantir that simply designate and vote for the Managers (*i.e.* directors) that sit on the Board. The statute refers to "officers," not entities that elect directors. And expanding Section 1514A to cover Palantir would dramatically expand the statute to cover *all* shareholders who have the right to vote for directors in public companies. If Congress intended Section 1514A to impose such sweeping liability, it would have done so explicitly.

Thus, there is no basis for Ms. Graham to pursue a claim against Palantir on the theory that it is covered under Section 1514A as an "officer."

2. *Palantir is not a "contractor" or "subcontractor."*

Although Section 1514A generally does not apply to private companies, there is a narrow exception for private entities that are performing services for a public company as a contractor or subcontractor. In that situation, the private company is subject to Section 1514A, but only to the extent it takes an adverse employment action against an employee who is helping the private company "fulfill[] its role as a contractor for the public company," as opposed to when it is working in "some other capacity." *Lawson*, 571 U.S. at 453. Congress's decision to expand Section 1514A in this particular context fits with its broader goal of protecting investors in public companies. Legislating in the wake of Enron's collapse, Congress understood that "outside professionals—accountants, law firms, contractors, agents, and the like—were complicit in, if not integral to, the shareholder fraud and subsequent cover up [Enron] officers . . . perpetrated." *Id.* at 447 (internal quotation marks omitted). Congress was, therefore, "focused on the role of Enron's outside contractors in facilitating the fraud," and made sure that Section 1514A would extend to private

entities to the extent that they take adverse employment actions against employees that are conducting the private entity's work as a contractor for a public company.

Here, Palantir is not subject to Sarbanes-Oxley because (1) the allegations in the Complaint do not arise out of Palantir's work as a "contractor" or "subcontractor" for a public company (or the subsidiary or affiliate of a public company), and (2) Ms. Graham never helped Palantir fulfill any contractual obligations to such a company.

The first obstacle preventing Ms. Graham from asserting Palantir is a "contractor" is that the allegations in the Complaint arise out of *Signac's* operations, not work that Palantir performed as a contractor or subcontractor. Ms. Graham's Complaint mentions the term "contractor" only once, in alleging that "Signac acted as a 'contractor' of Credit Suisse [AG]" because it had contracted to provide software services to Credit Suisse AG.[7] Compl. ¶ 7. All of the alleged retaliation stems from Ms. Graham's role in helping Signac coordinate its audited financial reports with KPMG. The Complaint does not even identify Palantir as a "contractor" or "subcontractor," much less explain how any of the alleged retaliation arose directly from Palantir's work under a services contract with a public company, or the subsidiary or affiliate of a public company. That is because this case is not about Palantir retaliating against employees who were helping it act as a "contractor" or "subcontractor" for any of those companies.

To be sure, Palantir does perform work under contracts for some public companies (including Credit Suisse AG). But the fact that a private entity works for public companies does not subject it to *all* whistleblower suits under Sarbanes-Oxley, just those suits that arise from the private company's work as a contractor for a public company, where the employee alleging

[7] Because the Complaint alleges that Signac is a "contractor," Palantir assumes that is true for the purposes of the motion to dismiss only.

retaliation was working to help the private company fulfill the contract. Courts have consistently held that Section 1514A does not apply when the alleged retaliation "is unrelated to the [contractor's] provision of services to a public company." *Anthony v. Nw. Mut. Life Ins. Co.*, 130 F. Supp. 3d 644, 652 (N.D.N.Y. 2015); *see, e.g.*, *Reyher v. Grant Thornton, LLP*, 262 F. Supp. 3d 209, 217 (E.D. Pa. 2017) ("A purported whistleblower employed by a private company cannot invoke the protections of section 1514A simply because her employer happens to contract with public companies on matters unrelated to the alleged whistleblowing."); *Baskett v. Autonomous Research LLP*, 2018 WL 4757962, at *8 (S.D.N.Y. Sept. 28, 2018) (same); *Gibney v. Evolution Mktg. Research, LLC*, 25 F. Supp. 3d 741, 742 (E.D. Pa. 2014) (same). Indeed, a private company's conduct "do[es] not become subject to [Section] 1514A merely because the company incidentally has a contract with a public company." *Anthony*, 130 F. Supp. 3d at 652. Allowing complaints against any private entity that does some unrelated work as a contractor for a public company would substantially expand the scope of Section 1514A without doing anything to advance Congress's goal of protecting investors in public companies.

That leads to the second obstacle to Ms. Graham proceeding against Palantir under the "contractor" theory: Ms. Graham does not allege, and indeed could not plausibly allege, that she ever helped Palantir perform work for a public company or a public company's affiliates or subsidiaries. Ms. Graham never worked for Palantir; rather, she was an Officer and Manager on the Board of Signac during the relevant time period and had previously been an employee at Credit Suisse. *See* Compl. ¶¶ 1-2. During her time at Signac, she never helped perform any of *Palantir's* work, much less any of Palantir's work for a public company. As a result, her supposed whistleblowing does not "relate[] to [Palantir] . . . fulfilling its role as a contractor for [a] public company," so it does not qualify for protection under Section 1514A. *Lawson*, 571 U.S. at 453.

The fact that Palantir granted Signac a license to some of its software—which Signac then used to fulfill its contract to Credit Suisse AG—also does not subject Palantir to proceedings under Section 1514A as a "contractor" or "subcontractor" (again assuming, *arguendo*, that Signac is a subsidiary or affiliate of a public company for purposes of Section 1514A). A license, by itself, does not make the licensor a contractor of the licensee. The term contractor is generally understood as referring to an individual or entity that "agrees to do work" over a period of time. Black's Law Dictionary (2019); *see Lawson*, 571 U.S. at 453 ("[I]n 'common parlance,' 'contractor' does not extend to every fleeting business relationship."). A license, however, is just "permission . . . to commit some act that would otherwise be unlawful." Black's Law Dictionary (2019).

Notably, the Complaint contains no allegation that the licensing agreement required Palantir to perform work as a contractor or subcontractor, and it does not hint at how the alleged retaliation against Ms. Graham arises from any services that Palantir was hired to perform. Moreover, even if she did make such allegations, Ms. Graham would still have no basis for proceeding against Palantir on a "contractor" theory because she did not help Palantir "fulfill[] its role as a contractor." *Lawson*, 571 U.S. at 453. To the contrary, even assuming for the sake of argument that Palantir provided any services to Signac in connection with the license agreement, Ms. Graham, as an officer of Signac, would have been the the *beneficiary* of any of those services—not an employee helping Palantir carry out its contractual duties.[8]

In sum, Palantir was not acting as a "contractor" or "subcontractor" to any public company (or the subsidiary or affiliate of a public company) with respects to the facts alleged, and Ms.

[8] Similarly, the fact that Palantir employees allegedly provided input regarding Signac's accounting does not mean that Palantir was acting as a "contractor." Palantir was not working under a contract to provide accounting advice, and the Complaint does not allege otherwise.

Graham certainly never helped Palantir carry out its work as a "contractor" or "subcontractor." Accordingly, she may not proceed against Palantir under Section 1514A on a "contractor" theory.

3. *Palantir is not an "agent."*

Finally, Section 1514A's reference to "agent[s]" is irrelevant in this case because there is no plausible argument that Palantir was an agent of a public company, or the subsidiary or affiliate of a public company. Whether a private entity is "an agent of a public [company] . . . should be determined according to principles of the general common law of agency," which "are set forth in the Restatement of Agency." *Klopfenstein v. PCC Flow Techs. Hold'gs, Inc.* ARB 04-149, 2016 WL 3246904, at *1 (U.S. Dep't of Labor May 31, 2006). The Restatement explains that an agency relationship "arises when one person (a 'principal') manifests assent to another person (an 'agent') that the agent shall act on the principal's behalf and subject to the principal's control, and the agent manifests assent." Restatement (Third) of Agency § 1.01 (2019).

Here, the Complaint does not suggest that Palantir could be an agent of Credit Suisse AG or Credit Suisse, and the LLC Agreement expressly *disclaims* Palantir's authority to act as an agent of either Credit Suisse Next or Signac. The LLC Agreement restricts Palantir's authority to the exercise of its voting rights, stating that Palantir "shall not have any other power or authority to manage the business or affairs of [Signac] or to bind [Signac] or enter into agreements on [Signac's] behalf." LLC Agreement § 3.6. If that definitive language were not enough, the LLC Agreement goes on to explain that Palantir has no duty to look out for the interests of Credit Suisse Next or Signac, and that it has no right to act on behalf of either entity. *See id.* § 3.7(a) (stating that Credit Suisse Next and Signac are not liable for "the debts, liabilities, contracts and other obligations" of Palantir); *id.* § 3.7(b) (stating that Palantir shall not "have or owe any duty . . . or obligation whatsoever" to Credit Suisse Next or Signac). It would be impossible to find an agency relationship existed here because the foregoing provisions in the LLC Agreement make clear that

Credit Suisse Next and Signac never agreed that Palantir could act on their behalf, and that Palantir never assented to such a relationship either. *See, e.g.*, *BNP Paribas Mortg. Corp. v. Bank of Am., N.A.*, 866 F. Supp. 2d 257, 269 (S.D.N.Y. 2012) ("Courts have repeatedly found no fiduciary duty between the parties where the Agreement contains a clear and unambiguous disclaimer of a fiduciary relationship." (internal quotation marks omitted)); *City of Keokuk v. Fed. Signal Corp.*, 2009 WL 426218, at *5 (S.D. Iowa Feb. 19, 2019) (finding no agency relationship when parties memorialize "intent to preclude forming an agency relationship by disclaiming it").

Accordingly, Palantir is not subject to Section 1514A on the grounds that it was an "agent" of the Credit Suisse Respondents or Signac.

C. Palantir's Relationship With Signac Cannot Make Palantir A Covered Entity Under Section 1514A.

Finally, although it is clear Palantir never acted as an officer, contractor, or agent of Signac, Palantir would not be subject to Section 1514A even if it held such a role. As explained earlier, Section 1514A applies to public companies, "including any subsidiary or affiliate whose financial information is included in the consolidated financial statements of such company." It also applies to any "officer, employee, contractor, subcontractor, or agent *of such company*." *Id.* (emphasis added). Accordingly, Section 1514A covers only officers, contractors, and agents of public companies and the subsidiaries or affiliates of public companies "whose financial information is included in the consolidated financial statements of" the public company. The statute does not apply to officers, contractors, or agents of *other* companies, including companies that are allegedly acting as contractors of public companies. Otherwise, the statute would not use the phrase "such company"; it would use a more capacious phrase, like "any company covered by this subsection."

Under the plain text of the statute, then, Palantir's relationship with Signac is irrelevant because Signac is neither a public company, nor a subsidiary or affiliate of a public company

whose financial information is included in the consolidated financial statements of a public company. The Complaint concedes that Signac is not a public company, but rather a "Delaware Limited Liability Company" owned by Credit Suisse Next and Signac. Compl. ¶ 5. There are also no allegations that Signac's finances are included in the consolidated financials of any public company. And Ms. Graham could not have made such an allegation. One of Signac's owners, Palantir, is not a public company. The other, Credit Suisse Next, is not a public company, either, and the consolidated financial statements of Credit Suisse AG—which owns Credit Suisse Next's parent company—does not make any mention of Signac. *See* Annual Reports of Credit Suisse Group AG and Credit Suisse AG (Bank), *available at* https://www.credit-suisse.com/about-us/en/reports-research/annual-reports.html.[9] As a result, Palantir's relationship with Signac cannot possibly trigger Section 1514A.

II. The Entire Case Should Be Dismissed For The Reasons Articulated In the Credit Suisse Respondents' Motion To Dismiss.

The Credit Suisse Respondents have also moved to dismiss Ms. Graham's Complaint. As their brief explains, Ms. Graham does not have a viable claim for three reasons: First, the Credit Suisse Respondents were not Ms. Graham's employer at the time of the conduct alleged; second, Ms. Graham did not reasonably believe that any of the Respondents violated a relevant fraud or securities law because Signac abided by KPMG's accounting recommendation; and third, Ms. Graham does not qualify as a whistleblower because she did not report to one of the people identified in Section 1514A.

---

[9] This Court need not rely on Credit Suisse AG's consolidated financial statements because Ms. Graham never alleges that Signac's financial information appears in those statements. In the alternative, this Court can either take judicial notice of the consolidated financial statements or review them as part of a summary decision.

Given that all three of these arguments are also a reason for dismissing the case against Palantir, Palantir joins in the Credit Suisse Respondents' motion. Like the Credit Suisse Respondents, Palantir was not Ms. Graham's employer because she worked for Signac, not Palantir, and Signac's Board made all decisions about her employment. As the Complaint does not differentiate between Palantir and the Credit Suisse Respondents in describing Ms. Graham's allegedly protected activity and supposed whistleblowing, it is unclear which allegations are intended to cover Palantir.

Accordingly, because the allegations in the Complaint fail to state a claim against the Credit Suisse Respondents, they also fail to state a claim against Palantir.

III. The Case Should Be Stayed Until Palantir's Motion Is Resolved.

Palantir expects that this motion should be fairly straightforward to resolve. Nonetheless, it respectfully submits that this Court should stay the case until it resolves the motion. "ALJs have wide discretion to limit the scope of discovery." *Hasan v. Burns & Roe Enters., Inc.*, ARB 00-080, 2001 WL 111600, at *2 (U.S. Dep't of Labor Adm. Review Bd. Jan. 30, 2001). A stay of discovery is particularly appropriate "pending a decision on a motion potentially dispositive to the case." *Plumlee v. Dow Chem. Co.*, ARB 99-051, 2001 WL 706731, at *3 (U.S. Dep't of Labor Adm. Review Bd. June 8, 2001). In *Reid v. Secretary of Labor*, for example, the Sixth Circuit upheld an administrative law judge's decision to stay discovery pending a decision on whether the claimant "was an employee under the Whistleblower Statutes" and therefore entitled to bring a claim. 106 F.3d 401 (Table), 1996 WL 74221, at *1-2 (6th Cir. 1996); *see also Rockefeller v. Carlsbad Area Office (CAO)*, ARB 99-002, 2000 WL 1682965, at *11 (U.S. Dep't of Labor Adm. Review Bd. Oct. 31, 2000) (affirming ALJ's decision to deny discovery prior to ruling on dispositive motion).

The equities of this case uniformly favor a stay prior to a decision on Palantir's motion. Palantir's motion presents a dispositive issue: If Palantir is not subject to Sarbanes-Oxley's anti-retaliation provisions, then Ms. Graham's Complaint against Palantir cannot move forward. Resolving that issue requires no further factual development. The Complaint and the LLC Agreement (which is referred to in the Complaint) provide all the information that this Court needs to determine that Palantir is neither a covered company, nor the employee, officer, contractor, subcontractor, or agent of such a company. Delaying discovery would also cause no prejudice to Ms. Graham. Palantir filed this motion promptly, leaving plenty of time for discovery in the event that this Court decides that Palantir should remain in the case. By contrast, allowing discovery to proceed before resolving the motion would enable Ms. Graham to needlessly inflict costs on Palantir when it should not be a part of this proceeding.

CONCLUSION

For the foregoing reasons, this Court should stay the case pending a decision on Palantir's motion and then either dismiss Palantir from the case or grant summary decision in its favor.

July 29, 2019

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Attorney for Respondent
Palantir Technologies Inc.

CERTIFICATE OF SERVICE

I, Dianne M. Kim, the undersigned, certify under penalty of perjury, that on July 29, 2019, I caused a true and correct copy of the attached Palantir Technology Inc.'s Motion for a Stay of the Case and for Dismissal or Summary Decision to be served by e-mail and Federal Express upon:

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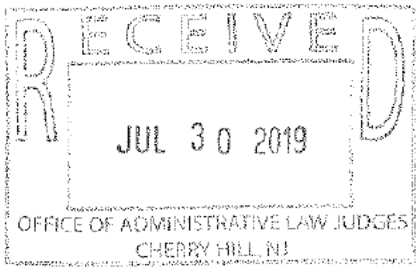
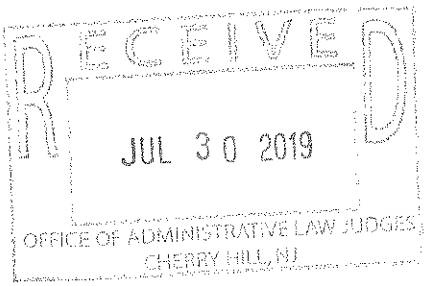


Dated: July 29, 2019

(b) (6) [redacted]

Dianne M. Kim

EXHIBIT A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EXECUTION VERSION

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

SIGNAC, LLC,

A DELAWARE LIMITED LIABILITY COMPANY

THE UNITS DESCRIBED HEREIN HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER ANY FEDERAL OR STATE SECURITIES LAWS. SUCH UNITS ARE SUBJECT TO THOSE RESTRICTIONS ON TRANSFER CONTAINED HEREIN AND IMPOSED BY LAW. THE UNITS ARE BEING SOLD IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION OR QUALIFICATION REQUIREMENTS. THE UNITS CANNOT BE SOLD, TRANSFERRED, ASSIGNED OR OTHERWISE DISPOSED OF EXCEPT IN COMPLIANCE WITH THE RESTRICTIONS ON TRANSFERABILITY CONTAINED IN THIS SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF SIGNAC, LLC AND APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

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SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

OF

SIGNAC, LLC

This Second Amended and Restated Limited Liability Company Agreement (as amended or modified from time to time, this "Agreement") of Signac, LLC, a Delaware limited liability company (the "Company"), is entered into as of April 20, 2016, by and among the Persons executing this Agreement as Members.

WHEREAS, the Company was formed as a limited liability company under the Act pursuant to the Certificate filed with the Delaware Secretary of State on November 13, 2015 (the "Formation Date") under a limited liability company agreement dated as of the Formation Date (the "Original LLC Agreement");

WHEREAS, on February 29, 2016 (the "Effective Date"), Palantir Technologies Inc. ("Palantir" and, together with any Affiliate of Palantir who later properly joins this Agreement as a Member, the "Palantir Member") made a Capital Contribution in the amount set forth on Schedule I hereto, and the Palantir Member was issued Class B Units in the amount set forth on Schedule I hereto (the "Palantir Contribution");

WHEREAS, on the Effective Date, Credit Suisse First Boston Next Fund, Inc., a subsidiary of Credit Suisse Securities (USA) LLC ("Credit Suisse", and, together with any Affiliate of Credit Suisse who later properly joins this Agreement as a Member, the "Credit Suisse Member") made a Capital Contribution in the amount set forth on Schedule I hereto, and the Credit Suisse Member was issued Class B Units in the amount set forth on Schedule I hereto (the "Credit Suisse Contribution" and with the Palantir Contribution, the "Initial Contribution");

WHEREAS, in connection with the Initial Contributions, on the Effective Date, the parties entered into an Amended and Restated Limited Liability Company Agreement with the Company (the "First Amended and Restated Limited Liability Company Agreement") to amend and restate the Original LLC Agreement to, among other things, (a) effect the admission of the Palantir Member as a Class A/B Member of the Company and (b) effect the issuance of the Units to the Members in exchange for the Initial Contribution;

WHEREAS, as contemplated by the First Amended and Restated Limited Liability Company Agreement, on April 7, 2016 (the "Second Funding Date"), each of the Palantir Member and the Credit Suisse Member made a Capital Contribution in the amount set forth on Schedule I hereto (the "Second Funding Date Contributions"), and were each issued Class B Units in the amounts set forth on Schedule I; and

WHEREAS, the parties now desire to enter into this Agreement to amend and restate the First Amended and Restated Limited Liability Company Agreement to, among other things, (a) set forth certain amendments to the terms and conditions set forth therein, (b) effect the continuation of the Company as a Delaware limited liability company and (c) provide for the management of the business and affairs of the Company and the respective rights and obligations of the Members with respect to each other and with respect to the Company, in each case of the

foregoing clauses (a), (b) and (c), on the terms and subject to the conditions set forth in this Agreement and as permitted under the Act.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members hereby agree as follows:

ARTICLE I.
DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Capitalized terms used in this Agreement but not defined in the body hereof are defined in Exhibit A.

1.2 Construction. Unless the context requires otherwise: (a) pronouns in the masculine, feminine, and neuter genders shall be construed to include any other gender, and words in the singular form shall be construed to include the plural and vice versa; (b) the term "including" shall be construed to be expansive rather than limiting in nature and to mean "including, without limitation;" (c) references to Articles and Sections refer to Articles and Sections of this Agreement; (d) the words "this Agreement," "herein," "hereof," "hereby," "hereunder," and words of similar import refer to this Agreement as a whole, including the Exhibits and Schedules attached hereto, and not to any particular subdivision unless expressly so limited; (e) the Exhibits and Schedules attached to this Agreement are hereby incorporated herein and made a part hereof for all purposes as if set forth in full herein, (f) all references to "dollars" and "$" shall refer to United States Dollars; (g) the phrases "directly or indirectly" or "direct or indirect", when used in the context of ownership, holdings, acquisitions, Control, Transfer or the taking of any action, include ownership, holdings, acquisitions, Control, Transfer or the taking of such action, as applicable, through a chain of direct or indirect ownership of equity interests or Control of one or more Persons; (h) Transfers by a Member are deemed to include Transfers by the Member directly or indirectly, including the Transfer of a Person owning, holding or Controlling such Member, (i) references to any Person shall be deemed to include a reference to its successors, permitted transferees and permitted assigns; (j) the term "or" is not exclusive; (k) any reference to any action or determination to be taken or made or taken by the Board pursuant to this Agreement shall refer to the taking of such action or the making of such determination with the Requisite Approvals, (l) any reference to any rights or obligations transferring to any Transferee of any Member shall be deemed to refer to any Transferee to whom the Member was permitted to Transfer its Units in accordance with the terms of this Agreement, (m) references to statutes shall include all regulations promulgated thereunder and references to statutes or regulations shall be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation; and (n) references to "equity interests" shall mean any (i) corporate stock, shares, partnership, limited liability company, membership or other equity interests (whether general or limited), (ii) any other interest or participation that confers on a Person the right to receive a share of the profits and losses or distribution of assets of the issuing entity, or the right to vote on or direct the management or affairs of the issuing entity, or (iii) subscriptions, calls, warrants, options, convertible securities, contracts or commitments of any kind or character relating to, exercisable or exchangeable for, convertible into, or entitling any Person to purchase or otherwise acquire, any of the foregoing.

ARTICLE II.
ORGANIZATION

2.1 Continuation of the Company. The Company was formed as a Delaware limited liability company on the Formation Date, by the filing of the Certificate in the office of the Delaware Secretary of State pursuant to the Act. An "authorized person" within the meaning of the Act, has executed, delivered and filed the Certificate with the Secretary of State of the State of Delaware, such filings being hereby ratified and approved in all respects. Upon the filing of the Certificate with the Secretary of State of the State of Delaware and execution of the Statement of Sole Organizer of the Company on the Formation Date, his powers as an "authorized person" ceased. As of the Effective Date, the Palantir Member was admitted, and the Credit Suisse Member continued, in each case, as a member of the Company. The Members desire to continue the Company as a limited liability company under and pursuant to the provisions of the Act for the purposes and upon the terms and conditions set forth herein and the Members do hereby adopt this Agreement as the "Limited Liability Company Agreement" of the Company within the meaning of § 18-101(7) of the Act.

2.2 Name. The name of the Company is "Signac, LLC" and all Company business must be conducted in that name or derivations thereof or such other name or names that comply with Law and as the Board may select by Super Majority Vote from time to time.

2.3 Registered Office; Registered Agent; Principal Office. The registered office of the Company required by the Act to be maintained in Delaware shall be the office of the initial registered agent named in the Certificate or such other office (which need not be a place of business of the Company) as the Board may designate in the manner provided by Law. The registered agent of the Company in Delaware shall be the initial registered agent named in the Certificate or such other Person or Persons as the Board may designate in the manner provided by Law. The principal office and principal place of business of the Company shall be 404 Fifth Avenue, New York, NY 10018 or such other place as the Board may designate from time to time. The Company may have such other offices or places of business as the Board may designate.

2.4 Purpose. The purpose of the Company is to engage in any lawful activity permitted by the Act or the Laws of any jurisdiction in which the Company may do business consistent with the Business Plan or otherwise approved by the Board. The Members acknowledge and agree that (a) the Company shall only engage in the business of providing Operational Risk Reduction Solutions, except as determined by the Board by Special Super Majority Vote, and (b) the initial business of the Company shall be limited to providing Enhanced Trading Oversight Solutions, except that the scope of business may be expanded to include additional Operational Risk Reduction Solutions, subject to receiving the Requisite Approvals. The Company shall have any and all powers necessary or desirable to carry out the purpose and business of the Company, to the extent that the same may be lawfully exercised by limited liability companies under the Act or may be exercised by any Person under the Laws of any jurisdiction in which the Company may do business, together with any powers incidental thereto, so far as such powers or privileges are necessary or convenient to the conduct, promotion or attainment of the business, purpose or activities of the Company. The Company shall have the power to engage in all activities and transactions which the Board deems

necessary, proper, convenient or advisable in connection with the foregoing, either directly or indirectly through one or more Subsidiaries or other entities in which it holds an equity interest.

2.5 Qualifications to do Business. The Board shall use its commercially reasonable efforts to take such actions as may be reasonably necessary to maintain the status of the Company as a limited liability company under the Laws of the state of Delaware and cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in any other U.S. state jurisdictions in which the nature and conduct of the Company's business requires such qualification. At the request of the Board, each Member shall execute, acknowledge, swear to, and deliver all certificates and other instruments conforming with this Agreement that are necessary or appropriate to qualify and continue the Company as a foreign limited liability company in all such U.S. state jurisdictions in which the Company may conduct business.

2.6 Term. The Company commenced upon the Formation Date and shall continue perpetually unless earlier dissolved and terminated in accordance with Article XIII (the "Term"). The existence of the Company as a separate legal entity shall continue until cancellation of the Certificate as provided in the Act.

2.7 No State Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership) or joint venture, and that no Member be a partner or joint venturer of any other Member, for any purposes other than tax purposes in accordance with Section 12.2, and this Agreement may not be construed to suggest otherwise.

2.8 Title to Company Assets. Title to the Company's assets, whether real, personal or mixed and whether tangible or intangible, shall be deemed to be owned by, or licensed to, the Company as an entity. All Company assets shall be recorded as the property of the Company in its books and records, irrespective of the name in which record title to such Company assets is held.

2.9 Unit Certificates. Units in the Company may be evidenced by certificates in a form approved by the Board, but there shall be no requirement that the Company issue certificates to evidence the Units and no such certificates have been issued as of the date hereof. Any certificates evidencing the Units will bear the following legend reflecting the restrictions on the Transfer of such Units:

> "The units evidenced hereby have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be sold, offered for sale, pledged, hypothecated, or otherwise transferred except (a) pursuant to an effective registration under the Securities Act or (b) following receipt of an opinion of counsel satisfactory to the Company that the contemplated transaction qualifies as an exempt transaction under the Securities Act and the rules and regulations promulgated thereunder.
>
> The units evidenced hereby are subject to the terms of that certain Second Amended and Restated Limited Liability Company Agreement of Signac, LLC, dated as of April 20, 2016, as amended from time to time, by and among the

members identified therein, including certain restrictions on transfer, and may not be transferred except in accordance with the terms of the Second Amended and Restated Limited Liability Company Agreement of Signac, LLC. A copy of such Second Amended and Restated Limited Liability Company Agreement has been filed in the books and records of the Company and may be available upon request."

2.10 Fiscal Year. The fiscal year of the Company (the "Fiscal Year") shall be the same as the Company's taxable year, which shall be the calendar year unless another taxable year is required under Section 706 of the Code. A fiscal quarter of the Company (a "Fiscal Quarter") shall comprise each successive three-month period of each Fiscal Year.

2.11 Tax-Free Contribution. The parties intend that each of the Initial Contributions and the Second Funding Date Contributions will be treated as a tax-free contribution by the Initial Members to the Company under Section 721 of the Code and intend that the Initial Contributions will be treated as a tax-free contribution in accordance with situation 2 of Rev. Rul. 99-5, 1999-1 CB 434 and except as required by a change in Law, will prepare their U.S. federal income tax returns consistently therewith. Notwithstanding the foregoing, the Initial Members acknowledge and agree that they have relied on the advice of their own tax advisors in connection with their Initial Contribution and Second Funding Date Contribution and neither the Company nor any of the Initial Members make any representation or warranty as to the tax treatment of the Initial Contribution or the Second Funding Date Contribution.

2.12 Compliance Framework. The Company shall take reasonable steps to establish and maintain a data compliance framework consistent with applicable privacy, data protection, and data security Laws. Such framework shall include, but is not limited to, reasonable and appropriate physical, technical, administrative, and personnel security measures required to maintain the confidentiality, availability, and integrity of information relating to the Company's business.

ARTICLE III.
MEMBERS

3.1 Members. As of the date hereof, the Palantir Member and the Credit Suisse Member set forth on Schedule I are the sole Members of the Company, and no Person shall be treated as a Member of the Company for any purpose unless such Person holds Units. The names, addresses, Capital Contributions, and number and class of Class A/B Units of the Class A/B Members shall be set forth on Schedule I hereto and the names and number of Class C Units of each of the Class C Members shall be forth on Schedule II hereto. The Board (or any Officer authorized by the Board) is hereby permitted to, and shall as necessary, complete or amend Schedule I or Schedule II to reflect the admission of additional Members, a change in address of a Member, additional Capital Contributions, the issuance of additional Units, the forfeiture or cancellation of any Units and other information set forth in Schedule I or Schedule II, and to correct or amend Schedule I or Schedule II, in each case, in accordance with the provisions of this Agreement. Any such revised Schedule I or Schedule II will be maintained in the books and records of the Company and any reference in this Agreement to Schedule I or

Schedule II shall be deemed to be a reference to Schedule I or Schedule II as amended and in effect from time to time.

3.2 Voting Rights.

(a) Each Class B Member shall be entitled to one (1) vote for each Class B Unit held by such Class B Member. Any matter requiring the consent or approval of the Class B Members pursuant to this Agreement shall require the consent or approval of the Class B Members holding a majority of the Class B Units.

(b) Except as expressly set forth in Section 14.4, the Class A Members shall have no voting rights, consent rights or rights of approval with respect to their Class A Units.

(c) Except as expressly set forth in Section 14.4, the Class C Members shall have no voting rights, consent rights or rights of approval with respect to their Class C Units.

3.3 No Other Persons Deemed Members. Unless admitted to the Company as a Member as provided in this Agreement, no Person (including an assignee of rights with respect to Units or a Transferee of Units) shall be, or shall be considered, a Member. The Company may elect to deal only with Persons so admitted as Members (including their duly authorized representatives). To the fullest extent permitted by Law, any distribution by the Company to the Person shown on the Company's records as a Member or to its legal representatives shall relieve the Company of all liability to any other Person who may have an interest in such distribution by reason of any Transfer by the Member or for any other reason.

3.4 No Resignation. A Member may not take any action to resign, withdraw or retire as a Member voluntarily, and a Member may not be removed involuntarily, prior to the dissolution and winding up of the Company, other than as a result of a valid Transfer of all of such Member's Units in accordance with Article VII and each of the Transferees of such Units (if the Transferee is not the Company or already a Member) being admitted as a substituted Member pursuant to Section 3.5 below (a "Substituted Member"). A Member will cease to be a Member only in the manner described in Section 3.5 and Article VII.

3.5 Admission of Additional Members and Substituted Members.

(a) Authority. Additional Members ("Additional Members") and Substituted Members to the Company shall be admitted as Members of the Company upon, and subject to, the terms of this Agreement, including the limitations set forth in this Section 3.5 and in Article VII. Without limiting the generality of the foregoing, no Transfer or issuance of Units otherwise permitted or required by this Agreement shall be effective, no Transferee shall be admitted to the Company as a Member with respect to any Units acquired by such Transferee in any Transfer and no purchaser of any Unit or other equity interests from the Company shall be admitted to the Company as a Member, in each case, unless and until any such Transferee or purchaser who is not already a party to this Agreement shall execute and deliver to the Company a Joinder Agreement in the form attached as Exhibit B (a "Joinder Agreement") (or, in the case of a Person that will become a Class C Member, an Award Agreement that contains terms

substantially similar to the Joinder Agreement attached hereto as Exhibit B) and such other documents or instruments as may be reasonably required by the Board to effect such admission or in accordance with this Agreement.

(b) Rights and Obligations of Additional Members and Substituted Members. Except with respect to the Non-Transferable Rights and Obligations, a Transferee who has been admitted as a Substituted Member or a purchaser of Units from the Company who has been admitted as an Additional Member in accordance with this Agreement shall have all the rights and powers and be subject to all the restrictions and liabilities under this Agreement relating to a Member holding Units. Unless admitted as a Substituted Member or an Additional Member, no such Transferee (whether by a voluntary Transfer, by operation of Law or otherwise and including for this purpose a Member subject to any indirect Transfer not permitted by this Agreement) shall be admitted to the Company as, or have the rights of, a Member under this Agreement.

(c) Date of Admission as Additional or Substituted Member. Admission of an Additional Member or Substituted Member shall become effective on the date such Person's name is recorded on the books and records of the Company in accordance with this Agreement. Any Member who shall Transfer all of such Member's Units in one or more Transfers permitted pursuant to this Agreement shall cease to be a Member as of the last date on which all Transferees thereof are admitted as Substituted Members.

3.6 No Participation of Members in Business and Affairs of Company. Except as expressly provided in this Agreement (including the right of Members to approve certain amendments or modifications to this Agreement as expressly provided in Section 14.4 and the right of the Class B Members to vote on certain matters as expressly provided in Sections 3.2 and 8.2), the Members in their capacity as Members shall have no voting rights or rights of approval, veto or consent or similar rights over any actions of the Company and shall not have any other power or authority to manage the business or affairs of the Company or to bind the Company or enter into agreements on behalf of the Company.

3.7 No Liability of Members; Limitation of Duties.

(a) No Liability of Members. Except as expressly provided herein or in any separate written instrument signed by a Member or as otherwise required by any provisions of the Act or other applicable Law that cannot be waived: (i) the debts, liabilities, contracts and other obligations of any Company Party (whether arising in contract, tort or otherwise) shall be solely the debts, liabilities, contracts and other obligations of such Company Party, (ii) no Member in its capacity as such shall be liable personally for any debts, liabilities, contracts or any other obligations of such Company Party or any other Member and (iii) no Member shall have any responsibility to restore any negative balance in its Capital Account, furnish any guarantee, contribute to or in respect of the liabilities or obligations of any Company Party, return distributions made by any Company Party or provide any other financial support to any Company Party at any time. If any court of competent jurisdiction orders, holds or determines that, notwithstanding the provisions of this Agreement, any Member is obligated to restore any such negative balance, make any such contribution or make any such return, such obligation shall be the obligation of such Member and not of any other Person.

(b) General Limitation of Duties. Except as expressly provided herein or in any separate written instrument signed by a Member or as otherwise required by any provisions of the Act or other applicable Law that cannot be waived, (i) no Member (in its capacity as a Member) shall have or owe any duty (including any fiduciary duty) or similar duty or obligation whatsoever (including under the doctrine of corporate opportunity), or have any liability relating thereto, to any of the Company Parties or to the other Members, (ii) each Member shall be entitled to act solely on its own behalf, and in its own interest, including if not in the best interests of the Company Parties or the other Members; provided, however that this Section 3.7(b) shall not affect the Members' obligations set forth in Sections 9.4 and 11.6 and (iii) no Member (in its capacity as a Member) shall, to the maximum extent permitted by the Act, owe any duty of loyalty to the Members or to the Company.

ARTICLE IV.
REPRESENTATIONS AND WARRANTIES; COVENANTS

4.1 Representations and Warranties of Members. On the Effective Date, each of the Credit Suisse Member and the Palantir Member, severally, but not jointly, represented and warranted (as to itself) to the Company and the other Members as of the Effective Date, and each Member severally, but not jointly, shall represent and warrant (as to itself) to the Company and the other Members on any subsequent date on which such Member is admitted to the Company, and as of the receipt of any additional Units, that:

(a) Authority. Such Member is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its formation and the execution, delivery, and performance by such Member of this Agreement has been duly authorized by all necessary corporate action.

(b) Binding Obligations. This Agreement has been duly and validly executed and delivered by such Member and constitutes the binding obligation of such Member enforceable against such Member in accordance with its terms, subject to applicable Bankruptcy, insolvency or other similar Laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity.

(c) No Conflict. The execution, delivery, and performance by such Member of this Agreement will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provision of Law to which such Member is subject, (ii) violate any order, judgment or decree applicable to such Member, or (iii) conflict with, or result in a breach or default under, any term or condition of its certificate of incorporation or by-laws, certificate of limited partnership or partnership agreement, certificate of formation or limited liability company agreement or other organizational documents, as applicable, except where such conflict, breach or default would not reasonably be expected to, individually or in the aggregate, have an adverse effect on such Member's ability to satisfy its obligations hereunder.

(d) Purchase Entirely For Own Account. The Units to be acquired by such Member will be acquired for investment for such Member's own account, not as a nominee or agent, and not with a view to any reoffer, resale, distribution or other disposition not in compliance with the Securities Act and any other applicable federal or state securities Laws.

(e) No Registration. Such Member understands that the Units, at the time of issuance, will not be registered under the Securities Act on the grounds that the issuance of Units hereunder is exempt from registration under the Securities Act.

(f) Investment Experience. Such Member has such knowledge and experience in financial and business matters that such Member is capable of evaluating the merits and risks of an investment in the Units and of making an informed investment decision and understands that (i) this investment is suitable only for an investor which is able to bear the economic consequences of losing its entire investment, (ii) the acquisition of Units hereunder is a speculative investment which involves a high degree of risk of loss of the entire investment, and (iii) there are substantial restrictions on the transferability of, and there will be no public market for, the Units, and accordingly, it may not be possible for such Member to liquidate such Member's investment.

(g) Accredited Investor. If such Member is a Class A/B Member, such Member is an Accredited Investor.

(h) Restricted Securities. Such Member understands that the Units may not be sold, transferred or otherwise disposed of without registration under the Securities Act or an exemption therefrom, and that in the absence of either an effective registration statement covering such Units or an available exemption from registration under the Securities Act, the Units must be held indefinitely. In particular, such Member is aware that the Units may not be sold pursuant to Rule 144 promulgated under the Securities Act unless all of the conditions of that Rule are met. Among the conditions for use of Rule 144 may be availability of current information to the public about the Company. Such information is not now available and the Company has no present plans to make such information available.

(i) Non-Reliance. No promise, agreement, statement or representation that is not expressly set forth in this Agreement or in any other agreement to which such Member is party has been made to it by any other Member or any other Member's Affiliates, counsel, agent, or any other interested Person with respect to the terms set forth in this Agreement, and such Member is not relying upon any such promise, agreement, statement, or representation of any other Member or any other Member's Affiliates, counsel, agent, or any other interested Person. Such Member is relying upon its own judgment and due diligence and has been represented by legal counsel in this matter.

(j) Certain Tax Representations. If such Member is a partnership, grantor trust or S corporation for U.S. federal income tax purposes, then either (i) fifty percent (50%) or less of the value of the ownership interest of any beneficial owner in such Member is attributable to interests in the Company and/or (ii) permitting the Company to satisfy the 100-partner limitation in Regulations § 1.7704-1(h)(1)(ii) is not a principal purpose of the Member's beneficial owners investing in the Company through such Member.

(k) No Amendment Necessary. Such Member does not currently know or believe that (i) any actual or proposed circumstance, state of events, development, occurrence or action exists as of the date of this Agreement that will necessitate (x) a change to any of the terms and conditions set forth in this Agreement (including a change to any of the

rights, preferences or designations of any Units held by such Member) or (y) the Transfer of all or a portion of the Units held by such Member or (ii) any Regulatory Event Amendment or Regulatory Event Transfer is necessary as of the Effective Date to prevent a Regulatory Event.

4.2 Representations and Warranties of the Company. The Company hereby represents and warrants to each Member that on the date hereof:

(a) The Company is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite power and authority under its Certificate, this Agreement and the Act to own, lease and otherwise hold and operate its properties and other assets and to enter into and perform its obligations under this Agreement and to carry out the transactions contemplated hereby.

(b) The Company has all necessary power and authority under its Certificate, this Agreement and the Act to execute this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation by the Company of the transactions contemplated hereby have been duly and validly authorized by all necessary action and no other proceedings on the part of the Company are necessary to authorize this Agreement or to consummate the transactions hereby. This Agreement has been duly and validly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each of the Members, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to applicable Bankruptcy, insolvency or other similar Laws relating to or affecting the enforcement of creditors' rights generally and to general principles of equity.

(c) The execution, delivery and performance of this Agreement by the Company will not, with or without the giving of notice or the lapse of time, or both, (i) violate any provisions of Law to which the Company is subject, (ii) violate any order, judgment or decree applicable to the Company, (iii) conflict with, or result in a breach or default under, any term or condition of the Certificate or other material contract, undertaking or arrangement of the Company or (iv) require any consent, approval, order, permit, or authorization from, or registration, notification or filing with, any Governmental Authority or any other Third Party.

(d) The capitalization of the Company is as set forth on Schedule I. Except as otherwise expressly set forth in this Agreement: (i) other than the Class A/B Units set forth on Schedule I, there are no outstanding subscriptions, options, "phantom" equity or other equity interests of any kind for or relating to the issuance, or sale of, or outstanding securities convertible into or exchangeable or exercisable for, any Units or other equity interests of the Company, (ii) all of the outstanding limited liability company interests of the Company will have been duly and validly authorized and issued and will have been offered, issued, sold and delivered in compliance with applicable federal and state securities Laws and not subject to any preemptive rights, (iii) the Company has not granted any preemptive rights, rights of first refusal, put or call rights or obligations, tag-along rights, drag-along rights, anti-dilution rights or other similar rights with respect to the issuance, sale, redemption or Transfer of the Company's limited liability company interests or other equity interests of the Company, and (iv) there are no rights to have the Company's limited liability company interests registered for sale to the public in connection with the Laws of any jurisdiction.

(e) The Company was formed on the Formation Date. Immediately prior to the making of the Initial Contribution and the consummation of the transactions contemplated by the First Amended and Restated Limited Liability Company Agreement and the other Transaction Documents entered into as of the Effective Date, the Company did not have any material assets, obligations or liabilities of any kind.

4.3 Covenants of the Members and the Company.

(a) To the extent that the Credit Suisse Member or the Palantir Member obtains actual knowledge that an action to be taken by the Company or any Member would likely result in a Regulatory Event, then such Member shall, to the extent permitted by applicable Law and bona fide internal policies and procedures, notify the Board and the Palantir Member or the Credit Suisse Member, as applicable, in writing as promptly as practicable that the taking of such action would likely result in a Regulatory Event.

(b) Each Member and the Company agree that it will not knowingly take any action that would result in the Credit Suisse Member holding Units or other equity interest in the Company in excess of a BHC Act Threshold (absent the written consent of the Credit Suisse Member).

ARTICLE V.
UNITS; CAPITAL CONTRIBUTIONS

5.1 Units. As of the date hereof, the limited liability company interests of the Company are represented by Class A Units, Class B Units and Class C Units. The Class A Units and the Class B Units shall have the same rights, preferences and designations, except that the Class B Units shall be voting units and entitle the Class B Members to vote on certain matters as described in Section 3.2 whereas the Class A Units will be non-voting units and the Class A Members (in their capacities as such) shall not be entitled to vote on any matters regarding the business and affairs of the Company. Subject to compliance with the terms of this Agreement (including Section 5.6), the Board shall be entitled to authorize the Company to issue additional Units of any existing class or any new class. The Company may issue fractional Units. The Company shall not issue a Class A Unit in consideration for a Capital Contribution valued at less than the then-current fair market value of a Class B Unit (as determined by the Board by Super Majority Vote).

5.2 Initial Contributions. On the Effective Date, the Palantir Member and the Credit Suisse Member made the Initial Contribution in cash to the Company in the amount set forth opposite such Member's name on Schedule I as being contributed on the Effective Date, and, in consideration thereof, the Company issued to each such Member the number of Units of such Class set forth opposite such Member's name on Schedule I as being issued on the Effective Date. On the Second Funding Date, the Palantir Member and the Credit Suisse Member made Capital Contributions in cash to the Company in the amounts set forth opposite such Member's name on Schedule I as being contributed on the Second Funding Date, and, in consideration thereof, the Company issued to each such Member the number of Units of such Class set forth opposite such Member's name on Schedule I as being issued on the Second Funding Date. The

Capital Account balances of the Members as of the date hereof (as computed in accordance with Section 6.1(b)) are as set forth on Schedule I.

5.3 Additional Contributions. No Member shall be required to make Capital Contributions in addition to such Member's Initial Contribution and Second Funding Date Contribution without such Member's prior written consent. No Member shall be permitted to make any additional Capital Contributions absent receipt of the Requisite Approvals from the Board and compliance with the terms of this Agreement (including Section 5.6).

5.4 Return of Contributions. A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its Capital Account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

5.5 Withdrawal of Capital. Except as expressly provided in this Agreement, no Member has the right to (i) withdraw as a Member from the Company, (ii) withdraw from the Company all or any part of such Member's Capital Contributions, (iii) receive property other than cash in return for such Member's Capital Contributions or (iv) receive any distribution from the Company.

5.6 Preemptive Rights.

(a) Prior to any of the Company Parties issuing or selling any New Equity Securities or engaging in a New Debt Financing (collectively, the "Preemptive Rights Securities"), the Company shall provide written notice to each Eligible Member (the "Preemptive Rights Notice") and comply with this Section 5.6 with respect to any such Preemptive Rights Securities. Each Preemptive Rights Notice relating to New Equity Securities shall set forth: (i) the number of New Equity Securities proposed to be issued or sold and their purchase price, (ii) each Eligible Member's Pro Rata Portion of the New Equity Securities and (iii) any other material terms, including, if known, the expected date of consummation of the issuance and sale of the New Equity Securities. Each Preemptive Rights Notice relating to a New Debt Financing shall set forth: (i) the aggregate amount of the New Debt Financing, (ii) each Eligible Member's Pro Rata Portion of the New Debt Financing, (iii) a copy of the documentation that is to be executed in connection with the New Debt Issuance, including a summary of the material terms and conditions of the New Debt Financing and (iv) if known, the expected date of consummation of the New Debt Financing. Following the delivery of a Preemptive Rights Notice, each Eligible Member will have the right (a "Preemptive Right") to purchase a portion of the Preemptive Rights Securities, in each case, in accordance with the terms, conditions and procedures set forth in this Section 5.6.

(b) Each Eligible Member shall have the right to elect to exercise its Preemptive Right by delivering to the Company and the Board, with copies to each other Eligible Member, within ten (10) Business Days from the date of receipt of any Preemptive Rights Notice (the "Preemptive Rights Election Period") an irrevocable written notice (a "Preemptive Rights Election Notice") electing to purchase (or participate with respect to) all or a portion of its Pro

Rata Portion of the Preemptive Rights Securities at the price and on the terms and conditions specified in the Preemptive Rights Notice.

(c) In the event that (i) the Eligible Members do not elect to purchase (or participate with respect to) all of the Preemptive Rights Securities within the Preemptive Rights Election Period (such remaining Preemptive Rights Securities, the "Round 2 Preemptive Rights Securities") and (ii) at least one (1) Eligible Member elects to purchase one hundred percent (100%) of its Pro Rata Portion of the Preemptive Rights Securities within the Preemptive Rights Election Period (a "Subscribing Eligible Member"), then the Company shall provide written notice (the "Round 2 Preemptive Rights Notice") to each such Subscribing Eligible Member within three (3) Business Days of the end of the Preemptive Rights Election Period. Such Round 2 Preemptive Rights Notice shall set forth (i) the amount of Round 2 Preemptive Rights Securities and (ii) each Subscribing Eligible Member's Pro Rata Portion of such Round 2 Preemptive Rights Securities.

(d) Each Subscribing Eligible Member shall have the right to elect to exercise its Preemptive Right by delivering to the Company and the Board, with copies to each other Subscribing Eligible Member, within five (5) Business Days from the date of receipt of any Round 2 Preemptive Rights Notice (the "Round 2 Preemptive Rights Election Period") an irrevocable written notice, to purchase (or participate with respect to): (x) all or a portion of its Pro Rata Portion of the Round 2 Preemptive Rights Securities and (y) all or any portion of any shortfall between the aggregate amount of the Round 2 Preemptive Rights Securities, on the one hand, and the amount of the Round 2 Preemptive Rights Securities that are subscribed for by the Subscribing Eligible Members pursuant to clause (x) of this Section 5.6(d), on the other hand (a "Preemptive Rights Shortfall"), in each case, at the price and on the terms and conditions specified in the Preemptive Rights Notice; provided, that in the event any such Preemptive Rights Shortfall is oversubscribed, the right to acquire such Preemptive Rights Shortfall shall be allocated amongst the Subscribing Eligible Members exercising the right to purchase such Preemptive Rights Shortfall, *pro rata*, based on the relative number of Class A/B Units held by such Subscribing Eligible Members. For the avoidance of doubt, (i) an Eligible Member may specify in its Preemptive Rights Election Notice or Round 2 Preemptive Rights Notice the aggregate amount of Preemptive Rights Securities that it desires to purchase by reference to a numerical amount or the ultimate maximum percentage that it seeks to hold following the consummation of the purchase of such Preemptive Rights Securities (including, in the case of the issuance of Units, the maximum percentage of any class or classes of Units that it seeks to own), (ii) a reference to an Eligible Member shall also include reference to a Subscribing Eligible Member (if applicable) and (iii) a reference to Preemptive Rights Securities shall also include reference to Round 2 Preemptive Rights Securities (if applicable).

(e) If the Eligible Members do not elect within the Preemptive Rights Election Period (or, if applicable, the Round 2 Preemptive Rights Election Period) to exercise their Preemptive Rights with respect to all of the Preemptive Rights Securities, then the applicable Company Party shall have sixty (60) days after the expiration of the Preemptive Rights Election Period (or, if applicable, the Round 2 Preemptive Rights Election Period) to enter into agreements to sell such unsubscribed Preemptive Rights Securities at a price and on terms no more favorable to the purchaser or debt provider, as applicable, than those offered to the Eligible Members pursuant to this Section 5.6. If the applicable Company Party fails to sell

such unsubscribed Preemptive Rights Securities within sixty (60) days of the expiration of the Preemptive Rights Election Period (or, if applicable, the Round 2 Preemptive Rights Election Period), such Company Party shall not thereafter issue or sell any such Preemptive Rights Securities without first complying with the procedures provided in this Section 5.6.

(f) In connection with the exercise of any Preemptive Rights pursuant to this Section 5.6 in which the New Equity Securities to be issued are Class B Units or other voting equity interests, an Eligible Member exercising its Preemptive Rights shall have the right, upon providing written notice to the Company at any time prior to the issuance of such Class B Units or other voting equity interests, to be issued Class A Units as opposed to Class B Units or other non-voting equity interests as opposed to the voting equity interests, which such Class A Units or other non-voting equity interests shall have the same preferences, rights and designations as the Class B Units or other voting equity interests apart from the ability to vote.

(g) An Eligible Member may assign its Preemptive Rights under this Section 5.6 to, and such rights may be exercised on behalf of such Eligible Member by, any Affiliate of such Eligible Member to whom such Eligible Member is permitted to Transfer any Units in connection with a Permitted Affiliate Transfer.

(h) The election by an Eligible Member not to exercise its Preemptive Rights under this Section 5.6 in any one instance shall not affect its right (other than in respect of any reduction in its Percentage Interest) as to any future issuances under this Section 5.6. Any sale of any Preemptive Rights Securities by any of the Company Parties without first giving the Eligible Members the rights described in this Section 5.6 shall be void and of no force and effect.

5.7 Long Term Incentive Plan. On the Effective Date the Members and the Company adopted the Long Term Incentive Plan attached hereto as Exhibit G (the "Long Term Incentive Plan"), which grants certain Persons the right to receive Class C Units subject to the terms and conditions set forth in the Long Term Incentive Plan, the applicable Award Agreement and this Agreement. The Board shall have the authority to amend the Long Term Incentive Plan and administer the Long Term Incentive Plan, or appoint an administrator thereof, in accordance with the terms of the Long Term Incentive Plan and this Agreement, subject, in each case, to receiving the Requisite Approvals.

ARTICLE VI.
CAPITAL ACCOUNTS, DISTRIBUTIONS AND ALLOCATIONS

6.1 Capital Accounts.

(a) General. The Board shall cause to be performed all general and administrative services on behalf of the Company in order to assure that complete and accurate books and records of the Company are maintained at the Company's principal place of business showing the names, addresses and number and class of Units of each of the Members, all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Company's business and affairs, including a Capital Account for each Member. The Capital Accounts shall be maintained for the Members in accordance with Regulations §§ 1.704-1(b) and 1.704-2.

(b) Adjustments to Capital Accounts. The Capital Account of each Member shall be increased by: (i) the amount of any Capital Contributions by the Member to the Company; (ii) the amount of Net Profit allocated to the Member and any items in the nature of income or gain that are specially allocated to such Member hereunder; and (iii) the amount of any Company liabilities assumed by such Member or which are secured by any property distributed to such Member by the Company; and shall be decreased by: (i) the amount of any cash and the Gross Asset Value of any Company property (other than cash) distributed to the Member by the Company (other than any payment of principal and/or interest to such Member pursuant to the terms of a loan made by the Member to the Company) pursuant to any provision of this Agreement; (ii) the amount of Net Loss allocated to the Member and any other items in the nature of expenses or losses that are specially allocated to such Member hereunder; and (iii) the amount of such Member's liabilities assumed by the Company or which are secured by any property contributed to the Company by such Member.

(c) Liabilities. In determining the amount of any liability for purposes of subparagraph (b) above, there shall be taken into account Code Section 752(c) and any other applicable provisions of the Code and Regulations.

(d) Regulations § 1.704-1(b)(2)(iv). The foregoing provisions and the other provisions of this Agreement relating to the maintenance of Capital Accounts are intended to comply with Regulations §§ 1.704-1(b) and 1.704-2 and shall be interpreted and applied in a manner consistent with such Regulations. In the event that the Board shall determine that it is prudent to modify the manner in which the Capital Accounts, or any additions or subtractions thereto are computed in order to comply with such Regulations, the Board may make such modification, provided, that it is not likely to have a material effect on the amounts distributable to any Member pursuant to Section 13.3 or Section 13.4 hereof upon the dissolution of the Company. The Board shall also make (i) any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Members and the amount of Company capital reflected on the Company's balance sheet, as computed for book purposes, in accordance with Regulations § 1.704-1(b)(2)(iv)(q), and (ii) any appropriate modifications in the event that unanticipated events might otherwise cause this Agreement not to comply with Regulations §§ 1.704-1(b) and 1.704-2.

6.2 Allocations.

(a) Allocation of Net Profit and Net Loss. Except as otherwise provided in this Agreement, Net Profit and Net Loss and, to the extent necessary in connection with or in anticipation of a Liquidation Event, individual items of income, gain, loss or deduction of the Company, shall be allocated among the Members in a manner that as closely as possible gives economic effect to the provisions of Sections 6.3 and 13.3 and any other relevant provisions in this Agreement (and by treating all the Class C Units as vested and not subject to a risk of forfeiture). Subject to the other provisions of this Section 6.2, an allocation to a Member of a share of Net Profit or Net Loss shall be treated as an allocation of the same share of each item of income, gain, loss and deduction of the Company that was taken into account in computing such Net Profit or Net Loss.

(b) Regulatory Allocations. Notwithstanding the foregoing provisions of this Section 6.2, the following special allocations shall be made in the following order of priority:

(i) Minimum Gain Chargeback. Except as provided in Regulations § 1.704-2(f), if there is a net decrease in Company Minimum Gain during a Company taxable year, then each Member shall be allocated items of Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Regulations § 1.704-2(g)(2). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations §§ 1.704-2(f)(6) and 1.704-2(j)(2)(i). This Section 6.2(b)(i) is intended to comply with the minimum gain chargeback requirement of Regulations § 1.704-2(f) and shall be interpreted consistently therewith.

(ii) Member Minimum Gain Chargeback. Except as provided in Regulations § 1.704-2(i)(4), if there is a net decrease in Member Minimum Gain attributable to a Member Nonrecourse Debt during any Company taxable year, each Member who has a share of the Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Regulations § 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such taxable year (and, if necessary, for subsequent years) in an amount equal to such Member's share of the net decrease in Member Minimum Gain attributable to such Member Nonrecourse Debt, determined in a manner consistent with the provisions of Regulations § 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Regulations §§ 1.704-2(i)(4) and 1.704-2(j)(2)(ii). This Section 6.2(b)(ii) is intended to comply with the partner nonrecourse debt minimum gain chargeback requirement of Regulations § 1.704-2(i)(4) and shall be interpreted consistently therewith.

(iii) Qualified Income Offset. If any Member unexpectedly receives an adjustment, allocation, or distribution of the type contemplated by Regulations § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), items of Company income and gain shall be allocated to all such Members (in proportion to the amounts of their respective deficit Adjusted Capital Accounts) in an amount and manner sufficient to eliminate, to the extent required by the Regulations, the deficit balance in the Adjusted Capital Account of such Member as quickly as possible; provided, that an allocation pursuant to this Section 6.2(b)(iii) shall be made only if and to the extent that such Member would have an Adjusted Capital Account Deficit after all other allocations provided for in this Section 6.2 have been tentatively made as if this Section 6.2(b)(iii) were not in this Agreement. It is intended that this Section 6.2(b)(iii) qualify and be construed as a "qualified income offset" within the meaning of Regulations § 1.704-1(b)(2)(ii)(d).

(iv) Stop Loss. If an allocation of Net Loss to a Member under this Section 6.2 would create or increase a deficit balance in such Member's Adjusted Capital Account, then there will be allocated to such Member only that amount of Net Loss as will not

create or increase such a deficit balance in its Adjusted Capital Account. The Net Loss that would, absent the application of the preceding sentence, otherwise be allocated to such Member shall be allocated to the other Members in accordance with their relative positive Adjusted Capital Account balances, subject to the limitations of this Section 6.2(b)(iv).

(v) Certain Additional Adjustments. To the extent that an adjustment to the adjusted tax basis of any Company property pursuant to Code Section 734(b) or Code Section 743(b) is required, pursuant to Regulations § 1.704-1(b)(2)(iv)(m)(2) or (4), to be taken into account in determining Capital Accounts as the result of a distribution to a Member in complete liquidation of its interest in the Company, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the property) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in accordance with Section 6.2(a) in the event that the Regulations § 1.704-1(b)(2)(iv)(m)(2) applies, or to the Members to whom such distribution was made in the event that the Regulations § 1.704-1(b)(2)(iv)(m)(4) applies.

(vi) Nonrecourse Deductions. The Nonrecourse Deductions for each taxable year of the Company shall be allocated to the Members in the same proportion as the Net Profit or Net Loss for such taxable year is allocated.

(vii) Member Nonrecourse Deductions. The Member Nonrecourse Deductions shall be allocated each year to the Member that bears the economic risk of loss (within the meaning of Regulations § 1.752-2) for the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable.

(viii) Member Allocations. In the event a Member is deemed to contribute capital to the Company as a result of the Member (or an Affiliate of such Member) providing services to the Company or as a result of a Member (or an Affiliate of such Member) paying for a third party to perform services for the Company, the Member who is deemed to contribute such capital shall be allocated deductions in an amount equal to the deemed capital contributions.

(ix) Curative Allocations. The allocations set forth in Sections 6.2(b)(i) through (viii) hereof (the "Regulatory Allocations") are intended to comply with certain requirements of the Regulations. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 6.2(b)(ix). Therefore, notwithstanding any provision of this Section 6.2, the Regulatory Allocations shall be taken into account in allocating other items of income, gain, loss and deduction among the Members so that, to the extent possible, the net amount of such allocations of other items and the Regulatory Allocations to each Member shall be equal to the net amount that would have been allocated to each such Member if the Regulatory Allocations had not occurred.

(c) Tax Allocations.

(i) Except as provided in Section 6.2(c)(ii) hereof, for income tax purposes under the Code and Regulations, each Company item of income, gain, loss, deduction and credit shall be allocated among the Members as its correlative item of "book" income, gain, loss, deduction or credit is allocated pursuant to this Section 6.2.

(ii) Tax items with respect to Company property that is contributed to the Company with a Gross Asset Value that differs from its basis for federal or other income tax purposes in the hands of the contributing Member immediately preceding the date of contribution shall be allocated, solely for purposes of the relevant tax, among the Members pursuant to the Regulations promulgated under Code Section 704(c) (or other analogous income tax rules) so as to take into account such variation. With respect to any property contributed to the Company, the Company shall use any method approved under Code Section 704(c) and the applicable Regulations (or other analogous income tax rules) as determined by the Board. If the Gross Asset Value of any Company property is adjusted pursuant to the definition of "Gross Asset Value" herein, subsequent allocations of income, gain, loss, deduction and credit with respect to such Company property for federal or other income tax purposes and its Gross Asset Value in a manner consistent with Code Section 704(c) and the Regulations promulgated thereunder (or other analogous income tax rules) under any method approved under Code Section 704(c) and the applicable Regulations (or other analogous income tax rules) as chosen by the Board. Allocations pursuant to this Section 6.2(c)(ii) are solely for purposes of federal, state, and local taxes and shall not affect, or in any way be taken into account in computing, any Member's Capital Account or share of Net Profit, Net Loss, other "book" items, or distributions pursuant to any provision of this Agreement.

(d) Other Tax Provisions.

(i) To the extent any Member receives distributions pursuant to Section 13.3(b) or receives distributions under Section 13.4 in its capacity as a Member that exceed such Member's Adjusted Capital Account (after taking into account all adjustments, contributions and distributions made prior to such distributions), such excess shall be treated as a "guaranteed payment" made by the Company to such Member within the meaning of Code Section 707(c).

(ii) For any taxable year or other period during which any part of an interest in the Company is transferred between Members or to another Person, the portion of the Net Profit, Net Loss and other items of income, gain, loss, deduction and credit that are allocable with respect to such part of an interest in the Company shall be apportioned between the transferor and the transferee under any method allowed pursuant to Section 706 of the Code, as determined by the Board; provided, however, that the Company shall use reasonable efforts to make such allocations based on an interim closing of the books.

(iii) In the event that the Code or any Regulations require allocations of items of income, gain, loss, deduction or credit different from those set forth in this Section 6.2, the Board is hereby authorized to make new allocations in reliance on the Code and such Regulations, and no such new allocations shall give rise to any claim or case of action by any Member.

(iv) For purposes of determining a Member's proportional share of the Company's "excess nonrecourse liabilities" within the meaning of Regulations § 1.752-3(a)(3), each Member's interest in Net Profit shall be determined consistent with the manner in which distributions would be made pursuant to Section 6.3.

(v) The Members acknowledge and are aware of the U.S. income tax consequences of the allocations made by this Section 6.2 and hereby agree to be bound by the provisions of this Section 6.2 in reporting their shares of Net Profit, Net Loss and other items of income, gain, loss, deduction and credit for U.S. federal, state and local income tax purposes.

(vi) All matters concerning the allocations and other determinations provided for in this Section 6.2 and any accounting procedures not expressly provided for in this Agreement shall be determined by the Board in a manner consistent with the terms and intent of this Agreement.

6.3 Distributions Generally.

(a) The Company shall make distributions out of Available Cash at such times and in such amounts as the Board shall determine. Except as provided under Section 6.3(b), Section 6.3(c), Section 6.3(d), Section 6.4 and Section 13.4, each such distribution shall be made by the Company, regardless of the source or character of the assets to be divided and distributed, as follows:

(i) first, to the Members holding Class A/B Units *pro rata* in accordance with their respective Capital Contribution Percentage Interest to the extent necessary to distribute to such Members holding Class A/B Units pursuant to this Section 6.3(a)(i) an amount equal to all Unpaid Capital Contributions in respect of all of the Class A/B Units as of the date of any such distribution; and

(ii) upon the completion of the distributions required by clause (i) above (calculated as of the date of any such distributions), all remaining amounts shall be distributed to the Members holding Class A Units, Class B Units and Class C Units, *pro rata*, in accordance with their respective Percentage Interests.

(b) Notwithstanding Section 6.3(a)(ii), any amount distributable to a Member with respect to an unvested Class C Unit (an "Unvested Distribution Amount") shall not be paid to such Member until such Class C Unit vests in accordance with the applicable Long Term Incentive Plan and/or Award Agreement. All Unvested Distribution Amounts shall be held by the Company in a segregated account until released to the applicable Member in accordance with the terms of this Agreement and the applicable Long Term Incentive Plan and/or Award Agreement. If any Class C Unit is forfeited or cancelled prior to vesting, any Unvested Distribution Amounts held by the Company with respect to such Class C Unit shall be distributed to the Members in accordance with Section 6.3(a). The Members agree that the amount deposited into the segregated account with respect to each unvested Class C Unit will be treated for U.S. federal income tax purposes as having been distributed to the owner of such unvested Class C Unit.

(c) Notwithstanding Section 6.3(a)(ii), no amount shall be distributed with respect to any Class C Unit unless, prior to such distribution, distributions have been made with respect to the Class A Units, the Class B Units and the Class C Units that were issued before such Class C Unit (the "Prior Class C Units") in an aggregate amount equal to the sum of (i) the amount that would be distributed with respect to all such Class A Units, Class B Units and Prior Class C Units pursuant to Section 6.3 if all of the assets of the Company were sold for their fair market value as of the date such Class C Unit was issued, all of the Company's liabilities were satisfied (limited with respect to each nonrecourse liability to the fair market value of the assets securing such liability) and the net proceeds of such sale were distributed pursuant to Section 6.3(a), plus (ii) the total amount of all Capital Contributions made after the date of such issuance. Amounts that would be distributable with respect to a Class C Unit but for this paragraph shall instead be distributed with respect to the Class A Units, Class B Units and Prior Class C Units that are outstanding as of the date of such distribution, pro rata (where each such Member holding Class A Units, Class B Units or Prior Class C Units shall receive a percentage of such amount equal to a fraction (expressed as a percentage), the numerator of which is the aggregate amount of Class A Units, Class B Units and/or Prior Class C Units that are held by such Member and the denominator of which is the aggregate number of outstanding Class A Units, Class B Units and Prior Class C Units) (subject to Section 6.3(b)).

(d) Notwithstanding anything to the contrary contained herein, to the extent that (x) any payment is owed by a Member (an "Obligor Member") to the Company or any other Member (an "Obligee") pursuant to any Transaction Document (a "Required Payment"), (y) such Required Payment is past due by more than 60 days and (z) the amount of such Required Payment has been finally determined by a court of component jurisdiction or is otherwise undisputed and agreed by the Obligor Member and the Obligee, then (i) if the Obligee is a Member, upon the request of such Obligee and prior written notice to the Obligor Member, the Company shall reduce any amounts distributable to the Obligor Member pursuant to Section 6.3(a) (determined without regard for this Section 6.3(d)) by the amount of the Required Payment owed to the Obligee, and distribute such amount directly to the Obligee, for so long as and to the extent necessary to reduce the amount otherwise distributable to the Obligor Member by the full amount of any such Required Payment and (ii) if the Obligee is the Company, the Company shall reduce any amounts distributable to the Obligor Member pursuant to Section 6.3(a) (determined without regard for this Section 6.3(d)) by the amount of the Required Payment owed to the Company for so long as and to the extent necessary to reduce the amount otherwise distributable to the Obligor Member by the full amount of any such Required Payment, and any such amounts reduced pursuant to this Section 6.3(d) (the "Redirected Amounts") shall be redistributed to the Members pursuant to Section 6.3(a) (determined without regard for this Section 6.3(d)) and any portion of the Redirected Amount that is then payable to the Obligor Member pursuant to such redistribution pursuant to Section 6.3(a) shall again be subject to this Section 6.3(d) (and, to the extent there remains a Required Payment, such portion of the Redirected Amount that is then payable to the Obligor pursuant to such redistribution pursuant to Section 6.3(a) shall be itself re-distributed to the Members pursuant to Section 6.3(a) without regard for this Section 6.3(d)) until such time as no redirection of distributions is required by this Section 6.3(d). Notwithstanding anything to the contrary, (i) to the extent the Obligee is the Company, then the amounts not distributed to the Obligor Member under this Section 6.3(d) shall be treated and reported for U.S. tax and accounting purposes as distributed to the Obligor Member under Section 6.3(a), paid by the Obligor Member to the Company to fulfill

the Required Payment and then distributed to the Members pursuant to Section 6.3(a) and (ii) to the extent the Obligee is another Member, then the amounts not distributed to the Obligor Member under this Section 6.3(d) shall be treated and reported for U.S. tax and accounting purposes as distributed to the Obligor Member and then paid directly by the Obligor Member to the Obligee Member. Notwithstanding anything in the Transaction Documents or any other agreement between the parties to the contrary, and notwithstanding any determination by a court of competent jurisdiction, the Obligor Member's obligation to make any Required Payment to an Obligee shall be deemed to be satisfied by the Obligor Member, and released by the Obligee, to the extent that such Required Payment is paid full as a result of the redirection of distributions pursuant to this Section 6.3(d).

6.4 Tax Distributions. Notwithstanding Section 6.3 to the extent the Board determines there is sufficient Available Cash then, unless the Board determines by Super Majority Vote that such distributions would be prohibited by Law or by a third-party agreement binding on the Company Parties, the Company shall make cash distributions to the Members on a quarterly basis in amounts intended to enable the Members to pay their U.S. federal, state and local income tax liabilities arising from the ownership and operations of the Company, including the allocations made by the Company pursuant to Section 6.2 ("Tax Distributions"). The amounts of Tax Distributions shall be determined by the Board in its discretion, taking into account (a) the maximum combined marginal U.S. federal, state and local tax rate applicable to individuals or corporations (whichever is applicable) resident and doing business in New York, New York, adjusted to reflect the character of the relevant income and gains and the deductibility of state and local income taxes for U.S. federal income tax purposes, (b) the amounts of any other distributions previously made, or expected to be made, by the Company to the Members in or with respect to the relevant period and (c) with respect to any Member, any applicable adjustment to the basis of partnership property required to be made under Sections 734 or 743 of the Code, including as a result of an election by the Company under Section 754 of the Code. Each Tax Distribution to a Member shall be treated as an advance against and shall reduce (without duplication) the amount of the next distributions that would otherwise be made to such Member, whether pursuant to Section 6.3, Section 13.3, Section 13.4 or otherwise.

6.5 Withholding. Notwithstanding any other provision of this Agreement, the Company shall comply with any withholding requirements under any Law (including pursuant to Sections 1441, 1442, 1445, 1446, 1471 and 1472 of the Code) and shall remit amounts withheld to, and file required forms with, applicable taxing authorities. Each Member hereby authorizes the Company to withhold from or pay on behalf of or with respect to such Member any amount of federal, state, local or foreign taxes that the Board reasonably determines that the Company is required to withhold or pay with respect to any amount distributable or allocable to such Member pursuant to this Agreement. Any amount paid on behalf of or with respect to a Member pursuant to this Section 6.5 shall be treated as having been distributed to such Member as an advance against the next distributions that would otherwise be made to such Member, and such amount shall be satisfied by offset from such next distributions or, at the Board's option, shall be promptly reimbursed to the Company by such Member. If an amount required to be withheld was not withheld from an actual distribution, the Company shall reduce the next subsequent distribution(s) to the applicable Member by the amount of such required withholding and any penalties or interest thereon, or, at the Board's option, such amount shall be promptly reimbursed to the Company by such Member. Each Member will furnish the Board with such

documentation and other information as may reasonably be requested by the Board from time to time to determine whether withholding is required, and Member will promptly notify the Board if such Member determines at any time that it is subject to withholding.

6.6 Prohibited Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to a Member on account of its interest in the Company if such distribution would violate the Act or any other applicable Law.

ARTICLE VII.
DISPOSITION OF UNITS

7.1 Restrictions on Transfers of Units.

(a) Class A/B Units may be freely Transferred except as set forth in this Section 7.1 and then only in accordance with the procedures set forth in this Agreement, including Section 3.5 and this Article VII, as applicable. Class C Units shall be subject to the restrictions on Transfer set forth in the Long Term Incentive Plan, the Award Agreement applicable to such Class C Units or any other agreement between the Company and its Subsidiaries, on the one hand, and the Class C Member holding the Class C Units, on the other hand and shall only be Transferred in compliance with the terms thereof.

(b) The Company shall not be permitted to engage in an Initial Public Offering prior to the date that is three (3) years after the Effective Date (the "Restricted Period"). Following such Restricted Period, no Initial Public Offering shall be permitted absent receipt of approval from the Board by Super Majority Vote.

(c) Each Member agrees that absent receipt of approval from the Board, no Member shall be permitted to Transfer any of its Class A/B Units to any Person until the end of the Restricted Period, except (A) Permitted Affiliate Transfers, (B) Transfers by a Tagging Member as a result of the exercise of Tag-Along Rights pursuant to (and in compliance with) Section 7.3 and (C) Transfers by the Credit Suisse Member or the Palantir Member as a result of a Regulatory Event Transfer pursuant to (and subject to compliance with) Section 7.4.

(d) Notwithstanding any other provision of this Agreement, each Member agrees that no Member shall be permitted to Transfer any of its Units (including in connection with a Permitted Affiliate Transfer):

(i) in the case of a direct Transfer, except (A) in compliance with federal and state securities Laws, including the Securities Act and the rules and regulations thereunder and the Act and (B) to Accredited Investors;

(ii) unless otherwise waived by the Board, for so long as the Company intends to be treated as a partnership for U.S. federal income tax purposes, if (A) such Transfer would result in the Company at any time during its taxable year having more than 100 partners within the meaning of Regulations § 1.7704-1(h)(1)(ii) (taking into account Regulations § 1.7704-1(h)(3)) unless the Company would satisfy the lack of actual trading safe-harbor set forth in Regulations § 1.7704-1(j) for all subsequent taxable years, (B) such Transfer is

effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the Code or (C) such Transfer would otherwise result in the Company being treated as a "publicly traded partnership," as such term is defined in Section 7704(b) of the Code and the regulations promulgated thereunder, or otherwise cause the Company to cease being classified as a partnership for U.S. federal or state income tax purposes, in each case, as determined by the Board in consultation with the Company's tax advisors; or

(iii) if such Transfer would result in a Regulatory Event.

(e) All Transfers of Class A/B Units shall require that a written notice of such Transfer (including the number of Units to be Transferred) signed by the Transferor and Transferee be provided to the Board at least ten (10) Business Days before such Transfer is given effect.

(f) Transfers may only be made in strict compliance with all applicable terms of this Agreement, and any purported Transfer that does not so comply with all applicable provisions of this Agreement shall be null and void and of no force or effect, and the Company shall not recognize or be bound by any such purported Transfer and shall not effect any such purported Transfer on the transfer books of the Company or Capital Accounts of the Members. Any indirect Transfer of a Member's Units not in accordance with this Agreement will be treated as if the Member directly Transferred its Units in violation of this Agreement. The Members agree that the restrictions contained in this Article VII are fair and reasonable and in the best interests of the Company and the Members.

(g) In the case of any direct Transfer in accordance with the terms of this Agreement, the Transferee shall succeed to the Capital Account of the Transferor with respect to the Transferred Units and all of the other privileges, preferences, duties, liabilities, obligations and rights relating to such Transferred Units, other than the Non-Transferable Rights and Obligations or as otherwise expressly set forth therein or otherwise agreed to by the parties to such Transfer.

7.2 Right of First Refusal.

(a) Subject to the additional restrictions on Transfers set forth in this Article VII and the limitations set forth in Section 7.2(b), if at any time a Member or its Affiliates receives a bona fide offer ("Purchase Offer") from any Person (including a Third Party or any other Member) (an "Interested Purchaser") to acquire in a Transfer all or a portion of the Class A/B Units held by such Member (the "ROFR Units"), and such Member or Affiliate (the "ROFR Seller" and the Member that is the ROFR Seller or the Member Affiliated with the ROFR Seller, the "ROFR Selling Member") intends to accept such Purchase Offer, then the Company and each Eligible Member other than the ROFR Selling Member or the Interested Purchaser (if the Interested Purchaser is a Member) (the "ROFR Eligible Members") shall have the right to elect to purchase such ROFR Units in accordance with the terms, conditions and procedures set forth in this Section 7.2 (the "Right of First Refusal").

(b) Notwithstanding the foregoing, no Member shall have, or be subject to, any Right of First Refusal in connection with the following Transfers: (A) Permitted Affiliate Transfers, (B) Transfers by the Tagging Member as a result of the exercise of Tag-Along Rights pursuant to (and in compliance with) Section 7.3, (C) Transfers by the Credit Suisse Member or the Palantir Member as a result of a Regulatory Event Transfer pursuant to (and subject to compliance with) Section 7.4, and (D) Transfers by any Members in connection with a Company Sale Transaction or an Initial Public Offering that have, in each case, been approved by the Board.

(c) Right of First Refusal Procedure.

(i) In the event of a Purchase Offer that the ROFR Seller intends to accept, the ROFR Selling Member shall promptly provide written notice to the Company, the Board and each ROFR Eligible Member (the "ROFR Sale Notice"). Each ROFR Sale Notice shall identify (i) the amount of ROFR Units to be Transferred (which, in the case of an indirect Transfer, shall be one hundred percent (100%) of the Units of the ROFR Selling Member), (ii) the per-Unit price for which the Transfer of the ROFR Units is proposed to be made, (iii) in connection with any Bundled Transfer, the other equity interests or assets proposed to be Transferred, the aggregate amount of consideration being received by the ROFR Seller and the allocation of such consideration to the ROFR Units, (iv) the identity of the Interested Purchaser and (v) all other material terms and conditions of the proposed Transfer. In the event that the terms and/or conditions set forth in the ROFR Sale Notice are thereafter amended in any material respect, the ROFR Selling Member shall give prompt written notice of the amended terms and conditions of the proposed sale to the Company and each ROFR Eligible Member.

(ii) The Board by Super Majority Vote and each ROFR Eligible Member shall have the right to object to the allocation of consideration for the ROFR Units in the ROFR Sale Notice in connection with any Bundled Transfer by delivering an Allocation Objection Notice to the ROFR Selling Member, with copies to the Board and each other ROFR Eligible Member, within ten (10) Business Days following the receipt of a ROFR Sale Notice. Any dispute set forth in the Allocation Objection Notice shall be resolved pursuant to Section 7.6(f).

(iii) Within ten (10) Business Days of the date the ROFR Sale Notice is received (or, to the extent an Allocation Objection Notice is delivered, five (5) Business Days following the determination of the Final Allocation pursuant to Section 7.6(f)) (the "ROFR Company Election Period"), the Board shall have the right to cause the Company to exercise its Right of First Refusal by delivering to the ROFR Selling Member, with copies to each ROFR Eligible Member, an irrevocable written notice electing to purchase all or a portion of the ROFR Units and accepting the Transfer on the same terms and conditions set forth in the ROFR Sale Notice; provided, the Company shall not be permitted to exercise this Right of First Refusal (and the Board shall not vote to cause the Company to exercise such Right of First Refusal or to deliver an Allocation Objection Notice) if the Board receives a good faith written notice from the Credit Suisse Member or the Palantir Member prior to the end of the ROFR Company Election Period certifying that the Company exercising such Right of First Refusal would cause a Regulatory Event.

(iv) In the event that the Company does not elect to purchase all of the ROFR Units within the ROFR Company Election Period, then as soon as practicable and in any event within three (3) Business Days from the end of the ROFR Company Election Period, the ROFR Selling Member shall deliver a written notice to the Company, the Board and each ROFR Eligible Member setting forth (x) the amount of ROFR Units that have not been subscribed for by the Company pursuant to Section 7.2(c)(iii) (the "ROFR Remaining Units"), (y) each ROFR Eligible Member's Pro Rata Portion of any such ROFR Remaining Units and (z) the other information contained in the original ROFR Sale Notice any other material amendments to the terms thereof (the "ROFR Amended Sale Notice"). Each ROFR Eligible Member shall have the right to elect to exercise its Right of First Refusal by delivering to the ROFR Selling Member, with copies to the Company, the Board and each other ROFR Eligible Member, within 10 (ten) Business Days of the date of receipt of the ROFR Amended Sale Notice (the "ROFR Eligible Member Election Period") an irrevocable written notice (the "ROFR Election Notice") electing to purchase all or a portion of its Pro Rata Portion of the ROFR Remaining Units on the same terms and conditions set forth in the ROFR Amended Sale Notice.

(v) In the event that (x) the ROFR Eligible Members do not elect to purchase all of the ROFR Remaining Units within the ROFR Eligible Member Election Period (such remaining ROFR Remaining Units, the "Round 2 ROFR Remaining Units") and (y) at least one (1) ROFR Eligible Member elects to purchase one hundred percent (100%) of its Pro Rata Portion of the ROFR Remaining Units within the ROFR Eligible Member Election Period (any such Member, a "ROFR Subscribing Eligible Member"), then the ROFR Selling Member shall deliver a written notice (the "Round 2 ROFR Notice") to the Company, the Board and to each such ROFR Subscribing Eligible Member within three (3) Business Days of the end of the ROFR Eligible Member Election Period. Such Round 2 ROFR Notice shall set forth (A) the amount of Round 2 ROFR Remaining Units, (B) each ROFR Subscribing Eligible Member's Pro Rata Portion of such Round 2 ROFR Remaining Units and (C) the other information contained in the Amended ROFR Sale Notice and any other material amendments to the terms thereof.

(vi) Each ROFR Subscribing Eligible Member shall have the right to elect to exercise its Right of First Refusal by delivering to the ROFR Selling Member, with copies to Company, the Board and each other ROFR Subscribing Eligible Member, within five (5) Business Days from the date of receipt of any Round 2 ROFR Notice (the "Round 2 ROFR Election Period") an irrevocable written notice (a "Round 2 ROFR Election Notice") to purchase (A) all or a portion of its Pro Rata Portion of the Round 2 ROFR Remaining Units and (B) all or any portion of any shortfall between the aggregate amount of Round 2 ROFR Remaining Units, on the one hand, and the amount of Round 2 ROFR Remaining Units that are subscribed for by the ROFR Subscribing Eligible Members pursuant to the foregoing clause (A) of this Section 7.2(c)(vi), on the other hand ("ROFR Shortfall"), and, in each case, accepting the Transfer of any such Units on the same terms and conditions set forth in the Round 2 ROFR Notice; provided, that in the event any such ROFR Shortfall is oversubscribed, the right to acquire such ROFR Shortfall shall be allocated amongst the ROFR Subscribing Eligible Members exercising the right to purchase such ROFR Shortfall, *pro rata*, based on the relative number of Class A/B Units held by such ROFR Subscribing Eligible Members. For the avoidance of doubt a reference to a ROFR Eligible Member shall be deemed to also refer to any Round 2 ROFR Subscribing Member, as applicable and a reference to ROFR Remaining Units shall be deemed to also refer to any Round 2 ROFR Remaining Units, as applicable.

(d) Sales to the Company or Members. If the Company and the ROFR Eligible Members elect to exercise their Right of First Refusal in respect of all of the ROFR Units within the applicable election periods described above, the ROFR Selling Member and the electing parties shall negotiate in good faith and enter into Customary Documentation in respect of the Transfer. Such Transfer shall take place as soon as practicable following the date that the Rights of First Refusal were exercised in respect of all of the ROFR Units, and in any event, prior to the end of the Tag-Along Transfer Period.

(e) Sales to Interested Purchaser. If the Company and the ROFR Eligible Members fail to exercise their Rights of First Refusal with respect to all of the ROFR Units prior to the end of the ROFR Eligible Member Election Period, then the ROFR Selling Member may Transfer all but not less than all of such ROFR Units to the Interested Purchaser at a price, and on terms and conditions which, when taken as a whole, are no more favorable to the Interested Purchaser than the price and the terms and conditions described in the ROFR Sale Notice, taken as a whole, and then only during the sixty (60) day period following the end of the ROFR Eligible Member Election Period, subject to extension through the end of the Tag-Along Period to the extent reasonably required to obtain all required approvals or in order to facilitate the offering of Tag-Along Rights pursuant to Section 7.3. After such sixty (60) day period (as extended, to the extent applicable), any proposed Transfer to an Interested Purchaser shall once again be subject to the terms and conditions of this Section 7.2 to the extent provided herein.

(f) Tag-Along Rights. For the avoidance of doubt, any such Transfer to the Company or any ROFR Eligible Members in connection with the exercise of any Right of First Refusal as contemplated in Section 7.2(d) or to an Interested Purchaser as contemplated in Section 7.2(e) shall be subject to the Tag-Along Rights described in Section 7.3.

7.3 Tag-Along Right.

(a) Scope of Tag-Along Rights. Subject to the additional restrictions on Transfers set forth in this Article VII, and except as set forth in the final sentence of this Section 7.3(a), if a Member or its Affiliates (the "Transferring Member") proposes to engage in a Transfer of its Class A/B Units with any Person (a "Tag-Along Transfer" and such Transferee, the "Tag-Along Transferee"), each of the Credit Suisse Member and the Palantir Member (each, a "Prospective Tagging Member") may exercise tag-along rights in accordance with the terms, conditions and procedures set forth in this Section 7.3 (the "Tag-Along Rights" and any such Prospective Tagging Member exercising such rights, a "Tagging Member"). Notwithstanding the foregoing, no Prospective Tagging Member shall have any Tag-Along Rights in connection with the following Transfers: (i) Permitted Affiliate Transfers, (ii) Transfers by the Credit Suisse Member or the Palantir Member as a result of a Regulatory Event Transfer pursuant to (and subject to compliance with) Section 7.4 and (iii) Transfers by any Members in connection with a Company Sale Transaction or an Initial Public Offering that have, in each case, been approved by the Board.

(b) In the case of a Tag-Along Transfer, each Prospective Tagging Member shall have the right to sell up to its Pro Rata Portion of Class A/B Units in connection with such Tag-Along Transfer; provided, that if the Transferring Member is unable to cause the Tag-Along Transferee to purchase all the Class A/B Units proposed to be Transferred by the

Transferring Member and the Tagging Members, then each Tagging Member and the Transferring Member shall only be permitted to sell its Cutback Pro Rata Portion.

(c) Tag-Along Notice.

(i) The Transferring Member shall promptly give written notice (a "Tag-Along Notice") of any proposed Tag-Along Transfer to each Prospective Tagging Member. The Tag-Along Notice shall set forth (A) the name and address of the Tag-Along Transferee, (B) the number of Class A/B Units proposed to be Transferred, (C) the proposed amount of per-Unit consideration and form of consideration for such Class A/B Units, (D) in connection with any Bundled Transfer, the other equity interests or assets proposed to be Transferred, the aggregate amount of consideration being received by the Transferring Member and its Affiliates and the allocation of such consideration to the Class A/B Units and (E) the proposed timing of the consummation of the Tag-Along Transfer any other material terms and conditions of the Tag-Along Transfer.

(ii) Each Prospective Tagging Member shall have the right to object to the allocation of consideration for the Class A/B Units to be Transferred in connection with any Tag-Along Transfer that is a Bundled Transfer as set forth in the Tag-Along Notice by delivering an Allocation Objection Notice to the Transferring Member, with copies to the Board and each other Prospective Tagging Member within ten (10) Business Days following the receipt of a Tag-Along Notice. Any dispute set forth in the Allocation Objection Notice shall be resolved pursuant to Section 7.6(f). Notwithstanding the foregoing, to the extent that the Board or any Member previously delivered an Allocation Objection Notice pursuant to Section 7.2(c)(ii) (in connection with an ROFR Sale Notice), then the Final Allocation as determined in connection with the resolution of such Allocation Objection Notice shall be final and no Member shall have any right to deliver any Allocation Objection Notice pursuant to this Section 7.3(c)(ii).

(d) Tag-Along Election. Within ten (10) Business Days of the date Tag-Along Notice is received (or, to the extent an Allocation Objection Notice is delivered, five (5) Business Days following the determination of the Final Allocation pursuant to Section 7.6(f)) (the "Tag-Along Election Period") each Prospective Tagging Member may exercise its Tag-Along Rights by delivering to the Tagging Member, with copies to each of the Company, the Board and each other Prospective Tagging Member, an irrevocable written notice specifying the number of Class A/B Units that it desires to include in the Tag-Along Transfer (the "Tag-Along Election Notice").

(e) Tag-Along Procedures.

(i) Subject to this Section 7.3(e), the Transferring Member will Transfer its Class A/B Units on substantially the same terms and conditions as the Tagging Members. The Tagging Member and the Transferring Member shall receive the same per-Unit consideration and the same form of consideration in connection with a Tag-Along Transfer. The Transfer of all Class A/B Units being sold by any Tagging Member pursuant to a particular Tag-Along Transfer shall be consummated simultaneously with the Tag-Along Transfer.

(ii) The Tagging Member shall not be required to (A) make any representations and warranties to the Tag-Along Transferee other than representations and warranties relating to such Tagging Member's good standing, due authorization, due execution, enforceability, lack of conflicts, title to Units and investment qualifications or (B) enter into any non-solicitation, non-competition or similar agreements. To the extent the parties are to provide any indemnification or assume any post-closing liabilities, the Tagging Member and the Transferring Member shall do so severally and not jointly (and on a pro rata basis in accordance with the relative value of consideration received by each Transferring Member and each Tagging Member), and the aggregate amount of liability for each such Transferring Member and Tagging Member shall not exceed the U.S. dollar value of the total consideration to be paid by the Transferee to such Transferring Member or Tagging Member, respectively.

(f) Tag-Along Transfers. The Transferring Member and/or the Tagging Members, as applicable, shall negotiate in good faith and enter into Customary Documentation consistent with Section 7.3(e) and the terms set forth in the Tag-Along Notice and on terms that are no more favorable to the Transferring Member or the Tagging Members than those specified in the Tag-Along Notice. The Transferring Member and/or the Tagging Members, as applicable, shall consummate the Tag-Along Transfer as soon as practicable following the expiration of the Tag-Along Election Period and, in any event, within thirty (30) days following the expiration of the Tag-Along Election Period; provided, however, that such thirty (30) day period shall be extended as may be reasonably required to obtain all required approvals (such period as may be extended, the "Tag-Along Transfer Period"). After the Tag-Along Transfer Period, any proposed Tag-Along Transaction shall once again be subject to the terms and conditions of this Section 7.3 to the extent provided herein.

(g) Expenses. All costs and expenses of the Transferring Member and the Tagging Members incurred in connection with the Tag-Along Transfer for the benefit of all Members participating in such Tag-Along Transfer shall be borne by the Members participating in such Tag-Along Transfer pro rata based on the number of Class A/B Units Transferred by each such Member relative to the number of Class A/B Units Transferred by all Members participating in such Tag-Along Transfer.

(h) Inapplicability of other Provisions. For the avoidance of doubt, any Transfers by a Tagging Member as a result of the exercise of its Tag-Along Rights pursuant to this in Section 7.3 shall not be subject to any the Rights of First Refusal described in Section 7.2.

7.4 Regulatory Matters.

(a) Regulatory Status. The Members and the Company acknowledge that the Credit Suisse Member and the Palantir Member are, or may become, subject to certain Laws and restrictions imposed by, and the general regulation of, Governmental Authorities, including in such Member's existing or future capacity as an Affiliate of a Bank Holding Company and, that as result thereof, such Credit Suisse Member and the Palantir Member (in such capacity, the "Regulatory Event Member") shall have the right, upon the occurrence of a Regulatory Event applicable to such Member, to request that certain changes be made to this Agreement or Transfer their Units, in each case only if and to the extent such changes are

necessary for the Regulatory Event Member to avoid, or minimize the adverse effects of, the Regulatory Event and subject to the terms and conditions set forth in this Section 7.4.

(b) Regulatory Event Notice. If a Regulatory Event necessitates (i) a change to any of the terms and conditions set forth in this Agreement (including a change to any of the rights, preferences or designations of any Units held by the Regulatory Event Member) (a "Regulatory Event Amendment"), (ii) that the Regulatory Event Member exchange a number (or all) of its Class B Units for the same number of Class A Units (a "Regulatory Event Exchange") or (iii) that the Regulatory Event Member Transfer all or a portion of its Units (a "Regulatory Event Transfer"), then the Regulatory Event Member may deliver a written notice (a "Regulatory Event Notice") to the Board and to the Credit Suisse Member (if the Regulatory Event Member is the Palantir Member) or to the Palantir Member (if the Regulatory Event Member is the Credit Suisse Member) (the "Non-Regulatory Event Member"). The Regulatory Event Notice will set forth, in as much detail as reasonably practicable and as permitted by applicable Law and bona fide internal policies and procedures, (A) the circumstances surrounding the particular Regulatory Event and the time frame in which a Regulatory Event Amendment, Regulatory Event Exchange and/or Regulatory Event Transfer must occur in order for the Regulatory Event Member to avoid, or minimize the adverse effects of, the Regulatory Event, (B) in the case of any Regulatory Event Amendment, the proposed terms and conditions of such Regulatory Event Amendment which are necessary for the Regulatory Event Member to avoid, or minimize the adverse effects of, the Regulatory Event, (C) in the case of any Regulatory Event Transfer, the amount of Units that the Regulatory Event Member proposes to Transfer in order for the Regulatory Event Member to avoid, or minimize the adverse effects of, the Regulatory Event and (D) in each case, written confirmation from an officer of the Regulatory Event member that the Regulatory Event Member has determined in good faith, upon the advice of its outside legal counsel, that a Regulatory Event is likely to occur or continue absent such Regulatory Event Amendment, Regulatory Event Exchange or Regulatory Event Transfer. Upon a written request from the Non-Regulatory Event Member, the Regulatory Event Member shall make the outside legal counsel that provided the advice referenced in subsection (D) above promptly available to the Company and the Non-Regulatory Event Member to discuss the legal advice rendered with respect to the Regulatory Event Amendment, Regulatory Event Exchange or Regulatory Event Transfer; provided, however, that while such Regulatory Event Notice shall be deemed effective upon receipt, the Non-Regulatory Event Member shall have the right, to such Non-Regulatory Event Member's reasonable satisfaction, to consult with the outside legal counsel that provided the advice referenced in subsection (D) above promptly after receipt of the applicable Regulatory Event Notice; provided that such consultation shall not delay implementation of any Regulatory Event Amendment, Regulatory Event Exchange or Regulatory Event Transfer in a manner that adversely affects the Regulatory Event Member, as determined in good faith by the Regulatory Event Member; provided, further that any such discussion shall be conducted in a manner designed not to adversely affect the attorney-client privilege between the Regulatory Event Member and its counsel and the Credit Suisse Member and the Palantir Member shall take such actions as shall be reasonably required (including entering into a joint privilege agreement or an additional confidentiality agreement with such legal counsel) to protect such attorney-client privilege. If the Non-Regulatory Event Member believes that the implementation of any Regulatory Event Amendment has caused (or is reasonably expected to cause) direct immediate and material economic harm to the Non-Regulatory Event Member, the Regulatory Event Member and the Non-Regulatory Event Member shall negotiate in good faith to implement a

mutually agreed upon solution to remedy or address such direct immediate and material economic harm. If the Regulatory Event Member and the Non-Regulatory Event Member are unable to mutually agree upon any such remedy, they shall submit such dispute to arbitration pursuant to Section 14.7.

(c) Regulatory Event Exchange. Following receipt of a Regulatory Event Notice that sets forth a request for a Regulatory Event Exchange, the Board, the Credit Suisse Member and the Palantir Member shall, as promptly as reasonably practicable, effect the requested Regulatory Event Exchange.

(d) Regulatory Event Amendment. Following receipt of a Regulatory Event Notice that sets forth a request for a Regulatory Event Amendment, the Board, the Credit Suisse Member and the Palantir Member shall, as promptly as reasonably practicable, negotiate in good faith and use commercially reasonable efforts to accommodate such request for a Regulatory Event Amendment and to identify alternative arrangements and amendments that would be necessary and appropriate to address the concerns set forth in the Regulatory Event Notice, provided that any Regulatory Event Amendment that is or could be adverse to any of the rights and privileges of any Member that is not the Regulatory Event Member hereunder may not be approved or implemented without the prior approval of such Member.

(e) Regulatory Event Transfer. In the event that a Regulatory Event Notice sets forth a request for a Regulatory Event Transfer, then the Regulatory Event Member shall have the right to Transfer its Units (the "Regulatory Event Units") to the following Persons:

(i) to the Non-Regulatory Event Member if that Non-Regulatory Event Member has validly exercised its right of first offer (a "Regulatory Event ROFO") in accordance with the terms and conditions set forth in Section 7.4(f);

(ii) in the event that the Non-Regulatory Event Member does not elect to purchase one hundred percent (100%) of the Regulatory Event Units within the Regulatory Event ROFO Election Period, to the Company at $0.001 per Unit (a "Company Regulatory Repurchase") so long as (x) the Board approves such repurchase and (y) the Regulatory Event Member has not been advised by written opinion of outside counsel that such repurchase by the Company would be likely to result in (A) the Regulatory Event Member or its Affiliates being deemed to "control" the Company pursuant to the Bank Holding Company Act, (B) the Regulatory Event Member being in material violation of applicable Law (including in its capacity as an Affiliate of a Bank Holding Company) or (C) any materially adverse regulatory or legal action or consequences by a governmental authority against the Regulatory Event Member or its Affiliates; or

(iii) in the event that the Non-Regulatory Event Member does not elect to purchase hundred percent (100%) of the Regulatory Event Units within the Regulatory Event ROFO Election Period and the Company is prohibited from effecting a Company Regulatory Repurchase pursuant to clause (ii) above, then to any Person approved by the Board for a purchase price to be agreed upon by the Regulatory Event Member and such Person.

(f) Regulatory Event ROFO. Within (i) twenty (20) days from the date of receipt of the Regulatory Event Notice that requests a Regulatory Event Transfer or (ii) such shorter period as may be required to comply with any applicable Law (the "Regulatory Event ROFO Election Period") the Non-Regulatory Event Member may elect to exercise its Regulatory Event ROFO by delivering written notice (the "Regulatory Event Offer Notice") to the Board and the Regulatory Event Member irrevocably offering to purchase all of the Regulatory Event Units at $0.001 per Unit.

(g) Sales. The Credit Suisse Member, the Palantir Member, the Company or any other Person approved by the Board to purchase the Regulatory Event Units, as applicable, in each case pursuant to 7.4(e), shall enter into Customary Documentation in respect of the Transfer of the applicable Regulatory Event Units as soon as practicable, and in any event within (i) ten (10) days following the date that the Regulatory Event ROFO was exercised in respect of all of the Regulatory Event Units to be transferred to the Non-Regulatory Event Member, or (ii) such shorter period as may be required to comply with any applicable Law.

(h) Assignment. Notwithstanding the foregoing, the Palantir Member or the Credit Suisse Member, as applicable, may assign its Regulatory Event ROFO to, and such rights may be exercised on behalf of the Palantir Member or the Credit Suisse Member, as applicable, by, any Affiliate of the Palantir Member or the Credit Suisse Member, as applicable, to whom the Palantir Member or the Credit Suisse Member, as applicable, is permitted to Transfer any Units to in connection with a Permitted Affiliate Transfer.

(i) Inapplicability of other Provisions. For the avoidance of doubt, any Transfers to any Person in connection with the exercise or assignment of a Regulatory Event ROFO as contemplated in this Section 7.4 shall not be subject to any the Rights of First Refusal described in Section 7.2 or the Tag-Along Rights described in Section 7.3.

7.5 Initial Public Offering; Registration Rights.

(a) Following the Restricted Period, the Company (or its Subsidiaries) with the approval of the Board may elect to conduct an Initial Public Offering.

(b) In the event the Board determines that the Company (or its Subsidiaries) shall conduct an Initial Public Offering, each of the Members and the Company shall use their respective commercially reasonable efforts to consummate an Initial Public Offering as soon as reasonably practicable and each of the Members agrees that it will, and will cause its Affiliates and any Manager designated for election to the Board by such Member to:

(i) complete and execute all consents, questionnaires, powers of attorney, indemnities, underwriting agreements and other documents as may reasonably be required or advisable in connection with an Initial Public Offering;

(ii) if determined by the Board by Super Majority Vote to be reasonably necessary or appropriate in connection with an Initial Public Offering, do all things reasonably necessary or advisable to effect any recapitalization, reorganization, conversion, contribution and/or exchange of Units into other equity interests and related reorganization of the Company Parties (the "IPO Restructuring Transactions" and such Units, "IPO Securities");

provided that any such IPO Restructuring Transaction does not change the relative rights, obligations and preferences of the Members with respect to their ownership of equity interests in the Company (or its successor) or result in a Regulatory Event, provided, further, that the Company shall use commercially reasonable efforts to take into account all reasonable requests from the Members in connection with the structuring of the IPO Restructuring Transactions to mitigate the adverse tax or regulatory consequences thereof to the Members;

(iii) consent to certain additional restrictions on the transfer of equity interests which the Board determines may be required in order to permit compliance with the Securities Act or other applicable Law and, if the underwriters in any Initial Public Offering request that all Members hold their IPO Securities for a period of time following the Initial Public Offering, do so and enter into a customary lock-up agreement;

(iv) use commercially reasonable efforts to accommodate any such other reasonable actions required by the SEC or similar Governmental Authority to effect the Initial Public Offering; and

(v) make modifications to this Agreement (or any other agreement then governing the rights and obligations of the Members with respect to any of the Company Parties or any successor to an of the Company Parties) as are customary and appropriate for companies that conduct an initial public offering, such modifications to be in form and substance reasonably satisfactory to the Board.

(c) Prior to the consummation of the Initial Public Offering, the Company (or its successor in connection with an IPO Restructuring Transaction) shall enter into a registration rights agreement with the Class A/B Members consistent with those terms and conditions set forth in Exhibit C.

(d) In the event the Board determines that the Company (or its Subsidiaries) shall conduct an Initial Public Offering, the Company shall diligently pursue the consummation of the Initial Public Offering in good faith and the Board shall manage the business and affairs of the Company primarily with a view toward the consummation of such Initial Public Offering as soon as reasonably practicable, including by engaging underwriters and taking any of the actions set forth in this Section 7.5. Each of the Members shall take all actions, including those set forth in this Section 7.5, reasonably necessary to cooperate with the Company in working toward the consummation of the Initial Public Offering.

(e) The Company shall be responsible for its own costs, fees and expenses in connection with an Initial Public Offering and shall reimburse the Members for the reasonable out-of-pocket costs, fees and expenses (excluding underwriting discounts, selling commissions and similar fees) incurred by them in connection with an Initial Public Offering, including the reasonable costs, fees and expenses of one outside counsel for each Initial Member, regardless of whether a registration statement becomes effective.

(f) If the managing underwriter or the placement agent advises the Company that the inclusion of securities of the Members requested to be included for sale in a secondary offering in connection with the Initial Public Offering would materially and adversely

affect the price, distribution or timing of the offering, then the Company shall have the right to exclude all or any portion of such securities of the Members from sale in connection with the Initial Public Offering with such exclusions applied to the Members pro rata share (based on the relative Percentage Interests of Units held by such Members immediately prior to the Initial Public Offering).

7.6 Provisions of General Applicability.

(a) Notwithstanding anything to the contrary in this Article VII, the provisions of this Article VII (other than Section 7.4 in respect of Regulatory Amendments and Section 7.5 in respect of an Initial Public Offering) shall terminate and be of no further force or effect upon the consummation of an Initial Public Offering.

(b) Any failure by the Company or a Member to exercise any of its rights pursuant to this Article VII (including any Right of First Refusal, Tag-Along Right or Right of First Offer) shall not be deemed a waiver of such right upon the occurrence of subsequent event that again triggers such right.

(c) A Member may assign any of its Transfer rights or purchase rights pursuant to this Article VII (including any Right of First Refusal, Tag-Along Right or Right of First Offer) to, and such rights may be exercised on behalf of such Member by, any Affiliate of such Member to whom such Member is permitted to Transfer Units to in a Permitted Affiliate Transfer.

(d) To the extent any Member is delivering any notice (including a ROFR Election Notice, Round 2 ROFR Election Notice or Regulatory Event Offer Notice), such Member may specify in such notice the aggregate amount of Units that it desires to purchase by reference to a numerical amount or the maximum percentage of any class or classes of Units that it seeks to own.

(e) To the extent that the Company issues any New Debt Financing to the Members at any time following the Effective Date, then the rights and obligations that relate to the Units set forth in Section 7.2 (Right of First Refusal), Section 7.3 (Tag-Along Right) and Section 7.4 (Regulatory Matters) shall apply, *mutatis mutandis*, to such New Debt Financing.

(f) To the extent that any Allocation Objection Notice is delivered disputing the allocation of consideration for any Units as part of any Bundled Transfer, then the Member proposing to Transfer such Units (the "Proposing Member") and the Members causing the Allocation Objection Notice to be delivered (either directly or by causing its representative on the Board to vote for the delivery of the Allocation Objection Notice) (the "Objecting Members") shall work together in good faith to resolve the allocation issues in dispute. If such disputed issues are resolved by the Proposing Member and the Objecting Members, such resolution shall be delivered in writing to the Board and all Members and the agreed allocation shall be deemed the "Final Allocation" for purposes of this Section 7.6(f). If such disputed issues are not all resolved within ten (10) Business Days of the delivery of the Allocation Objection Notice, then all remaining allocation issues in dispute shall be promptly referred to a Valuation Agent to resolve any issues still in dispute. The Company, Proposing Member and the

Objecting Members shall, and shall cause their respective Affiliates to, provide any information reasonably requested by the Valuation Agent as promptly as practicable so as to allow the Valuation Agent to render an opinion as to issues in dispute. The Valuation Agent shall provide a written opinion setting forth its determination of the allocation (the "Valuation Agent's Allocation"). In the event that the Valuation Agent's Allocation changes the initial allocation proposed by the Proposing Member by ten percent (10%) or more then the Valuation Agent's Allocation shall be deemed to be the "Final Allocation" for purposes of this Section 7.6(f) and all costs and expenses of the Valuation Agent shall be paid hundred percent (100%) by the Proposing Member. In the event that the Valuation Agent's Allocation changes the initial allocation proposed by the Proposing Member by less than ten percent (10%), then the initial allocation proposed by the Proposing Member shall be deemed to be the "Final Allocation" for purposes of this Section 7.6(f) and all costs and expenses associated with the Valuation Agent shall be paid hundred percent (100%) by the Objecting Members that caused the Allocation Objection Notice to be provided, *pro rata* based on the relative number of Class A/B Units held by such Objecting Member. Following the determination of the Final Allocation, the Company shall cause a written notice to be delivered to the Board and each other Member that has a right to participate in the Transfer to which the Allocation Objection Notice relates setting forth the Final Allocation and, to the extent the Final Allocation is different than the allocation proposed by the Proposing Member, such notice shall serve as an amendment to the initial allocation proposed by the Proposing Member (include as part of any ROFR Sale Notice or Tag-Along Notice).

ARTICLE VIII.
MANAGEMENT BY BOARD OF MANAGERS

8.1 Management. Except as otherwise required by Law or this Agreement (including Article IX), the board of managers of the Company (the "Board") shall have full, exclusive and complete authority to manage and control the business and affairs of the Company Parties, to make all decisions affecting the business and affairs of the Company Parties and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company Parties. Each member of the Board (a "Manager") shall be deemed a "manager" within the meaning of the Act. The Board must act as a board, and no individual Manager, as such, shall have any authority to bind or act for, or assume any obligation or responsibility on behalf of, the Company unless expressly authorized to do so by action taken by the Board acting with the Requisite Authority in accordance with this Agreement.

8.2 Board of Managers.

(a) Initial Composition. The Board shall initially consist of four (4) Managers. The Managers shall be elected by the vote of a majority of the Class B Units; provided that certain Members shall have the right to designate individuals for election to the Board and certain individuals shall have the automatic right to be designated for election to the Board, in each case, as set forth in Section 8.2(b) and each Class B Member hereby agrees to vote all of its Class B Units to elect those individuals that are designated pursuant to Section 8.2(b). The Managers as of the date hereof are set forth on Exhibit D.

(b) Designations. The Members acknowledge and agree that (w) the

Palantir Member shall be entitled to designate one (1) individual for election to the Board (the "Palantir Manager"), (x) the Credit Suisse Member shall be entitled to designate one (1) individual for election to the Board (the "Credit Suisse Manager"), (y) the individual that is at any time serving as CSO shall, during such time, be automatically designated for election to the Board (the "CSO Manager") and (z) the individual that is at any time serving as CIO shall, during such time, be automatically designated for election to the Board (the "CIO Manager"); provided that the foregoing designation rights shall be subject to the following:

(i) To the extent that an individual then serving as CSO ceases to be CSO, such individual shall be automatically removed from the Board and the next individual that assumes the role as CSO in accordance with Section 9.1(b) shall automatically be deemed to be designated for election as a Manager;

(ii) To the extent that an individual then serving as CIO ceases to be CIO, such individual shall be automatically removed from the Board and the next individual that assumes the role as CIO in accordance with Section 9.1(b) shall automatically be deemed to be designated for election as a Manager;

(iii) In the event that any Person acquires more than seventy five percent (75%) of the Initial Units issued to the Member (as adjusted for any splits, dividends, combinations, subdivisions, recapitalizations or the like) in a single transaction or a series of transactions (such Transferee and its Affiliates that hold the Initial Units (or any subsequent Transferee of such Transferee and its Affiliates that hold such Initial Units), a "Significant Transferee") then, upon the admission of the Significant Transferee as a Substitute Member in accordance with Section 3.5, any right of the Member to designate an individual for election as a Manager shall automatically transfer to such Significant Transferee, the Member making such Transfer shall automatically lose any right to designate an individual for election as a Manager and any Manager previously designated by the Member and elected by the Class B Members shall, upon the request of the Significant Transferee, be automatically removed from the Board, and each Class B Member shall vote all of its Class B Units to elect a new individual designated by the Significant Transferee to the Board, which individual shall be acceptable to the members of the Board.

(iv) A Member or its Significant Transferee shall automatically lose the right to designate an individual for election as a Manager in the event that it fails to hold an amount of Class A/B Units equal to at least twenty five percent (25%) of the Initial Units issued to the Member (such amount, as adjusted for any splits, dividends, combinations, subdivisions, recapitalizations or the like, the "Requisite Interest"). Upon losing the right to designate an individual for election as a Manager as contemplated in this clause (iv) of this Section 8.2(b), the Manager previously designated by the Member or Significant Transferee and elected by the Class B Members shall be automatically removed from the Board and such vacancy shall be filled as specified in clause (v) of this Section 8.2(b);

(v) In the event that (x) a Member (or its Significant Transferee) loses the right to designate an individual for election as a Manager as contemplated in clause (iv) of this Section 8.2(b), (y) a Member that has the right to designate an individual for election as a Manager pursuant to this Section 8.2(b) fails to make such designation for any

reason (a "Non-Designating Member") or (z) there is no individual serving as CSO or CIO to assume the role of CSO Manager or CIO Manager, then, in each case, the Members holding Class B Units shall have the right to designate by majority vote based on their respective Class B Percentage Interests an individual that is independent of such Members (or Significant Transferees) for election as a Manager to fill such vacancy (each, an "Independent Manager"); provided that (A) once a Non-Designating Member designates an individual for election as a Manager, then the Non-Designating Member shall re-gain the right to designate an individual for election as a Manager, (B) once an individual assumes the role of CSO or CIO, then such CSO or CIO, as applicable, shall assume the role of the CSO Manager or the CIO Manager and (C) if the Members otherwise agree to modify this Agreement to lower the Requisite Interest to provide a Member with the right to re-designate a nominee to the Board, then in each of the foregoing clauses (A), (B) and (C), the Members shall automatically lose the right to designate the applicable Independent Manager for election as a Manager and such Independent Manager shall be automatically removed from the Board;

(vi) In the event that a Member or its Significant Transferee loses the right to appoint a Manager as contemplated in clause (iv) of Section 8.2(b), then the Board and the Class A/B Members shall discuss and negotiate in good faith in accordance with the provisions at Section 7.4 to make any amendments or modifications to the Agreement (including to the voting structure and/or Board composition) that are appropriate in light of the relative Class A/B Percentage Interests of the various Members and in light of any applicable legal or regulatory considerations.

(c) Voting. Each of the Palantir Manager and the Credit Suisse Manager shall have the right to cast two (2) votes with respect to all matters to be voted on or decided by the Board. Each of the CSO Manager and the CIO Manager shall have the right to cast one (1) vote with respect to all matters to be voted on or decided by the Board.

(d) Resignation; Removal. Subject to Section 8.2(b), (i) each Manager shall serve on the Board until his or her resignation, removal, disability, or death (as applicable), or until his or her successor shall have been duly elected and qualified, (ii) any Manager may resign upon delivery of written notice from such Manager to the Board, (iii) any Manager shall be, and shall be deemed to be, removed if the Member that designated such Manager for election to the Board requests removal of such Manager in writing to the Board and (iv) any vacancy in the Board, whether created by such a resignation, removal, disability, or death of any Manager, shall promptly be filled by the Member entitled to designate such Board seat designating a new individual for election as a Manager and the subsequent election of such individual by the Class B Members as contemplated by Sections 8.2(a) and 8.2(b); provided that (A) before a vacancy in the Palantir Manager can be filled pursuant to this Section 8.2(b)(vi), the Palantir Member shall first notify the Credit Suisse Manager of the name of the proposed individual to be designated to become the Palantir Manager and the Credit Suisse Manager shall have the right, within three (3) Business Days of receipt of such, to either ratify such individual to serve as the Palantir Manager or notify the Palantir Member of any good faith reasons for rejecting such proposed nominee (in which case such individual shall not become the Palantir Manager) and (B) before a vacancy in the Credit Suisse Manager can be filled pursuant to this Section 8.2(b)(vi), the Credit Suisse Member shall first notify the Palantir Manager of the name of the proposed individual to be designated to become the Credit Suisse Manager and the Palantir Manager shall have the right,

within three (3) Business Days of receipt of such, to either ratify such individual to serve as the Credit Suisse Manager or notify the Credit Suisse Member of any good faith reasons for rejecting such proposed nominee (in which case such individual shall not become the Palantir Manager). If either the Credit Suisse Manager or the Palantir Manager shall fail to object to any proposed nominee to serve as the Palantir Manager or the Credit Suisse Manager with the three (3) Business Day period specified above, the Credit Suisse Manager or the Palantir Manager, as applicable, shall be deemed to have ratified the proposed individual to serve as the Credit Suisse Manager or the Palantir Manager, as applicable. No action at any meeting of the Board may be taken by the Board until such proposed nominee as the Credit Suisse Manager or the Palantir Manager, as applicable, has been ratified and designated to the Board.

(e) Chairman. The Board may elect from among the Managers a chairman of the Board (the "Chairman") to preside at all meetings of the Board and to perform such duties as shall be assigned to him or her by the Board from time to time; provided, that the Chairman shall not have an additional or casting vote in any deliberations of the Board.

(f) Meetings.

(i) Regular meetings of the Board shall be held at least quarterly at such times as such times and places as shall be designated from time to time by resolution of the Board. Special meetings of the Board may be called by either the Palantir Manager or the Credit Suisse Manager. The Managers authorized to call special meetings of the Board may fix any date, time and place for holding any such special meeting called thereby.

(ii) Notice of a regular meeting of the Board or a special meeting of the Board, stating the date, time and place of the meeting as well as a conference call dial-in number for any such meeting, shall be delivered in writing to each Manager by overnight delivery, electronic mail, or facsimile or hand delivery at least five (5) Business Days prior to any such meeting in accordance with Section 14.1; provided, that in case of emergency, a shorter notice period (but in no event less than twenty-four (24) hours) may apply. Notice of any special meeting of the Board shall specify in reasonable detail the purposes of the meeting.

(iii) Whenever any notice is required to be given to any Manager under this Agreement or pursuant to the Act, a waiver thereof in writing, executed at any time, specifying the meeting for which notice is waived, signed by the Manager entitled to such notice, and filed with the minutes of the Company, shall be deemed equivalent to the giving of such notice. The attendance of a Manager at any meeting of the Board shall constitute a waiver of notice of such meeting, unless such Manager attends a meeting for the express purpose of objecting, at the beginning of the meeting, to holding the meeting or transacting any business at the meeting on the grounds that the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting.

(iv) Managers may participate in and hold a meeting of the Board by means of a conference by telephone or similar communications equipment by means of which all persons participating in the meeting can hear and be heard.

(g) Quorum. Except as set forth in Section 8.5, at any meeting of the Board, the presence of both the Palantir Manager and the Credit Suisse Manager (in person or by proxy duly authorized) shall constitute a quorum. No action at any meeting of the Board may be taken by the Board unless a quorum is present. If a quorum has not been met at any meeting of the Board, then the Managers present at such meeting may adjourn the meeting until a quorum is met. Notwithstanding the foregoing, if three (3) consecutive meetings of the Board called in accordance with Section 8.2(f) (with respect to which notice of such meetings is delivered at least twenty (20) Business Days prior to the date thereof and there are at least five (5) Business Days in between each such meeting) fail to achieve a quorum due to the absence of the Palantir Manager or the Credit Suisse Manager, then the Palantir Manager or the Credit Suisse Manager who attended the three (3) consecutive meetings may send a new notice of meeting of the Board in accordance with Section 8.2(f), including delivery of the notice of such meeting at least twenty (20) Business Days prior to the date thereof, and a quorum at such fourth (4^{th}) meeting shall require only the presence of at least fifty percent (50%) of all the Managers.

(h) Alternate Managers. Any Manager who is unable to attend a meeting of the Board may (i) grant in writing to another Manager or any other Person such Manager's proxy to vote on any matter upon which action is taken at such meeting and (ii) designate in writing to the Board an alternate to observe, but not vote on any matter acted upon at such meeting (unless such alternate is also granted a proxy pursuant to the preceding clause (i)).

(i) Committees. The Board shall designate one or more additional committees to make recommendations to the Board, however, no such committee shall have the power to exercise any voting or approval authority of the Board.

(j) Compensation. No fees shall be paid by the Company to the Managers, but the Managers shall be reimbursed by the Company for all reasonable documented out-of-pocket expenses incurred in attending meetings of the Board.

(k) Required Vote for Board Action. Except with respect to the matters set forth in Section 8.3, Section 8.4 and Section 8.5, the Board shall act by the affirmative vote of a majority of the votes of the Managers then serving on the Board.

8.3 Super Majority Vote. Notwithstanding anything to the contrary contained in this Agreement, except as contemplated by Section 8.5, the affirmative vote of at least sixty-eight percent (68%) of the votes of the Managers then serving on the Board (a "Super Majority Vote") shall be required to cause any of the Company Parties to engage in any of the following transactions or take any of the following actions:

(a) approve any proposed Business Plan, approve the proposed Annual Budget for each fiscal year as contemplated by Section 11.2, approve any material changes to the Annual Budget or approve any material action that is not contemplated in the Annual Budget;

(b) undergo any internal reorganization or recapitalization (including any equity combinations or splits), form any Subsidiary or Transfer any equity interests in any Subsidiary (other than to another wholly-owned Subsidiary);

(c) repurchase, redeem, retire or otherwise acquire any Units from any Member or approve the admission of a Substitute Member as contemplated by Section 3.5;

(d) make any capital expenditures or incur or guarantee any Indebtedness, in each case, by more than (individually or in the aggregate) the greater of (x) $150,000 or (y) twenty percent (20%) of the line item set forth in the Annual Budget for such capital expenditures or Indebtedness, except to the extent any such capital expenditures are contemplated by the Business Plan or the most recent Annual Budget;

(e) enter into contract that is not contemplated by the Annual Budget that (x) is reasonably expected to result in annual spend by or to the Company Parties in any fiscal year in excess of $250,000 (individually or in the aggregate) or (y) is otherwise expected to have a material impact on or be a material burden to any of the Company Parties (each a "Material Contract");

(f) initiate or settle any Proceeding that (x) requires the payment of money in excess of $500,000 or (y) imposes any material restrictions on the business or operations of any of the Company Parties;

(g) make any loans, advances or capital contributions to, or investments in any other Person (other than to any wholly-owned Subsidiary) in excess of $500,000 or otherwise enter into any material joint venture or strategic partnership;

(h) make any material divestitures or material acquisitions, it being understood that an acquisition or divestiture involving a merger transaction, equity interest purchase or the purchase of a business or division of, or sale of the assets that involves consideration in excess of $1,000,000 shall be deemed to be material;

(i) request any additional Capital Contributions, issue any Units, approve the admission of an Additional Member or Substitute Member or issue any other equity interests or debt securities of any of the Company Parties;

(j) take any action required to be taken by the Board as set forth in Article VII, including:

(i) granting any approval for any Transfer of Units that is prohibited by this Agreement absent Board consent or waiving any conditions to such a Transfer that are waivable with Board consent or the consent of the Company under this Agreement, the Long Term Incentive Plan or any Award Agreement or other agreement entered into by the Company or any of its Subsidiaries on the one hand, and a Member holding Class C Units on the other hand (in respect of such Class C Units);

(ii) exercising (x) the Right of First Refusal pursuant to Section 7.2 or (y) the repurchase right in connection with a Regulatory Event Transfer pursuant to Section 7.4);

(iii) objecting to the allocation of consideration that is made to the ROFR Units in connection with any indirect Transfer (and approving the identity of the Valuation Agent) pursuant to Section 7.2(c);

(iv) approving any Regulatory Event Amendment pursuant to Section 7.4(c) (subject to Section 14.4); or

(v) following the Restricted Period, (x) entering into a Company Sale Transaction or (y) commencing an Initial Public Offering or taking any action in connection therewith (including any IPO Restructuring Transaction);

(k) declare, set aside, make or pay any dividend or other distribution (other than Tax Distributions pursuant to Section 6.4 or distributions from a wholly-owned Subsidiary to the Company or to another wholly-owned Subsidiary), including any determinations about the Available Cash available for distributions or the timing or character of any distributions;

(l) incur Indebtedness to enable the Company to make Tax Distributions, use the Company's reserves to pay for Tax Distributions, or determine that the payment of Tax Distributions would be prohibited by Law or by a third-party agreement binding on the Company;

(m) take any action required to be taken by the Board as set forth in in Article X, including any Board Action in connection with approving the request of a Person entitled to indemnification from the Company for advancement of expenses or to settle or initiate a Proceeding;

(n) grant any registration rights to any Member that are on par with or superior to the registration rights to be granted to the Members upon the occurrence of an Initial Public Offering as set forth on Exhibit C;

(o) take any Board Action in respect of a Related Party Agreement that (i) is not contemplated by a contract or arrangement previously approved by the Board or (ii) is not on arm's length terms;

(p) dissolve or wind up or enter into voluntary liquidation or Bankruptcy;

(q) make any amendments to the organizational documents of any of the Company Parties (including by merger or otherwise) that are material or adverse to any Member or Class of Units;

(r) make any change in the size of the Board or any Subsidiary Board or the rules governing the designation of individuals for election to the Board or any Subsidiary Board or the election of individuals as Managers or Subsidiary Board Members, in each case, as set forth in Section 8.2(a), 8.2(b) or 8.7, form any committees or sub-committees of the Board or any Subsidiary Board or the selection, removal and replacement of Chairman of the Board;

(s) the selection, appointment and removal of any Officers and the taking of any other Board Actions in respect of any such Officer (including the entry into, amendment of or the making of a determination under any employment agreement of any such Officer), or the delegation any additional material authority to the Officers (whether pursuant to this Agreement or in connection with the entry into any employment agreement with such Officer) that is in addition to the authority delegated pursuant to Section 9.3;

(t) adopt, enter into, amend, alter, terminate or make grants under the Long Term Incentive Plan or any other equity compensation plan, or take any other action in respect of a material matter relating to management compensation;

(u) take any action in response to any investigation of any of the Company Parties by any Regulatory Authority;

(v) take any action or election resulting in a material change to the tax structure or tax classification of the Company Parties (including an election to change the entity classification of any of the Company Parties for U.S. income tax purposes or change the tax domicile of any of the Company Parties) or make any change to the Tax Matters Member;

(w) make any change in any financial accounting policies, appoint the auditors of the Company or make any change to the auditors of the Company;

(x) make any change to the name of the Company pursuant to Section 2.2 or the name of any Subsidiary of the Company;

(y) implement or make material amendments in respect of the Compliance Policy;

(z) take any Subsidiary Board Actions; or

(aa) enter into any binding commitment or agreement to do anything of the foregoing.

8.4 Special Super Majority Vote. Notwithstanding anything to the contrary contained in this Agreement, except as contemplated by Section 8.5, a Super Majority Vote which also includes the affirmative vote of both the Palantir Manager and the Credit Suisse Manager (a "Special Super Majority Vote") is required to cause any of the Company Parties to engage in any of the following transactions or take any of the following actions:

(a) make any amendments to this Agreement or the other Transaction Documents other than amendments (such as changes to Schedule I and Schedule II contemplated by 3.1) necessary to effectuate transactions previously approved by the Board by the Requisite Approvals;

(b) enter into any binding commitment or agreement to provide services or products to any Person that is not already a customer of any of the Company Parties;

(c) sell, transfer or grant a license to any Credit Suisse Licensed IP or Palantir Licensed IP (other than to Clients approved by the Board by Special Super Majority Vote pursuant to the Form of End User Agreement for Customers), or expand or limit the scope of work provided to any of the Clients (e.g., under any existing or new agreement, work orders, order forms, statements of work or the like) if such impacted scope relates to any license of Credit Suisse Licensed IP or Palantir Licensed IP;

(d) expand the marketing of the Company Parties' product and service solutions to specific Clients, on a case-by-case basis, beyond Operational Risk Reduction Solutions;

(e) make any material changes to the Business Plan or take any material action that is not contemplated in the Business Plan, including (i) making changes to the scope of the business of the Company to include any Operational Risk Reduction Solutions which are not Enhanced Trading Oversight Solutions, (ii) changing the principal place of business of the Company or the offices and locations of the Company, pursuant to Section 2.3 or (iii) taking any action contemplated by Section 11.3(b); or

(f) enter into any binding commitment or agreement to do any of the foregoing.

8.5 Obligation to Act in Good Faith; Conflicts of Interest.

(a) In connection with any matter to be approved by the Board, including any matter that requires a Super Majority Vote or Special Super Majority Vote, as specified in Sections 8.3 and 8.4, respectively, the Palantir Manager and the Credit Suisse Manager will act in good faith and with a view towards maximizing the value of the Company to its Members, while considering the Palantir Member's existing and ongoing commercial business outside of the scope of the activities of the Company.

(b) A Member shall be deemed to be an "Interested Member" in respect of any decisions by the Board regarding whether the Company Parties should take an Enforcement Action under or with respect to any Related Party Agreement against such Member or its Affiliate who is a party to such Related Party Agreement. A Manager is deemed to be an "Interested Manager" in respect of any decisions by the Board regarding whether the Company Parties should take an Enforcement Action if (x) the Member that appointed such Manager to the Board is an Interested Member in respect of such Enforcement Action or (y) the Manager or its Affiliate is a party to such Related Party Agreement. For the purpose of clarity and avoidance of doubt, neither the CIO Manager nor the CSO Manager shall be deemed (i) Affiliates of Palantir or Credit Suisse based solely on such person's prior employment relationship with Palantir or Credit Suisse or such person's continued equity interest in Palantir or Credit Suisse (whether in the form of stock, stock options or other equity interests in Palantir or Credit Suisse) or (ii) to have been appointed by Palantir or Credit Suisse (for purpose of clause (x) above) by virtue of the fact that such person was designated to fill a vacancy in such office by the Palantir Member or Credit Suisse Member pursuant to Section 9.1(b).

(c) Any action to be taken by any of the Company Parties with respect to asserting or enforcing any material claim, term, right or obligation or settling or resolving any dispute in respect of any such assertion or enforcement of any material term, right or obligation (collectively, a "Enforcement Action") under, or with respect to, any Related Party Agreements shall be controlled solely by the Managers that are not Interested Managers (the "Disinterested Managers"). Such Enforcement Action will require the same the Requisite Approvals as otherwise set forth in this Agreement except as follows:

(i) In the event that the Palantir Member is deemed to be an Interested Member in respect of any Enforcement Action or the Palantir Manager is deemed to be an Interested Manager with respect to any such Enforcement Action, then notwithstanding that such Enforcement Action would typically require a Super Majority Vote or Special Super Majority Vote, as applicable, such Enforcement Action shall be controlled by a majority of the votes of the Disinterested Managers and, solely for the purposes of the taking of any such Enforcement Action, a quorum will be established by the presence of two-thirds of the votes of such Disinterested Managers; and

(ii) In the event that the Credit Suisse Member is deemed to be an Interested Member in respect of any Enforcement Action or the Credit Suisse Manager is deemed to be an Interested Manager with respect to any such Enforcement Action, then notwithstanding that such Enforcement Action would typically require a Super Majority Vote or Special Super Majority Vote, as applicable, such Enforcement Action shall be controlled by a majority of the votes of the Disinterested Managers and, solely for the purposes of the taking of any such Enforcement Action, a quorum will be established by the presence of two-thirds of the votes of such Disinterested Managers.

(d) Prior to the taking of any Enforcement Action at which the Interested Manager is present, the Interested Manager shall identify himself or herself as being an Interested Manager pursuant to the terms of this Section 8.5 to the other Managers. Such Interested Manager shall not be permitted to vote regarding such matter nor be present while such vote is conducted and may be precluded by the Disinterested Managers from receiving any proprietary or competitively sensitive information relating to such matter.

(e) For purposes of this Section 8.5, the taking of any Enforcement Action in respect of any of the Related Party Agreements by any of the Company Parties against a Member or any of its Affiliates shall be deemed to make only such Member an Interested Member, and not any of the other Members who may be a party to such agreement. In the event there is a Related Party Agreement for which all Members are deemed to be Interested Members then the provisions of this Section 8.5 shall not apply and the taking of any Enforcement Action shall require a Super Majority Vote or Special Super Majority Vote, as specified in Sections 8.3 and 8.4, respectively.

8.6 Deadlock.

(a) If the Managers become deadlocked and unable to take an action with respect to any matter requiring the approval of the Managers in accordance with Sections 8.2(k), 8.3, 8.4 and 8.5 or otherwise for a period of no less than sixty (60) days, as a result of (i) a

continued equality of votes in respect of any matter, or (ii) the failure of the Palantir Manager to consent to the taking of any Board Action that requires a Super Majority Vote or Special Super Majority Vote that the Credit Suisse Manager has consented to, or (iii) the failure of the Credit Suisse Manager to consent to any Board Action that requires a Super Majority Vote or Special Super Majority Vote that the Palantir Manager has consented to (each matter, a "Disputed Matter"), then either the Palantir Manager or the Credit Suisse Manager may, within ten (10) Business Days of such deadlock or relevant meeting, notify the other Managers that such Disputed Matter shall be voted on again by the Managers at a special meeting that shall be held no later than ten (10) Business Days from the date of such notification. Such Disputed Matter on which the Managers have been unable to agree shall be discussed by the Managers for such ten (10) Business Day period and shall be voted upon during the special meeting at the end of such ten (10) Business Day period.

(b) If at the special meeting, the Palantir Manager and the Credit Suisse Manager are unable to come to agreement on the Disputed Matter, the Disputed Matter shall be raised to the relevant Principal Executive Officer of each of the Members that have designated for election such Managers by providing written notice to each such Member specifying in reasonable detail the Disputed Matter and any reasonably relevant background information. Each such Member shall use commercially reasonable efforts to cause its Principal Executive Officer to meet and engage in discussions on the Disputed Matter within twenty (20) Business Days of receipt of such notice (or within such shorter period of time as may be necessary to take the action that is the subject of the Disputed Matter or otherwise permit resolution of the Disputed Matter in a timely fashion). In the event the Principal Executive Officers of the relevant Members do not reach agreement on the Disputed Matter within thirty (30) days following the commencement of their discussions, then the relevant Members will agree to submit the Disputed Matter to JAMS for mediation. The relevant Members will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The relevant Members covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. If the Disputed Matter is not resolved within thirty (30) days from the date of the submission of the dispute to mediation or such later date as the relevant Members may mutually agree in writing, the relevant Members may elect to continue with mediation or submit the dispute to arbitration pursuant to Section 14.7. In the event the relevant Members ultimately reach agreement on the Disputed Matter, whether as a result of the mediation proceedings or as a result of the discussions among the Principal Executive Officers or otherwise, any such agreement will be set forth in writing and will be binding for all purposes as an action of the Company approved by the Board by the Requisite Approval as if the action approved in such agreement were approved by the Board directly in accordance with this Agreement. The Members shall direct the Managers designated for election to the Board by them to take all such actions as may reasonably be necessary to reflect such agreement, including adopting any ratifying or confirmatory resolutions.

8.7 Subsidiaries. Each Subsidiary shall be managed solely by the Company to the greatest extent permitted by applicable Law. To the extent that a Subsidiary of the Company is not solely managed by the Company and instead has a board of directors, board of managers, partnership committee or similar governing body (a "Subsidiary Board" and such Subsidiary a "Board Managed Subsidiary"), the Company shall take all necessary actions consistent with

applicable Law to ensure that such Board Managed Subsidiary operates at the direction of the Company. In furtherance and not in limitation of the foregoing, the Company acting by Super Majority Vote shall have the sole power to (a) appoint, elect and designate each of the members of each such Board Managed Subsidiary (the "Subsidiary Board Members"), (b) remove or replace the Subsidiary Board Members, (c) direct such Subsidiary Board Members to operate at the direction of the Board and implement any decisions or actions of the Board (and may, to the extent the Board deems necessary, require a Subsidiary Board Member to execute a written agreement pursuant to which he or she agrees to act at the direction of the Board while discharging his or her duties as a Subsidiary Board Member) and (d) promptly cause the removal or replacement of any such Subsidiary Board Member who does not act in accordance with any such direction (such actions set forth in the foregoing clauses (a) – (d), the "Subsidiary Board Actions"). Each Subsidiary Board Member shall serve on the Subsidiary Board until his or her resignation, removal, disability or death or until his or her successor shall have been duly appointed, elected and qualified (in accordance with the instructions of the Board). The Board shall cause any vacancy created on any Subsidiary Board to be promptly filled.

8.8 Action by Written Consent. Any action permitted or required by the Act or this Agreement to be taken by the Board may be taken by unanimous written consent, including via email or other electronic means, setting forth the action to be taken and signed by all of the Managers entitled to vote thereon. Such written consent shall have the same force and effect as a vote at a meeting and may be stated as such in any document or instrument filed with the Secretary of State of Delaware.

8.9 Information Rights. The Company shall provide to each Manager any information that may be reasonably requested by such Manager. Subject to Section 11.5, to the extent permitted by antitrust, competition or other applicable Laws, each Member acknowledges and agrees that each Manager may share any information received from or about any of the Company Parties with the Member which designated such Manager for election to the Board to the extent permitted in the Non-Use and Non-Disclosure Agreement signed by such Manager and, to the extent so permitted in the Non-Use and Non-Disclosure Agreement, any such sharing of information shall not be considered as a breach of any provision of this Agreement or any Non-Use and Non-Disclosure Agreement and shall be considered as being in accordance with the implied contractual covenant of good faith and fair dealing so long as such each of the Manager and Member maintains the confidentiality of any non-public or proprietary information furnished to it under the Agreement or the Non-Use and Non-Disclosure Agreement.

8.10 Non-Use and Non-Disclosure Agreement. As a condition to the effectiveness of the appointment of any individual as a Manager or a Subsidiary Board Member, such individual shall be required to sign a Non-Use and Non-Disclosure Agreement substantially in the form attached hereto as Exhibit H ("Non-Use and Non-Disclosure Agreement").

ARTICLE IX.
OFFICERS

9.1 Officers.

(a) The officers of the Company (the "Officers") shall be appointed and removed by the Board as provided in Section 8.2(k), Section 8.3, Section 8.4 and this Section 9.1 and shall initially include a Chief Supervisory Officer (the "CSO") and a Chief Information Officer (the "CIO"). The Company may also have such other Officers with such titles and responsibilities as the Board acting with the Requisite Approval may from time to time determine, including a Chief Financial Officer, a Chief Technology Officer, General Counsel, Secretary, Treasurer, and/or one or more Vice Presidents (including, one or more Executive or Senior Vice Presidents). Any two or more offices may be held by the same Person. Except as otherwise provided in any employment agreement with any such Officer: (i) each Officer shall hold office until a successor is duly elected and qualified or until the earlier of his or her death, resignation or removal as hereinafter provided and (ii) any Officer of the Company may be removed at any time by the Board. Except as is set forth in 9.1(b), any vacancy occurring in any office of an Officer because of death, resignation, removal, disqualification or otherwise, may be filled by the Board.

(b) For so long as the Credit Suisse Member and its Affiliates own the Requisite Interest, any vacancy in the office of the CSO shall be filled with an individual designated by the Credit Suisse Member pursuant to this Section 9.1(b). Before a vacancy in the office of the CSO can be filled pursuant to this Section 9.1(b), the Credit Suisse Member shall first notify the Palantir Manager of the name of the proposed individual to be designated to become the CSO and the Palantir Manager shall have the right, within three (3) Business Days of receipt of such, to either ratify such individual to serve as the CSO or notify the Credit Suisse Member of any good faith reasons for rejecting such proposed nominee (in which case such individual shall not become the CSO). For so long as the Palantir Member and its Affiliates own the Requisite Interest, any vacancy in the office of the CIO shall be filled with an individual designated by the Palantir Member pursuant to this Section 9.1(b). Before a vacancy in the office of the CSO can be filled pursuant to this Section 9.1(b), the Palantir Member shall first notify the Credit Suisse Manager of the name of the proposed individual to be designated to become the CIO and the Credit Suisse Manager shall have the right, within three (3) Business Days of receipt of such, to either ratify such individual to serve as the CIO or notify the Palantir Member of any good faith reasons for rejecting such proposed nominee (in which case such individual shall not become the CIO). If either the Palantir Manager or the Credit Suisse Manager shall fail to object to any proposed nominee to serve as the CSO or the CIO, as applicable, within the three (3) Business Day period specified above, the Palantir Manager or the Credit Suisse Manager, as applicable, shall be deemed to have ratified the proposed individual to serve as the CSO or CIO, as applicable.

9.2 Initial Officers. The Officers of the Company as of the date hereof are set forth on Exhibit E hereto.

9.3 Delegated Authority.

(a) Except as otherwise authorized or delegated in Section 9.3(b), no Officer shall take any actions with respect to any of the Company Parties without the express approval of the Board.

(b) Subject to those matters and Board Actions requiring approval of the Board acting by Super Majority Vote as provided in Section 8.3 and/or Special Super Majority Vote as provided in Section 8.4, the CSO and other Officers of the Company shall have the discretion to, and be deemed to have been delegated the authority to, manage and control the day-to-day business of the Company Parties with respect to the following matters set forth in clauses (i) - (viii) (inclusive) of this Section 9.3(b), in each case, within the framework established by the then-current Business Plan and Annual Budget:

(i) set the pricing of any products or services of the Company Parties within the guidelines set forth in the Business Plan;

(ii) hire and fire employees (other than Officers occupying senior management level positions which will require approval of the Board acting by Super Majority Vote pursuant to Section 8.4);

(iii) control and conduct any employee training programs;

(iv) develop business solution methods, including use of technology, skills required, critical path, and any other resources required to develop solutions;

(v) set the tactical approach to selling products and services of the Company Parties;

(vi) market the collateral required to support selling efforts;

(vii) negotiate customer contracts (provided that the entry into any Material Contracts or any contracts that are Related Party Agreements will, in each case, require approval of the Board acting by Super Majority Vote pursuant to Section 8.4); and

(viii) implement the accounting policy;

9.4 Fiduciary Duties. The Officers, in the performance of their duties as such, shall owe to the Company duties of loyalty and due care of the type owed by the officers of a corporation to such corporation and its stockholders under the Laws of the State of Delaware.

ARTICLE X.
LIMITATION OF LIABILITY AND INDEMNIFICATION

10.1 Limitation of Liability and Indemnification of the Covered Persons.

(a) The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person otherwise existing at Law or in equity to any of the Company Parties or the Members, are agreed by the Members to replace, to the fullest extent permitted by applicable Law, such duties and liabilities existing at Law or in equity of such Covered Person.

(b) Notwithstanding any other terms of this Agreement, whether express or implied, or any obligation or duty at Law or in equity, to the fullest extent permitted

by Law, none of the Covered Persons shall be liable to any of the Company Parties or to any Member for Losses incurred as a result of any act or omission in connection with such Company Party's business (in furtherance of its interest in any of the Company Parties, any transaction, any investment or any business decision or action or otherwise arising out of or in connection with the affairs of any of the Company Parties) taken or omitted by a Covered Person. Any Covered Person acting for, on behalf of or in relation to, any of the Company Parties in respect of any transaction, any investment, or any business decision or action or otherwise shall be entitled to rely on the provisions of this Agreement and on the advice of counsel, accountants, and other professionals that is provided to any of the Company Parties or such Covered Person, and such Covered Person shall not be liable to any of the Company Parties or to any Member for such Covered Person's good faith reliance on this Agreement or such advice. Furthermore, each Covered Person may rely in good faith, and shall incur no liability in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, bond, debenture, paper, document, signature or writing reasonably believed by it to be genuine, and may rely in good faith on a certificate signed by an officer, agent or representative of any Person in order to ascertain any fact with respect to such Person or within such Person's knowledge.

(c) The Company shall indemnify and hold harmless, to the fullest extent permitted by Law, any Covered Person from Losses incurred as a result of any act or omission arising out of any of the Company Parties' business, including any transaction, investment, business decision or action in furtherance of such Covered Person's interest in any of the Company Parties. A Covered Person shall not be denied indemnification in whole or in part under this Section 10.1 because such Covered Person had an interest in the transaction with respect to which the indemnification applies if the transaction was otherwise permitted by the terms of this Agreement; provided, that the Company's obligations hereunder shall not apply with respect to economic Losses or tax obligations incurred by any Covered Person as a result of such Covered Person's ownership of a limited liability company interest in the Company or expenses of any of the Company Parties that a Covered Person has agreed to bear; provided, further, that Company's obligations hereunder shall not apply to acts or omissions of a Covered Person to the extent a court of competent jurisdiction determines in a non-appealable order that such acts or omissions of a Covered Person breached the implied covenant of good faith and fair dealing.

10.2 Indemnification of the Management Covered Persons. The Company shall indemnify and hold harmless, to the fullest extent permitted by Law, any Management Covered Person who was or is a party or is threatened to be made a party to any Proceeding by reason of the fact that (x) such Management Covered Person is or was an officer of any of the Company Parties or (y) such Management Covered Person, while serving as an officer of any of the Company Parties, is or was serving or has agreed to serve at the request of any of the Company Parties as a director, officer, employee, manager or agent of another Person, or by reason of any act or omission by such Management Covered Person in such capacity, against Losses incurred by such Person in connection with such Proceeding in advance of its final disposition; provided, that indemnification will not be available to such Management Covered Person (i) in connection with a Proceeding by or in the right of any of the Company Parties that is successfully brought against such Management Covered Person or (ii) in the event the Management Covered Person's conduct constituted a Bad Act.

10.3 Procedure for Indemnification.

(a) If approved by the Board, the Company shall advance all expenses (including reasonable attorneys' fees) incurred by a Covered Person or a Management Covered Person in defending any Proceeding prior to the final disposition of such Proceeding upon written request of such Person and delivery of an undertaking (which may be unsecured) by such Person to repay such amount if it shall ultimately be determined that such Person is not entitled to be indemnified by the Company. Any expenses incurred under this Section 10.3(a) shall be disclosed to the Board prior to the next regularly scheduled meeting of the Board.

(b) Any indemnification or advance of expenses under this Article X shall be made only against a written request therefor (together with supporting documentation) submitted by or on behalf of the Person seeking indemnification or advance. To the fullest extent permitted by Law, all expenses (including reasonable attorneys' fees) incurred by such Person in connection with successfully establishing such Person's right to indemnification or advancement of expenses under this Article X, in whole or in part, shall also be indemnified by the Company.

(c) Notwithstanding anything to the contrary set forth in Section 10.1 and Section 10.2: (i) no Person shall be entitled to indemnification from the Company hereunder in connection with a Proceeding instituted by such Person on his or her own behalf, unless such Proceeding (and the indemnification thereof) has been authorized by the Board, (ii) no Management Covered Person shall be entitled to indemnification from the Company hereunder to the extent his, her or its conduct constituted a Bad Act and (iii) no Person entitled to indemnification from the Company hereunder shall be permitted to enter into any compromise or settlement which would result in an obligation of the Company to indemnify such Person without the consent of the Board.

(d) No Member shall have any obligation to make Capital Contributions to fund its share of any indemnification obligations under this Article X and no Member shall have any personal liability on account thereof.

10.4 Non-Exclusivity; Priority.

(a) The rights to indemnification and advancement of expenses provided by this Article X shall not be deemed exclusive of any other indemnification or advancement of expenses to which a Covered Person or Management Covered Person seeking indemnification or advancement of expenses may be entitled.

(b) The Company hereby acknowledges that each Covered Person or Management Covered Person (an "Indemnitee") may have certain rights to indemnification, advancement of expenses and/or insurance provided by or on behalf of the Members and/or their Affiliates (collectively, the "Member Indemnitors"). Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by Law: (i) the Company is the indemnitor of first resort (i.e., the Company's obligations to each Indemnitee are primary and any obligation of the Member Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by each Indemnitee are secondary), (ii) the Company will be required to

advance the full amount of expenses incurred by each Indemnitee and will be liable for the full amount of all liabilities, expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by this Article X, without regard to any rights each Indemnitee may have against the Member Indemnitors, and (iii) the Company and the Members irrevocably waive, relinquish and release the Member Indemnitors from any and all claims against the Member Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof. Notwithstanding anything to the contrary in this Agreement, to the fullest extent permitted by Law, no advancement or payment by the Member Indemnitors on behalf of an Indemnitee with respect to any claim for which such Indemnitee has sought indemnification or advancement of expenses from the Company will affect the foregoing and the Member Indemnitors will have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of such Indemnitee against the Company. The Member Indemnitors are expressly intended third party beneficiaries of the terms of this Section 10.4.

10.5 Insurance. The Company shall obtain and at all times maintain, at its expense, adequate director and officer indemnity insurance on commercially reasonable terms, which insurance shall cover each Officer, Manager and Subsidiary Board Member.

10.6 Survival; Severability.

(a) The rights to indemnification and advancement of expenses provided by this Article X shall be deemed to be separate contract rights between the Company and each Covered Person or Management Covered Person who serves in any such capacity at any time while these provisions are in effect, and no repeal or modification of any of these provisions shall adversely affect any right or obligation of such Covered Person or Management Covered Person existing at the time of such repeal or modification with respect to any state of facts then or previously existing or any Proceeding previously or thereafter brought or threatened based in whole or in part upon any such state of facts.

(b) If this Article X or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify each Covered Person or Management Covered Person as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any Proceeding to the fullest extent permitted by any applicable portion of this Article X that shall not have been invalidated.

ARTICLE XI.
CERTAIN AGREEMENTS OF THE COMPANY AND MEMBERS

11.1 Financial Reports.

(a) Each Class A/B Member shall be entitled to receive the following information from the Company and the Company shall provide:

(i) As promptly as practical and, in any event, within four (4) days after the end of the first full calendar month after the Effective Date and each calendar month thereafter, an unaudited balance sheet as of the end of such calendar month and an

unaudited related income statement, statement of members' equity and statement of cash flows for such calendar month, prepared in accordance with GAAP (with the exception of normal year-end adjustments and absence of footnotes), consistently applied for the Company Parties on a consolidated basis.

(ii) As promptly as practical and, in any event, within sixty (60) days after the end of the first full Fiscal Quarter after the Effective Date and each Fiscal Quarter thereafter, an unaudited balance sheet as of the end of such Fiscal Quarter and an unaudited related income statement, statement of members' equity and statement of cash flows for such Fiscal Quarter, prepared in accordance with GAAP (with the exception of normal year-end adjustments and absence of footnotes), consistently applied for the Company Parties on a consolidated basis, and such other information about the Company Parties that may be reasonably requested by a Member to analyze or develop relevant key performance indicators of the Company Parties.

(iii) As promptly as practical and, in any event, within sixty (60) days after the end of each Fiscal Year, an unaudited balance sheet as of the end of such Fiscal Year and the related income statement, statement of members' equity, and statement of cash flows for such Fiscal Year, prepared in accordance with GAAP (with the exception of normal year-end adjustments and absence of footnotes), consistently applied for the Company Parties on a consolidated basis, and such other information about the Company Parties that may be reasonably requested by a Member to analyze or develop relevant key performance indicators of the Company Parties.

(iv) As promptly as practical and, in any event, within ninety (90) days after the end of each Fiscal Year, an audited balance sheet as of the end of such Fiscal Year and the related income statement, statement of members' equity, and statement of cash flows for such Fiscal Year prepared in accordance with GAAP, consistently applied for the Company Parties on a consolidated basis, and such other information about the Company Parties that may be reasonably requested by a Member to analyze or develop relevant key performance indicators of the Company Parties; and

(v) At least five (5) Business Days prior to each regularly scheduled quarterly Board meeting, a detailed board book containing, among other things, a management discussion of the Company's business, operations and results for the most recent fiscal quarter, including a description of the business activities that took place during such fiscal quarter, management's plan for the upcoming fiscal quarter, a statement of variation to date from the quarterly or annual forecasts in the Business Plan, as applicable, and a discussion of any issues or events that management believes are likely to have a material effect on the Company's operations and results going forward.

11.2 Business Plan and Annual Budget.

(a) Attached as Exhibit F is the Company's four-year business plan, setting forth, among other things, the Company's technology strategy (the "Business Plan"). At least forty-five days prior to the start of each Fiscal Year commencing with 2017, the CSO shall submit to the Board any proposed updates and amendments to the Business Plan. The Board

shall consider any such amendments to the Business Plan for approval pursuant to Section 8.4 prior to the start of each Fiscal Year and shall use commercially reasonable efforts to resolve any disagreements as to any item contained in the amendments to the Business Plan prior to the start of such Fiscal Year. No amendments to the Business Plan shall be effective until they are approved by the Board. For the avoidance of doubt, the Board shall be entitled to amend the Business Plan at any time.

(b) Included in the Business Plan is the Company's operating budget on an annual basis for the period commencing as of the Effective Date and ending December 31, 2016 (the "Annual Budget"). At least forty-five days prior to the start of each Fiscal Year commencing with 2017, the CSO shall submit to the Board a proposed operating budget for such Fiscal Year (also referred to as the Annual Budget) that is consistent with the Business Plan. Such Annual Budget shall include on a quarterly basis for the then commencing Fiscal Year: (i) reasonable detail regarding anticipated and ongoing development projects of the Company, (ii) a financial projection for the Company setting forth estimates of the cash position, volumes, revenues, costs, fees and expenses (including operating expenses, general and administrative expenses, debt incurrence and interest expense, capital expenditures and accrual items for high cost but infrequent maintenance events and estimates of cash expenditures to be applied against such accruals) to be realized or borne by the Company, (iii) consolidated income, cash flow and balance sheet statements for the Company based on such estimates, and (iv) a proposed operating budget for the Company setting the fees, costs, expenses and capital expenditures and sources of funding therefor, which, following approval of such Annual Budget by the Board may be incurred and obtained by the Company without additional approval by the Board. The Board shall consider the Annual Budget for approval pursuant to Section 8.4 prior to the start of the Fiscal Year to which it pertains and shall use commercially reasonable efforts to resolve any disagreements as to any item contained in the Annual Budget prior to such time. If any Annual Budget submitted to the Board in accordance with this Section 11.2(b) is not approved by the Board prior to the start of the Fiscal Year to which it pertains, then pending approval of a new Annual Budget pursuant to Section 8.4, the Annual Budget most recently approved by the Board pursuant to Section 8.4, excluding all non-recurring items, shall remain in effect as the Annual Budget for the next Fiscal Year, adjusted upwards by increasing the recurring fees, costs, expenses and maintenance capital expenditures set forth in such Annual Budget by the greater of five percent (5%) and the consumer price index for the immediately preceding year and the allocation of any such recurring fees, costs, expenses and expenditures shall be in the discretion of the CSO.

11.3 Operations and Maintenance of Books and Records.

(a) The Company shall keep or cause to be kept at its principal office complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business and minutes of the proceedings of the Board and the Members. The Company's financial books and records shall be maintained in accordance with GAAP unless otherwise agreed by the Board. The records shall include complete and accurate information regarding the state of the business and financial condition of the Company; a copy of the Certificate and this Agreement and all amendments thereto; a current list of the names and last known business, addresses of all Members; and the Company's federal, state, and local tax returns for the Company's six most recent tax years.

(b) Except as otherwise approved by the Board or otherwise contemplated in any other Transaction Document (including the Services Agreements), the Company shall take steps and actions necessary to (i) maintain its books and records, bank accounts and financial statements separate from any other Person, including the Members, (ii) not commingle its assets with those of any other Person, including the Members, (iii) conduct its business in its own name, (iv) pay expenses and liabilities out of its own funds, (v) observe all organizational formalities required under the Act, (vi) not guarantee or become obligated for, or pledge its assets for, the debts or liabilities of any of the Members, or hold out its credit as being available to satisfy the obligations of the Members, (vii) conduct its business in offices which are physically segregated from those of its Affiliates and Members or, if unable to be segregated, allocate fairly and reasonably any overhead for shared office space, (viii) use its distinct stationary, invoices and checks, (ix) at all times hold itself out to the public and all other Persons as a legal entity separate from any other Person and correct any known misunderstanding regarding its separate identity, (x) have a mailing address and telephone and telecopy numbers different than those of its Members, (xi) be duly qualified and in good standing as a foreign company under applicable Law in each state in which its assets are located and such qualification is necessary or advisable, (xii) maintain an arm's length relationship with its Members, (xiii) pay the salaries of its own employees and (xiv) maintain adequate capital for its operation and business purposes at all times.

(c) None of the Company or any Member may use the name, trade name, trademark, logo, acronym or other designation of any other Member or its Affiliates in connection with any press release, advertising, publicity materials or otherwise without the prior written consent of such Member.

11.4 Inspection of Books and Records; Access.

(a) Each Class A/B Member shall have the right, on reasonable request, to have reasonable access during normal business hours to the officers, employees and offices of the Company Parties and to their contracts, financial statements, operating information and other books and records, in each case, at the sole cost and expense of the Class A/B Member.

(b) Each Class A/B Member shall have the right, on reasonable request, to obtain from the Company, promptly after they are available, a copy of the Company's federal, state, and local income tax or information returns for each year.

11.5 Information.

(a) Any information obtained by a Member relating to the Company Parties shall be subject to the provisions of this Section 11.5. Each Member agrees that all Confidential Information shall be kept confidential by such Member and shall not be disclosed by such Member in any manner whatsoever and shall be used by such Member solely for purposes related to its investment in the Company; provided, however, that Confidential Information may be disclosed as follows:

(i) to the extent to which the Company consents in writing;

(ii) to the Affiliates, managers, directors, officers, employees and authorized representatives (including attorneys, accountants, consultants and financial advisors) of such Member and of such Member's Affiliates (collectively, "Representatives") who have a need to know the Confidential Information solely (i) to monitor such Member's equity interest in, or commercial relationship with, the Company and (ii) to assist with respect to approval of petitions for capital relief and risk loss sharing; provided that, in each case, such Representative is informed of these confidentiality provisions and is under a legal obligation to treat such information confidentially;

(iii) to Persons that are prospective purchasers of the Units, the Representatives of such prospective purchasers and the lenders and/or potential lenders to such prospective purchasers (and to the Affiliates and Representatives of such lenders or potential lenders of such prospective purchasers), but solely to the extent that each such Person (i) agrees to use such information solely for purposes of evaluating their proposed investment in the Company and (ii) is informed of these confidentiality provisions and agree to confidentiality undertakings consistent with the confidentiality undertakings set forth in this Section 11.5;

(iv) as may be required or requested by any Governmental Authority, Law or legal process; provided, that, to the extent permitted by Law, prior to making such disclosure, the Member shall provide the Company reasonably prompt notice of any such required disclosure and, if reasonably requested by the Company, assist the Company, at the Company's expense, in seeking a protective order to prevent the requested disclosure;

(v) to the extent reasonably necessary in connection with such Member's enforcement of its rights under this Agreement; and

(vi) as may be required or requested in connection with discussions with any Governmental Authority in connection with approval of petitions for capital relief and risk loss sharing.

(b) Each Member shall be responsible for any breach of this Section 11.5 by any Person to whom such Member discloses Confidential Information in accordance with this Section 11.5.

(c) The Palantir Member shall notify the Company in writing promptly after the Palantir Member makes a formal proposal to provide any Trader Oversight Solutions (which are not prohibited by Section 11.6(b)) to any Person which Trader Oversight Solutions have not previously been provided by the Palantir Member. The Company shall not share any of the information provided by the Palantir Member pursuant to this this Section 11.5(c) with the Credit Suisse Member or any Third Party. For the avoidance of any doubt, the Palantir Member shall provide the information specified in this Section 11.5(c) in a manner that does not result in any breach of any pre-existing binding confidentiality obligations or violate any applicable Laws. The obligations of the Palantir Member that are set forth in this Section 11.5(c) shall terminate on the effective date of a Liquidation Event.

11.6 Restrictive Covenants.

(a) Non-Solicitation/Non-Hire Obligations. From the Effective Date until the earlier of (i) the date that the Company effects a Liquidation Event and (ii) the date that is one (1) year following the date that a Class A/B Member no longer holds any Units, such Class A/B Member shall not, and shall cause their Affiliates not to, without the prior written consent of the Company, directly or indirectly, (x) solicit for employment any employee of any of the Company Parties or (y) knowingly induce or encourage any employee of any of the Company Parties to no longer be employed by any of the Company Parties. Notwithstanding the foregoing, this Section 11.6(a) shall not prohibit a Class A/B Member or any of its Affiliates from (A) engaging in general solicitations to the public or general advertising not targeted at employees of any of the Company Parties, (B) hiring any Person that responds to such general solicitation or general advertising or (C) hiring any former employee of any of the Company Parties, provided that such employee does not, during the twelve (12) month period immediately following the termination of such former employee's employment with any of the Company Parties, work, advise, engage or participate or perform any similar contribution with respect to any matters, proposals, assignments, tasks or activities relating to any Operational Risk Reduction Solutions that were undertaken as of, or planned to be undertaken by the Company pursuant to the Company's then-current product roadmap within six (6) months following the date of such former employee's termination of employment with any of the Company Parties. For the avoidance of doubt, none of the restrictions in this Section 11.6(a) shall apply to any employee of a Member who (I) is seconded by such Member to the Company for a fixed period of time and subsequently returns to employment with such Member following the conclusion of his or her secondment or (II) solely provides services to the Company other than on a seconded basis (*e.g.*, as an independent contractor) pursuant to a services agreement between such Member and the Company.

(b) Non-Competition Obligations.

(i) Subject to Section 11.6(b)(ii), during the Covenant Restricted Period, the Class A/B Members (and former Class A/B Members) shall not, and shall cause their respective controlled Affiliates not to, without the prior written consent of the Company, directly or indirectly, (1) engage in a business that provides Enhanced Trading Oversight Solutions other than through the Company Parties or (2) directly own any equity interest in, manage, operate, control or invest or participate (including as a joint venture partner, agent, representative, consultant or lender) in any Person that provides Enhanced Trading Oversight Solutions other than the Company Parties; provided, however, that it shall not be deemed to be a violation of the foregoing for the Class A/B Member or their controlled Affiliates to invest in any Person which invests in, manages or operates a business that provides Enhanced Trading Oversight Solutions so long as the Class A/B Member's or their controlled Affiliates' investment is less than five percent (5%) of the outstanding voting power or ownership interest in such Person and none of such Class A/B Member or any of their controlled Affiliates Controls such Person.

(ii) The Palantir Member shall not be deemed to be in violation of the terms set forth in Section 11.6(b)(i) solely to the extent that the Palantir is taking the actions set forth in Section 13.4(a).

(iii) For the avoidance of any doubt, the Credit Suisse Member shall not be deemed to be in violation of the terms set forth in Section 11.6(b)(i) if the Credit Suisse Member investigates, invests in, acquires or otherwise engages other technology companies and platforms that may be competitive with the Palantir Member or the Company and which provide Trader Oversight Solutions and other Operational Risk Reduction Solutions that are not Enhanced Trading Oversight Solutions.

(iv) For the avoidance of any doubt, the Palantir Member shall not be deemed to be in violation of the terms set forth in Section 11.6(b)(i) if the Palantir Member provides Trader Oversight Solutions and other Operational Risk Reduction Solutions that are not Enhanced Trading Oversight Solutions; provided that (A) the Palantir Member shall (x) remove its Trader Oversight Solutions use cases from its website within five (5) Business Days of the Effective Date and (y) the Palantir Member shall not (and shall cause its Affiliates to not) actively market Trader Oversight Solutions to Persons who have not entered into a license agreement with Palantir prior to the Effective Date and (B) once the Company is able to provide Enhanced Trading Oversight Solutions to potential Clients, the Palantir Member will work cooperatively with the Company and the Credit Suisse Member to upgrade customers of the Palantir Member from Trader Oversight Solutions to Enhanced Trading Oversight Solutions provided by the Company.

(c) The Company and the Class A/B Members acknowledge that (i) the covenants set forth in this Section 11.6 are an essential element of this Agreement and (ii) this Section 11.6 constitutes an independent covenant and shall not be affected by performance or nonperformance of any other provision of this Agreement.

11.7 Class C Members.

(a) Each Class C Member will either (as appropriate in accordance with the Class C Member's tax residence) (i) within thirty (30) days following the receipt of any Class C Units, file with the Internal Revenue Service an election authorized by Section 83(b) of the Code with respect to such and will deliver to the Company a copy of such election promptly after its filing; (ii) within fourteen (14) days following the receipt of any Class C Units join with his or her employer in entering into an election pursuant to Section 431 of the Income Tax (Earnings and Pensions) Act 2003 ("ITEPA"); or (iii) enter into any equivalent election and comply with any equivalent filing obligation as applicable in the Class C Member's jurisdiction.

(b) The Class C Units are issued in consideration of services rendered and to be rendered by the holders for the benefit of the Company in their capacities as Members of the Company. Such Class C Units are intended to constitute "profits interests" as that term is used in Revenue Procedures 93-27 and 2001-43 or, to the extent Revenue Procedures 93-27 and 2001-43 are superseded by the proposed regulations under IRS Notice 2005-43, then to the extent such regulations are applicable, if at all, to such Class C Units, and the provisions in this Agreement shall be interpreted consistently with such intent. The Company and the holders of Class C Units shall file all U.S. federal income tax returns consistent with such characterization.

11.8 Compliance Policy. The Company will develop, maintain, and implement an internal compliance program (the "Compliance Program") as the Board acting by Super

Majority Vote deems necessary to oversee the Company's compliance with applicable laws and regulations and implement policies in furtherance thereof, including policies relating to anti-corruption and anti-bribery, trade controls, insider trading, data security and handling, securities, employment as well as any policies that may be necessary or advisable due to the status of a Member as an Affiliate of a Bank Holding Company. The Compliance Program will address such topics, and be administered in such a manner, as the Board, acting by Super Majority Vote, may determine from time to time.

ARTICLE XII.
TAXES

12.1 Tax Returns. The Company shall, and shall cause the Subsidiaries to, prepare and timely file all U.S. federal, state and local, and foreign tax returns required to be filed by them. Unless otherwise agreed by the Board, any U.S. tax return (and, to the extent reasonably practicable, any non-U.S. tax return) of the Company Parties shall be prepared by an independent public accounting firm of recognized national standing selected by the Board. Each Member shall furnish to the Company upon written request all pertinent information in its possession relating to the Company's or any of its Subsidiaries' operations that is necessary to enable the Company's or any of its Subsidiaries' tax returns to be timely prepared and filed. The Company shall deliver not later than June 1 of each year, to each Person who was a Member at any time during the previous year, all information reasonably necessary for the preparation of such Person's U.S. federal income tax returns and any state, local and foreign income tax returns which such Person is required to file as a result of the Company being engaged (if applicable) in a trade or business within such state, local or foreign jurisdiction, including a statement on Schedule K-1 (or successor form) showing such Person's share of income, gains, losses, deductions, and credits for such year for U.S. federal income tax purposes (and, if applicable, state, local or foreign income tax purposes). The Company shall bear the costs of the preparation and filing of its tax returns.

12.2 Tax Partnership. It is the intention of the Members that the Company be classified as a partnership for U.S. federal and other applicable U.S. state and local income tax purposes. Neither the Company nor any Member shall make an election for the partnership to be excluded from the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state Law or to be classified as other than a partnership pursuant to Regulation §301.7701-3, unless otherwise determined by the Board in accordance with Section 8.3(u).

12.3 Tax Elections. The Company shall make the following elections on the appropriate forms or tax returns:

(a) to adopt the calendar year as the Company's taxable year, if permitted under the Code;

(b) to adopt the accrual method of accounting and to keep the Company's books and records on the U.S. federal income tax method;

(c) to elect to amortize the organizational expenses of the Company as permitted by Code Section 709(b);

(d) if the Company is a small partnership that is not subject to the TEFRA unified audit rules contained in Sections 6221 through 6234 of the Code (either on the Effective Date or subsequently as a result of any Transfer of Units), to elect under Code Section 6231(a)(1)(B)(ii) to not be treated as a small partnership and thereby have the TEFRA unified audit rules contained in Code Sections 6221 through 6234 apply to the Company, which election shall be made from time to time in the manner and at the time required by Regulations § 301.6231(a)(1)-1 so that the Company is subject to the TEFRA unified audit rules contained in Sections 6221 through 6234 of the Code for all taxable years ending after the Effective Date to the extent such rules are applicable; and

(e) any other election the Board may deem appropriate.

12.4 Tax Matters Member.

(a) The Credit Suisse Member shall be the "tax matters partner" of the Company pursuant to Code Section 6231(a)(7) (to the extent applicable) and the "partnership representative" within the meaning of Code Section 6223(a) (as in effect under the Bipartisan Budget Act of 2015), subject to replacement from time to time as determined by the Board in accordance with Section 8.3(v) and any forthcoming published guidance (in either capacity, the "Tax Matters Member"). Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

(b) The Tax Matters Member shall provide the Members with copies of all notices and other written communications relating to the Company received by the Tax Matters Member from the IRS (or other applicable tax authority) or sent by the Tax Matters Member to the IRS (or other applicable tax authority) and shall notify the Class A/B Members, any other Member required under the Code or applicable Treasury Regulations and any person who was Class A or Class B Member in the year subject to audit of all meetings or conferences with the IRS (or other applicable tax authority). The Members shall (at the Company's expense) provide reasonable assistance to and shall reasonably cooperate with the Tax Matters Member as the Tax Matters Member shall reasonably request in connection with any IRS (or other applicable tax authority) audit or other proceeding, including providing information with respect to any transactions entered into between such Member and the Company, it being understood that this sentence shall not limit the Member's rights and obligations under this Section 12.4.

(c) To the extent applicable, no Member shall file a request pursuant to Code Section 6227 for an administrative adjustment of Company items for any taxable year without first notifying the other Members in writing at least thirty (30) days in advance. If each Class A/B Member consents in writing to such request pursuant to Code Section 6227, the Tax Matters Member shall file the request for the administrative adjustment on behalf of all the Members and the Company. If such unanimous consent of the Class A/B Members is not obtained within thirty (30) days from such notice by the requesting Member, or within the period required to timely file the request for administrative adjustment, if shorter, any Member,

including the Tax Matters Member, may file a request for administrative adjustment on its own behalf to the extent permitted under the Code. To the extent applicable, any Member intending to file a petition under Code Sections 6226(b) or 6228(b) or other Code Section with respect to any item involving the Company shall notify the other Members with thirty (30) days advance notice in writing of such intention and the nature of the contemplated proceeding. In the case where the Tax Matters Member is the Member intending to file a petition under Code Sections 6226(a) or 6228(a) (or under Code Section 6234, as in effect under the Bipartisan Budget Act of 2015) on behalf of the Company, each Class A/B Member shall consent in writing to the filing of such petition and such notice to the Members shall be given within a reasonable period of time to allow the other Members to participate in the choosing of the forum in which such petition will be filed. To the extent applicable, any Member that enters into a settlement agreement with respect to any "nonpartnership item" with respect to the Company (within the meaning of Code Section 6231(a)(4)) shall notify the other Members of such settlement agreement and its terms within ninety (90) days from the date of the settlement. No Member (including the Tax Matters Partner), shall, without the prior written consent (not to be unreasonably withheld, conditioned or delayed) of each Class A/B Member (including the Tax Matters Partner), enter into any settlement agreement or other disposition with respect to any Company item (within the meaning of Code Section 6231(a)(3)) that would reasonably be expected to have a materially adverse effect on the Company or such Class A or Class B Member.

(d) The Members shall use commercially reasonable efforts to give written notice, at least thirty (30) days prior to filing a notice of inconsistent treatment under Code Section 6222(b) (or under Code Section 6222(c), as in effect under the Bipartisan Budget Act of 2015), to the Class A/B Members of such notice of inconsistent treatment under Code Section 6222(b) (or under Code Section 6222(c), as in effect under the Bipartisan Budget Act of 2015), and such notice to the Class A/B Members shall reasonably describe the manner in which the Member's intended treatment of an item is (or may be) inconsistent with the treatment of that item by the other Members; provided, that no Member shall have any liability to the Company or to any other Members as a result of a failure to provide such notice.

(e) Unless consented to by each Class A/B Member, the Company will elect to have Section 6226 of the Code (as in effect under the Bipartisan Budget Act of 2015) apply with respect to any imputed understatement of the Company and will cause the Company to follow the procedures set forth such Section of the Code or other applicable guidance as is necessary for such election to be effective.

12.5 Certain Restrictions on Non-U.S. Operations. The Company shall not directly or indirectly own assets, conduct business or otherwise engage in activities that would cause the Company (as opposed to a Subsidiary that is characterized as an association taxable as a corporation for U.S. federal income tax purposes) to have a permanent establishment outside the United States or that would cause any Member to be required to file an income tax return or pay income tax in any jurisdiction outside the United States solely as a result of the Company's or the Subsidiaries' activities in such jurisdiction. It is intended that any permanent establishment outside the United States be conducted through a subsidiary of the Company that is classified as an association taxable as a corporation for U.S. federal income tax purposes. In addition, the Company shall not directly or indirectly own any interest in a "separate unit" (including any "hybrid entity" within the meaning of Regulations § 1.1503(d)-1(b)(3) or any

"foreign branch" as defined in Regulations § 1.367(a)-6T(g)(1) for purposes of Regulations § 1.1503(d)-1(b)(4)) for purposes of the "dual consolidated loss" rules promulgated under Section 1503(d) of the Code. In furtherance of the foregoing, the Company shall consult with its tax advisors prior to directly or indirectly engaging in any business or activities that could reasonably be expected to result in (i) the Company (or any Subsidiary of the Company that is characterized as an entity disregarded as separate from the Company for U.S. federal income tax purposes) having a permanent establishment outside the United States, (ii) any Member being required to file an income tax return or pay income tax in a jurisdiction outside the United States solely as a result of the Company's or the Subsidiaries' activities in such jurisdiction or (iii) the Company directly or indirectly owning any interest in such a "separate unit," and the Company shall take, and shall cause the Subsidiaries to take, any actions recommended by its tax advisors to enable the Company to comply with its obligations under this Section 12.5.

12.6 Survival. The provisions of this Article XII shall survive the termination of the Company or the termination of any Member's interest in the Company and will remain binding on the Member for the period of time necessary to resolve with the IRS or other tax agency any and all income tax matters relating to the Company.

ARTICLE XIII.
DISSOLUTION, WINDING UP AND TERMINATION

13.1 Dissolution.

(a) The Company shall be dissolved and its affairs shall be wound up on the first to occur of the following (each a "Liquidation Event"): (i) upon the expiration of the Term, (ii) the termination of the legal existence of the last remaining member of the Company or the occurrence of any other event which terminates the continued membership of the last remaining member of the Company in the Company unless the Company is continued without dissolution in a manner permitted by the Act, (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act, (iv) the sale or transfer of all or substantially all of the Company's assets or (v) as provided for in Section 13.2 hereof. For clarity, a Liquidation Event will be deemed to have occurred under Section 13.2 upon the issuance of a written notice by the Palantir Member or Credit Suisse Member, as applicable, to the Board pursuant to Section 13.2(c) or Section 13.2(d) directing the Board to commence a liquidation or winding-down of the Company's business. For further clarity and notwithstanding anything in this Agreement to the contrary, no further Board actions, votes or approvals, including any of the approvals or votes referenced under Section 8.3 or Section 8.4, will be required or necessary to authorize a wind down upon the occurrence of a Liquidation Event.

(b) Except as otherwise provided in this Section 13.1, to the maximum extent permitted by the Act, the death, retirement, resignation, expulsion, Bankruptcy or dissolution of a Member shall not constitute a Liquidation Event and, notwithstanding the occurrence of any such event or circumstance, the business of the Company shall be continued without dissolution.

(c) For the avoidance of any doubt, and subject to the terms of 13.4(a), the terms of Section 11.6(b) shall continue to be applicable after a Liquidation Event until the end of the Covenant Restricted Period.

13.2 Early Liquidation Discussion.

(a) Within thirty (30) days of the twenty-four (24) month anniversary of the Effective Date (the "Performance Review Meeting Date"), the Credit Suisse Manager and Palantir Manager shall convene a Board meeting with the Company's executive management team to review and make a good-faith determination as to the performance of the Company from the Effective Date through the Performance Review Meeting Date and to discuss changes that should be made to enhance the long-term commercial viability of the Company. Such holistic review shall include but not be limited to a comprehensive analysis of the performance of the Officers and Company employees to date, the Company's go-to-market strategy, a reconciliation of the Company's performance against the Business Plan, and a review of the Company's financial statements.

(b) If, in the reasonable judgment of one or both of the Credit Suisse Manager or the Palantir Manager based on the aforementioned holistic review, the Company's performance prior to the Performance Review Meeting Date materially fails to achieve the metrics/milestones set forth in the then-current Business Plan or the Company's financial objectives or go-to-market strategy, or the performance of the Company's Officers or employees is otherwise unsatisfactory, the Members will work in good faith to establish a set of qualitative and quantitative business and performance metrics/milestones designed to bring the Company, including its Officers and employees, back in line with the then-current Business Plan, go-to-market strategy, financial and other performance objectives, as applicable, to be achieved by the Company and its personnel, as applicable, within an eighteen (18) month period following the establishment of such metrics (the "Milestones").

(c) If the parties agree on the Milestones within ninety (90) days after the Performance Review Meeting Date, the Company will be expected to achieve the Milestones during the eighteen (18) months from the end of such ninety (90) day period (the "New Milestone Period") and the Members agree that if the Millstones are achieved in all material respects during the New Milestone Period, the performance of the Company will be satisfactory to the Members. If, despite negotiating in good faith, the Credit Suisse Manager and the Palantir Manager are unable to agree on the appropriate Milestones within the aforementioned ninety (90) day period, then the Company will continue to operate in the ordinary course of business and each of the Palantir Member and Credit Suisse Member shall have the right, but not the obligation, upon the issuance of written notice to the Board to cause the Board to commence a Liquidation Event and/or otherwise wind down the business of the Company within ninety (90) days following the thirty-six (36) month anniversary of the Effective Date.

(d) At the conclusion of the New Milestone Period, the Credit Suisse Manager and Palantir Manager shall convene a Board meeting with the Company's executive management team to make a good-faith determination as to whether the Company has substantially achieved its Milestones. If, in the reasonable good faith judgment of either the Palantir Member or the Credit Suisse Member, the Company has failed to substantially achieve

the agreed upon Milestones prior to the New Milestone Period, then each of the Palantir Member and Credit Suisse Member will thereafter have the right, but not the obligation, upon the issuance of notice to the Board at any time during the ninety (90) day period following the conclusion of the meeting described above, to cause the Board to commence a Liquidation Event, notwithstanding any objection from the other party to such Liquidation Event.

13.3 Distribution of Liquidation Proceeds. Subject to Section 13.4, upon the occurrence of a Liquidation Event, (i) the Board will take full account of the Company's liabilities and assets, (ii) the Company's assets will be liquidated as promptly as is consistent with obtaining the fair value thereof and (iii) the proceeds from the liquidation of the Company's assets will be applied and distributed in the following order:

(a) First, to the payment and discharge of all of the Company's debts and liabilities (including debts and liabilities to the Members, to the extent permitted by Law), whether by payment or the making of reasonable provision for payment thereof; and

(b) Second, to the Members in accordance with Section 6.3 (such distribution, a "Liquidating Distribution").

13.4 IP Liquidation Distributions. Notwithstanding anything to the contrary set forth in Section 13.3:

(a) Upon a Liquidation Event that is not triggered by the sale of substantially all of the assets of the Company to a Third Party (a "Non-Sale Liquidation Event"):

(i) The Members shall negotiate in good faith to agree to a process for an orderly wind-down of the Company Business (a "Liquidation Plan") that preserves the reputation of the Company and its Members and provides all Clients that have existing client agreements with any of the Company Parties (an "Existing Client Agreement") with the opportunity, at their sole election, to continue enjoying Enhanced Trading Oversight Solutions or such other intellectual property licenses or services (collectively, "Client Services") being provided by such Company Parties to such Client pursuant to such Existing Client Agreement for the remaining term of each Existing Client Agreement (a "Continuation Election").

(ii) To the extent a Client makes a Continuation Election (a "Continuing Client"), Palantir or one or more of its wholly-owned Subsidiaries (a "Palantir Party") shall, subject to its receipt of licenses to any Client Services IP pursuant to Section 13.4(b) or Section 13.4(c), assume the obligations under the Existing Client Agreement through the remainder of the applicable term and shall do so by electing (in its sole discretion) to (x) cause an assignment of the Existing Client Agreement from the applicable Company Party to a Palantir Party such that such Palantir Party takes the place of the Company Party as a party under the Existing Client Agreement (a "Direct Assignment"), or (y) enter into a sub-contracting agreement with the applicable Company Party pursuant to which a Palantir Party shall assume responsibility for performing the Company Party's obligations arising under such Existing Client Agreement (a "Subcontracting Arrangement"); provided that in the case of either a Direct Assignment or a Subcontracting Arrangement, no Palantir Party shall assume any responsibility

or liability for any obligations, damages or liabilities which may have accrued prior to the Continuation Election (other than in its capacity as a Member of the Company).

(iii) During the Covenant Restricted Period no such Existing Client Agreement that has been assigned to a Palantir Party through a Direct Assignment or that is being serviced through a Subcontracting Arrangement may be thereafter renewed or extended by the applicable Company Party or a Palantir Party or novated or otherwise assumed by a Palantir Party; provided that the foregoing shall not prevent a Palantir Party from assuming the obligations of an Existing Client Agreement pursuant to a Direct Assignment or thereafter assigning such obligations under the Existing Client Agreement to another Palantir Party during the term of the Existing Client Agreement. Notwithstanding the foregoing, in the event that (x) a Continuing Client requests a continuation of services beyond the term specified in the Existing Client Agreement and (y) a Palantir Party desires to provide such services by entering into a new agreement with the Continuing Client or, in the case of a Direct Assignment, by renewing or extending the obligations set forth in the Existing Client Agreement (a "Palantir Novation"), then Palantir shall provide written notice of such request to the Credit Suisse Member and seek the Credit Suisse Member's written consent to the Palantir Novation. The Credit Suisse Member shall take into consideration each such request on its merits on a case by case basis, including by taking into account Palantir's views with respect to the merits of such a Palantir Novation, and shall respond to any such request within a reasonable timeframe. The Credit Suisse Member's decision as to whether or not to grant consent for a Palantir Novation pursuant to this Section 13.4(a)(iii) shall be in the sole discretion of the Credit Suisse Member.

(iv) In the case of a Direct Assignment or a Subcontracting Arrangement, all Continuing Clients shall pay license, maintenance and service fees (as applicable) on the terms set forth in the Existing Client Agreement. The Expected Profits from the Existing Client Agreements of Continuing Clients that are assumed by a Palantir Party through the use of a Subcontracting Arrangement pursuant to Section 13.4(a)(ii) for the duration of the applicable Company Party's existing contractual obligations under the Existing Client Agreement shall be paid to the Company and shall be included in the Liquidating Distribution pursuant to the Liquidation Plan. The Expected Profits from the Existing Client Agreements of Continuing Clients that are directly assigned to a Palantir Party through a Direct Assignment pursuant to Section 13.4(a)(ii) for the duration of the applicable Company Party's existing contractual obligations under the Existing Client Agreement shall be paid by Palantir to the Company and shall be included in the Liquidating Distribution pursuant to the Liquidation Plan; provided that Palantir may elect to hold-back a reasonable amount from such Expected Profits, not to exceed five percent (5%) of such Expected Profits, to cover any direct out of pocket costs incurred, or that could reasonably expected to be incurred, by Palantir in connection with any claims made, or that could reasonably be expected to be made, against a Palantir Party by the Continuing Clients arising under such assumed Existing Agreements following the expiration or termination thereof (the "Holdback Amount"). Upon the earlier of (A) two (2) years after the Non-Sale Liquidation Event and (B) the date that Palantir concludes in good faith that there is no longer any material risk of such a claim being made, it will promptly pay the remaining Holdback Amount to the Company for distribution to the Members as a subsequent Liquidating Distribution. For the avoidance of doubt, the economic arrangements associated with any Palantir Novation approved by the Credit Suisse Member pursuant to Section 13.4(a)(iii) shall be discussed by Palantir and the Credit Suisse Member shall not be automatically subject to the

preceding sentence. "Expected Profits" means (x) the gross revenues from the Existing Client Agreements of Continuing Clients that are subject to a Direct Assignment or a Subcontracting Arrangement pursuant to this Section 13.4(a) minus (y) the direct costs reasonably expected to be incurred or actually incurred in connection with the delivery of the Client Services pursuant to such Existing Client Agreements (including any license fees in respect of any Client Services IP licensed pursuant to Section 13.4(b) or Section 13.4(c)).

(b) In the event a Non-Sale Liquidation Event occurs:

(i) The Company's rights to continue to utilize any of the Credit Suisse Licensed IP or Palantir Licensed IP licensed to the Company pursuant to the License Agreements, and the right of any of its Subsidiaries to continue to utilize any of the Credit Suisse Licensed IP or Palantir Licensed IP which may have been licensed to them by the Company, shall terminate in accordance with the terms of the License Agreements; provided that in the event that Palantir elects to enter into any Subcontracting Arrangements in respect of Continuing Clients, the applicable Company Party shall retain its rights to continue to utilize the Palantir Licensed IP licensed to such Company Party pursuant to the Palantir License Agreement for as long as such Subcontracting Arrangement remains in effect.

(ii) To the extent necessary to enable the Company Parties and Palantir to continue providing the Client Services to the Company Parties' Continuing Clients pursuant to the terms of the Existing Client Agreements through a Direct Assignment or a Subcontracting Arrangement, it is the parties' expectation that the Company IP and all other intellectual property used by the Company Parties that is necessary to provide such Client Services, including any Credit Suisse Licensed IP or any intellectual property owned by another Member or its Affiliates and licensed to the Company Parties (the "Client Services IP"), shall be licensed to Palantir at no charge on terms to be reasonably agreed upon by Palantir, on the one hand, and the applicable Company Parties or such other Member or its Affiliate(s), as applicable, on the other hand, for the sole purpose of providing the Client Services to the Continuing Clients through a Direct Assignment or a Subcontracting Arrangement as contemplated by Section 13.4(a).

(c) Subject to the requirements of Section 13.4(b) in respect of any Client Services IP, in the event a Non-Sale Liquidation Event occurs all of the intellectual property which is owned by any of the Company Parties (collectively, "Company IP") shall be sold to one or more Third Parties or monetized in a manner that maximizes value for the Members, in each case as approved by Super Majority Vote, and all proceeds resulting therefrom shall be included in the Liquidating Distribution. Prior to any sale of Company IP to any Third Party upon a Liquidation Event, the Company shall provide each of the Credit Suisse Member and the Palantir Member with written notice (a "Company IP Sale Notice") of such planned sale, including the price, the identity of the purchaser and the material terms of the proposed sale. Each of the Credit Suisse Member and the Palantir Member shall have a period of twenty (20) Business Days from receipt of a Company IP Sale Notice to notify the Company that such Member has elected to purchase such Company IP for the purchase price set forth in the Company IP Sale Notice. If one of the Credit Suisse Member or the Palantir Member exercises its purchase right within such twenty (20) Business Day period, the Company and such Member shall promptly enter into a definitive agreement to transfer and sell the Company IP identified in

the applicable Company IP Sale Notice to such Member on the terms set forth in the Company IP Sale Notice. If both the Credit Suisse Member and the Palantir Member exercises its purchase right within such twenty (20) Business Day period, the Company shall notify both Members of such occurrence in writing. In such event each of the Credit Suisse Member and the Palantir Member shall have the right to submit a higher price offer (on the same other terms and conditions) for the applicable Company IP to the Company within ten (10) Business Days of receipt of written notification from the Company. In such case, the Member offering to pay the highest price shall promptly enter into a definitive agreement to transfer and sell the Company IP identified in the applicable Company IP Sale Notice to such Member on the terms set forth in the Company IP Sale Notice. If neither the Credit Suisse Member nor the Palantir Member exercises its purchase right within such twenty (20) Business Day period, the Company shall be free to sell the applicable Company IP to the Third Party purchaser identified in the Company IP Sale Notice on the terms set forth in the Company IP Sale Notice. For clarity, any Person that purchases the Company IP pursuant to this Section 13.4(c) shall take ownership of it subject to the terms and conditions of any licenses to such intellectual property granted by the Company Parties prior to, and in effect as of, the effective date of such purchase. Without limiting the Credit Suisse Member's obligations under Section 13.4(b)(ii), if the Credit Suisse Member purchases any of the Company IP pursuant to this Section 13.4(c), it is the parties' expectation that Palantir shall receive a license to such Company IP from the Credit Suisse Member, at no charge, to the extent that, and for the time period for which, such Company IP is necessary for Palantir to provide the Client Services to the Continuing Client for the duration of the term of their Existing Client Agreements as contemplated in Section 13.4(a), subject only to Palantir entering into a license agreement with the Credit Suisse Member on terms and conditions to be reasonably agreed upon by Palantir and the Credit Suisse Member.

13.5 Deficit Capital Accounts. No Member shall be required to pay to the Company, to any other Member or to any Third Party any deficit balance which may exist from time to time in the Member's Capital Account.

13.6 Certificate of Cancellation. On completion of the distribution of Company assets as provided herein, the Board (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to Section 2.5, and take such other actions as may be necessary to terminate the existence of the Company. Upon the effectiveness of the Certificate of Cancellation, the existence of the Company shall cease.

13.7 Return of Contribution Nonrecourse to Other Members. Upon dissolution, each Member will look solely to the assets of the Company for the return of the Member's Capital Contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the Capital Contribution of any Members, such Member will have no recourse against any other Member.

ARTICLE XIV.
GENERAL PROVISIONS

14.1 Notices.

(a) Except as expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or required to be given hereunder shall be in writing and shall be deemed to be duly given (i) upon delivery, if personally delivered; (ii) on the date delivered by e-mail or fax (with confirmation of transmission); (iii) upon the earlier of actual receipt thereof and five (5) Business Days after the date of deposit in the United States mail, if mailed by certified mail, return receipt requested; or (iv) on the first Business Day after the date of deposit with the delivery service, if delivered by any internationally recognized overnight delivery service. Such communications must be sent to the following addresses (or any other address that any such party may designate by written notice to the other parties):

(i) if to the Company:

Attn: Chief Supervisory Officer
404 Fifth Avenue
New York, NY 10018

and

Attn: Chief Information Officer
14 Gray's Inn Road
London, WC1X 8HN
United Kingdom

(ii) if to the Palantir Member:

Palantir Technologies Inc.
100 Hamilton Ave., Suite 300
Palo Alto, CA 94301
Attn: Matt Long
E-mail: mlong@palantir.com

with a copy to:

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP
One Marina Park Dr.
Suite 900
Boston, MA 02210
Attn: Timothy H. Ehrlich
E-mail: tehrlich@gunder.com

(iii) if to the Credit Suisse Member:

c/o Credit Suisse Securities (USA) LLC
11 Madison Avenue
New York, NY 10010
Attn: Lara Warner
E-mail: lara.warner@credit-suisse.com

with a copy to:

Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Attn: Vivian A. Maese; James C. Gorton

E-mail: vivian.maese@lw.com;james.gorton@lw.com

(iv) if to any other Member, at such Member's address as provided to the Company.

(b) Whenever any notice is required to be given by Law or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

14.2 Entire Agreement. This Agreement (including the Exhibits and Schedules) and the other Transaction Documents (with respect to the matters contained therein) constitute the entire agreement of the Members relating to the Company with respect to the subject matter contained herein and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

14.3 Effect of Waiver or Consent. To the fullest extent permitted by Law, a waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Company. To the fullest extent permitted by Law, failure on the part of a Person to complain of any act of any Person or to declare any Person in default with respect to the Company, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

14.4 Amendment or Modification. Except as set forth in Section 8.4(a) or as otherwise provided herein, this Agreement may be amended or modified from time to time only by a written instrument that is adopted by the Board, subject to the Requisite Approvals; provided that (a) any amendment or modification that would have a disproportionate adverse effect on the Members holding a particular Class of Units relative to the Members holding any other Class of Units shall require the written consent of Members holding a majority of the Units of such disproportionately adversely effected Class; and (b) no amendment or modification shall be adopted if such amendment or modification would alter, or result in the alteration of, the limited liability of the Members. All Members shall receive notice of any amendment or modification to this Agreement.

14.5 Binding Effect. Subject to the restrictions on Transfer set forth in this Agreement, this Agreement shall be binding upon and shall inure to the benefit of the Company and each Member and Holdings and their respective heirs, permitted successors, permitted assigns, permitted distributees, and legal representatives; and by their signatures hereto, the Company and each Member and Holdings intends to and does hereby become bound. Except as

expressly provided in Article X, nothing expressed or mentioned in this Agreement is intended or shall be construed to give any Person other than the parties hereto and their respective permitted successors and assigns any legal or equitable right, remedy or claim under, in or in respect of this Agreement or any provision herein contained; provided that the Credit Suisse Client shall be deemed to be a third party beneficiary of the provisions and covenants set forth in Section 13.4(a).

14.6 Assignment. Except as otherwise expressly provided in this Agreement, the rights under this Agreement may be assigned by a Member to a Transferee of all or a portion of such Member's Units transferred in accordance with the terms and conditions of this Agreement (and shall be assigned to the extent this Agreement requires such assignment), but only to the extent of such Units so Transferred; it being understood that the assignment of any rights under this Agreement shall not constitute admission to the Company as a Member unless and until such Transferee is duly admitted as a Member in accordance with the terms of this Agreement; provided, that the rights set forth in Section 13.4 are personal to the Palantir Member and the Credit Suisse Member and may not be assigned by the Palantir Member or the Credit Suisse Member to any Substitute Member that is not an Affiliate of the Palantir Member or the Credit Suisse Member, as applicable (such rights, the "Non-Transferable Rights and Obligations").

14.7 Governing Law; Arbitration.

(a) This Agreement and any dispute arising out of, relating to or in connection with this Agreement, shall be construed (both as to validity and performance), interpreted and enforced in accordance with the Laws of the State of Delaware, without regard to any conflicts of law provisions thereof that would result in the application of the Laws of any other jurisdiction. This Agreement shall be construed in accordance with Section 18-1101 of the Act.

(b) If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through direct discussions, the dispute shall be settled by arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with its then-in-effect Comprehensive Arbitration Rules and Procedures ("JAMS Rules"). The decision of the arbitrators, including any judgment, shall be executory, and the prevailing party may enter such decision in any court having competent jurisdiction. Claims shall be heard by a single arbitrator who shall be experienced in corporate law and business transactions and who shall be appointed in accordance with Sections 9(c) and (d) of the JAMS Rules, from a panel of five (5) proposed arbitrators drawn from JAMS and submitted simultaneously to each party that is named in the dispute. The place of arbitration shall be New York, New York. Each party to the dispute will, upon written request of the other party thereto, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. Time is of the essence for any arbitration under this Agreement and arbitration hearings shall take place within ninety (90) days of filing and awards rendered within one hundred twenty (120) days. Arbitrator(s) shall agree to these limits prior to accepting appointment. Each party involved in the arbitration shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. The award of the arbitrators shall be accompanied by a reasoned opinion. Except as may be required by Law, neither any

Member nor the Company nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Company or the other Members who are a party to such dispute. Each Member and the Company shall have the right to institute judicial proceedings against another Member or anyone acting by, through or under such other Member (including the right to seek and to obtain injunctive relief) solely to enforce the instituting Person's arbitration rights or the decision of the arbitrators. Nothing in this Agreement shall be deemed as preventing any Person from seeking injunctive relief (or other provisional remedy) from any court of competent jurisdiction as necessary to protect such Person's interests.

14.8 Specific Performance. Each Member acknowledges that it shall be inadequate or impossible, or both, to measure in money the damage to the Company or the Members, if any of them or fails to comply with any of the terms of this Agreement, and that in the event of any such failure, the Company or the Members shall not have an adequate remedy at law or in damages. Therefore, each Member consents to the issuance of an injunction or the enforcement of other equitable remedies against such Member at the suit of an aggrieved party without the posting of any bond or other security, to compel specific performance of any of the obligations under this Agreement, including to prevent any Transfer of Units in contravention of any terms of Article VII and to enforce the provision of Article XI and, to the fullest extent permitted by Law, waives any defenses thereto, including the defenses of: (i) failure of consideration; (ii) breach of any other provision of this Agreement; and (iii) availability of relief in damages.

14.9 Severability.

(a) In the event of a direct conflict between the provisions of this Agreement and any mandatory, non-waivable provision of the Act, such provision of the Act shall control. If any provision of the Act provides that it may be varied or superseded in the agreement of a limited liability company (or otherwise by agreement of the members or managers of a limited liability company), such provision shall be deemed superseded and waived in its entirety if this Agreement contains a provision addressing the same issue or subject matter.

(b) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future Laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

14.10 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, the Company and each Member shall execute and deliver all such future instruments and take such other and further action as may be reasonably necessary or

appropriate to carry out the provisions of this Agreement and the intention of the parties as expressed herein.

14.11 Waiver of Certain Rights. To the maximum extent permitted by applicable Law, each Member irrevocably waives any right it might have to maintain any action for dissolution of the Company, or to maintain any action for partition of the property of the Company.

14.12 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts (including counterparts delivered via facsimile or electronic mail in .pdf or other electronic scanned format), all of which together shall constitute a single instrument. Each party to this Agreement further agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record.

14.13 Fees and Expenses. Each of the Members will be responsible for paying their own out-of-pocket fees and expenses incurred in connection with the negotiation, execution and completion of the transactions entered into in connection with this Agreement and the other Transaction Documents.

[Signature pages follow]

IN WITNESS WHEREOF, the Company and the other Members have executed this Agreement as of the date first set forth above.

SIGNAC LLC

(b) (6) [redacted]

By:

Name: Colleen Graham
Title: Authorized Signatory

PALANTIR TECHNOLOGIES INC.

By: (b) (6)

Name: Alex Karp
Title: Chief Executive Officer

CREDIT SUISSE FIRST BOSTON NEXT FUND, INC.

(b) (6) [redacted]

Name: Lara Warner
Title: Authorized Signatory

SCHEDULE I

Capital Contributions and Class A/B Units of the Members

Members	Amount	Units Issued	Date	Total Class A Units	Class A Percentage Interest	Total Class B Units	Class B Percentage Interest	Class A/B Percentage Interests
Palantir Technologies Inc.	$2,250,000	52,597.40 Class B Units	February 29, 2016	0	0%	450,000	50.00%	50.00%
	$17,000,000	397,402.60 Class B Units	April 7, 2016					
Credit Suisse First Boston Next Fund, Inc.	$2,250,000	52,597.40 Class B Units	February 29, 2016	0	0%	450,000	50.00%	50.00%
	$17,000,000	397,402.60 Class B Units	April 7, 2016					
Total	$38,500,000			**0**	**0%**	900,000	**100.00%**	**100.00%**

SCHEDULE II

Class C Units of the Members

Name	Address	Number of Class C Units Issued	Date Issued
Colleen Graham	c/o Signac, LLC 404 Fifth Avenue New York, NY 10018	30,000	April 20, 2016
Sean Hunter	c/o Signac UK Limited 14 Gray's Inn Road London, WC1X 8HN	30,000	April 20, 2016
Yvonne Wang	c/o Signac, LLC 404 Fifth Avenue New York, NY 10018	15,000	April 20, 2016
Adam Loucks	c/o Signac, LLC 404 Fifth Avenue New York, NY 10018	7,500	April 20, 2016
Total Class C Units Outstanding		82,500	

EXHIBIT A

DEFINED TERMS

The following terms used in this Agreement will have the meanings set forth below:

"Accredited Investor" has the meaning ascribed to such term in the regulations promulgated under the Securities Act.

"Act" means the Delaware Limited Liability Company Act and any successor statute, as amended from time to time.

"Additional Members" has the meaning set forth in Section 3.5(a).

"Adjusted Capital Account" means, with respect to any Member, the balance in such Member's Capital Account as of the end of the relevant taxable year or other period, after giving effect to the following adjustments:

(a) Add to such Capital Account the following items: (i) the amount, if any, that such Member is obligated to contribute to the Company upon liquidation of such Member's interest; and (ii) the amount that such Member is obligated to restore or is deemed to be obligated to restore pursuant to Regulations § 1.704-1(b)(2)(ii)(c) or the penultimate sentence of each of Regulations §§ 1.704-2(g)(1) and 1.704-2(i)(5); and

(b) Subtract from such Capital Account such Member's share of the items described in Regulations §§ 1.704-1(b)(2)(ii)(d)(4), (5) and (6).

The foregoing definition of Adjusted Capital Account is intended to comply with the provisions of Regulations § 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Affiliate" means any Person, directly or indirectly Controlling, Controlled by or under common Control with such Person; provided that for purposes of this Agreement no Member or its Affiliates shall be deemed to be an Affiliate of any of the Company Parties or of each other.

"Agreement" has the meaning specified in the preamble to the Agreement.

"Allocation Objection Notice" means any written notice delivered by a Member disputing the allocation of consideration made to any Units as part of any Bundled Transfer in a ROFR Sale Notice or Tag-Along Notice, as applicable.

"Annual Budget" has the meaning set forth in Section 11.2(b).

"Arbitration Agreement" means any arbitration agreement executed by any employee of the Company Parties with respect to the handling and resolution of any disputes between such employee and the Company Parties related to such Person's employment with any of the Company Parties.

"Available Cash" means, as of any date of determination, the following (without duplication): (i) the sum of all cash and cash equivalents of the Company Parties on hand less (ii) the amount of any cash reserves established by the Board to provide for the proper conduct of the business of the Company Parties in accordance with the Annual Budget and the Business Plan.

"Award Agreement" means any award agreement entered into between any employee of the Company Parties and the Company with respect to any Class C Units.

"Bad Act" means, with respect to any Management Covered Person, fraud, bad faith, willful misconduct, a material violation of applicable securities Laws or conduct that otherwise results in the conviction of such Person of a felony by a court of competent jurisdiction.

"Bank Holding Company" has the meaning set forth in the Bank Holding Company Act.

"Bank Holding Company Act" means the Bank Holding Company Act of 1956 (12 U.S.C. § 1841), as amended.

"Bankrupt" or "Bankruptcy" means with respect to any Person, that (a) such Person (i) makes a general assignment for the benefit of creditors; (ii) files a voluntary bankruptcy petition; (iii) becomes the subject of an order for relief or is declared insolvent in any federal or state bankruptcy or insolvency proceedings; (iv) files a petition or answer seeking for such Person a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law; (v) files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against such Person in a proceeding of the type described in sub-clauses (i) through (iv) of this clause (a); or (vi) seeks, consents to or acquiesces in the appointment of a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties; or (b) against such Person, a proceeding seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any Law has been commenced and 120 days have expired without dismissal thereof or with respect to which, without such Person's consent or acquiescence, a trustee, receiver or liquidator of such Person or of all or any substantial part of such Person's properties has been appointed and 90 days have expired without the appointment's having been vacated or stayed, or 90 days have expired after the date of expiration of a stay, if the appointment has not previously been vacated. The foregoing definition of "Bankruptcy" is intended to replace and shall supersede and replace the definition of "Bankruptcy" set forth in Sections 18-101(1) and 18-304 of the Act.

"BHC Act Threshold" means, with respect to the Credit Suisse Member as of any date of determination, an amount of Class B Units or other voting equity interests in the Company held by the Credit Suisse Member that would result in the Credit Suisse Member holding any amount of Class B Units or other voting equity interests in the Company that has been determined to be impermissible by a Governmental Authority with jurisdiction over the Credit Suisse Member.

"Board" has the meaning set forth in Section 8.1.

"Board Action" means any action to be taken by any of the Company Parties with respect to entering into, exercising, renewing, terminating, extending, modifying, waiving, compromising, asserting or enforcing any material claim, term, right or obligation.

"Board Managed Subsidiary" has the meaning set forth in Section 8.7.

"Bundled Transfer" means any Transfer by a Member that involves the direct or indirect sale of its Units, on the one hand, as well as other equity interests or assets of such Member or such Member's Affiliates, on the other hand.

"Business Day" means any day except a Saturday, Sunday or a legal holiday on which banks in New York are authorized or obligated by Law to close.

"Business Plan" has the meaning set forth in Section 11.2(a).

"Capital Account" means a capital account established and maintained for each Member in accordance with Article VI.

"Capital Contribution" means as to any Member the amount of money and the Gross Asset Value of any property contributed by the Member (and such Member's predecessor in interest) to the Company in accordance with the provisions of this Agreement.

"Capital Contribution Percentage Interest" means, with respect to any Member holding Class A/B Units as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of which is the aggregate amount of Unpaid Capital Contributions in respect of any Class A/B Units held by such Member and the denominator of which is the aggregate amount of Unpaid Capital Contributions in respect of all of the Class A/B Units outstanding.

"Certificate" means the Company's certificate of formation, as amended from time to time, filed with the Secretary of State of the State of Delaware.

"Chairman" has the meaning set forth in Section 8.2(e).

"CIO" has the meaning set forth in Section 9.1(a).

"CIO Manager" has the meaning set forth in Section 8.2(b).

"Class" means a group of Units designated as Class A Units, Class B Units or Class C Units.

"Class A Member" means any Member who has been issued Class A Units and who is listed as a Class A Member on Schedule I hereto, as such schedule may be amended from time to time, including any Person admitted to the Company as a Member after acquiring Class A Units from a Class A Member.

"Class A Percentage Interest" means, with respect to any Class A Member as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of

which is the total number of Class A Units held by such Class A Member and the denominator of which is the total number of Class A Units outstanding.

"Class A Unit" means a unit representing a limited liability company interest in the Company designated as a Class A, including any additional series of Class A Units that may be issued after the date hereof, having the rights, preferences and designations as provided for the Class A Units in this Agreement.

"Class A/B Member" means a Class A Member and/or a Class B Member, as the context requires.

"Class A/B Percentage Interest" means, with respect to any Member holding Class A/B Units as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of which is the aggregate amount of Class A/B Units held by such Member and the denominator of which is the aggregate number of Class A/B Units outstanding.

"Class A/B Units" means Class A Units and/or Class B Units, as the context requires.

"Class B Member" means any Member who has been issued Class B Units and who is listed as a Class B Member on Schedule I hereto, as such schedule may be amended from time to time, including any Person admitted to the Company as a Member after acquiring Class B Units from a Class B Member.

"Class B Percentage Interest" means, with respect to any Class B Member as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of which is the total number of Class B Units held by such Class B Member and the denominator of which is the total number of Class B Units outstanding.

"Class B Unit" means a unit representing a limited liability company interest in the Company designated as a Class B Unit, including any additional series of Class B Units that may be issued after the date hereof, having the rights, preferences and designations as provided for the Class B Units in this Agreement.

"Class C Member" means any Member who has been issued Class C Units and who is listed as a Class C Member on Schedule II hereto, as such schedule may be amended from time to time.

"Class C Percentage Interest" means, with respect to any Class C Member as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of which is the total number of Class C Units held by such Class C Member and the denominator of which is the total number of Class C Units outstanding.

"Class C Unit" means a unit representing a limited liability company interest in the Company designated as a Class C Unit, including any additional series of Class C Units that may be issued after the date hereof, having the rights, preferences and designations as provided for the Class C Units in this Agreement. For the avoidance of doubt, a Class C Unit that has been forfeited or cancelled pursuant to the terms of the Long Term Incentive Plan, an Award

Agreement or otherwise shall not be considered a "Class C Unit" (and the former holder thereof shall not be considered a "Class C Member" in respect of such former Class C Unit) for any purpose under this Agreement.

"Client" means any customer of any of the Company Parties, including the Credit Suisse Member or its Affiliates.

"Client Services" has the meaning set forth in Section 13.4(a)(i).

"Client Services IP" has the meaning set forth in Section 13.4(b)(ii).

"Code" means the Internal Revenue Code of 1986, as amended (or any corresponding provision of succeeding Law), and, to the extent applicable, the Regulations.

"Company" has the meaning specified in the preamble to the Agreement.

"Company Business" means the creation, commercialization and provision of Enhanced Trading Oversight Solutions to Persons or any other business proposed to be conducted by the Company Parties and approved by the Board, including as set forth in the Business Plan (as such is amended from time to time by the Board).

"Company IP" has the meaning set forth in Section 13.4(c).

"Company IP Sale Notice" has the meaning set forth in Section 13.4(c).

"Company Minimum Gain" has the meaning set forth in Regulations §§ 1.704-2(b)(2) and 1.704-2(d)(1) for the phrase "partnership minimum gain."

"Company Parties" means the Company and its Subsidiaries.

"Company Regulatory Repurchase" has the meaning set forth in Section 7.4(e)(ii).

"Company Sale Transaction" means, with respect to the Company, whether accomplished through a single transaction or a series of related transactions, and whether accomplished directly or indirectly: (i) any merger, consolidation, or amalgamation of any Person into the Company or the merger, consolidation, or amalgamation of the Company into any other Person unless the Person(s) that are equity holders of the Company immediately prior to the consummation of such merger, consolidation or amalgamation in aggregate own more than fifty percent (50%) of the direct or indirect voting or economic interests in the Company or in the company into which the Company is merged, consolidated or amalgamated (as applicable) immediately after giving effect to the consummation of such merger, consolidation or amalgamation, (ii) a sale of all or substantially all of the assets of the Company or (iii) the Transfer to a Person that is a Third Party (or a group of Persons that are Third Parties) of fifty percent (50%) or more of the Class A/B Percentage Interests; provided, that in case of the foregoing clauses (i), (ii) an (iii), Permitted Affiliate Transfers and Transfers among Members shall not constitute a Company Sale Transaction.

"Competitor" means any Person that (i) is a data vendor; (ii) directly or indirectly engages in any business that competes with the Company Business; or (iii) Controls any Person referred to in the foregoing clauses (i) and (ii).

"Compliance Program" has the meaning set forth in Section 11.8.

"Confidential Information" means all information, whether or not in writing, concerning the Company's and its Affiliates' business, technology, marketing plans and strategies, accounting reports and projections, employees, Members, customers, vendors, partners, business relationships or financial affairs which the Company has not released to the general public, including, any commercial, financial, technical, strategic or proprietary information contained in any form whatsoever, including data, drawings, films, documents and computer readable media, other than any information that (i) was, is or becomes generally available to the public other than as a result of a breach of this Agreement by a Member or its Representatives, (ii) was, is or becomes available to a Member from a source not known by such Member to be prohibited by a confidentiality agreement with, or other obligation of secrecy to, the Company or any of its Affiliates or (iii) is independently developed by or for such Member without the use of any such information received from the Company or its Affiliates or any of their respective Representatives.

"Continuation Election" has the meaning set forth in Section 13.4(a)(i)

"Continuing Client" has the meaning set forth in Section 13.4(a)(ii).

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by contract, or otherwise; and the terms "Controlling" and "Controlled" have corollary meanings.

"Covenant Restricted Period" means the period beginning on the Effective Date and ending on the date that is two (2) years after the earlier to occur of (i) a Liquidation Event, (ii) the date that the Company ceases to conduct its business in the ordinary course, without any successor or (iii) the date that the Palantir Parties assume responsibility (through Direct Assignments and/or Subcontract Agreements) for performing all of the Company Parties' obligations under all Existing Client Agreements of Continuing Clients during the remainder of the term of the Existing Client Agreements. For clarity, the Company will be deemed to have ceased conducting its business in the ordinary course if the Company has effectively stopped all of its operations, except for basic administrative functions needed solely to wind-down its operations and manage outstanding claims against the Company.

"Covered Person" means each current and former Member, Manager, Subsidiary Board Member, Tax Matters Member and each of their respective heirs, legal and personal representatives, executors, administrators, Affiliates, officers, managers, liquidators, partners, stockholders, managers, members and employees, in each case whether or not such Person continues to have the applicable status referred to above; provided, however, that any Person that is a Management Covered Person as defined herein shall not be a Covered Person.

"Credit Suisse" has the meaning set forth in the recitals to the Agreement.

"Credit Suisse Client" means Credit Suisse AG or any Affiliate thereof that is receiving services under the Master Services and Software License Agreement.

"Credit Suisse Contribution" has the meaning set forth in the recitals to the Agreement.

"Credit Suisse License Agreement" means that certain license agreement entered into on the Effective Date between the Company and Credit Suisse Securities (USA) LLC, as amended by the terms of the UK Side Letter and as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Credit Suisse Licensed IP" means "Licensed Intellectual Property" (as such term is defined in the Credit Suisse License Agreement) that is licensed to the Company pursuant to the terms of the Credit Suisse License Agreement.

"Credit Suisse Manager" has the meaning set forth in Section 8.2(b).

"Credit Suisse Member" has the meaning set forth in the recitals to the Agreement.

"Credit Suisse Services Agreement" means that certain Services Agreement entered into on the Effective Date between the Company and Credit Suisse Securities (USA) LLC, as amended by the terms of the UK Side Letter and as such may be amended, replaced or superseded from time to time in accordance with its terms.

"CSO" has the meaning set forth in Section 9.1(a).

"CSO Manager" has the meaning set forth in Section 8.2(b).

"Customary Documentation" means, with respect to any Transfer of Units, definitive documentation containing terms and conditions that are customary in light of the amount of Units being Transferred and the identity of the Transferor and the Transferee. For the avoidance of doubt, to the extent the Transferor is a Member that (together with its Affiliates) owns less than a fifteen percent (15%) Percentage Interest, "Customary Documentation" shall refer to customary definitive documentation that does not require such Member to (i) make representations and warranties other than those relating to such Member's good standing, due authorization, due execution, enforceability, lack of conflicts, title to Units and investment qualifications, (ii) enter into any non-solicitation or non-competition agreements or similar restrictive covenants or (iii) take any action or agree to any provision that would result in a Regulatory Event.

"Cutback Pro Rata Portion" means, with respect to a Transferring Member or a Tagging Member, a number of Units determined by multiplying (i) the total number of Class A/B Units that the Tag-Along Transferee will purchase by (ii) a fraction, the numerator of which is the number of Class A/B Units that such Member proposed to include in the Tag-Along Transfer (as set forth in the Tag-Along Notice in the case of the Transferring Member and in the Tag-Along Election Notice in the case of the Tagging Member) and the denominator of which is the aggregate number of Class A/B Units that the Transferring Member and the Tagging

Members have proposed to include in the Tag-Along Transfer (as set forth in the Tag-Along Notice in the case of the Transferring Member and in the Tag-Along Election Notice in the case of the Tagging Members).

"Data Security and Confidentiality Agreement" means that certain Data Security and Confidentiality Agreement entered into on the Effective Date between the Company and Palantir Member, as such may be amended, replaced or superseded from time to time in accordance with its terms

"Depreciation" means, for each taxable year or other period, an amount equal to the depreciation, amortization or other cost recovery deduction allowable for federal income tax purposes with respect to an asset for such period, except that if the Gross Asset Value of an asset differs from its adjusted basis for federal income tax purposes at the beginning of such period, Depreciation shall be an amount that bears the same ratio to such beginning Gross Asset Value as the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period bears to such beginning adjusted tax basis; provided, however, that if the federal income tax depreciation, amortization or other cost recovery deduction for such year or other period is zero, Depreciation shall be determined with reference to such beginning Gross Asset Value using any reasonable method selected by the Board; provided, further that if the remedial allocation method described in Regulations § 1.704-3(d) is used to take account of the difference between an asset's Gross Asset Value and its adjusted tax basis, Depreciation shall be determined in accordance with Regulations § 1.704-3(d)(2).

"Direct Assignment" has the meaning set forth in Section 13.4(a)(ii).

"Disinterested Managers" has the meaning set forth in Section 8.5(c).

"Disputed Matter" has the meaning set forth in Section 8.6(a).

"Effective Date" has the meaning specified in the preamble to the Agreement.

"Eligible Member" means (i) each Initial Member for so long as such Member holds its Requisite Interest, (ii) any other Member that receives Units in exchange for a Capital Contribution that holds at least twelve and a half percent (12.5)% of the outstanding Class A Units and Class B Units and is properly admitted to the Company as an Additional Member pursuant to Section 3.5, or (iii) any Transferee of any Person referenced in the foregoing clauses (i) and (ii) that holds at least twelve and a half percent (12.5)% of the outstanding Class A Units and Class B Units and that has been admitted as a Substitute Member of the Company pursuant to Section 3.5. For the avoidance of doubt, "Eligible Member" shall not include (w) any Member that was subject to an indirect Transfer unless such Member was subsequently admitted as a Substitute Member pursuant to Section 3.5, (x) any Person that has not been properly admitted as an Additional Member or a Substitute Member pursuant to Section 3.5, (y) any Person that holds any rights pursuant to the Long Term Incentive Plan (solely on account of such rights) or (z) any Member or other Person that has been issued Class C Units or any other equity interests of any of the Company Parties as compensation for the provision of Services as part of an equity incentive plan (including in connection with the conversion of any rights under the Long Term Incentive Plan into Units or other equity interests of any of the Company Parties).

"Enforcement Action" has the meaning set forth in Section 8.5(c).

"Enhanced Trading Oversight Solutions" means Trader Oversight Solutions that are provided to any Financial Institution and that are combined with one or more of the following solutions: (i) risk transfer of unauthorized trading related losses via third party investors, employee compensation, fee waivers, or vendor equity; (ii) independent investigative units related to the oversight of trading activities, meaning one or more units that is or are independent of the Client (*i.e.*, not an extension of the Client's investigative team) and that conduct trading, investigation, and comprehensive data analysis across multiple Financial Institutions; (iii) advisory / consulting services related to the oversight of trading activities on a "target operating model" deployed by the Company; (iv) the utilization of advanced detection scenarios, including advanced and novel risk scenarios and key risk indicators, related to the oversight of trading activities developed by Credit Suisse and/or Palantir in the course of Project Vantage or developed by the Company after the Effective Date, whether alone or jointly with Credit Suisse or Palantir; or (v) benchmarking services to enable objective assessment of operational risk related to the oversight of trading activities relative to industry peers via standardized metrics. For the avoidance of doubt, if Palantir provides its Trader Oversight Solutions to any Person without violating the terms of Section 11.6(b), the mere utilization of an advanced detection scenario referenced in subsection (iv) above which has been provided solely by such Person to Palantir shall not in and of itself cause such Trader Oversight Solutions to become Enhanced Trading Oversight Solutions.

"Existing Client Agreement" has the meaning set forth in 13.4(a)(i).

"Expected Profits" has the meaning set forth in Section 13.4(a)(iv).

"Final Allocation" has the meaning set forth in Section 7.6(f).

"Financial Institution" means the private and retail banking and wealth management groups, asset management groups, or corporate and investment banking groups of any financial services company, including any support functions associated with such groups (*e.g.*, front and back office activities associated with such groups). For clarity, an entity having any of the foregoing groups but whose primary function is other than the provision of financial services shall not be considered a Financial Institution.

"First Amended and Restated Limited Liability Company Agreement" has the meaning set forth in the recitals to the Agreement.

"Fiscal Quarter" has the meaning set forth in Section 2.10.

"Fiscal Year" has the meaning set forth in Section 2.10.

"Form of End User Agreement for Customers" shall mean that form End User Agreement (as defined in the Palantir License Agreement) to be agreed upon by the Company and Palantir Member as contemplated in the Palantir License Agreement, and entered into by Company Parties and its Clients from time to time.

"Formation Date" has the meaning set forth in the recitals to the Agreement.

"GAAP" means U.S. generally accepted accounting principles.

"Governmental Authority" means any supra-national, national, state, municipal or local government (including any sub-division, court, administrative agency, commission or other authority thereof) or private body or self-regulatory body or authority exercising any executive, legislative, judicial, administrative, competition, regulatory, licensing, registration, supervisory, taxing, importing or quasi-governmental authority.

"Gross Asset Value" means, with respect to any Company property, its adjusted basis for U.S. federal income tax purposes, except as set forth below:

(a) The initial Gross Asset Value of any property contributed by a Member to the Company shall be the gross fair market value of such property at the time of such contribution as mutually agreed by the contributing Member and the Board.

(b) Unless otherwise determined by the Board, the Gross Asset Value of all of the Company's property shall be adjusted to equal their respective gross fair market values, immediately prior to the following times: (i) the acquisition by a new or existing Member of an interest in the Company in exchange for more than a *de minimis* Capital Contribution, (ii) the distribution by the Company to a Member of more than a *de minimis* amount of Company property as consideration for the retirement of all or a portion of such Member's interest in the Company, (iii) the liquidation or dissolution of the Company within the meaning of Regulations § 1.704-1(b)(2)(ii)(g), (iv) the grant of an interest in the Company (other than a *de minimis* interest) as consideration for the provision of services to or for the benefit of the Company by an existing Member acting in a Member capacity, or by a new Member acting in a Member capacity or in anticipation or becoming a Member, and (v) at such other times as reasonably determined by the Board to be necessary or advisable in order to comply with Regulations §§ 1.704-1(b) and 1.704-2.

(c) The Gross Asset Value of any Company property distributed to a Member shall be the gross fair market value of such property on the date of distribution as reasonably determined by the Board.

(d) The Gross Asset Values of Company property shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such property pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Regulations Section 1.704-1(b)(2)(iv)(m); provided, however, that Gross Asset Values shall not be adjusted pursuant to this subparagraph (d) to the extent that an adjustment pursuant to subparagraph (b) above is made in connection with a transaction that would otherwise result in an adjustment pursuant to this subparagraph (d).

(e) If the Gross Asset Value of a Company property has been determined or adjusted pursuant to subparagraph (a), (b) or (d) above, such Gross Asset Value shall be thereafter be adjusted by the Depreciation taken into account with respect to such Company property in computing Net Profit and Net Loss.

"Holdback Amount" has the meaning set forth in Section 13.4(a)(iv).

"Indebtedness" shall mean, in respect of the Company Parties, (i) any indebtedness for borrowed money, including indebtedness evidenced by a credit agreement, notes, bonds, debentures or other debt securities, (ii) obligations under leases that are required by GAAP to be classified as capital leases; (iii) obligations under any commodity, swap, derivative, currency, interest rate, call, hedge or similar agreement, (iv) obligations under drawn letters of credit, performance bonds or similar instruments and (vi) all indebtedness of the types described in cause (i) – (iv) of Persons other than any of the Company Parties, the repayment of which is guaranteed or secured, directly or indirectly, in any manner by any of the Company Parties.

"Indemnitee" has the meaning set forth in Section 10.4(b).

"Independent Manager" has the meaning set forth in Section 8.2(b)(v).

"Initial Contribution" has the meaning set forth in the recitals to the Agreement.

"Initial Members" means that Palantir Member and the Credit Suisse Member.

"Initial Public Offering" means any firm commitment underwritten initial public offering of equity interests pursuant to an effective registration statement under the Securities Act pursuant to which equity interests of a Person (or their respective successors) are authorized and approved for listing on any stock exchange (including any of the Company Partiers and any successor as contemplated by Section 7.5).

"Initial Units" means, in respect of any Member, the aggregate number of Class A/B Units held by such Member following the Initial Contribution and the Second Funding Date Contribution.

"Interested Manager" has the meaning set forth in Section 8.5(b).

"Interested Member" has the meaning set forth in Section 8.5(b).

"Interested Purchaser" has the meaning set forth in Section 7.2(a).

"Investment Company Act" means the Investment Company Act of 1940, as amended from time to time.

"IPO Restructuring Transactions" has the meaning set forth in Section 7.5(b)(ii).

"IPO Securities" has the meaning set forth in Section 7.5(b)(ii).

"IRS" means the U.S. Internal Revenue Service.

"ITEPA" has the meaning set forth in Section 11.7.

"JAMS" has the meaning set forth in Section 14.7(b).

"JAMS Rules" has the meaning set forth in Section 14.7(b).

"Joinder Agreement" has the meaning set forth in Section 3.5(a).

"Law" means any applicable constitutional provision, statute, act, code (including the Code), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a domestic, foreign or international Governmental Authority and shall include, for the avoidance of doubt, the Act and any publicly announced policy or regulatory guidance or interpretive statement of any relevant Governmental Authority.

"License Agreements" means the Palantir License Agreement and the Credit Suisse License Agreement.

"Liquidating Distribution" has the meaning set forth in Section 13.3(b).

"Liquidation Event" has the meaning set forth in Section 13.1(a).

"Liquidation Plan" has the meaning set forth in Section 13.4(a)(i).

"Long Term Incentive Plan" has the meaning set forth in Section 5.7.

"Losses" means any claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and reasonable expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated.

"Management Covered Person" means each current and former Officer of any of the Company Parties and their respective heirs, executors, administrators and legal and personal representatives.

"Manager" has the meaning set forth in Section 8.1.

"Master Services and Software License Agreement" means that certain Master Services and Software License Agreement that was entered into as of the Effective Date by and between the Company and Credit Suisse AG, including any statements of work or similar order forms entered into in connection therewith, as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Material Contract" has the meaning set forth in Section 8.3(e).

"Member" means, as applicable, the Class A Members, the Class B Members and the Class C Members admitted as members of the Company on the date hereof and any Person admitted to the Company as an Additional Member or a Substitute Member pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Member Indemnitors" has the meaning set forth in Section 10.4(b).

"Member Minimum Gain" means an amount, with respect to each Member Nonrecourse Debt, equal to the Company Minimum Gain that would result if such Member

Nonrecourse Debt were treated as a Nonrecourse Liability, determined in accordance with Regulations § 1.704-2(i) with respect to "partner minimum gain."

"Member Nonrecourse Debt" has the meaning set forth in Regulations § 1.704-2(b)(4) for the phrase "partner nonrecourse debt."

"Member Nonrecourse Deductions" has the meaning set forth in Regulations § 1.704-2(i) for the phrase "partner nonrecourse deductions."

"Milestones" has the meaning set forth in Section 13.2(b).

"Net Profit" or "Net Loss," means, for each taxable year or other period, the taxable income or loss of the Company for such taxable year or period determined in accordance with Code Section 703(a) (for this purpose, all items of income, gain, loss, deduction or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in taxable income or loss), with the following adjustments:

(a) Any income of the Company that is exempt from U.S. federal income tax and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition of Net Profit and Net Loss shall increase the amount of such income and/or decrease the amount of such loss;

(b) Any expenditure of the Company described in Code Section 705(a)(2)(B) or treated as Code Section 705(a)(2)(B) expenditures pursuant to Regulations § 1.704-1(b)(2)(iv)(i), and not otherwise taken into account in computing Net Profit or Net Loss pursuant to this definition of Net Profit and Net Loss, shall decrease the amount of such taxable income and/or increase the amount of such loss;

(c) Gain or loss resulting from any disposition of Company property where such gain or loss is recognized for U.S. federal income tax purposes shall be computed by reference to the Gross Asset Value of Company property disposed of, notwithstanding that the adjusted tax basis of such Company property differs from its Gross Asset Value;

(d) In lieu of depreciation, amortization and other cost recovery deductions taken into account in computing such income or loss, there shall be taken into account Depreciation for such taxable year or other period;

(e) To the extent an adjustment to the adjusted tax basis of any asset included in Company property pursuant to Code Section 734(b) or Code Section 743(b) is required pursuant to Regulations § 1.704-1(b)(2)(iv)(m)(4) to be taken into account in determining Capital Accounts as a result of a distribution other than in liquidation of a Member's interest, the amount of such adjustment shall be treated as an item of gain (if the adjustment increases the basis of the property) or loss (if the adjustment decreases the basis of the property) from the disposition of the asset and shall be taken into account for the purposes of computing Net Profit and Net Loss;

(f) If the Gross Asset Value of any Company property is adjusted in accordance with subparagraph (b) of the definition of "Gross Asset Value" above, the amount of

such adjustment shall be taken into account in the taxable year of such adjustment as gain or loss from the disposition of such property for purposes of computing Net Profit or Net Loss; and

(g) Notwithstanding any other provision of this definition of Net Profit and Net Loss, any items that are specially allocated pursuant to Section 6.2(b) hereof shall not be taken into account in computing Net Profit or Net Loss. The amounts of the items of Company income, gain, loss or deduction available to be specially allocated pursuant to Section 6.2(b) hereof shall be determined by applying rules analogous to those set forth in this definition of Net Profit and Net Loss.

"New Debt Financing" means any indebtedness for borrowed money, including indebtedness evidenced by a credit agreement, notes, bonds, debentures or other debt securities, incurred or to be incurred by any of the Company Parties after the Effective Date.

"New Equity Securities" means any additional Units or other equity interests of any of the Company Parties issued or to be issued after the date hereof, in each case, excluding (i) the issuance of any Units or other equity interests in any Initial Public Offering, (ii) the grant of any rights under the Long Term Incentive Plan or any other equity compensation plan approved by the Board by Super Majority Vote, (iii) the issuance of Units in connection with the conversion of any rights under the Long Term Incentive Plan or any other equity compensation plan approved by the Board by Super Majority Vote, (iv) the issuance of any Units or other equity interests in connection with any equity split, subdivision, conversion or exercise or any reorganization or recapitalization of any of the Company Parties (where new Units or equity interests are issued and exchanged for previously existing Units or equity interests), (v) the issuance of any Units or equity interests by a Subsidiary to the Company or another wholly-owned Subsidiary or (vi) the issuance of any Units or equity interests in connection with an arms' length strategic transaction so long as any Units issued are not senior in priority to the Class A Units or Class B Units held by the Eligible Members; provided that any such transaction described in the foregoing clauses (i) through (vi) have received the Requisite Approvals.

"New Milestone Period" has the meaning set forth in Section 13.2(c)

"Non-Designating Member" has the meaning set forth in Section 8.2(b)(v).

"Non-Regulatory Event Member" has the meaning set forth in Section 7.4(b).

"Non-Sale Liquidation Event" has the meaning set forth in Section 13.4(a).

"Non-Transferable Rights and Obligations" has the meaning set forth in Section 14.6.

"Non-Use and Non-Disclosure Agreement" has the meaning set forth in Section 8.10.

"Nonrecourse Deductions" has the meaning set forth in Regulations §§ 1.704-2(b)(1) and 1.704-2(c).

"Nonrecourse Liability" has the meaning set forth in Regulations §§ 1.704-2(b)(3) and 1.752-1(a)(2).

"Objecting Members" has the meaning set forth in Section 7.6(f).

"Obligee" has the meaning set forth in Section 6.3(d).

"Obligor Member" has the meaning set forth in Section 6.3(d).

"Officers" has the meaning set forth in Section 9.1(a).

"Operational Risk Reduction Solutions" means products and services that provide (i) Enhanced Trading Oversight Solutions, (ii) other holistic, data-driven approaches to reducing the operational risk with respect to the core functions of a person employed by, or engaged within a Financial Institution, in each case which incorporate usage monitoring and feedback, incorporate detection and prevention of front, middle, and back office activities that are outside of mandate or incur undesired market, conduct or regulatory risk via a comprehensive and coherent set of operational risk metrics which are tracked and monitored throughout the organization, are available for reporting to regulators, and drive behavioral and cultural change and (iii) any other products and services that aid in the mitigation or reduction of risk of loss resulting from inadequate or failed internal processes, people, and systems or from external events within a Financial Institution. Operational Risk Reduction Solutions excludes, in all cases, products and services that solely provide standalone cybersecurity solutions, anti-money laundering solutions, and solutions designed for use by persons employed by or engaged within the insurance, oil and gas, pharmaceutical, intelligence, law enforcement or transaction processing industries or solutions designed for use by persons employed by, or engaged within, the insurance or transaction processing industry.

"Original LLC Agreement" has the meaning set forth in the recitals.

"Outside Counsel Engagement Letter" means that certain engagement letter between the Company and the law firm Walder Wyss entered into on the Effective Date in connection with the Company's entry into the Master Services and Software License Agreement, as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Palantir" has the meaning set forth in the recitals to the Agreement.

"Palantir Contribution" has the meaning set forth in the recitals to this Agreement.

"Palantir License Agreement" means that certain license agreement entered into on the Effective Date between the Company and the Palantir Member as amended by the terms of the UK Side Letter and as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Palantir Licensed IP" means the "Palantir Licensed IP" (as such term is defined in the Palantir License Agreement) that is licensed to the Company pursuant to the terms of the Palantir License Agreement.

"Palantir Manager" has the meaning set forth in Section 8.2(b).

"Palantir Member" has the meaning set forth in the recitals to this Agreement.

"Palantir Novation" has the meaning set forth in Section 13.4(a)(iii).

"Palantir Party" has the meaning set forth in Section 13.4(a)(ii).

"Palantir Services Agreement" means that certain Services Agreement entered into on the Effective Date between the Company and the Palantir Member, as amended by the terms of the UK Side Letter and as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Percentage Interest" means, with respect to any Member as of any relevant date of determination, a fraction (expressed as a percentage), the numerator of which is the aggregate amount of Class A Units, Class B Units and Class C Units held by such Member and the denominator of which is the aggregate number of outstanding Class A Units, Class B Units and Class C Units.

"Performance Review Meeting Date" has the meaning set forth in Section 13.2(a)

"Permitted Affiliate Transfer" means, in respect of any Member, any Transfer of Class A/B Units owned by such Member to an Affiliate of such Member so long as such Affiliate that is the Transferee is not itself a Competitor. For the avoidance of doubt, any Transfer to an Affiliate that owns an equity interest in or otherwise Controls an operating company that is a Competitor shall be deemed to be a "Permitted Affiliate Transfer" so long as such Affiliate Transferee is not itself a Competitor.

"Person" means any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any Governmental Authority or political subdivision thereof.

"Preemptive Right" has the meaning set forth in Section 5.6(a).

"Preemptive Rights Election Notice" has the meaning set forth in Section 5.6(b).

"Preemptive Rights Election Period" has the meaning set forth in Section 5.6(b).

"Preemptive Rights Notice" has the meaning set forth in Section 5.6(a).

"Preemptive Rights Securities" has the meaning set forth in Section 5.6(a).

"Preemptive Rights Shortfall" has the meaning set forth in Section 5.6(d).

"Principal Executive Officers" means (i) in respect of the Palantir Member, the chief information officer of Palantir and (ii) in respect of the Credit Suisse Member, the chief financial officer of Credit Suisse Group.

"Prior Class C Units" has the meaning set forth in Section 6.3(c).

"Pro Rata Portion" means, in respect of any Member as of any relevant date of determination:

(a) with respect to the exercise of Preemptive Rights by an Eligible Member pursuant to Section 5.6(b), an amount of Preemptive Rights Securities determined by multiplying (i) the number of Preemptive Rights Securities that any of the Company Parties proposes to issue or incur as set forth in the Preemptive Rights Notice by (ii) a fraction, the numerator of which is the number of Class A/B Units held by such Eligible Member on the date of the delivery of the Preemptive Rights Notice and the denominator of which is the aggregate number of Class A/B Units held by all Eligible Members on the date of the delivery of the Preemptive Rights Notice;

(b) with respect to the exercise of Preemptive Rights by a Subscribing Eligible Member pursuant to Section 5.6(d), an amount of Round 2 Preemptive Rights Securities determined by multiplying (i) the number of Round 2 Preemptive Rights Securities as set forth in the Round 2 Preemptive Rights Notice by (ii) a fraction, the numerator of which is the number of Class A/B Units held by such Subscribing Eligible Member on the date of the delivery of the Round 2 Preemptive Rights Notice and the denominator of which is the aggregate number of Class A/B Units held by all Subscribing Eligible Members on the date of the delivery of the Round 2 Preemptive Rights Notice;

(c) with respect to an exercise of a Right of First Refusal by a ROFR Eligible Member pursuant to Section 7.2(c)(iv), a number of ROFR Remaining Units determined by multiplying (i) the total number of ROFR Remaining Units as set forth in the ROFR Amended Sale Notice by (ii) fraction, the numerator of which is the number of Class A/B Units held by such ROFR Eligible Member on the date of the delivery of the ROFR Amended Sale Notice and the denominator of which is the aggregate number of Class A/B Units held by all ROFR Eligible Members on the date of the delivery of the ROFR Amended Sale Notice;

(d) with respect to an exercise of a Right of First Refusal by a ROFR Subscribing Eligible Member pursuant to Section 7.2(c)(vi), a number of Round 2 ROFR Remaining Units determined by multiplying (i) the total number of Round 2 ROFR Remaining Units as set forth in the Round 2 ROFR Notice by (ii) fraction, the numerator of which is the number of Class A/B Units held by such ROFO Subscribing Eligible Member on the date of the delivery of the Round 2 ROFR Notice and the denominator of which is the aggregate number of Class A/B Units held by all ROFR Subscribing Eligible Members on the date of the delivery of the Round 2 ROFR Notice; and

(e) for purposes of Section 7.3, with respect to the determination of the amount of Class A/B Units a Prospective Tagging Member may include in a Tag-Along Transfer, a number of Units determined by multiplying (i) the total number of Class A/B Units held by such Prospective Tagging Member as of the date of the Tag-Along Notice by (ii) a

fraction, the numerator of which is the number of Class A/B Units proposed to be Transferred by the Transferring Member to the Tag-Along Transferee as of the date of the Tag-Along Notice and the denominator of which is the aggregate number of Class A/B Units held by the Transferring Member as of the date of the Tag-Along Notice; provided that in the case of any indirect Tag-Along Transfer, the number of Class A/B Units the Transferring Member is deemed to be proposing to Transfer in such Tag-Along Transfer shall equal one hundred percent (100%) of its Class A/B Units.

"Proceeding" means any claim, suit, mediation, investigation, legal proceeding, administrative proceeding or arbitration proceeding by or before any Governmental Authority.

"Project Vantage" means the project that was undertaken by Credit Suisse AG with the Palantir Member pursuant to the following agreements: (i) that certain Global Master Software License and Support Agreement dated February 1, 2014; (ii) that certain IT Services Agreement dated February 1, 2014; and (iii) that certain Transaction Schedule dated February 1, 2014, including as such documents may have been amended or restated from time to time.

"Proposing Member" has the meaning set forth in Section 7.6(f).

"Proprietary Information and Inventions Agreement" means any agreement executed by any employee of the Company Parties with respect to the ownership and protection of certain intellectual property and proprietary information of the Company Parties.

"Prospective Tagging Member" has the meaning set forth in Section 7.3(a).

"Purchase Offer" has the meaning set forth in Section 7.2(a).

"Redirected Amounts" has the meaning set forth in Section 6.3(d).

"Regulations" means the income tax regulations promulgated under the Code, as such regulations may be amended from time to time (including corresponding provisions of succeeding regulations).

"Regulatory Allocations" has the meaning set forth in Section 6.2(b)(ix).

"Regulatory Event" means, in respect of a Regulatory Event Member, any circumstance, state of events, development, occurrence or action that the Regulatory Event Member has determined in good faith, upon the advice of its outside legal counsel, will likely result in such Member or its Affiliates (i) being in violation of any Law or (ii) being subject to any materially adverse regulatory, legal or other Proceeding by a Governmental Authority or to any other material adverse consequences under any Law or in respect of its relationship with any Governmental Authority.

"Regulatory Event Amendment" has the meaning set forth in Section 7.4(b).

"Regulatory Event Exchange" has the meaning set forth in Section 7.4(b).

"Regulatory Event Member" has the meaning set forth in Section 7.4(a).

"Regulatory Event Notice" has the meaning set forth in Section 7.4(b).

"Regulatory Event Offer Notice" has the meaning set forth in Section 7.4(f).

"Regulatory Event ROFO" has the meaning set forth in Section 7.4(e)(i).

"Regulatory Event ROFO Election Period" has the meaning set forth in Section 7.4(f).

"Regulatory Event Transfer" has the meaning set forth in Section 7.4(b).

"Regulatory Event Units" has the meaning set forth in Section 7.4(e).

"Regulatory Offering Member" has the meaning set forth in Section 7.4(f).

"Regulatory Offering Members" has the meaning set forth in Section 7.4(e)(i).

"Related Party Agreement" means, as of any date of determination, any and all then-existing contracts, agreements, arrangements, or similar transactions of business between or among one or more Company Parties, on one hand, and any Member, Manager or any of such Member's or Managers Affiliates, on the other hand. For the avoidance of doubt, any contract, agreement, arrangement or similar transaction of business between any of the Company Parties and any Third Party which relates directly or indirectly to the use or provision by the Company Party or such Third Party of any intellectual property licensed by a Member to such Company Party, including pursuant to one of the License Agreements, shall not be considered a Related Party Agreement unless such Member is actually a signatory to such contract, agreement, or arrangement or otherwise has third party beneficiary rights under such contract, agreement or arrangement.

"Representatives" has the meaning set forth in Section 11.5(a)(ii).

"Required Payment" has the meaning set forth in Section 6.3(d).

"Requisite Approvals" shall mean the consent or approval that is required by the terms of this Agreement for a particular action to be taken or approved, including any vote pursuant to Section 8.2(k), any Super Majority Vote pursuant to Section 8.3, any Special Super Majority Vote pursuant to Section 8.4, any vote pursuant to Section 8.5(c) or the consent of any Member or Class of Members that may be required for certain amendments or modifications to this Agreement pursuant to Section 14.4.

"Requisite Interest" has the meaning set forth in Section 8.2(b)(iv).

"Restricted Period" has the meaning set forth in Section 7.1(b).

"Right of First Refusal" has the meaning set forth in Section 7.2(a).

"ROFR Amended Sale Notice" has the meaning set forth in Section 7.2(c)(iv).

"ROFR Company Election Period" has the meaning set forth in Section 7.2(c)(iii).

"ROFR Election Notice" has the meaning set forth in Section 7.2(c)(iv).

"ROFR Eligible Member Election Period" has the meaning set forth in Section 7.2(c)(iv).

"ROFR Eligible Members" has the meaning set forth in Section 7.2(a).

"ROFR Remaining Units" has the meaning set forth in Section 7.2(c)(iv).

"ROFR Sale Notice" has the meaning set forth in Section 7.2(c)(i).

"ROFR Seller" has the meaning set forth in Section 7.2(a).

"ROFR Selling Member" has the meaning set forth in Section 7.2(a).

"ROFR Shortfall" has the meaning set forth in Section 7.2(c)(vi).

"ROFR Subscribing Eligible Member" has the meaning set forth in Section 7.2(c)(v).

"ROFR Units" has the meaning set forth in Section 7.2(a).

"Round 2 Preemptive Rights Election Period" has the meaning set forth in Section 5.6(d).

"Round 2 Preemptive Rights Notice" has the meaning set forth in Section 5.6(c).

"Round 2 Preemptive Rights Securities" has the meaning set forth in Section 5.6(c).

"Round 2 ROFR Election Notice" has the meaning set forth in Section 7.2(c)(vi).

"Round 2 ROFR Election Period" has the meaning set forth in Section 7.2(c)(vi).

"Round 2 ROFR Notice" has the meaning set forth in Section 7.2(c)(v).

"Round 2 ROFR Remaining Units" has the meaning set forth in Section 7.2(c)(v).

"SEC" means the U.S. Securities and Exchange Commission.

"Second Funding Date" has the meaning set forth in the recitals to the Agreement.

"Second Funding Date Contributions" has the meaning set forth in the recitals to the Agreement.

"Securities Act" means the Securities Act of 1933, as amended.

"Services" means the provision of services to any of the Company Parties as an employee, consultant or independent contractor for any of the Company Parties.

"Services Agreements" means the Palantir Services Agreement and the Credit Suisse Services Agreement.

"Side Letter Agreement" means that certain Side Letter Agreement by and among Credit Suisse, Credit Suisse AG, Credit Suisse Securities (USA) LLC, Palantir and the Company, entered into as of the Effective Date, as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Significant Transferee" has the meaning set forth in Section 8.2(b)(iii).

"Special Super Majority Vote" has the meaning set forth in Section 8.4.

"Subcontracting Arrangement" has the meaning set forth in Section 13.4(a)(ii).

"Subscribing Eligible Member" has the meaning set forth in Section 5.6(c).

"Subsidiary" means any limited liability companies, partnerships, corporations or other legal entities in which the Company owns, directly or indirectly, fifty percent (50%) or more of the voting or economic equity interest or otherwise holds, directly or indirectly, a Controlling interest or has the right to, directly or indirectly, direct the management of such entity.

"Subsidiary Board" has the meaning set forth in Section 8.7.

"Subsidiary Board Actions" has the meaning set forth in Section 8.7.

"Subsidiary Board Members" has the meaning set forth in Section 8.7.

"Substituted Member" has the meaning set forth in Section 3.4.

"Super Majority Vote" has the meaning set forth in Section 8.3.

"Tag-Along Election Notice" has the meaning set forth in Section 7.3(d).

"Tag-Along Election Period" has the meaning set forth in Section 7.3(d).

"Tag-Along Notice" has the meaning set forth in Section 7.3(c)(i).

"Tag-Along Rights" has the meaning set forth in Section 7.3(a).

"Tag-Along Transfer" has the meaning set forth in Section 7.3(a).

"Tag-Along Transfer Period" has the meaning set forth in Section 7.3(f).

"Tag-Along Transferee" has the meaning set forth in Section 7.3(a).

"Tagging Member" has the meaning set forth in Section 7.3(a).

"Tax Distributions" has the meaning set forth in Section 6.4.

"Tax Matters Member" has the meaning set forth in Section 12.4(a).

"Term" has the meaning set forth in Section 2.6.

"Third Party" means all Persons other than the Company Parties, any Member or any Affiliate of any Member.

"Trader Oversight Solutions" means products and services that support the oversight of trading activities and the prevention and detection of unauthorized trading in the financial services sector. By way of non-limiting example, the following products and services are not, and will not be deemed to be Trader Oversight Solutions: cybersecurity solutions, anti-money laundering solutions, and solutions designed for use by persons employed by or engaged within the insurance, oil and gas, pharmaceutical, intelligence, law enforcement or transaction processing industries. For the avoidance of doubt, the mere fact that a solution is capable of use in the oversight of trading activities or the prevention or detection of unauthorized trading does not mean that such solution is a Trader Oversight Solution.

"Transaction Documents" means (i) this Agreement, (ii) the License Agreements, (iii) the Services Agreements, (iv) the Master Services and Software License Agreement, (v) the Data Security and Confidentiality Agreement, (vi) the Vantage Termination Agreement, (vii) the Side Letter Agreement and (viii) the UK Side Letter Agreement.

"Transfer" means any direct or indirect sale, exchange, transfer, assignment, pledge, encumbrance or other disposition of a Unit, whether voluntary or involuntary, by operation of Law or otherwise; provided, that the following shall not constitute an indirect Transfer of a Unit: (i) transfers of publically traded equity interests of a Member or any Affiliate thereof pursuant to open market transactions on the New York Stock Exchange, NASDAQ or any comparable foreign securities exchange or (ii) direct or indirect transfers of any equity interests of the Credit Suisse Member or any Affiliate thereof so long as Credit Suisse LLC (or any successor thereto), directly or indirectly, holds in the aggregate more than fifty percent (50%) of the total issued and outstanding equity interests of the Credit Suisse Member and maintains Control of the Credit Suisse Member.

"Transferee" means the recipient of a Transfer of a Unit.

"Transferor" means the Person Transferring a Unit.

"Transferred" means, with respect to any Unit, effecting a Transfer of such Unit.

"Transferring Member" has the meaning set forth in Section 7.3(a).

"UK Side Letter Agreement" means that certain UK Side Letter Agreement by and among Credit Suisse AG, Credit Suisse Securities (USA) LLC, Palantir and the Company,

entered into as of the date hereof, as such may be amended, replaced or superseded from time to time in accordance with its terms.

"Units" means Class A Units, Class B Units or Class C Units or any other units or series of Units issued by the Company from time to time, as applicable.

"Unpaid Capital Contributions" means, as of any relevant determination date, (a) with respect to any Class A Unit, the excess (if any) of (i) the aggregate Capital Contributions made by a Class A Member (and any predecessors in interest) in respect of such Class A Unit minus (ii) the aggregate amount of distributions previously made pursuant to Section 6.3(a)(i) in respect of such Class A Unit and (b) with respect to any Class B Unit, the excess (if any) of (i) the aggregate Capital Contributions made by a Class B Member (and any predecessors in interest) in respect of such Class B Unit minus (ii) the aggregate amount of distributions previously made pursuant to Section 6.3(a)(i) in respect of such Class B Unit.

"Unvested Distribution Amount" has the meaning set forth in Section 6.3(b).

"Valuation Agent" means a nationally recognized valuation firm, which shall be selected by the Company or, in the case of any selection of a Valuation Agent required as a result of the delivery of an Allocation Objection Notice, by mutual agreement of the Proposing Members and the Objecting Members.

"Valuation Agent's Allocation" has the meaning set forth in Section 7.6(f).

"Vantage Termination Agreement" means that certain Termination Agreement entered into on the Effective Date between Credit Suisse AG and the Palantir Member, as such may be amended, replaced or superseded from time to time in accordance with its terms.

EXHIBIT B

JOINDER AGREEMENT

This Joinder Agreement is made this ___ day of _____, 20__, by and between _____ (the "Transferee") and Signac, LLC, a Delaware limited liability company (the "Company"), pursuant to the terms of the Second Amended and Restated Limited Liability Company Agreement of the Company dated as of April 20, 2016, including all exhibits and schedules thereto (as amended, amended and restated or replaced from time to time, the "Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

WITNESSETH:

WHEREAS, the Company and the Members entered into the Agreement to impose certain restrictions and obligations upon themselves, and to provide certain rights, with respect to the Company and its Units; and

WHEREAS, the Company and the Members have required in the Agreement that in order for any Person to whom Units of the Company are transferred and any other Person acquiring Units to be admitted to the Company as a Member, such Person must enter into a Joinder Agreement binding the Transferee to the Agreement to the same extent as if they were original parties thereto and imposing the same restrictions and obligations on the Transferee and the Units to be acquired by the Transferee as are imposed upon the Members under the Agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties and as a condition of the purchase or receipt by the Transferee of the Units, the Transferee acknowledges and agrees as follows:

1. The Transferee has received and read the Agreement and acknowledges that the Transferee is acquiring Units subject to the terms and conditions of the Agreement.

2. The Transferee agrees that the Units acquired or to be acquired by the Transferee are bound by and subject to all of the terms and conditions of the Agreement, and hereby joins in, and agrees to be bound by, and shall have the benefit of, all of the terms and conditions of the Agreement to the same extent as if the Transferee were an original party to the Agreement; provided, however, that the Transferee's joinder in the Agreement shall not constitute admission of the Transferee as a Member unless and until the Transferee is duly admitted in accordance with the terms of the Agreement. This Joinder Agreement shall be attached to and become a part of the Agreement.

3. The Transferee hereby represents and warrants, with respect to the Transferee, as of the date hereof to the Company and the Members the matters set forth in Section 4.1 of the Agreement.

4. Any notice required as permitted by the Agreement shall be given to Transferee at the address listed beneath the Transferee's signature below.

5. The Transferee is acquiring Class ____ Units.

6. The Transferee irrevocably makes, constitutes, and appoints the Board of the Company as the Transferee's true and lawful agent and attorney-in-fact, with full power of substitution and full power and authority in its name, place, and stead, to make, execute, sign, acknowledge, swear to, record, and file (i) any amendment, modification, supplement, restatement or waiver of any provision of the Agreement that has been approved in accordance with the Agreement and (ii) all other instruments, certificates, filings or papers not inconsistent with the terms of the Agreement which may be necessary or advisable in the determination of the Board to evidence an amendment, modification, supplement, restatement or waiver of, or relating to, the Agreement or to effect or carry out another provision of the Agreement or which may be required by Law to be filed on behalf of the Company. With respect to the Transferee, the foregoing power of attorney (x) is coupled with an interest, shall be irrevocable and shall survive the incapacity or bankruptcy of the Transferee and (y) shall survive the Transfer by the Transferee of all or any portion of the Units held by the Transferee.

7. This Joinder Agreement, and all rights and remedies in connection therewith, will be governed by, and construed under, the Laws of the State of Delaware, without regard to otherwise governing principles of conflicts of law (whether of the State of Delaware or otherwise) that would result in the application of the Laws of any other jurisdiction.

_____
Transferee

Address:

_____

_____

Acknowledged and Agreed:
SIGNAC, LLC

By: _____
Printed Name and Title

EXHIBIT C

REGISTRATION RIGHTS AGREEMENT TERMS

Demand Registration	From and after the date that is six (6) months following an Initial Public Offering, Class A/B Members holding of twenty (20%) or more of the equity interests in the Company (calculated based on the ownership of the Company prior to the Initial Public Offering) will have the right to: ▪ Require in the aggregate, two consummated registrations of their equity interests (including in connection with an underwritten offering) so long as the aggregate offering price for such registration is equal to or in excess of $25,000,000. A registration will be deemed to have been "consummated" for this purpose only if (i) all equity interests requested to be registered are registered and (ii) it is closed, or withdrawn at the request of the Class A/B Member(s) (other than as a result of a material adverse change to the Company); and ▪ Require the Company to register a shelf registration statement on Form S-3, if available for use by the Company, equity interests so long as the aggregate offering price for such registration is equal to or in excess of $25,000,000 (including in connection with an underwritten offering). There will be no limit on the aggregate number of such Form S-3 registration demands, provided that there are no more than two (2) per year.
Piggyback Registration Rights	Class A/B Members will be entitled to "piggyback" registration rights on all registration statements of the Company, subject to the right, however, of the Company and its underwriters to reduce the number of equity interests proposed to be registered by the Class A/B Members to a minimum of twenty percent (20%) on a pro-rata basis and to complete reduction on an Initial Public Offering at the underwriter's discretion. In all events, the equity interests to be registered by the Class A/B Members will be reduced only after all holder's equity interests are reduced.
Registration Expenses	The Company shall bear registration expenses (exclusive of stock transfer taxes, underwriting discounts and commissions) of all such demand and piggyback registration rights (including, reasonable expense of counsel incurred to represent the Class A/B Members).
Lock-up	The Class A/B Members shall agree, if requested by the managing underwriter, not to sell or transfer any equity interests of the Company held immediately prior to an Initial Public Offering, for a period of up to 180 days following an Initial Public Offering, provided, in each case, all directors and officers of the Company and equity holders of five percent (5%) or more of the equity interests of the Company agree to the same lock-up. Such lock-up agreement shall provide that any discretionary waiver or termination of the restrictions of such agreements by the Company or representatives of the underwriters shall apply to Class A/B Members, pro rata, based on the number of equity interests held, and shall contain customary carve-outs to permit the Affiliates of the Class A/B Members to continue their

	underwriting activities in the ordinary course of business.
Termination	The Class A/B Members' registration rights will terminate upon the earlier of (i) five (5) years after an Initial Public Offering, (ii) the liquidation of the Company (other than in connection with an IPO Restructuring Transaction) and (iii) the date on which all equity interests of the Class A/B Members are eligible to be sold without restriction (including volume limitations) under Rule 144.

EXHIBIT D

MANAGERS OF SIGNAC, LLC

1.	CSO Manager:	Colleen Graham
2.	CIO Manager:	Sean Hunter
3.	Palantir Manager:	Matthew Long
4.	Credit Suisse Manager:	Lara Warner

INITIAL SUBSIDIARY BOARD MEMBERS – SIGNAC UK LIMITED

1.	Lara Warner
2.	Matthew Long

EXHIBIT E

OFFICERS

1.	CSO:	Colleen Graham
2.	CIO:	Sean Hunter

EXHIBIT F

BUSINESS PLAN AND ANNUAL BUDGET

Signac, LLC Business Plan and Annual Budget

Section 1: Signac Overview

The core business of Signac, LLC ('Signac') will be to provide an end-to-end, technology-enabled solution for the enhancement of supervision and the mitigation of operational risk across the financial services industry. Signac will leverage CS's trading expertise & oversight as well as Palantir's big-data and technology implementation expertise to enhance Supervision-related components of the existing Vantage program to create a global, industry leading solution. Credit Suisse will be the 1st client of Signac and then it will engage other similar Tier 1/2 institutions as clients.

Client Value Proposition

The unique client value proposition of Signac lies in the combination of Silicon Valley software innovation, capital markets industry expertise, and diverse data and experiences across multiple institutions codified into a transformative, constantly evolving approach to trading supervision. Specifically, clients of Signac:

- Reduce operational risk exposure – improve UT supervision effectiveness to reduce the probability and severity of incidents
- Increase process efficiency – reduce costs and improve productivity of time spent on supervisory activity
- Align trader incentives – have access to financial instruments to align traders in minimizing UT
- Benefit from industry insights – have access to updated products based on other institution experiences and employees who witness activity across multiple institutions
- Receive a solution in 6 months – minimize time to production and regulatory acceptance with full implementation support to deliver the stated outcomes
- Benefit from reduced regulatory capital reserves for UT operational risk – pending regulatory discussions
- Understand their performance relative to peers – have access to a confidential benchmarking service
- Leverage and extend UT capability to other areas of the bank's operations where it makes sense (e.g Private Banking RM fraud, Asset Management, Capital Markets Oversight, etc.)

Intense internal and regulatory focus on Supervision and operational risks supports value-proposition to Tier-1/2 banks, with Signac enabling cost, controls and capital efficiency and change in business conduct culture

- Controls: establishes tailored, next generation supervisory model with enhanced risk monitoring tools
- Culture: promotes active prevention & ownership of compliant operations and improved business conduct
- Costs: reduces related-people and vendor spend at client banks and improves supervisor productivity
- Capital: Risk-sharing with Signac and potential to seek OpRisk capital relief from evidencing success through reduction via 3rd party loss-coverage
- Commercialize: additional opportunity / value from application to broader banking ops (e.g. trade flows, client data, etc.)

Benefits as an External Solution vs. In-House Build

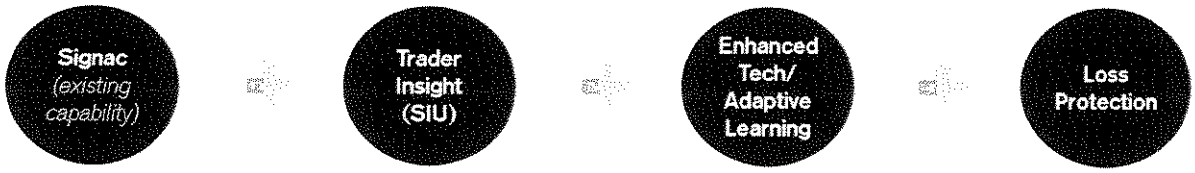
As an external solution, Signac offers the following benefits to client banks:

- Signals focus and aim to improve overall business conduct by reducing the probability & severity of events for client banks and the financial industry overall

- Active market participation enriches solution and leverages best practices
- Delivers regulatory credibility by reducing information asymmetry and evens playing field
- Constantly evolving and adaptive data platform and solution adjusts to market factors and trends, leveraging Silicon Valley technology
- Improves supervisor productivity at clients
- Loss Protection & Alignment of Interests between Signac, Traders, Back Office, Regulators, Shareholders & Investors
- Cost avoidance and reductions for similar initiatives at other clients
- Standalone venture fosters development & innovation as its core / expert business (vs. technology initiative at large banks)
- Over time, a robust and proven solution with broad market adoption will lead to lower Operational Risk capital

Core Products that Signac Delivers

Next Generation Supervision & Broader Trader Conduct → Signac



Powerful platform with dynamic interface integrating trading, risk, market and behavioral data and making accessible to supervisors

Scenario-based alerting with toxic combination library matching historical incidents & hypothetical patterns

Outlier behavioral detection learning from feedback to detect 'unknown unknowns'

Independent investigative unit with expertise in trading, investigation, quant analysis, market intel

Data driven, trader-centric supervision using high signal risk scenarios vs. trade-centric risk reporting & sign off

Comprehensive operating model including monitoring, alerting, investigation, escalation and regulatory reporting

Top-tier talent across trading, quants, engineering with Silicon Valley technology implementing effective solutions

Cross-institution exposure leading to more diverse knowledge and experience

Expandable platform to Trader Conduct Risk including market collusion, rigging detection, etc...

Committed partners w/ 'skin in the game' against Supervision risk (Signac loss protection)

Financial Instrument to securitize operational risk via third party investors providing downside protection

Incentive alignment thru unique employee comp agreement

Potential to reduce street-wide UT capital, which represents ~40% of OpRisk capital at CS

Section 2: Clients

Prospective Clients

CS will be the first client of Signac with other Tier 1 & 2 banks on-boarded thereafter. CS and Palantir contemplate the potential future admission of additional investors (2-3 large banking clients) as equity holders in Signac at such times as may be determined by the Board of Directors of Signac (the "Board") acting by Super Majority Vote. The parties have identified a list of ~35 Tier 1 and Tier 2 prospective clients (see below) and have considered things like organizational complexity, size, UT capital, historical incidents, PB/Asset Mgmt. focus, etc. to assess potential fit and prioritize engagement.

	Organization	GSIB Premium	Implementation Complexity	Primary Regulator	Est. UT Capital ($b)	Historic UT Events	PB / AM Business
	Sort						
1	**HSBC**	4	High	PRA	4.7	Y	Y
2	**JPM**	4	High	FED	16.0	Y	Y
3	**Barclays**	2	Medium	PRA	2.8	Y	Y
4	**BNP Paribas**	2	Medium	ACPR	2.7	Y	Y
5	**Citigroup**	2	High	FED	12.5	Y	Y
6	**Deutsche Bank**	2	High	BaFin	2.7	Y	Y
7	**Bank of America**	2	High	FED	12.6	Y	Y
8	**Credit Suisse**	2	Medium	FINMA	2.6	Y	Y
9	**Goldman Sachs**	2	Medium	FED	3.9	Y	Y
10	**Mitsubishi UFJ FG**	2	--	JFSA	5.8	Y	Y
11	**Morgan Stanley**	2	Medium	FED	6.0	Y	Y
12	**RBS**	2	High	PRA	1.8	Y	Y
13	**Bank of NY Mellon**	1	--	OCC	1.8	Y	Y
14	**BBVA**	1	--	CNMV	1.4	Y	Y
15	**Groupe BPCE**	1	--	ACPR	1.7		Y
16	**Credit Agricole**	1	--	ACPR	1.1	Y	Y
17	**ING Bank**	1	--	AFM	0.9	Y	Y
18	**Mizuho FG**	1	--	JFSA	1.3	Y	Y
19	**Nordea**	1	--		0.5		Y
20	**Santander**	1	--	CNMV	3.4		Y
21	**Societe Generale**	1	Medium	ACPR	2.1	Y	Y
22	**Standard Chartered**	1	Medium	PRA	1.4	Y	Y
23	**State Street**	1	Medium	OCC	1.4		N
24	**Sumitomo Mitsui FG**	1		JFSA	1.1		Y
25	**UBS**	1	Medium	FINMA	3.4	Y	Y
26	**Unicredit**	1		CONSOB	0.2	Y	Y
27	**Wells Fargo**	1	Low	OCC	1.7	Y	Y
28	**Nomura**		Low	JFSA	0.8	Y	Y
29	**Commerzbank**			BaFin	1.1	Y	Y
30	**BMO**			OCC	1.0		Y
31	**RBC**		Low	OSFI	1.7	Y	Y
32	**Daiwa**			JFSA	0.3		Y
33	**Macquarie**			APRA	0.3	Y	Y
34	**Jefferies**			FED	0.1	Y	N

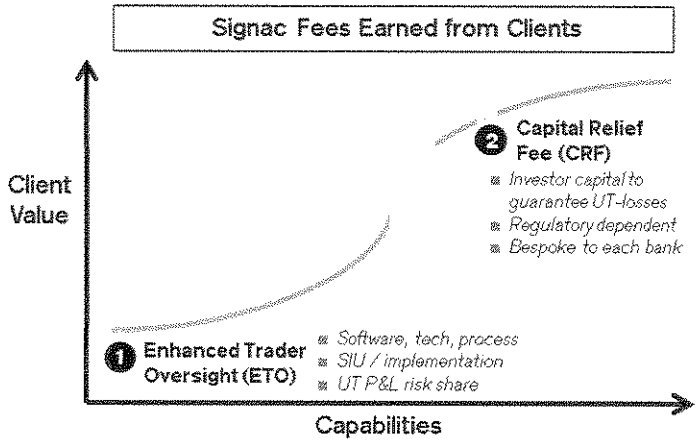
Note: assumed UT risk-weighted assets ("RWA") approximates 40% of Operational Risk RWA; Capital calculated at 10% of RWA.

OpRisk per FINMA defines as risk of loss resulting from inadequate or failed internal processes, people, and systems or from external events within the private and retail banking and wealth management groups, asset management groups, or corporate and investment banking groups of any financial services company, including any support functions associated with such groups (e.g., front and back office activities associated with the aforementioned groups).

Client Pricing Philosophy

Generally Applicable Principles for all Clients

- One fee for complete solution delivery, technology, implementation, support, SIU, professional services, etc.
- Fee recognition for Signac as capabilities are delivered:
  - Enhanced Trader Oversight (ETO) solution earned from inception of client engagement. ETO pricing is reflected in Signac financial plan as 'Services & license revenue' and is assumed to be ~$35m per Tier 1 bank similar to CS
  - Capital Relief Fee (CRF) earned upon OpsRisk RWA reduction at client bank. CRF pricing is reflected in Signac financial plan as 'Capital protection spread revenue' and 'Capital raise revenue.' The Capital protection spread revenue is calculated as the difference between what Signac charges client banks for capital relief (say 7%) and the yield that investors require to take that risk (say 6%). The capital raise revenue reflects origination and syndication fees from the issuance of the securities
- Pricing to clients a function of client size, complexity, and level of engagement
  - Size: number of traders, amount of UT RWA, P&L at risk, footprint, etc.
  - Complexity: number of data sources, number of books, etc.
  - Level of Engagement: extent of client big data capability, regulatory engagement, etc.
- Minimum fixed term to embed Signac solution at client bank
- Signac fees at risk in event of UT incident at client



Credit Suisse Fees Paid to Signac as Client #1

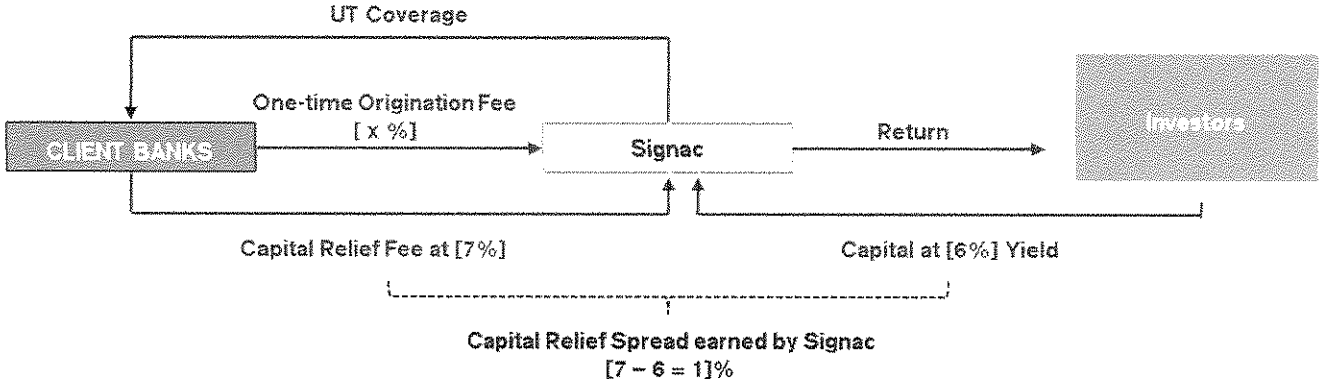
- Set market price for comparable solution at client banks; Credit Suisse will receive a discount of ~40% in Year 1 as the solution ramps up to 'full capability'
- Set premium price reflecting significance of benefit
- In the event average Tier 1 client bank pricing lower for comparable solution (for next 2 clients on-boarded), CS fee would be re-set to average market price in the subsequent year

SMART Pricing Principles for ETO Solution

Client Levers	Client expectations	Analogous offerings
Specific to client bank	• Fit-for-purpose strategic solution (not out-of-the box) • Considers organization complexity and ongoing initiatives	• Signac represents a premium offering with no comparable solution existent in the market • There are IT and personnel facets that Signac may displace: • Management consultants – senior headcount deployed globally via SIU • Potentially displaces internal Big Data build initiatives • Analysis tools
Measurable UT impact	• Reduces UT incidents • Efficiency and value-add vis-à-vis internal build or competitive solution	
Achievable delivery	• Successfully ongoing deployment with usage • Organizational acceptance of solution	
Realistic solution	• Ability to achieve OpsRisk Capital benefit based on CS/clients-track record and regulatory engagement	
Timely solution	• Resolves immediate and significant challenges • Cultivates behavioural change	

- Target steady state ETO solution fee for Tier 1 banks similar to Credit Suisse of $35 million p.a.
- Tier 2 ETO pricing adjusted based on significance vs. overall spend, $20 million p.a.

Capital Relief Fee Illustration



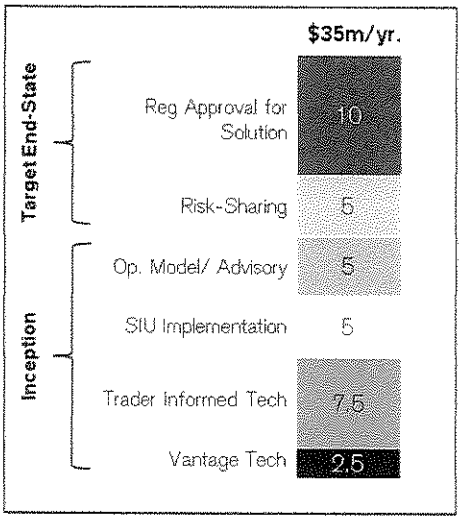
Client banks

- **Target > 20% Ops Risk** capital benefit to client bank with end goal of 50-80% UT capital coverage
- Investor capital for UT P&L guarantee raised at level below client bank cost of capital (e.g. 12%)

Signac

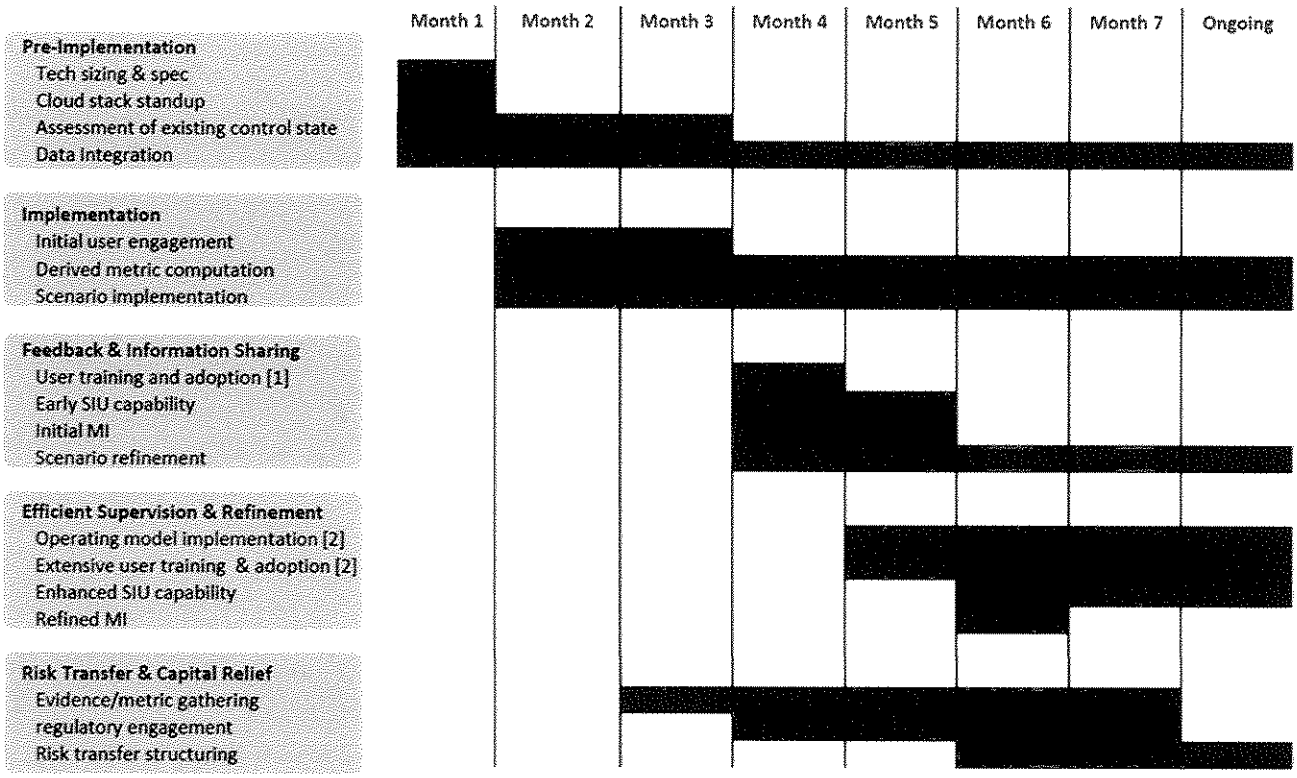
- Signac nets spread of its ability to **optimize risk distribution** (e.g. diversification benefit)
- Signac also earns one-time **origination fee** (est. 5% of amount raised)

Break-down of Signac Tier 1 client bank pricing – $35 million p.a.



Client Implementation Plan / Timeline

- Client implementation timeline initially estimated to be six months; this will likely vary depending on whether the client opts for the cloud solution (Signac preference) vs. the on premise solution (longer implementation timeline and added costs). Signac estimates the added cost of an on premise solution is ~$250,000 per month, or ~$3.0 million per year
- As Signac on boards more clients, it aims to decrease client implementation timeline and make the process more efficient while maintaining and further enhancing the client experience



[1] Iterative desk by desk rollout informed by risk weightings and business priorities to maximise op risk reduction speed
[2] Iterative rollout implies that desks will be at different stages of this process throughout this period

Target State Client Data Inputs for Trading Surveillance

- ***Trading:*** Front Office Trading, Orders, Confirmation, Settlement, Trader Mandate, Trader Risk Limits, Trader Position Limits, Trader Breaches, Positions, Marks, Risk, PNL, Compliance, KRI, Market Data (events and pricing), Market and Product reference data

End of day feed

- ***Organizational Control Systems:*** Employee HR, Portfolio Risk Ownership, Business Hierarchy, Vacation (including block leave), Trader -> Trader Assistant Relationships, Control + Supervision Relations

- ***Access Records:*** Building Access, Remote Login, Single Sign On

- ***Market / Third party:*** Market data, Market events, Third party price verification, Timing of fixing windows, Third party phone #

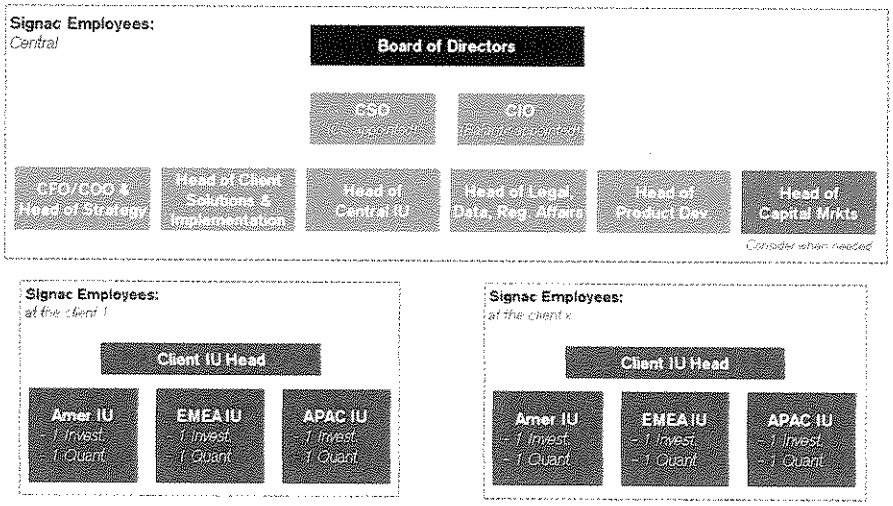
Delayed Feed

- ***Communications:*** Email, IM, Bloomberg Messages, Phone Metadata

Required for additional compliance analytics

Section 3: Organizational Structure & Employees

Proposed Organizational Structure. Set forth below is the proposed organizational structure of Signac and a chart setting forth the proposed roles and responsibilities envisioned for the Board and certain Signac employees. Notwithstanding anything set forth below, the authority, roles and responsibilities of the Board and the Signac employees shall be as set forth in the Second Amended and Restated Limited Liability Company Agreement of Signac (the "LLC Agreement") or as otherwise determined by the Board in accordance with the terms of the LLC Agreement, and shall not be deemed to be enlarged or minimized by the information set forth below.



Note: Signac Board of Directors consists of 1 CS Rep (2 votes), 1 Palantir Rep (2 votes), CSO (1 vote), and CIO (1 vote). Head of Capital Markets may not be required until clarity on regulatory approval is available

Function	Roles / Responsibilities
Board of Directors	Set corporate direction, supervision and oversight priorities Approve business plans, strategic decisions and annual budget Veto power on key issues; appoint and affirm key management (CSO, CIO)
CSO	Set & execute corporate direction / strategic vision (e.g. scope, client coverage, investment decisions, etc.) Source new business and engage directly with c-suite management at prospective clients Deliver financial results & performance against agreed-to milestones & KPIs Hire Hamilton staff (shared responsibility with CIO) and lead regulatory engagement
CIO	Manage/oversee client implementation strategy and execute overall solution delivery to clients Implement operating technology framework Build, protect, monetize 'Hamilton IP' by attracting and retaining top-notch technologists & engineers Responsible for product quality, effectiveness, and customer satisfaction
CFO/COO & Head of Strategy	Oversee financial performance, reporting, strategic business planning, and capital strategy Oversee business operations and work directly with BoD and Officers to formulate and assess company strategy, including both organic and inorganic options for growth and shareholder accretion
Head of Client Solutions & Implementation	Proactively engage & market Hamilton solution to prospective clients Manage overall client implementation strategy, execution, and client satisfaction (including IU teams, implementation team staffing, UTDT testing, contract negotiations, etc.)
Head of Central IU	Manage various Client IU teams and proactively engage with key client touch points when issues arise Responsible for client IU staffing and ensure sharing of best practices across clients
Head of Legal, Data, Regulatory Affairs	Oversee legal requirements including customer contracts, company documentation, IP, data laws, etc. Ensure full compliance with regulators and proactively engage in regulatory discussions with mgmt.
Head of Product Development	Lead "innovation lab" to develop new products, create & monetize newly created IP, improve solution, etc. Deliver and ensure product quality, effectiveness, and overall customer & regulator satisfaction
Partner Services	Initially, both organizations will be leveraged to provide critical functions not fully covered by FTEs. These include technology implementation services, sales & client outreach, regulatory engagement, and investor / capital relief structuring

Staffing Model (excluding seconded employees)

- Lean central team (see prior page)
- Client deployment teams scale as new clients on-boarded
- See scenario definitions in Section 5: – Financial Plan & Year 1 Budget

	Depth First Scenario					Explosive Growth without Relief Scenario				
	Extra Qtr	Y1	Y2	Y3	Y4	Extra Qtr	Y1	Y2	Y3	Y4
Deployment staffing per client										
Supervisory Intel Unit	0	1	3	11	17	2	8	11	17	20
Deployment Lead	0	1	2	6	9	1	5	6	9	11
Banking SMEs	1	1	1	4	3	1	3	3	3	2
Analytical Strategists	0	1	2	9	10	2	8	7	10	10
Deployed Engineers	0	1	2	9	11	2	8	9	10	8
Deployed Engineers (Infras.)	0	1	1	5	5	1	5	4	5	5
System Reliability Ops	0	1	1	4	6	1	3	4	6	6
Cloud Ops	0	1	1	3	5	1	3	3	5	5
Total Deployment Staffing	**1**	**8**	**13**	**51**	**66**	**11**	**43**	**47**	**65**	**67**
Central Staffing										
Founders										
Management	4	4	4	4	4	4	4	4	4	4
Structuring/Origination	0	2	2	2	2	0	0	0	0	0
Central Investigation Units	0	0	5	5	5	1	4	5	5	5
Operations	0	1	2	3	4	0	1	3	4	5
IT	0	0	1	3	3	0	2	4	5	6
Product Development	0	2	4	6	8	0	2	4	6	8
Other	1	1	1	4	4	1	2	4	5	6
Total Central Staffing	**5**	**10**	**19**	**27**	**30**	**6**	**15**	**24**	**29**	**34**
Summary										
Deployment Staff	1	8	13	51	66	11	43	47	65	67
Implementation	1	7	10	40	49	9	35	36	48	47
Supervisory Investigation Units	0	1	3	11	17	2	8	11	17	20
Central Staff	5	10	19	27	30	6	15	24	29	34
All-in total	**6**	**18**	**32**	**78**	**96**	**17**	**58**	**71**	**94**	**101**
Seniors	4	6	6	6	6	4	4	4	4	4
Others	2	12	26	72	90	13	54	67	90	97
Memo:										
# clients at year-end	1	1	2	6	10	1	3	6	10	14

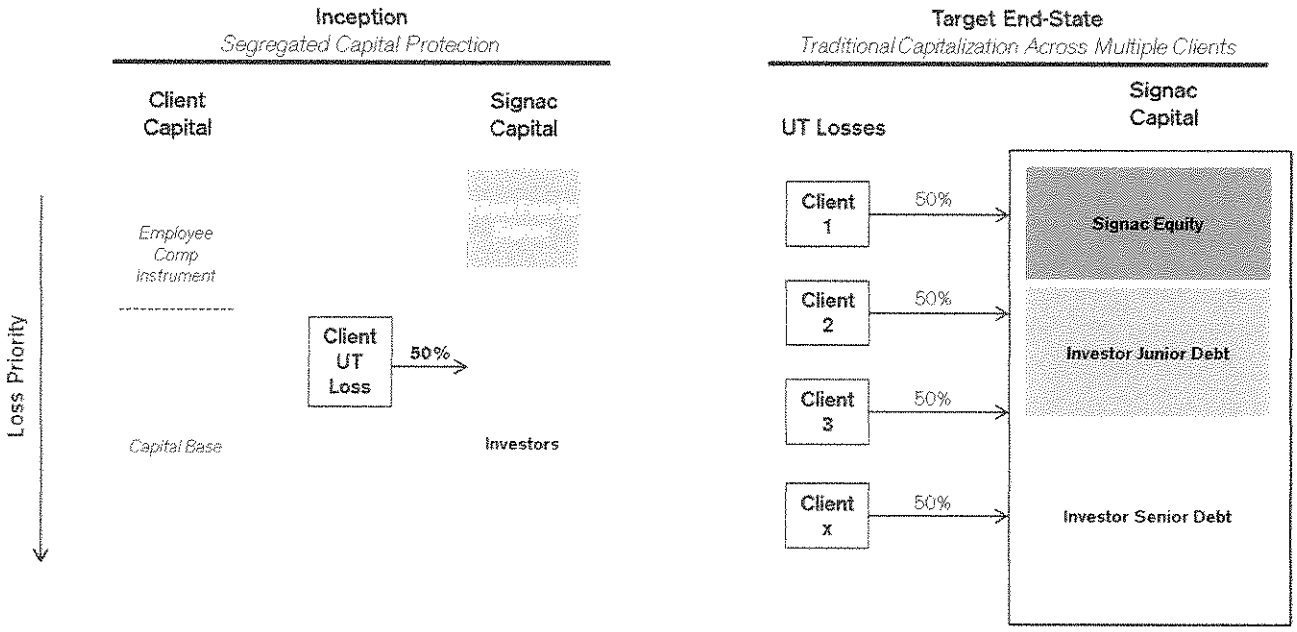
Compensation Philosophy

Compensation is a powerful means of self-selecting for team members who have long-term interests which are aligned with the success of Signac. Thus, Signac is contemplating a flat structure, i.e. no conferring status via titles, compensation model of relatively modest salaries with caps and generous equity grants that are frequently re-evaluated to ensure they are in line with the value that individuals contribute. For purposes of the budget set forth in Section 5:, we have made certain assumptions as set forth below, however, it is envisioned that the compensation model, including with respect to base salary and employee incentive compensation, will be further discussed and determined by the Board:

- Modest base salaries with cap (model assumes $500k flat for senior; $220k growing to $290k for others)
- Equity grants to ensure employee alignment with Signac milestones.

Section 4: Risk Sharing Model

- In addition to providing the advanced products, expertise, and solutions to reduce the probability and severity of UT incidents, Signac will participate in 50% of all Client UT losses up to a limit.
- As the business evolves, the loss limit will increase:
  - Stage 1: Loss Sharing capped at the fees a client pays to Signac
  - Stage 2: Loss Sharing capped at the fees a client pays to Signac, plus investor capital (subject to regulatory approval RWA for capital relief)
  - Stage 3: Loss Sharing limited to the amount of pooled capital within Signac (similar to insurance provider)
- Signac and investor willingness to accept these risks will be enhanced by the employee compensation instrument.



Note: Signac Equity not at risk at Inception (only the fees)

Section 5: Financial Plan (including Yr. 1 Budget)

Signac is expected to be fully operational and actively marketing its products and services to new clients by April 20, 2016. In the commentary below, Signac sets out a 4-year financial plan including the Year 1 budget for Signac, bearing in mind that assumptions, including market pricing, client take-up, implementation cost, regulatory approvals, etc., could change to reflect market factors.

Signac contemplates two possible business scenarios: Depth First and Explosive Growth without Relief.

- Depth First Scenario: Signac focuses on obtaining significant Ops Risk RWA capital relief at its first client before doing any further outreach, which pays off in the form of greater market capture and cost base in Year 3 and Year 4. As such, CS is the only client of Signac in Year 1 and the Company only on-boards one additional client in Year 2. However, given the revenue and pricing upside garnered from obtaining OpRisk capital relief and the issuance of the bonds, Signac's performance by Year 3 and Year 4 outpace the 'Explosive Growth without Relief' scenario (despite having fewer clients signed up)
- Explosive Growth without Relief Scenario: Signac never obtains approval to issue a security for Ops Risk RWA capital relief and misses out on the related revenues, but aggressively grows its client base, which results in heavier staffing model and resources from the start

Income Statement

	Depth First Scenario					Explosive Growth without Relief Scenario				
	Extra Qtr	Y1	Y2	Y3	Y4	Extra Qtr	Y1	Y2	Y3	Y4
Cloud implementation revenue			2.00	5.10	10.18		3.50	5.25	9.83	16.50
On premise revenue	0.75	3.00				0.75	3.00			
Services & license revenue	5.00	20.00	41.25	110.00	220.00	5.00	40.00	123.75	220.00	330.00
Capital protection spread revenue			10.75	42.00	102.00					
Capital raise revenue			23.13	78.13	153.75					
True capital relief revenue	0.00	0.00	0.00	0.00	9.26	0.00	0.00	0.00	0.00	27.78
Total Revenue	**5.75**	**23.00**	**77.13**	**235.23**	**495.19**	**5.75**	**46.50**	**129.00**	**229.83**	**374.28**
Cost of cloud hosting			2.00	4.75	9.25		3.50	5.25	9.25	15.00
Cost of on prem implementation	0.75	3.00				0.75	3.00			
Cost of Goods Sold	**0.75**	**3.00**	**2.00**	**4.75**	**9.25**	**0.75**	**6.50**	**5.25**	**9.25**	**15.00**
Gross Profit	**5.00**	**23.00**	**75.13**	**230.48**	**485.94**	**5.00**	**40.00**	**123.75**	**220.58**	**359.28**
Base comp + Bonuses	1.16	4.64	8.29	21.17	28.35	3.47	13.88	18.21	25.96	30.40
FMV License Fees	0.00	0.00	4.67	9.33	28.00	0.00	0.00	14.00	28.00	46.67
Travel & expenses	0.45	1.80	2.85	6.30	7.65	1.16	4.65	5.63	7.35	7.88
Employee benefits	0.28	1.13	1.74	3.77	4.56	0.69	2.78	3.35	4.36	4.67
Occupancy	0.00	0.26	0.64	1.28	1.91	0.00	1.02	1.02	1.91	1.91
Computers, desks & fitout	0.00	0.21	0.51	1.03	1.54	0.00	0.82	0.00	1.54	0.00
Accounting and Tax	0.25	0.50	0.50	0.75	1.00	0.25	0.50	0.50	0.75	1.00
Utilities, IT & other gen admin	0.00	0.00	0.00	0.35	0.35	0.00	0.00	0.00	0.35	0.35
Bundled office & services cost	0.06	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12	0.12
Corporate accommodation	0.02	0.06	0.06	0.06	0.06	0.02	0.06	0.06	0.06	0.06
Outsourced HR	0.00	0.01	0.01	0.03	0.04	0.00	0.02	0.03	0.04	0.04
Employee equity awards	0.06	4.51	18.25	49.05	64.09	0.07	7.16	15.24	31.83	41.34
Insurance	0.06	0.25	0.26	0.27	0.27	0.06	0.25	0.26	0.27	0.27
Misc Expenses	0.25	0.50	0.75	1.00	1.50	0.25	0.50	0.75	1.00	1.50
Operating Expenses	**2.59**	**13.97**	**38.65**	**94.49**	**139.45**	**6.10**	**31.76**	**59.17**	**103.53**	**136.21**
EBITDA	**2.41**	**9.03**	**36.47**	**135.98**	**346.49**	**(1.10)**	**8.24**	**64.58**	**117.05**	**223.07**
Depreciation	0.01	0.02	0.03	0.08	0.10	0.02	0.06	0.07	0.09	0.10
EBIT	**2.40**	**9.01**	**36.44**	**135.91**	**346.39**	**(1.11)**	**8.18**	**64.51**	**116.95**	**222.97**
Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pre-tax income	**2.40**	**9.01**	**36.44**	**135.91**	**346.39**	**(1.11)**	**8.18**	**64.51**	**116.95**	**222.97**
Tax expense (NYC City Tax)	0.10	0.36	1.46	5.44	13.86	0.00	0.33	2.58	4.68	8.92
Net income	**2.31**	**8.65**	**34.98**	**130.47**	**332.53**	**(1.11)**	**7.85**	**61.93**	**112.27**	**214.05**
Memo: Total signed clients	1	1	2	6	10	1	3	6	10	14

Year 1 Budget

Year 1 Budget

Note: Business plan financials assume on premise implementation for Credit Suisse in the first year and cloud operating model the following years. For other clients, business plan financials assume cloud operating model. For certain clients who prefer an on premise, non-cloud hosted solution, the extra costs will be passed along to those customers and determined in client SLAs.

"True Capital Relief" revenue is a defined term in the Master Services and Software License agreement. True Capital Relief means any reduction in UT RWA which is (a) permitted by the Regulator and (b) attributable, in whole or in part, to the Signac Solution.

Balance Sheet

	Depth First Scenario					Explosive Growth without Relief Scenario				
	Extra Qtr	Y1	Y2	Y3	Y4	Extra Qtr	Y1	Y2	Y3	Y4
Assets										
Non-restricted Cash	41.47	50.00	50.00	50.00	50.00	38.89	50.00	50.00	50.00	50.00
Current Assets	41.47	50.00	50.00	50.00	50.00	38.89	50.00	50.00	50.00	50.00
Fixed Assets, Net	0.02	0.07	0.10	0.26	0.25	0.07	0.22	0.21	0.23	0.16
Fixed Assets	0.03	0.09	0.16	0.39	0.48	0.09	0.29	0.36	0.47	0.51
Accumulated Depreciation	(0.01)	(0.02)	(0.06)	(0.13)	(0.23)	(0.02)	(0.08)	(0.15)	(0.24)	(0.34)
Intangible Assets	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Assets	**41.49**	**50.07**	**50.10**	**50.26**	**50.25**	**38.96**	**50.22**	**50.21**	**50.23**	**50.16**
Liabilities & Shareholders' equity										
Current Liabilities	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Accrued License Fees Exp	0.00	0.00	4.67	14.00	28.00	0.00	0.00	14.00	42.00	46.67
Long Term Liabilities	0.00	0.00	4.67	14.00	28.00	0.00	0.00	14.00	42.00	46.67
Total Liabilities	**0.00**	**0.00**	**4.67**	**14.00**	**28.00**	**0.00**	**0.00**	**14.00**	**42.00**	**46.67**
Palantir Equity	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
CS Equity	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
Employee Awards	0.06	4.57	22.82	71.86	135.96	0.07	7.24	22.48	54.31	95.65
Retained Earnings	2.31	10.95	45.94	176.41	508.94	(1.11)	6.74	68.67	180.95	394.99
Accumulated Distributions	(0.88)	(5.46)	(63.32)	(252.02)	(662.65)	0.00	(3.76)	(94.94)	(267.03)	(527.15)
Total Equity	**41.49**	**50.07**	**45.44**	**36.26**	**22.25**	**38.96**	**50.22**	**36.21**	**8.23**	**3.50**
Total Liabilities & Equity	**41.49**	**50.07**	**50.10**	**50.26**	**50.25**	**38.96**	**50.22**	**50.21**	**50.23**	**50.16**

Year 1 Budget

Year 1 Budget

Cash Flow Statement

	Depth First Scenario					Explosive Growth without Relief Scenario				
	Extra Qtr	Y1	Y2	Y3	Y4	Extra Qtr	Y1	Y2	Y3	Y4
Net Income	2.31	8.65	34.98	130.47	332.53	(1.11)	7.85	61.93	112.27	214.05
Depreciation	0.01	0.02	0.03	0.08	0.10	0.02	0.06	0.07	0.09	0.10
NC Employee EQ Awards	0.06	4.51	18.25	49.05	64.09	0.07	7.16	15.24	31.83	41.34
NC FMV License Fees Accrued	0.00	0.00	4.67	9.33	28.00	0.00	0.00	14.00	28.00	46.67
Cash flows from Operations	**2.37**	**13.17**	**57.93**	**188.93**	**424.72**	**(1.02)**	**15.07**	**91.25**	**172.20**	**302.16**
Purchases of Fixed Assets	(0.03)	(0.06)	(0.07)	(0.23)	(0.09)	(0.09)	(0.21)	(0.07)	(0.12)	(0.04)
Cash flows from investing	**(0.03)**	**(0.06)**	**(0.07)**	**(0.23)**	**(0.09)**	**(0.09)**	**(0.21)**	**(0.07)**	**(0.12)**	**(0.04)**
Partner Equity Contribution	40.00	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00
Investor capital raise	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Partner Tax Liability Distribution	(0.88)	(3.29)	(13.29)	(49.58)	(126.36)	0.00	(2.98)	(23.53)	(42.66)	(81.34)
Dividend Payment	0.00	(1.30)	(44.57)	(139.12)	(284.27)	0.00	(0.78)	(67.65)	(129.42)	(178.79)
FMV License Fees Distribution	0.00	0.00	0.00	0.00	(14.00)	0.00	0.00	0.00	0.00	(42.00)
Cash flows from financing	**39.12**	**(4.58)**	**(57.86)**	**(188.70)**	**(424.63)**	**40.00**	**(3.76)**	**(91.18)**	**(172.08)**	**(302.12)**
Net Change in Cash	**41.47**	**8.53**	**0.00**	**0.00**	**0.00**	**38.89**	**11.11**	**0.00**	**0.00**	**0.00**

BoP Cash	0.00	41.47	50.00	50.00	50.00	0.00	38.89	50.00	50.00	50.00
EoP Cash	41.47	50.00	50.00	50.00	50.00	38.89	50.00	50.00	50.00	50.00

Year 1 Budget

Year 1 Budget

Section 6: LLC Agreement Items[1]

For purposes of the Second Amended and Restated Limited Liability Company Agreement of Signac (the "LLC Agreement"):

1. The capital expenditures line item in the Annual Budget referred to in Section 8.3(d) of the LLC Agreement shall be $210,000.

2. The Indebtedness line item in the Annual Budget referred to in Section 8.3(d) of the LLC Agreement shall be $0.

3. The cash reserves contemplated by the Annual Budget or the Business Plan that are referenced in the definition of "Available Cash" in the LLC Agreement shall be $50,000,000.

4. Guidelines with respect to the pricing of the products or services of the Company referred to in Section 9.3(b)(i) of the LLC Agreement are set forth in Section 2: of this business plan under the heading "Client Pricing Philosophy."

1 Capitalized terms have the meanings ascribed to such terms in the LLC Agreement.

EXHIBIT G

LONG TERM INCENTIVE PLAN

I. Purpose. The purpose of this Long-Term Incentive Plan is to promote the interests of Signac, LLC, a Delaware limited liability company (the "Company"), and its Affiliates by (i) attracting and retaining officers, directors, employees and independent contractors of the Company and its Subsidiaries and (ii) enabling such persons to acquire an equity interest in and participate in the long-term growth and financial success of the Company. The Incentive Plan is not intended to preclude other management incentive awards and programs.

II. Definitions. As used in the Incentive Plan, the following terms shall have the meanings set forth below. Capitalized terms used and not defined herein shall have the meaning set forth in the LLC Agreement.

"Cause" shall mean, the definition of "cause" set forth in the Participant's Employment Agreement; provided that if no Employment Agreement which defines Cause is in effect at the time of determination, the following shall constitute Cause for termination: (i) committing fraud or gross negligence that, in the case of gross negligence, has a material adverse effect on the business or financial condition of the Company or its Affiliates; (ii) making a willful material misrepresentation to the Board or the board of directors of the Company's Affiliates; (iii) refusing to comply with any material obligations under this Incentive Plan, any Class C Unit Agreement, any Employment Agreement or any other written agreement between the Participant and the Company and any of its Affiliates or failure to comply with a reasonable instruction of the Board which is not cured (if curable) within fourteen days after receipt of notice; (iv) engaging in any conduct or committing any act that is materially or intentionally injurious or detrimental to the substantial interest of the Company or its Affiliates; (v) being convicted of, or entry of a pleading of guilty or no contest to any (x) felony, (y) lesser crime involving fraud or the willful misappropriation of funds or other property; or (vi) failing substantially to comply with any written rules, regulations, policies or procedures of the Company furnished to the Participant that, if not complied with, could reasonably be expected to have a material adverse effect on the business of the Company or its Affiliates.

"Class C Unit" shall mean a Class C Unit as defined in the LLC Agreement and as awarded hereunder, as set forth in Article VI of the Incentive Plan.

"Class C Unit Agreement" shall mean any written agreement, contract, or other instrument or document in a form approved by the Board, which evidences any Class C Units awarded hereunder or otherwise subject to the terms of the Incentive Plan, which may, but need not, be executed or acknowledged by a Participant.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Company" shall have the meaning set forth in Article I of this Incentive Plan.

"Effective Date" shall have the meaning set forth in Article IX of this Incentive Plan.

"Employment" and "termination of employment" and similar references shall mean, respectively, employment with and termination of employment from the Company or any of its Subsidiaries.

"Employment Agreement" shall mean, with respect to a Participant, the written employment or other service agreement then in effect between the Participant and the Company or one of its Subsidiaries, if any.

"Fair Market Value" shall be determined by the Board in good faith. Such determination shall be conclusive and binding on all persons.

"Incentive Plan" shall mean this Signac, LLC Long-Term Incentive Plan, as may be amended, modified, or supplemented from time to time.

"LLC Agreement" shall mean the Amended and Restated Limited Liability Company Agreement of Signac, LLC, dated as of February 29, 2016, as amended, supplemented or modified from time to time in accordance with its terms.

"Participant" shall mean any Person who is eligible under Article V for, and selected by the Board in its sole discretion to receive, an award of Class C Units under the Incentive Plan.

"Profits Interest Threshold" shall mean, with respect to each Class C Unit, the amount specified as such in the applicable Class C Unit Agreement for such Class C Unit, which amount is intended to be specified at a level such that the Class C Units are Profits Interests at the time of issuance.

"Securities Act" means the Securities Act of 1933 and the rules and regulations promulgated thereunder, as amended from time to time.

"Subsidiary" means (i) when used with respect to the Company or any other limited liability company or other similar entity, any other Person that the Company, or other such limited liability company or entity, directly or indirectly controls the Board, or similar interests of, and (ii) when used with respect to any Person other than a Person included in (i) above, any Person that such Person directly or indirectly owns or has the power to vote or control more than 50% of the voting stock or other interests the holders of which are generally entitled to vote for the election of the board of directors or other applicable governing body of such other Person.

III. Administration

A. Generally. The Incentive Plan shall be administered by the Board; provided, however, that the Board may at any time appoint a committee to perform some or all of the Board's administrative functions hereunder; and provided, further, that the authority of any committee appointed pursuant to this Section III will be subject to such terms and conditions as the Board may prescribe. Subject to the terms of the Incentive Plan and applicable Law, and in addition to other express powers and authorizations conferred on the Board by the Incentive Plan, the Board shall have full power and authority to:

(i) designate Participants;

(ii) determine the number and type of Units, including the applicable Profits Interest Threshold, to be covered by, or with respect to which payments, rights or other matters are to be calculated in connection with, any award under the Incentive Plan;

(iii) determine the other terms and conditions of any award under the Incentive Plan, including any Class C Unit Agreement, subject to the terms of this Incentive Plan;

(iv) determine the extent to which an award becomes vested and/or increase the vested portion of any award under the Incentive Plan;

(v) determine whether, to what extent and under what circumstances (i) unvested awards and (ii) vested awards may be canceled or forfeited following a termination of employment for Cause;

(vi) interpret, administer, reconcile any inconsistency, correct any defect and/or supply any omission in the Incentive Plan and any Class C Unit Agreement or other instrument or agreement relating to, or any award made under, the Incentive Plan;

(vii) establish, amend, suspend or waive such rules and regulations and appoint such agents as it shall deem appropriate for the proper administration of the Incentive Plan, subject to the provisions of Section VII; and

(viii) make any other determination and take any other action that the Board, in its sole discretion, deems necessary or desirable for the administration of the Incentive Plan.

B. Conclusive and Binding. Unless otherwise expressly provided in the Incentive Plan, the LLC Agreement or a Class C Unit Agreement, all designations, determinations, interpretations and other decisions under or with respect to the Incentive Plan or any award made under the Incentive Plan shall be within the sole discretion of the Board, may be made at any time and shall be final, conclusive and binding upon all Persons, including the Company and its participating Affiliates, any Participant, any holder of Class C Units or any other Units, and any holder or beneficiary of any award made under the Incentive Plan. Such designations, determinations, interpretations and decisions by the Board need not be the same with respect to each Participant (whether or not such Participants are similarly situated).

C. Limitations on Liability. Neither the Board nor any member of the Board shall be liable for any action taken or omitted to be taken, or determination made in good faith, with respect to the Incentive Plan or any award made under the Incentive Plan.

D. Delegation. Subject to the terms of the Incentive Plan, the LLC Agreement, the provisions of any Class C Unit Agreement and applicable Law, the Board may delegate all or any part of its responsibilities and powers hereunder to a committee thereof, a Manager, one or more officers or managers of the Company or any Affiliate of the Company,

subject to such terms and limitations as the Board shall determine. Any such delegation may be revoked by the Board at any time.

IV. Number of Class C Units; Adjustments

A. Class C Units. Subject to adjustment as set forth in Article IV.B. below, the aggregate Class C Units available for awards under the Incentive Plan, determined as of the Effective Date, shall be 100,000. If, after the Effective Date, any Class C Unit is forfeited, or if any Class C Unit has expired, terminated or been cancelled or repurchased for any reason whatsoever, then such Class C Unit shall again be available to be awarded hereunder by the Board in its sole discretion in accordance with Article VI below.

B. Adjustments.

(i) In the event the Board determines in good faith that any sale or other extraordinary distribution (whether in the form of cash, Units, securities or other property), recapitalization, reclassification, reorganization, change to organizational form, merger, consolidation, split-up, spin-off, combination, repurchase, liquidation, dissolution, transfer, exchange, or other unusual event or transaction (including changes to capital structure and acquisitions and dispositions of businesses of the Company) affects the Class C Units such that an adjustment is necessary in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Incentive Plan or with respect to any award under the Incentive Plan, then the Board shall make adjustments to the Incentive Plan and such awards in such manner as the Board determines appropriate and equitable, including, without limitation, as to the number of Units and the terms of any outstanding awards made under the Incentive Plan. Adjustments made by the Board pursuant to this Article IV shall be conclusive and binding for all purposes.

(ii) In addition, without limiting the generality of Article IV.B(i) in the event of a Company Sale Transaction pursuant to which some or all Members are entitled to receive, in exchange for their Class A Units and Class B Units, a form of consideration other than stock or other equity interests of the surviving entity or the Company enters into a written agreement to undergo a Company Sale Transaction, the Board may determine in good faith to (x) cancel all or any portion of any outstanding Class C Units and pay to the affected Participant, in cash or capital stock (or other equity interests), or any combination thereof, the Fair Market Value of the Class C Units and/or (y) convert all or some of the outstanding Class C Units into Class A Units or any other class of units or otherwise make provision for the outstanding Class C Units to be Transferred in such transaction. For the avoidance of doubt, under no circumstance shall a Participant be entitled to any payment or conversion in respect of a Class C Unit unless the applicable Profits Interest Threshold for such Class C Unit has been achieved or will be achieved in connection with such transaction.

(iii) Furthermore, and without limiting the generality of Article IV.B(i), upon the occurrence of an Initial Public Offering the Board, subject to the approval of the Board, may determine in good faith to (w) cause the exchange of Class C Units in connection with an IPO Restructuring Transaction for awards or other equity interests of substantially equivalent economic value and apply the vesting provisions applicable to the Class

C Units to such awards; (x) equitably adjust the number of Class C Units issued under the Incentive Plan or under any particular award in accordance with any applicable exchange ratios; (y) equitably adjust the Profits Interest Threshold applicable to any Class C Units in accordance with any applicable exchange ratios; and/or (z) cancel all or any portion of the Class C Units in exchange for payment to the Participant in cash or capital stock (or other equity interests) or any combination thereof, of the Fair Market Value of the Class C Units; in each case, as determined by the Board in a manner materially consistent with the treatment of other Units in the Initial Public Offering, taking into consideration the relative rights of all Units, including the Profit Interest Threshold applicable to Class C Units.

V. Eligibility. Any Person who is an officer, director, employee, independent contractor, or otherwise provides services to the Company or its Subsidiaries shall be eligible to be designated as a Participant in the Incentive Plan by the Managing Member.

VI. Class C Units. The Board may issue or approve the transfer of Class C Units to a Participant pursuant to a Class C Unit Agreement, upon such terms as the Managing Member deems appropriate and consistent with the Incentive Plan. The following provisions are applicable to Class C Units, except as otherwise specified in an applicable Class C Unit Agreement:

A. General Requirements for Class C Units. Class C Units will be issued pursuant to a Class C Unit Agreement. The Board may establish vesting and other conditions under which restrictions on Class C Units shall lapse over a period of time or according to such other criteria as the Board deems appropriate in its sole discretion, and which shall be set forth in the applicable Class C Unit Agreement.

B. Number of Class C Units; Profits Interest Threshold. The Board shall determine the number of Class C Units to be issued or transferred and the restrictions applicable to such award, as well as the Profits Interest Threshold applicable to such award.

C. Termination of Employment. Except as otherwise set forth in an applicable Class C Unit Agreement or otherwise determined by the Board, (i) if a Participant's employment with the Company and its Affiliates is terminated for any reason, all Class C Units granted to such Participant which remain unvested shall be cancelled and forfeited without consideration, and (ii) if a Participant's employment is terminated by the Company or an Affiliate for Cause, all Class C Units granted to such Participant, whether vested or unvested, shall be cancelled and forfeited without consideration. The Board may provide for complete or partial exceptions to the requirements of this Article VI.C as it deems appropriate in its sole discretion. Upon (or following) a Company Sale Transaction or an Initial Public Offering, the vesting of any awarded Class C Units, if applicable, will accelerate only if so provided for in the applicable Class C Unit Agreement or as otherwise determined by the Board, with the approval of the Board.

D. Restrictions on Transfer. Except as provided in the LLC Agreement, the applicable Class C Unit Agreement or consented to by the Board, no Participant shall Transfer, directly or indirectly, any Class C Unit awarded under the Incentive Plan, and any such Transfer shall be void and unenforceable against the Company or any of its Affiliates. In

the event that a Transfer is permitted in accordance with the LLC Agreement, then the certificates evidencing the Class C units will bear the following legend as well as any other legend that may be required by the LLC Agreement:

> "The units evidenced hereby have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and may not be sold, offered for sale, pledged, hypothecated, or otherwise transferred except (a) pursuant to an effective registration under the Securities Act or (b) following receipt of an opinion of counsel satisfactory to the Company that the contemplated transaction qualifies as an exempt transaction under the Securities Act and the rules and regulations promulgated thereunder.
>
> The units evidenced hereby are subject to the terms of that certain Amended and Restated Limited Liability Company Agreement of Signac, LLC, dated as of February 29, 2016, as amended from time to time, by and among the members identified therein, including certain restrictions on transfer, and may not be transferred except in accordance with the terms of such Amended and Restated Limited Liability Company Agreement of Signac, LLC. A copy of such Amended and Restated Limited Liability Company Agreement has been filed in the books and records of the Company and may be available upon request."

E. Voting. Participants holding vested Class C Units shall, in accordance with the LLC Agreement, have no voting rights, consent rights or rights of approval with respect to their Class C Units.

VII. Amendment and Termination. The Board may amend, alter, suspend, discontinue, or terminate the Incentive Plan or any portion thereof at any time; provided that no such amendment, alteration, suspension, discontinuance or termination that would materially adversely affect the rights of any Participant shall be effective without the written consent of a majority-in-interest of all such adversely affected Participants, taking into account, for such purpose, all such outstanding Class C Units, whether or not then vested; provided, further, that such consent shall not be required with respect to an amendment permitted by the LLC Agreement or made to conform the Incentive Plan to the LLC Agreement or any adjustment pursuant to Section IV.B of the Incentive Plan. Notwithstanding the foregoing, the Board reserves the right, from time to time in the future, and in its sole discretion, to award classes of Units to Participants in addition to the Class C Units reserved for issuance hereunder. In the event of any such award, the terms of the Incentive Plan shall be applied without the need of any further amendments thereto (and without any need to obtain the consent of any existing Participants), as if such additional classes of Units were Class C Units described hereunder, except as the applicable award agreements with respect to such additional classes of Units may otherwise provide.

VIII. General Provisions

A. No Rights to Awards. No Person shall have any claim to receive any award under the Incentive Plan. Except as provided in Article IV.A, there is no obligation for uniformity of treatment of Participants regarding the number of Class C Units awarded or

made. The terms and conditions of awards made under the Incentive Plan need not be the same with respect to each Participant.

B. Joinder to LLC Agreement; Section 83(b) Election. Unless the Board determines otherwise, as a condition subsequent to the issue or transfer of any Class C Unit, the Participant will be required to (i) become a party to the LLC Agreement and (ii) make a timely, valid election under Section 83(b) of the Code.

C. Tax Withholding. A Participant may be required to pay to the Company, and the Company and its Affiliates shall have the right and are hereby authorized to withhold from any payment due or transfer made under any Class C Unit, under the Incentive Plan or from any other amount owing to a Participant (including in connection with any Transfers), the amount (in cash, securities or other property) of any applicable U.S. Federal, state, local or non U.S. withholding taxes in respect of a Class C Unit or any payment or transfer under a Class C Unit or the Incentive Plan and to take such other action as may be necessary in the opinion of the Board to satisfy all obligations for the payment of such taxes.

D. Profits Interest Designation. Unless otherwise determined by the Board upon grant of an award, it is intended that the Class C Units granted hereunder will be interests in the profits of the Company satisfying the requirements for a partnership interest transferred in connection with the performance of services, as set forth in Revenue Procedures 93-27 and 2001-43, unless superseded by IRS Notice 2005-43, in which case as set forth in Proposed Treasury Regulation §1.83-3(l), IRS Notice 2005-43 and any similar or related authority.

E. Section 409A. The Incentive Plan is intended not to be a nonqualified deferred compensation plan under Section 409A of the Code; provided, however, to the extent that the Incentive Plan or any part thereof is deemed to be a nonqualified deferred compensation plan subject to Section 409A of the Code, (i) the provisions of the Incentive Plan shall be interpreted in a manner to the maximum extent possible to comply with Section 409A of the Code in accordance with Section 409A of the Code and (ii) the Board may amend the Incentive Plan for purposes of complying with Section 409A of the Code.

F. No Limit on Other Compensation Arrangements. Nothing contained in the Incentive Plan shall prevent the Company or any of its Affiliates from adopting or continuing in effect any other compensation arrangement, which may, but need not, provide for the award of Class C Units, securities and other types of awards, and such arrangements may be either generally applicable or applicable only in specific cases.

G. No Right to Employment. No award made hereunder shall be construed as giving a Participant the right to be retained in the employ of, or in any other continuing relationship with, the Company or any of its Affiliates.

H. Special Incentive Compensation. By acceptance of an award of Class C Units hereunder, each Participant shall be deemed to have agreed that such award is special incentive compensation that will not be taken into account, in any manner, as salary, compensation or bonus in determining the amount of any payment under any pension,

retirement, life insurance, disability, severance or other employee benefit plan of the Company or any of its Affiliates. In addition, each beneficiary of a deceased Participant shall be deemed to have agreed that such award will not affect the amount of any life insurance coverage, if any, provided by the Company or any of its Affiliates on the life of the Participant that is payable to such beneficiary under any life insurance plan covering the Participant.

I. Other Laws. The Board may refuse to issue or approve the Transfer of any Class C Units if it determines, in its sole discretion, that the issuance or transfer of such Class C Units would violate the LLC Agreement, the Securities Act or any applicable Law or regulation. Without limiting the generality of the foregoing, no award of a Class C Unit hereunder shall be construed as an offer to sell securities of the Company, and no such offer shall be outstanding, unless and until the Company in its sole discretion has determined that any such offer, if made, would be in compliance with all applicable securities Laws.

J. No Trust or Fund Created. Neither the Incentive Plan nor any award made under the Incentive Plan shall create or be construed to create a trust or separate fund of any kind, or a fiduciary relationship between the Company, the Board, any Affiliate and a Participant or any other Person, except as otherwise expressly required by applicable Law.

K. Governing Law. The validity, construction and effect of the Incentive Plan and any rules and regulations relating to the Incentive Plan and any Class C Unit Agreement shall be determined in accordance with the Laws of the State of Delaware applicable to agreements made and to be performed entirely within such state.

L. Severability. If any provision of the Incentive Plan or any award made hereunder is, becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction or as to any Person or any such award, such provision shall be construed or deemed amended to conform to the applicable Laws, or if it cannot be construed or deemed amended without, in the determination of the Board, materially altering the intent of the Incentive Plan or the award, such provision shall be stricken as to such jurisdiction, Person or award and the remainder of the Incentive Plan and any such award shall remain in full force and effect.

M. Headings. Headings are used herein solely as a convenience to facilitate reference and shall not be deemed in any way material or relevant to the construction or interpretation of the Incentive Plan or any provision thereof.

N. Interpretation. Unless the express context otherwise requires, with respect the Incentive Plan or any Class C Unit Agreement: (i) the terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa; (ii) wherever the word "include," "includes" or "including" is used, it shall be deemed to be followed by the words "without limitation;" and (iii) except where otherwise indicated by the context, any masculine term used herein shall also include the feminine.

O. Amendment to LLC Agreement. Neither the adoption of the Incentive Plan nor any award made hereunder shall restrict in any way the adoption of any amendment to the LLC Agreement in accordance with its terms.

P. Conflict Between the Incentive Plan and the LLC Agreement. The Incentive Plan is subject to the LLC Agreement, the terms and provisions of which are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the LLC Agreement, the applicable terms and provisions of the LLC Agreement will govern and prevail. No Participant who holds only Class C Units shall have any right to receive or review a copy of Schedule A of the LLC Agreement (except for information on Schedule A that relates solely to such Participant) or obtain other information about the identities of the other Participants or the size or nature of such other Participants' interests in the Company.

Q. **DISPUTE RESOLUTION; CONSENT TO JURISDICTION.** ALL DISPUTES BETWEEN OR AMONG ANY PERSONS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE INCENTIVE PLAN, ANY CLASS C UNIT AGREEMENT OR ANY AWARD HEREUNDER (INCLUDING ANY INTERPRETATION OF THE LLC AGREEMENT AS IT PERTAINS TO THE CLASS C UNITS AWARDED HEREUNDER) SHALL BE SOLELY AND FINALLY SETTLED BY THE BOARD, ACTING IN GOOD FAITH. ANY MATTERS NOT COVERED BY THE PRECEDING SENTENCE, BUT WHICH ARISE UNDER THE LLC AGREEMENT SHALL BE SOLELY AND FINALLY SETTLED IN ACCORDANCE WITH THE LLC AGREEMENT, AND EACH PERSON ACCEPTING AN AWARD UNDER THE INCENTIVE PLAN AND THE COMPANY CONSENT TO THE PERSONAL JURISDICTION OF THE COURT OF CHANCERY OF THE STATE OF DELAWARE IN AND FOR NEW CASTLE COUNTY OR, IF THE COURT OF CHANCERY LACKS SUBJECT MATTER JURISDICTION, IN ANOTHER COURT OF THE STATE OF DELAWARE, COUNTY OF NEW CASTLE, OR IN THE UNITED STATES DISTRICT COURT FOR THE STATE OF DELAWARE, AS THE EXCLUSIVE JURISDICTION WITH RESPECT TO MATTERS ARISING OUT OF OR RELATED TO THE INCENTIVE PLAN OR THE LLC AGREEMENT NOT REQUIRED TO BE RESOLVED BY THE BOARD. EACH SUCH PERSON HEREBY IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO THE LAST KNOWN ADDRESS OF SUCH PERSON, SUCH SERVICE TO BECOME EFFECTIVE TEN (10) DAYS AFTER SUCH MAILING.

IX. Effective Date of the Incentive Plan. The Incentive Plan shall be effective as of February 29, 2016 (the "Effective Date"), the date on which the Incentive Plan was approved by the Board.

EXHIBIT H

FORM OF NON-USE AND NON-DISCLOSURE AGREEMENT

SIGNAC, LLC

[Date]

[Board Designee Name]

[Board Designee Address]

Re: Non-Use and Non-Disclosure Letter

Dear [Board Designee Name]:

Reference is made to that certain Second Amended and Restated Limited Liability Company Agreement of Signac, LLC (together with its subsidiaries, the "Company"), dated as of April 20, 2016, by and among the Signac, LLC, Palantir Technologies Inc. ("Palantir") and Credit Suisse First Boston Next Fund Inc. ("CS") (as such may be amended from time to time, the "LLC Agreement").

1. Non-Use and Non-Disclosure. You have been appointed to serve as a manager or director on the board of managers or similar governing body of Signac, LLC and/or one or more of its subsidiaries (collectively, a "Board Designee") and, in connection therewith, you hereby agree that all Confidential Information that you obtain in your capacity as a Board Designee shall be kept confidential and not be disclosed by you in any manner whatsoever and shall be used by you solely for purposes related to your service as a Board Designee; provided, that you shall be permitted to disclose Confidential Information: (a) to any person, if Signac, LLC consents in writing; [(b) to the officers (including, without limitation, senior management, CEO, etc.) of the Member that appointed you as a Board Designee (the "Affiliated Member") and the personnel working in the legal, compliance, accounting, tax or finance groups or similar support or back office groups of the Affiliated Member who, in each case, have a need to know the Confidential Information solely to monitor such Affiliated Member's interest in, or commercial relationship with, the Company and who are, in each case, informed of these confidentiality provisions and under a legal obligation to treat any such information confidentially; provided, that you shall not be permitted to disclose any Confidential Information which you know (after reasonable inquiry) constitutes the trade secret information or similar confidential information of any of the Company's clients to any of the aforementioned individuals pursuant to this clause (b); (c) to the managers or employees of the Affiliated Member (other than those referenced in clause (b)) and the representatives thereof only to the extent that such Confidential Information (i) was previously provided to the Member by the Company or (ii) is marked "Member

Disclosure Permitted";][2] (d) to your counsel or similar representatives; or (e) as may be required or requested by any Governmental Authority, Law or legal process; provided, that, to the extent permitted by Law, prior to making such disclosure, you shall provide the Company reasonably prompt notice of any such required disclosure and, if reasonably requested by the Company, assist the Company, at the Company's expense, in seeking a protective order to prevent the requested disclosure.

2. Definitions. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the LLC Agreement. For the purpose of this letter agreement:

a. "Confidential Information" means all information, whether or not in writing, concerning the Company's and its controlled affiliates' business, technology, marketing plans and strategies, accounting reports and projections, employees, members, customers, vendors, partners, business relationships or financial affairs which the Company has not released to the general public, including any commercial, financial, technical, strategic or proprietary information contained in any form whatsoever, including data, drawings, films, documents and computer readable media, other than any information that (i) was, is or becomes generally available to the public other than as a result of a breach of the LLC Agreement by a Member or its Representatives or a breach of a Director Non-Use and Non-Disclosure Agreement by a Board Designee, (b) was, is or becomes available to you or the Affiliated Member from a source not known by you or the Affiliated Member to be prohibited by a confidentiality agreement with, or other obligation of secrecy to, the Company or any of its controlled affiliates or (c) is independently developed by or for you or the Affiliated Member without the use of any such information received from the Company or its controlled affiliates or any of their respective representatives.

b. "Governmental Authority" means any supra-national, national, state, municipal or local government (including any sub-division, court, administrative agency, commission or other authority thereof) or private body or self-regulatory body or authority exercising any executive, legislative, judicial, administrative, competition, regulatory, licensing, registration, supervisory, taxing, importing or quasi-governmental authority.

c. "Law" means any applicable constitutional provision, statute, act, code (including the Internal Revenue Code of 1986 and, to the extent applicable, the regulations promulgated thereunder), law, regulation, rule, ordinance, order, decree, ruling, proclamation, resolution, judgment, decision, declaration, or interpretative or advisory opinion or letter of a domestic, foreign or international Governmental Authority and shall include, for the avoidance of doubt, the Delaware Limited Liability Company Act and any publicly announced policy or regulatory guidance or interpretive statement of any relevant Governmental Authority.

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[2] Note to Draft: Clauses (b) and (c) to be included if the director is an appointee, or full-time employee, of a Member.

3. Choice of Law. This letter agreement and any dispute arising out of, relating to or in connection with this letter agreement, shall be construed (both as to validity and performance), interpreted and enforced in accordance with the Laws of the State of Delaware, without regard to any conflicts of law provisions thereof that would result in the application of the Laws of any other jurisdiction.

4. Miscellaneous. This Agreement may not be amended except by a written instrument signed by all of the parties hereto. This Agreement is binding on and is for the benefit of the parties hereto and their respective successors, permitted assigns, heirs, executors, administrators and other legal representatives. Neither this Agreement nor any right or obligation hereunder may be assigned by any party hereto without the prior written consent of the other parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signature page follows]

Please indicate your acceptance of the terms and provisions of this letter agreement by signing below.

Sincerely,

SIGNAC, LLC

_____

Name:
Title:

Agreed, Acknowledged and Accepted:

_____

[Board Designee Name]