

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim (“Plaintiffs”), individually and on behalf of the classes of individuals that they seek to represent, and Defendant AlphaSights Inc. (“AlphaSights” or “Defendant”) (collectively, the “Parties”).

RECITALS

WHEREAS, by letters dated February 7 and 17, 2022, Plaintiffs, former AlphaSights associates, informed Defendant that they planned to bring a class and collective action against Defendant to recover unpaid wages on behalf of themselves and other similarly situated employees who have worked for AlphaSights nationwide.

WHEREAS, Plaintiffs threatened to bring class and collective claims on behalf of (a) all current and former associates who worked for Defendant within the State of New York, based on allegations that Defendant, among other things, misclassified them as exempt employees and thus violated the Fair Labor Standards Act (“FLSA”) and New York Labor Law (“NYLL”) and corresponding Department of Labor Regulations with respect to overtime, wage statements, wage notices, meal periods, rest breaks, timing of pay and derivative claims; and (b) all current and former associates who worked for Defendant within the State of California, based on allegations that Defendant, among other things, misclassified them as exempt employees and thus violated the FLSA, California Labor Code, applicable Wage Orders, and the California Unfair Business Practices Law with respect to overtime, wage statements, meal periods, rest breaks, and timing of pay and derivative claims.

WHEREAS, Plaintiffs also threatened to bring California Private Attorneys General Act (PAGA) claims arising from the above-described wage-and-hour claims for associates who worked for Defendant within the State of California.

WHEREAS, the Parties thereafter explored the possibility of negotiating a pre-suit resolution of the Threatened Litigation.

WHEREAS, in connection with the settlement negotiation process, Defendant’s Counsel¹ provided extensive information to Class Counsel concerning the claims at issue and the alleged damages of the Class Members, including their workweeks during the relevant time periods, as well as the nature and size of the putative state classes.

WHEREAS, Class Counsel conducted an in-depth review and analysis of the information provided by Defendant’s Counsel.

WHEREAS, Plaintiffs, through their counsel, and Defendant, through its counsel, engaged in a series of arms-length negotiations, including with the assistance of an experienced

¹ All capitalized terms are defined in Section 2 (“Definitions”) below.

mediator, Dina Jansenson, Esq., which culminated in the Parties reaching the agreement described herein.

WHEREAS, Defendant has denied and continues to deny all of the allegations made by Plaintiffs in the Threatened Litigation and has denied and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Threatened Litigation. Defendant maintains that all current and former Associates were and are properly classified as exempt and received all wages, notices, wage statements, and breaks to which they were and are entitled during all relevant periods.

WHEREAS, without admitting or conceding any liability or damages whatsoever on behalf of Defendant, and without admitting or conceding any lack of merit underlying the claims described above on behalf of Plaintiffs, the Parties have agreed to settle the Threatened Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of litigating the Threatened Litigation.

WHEREAS, the settlement described herein is intended to resolve all claims raised in, and related to, the Threatened Litigation.

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Defendant in the Threatened Litigation, and the impact of this Agreement on Plaintiffs and the Class.

WHEREAS, based upon their analysis and their evaluation of a number of factors, and recognizing the substantial risks of pursuing litigation with respect to certain claims, including the possibility that the Threatened Litigation, if not settled now, might result in a recovery that is less favorable to Class Members, and that would not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs and Class Members.

WHEREAS, for the sole purpose of effectuating this Agreement (and, more specifically, gaining preliminary and final approval of the Parties' settlement of Plaintiffs' class and collective action claims), Plaintiffs will file the Settlement Action in the Court and move for preliminary approval of the settlement following the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties hereto agree to a full and complete settlement of the Threatened Litigation on the following terms and conditions:

1. THE CONDITIONAL NATURE OF THIS AGREEMENT

This Agreement is made for the sole purpose of settling the Threatened Litigation on a collective and class-wide basis. This Agreement and the settlement it evidences are made in compromise of disputed claims. This Agreement is intended by the Parties to fully, finally and forever resolve, discharge, and settle the Released State and Local Law Claims and Released Federal Law Claims upon and subject to the terms and conditions hereof. Because this action is

being settled as class and collective actions, this Settlement must receive both preliminary and final approval by the Court. Accordingly, the Parties enter into this Agreement and associated settlement on a conditional basis. In the event the Court does not enter an Order Granting Final Approval, or in the event the associated Judgment does not become a Final Judgment for any reason: (a) this Agreement (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections 4.14.16 and 4.14.3, return of all documents and discovery set forth in Section 4.15, tolling set forth in Section 4.17, and no waiver of alternative dispute resolution (“ADR”) or arbitration agreements set forth in Section 4.16) shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or utilized by any party for any purpose whatsoever; and (b) Plaintiffs shall withdraw their claims without prejudice and re-file in federal court. Further, the negotiation, terms, and entry of this Agreement shall remain subject to the provisions of Federal Rule of Evidence 408, and any other analogous rules of evidence that are applicable.

Defendant denies all claims as to liability, damages, penalties, interest, attorneys’ fees or costs, restitution, injunctive relief and all other forms of relief, as well as the collective and class allegations asserted in the Threatened Litigation. The Parties have agreed to resolve the Threatened Litigation via this Agreement, but to the extent this Agreement is deemed void or the Effective Date does not occur, the Parties do not waive any claims or procedural or substantive defenses or arguments but rather expressly reserve all rights to make those claims and challenge such claims and allegations in the Threatened Litigation upon all procedural and factual grounds, including, without limitation, the ability to challenge class and/or collective action treatment on any grounds, including, as applicable, through an opposition to a motion for certification, a motion for decertification, a motion for dismissal of certain claims, plaintiffs and/or opt-ins, and/or a motion for summary judgment as to any claims, plaintiffs and/or opt-ins, as well as asserting any and all other potential defenses or privileges. Defendant further does not waive any procedural or substantive right to enforce any arbitration agreements and/or class, collective and/or representative action waivers in the Threatened Litigation or in any other action or circumstances. Plaintiffs further do not waive any procedural or substantive right to preclude enforcement of any arbitration agreements and/or class, collective and/or representative action waivers in the litigations or in any other action or circumstances. Plaintiffs and Class Counsel on the one hand, and Defendant and Defendant’s Counsel on the other hand, agree that the Parties retain and reserve all of these rights and they agree not to take any position to the contrary; specifically, the Parties agree not to argue or present any argument, and hereby waive any argument, that based upon this Agreement, the Parties cannot make arguments for or against class certification and/or collective action treatment on any grounds or through any means, enforce or preclude the enforcement of any arbitration agreements and/or class, collective and/or representative action waivers, file motions for dismissal and/or summary judgment as to any claims, plaintiffs, and/or opt-ins, and/or assert any and all other potential claims or defenses and privileges if the Threatened Litigation were to proceed.

2. **DEFINITIONS**

The defined terms set forth herein shall have the meanings ascribed to them below.

2.1 **“Agreement”** means this Settlement Agreement and Release (including all exhibits hereto).

2.2 **“Administrative Costs”** means the amount to be paid to the Claims Administrator for its costs in connection with administering the terms of this Agreement, including the costs of all notices set forth in Section 4.4 and its subsections.

2.3 **“Associates”** means any associates employed by AlphaSights in the Capital Markets, Corporate, Content, Growth/Consulting, Network Intelligence, Private Equity and/or Surveys business units/teams during the Covered Period.

2.4 **“Claim Form”** means the form that Class Members must submit in order to become a Participating Claimant and recover a Settlement Payment pursuant to Section 4.4.9. However, Plaintiffs shall be deemed Participating Claimants and are not required to submit a Claim Form. The Claim Form shall be in the form attached as Exhibit B to this Agreement. If the Claims Administrator deems a Claim Form invalid for any reason, the Class Member shall receive notice of the issue and be given the opportunity to cure the Claim Form within fourteen (14) calendar days of notice being sent by the Claims Administrator.

2.5 **“Claim Form Deadline”** means the date that is sixty (60) calendar days after the Claim Form Mailing Date. If the Claims Administrator re-mails the Class and Collective Notice to any individual pursuant to Section 4.4.4 of this Agreement because the first mailing was returned as undeliverable or because an individual requested a reissued Class and Collective Notice, the Claim Form Deadline for such individuals shall be the later of: (a) sixty (60) calendar days after the Claim Form Mailing Date; or (b) twenty-one (21) calendar days after any re-mailing. If the Claim Form Deadline falls on a Sunday or holiday, the deadline to return the Claim Form will be the next business day that is not a Sunday or holiday.

2.6 **“Claim Form Period”** means the period between the Claim Form Mailing Date and the Claim Form Deadline.

2.7 **“Claim Form Mailing Date”** means the date on which the Claims Administrator initially mails the Class and Collective Notice to the Class, which will occur following the entry of the Preliminary Approval Order and within fifteen (15) business days after the Claims Administrator receives the Class Member Data from Defendant.

2.8 **“Claims Administrator”** means the third-party claims administration firm to be mutually agreed to by the Parties within thirty (30) days of the execution of this Agreement that will prepare the Class and Collective Notices, Claim Forms and reminder notices in the forms attached hereto as Exhibits A-C; establish and maintain the online submission portal where Class Members can submit a Claim Form; provide the Class and Collective Notice via U.S. mail and email to the Class; calculate and administer all payments under the Settlement to Plaintiffs, Participating Claimants, PAGA Members and Class Counsel; refer to Class Counsel all inquiries about the Settlement by putative Class Members regarding matters not within the Claims Administrator’s duties specified herein; handle tax determinations, payments, and reporting; respond to the Parties, Class Counsel’s and Defendant’s Counsel’s inquiries, requests or communications consistent with the Claim’s Administrator’s duties; keep track of and promptly furnish to the Parties copies of any Objections and Opt-Out Requests the Claims Administrator

receives; provide weekly reports on the Settlement to the Parties; provide a compliance affidavit in connection with the Motion for Judgment and Final Approval; handle the California unclaimed property process for any Settlement Check to a California-based PAGA Member not cashed; and perform other duties that are mutually assigned by the Parties.

2.9 “**Class**” means collectively: (a) all Plaintiffs; and (b) Class Members.

2.10 “**Class and Collective Notice**” means the “Notice of Proposed Class and Collective Action Settlement” to be mailed to the Class by the Claims Administrator, substantially in the form attached hereto as Exhibit A.

2.11 “**Class Counsel**” means Melissa Stewart and Jennifer Davidson of Outten & Golden LLP.

2.12 “**Class Members**” means all Associates classified as exempt and employed in: (a) New York at any time during the period starting six years prior to the filing of the Complaint through October 31, 2022 (“**New York Class Members**”); or (b) California at any time during the period starting four years prior to the filing of the Complaint through October 31, 2022 (“**California Class Members**”).

2.13 “**Class Member Data**” means the electronic file that Defendant will provide to the Claims Administrator containing relevant information regarding each Class Member, including each person’s name, last known mailing address, last known personal email address, state(s) where employed, dates of employment in a relevant position, and social security number.

2.14 “**Confidential Material**” means all communications or information exchanged during and in connection with the Settlement discussions and mediation process, including but not limited to documents, oral statements, data, information, facts, positions, position statements, settlement offers, or settlement terms.

2.15 “**Covered Period**” means for: (a) New York Class Members, the period starting six years prior to the filing of the Complaint through October 31, 2022; (b) California Class Members, the period starting four years prior to the filing of the Complaint through October 31, 2022; and (c) PAGA Members, the period January 5, 2022 through October 31, 2022.

2.16 “**Covered Position**” means, collectively, current and former Associates employed by Defendant during the Covered Period.

2.17 “**Court**” means the New York State Supreme Court, Suffolk County.

2.18 “**Defendant**” means AlphaSights Inc.

2.19 “**Defendant Releasees**” means AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or

present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

2.20 **“Defendant’s Counsel”** means Sam S. Shaulson and Brendan T. Killeen of Morgan, Lewis & Bockius LLP.

2.21 **“Effective Date”** means the date on which the Judgment becomes a Final Judgment.

2.22 **“Enhancement Award(s)”** means an amount approved by the Court to be paid to the Plaintiffs (the “Recipients”) as set forth in Section 4.6.2, in addition to their Settlement Payment as Participating Claimants, in recognition of their efforts in coming forward as Plaintiffs and/or otherwise benefitting the Class. As a condition of receiving an Enhancement Award, each Recipient shall execute and agree to an individual general release agreement as set forth in Section 4.6.2 of this Agreement.

2.23 **“Fairness Hearing”** means the hearing on the Motion for Judgment and Final Approval.

2.24 **“Final Judgment”** means the latest of: (a) the date of final affirmance on an appeal of the Judgment; (b) the date of final dismissal, with prejudice, of the last pending appeal from the Judgment; or (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment. Notwithstanding the foregoing, any proceeding or order, or any appeal, or petition for a writ pertaining solely to the award of attorneys’ fees, attorneys’ costs, and/or Administrative Costs shall not in any way delay or preclude the Judgment from becoming a Final Judgment.

2.25 **“General Released Claims”** means any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys’ fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. The General Released Claims include, but are not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if the Recipients accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act (“ADEA”) and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee

Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. The General Released Claims are intended to reflect a full and general release of claims, and shall be interpreted as broadly as possible consistent with applicable law. Recipients further covenant that they will not participate in any other legal actions against Defendant regarding the General Released Claims, and will not opt-in, withdraw any opt-in, and opt-out of those actions if they become aware of such actions. Recipients (except for Plaintiff Kelly Black) further agree that they shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this Release shall be a complete bar to any such application, employment, continued employment, or re-employment.

2.26 **“Judgment”** means the judgment to be rendered by the Court pursuant to this Agreement.

2.27 **“Labor and Workforce Development Agency Payment”** means the amount that the Parties have agreed to pay to the California Labor and Workforce Development Agency (“LWDA”) in connection with the settlement and release of claims for penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”). The Parties have agreed that Forty Thousand Dollars (\$40,000) of the Maximum Settlement Amount will be allocated to the resolution of any PAGA Members’ claims for penalties under PAGA (the “PAGA Settlement Amount”). Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), of the PAGA Settlement Amount will be allocated to PAGA Members for separate and individual PAGA Settlement Payments, the amount of which will be determined on a pro-rata basis according to the PAGA Members’ PAGA-eligible Workweeks.

2.28 **“Maximum Settlement Amount”** means the total maximum amount that Defendant shall pay under the terms of this Agreement, which is the gross sum of Six Million Dollars (\$6,000,000.00) and includes, without limitation, all Settlement Payments to the Participating Claimants, including the employee’s share of payroll taxes, Class Counsel’s attorneys’ fees and costs, Administrative Costs, Enhancement Awards, the Labor and Workforce Development Agency Payment, and the Reserve Fund. Defendant shall pay the employer’s share of payroll taxes with respect to Participating Claimants’ Settlement Payments separately. As set forth herein, the Claims Administrator will issue all of the above-referenced payments in accordance with the applicable provisions of this Agreement.

2.29 **“Net Settlement Amount”** means the remainder of the Maximum Settlement Amount after deductions for court-approved attorneys’ fees and costs as described in Section 4.6.1, court-approved Enhancement Awards as described in Section 4.6.2, the Labor and Workforce Development Agency Payment as described in Section 4.6.5, the Reserve Fund as described in Section 4.7, and Administrative Costs as described in Section 2.2.

2.30 **“Opt-Out Request”** means a written request to the Claims Administrator, signed by a Class Member requesting exclusion from the Settlement, which must: (a) be signed by the Class Member; (b) contain the name, mailing address, and email address of the Class Member

requesting exclusion; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by mail or email to the Claims Administrator at the specified mailing address or email address; and (e) be postmarked or emailed by the Claim Form Deadline, as specified on the Class and Collective Notice. The date of the postmark on the return mailing envelope or the date of the return email will be the exclusive means to determine whether an Opt-Out Request has been timely submitted. In the event the date is not included on the postmark, the Opt-Out Request will be presumed to have been mailed three (3) calendar days prior to the date the Claims Administrator receives the Opt-Out Request. A Class Member who does not request exclusion from the settlement will be deemed to be a Settlement Class Member and will be bound by all terms of this Agreement if the Settlement is granted final approval by the Court.

2.31 **“Opt-Outs”** means any Class Member who timely submits an Opt-Out Request in compliance with Section 4.4.13.

2.32 **“Order Granting Final Approval”** means the final Order entered by the Court after the Fairness Hearing approving, *inter alia*, the terms and conditions of this Agreement.

2.33 **“Order Granting Preliminary Approval”** means the Order entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Agreement, the manner and timing of providing notice to the Class, and the time period for opt-outs and objections.

2.34 **“PAGA Members”** means any individual employed by AlphaSights in California as an Associate and classified as exempt at any time from January 5, 2022 until October 31, 2022.

2.35 **“PAGA Settlement Payment”** means the portion of the PAGA Settlement Amount allocated and distributable to each PAGA Member as calculated pursuant to Section 4.6.5. PAGA Members will receive their PAGA Settlement Payment regardless of whether they opt-out of the Settlement or return Claim Forms to become Participating Claimants.

2.36 **“Participating Claimant(s)”** means: (a) Plaintiffs; and (b) Class Members who submit a timely and valid Claim Form in response to the Class and Collective Notice.

2.37 **“Plaintiffs”** means Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim.

2.38 **“Preliminary Approval Date”** means the date that the Court enters the Order Granting Preliminary Approval.

2.39 **“Released Federal Law Claims”** means any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated arising under the Fair Labor Standards Act of 1938 (“FLSA”), as amended, 29 U.S.C. § 201, *et. seq.*, and any and all derivative and/or related

federal claims, including but not limited to claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to keep accurate records, any and all claims for recovery of overtime pay, minimum wage, premium pay, interest, and/or penalties, that accrued while the Participating Claimant was employed in a Covered Position during the applicable Covered Period, for any type of relief related to wage and hour claims, including without limitation, claims for wages, penalties, liquidated damages, interest, attorneys' fees, litigation costs, or equitable relief.

2.40 **“Released State and Local Law Claims”** means any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising under state and local law, whether in law or equity, whether sounding in tort, contract, statute, common law, or other applicable law or regulation including claims that the Settlement Class Member does not know of or suspect to exist in his/her favor, that accrued while the Settlement Class Member was employed in a Covered Position during the Covered Period, for any type of relief related to wage and hour claims, including without limitation, claims for wages, damages, premium pay, unpaid costs, expenses, and related claims for penalties (including any applicable late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) all claims asserted or which could have been asserted in the Threatened Litigation which arose under the facts alleged and/or applicable state or local wage and hour laws and regulations; (b) all claims under applicable state or local laws and regulations for the failure to pay any type of overtime compensation or other wages (including minimum wage, late payments of wages, or business expenses); (c) all claims arising under any applicable state or local laws or regulations for the failure to provide or pay for meal periods and/or rest periods; (d) all claims under applicable state or local laws or regulations, including but not limited to alleged recordkeeping violations stemming from or based on alleged misclassification; (e) all claims arising under any applicable state or local laws or regulations for the failure to furnish accurate, itemized wage statements or other notices; and (f) all claims for penalties or additional damages arising from the claims described in (a) through (e) inclusive above under applicable state or local law. The Released State and Local Claims are the claims meeting the above definition under any and all applicable state and local statutes, regulations or common law (including, but not limited to, the New York Labor Law and New York State Department of Labor Regulation for New York Class Members and the California Labor Code, applicable California Wage Orders, and the California Unfair Business Practices Law for California Class Members), as well as any federal, state or local claims related to any claim for benefits arising from any Settlement Payment under this Settlement Agreement, including but not limited to the Employee Retirement Income Security Act (“ERISA”).

2.41 **“Released PAGA Claims”** means any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising from the Released State and Local Law Claims, under the California Private Attorneys General Act that accrued while a PAGA Member was employed in a Covered Position during the Covered Period. All PAGA Members are bound by this release of PAGA claims upon the Effective Date.

2.42 **“Reserve Fund”** means Fifty Thousand Dollars (\$50,000) of the Maximum Settlement Amount that will be used to pay: (a) late claims, as determined by the Claims Administrator following consultation with the Parties; and (b) disputed allocations and purported non-members who have a good-faith claim that they should be Class Members, as determined by the Claims Administrator following consultation with Defendant. Any remaining portion of the Reserve Fund shall revert to Defendant.

2.43 **“Settlement”** means the terms and conditions set forth in this Agreement.

2.44 **“Settlement Action”** means the action filed in the Court for the sole purpose of effectuating this Agreement and, more specifically, gaining preliminary and final approval of the Parties’ Settlement of Plaintiffs’ class and collective action claims.

2.45 **“Settlement Class”** or **“Settlement Class Members”** means all of the Class Members who do not opt-out of the Settlement Class by timely submitting an Opt-Out Request pursuant to Section 4.4.13. As set forth herein, all Settlement Class Members will be bound by the Released State and Local Law Claims portion of the Judgment if the Effective Date occurs. In addition, Participating Claimants shall be bound by the Released Federal Law Claims portion of the Judgment if the Effective Date occurs. The Recipients shall also be bound by the General Released Claims if they accept an Enhancement Award and the Effective Date occurs.

2.46 **“Settlement Payment(s)”** means the portion of the Net Settlement Amount allocated and distributable to each Participating Claimant as calculated pursuant to Section 4.8.1. If the Total Workweeks exceed 75,000, the Parties will calculate Settlement Payments consistent with the Alternative Settlement Formula detailed in Appendix A. Only individuals who become Participating Claimants are eligible to receive a Settlement Payment under this Agreement.

2.47 **“Threatened Litigation”** means the class and collective action that Plaintiffs, by letters dated February 7 and 17, 2022, threatened to bring against Defendant to recover unpaid wages on behalf of themselves and other similarly situated employees who have worked for AlphaSights nationwide.

2.48 **“Total Workweeks”** means the combined Workweeks for all Class Members during the Covered Period, up to a maximum of 75,000 workweeks.

2.49 **“Unclaimed Funds”** means the aggregate amount remaining of the Net Settlement Amount after all Settlement Payments to Participating Claimants are made. Any Unclaimed Funds shall revert to Defendant. Any uncashed PAGA Settlement Payment shall revert to the California Unclaimed Property Fund in the name of the PAGA Member and shall not revert to Defendant.

2.50 **“Workweeks”** means: (a) any weeks worked by a Class Member for Defendant in a Covered Position in New York during the period starting six years prior to the filing of the Complaint through October 31, 2022; and (b) any weeks worked by a Class Member for Defendant in a Covered Position in California during the period starting four years prior to the

filing of the Complaint through October 31, 2022. The definition of Workweeks does not include any full weeks in which a Class Member worked for Defendant in a position other than that of a Covered Position.

2.51 “**Workweek Amount**” means the Net Settlement Amount divided by the Total Workweeks.

3. **Retention of Claims Administrator**

The Claims Administrator shall be responsible for the claims administration process and distributions to Participating Claimants and PAGA Members as provided herein, as well as for making any mailings required under this Agreement. The Parties agree to cooperate with the Claims Administrator and assist it in administering the Settlement, and the Parties shall have equal access to the Claims Administrator. The Claims Administrator’s fees and costs shall be paid out of the Maximum Settlement Amount.

4. **The Settlement**

4.1 *Notice to Labor and Workforce Development Agency.* On January 5, 2023, pursuant to California Labor Code § 2699.3(a)(1), Plaintiff Kelly Black provided written notice through the appropriate website to the LWDA and by certified mail to the Defendant of the specific provisions of the California Labor Code that Plaintiffs allege that Defendant has violated, including the facts and theories to support the alleged violations.

4.2 *Certification of Class and Collective for Settlement Purposes Only*

4.2.1 The Parties stipulate, for settlement purposes only, to the certification by the Court of (a) a collective pursuant to 29 U.S.C. § 216(b) as to the FLSA claims asserted in the Threatened Litigation; and (b) of classes pursuant to New York Civil Practice Law and Rules 901 *et seq.* (“Rule 901”) as to all state law claims asserted in the Threatened Litigation, which are claims under California and New York wage and hour laws, and the appointment of the Plaintiffs as class representatives, and the appointment of Class Counsel as class counsel.

4.2.2 If, for any reason, the Court does not approve this Agreement, fails to enter the Order Granting Final Approval, or fails to enter the Judgment, or if this Agreement is lawfully terminated for any other reason, the Parties’ stipulation to the certification of any class or collective for settlement purposes shall be deemed null and void *ab initio*, and Defendant shall retain the absolute right to dispute the propriety of class and collective certification on all applicable grounds.

4.3 *Court Approval of Class and Collective Notice and a Settlement Hearing.*

4.3.1 The Plaintiffs, by and through their counsel of record, shall file a complaint to initiate the Settlement Action, file this Agreement with the Court and move for preliminary approval of this Agreement, conditional certification of the collective pursuant to Section 216(b) and preliminary certification of the Class pursuant to Rule 901 for the purposes of providing notice of the Settlement, and approval of the Class and Collective Notice and related

documents. Class Counsel will prepare the Complaint and preliminary approval motion and provide drafts of both to Defendant for its review within seven (7) calendar days of the execution of this Agreement; Defendant shall provide any comments or suggested edits within ten (10) calendar days of receipt of the draft. Provided that Plaintiffs incorporate any reasonable comments and revisions provided by Defendant, Defendant will not oppose the motion for preliminary approval. Through the motion for preliminary approval, Plaintiffs, through their counsel of record, will request the Court to enter the Order Granting Preliminary Approval approving the terms of this Agreement, conditionally certifying the collective and preliminarily certifying the Class for settlement notice purposes only, approve the sending of the Class and Collective Notice, and schedule the Fairness Hearing for the purposes of determining the fairness of the Settlement, awarding any attorneys' fees and expenses to Class Counsel and the Enhancement Awards, determining whether to grant final approval of the terms of this Agreement, and to enter Judgment.

4.3.2 If any deadlines related to this Agreement cannot be met, Class Counsel and Defendant's Counsel shall confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement, provided that such a request to the Court may seek only reasonable modifications of the dates and deadlines contained in this Agreement and no other changes.

4.3.3 If the Court enters the Order Granting Preliminary Approval, then at the resulting Fairness Hearing, the Plaintiffs, through their counsel of record, shall seek certification for settlement purposes only, and the Parties, through their counsel of record, shall address any timely written objections, if any, from Class Members who have not filed an Opt-Out Request, and any concerns of the Court, if any, and shall and hereby do, unless provided otherwise in this Agreement, stipulate to final approval of this Agreement and entry of the Judgment by the Court.

4.3.4 Within fourteen (14) calendar days after the Claim Form Deadline (as defined in Section 2.5 above) and prior to the Fairness Hearing described in Section 2.23, and consistent with the rules imposed by the Court, the Plaintiffs, through their counsel of record, shall move the Court for entry of the Order Granting Final Approval along with the associated entry of Judgment. No later than seven (7) calendar days before the Fairness Hearing, Plaintiffs will submit a Motion for Judgment and Final Approval. The Parties shall make all reasonable efforts to secure entry of the Order Granting Final Approval and the associated entry of Judgment. At the Fairness Hearing, Plaintiffs will request that the Court, among other things: (a) certify the collective and classes for purposes of settlement only; (b) enter Judgment in accordance with the terms of this Agreement; (c) approve the Settlement as fair, adequate, reasonable, and binding on all Settlement Class Members; (d) dismiss the Settlement Action with prejudice; (e) enter an order permanently enjoining all Settlement Class Members from pursuing and/or seeking to reopen claims that have been released by this Agreement; and (f) incorporate the terms of this Agreement. If the Court rejects this Agreement, fails to enter the Order Granting Final Approval, or fails to enter the Judgment, this Agreement (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections 4.14.16 and 4.14.3, return of all documents and discovery set forth in Section 4.15, tolling set

forth in Section 4.17, and no waiver of ADR or arbitration agreements set forth in Section 4.16) shall be void *ab initio*, Defendant shall have no obligations to make any payments under this Agreement, except for payment of the Administrative Costs already incurred by the Claims Administrator (which shall be split by the Parties), Plaintiffs shall withdraw the Settlement Action without prejudice and re-file in federal court, and the Parties shall return to the status quo in the Threatened Litigation as if the Parties had not entered into this Agreement, but for the exceptions stated above.

4.4 *Notice to Class Members; Responses to the Notice*

4.4.1 Within fifteen (15) business days after the Court issues the Order Granting Preliminary Approval, Defendant shall provide to the Claims Administrator the Class Member Data. The Class Member Data shall be based on Defendant's payroll, personnel, and/or other business records and provided in a format acceptable to the Claims Administrator. The Claims Administrator shall maintain the Class Member Data as private and confidential and shall not disclose the Class Member Data to any persons or entities other than Defendant's Counsel. The Class Member Data is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and hence cannot be used by the Claims Administrator for any other purpose.

4.4.2 Prior to mailing the Class and Collective Notice to each Class Member, the Claims Administrator shall undertake a reasonable address verification using the National Change of Address Database maintained by the United States Postal Service to ascertain the current accuracy of the last known mailing address of each Class Member. To the extent this process yields an updated address, that updated address shall replace the existing last known mailing address and be treated as the new last known mailing address for purposes of this Agreement and for subsequent mailings.

4.4.3 Within fifteen (15) business days of receipt of the Class Member Data, the Claims Administrator will send via first class mail and email the Court-approved Class and Collective Notice and related settlement documents to each Class Member (the "Claim Form Mailing Date," as per Section 2.7) to their last known mailing address and personal email address (based on Defendant's data and updated as appropriate based on the Claims Administrator undertaking address verification per Section 4.4.2 and any information provided by Class Counsel) with the first class mail documents including an enclosed postage pre-paid return envelope addressed to the Claims Administrator. Within fifteen (15) business days of receipt of the Class Member Data, the Claims Administrator shall establish an online submission portal that allows Class Members to submit Claim Forms. The online submission portal shall also contain details for how Class Members can receive more information about the Settlement.

4.4.4 Any Class and Collective Notice returned as undeliverable shall be traced up to two times (if necessary) by the Claims Administrator using reasonable means to obtain a new mailing/email address or addresses and be re-mailed on time by First Class Mail and/or email, but no remailing shall occur more than sixty (60) calendar days after the Claim Form Mailing Date.

4.4.5 Within the later of thirty (30) calendar days of the Claim Form Mailing Date, or fourteen (14) calendar days of the re-mailing date, the Claims Administrator will send a reminder notice to the last known personal email address of each Class Member reminding them of the Claim Form Deadline.

4.4.6 The Class and Collective Notice will inform the Class Members of the Settlement Formula for determining Settlement Payment amounts, and shall contain each Class Member's estimated Settlement Payment (as described in Section 4.8.1) amount and the Workweeks upon which it is based.

4.4.7 The Class and Collective Notice will also inform the Class Members of their rights to object to the Settlement, the claims to be released, and that if the Settlement is approved by the Court, Participating Claimants and PAGA Members will be mailed a check in the amount of their Settlement Payment and/or PAGA Settlement Payment amount, less any required withholdings. The Class and Collective Notice will also inform the Class Members of their right to opt-out of the Settlement. The Class and Collective Notice will contain the URL for a link to the online submission portal and provide Class Counsel's contact information. The email Class and Collective Notice will contain a button to the web portal for online claim submission.

4.4.8 Plaintiffs shall be deemed Participating Claimants. Provided the Settlement is approved by the Court and the Judgment is entered, Participating Claimants will be bound by the Judgment and are subject to the Released Federal Law Claims as defined in Section 2.39 and Released State and Local Claims as defined in Section 2.40, and PAGA Members will be subject to the Released PAGA Claims as defined in Section 2.41. Subject to approval of the Settlement by the Court and entry of the Judgment and award and receipt of an Enhancement Award, the Recipients shall also be bound by the General Released Claims as defined in Section 2.25.

4.4.9 Class Members who wish to become a Participating Claimant and submit a claim for payment under this Agreement must fully and timely complete, execute, and return the Claim Form, per the instructions therein, postmarked, sent by email, or submitted online by the Claim Form Deadline. Class Members shall return their claim form by U.S. Mail, e-mail, or online submission. In the case of U.S. Mail, the date of postmark shall be considered the date of submission. In the event the date is not included on the postmark, the Claim Form will be presumed to have been mailed three (3) calendar days prior to the date the Claims Administrator receives the Claim Form. Plaintiffs need not submit a Claim Form to receive their respective Enhancement Awards or Settlement Payments.

- (a) If a valid and properly executed Claim Form is not received by the Claims Administrator from a Class Member on or before the Claim Form Deadline, then that individual will have no right to be a Participating Claimant and will have no right to receive payment under this Agreement (except for PAGA Members, who will receive their PAGA Settlement Payment even if they submit a timely Opt-Out Request and/or do not submit a timely Claim Form), provided that the Claims Administrator has

the discretion to accept and resolve: (i) late claims following consultation with the Parties; and (ii) disputed claims following consultation with Defendant, based on a showing of good cause.

- (b) Unless they timely submit an Opt-Out Request pursuant to Section 4.4.13, the Class Members shall be subject to the Released State and Local Law Claims portion of the Judgment even if they do not submit a Claim Form in a timely and proper manner.
- (c) Only Participating Claimants will be subject to the Released Federal Law Claims.

4.4.10 The Claims Administrator has the authority to review any Claim Form received from a Class Member after the Claim Form Deadline and, following consultation with the Parties, determine if good cause exists to deem it timely submitted, in which case such Class Member will be deemed to have timely submitted the Claim Form for purposes of this Agreement. Absent a determination by the Claims Administrator, following consultation with the Parties, or agreement by the Parties, however, any Class Member who fails to return the executed Claim Form postmarked, sent by email or submitted online by the Claim Form Deadline will not be eligible to participate in the Settlement or receive their Settlement Payment.

4.4.11 If any Class Member disputes the Settlement Payment amount listed in their Class and Collective Notice, they must produce written documentation supporting their dispute in connection with submitting their Claim Form. The Claims Administrator will make every effort to resolve all Class Member disputes prior to finalizing the Settlement Payments distributable to the Participating Claimants and any approved amounts that are additional to the Class Member's estimated award will be satisfied from the Net Settlement Amount (subject to the 75,000 workweek cap and related provisions). To the extent the Claims Administrator cannot resolve a Class Member dispute until after the Settlement Payments are distributed to the Participating Claimants, any approved amounts will be satisfied from the Reserve Fund. Defendant's records are presumed to be correct unless a Class Member proves otherwise with documentary evidence. The Claims Administrator will evaluate the evidence submitted by the Class Member and will make the final decision as to the dispute, in consultation with counsel for the Parties. The decision shall be binding on the Class Member and no additional rights of appeal shall exist.

4.4.12 If the Claims Administrator receives a Claim Form from an individual claiming to be a Class Member who was not identified as such by the Parties for purposes of the Class and Collective Notice, the Claims Administrator will evaluate the evidence submitted by the individual and make a final decision as to whether the individual is a Class Member, in consultation with counsel for the Parties. Defendant's records are presumed to be correct unless the individual proves otherwise with documentary evidence. The Claims Administrator's decision shall be binding on the individual and no additional rights of appeal shall exist. To the extent the Claims Administrator finds that the individual should have been identified as a Class Member, the Claims Administrator will calculate the individual's Settlement Payment as set forth in Section 4.8.1. Any such amount will be satisfied from the Reserve Fund.

4.4.13 Class Members will have until the Claim Form Deadline to opt-out of the Settlement set forth in this Agreement. Class Members who wish to exercise this option must timely submit an Opt-Out Request. The Opt-Out Request must be postmarked or sent by email on or before the Claim Form Deadline. In the event the date is not included on the postmark, the Opt-Out Request will be presumed to have been mailed three (3) calendar days prior to the date the Claims Administrator receives the Opt-Out Request.

- (a) Class Members who timely submit an Opt-Out Request shall have no further role with respect to the Settlement set forth in this Agreement, and for all purposes they shall be regarded as if they never were a Class Member, and thus they shall not be entitled to any payment as a result of this Agreement and shall not be entitled to or permitted to assert an objection to this Agreement, except that Class Members who are also PAGA Members and who timely submit an Opt-Out Request shall still receive their PAGA Settlement Payments.
- (b) The Class and Collective Notice shall advise Class Members of their ability to opt-out of the Settlement and of the consequences thereof. Neither the Parties nor any of their counsel will solicit any Class Member to submit an Opt-Out Request.

4.4.14 Class Members who timely submit both an Opt-Out Request and a Claim Form shall be sent a cure letter (in a form similar to that as Exhibit D attached hereto) by the Claims Administrator to seek clarification of whether they intend to opt-out of the Settlement or become a Participating Claimant. The letter will state that, unless the Class Member clarifies within seven (7) calendar days that he/she intends to opt-out, the Class Member will be deemed to be a Participating Claimant.

4.4.15 Class Members who have not filed an Opt-Out Request will have until the Claim Form Deadline to file an objection to the Settlement set forth in this Agreement. Any Class Member who has submitted an Opt-Out Request may not submit objections to the Settlement. To be considered, such statement must be sent by First Class U.S. mail postage prepaid to the Claims Administrator and postmarked by a date certain, to be specified on the Class and Collective Notice. In the event the date is not included on the postmark, the objection will be presumed to have been mailed three (3) calendar days prior to the date the Claims Administrator receives the objection. Objectors also have the right to appear at the Fairness Hearing either in person or through counsel hired by the objectors at their own expense. Objectors who wish to appear at the Fairness Hearing must state their intention to do so at the time they submit their written objections. Objectors may withdraw their objections at any time. No objector may present objections to the Court at the Fairness Hearing unless they have filed a timely objection that complies with the procedures provided in this section and submit a Notice of Intention to Appear, as defined and outlined in the Class and Collective Notice. The Parties may file with the Court written responses to any filed objections no later than seven (7) calendar days before the Fairness Hearing.

4.5 *Defendant's Option to Terminate this Agreement Based On the Opt-Out Requests.*

In the event that the number of Class Members who submit Opt-Out Requests pursuant to Section 4.4.13 is greater than three-and-a-half percent (3.5%) of the total number of Class Members, Defendant shall have the absolute discretionary right to terminate this Settlement and Agreement no later than fourteen (14) calendar days following the Claim Form Deadline and, in such case, each and every one of Defendant's obligations under this Agreement shall cease to be of any force and effect, except that Defendant shall be wholly responsible for payment of the Administrative Costs already incurred by the Claims Administrator, and this Agreement and any orders entered into in connection therewith shall be vacated, rescinded, cancelled and annulled, but the Parties' rights and obligations with respect to the use of this Agreement and the Settlement contemplated hereby will be subject to Sections 1, 4.14.16, 4.14.17, 4.15, and 4.17. If Defendant exercises this option, Plaintiffs shall withdraw the Settlement Action without prejudice and re-file the claims in federal court, and the Parties shall otherwise return to the status quo in the Threatened Litigation as if the Parties had not entered into this Agreement.

4.6 *Payment of Attorneys' Fees and Costs, Enhancement Awards and Labor and Workforce Development Agency Payment*

4.6.1 In advance of the Fairness Hearing, and subject to Court approval, Class Counsel shall apply to the Court for an award of reasonable attorneys' fees not to exceed one-third of the Maximum Settlement Amount, plus reasonable costs and expenses. All attorneys' fees and costs shall be obtained from the Maximum Settlement Amount and under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount. Defendant agrees not to oppose Class Counsel's request for attorneys' fees and costs up to the amounts set forth herein provided it is consistent with this Agreement. Any Court-approved payments made pursuant to this paragraph shall be made by the Claims Administrator in accordance with Sections 4.8, 4.9 and 4.11, and shall constitute full satisfaction of any claim for attorneys' fees or costs related to the Threatened Litigation, the Settlement Action, or this Agreement. Plaintiffs and Class Counsel, on behalf of themselves and all Settlement Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees or costs under any theory related to same, except as to rights created by this Agreement. Plaintiffs shall be responsible for justifying the amount of the attorneys' fees and costs payment to the Court, and they agree to submit, as appropriate, the necessary materials to justify this payment along with the Motion for Final Approval of this Agreement pursuant to Section 4.3.4. All amounts awarded by the Court as attorneys' fees and costs will be paid to Class Counsel and will be reported on an IRS Form 1099 to Class Counsel. The payment of attorneys' fees or expenses to Class Counsel is contingent on receipt of a current, valid W-9 from Class Counsel by the Claims Administrator.

4.6.2 The Enhancement Awards will, subject to Court approval, be paid by the Claims Administrator in amounts not to exceed Seven Thousand Dollars (\$7,000.00) to each Plaintiff for service and assistance to the prosecution of the Threatened Litigation and Settlement Action. Defendant will not oppose the request for Enhancement Awards. All Enhancement Awards shall be obtained from the Maximum Settlement Amount, shall be paid in accordance with Section 4.8.1, and shall only be paid to the Recipients on the condition that they execute an

individual full and general release agreement. The general release agreements for each Recipient are attached hereto as Exhibit E.

4.6.3 In the event the Court (or any appellate court) awards less than the amount requested for attorneys' fees and/or costs, or less than the amount requested for Enhancement Awards, only the awarded amounts shall be paid and shall constitute satisfaction of the obligations of this Agreement and full payment hereunder, except that Plaintiffs reserve the right to appeal any reduction in attorneys' fees and/or costs and Enhancement Awards. Any remaining or unawarded portion of the requested attorneys' fees and costs or Enhancement Awards shall remain with Defendant.

4.6.4 Other than any reporting of the payment of attorneys' fees and costs and Enhancement Awards as required by this Agreement or by law (which the Claims Administrator shall make on behalf of the QSF), Class Counsel and the Recipients, respectively, shall alone be responsible for the reporting and payment of any federal, state, and/or local income or other form of tax on any payment that they have received pursuant to this section and all of its subparts, except that employer payroll taxes are funded separately by Defendant and shall be paid by the Claims Administrator.

4.6.5 Subject to Court approval, the Parties agree that the amount of Forty Thousand Dollars (\$40,000) from the Maximum Settlement Amount will be designated for satisfaction of the Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty Thousand Dollars (\$30,000), of the PAGA Settlement Amount will be paid to the LWDA, and Twenty-Five Percent (25%), or Ten Thousand Dollars (\$10,000), of the PAGA Settlement Amount will be allocated to PAGA Members for separate and individual PAGA Settlement Payments, the amount of which will be determined on a pro-rata basis according to the PAGA Members' PAGA-eligible Workweeks. In connection with Settlement approval, the LWDA shall be timely notified of the existence of the Settlement in conjunction with the filing of the Motion for Preliminary Approval. If the Court determines that the amount of the Labor and Workforce Development Agency Payment should be modified, the Parties agree to work in good faith to negotiate another agreeable amount, but in no circumstances will any modification in the Labor and Workforce Development Agency Payment Amount result in an increase to the Maximum Settlement Amount. Any PAGA Settlement Payment to a California PAGA Member not cashed shall revert to the California unclaimed property fund under the name of the California PAGA Member.

4.7 *Reserve Fund.* Fifty Thousand Dollars (\$50,000.00) of the Maximum Settlement Amount shall be held by the Claims Administrator and used as a Reserve Fund to pay: (a) late claims as determined by the Claims Administrator following consultation with the Parties; and (b) disputed allocations and non-members who have a good-faith claim, as determined by the Claims Administrator following consultation with Defendant. The money in the Reserve Fund shall remain there until thirty (30) calendar days after the deadline to cash settlement checks. After that date, any money remaining in the Reserve Fund shall revert to Defendant.

4.8 *Consideration to Class Members*

4.8.1 The Settlement Payments for Class Members will be determined by the Claims Administrator using the following Settlement Formula, except in the event there are more than 75,000 Workweeks, in which case the Claims Administrator shall use the Alternative Settlement Formula set forth in Appendix A.

- (a) First, the Administrative Costs, Reserve Fund, Class Counsel's requested fees and costs, and Enhancement Awards will be deducted from the Maximum Settlement Amount to create the Net Settlement Amount (which, for the avoidance of doubt, includes Unclaimed Funds).
- (b) Second, the Claims Administrator will calculate the number of Workweeks for each Class Member in a Covered Position in each year during the Covered Period.
- (c) Third, the Claims Administrator will add each Class Member's Workweeks to determine the "Total Workweeks."
- (d) Fourth, the Claims Administrator will divide the Net Settlement Amount by the Total Workweeks to determine the Workweek Amount, and multiply each Class Member's Workweeks by the Workweek Amount to determine each Class Member's Settlement Payment, though a Class Member will only receive the Settlement Payment if he/she becomes a Participating Claimant.
- (e) Fifth, Participating Claimants will be mailed a settlement check in the amount of their Settlement Payment, less any required employee-side withholdings, and any PAGA Settlement Payment within twenty (20) business days after the Effective Date (the "Distribution Date").

4.8.2 Any Unclaimed Funds shall revert back to Defendant. Any uncashed PAGA Settlement Payment shall revert to the California unclaimed property fund in the name of the PAGA Member and shall not revert to Defendant.

4.9 *Taxes*

4.9.1 The Settlement Payment amounts to the Participating Claimants shall be allocated as follows: (a) fifty percent (50%) will be allocated as wages and shall be subject to deductions for applicable taxes and withholdings as required by federal, state and local law; and (b) fifty percent (50%) will be allocated as non-wages. The portion allocated to wages for each Participating Claimant shall be reported on a United States Internal Revenue Service ("IRS") Form W-2 issued by the Claims Administrator and such other state or local tax reporting forms as may be required by law. The portion allocated to non-wages for each Participating Claimant will be reported on an IRS Form 1099 by the Claims Administrator and such other state or local tax reporting forms as may be required by law.

4.9.2 In the event that it is subsequently determined by the IRS or any other applicable taxing authority that any Participating Claimant owes any additional employee-side taxes with respect to any payments made pursuant to this Agreement, it is expressly agreed that the determination of any tax liability is between the Participating Claimant and the taxing authority, and that Defendant Releasees will not be responsible for the payment of such taxes, including any interest and penalties.

4.9.3 Other than the withholding and reporting requirements set forth in Section 4.9.1, the Claims Administrator is responsible for making determinations about taxes and paying proper taxes, including for determining the tax treatment of the Enhancement Awards; the Claims Administrator will indemnify the Parties for errors in discharging its responsibilities. Participating Claimants shall be solely responsible for the payment of the employee's share of any federal, state, and/or local income tax or other tax or any other withholdings, any interest, and/or any penalties assessed, on any of the payments made pursuant to this Agreement. Defendant will be responsible for paying the employer's share of any applicable payroll taxes, through the Claims Administrator, and the Parties expressly agree that such employer payroll taxes are not a part of the Maximum Settlement Amount. Defendant and Class Counsel make no representation, and it is understood and agreed that Defendant and Class Counsel have made no representation, as to the taxability to any Participating Claimants of any portion of the Settlement Payments, the payment of any attorneys' fees, or the payment of any Enhancement Awards. The Class and Collective Notice will advise each Class Member to seek their own personal tax advice prior to acting in response to the Class and Collective Notice, and Defendant, the Plaintiffs, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class and Collective Notice.

4.10 *Funding of the Settlement Proceeds.* Within fifteen (15) business days after the Effective Date, Defendant will make a one-time deposit of all Court-approved and claimed amounts from the Maximum Settlement Amount into a Qualified Settlement Fund ("QSF") to be established as a trust by the Claims Administrator. The Parties agree that the amounts held in the QSF will at all times be treated as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, *et seq.* The Parties further agree that for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, Defendant shall be treated as the "transferor" within the meaning of Treasury Regulation § 1.468B-1(d)(1), and that the Claims Administrator shall be the "administrator" of the QSF within the meaning of Treas. Reg. § 1.468B-2(k)(3). The Parties agree that the Claims Administrator shall, in establishing the trust, make any such elections as necessary or advisable, including, if appropriate, the "relation back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)(i)) to treat the QSF as coming into existence as of the earliest permitted date. Such elections shall be in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Claims Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties intend that the transfers to the trust described in this section will satisfy the "all events test" and the "economic performance" requirement of 26 U.S.C. § 461(h)(1) and Treas. Reg. § 1.461-1(a)(2). The Claims Administrator shall be responsible for filing all federal, state, and local tax returns for the trust, including application for employer identification numbers in accordance with Treas. Reg. §

1.468B-2(k)(4). Furthermore, in accordance with Treas. Reg. § 1.468B-2(1)(2), the Parties agree that the Claims Administrator shall be responsible for filing all federal, state, and local information returns and ensure compliance with reporting requirements with regards to any distributions from the QSF. In no event shall any of the Defendant Releasees have any obligation, responsibility, or liability arising from or relating to the administration, maintenance, preservation, investment, use, allocation, adjustment, distribution, disbursement, or disposition of any funds in the QSF.

4.11 *Timing of Payments to Participating Claimants*

4.11.1 Within twenty (20) business days after the Effective Date, the Claims Administrator shall mail to each Participating Claimant that Participating Claimant's individual Settlement Payment pursuant to Section 4.8.1 and in accordance with the terms of Sections 4.8 and 4.9. Any Settlement Payment returned as undeliverable shall be traced up to two times (if necessary) by the Claims Administrator using reasonable means to obtain a new mailing/email address or addresses and be re-mailed one time by First Class Mail and/or email.

4.11.2 Within twenty (20) business days after the Effective Date, the Claims Administrator shall also mail to each PAGA Member that PAGA Member's individual PAGA Settlement Payment, which will be calculated in accordance with the terms of Section 4.6.5. The PAGA Members will receive such payments regardless of whether they timely submit an Opt-Out Request and/or timely submit a Claim Form to become Participating Claimants.

4.11.3 All checks issued to Participating Claimants and PAGA Members pursuant to this Agreement shall be valid for a period of one hundred and twenty (120) calendar days from the date of mailing. If the Claims Administrator re-mails a Settlement Payment to any individual pursuant to Section 4.11.1 of this Agreement because the first mailing was returned as undeliverable or because an individual requested a reissued Settlement Payment, the check cashing deadline for such individuals shall be the later of: (a) twenty-one (21) calendar days after the re-mailing; or (b) one hundred twenty (120) calendar days after the Settlement Payment Mailing Date. Any checks issued pursuant to this Agreement that are not cashed or deposited within the later of one hundred and twenty (120) calendar days from the date of mailing or twenty-one (21) calendar days after a re-mailing shall become void (with the exception of any PAGA Settlement Payment check, which shall not be voided and shall revert to the California Unclaimed Property Fund in the name of the PAGA Member) and the applicable Plaintiff, Participating Claimant, PAGA Member, or Class Counsel shall not be entitled to another check or any other monetary payments as a result of the Settlement. Plaintiffs, Participating Claimants and PAGA Members shall, however, remain bound by this Agreement, their releases, the applicable dismissal, and/or their Claim Form notwithstanding any failure to cash or deposit any check issued to this paragraph within one hundred and twenty (120) calendar days from the date of mailing. Within sixty (60) calendar days from the date of such mailing, the Claims Administrator will send a reminder notice to the last known personal email address of each Participating Claimant reminding them of the one hundred and twenty (120) calendar day deadline by which to cash or deposit the checks.

4.11.4 Following the mailing of the Settlement Payments to Participating Claimants discussed in Section 4.11.1 and the PAGA Settlement Payments to PAGA Members discussed in Section 4.11.2, the Claims Administrator shall provide counsel for the Parties with a written confirmation of this mailing.

4.12 *Releases*

4.12.1 Upon the Effective Date, the Plaintiffs and each of the Settlement Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released State and Local Claims as defined in Section 2.40.

4.12.2 In addition, upon the Effective Date, the Plaintiffs and each of the Participating Claimants, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released Federal Law Claims as defined in Section 2.39.

4.12.3 Upon the Effective Date, and in exchange for receiving an Enhancement Award, the Recipients shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all General Released Claims as defined in Section 2.25.

4.12.4 Upon the Effective Date, the PAGA Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, dismissed with prejudice, relinquished, and discharged all Released PAGA Claims as defined in Section 2.41.

4.12.5 With respect to the Released Federal Law Claims, Released State and Local Law Claims, General Released Claims, and Released PAGA Claims, subject to Sections 4.12.1, 4.12.2, 4.12.3, and 4.12.4, any Plaintiffs or Settlement Class Member who worked for Defendant in California shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

4.13 *Termination of Settlement*

4.13.1 In the event that this Agreement is not approved in its entirety as is by the Court, or in the event that the Settlement set forth in this Agreement is terminated, cancelled, or declared void, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by Defendant to anyone in accordance with the terms of this Agreement (except as otherwise provided in Section 4.5), no releases shall be effective, and the Parties will each bear their own costs and fees with regard to the efforts to obtain Court approval. In such event, this Agreement (except for those provisions relating to non-admissibility and non-admission of liability set forth in Sections 4.14.16 and 4.14.3, the provision relating to no waiver of ADR or arbitration agreements set forth in Section 4.16, those provisions relating to tolling set forth in Section 4.17, and those provisions relating to the return of documents and discovery set forth in Section 4.15) shall be deemed null and void, its terms and provisions shall have no further force and effect with respect to the Parties and shall not be used in the Threatened Litigation or in any other proceeding for any purpose. Notwithstanding any other provision of this Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid to Class Counsel, or reducing the amount of any Enhancement Awards paid to any Recipient, shall constitute grounds for cancellation or termination of this Agreement or grounds for limiting any other provision of the Judgment.

4.13.2 In addition to the terms set forth in Sections 4.5 and 4.13.1, Defendant shall have the absolute discretionary right to terminate this Settlement and the terms set forth in this Agreement prior to the entry of the Court's Order Granting Final Approval in the event that any of the following conditions occur:

- (a) In the event that this Agreement is construed in such a fashion that would require Defendant to pay: (i) more than the Maximum Settlement Amount and/or (ii) any amount(s) not expressly provided for in this Agreement; or
- (b) In the event that the Court does not certify, for settlement purposes only, classes consistent with Section 4.3.1; or
- (c) In the event that the Court modifies the Released Federal Law Claims, Released State and Local Law Claims, Released PAGA Claims, and/or General Released Claims.

4.13.3 To the extent Defendant chooses to exercise the right to terminate this Agreement established in Section 4.13.2 and its subsections, it must do through written notice to Class Counsel prior to entry of the Order Granting Final Approval and within fourteen (14) calendar days of Defendant learning of the occurrence of the operative condition warranting termination.

4.13.4 In the event that the Settlement set forth in this Agreement is terminated pursuant to Section 4.5, Section 4.13.1, or Section 4.13.2, Plaintiffs shall withdraw the Settlement Action and re-file the Claims in federal court.

4.14 *Miscellaneous Provisions*

4.14.1 Defendant's sole obligations to Class Counsel are set forth in this Agreement. Plaintiffs, Class Members, and Class Counsel understand and agree that upon the Effective Date, any payments made under Sections 4.6.1 will be the full, final, and complete payment of all attorneys' fees and costs arising from or relating to the representation of Class Members in, and advice provided relating to, this matter, or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of the Threatened Litigation and the Settlement Action, except as to any rights created under this Agreement. As an inducement for Defendant to enter into this Agreement, and as a material condition thereof, once provided with payments under this Agreement (whether or not checks are cashed), and upon the Effective Date, Plaintiffs and Class Members and Class Counsel irrevocably and unconditionally release, acquit, and forever discharge, any claim they may have against Defendant or the Defendant Releasees for attorneys' fees, costs, other payments, or remuneration associated with the representation of Class Members in connection with the Threatened Litigation, the Settlement Action, and the Settlement.

4.14.2 The Parties (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Agreement, including, but not limited to, reasonably cooperating with Defendant's efforts to obtain the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the Released Federal Law Claims or Released State and Local Law Claims.

4.14.3 This Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Parties as to the merits of any claim or any potential defense. The Parties agree that the amounts paid in connection with this Agreement and the other terms of the settlement were negotiated in good faith by the Parties, and reflect a Settlement that was reached voluntarily after consultation with competent legal counsel.

4.14.4 Class Counsel and Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Threatened Litigation, the Settlement Action, or any related action.

4.14.5 All of the exhibits to this Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

4.14.6 This Agreement constitutes the entire agreement among the Parties hereto regarding the subject matter discussed herein, and no representations, warranties, or inducements have been made to any party concerning this Agreement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Plaintiffs and Class Counsel represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by Defendant or by any of Defendant's agents, representatives or attorneys with regard to the subject matter, basis, or effect of this Agreement other than the representations reflected in this Agreement.

4.14.7 Except as otherwise explicitly provided herein, each Party shall bear its own fees and costs.

4.14.8 Counsel for the Parties represent that they are expressly authorized to take all appropriate action required or permitted to be taken by their respective clients pursuant to this Agreement to effect its terms, and also are expressly authorized to enter into any modifications or amendments to this Agreement on behalf of their respective clients which they deem appropriate.

4.14.9 Each counsel or person executing this Agreement or any of its exhibits on behalf of any Party hereto hereby warrants that such person has the full authority to do so.

4.14.10 This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

4.14.11 Whenever this Agreement requires or contemplates that one Party, the Court or the Claims Administrator shall or may give notice to another, notice shall be provided by email as follows:

(i) If to Defendant, then to:

Sam Shaulson
Brendan Killeen
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178
Facsimile: 212-309-6001
sam.shaulson@morganlewis.com
brendan.killeen@morganlewis.com

(ii) If to Plaintiffs, then to:

Melissa Stewart
Jennifer Davidson
Outten & Golden LLP
685 Third Avenue 25th Floor
New York, NY 10017
Facsimile: 347-390-2186
mstewart@outtengolden.com
jdavidson@outtengolden.com

4.14.12 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns; but this Agreement is not designed to and does not create any third-party beneficiaries, either express or implied, other than Class Members and third parties that are identified as Defendant Releasees in Section 2.19.

4.14.13 The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Agreement. Any action to enforce this Agreement shall be commenced and maintained only in the Court.

4.14.14 This Agreement and the exhibits hereto shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York, and the rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

4.14.15 The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Party. No Party shall be deemed the drafter of this Agreement. The Parties acknowledge that the terms of this Agreement are contractual and are the product of arms-length negotiations between the Parties and their counsel. Each Party and their counsel cooperated in the drafting and preparation of this Agreement. In any construction to be made of this Agreement, this Agreement shall not be construed against any party and the canon of contract interpretation set forth in California Civil Code § 1654 shall not be applied.

4.14.16 Other than necessary disclosures made to a court or to potential claims administrators for purposes of seeking bids (with any such disclosure to potential claims administrators only to be provided upon the potential claims administrators signing an agreement not to disclose such information to anyone other than Plaintiffs, Defendant, or their respective counsel), Plaintiffs, Defendant, and their respective counsel and other agents agree to keep the fact of Settlement, this Agreement and any attached documents, and their Settlement negotiations confidential and will not disclose that information to any third party (including without limitation inclusion on any websites) until, with respect to the fact of Settlement, this Agreement and any attached documents, such time as Plaintiffs move for preliminary approval of this Agreement or otherwise agree in writing.

4.14.17 Neither the Parties nor their Counsel shall issue a press release, hold a press conference, publish information about the Settlement or the Settlement negotiations on any website (other than used by the Claims Administrator for claims administration purposes), or otherwise publicize the Settlement or negotiations. The Parties and their Counsel agree not to respond to any press inquiries concerning the Settlement except to state that the matter has been resolved and provide no further comment. Notwithstanding the foregoing, nothing in this Agreement shall limit: (a) Class Counsel's communications with Class Members regarding the Settlement; (b) the Parties' communications with the Claims Administrator or the Court to

effectuate the terms of this Agreement; or (c) AlphaSights discussing the Settlement with its Board of Directors or in connection with conducting its business.

4.14.18 Upon the Effective Date, Plaintiffs and Settlement Class Members hereby waive any right to any monetary or other recovery of any kind for any claims released pursuant to Section 4.12 against Defendant Releasees in any forum, including in any federal, state or local court or in arbitration, any administrative proceeding with any federal, state or administrative agency, or any applicable dispute resolution procedure. Notwithstanding the foregoing, this Settlement does not limit or exclude the jurisdiction of any federal, state or local agency or self-regulatory organization and nothing in this Agreement shall be construed to prevent Plaintiffs or any Settlement Class Member from filing a charge with, or participating in an investigation conducted by, the U.S. Equal Employment Opportunity Commission, the National Labor Relations Board, or any other applicable state or local agency.

4.14.19 Class Counsel agrees not to use any Confidential Material relating to the Threatened Litigation obtained from Defendant or Defendant's Counsel during the Threatened Litigation, or the Settlement thereof, to solicit or encourage, whether directly or indirectly, any other parties or attorneys to commence a claim or proceeding against Defendant.

4.14.20 The Plaintiffs, by signing this Agreement, are bound by the terms herein and further affirm that they support the Agreement and its terms herein. Any such request for exclusion or objection shall therefore be void and of no force or effect. The Parties waive their rights to file an appeal, writ, or any challenge whatsoever to the terms of this Agreement, except that Plaintiffs have the right to appeal any order denying, in whole or in part, an application for the award of attorneys' fees and costs and/or an Enhancement Award.

4.14.21 This Agreement may not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing used by the Parties hereto.

4.14.22 Should any clause, sentence, provision, section, paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable with respect to a Participating Claimant, such judgment shall not affect, impair, or invalidate the remainder of this Agreement as to that Participating Claimant or this Agreement as a whole to all other Settlement Class Members, but shall be confined in its operation to the clause, sentence, provision, section, paragraph, or part of this Agreement directly involved, and the remainder of this Agreement shall remain in full force and effect. However, if the releases given by a Participating Claimant are deemed, in whole or in part, illegal, invalid, or unenforceable with respect to that Participating Claimant, the Participating Claimant, as applicable, will execute a substantially similar release that is not illegal, invalid, or unenforceable.

4.14.23 Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

4.15 *Return of All Documents and Other Discovery.* No Confidential Material shall be disseminated or distributed to any person or entity by any Plaintiffs or Class Counsel, except that discovery material may be filed with the Court if necessary in connection with proceedings to facilitate the Settlement described herein. All originals or reproductions of any discovery materials obtained from the Parties and/or given to any party, expert, consultant, or other person, designated as Confidential under the terms of the Mediation Agreement, shall be returned to the providing Party and/or destroyed, and the Parties shall certify within thirty (30) calendar days of the Effective Date that they have destroyed all such documents or information and all copies thereof. Notwithstanding the above, Class Counsel and Defendant's Counsel may retain an archival copy of all attorney work product and, as required by applicable ethical rules and/or malpractice policies, an archival copy of Confidential Material. The producing Party can challenge the necessity of retaining such documents.

4.16 *No Waiver of Arbitration or ADR Agreements.* Defendant and Defendant Releasees do not waive any rights regarding Defendant's Employment Arbitration Policy or any arbitration agreements with any Class Members or with respect to any claims not released by this Agreement. However, Plaintiffs, Participating Claimants, PAGA Members, and Class Members who do not opt-out consent to the Court's jurisdiction over the implementation and enforcement of this Agreement. Otherwise, nothing in this Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies, by Defendant or Defendant Releasees. Defendant and Defendant Releasees also do not waive their right to enforce class, collective and representative action waivers in any such alternative dispute resolution agreements, or other agreements. Plaintiffs, Participating Claimants, PAGA Members, and Class Members also reserve and do not waive any arguments relating to arbitration or ADR Agreements.

4.17 *No Waiver of Tolling.* In the event that Defendant exercises its discretionary right to terminate this Agreement as set forth in Section 4.13.2 or Section 4.5, or in the event that the Agreement does not become effective as contemplated by Section 4.13.1, the tolling contemplated by the August 5, 2022 Partial Tolling Agreement and the September 14, 2022 Term Sheet shall continue through the earliest of Defendant's withdrawal from the Settlement or withdrawal of the claims from New York state court.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this 26 day of April by: 
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this 24 day of April by:  _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhahir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this 20 day of April by: 
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this 20 day of April by:  _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

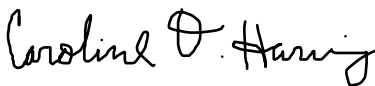
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this 24 day of April by: 
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this 21 day of April by:  _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

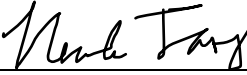
Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this 19 day of April by: 
Nicole Tang

Executed this ___ day of _____ by: _____
Samhahir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this 22 day of April by:  _____
Samhahir Ruland

Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

Executed this ___ day of _____ by: _____
Samhaoir Ruland

Executed this 24 day of april by:  _____
Samantha Ryan

Executed this ___ day of _____ by: _____
Leora Vainshelboim

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Executed this ___ day of _____ by: _____
Chidubem Anyanwu

Executed this ___ day of _____ by: _____
Laura Barrera

Executed this ___ day of _____ by: _____
Kelly Black

Executed this ___ day of _____ by: _____
Caroline Filan

Executed this ___ day of _____ by: _____
Caroline Harris

Executed this ___ day of _____ by: _____
Michelle Sims

Executed this ___ day of _____ by: _____
Nicole Tang

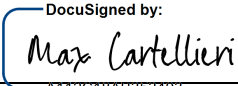
Executed this ___ day of _____ by: _____
Samhahir Ruland

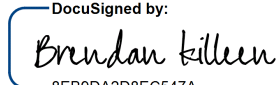
Executed this ___ day of _____ by: _____
Samantha Ryan

Executed this 19 day of April by:  _____
Leora Vainshelboim

Executed this 27 day of April by: 
Melissa Stewart and Jennifer Davidson, solely as to
Class Counsel's representations, warranties,
covenants, and obligations as set forth in Sections 1,
4.3.1, 4.3.2, 4.4.13(b), 4.6.1, 4.6.4, 4.9.3, 4.11.3,
4.14.1, 4.14.4, 4.14.6, 4.14.8, 4.14.9, 4.14.13,
4.14.15, 4.14.16, 4.14.17, 4.14.19, and 4.15
Outten & Golden LLP

Attorneys for Plaintiffs

May 4, 2023 | 2:20 PM EDT
Executed this ___ day of _____ by: 
AlphaSights Inc.
Print Name: Max Cartellieri
Title: Co-CEO

Executed this 2nd day of May 2023 by: 
Sam S. Shaulson and Brendan T. Killeen
Morgan, Lewis & Bockius LLP

Attorneys for Defendant

Appendix A

Alternative Settlement Formula

In the event that the Total Workweeks exceed 75,000, the Settlement Payments for Class Members will be determined by the Claims Administrator using the following Alternative Settlement Formula:

- (a) First, the Administrative Costs, Reserve Fund, Class Counsel's requested fees and costs, and Enhancement Awards will be deducted from the Maximum Settlement Amount to create the Net Settlement Amount (which, for the avoidance of doubt, includes Unclaimed Funds).
- (b) Second, the Claims Administrator will calculate the number of Workweeks for each Class Member in a Covered Position in each year during the Covered Period.
- (c) Third, the Claims Administrator will add each Class Member's Workweeks to determine the "Total Workweeks."
- (d) Fourth, the Claims Administrator will divide the Net Settlement Amount by the Total Workweeks to determine the "Minimum Workweek Amount," and multiply each Class Member's Workweeks by the Minimum Workweek Amount to determine each Class Member's "Minimum Settlement Payment," which will be communicated to each Class Member in the Class and Collective Notice, though a Class Member will only receive the Settlement Payment if he/she becomes a Participating Claimant.
- (e) Fifth, after the Claim Form Deadline, the Claims Administrator will:
 - (i) Divide the Net Settlement Amount by 75,000 to determine the "Target Workweek Amount";
 - (ii) Multiply the Target Workweek Amount by the total number of Workweeks worked by the Participating Claimants and:
 - (1) If the resulting number is less than or equal to the Net Settlement Amount (inclusive of the Unclaimed Funds), multiply each Participating Claimant's Workweeks by the Target Workweek Amount to determine each Participating Claimant's Settlement Payment; or
 - (2) If the resulting number is greater than the Net Settlement Amount (inclusive of the Unclaimed Funds), divide the Net Settlement Amount (inclusive of the Unclaimed Funds) by the total number of Workweeks worked by the Participating Claimants to determine the "Updated Workweek Amount," and then multiply each Participating Claimant's

Workweeks by the Updated Workweek Amount to
determine each Participating Claimant's Settlement
Payment.

Exhibit A

NEW YORK STATE SUPREME COURT, COUNTY OF SUFFOLK

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT

If you were employed by AlphaSights Inc. in the United States as an Associate during the Covered Period, you may be entitled to a payment from a class and collective action lawsuit settlement.

A court authorized this Class and Collective Notice. This is not a solicitation from a lawyer.

- You received this Class and Collective Notice¹ because AlphaSights Inc.'s ("AlphaSights") records indicate that you were employed as an Associate in a Covered Position in New York between [INSERT MONTH/DAY OF COMPLAINT FILING], 2017 and October 31, 2022, or in California between [INSERT MONTH/DAY OF COMPLAINT FILING], 2019 and October 31, 2022.
- A group of former Associates filed a lawsuit against AlphaSights, bringing a class, collective, and representative action under the Fair Labor Standards Act, New York law, and California law, claiming that Associates should have been classified as non-exempt, overtime-eligible employees and, as a result, should have received overtime pay. Plaintiffs also allege that AlphaSights failed to provide adequate wage notices, wage statements, meal periods and/or rest breaks, and failed to timely pay wages.
- AlphaSights denies the allegations made by Plaintiffs and believes it has extremely strong defenses to Plaintiffs' claims. AlphaSights maintains that Associates should be treated as salaried and exempt professionals and that they received all wages, notices, wage statements, and breaks to which they were and are entitled during all relevant periods. AlphaSights has agreed to the Settlement solely to avoid the inconvenience, distraction, and expense of litigation. By agreeing to settle, AlphaSights is not admitting either liability on any of the claims in this lawsuit or that the lawsuit can or should proceed as a class or collective action.
- Under the allocation formula created by the settlement, your potential settlement payment is estimated to be approximately \$[AMOUNT], subject to deductions for applicable taxes and withholdings. To receive a payment, you must file a claim form by [INSERT DATE 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Rемаiled – Insert Date 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later].
- [FOR PAGA MEMBERS ONLY: As a PAGA Member, regardless of whether you submit a Claim Form, under the allocation formula, you are also estimated to receive a PAGA Settlement Payment of approximately \$_____.]

¹ All capitalized terms utilized in the Class and Collective Notice are defined below and/or in the Settlement Agreement

Your legal rights are affected whether you act or don't act. You have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT CLAIM FORM, ELIGIBLE FOR CHECK	If you wish to participate in the Settlement and be eligible to receive an estimated Settlement Payment of approximately \$[AMOUNT], subject to applicable taxes and withholdings, you must complete and submit the enclosed Claim Form to the Claims Administrator. The Claim Form must be postmarked or submitted by [INSERT DATE 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Rемаiled – Insert 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later]. If you choose to participate in the Settlement, you will release any Released Federal Law Claims and Released State and Local Law Claims discussed in Paragraph 11 below.
DO NOTHING, NOT ELIGIBLE FOR CHECK	If you do nothing and the Court grants final approval of the Settlement, you will not receive a Settlement Payment [PAGA ONLY: (except that you will still receive a PAGA Settlement Payment)]. You will retain any right you may have to file your own legal action against AlphaSights under federal law assuming that the time period to sue has not expired. However, you will release and give up any Released State and Local Law Claims you may have against AlphaSights discussed in Paragraph 11 below.
OPT-OUT	If you do not want to participate in the Settlement or want to retain your right to file your own action against AlphaSights under federal and/or state law, you must submit an Opt-Out Request in the manner described in Paragraph 12. If you submit an Opt-Out Request, you will not receive a Settlement Payment.
OBJECT	If you have not submitted an Opt-Out Request, you may write to the Court about why you object to the Settlement in the manner described in Paragraph 15. If the Court grants final approval of the Settlement, you will still be part of the Class and release your Released State and Local Law Claims (and, if you submit a Claim Form, release your Released Federal Law Claims). If you opt-out of the Settlement, you may not object.

- These rights and options – **and the deadlines to exercise them** – are explained in this Class and Collective Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will only be made if the Court approves the Settlement and after any appeals are resolved. Please be patient.

BASIC INFORMATION

1. Why did I get this Notice?

AlphaSights' records state that you worked as an associate in the Capital Markets, Corporate, Content, Growth/Consulting, Network Intelligence, Private Equity and/or Surveys business units/teams (a "Covered Position") in New York between [INSERT MONTH/DAY OF COMPLAINT FILING], 2017 and October 31, 2022, or in California between [INSERT MONTH/DAY OF COMPLAINT FILING], 2019 and October 31, 2022 (the "Covered Periods") (collectively referred to as "Associates") and thus are "Class Members" eligible to participate in this class and collective action lawsuit settlement (the "Settlement").

The Court ordered that you be sent this Class and Collective Notice because you have a right to know about the proposed settlement of this class and collective action lawsuit in which you are eligible to participate, and about all of your options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement and after objections and appeals are heard, Settlement Payments will be mailed to Class Members who submit a timely and valid Claim Form to become a "Participating Claimant" and recover a Settlement Payment. [PAGA ONLY: PAGA Settlement Payments will be mailed to all PAGA Members (explained below).]

This Class and Collective Notice explains the lawsuit, the Settlement, your legal rights, and what benefits are available.

The Court overseeing this case is the New York State Supreme Court for Suffolk County. This lawsuit is known as [Case Caption].

The people who filed the lawsuit are called the "Plaintiffs." AlphaSights is called the "Defendant."

2. What is this lawsuit about?

Plaintiffs allege that Associates perform routine, production/sales-related tasks, and should have been classified as non-exempt, overtime-eligible employees and, as a result, did not receive overtime pay; adequate wage notices, wage statements, meal periods, or rest breaks; or timely payment of wages, in violation of the Fair Labor Standards Act ("FLSA"), New York law, and/or California law.

[FOR PAGA MEMBERS ONLY: Plaintiffs also allege California Private Attorneys General Act ("PAGA") claims on behalf of the State of California that seeks penalties from AlphaSights for the overtime, wage statement, meal period, rest break, and timely payment of wage violations they allege.]

AlphaSights firmly denies these allegations. AlphaSights maintains that Associates perform important duties for AlphaSights and its clients involving analysis and judgment, that Associates are well compensated, and that Associates should be treated as salaried, exempt-level professionals, not hourly employees responsible for recording their time to the minute. AlphaSights further maintains that its Associates were and are properly

classified and received all wages, including overtime compensation, notices, wage statements and breaks to which they were and are entitled throughout their employment.

The Court has not made any ruling on the merits of the Plaintiffs' claims, and no party has prevailed in this action.

3. Why is AlphaSights settling?

AlphaSights believes that it has extremely strong defenses to Plaintiffs' claims. AlphaSights has agreed to the Settlement solely to avoid the inconvenience, distraction and expense of litigation, as well as its potential interference with its day-to-day business operations. By agreeing to settle, AlphaSights is not admitting either liability on any of the factual allegations or claims in this lawsuit or that the lawsuit can or should proceed as a class or collective action. AlphaSights' position is that it remains committed to the well-being of its employees, to providing a positive environment that facilitates their personal and professional growth, and to operating a transparent, merit-based elevation process that provides Associates with an accelerated career trajectory towards comprehensive commercial and managerial responsibilities early in their career.

4. Why is this a class/collective action?

In a class action, one or more people called "Class Representatives" sue on behalf of people who allegedly have similar claims. These people are the Class Members and together are a "Class." Similarly, in a collective action, one or more people can seek to represent a "collective" or similarly situated people.

In a class action, the Plaintiffs ask the court to resolve the issues for everyone in the Class—except for those who choose to opt-out of the Class. In a collective action, the Plaintiffs ask the Court to resolve the FLSA issues for everyone who "opts in" to the lawsuit. You may "opt in" to the lawsuit and participate in the settlement by returning the enclosed Claim Form. If you timely return the enclosed Claim Form, you will be eligible to receive a settlement check.

5. Why is there a settlement?

The Court did not decide in favor of Plaintiffs or AlphaSights. Both sides believe they would have prevailed in the case, but there was no decision ruling in favor of either party. Instead, both sides agreed to resolve this matter through the Settlement solely to avoid the burden, expense, uncertainty, and risks associated with litigation. The Plaintiffs and Class Counsel think the settlement is best for all Class Members.

WHO IS IN THE SETTLEMENT

6. Am I covered by the Settlement?

You are a Class Member because AlphaSights' records indicate that you were employed as an Associate in New York between [INSERT MONTH/DAY OF COMPLAINT FILING], 2017 and October 31, 2022 ("New York Class Members"), or in California between

[INSERT MONTH/DAY OF COMPLAINT FILING], 2019 and October 31, 2022 (“California Class Members”). [If you were employed as an Associate in California between January 5, 2022 and October 31, 2022, then you are also a “PAGA Member.”]

THE SETTLEMENT BENEFITS – WHAT YOU GET

7. What does the Settlement provide?

AlphaSights has agreed to pay up to a certain, agreed upon monetary figure (the “Maximum Settlement Amount”), which will be used to pay: (1) Class Counsel’s approved attorneys’ fees and costs; (2) any Court-approved amounts of up to \$7,000 each to the Plaintiffs in recognition of their service to the Class (“Enhancement Awards”); (3) the amount that the Parties have agreed to allocate to the resolution of any PAGA Members’ claims for penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), including the \$30,000 payment to the California Labor and Workforce Development Agency and \$10,000 payment allocated to PAGA Members (the “PAGA Settlement Payments”); (4) the Claims’ Administrator’s fees and costs; (5) a fund in the amount of \$50,000 that can be used to pay late claims, disputed allocations, and non-members who have a good faith claim that they should be Class Members (the “Reserve Fund”); and (6) all payroll taxes and all other applicable taxes (with the sole exception and exclusion of the employer’s share of payroll taxes). The remainder of the Maximum Settlement Amount after deductions for (1) through (6) above is the “Net Settlement Amount,” which will be allocated and distributed to the Participating Claimants (the “Settlement Payments”).

Settlement checks that are issued to Class Members that are not cashed within 120 days will be null and void.

8. How much will my payment be?

Based on the settlement formula that has been preliminarily approved by the Court, if you submit the accompanying Claim Form, your Settlement Payment is estimated to be **\$[AMOUNT]**, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2, and half of which will be reported on a 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount. Neither Class Counsel nor AlphaSights or its counsel can advise you regarding the tax consequences of the Settlement. You may wish to consult with your own personal tax advisor in connection with the Settlement.

The settlement formula takes into account the number of weeks you worked as an Associate during the applicable Covered Period. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by contacting the Claims Administrator or Class Counsel using the information in Paragraph 21 below.

Based on AlphaSights’ records, the number of weeks you worked as an Associate during the Covered Period is: _____.

[FOR PAGA MEMBERS ONLY: Based on the formula that has been preliminarily approved by the Court, regardless of whether you submit a Claim Form, you are also estimated to receive an additional, PAGA Settlement Payment of approximately \$_____, which will be reported on a 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.]

PAGA ONLY: To settle the PAGA claims AlphaSights agreed to pay up to \$40,000.00, which will be distributed according to PAGA's requirement that 75% (or \$30,000.00) be distributed to the California Labor Workforce Development Agency and the remaining 25% (or \$10,000.00) be paid to members of the California PAGA Members. Your individual PAGA Settlement Payment is determined by your proportional share of the \$10,000.00 allocated for covered PAGA Members, based on the number of weeks you worked between January 5, 2022 through October 31, 2022. This PAGA Settlement Payment is separate from and in addition to any other individual settlement payment you may receive in this case.

Based on AlphaSights' records, the number of weeks you worked as an Associate during the Covered Period for PAGA Members is _____.]

The Claims Administrator used information in AlphaSights' records to calculate your payment. If you have questions about your calculation, you may contact the Claims Administrator. If you dispute AlphaSights' records and/or the calculation of your Settlement Payment [FOR PAGA MEMBERS ONLY: and/or PAGA Settlement Payment], you must note your dispute on the Claim Form and provide written documentation supporting your dispute in connection with submitting your Claim Form. AlphaSights' records are presumed to be correct unless you establish otherwise with documentary evidence. The Claims Administrator will evaluate the information you provide and will make the final decision as to any dispute, in consultation with counsel for the parties.

HOW YOU GET A SETTLEMENT PAYMENT

9. How can I get my Settlement Payment?

In order to receive the Settlement Payment identified in Paragraph 8, you must timely and fully complete, execute, and return the Claim Form included with this Class and Collective Notice to the Claims Administrator by U.S. mail, e-mail, or online submission.

The "Claims Administrator" is [TBD]. You may return the Claim Form in the enclosed, pre-stamped envelope or by mailing, e-mailing, or online submission to:

[Claims Administrator]
AlphaSights Associates Settlement
[Mailing Address/Phone Number]
[Online Submission Portal]

In order for your Claim Form to be submitted in a timely fashion, you must postmark the Claim Form, send the Claim Form by email, or submit the Claim Form online no later than **[INSERT DATE THAT IS 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Rемаiled – Insert 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later].**

If you do not submit a Claim Form, you will not receive a Settlement Payment.

If you submit a Claim Form, you will not be eligible to bring a legal action against AlphaSights asserting a Released Federal Law Claim (defined below).

10. When will I get my Settlement Payment?

The Court will hold a hearing on _____, at _____ to determine whether to approve the Settlement. If the Court approves the Settlement, there may be appeals after that. It is always uncertain whether these appeals can be resolved, and resolving them can take time, perhaps more than a year. Please be patient.

All Participating Claimants and PAGA Members will receive a settlement check. Settlement checks will be mailed within twenty (20) business days after the date the judgment entered by the Court pursuant to the Settlement Agreement becomes a final judgment (the “Effective Date”). Please update the Claims Administrator if you move before receiving the payment.

11. What am I giving up if I stay in the Class and/or get a Settlement Payment?

If you properly submit a Claim Form, you will release your “Released Federal Law Claims,” which include any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees (defined herein), of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated arising under the FLSA, as amended, 29 U.S.C. § 201, et. seq., and any and all derivative and/or related federal claims, including but not limited to claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to keep accurate records, any and all claims for recovery of overtime pay, minimum wage, premium pay, interest, and/or penalties, that accrued while the Participating Claimant was employed in a Covered Position during the applicable Covered Period, for any type of relief, including without limitation, claims for wages, penalties, liquidated damages, interest, attorneys’ fees, litigation costs, or equitable relief.

Regardless of whether you submit a Claim Form, unless you opt-out of the Settlement (as explained in Paragraph 12 below), you will release your Released State and Local Law Claims if the Court approves the Settlement. This means that you consent to the Court’s jurisdiction over the implementation and execution of the Settlement Agreement. It also means that you cannot sue, continue to sue, or be part of any other lawsuit against AlphaSights asserting your “Released State and Local Law Claims,” which include any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and

liabilities against Defendant Releasees (defined herein), of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising under state and local law, whether in law or equity, whether sounding in tort, contract, statute, common law, or other applicable law or regulation including claims that the Class Member does not know of or suspect to exist in his/her favor, that accrued while the Class Member was employed in a Covered Position during the Covered Period, for any type of relief, including without limitation, claims for wages, damages, premium pay, unpaid costs, expenses, penalties (including any applicable late payment penalties), liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, based on the following categories of allegations: (a) all claims asserted or which could have been asserted in [Case Styling] which arose under the facts alleged and/or applicable state or local wage and hour laws and regulations; (b) all claims under applicable state or local laws and regulations for the failure to pay any type of overtime compensation or other wages (including minimum wage, late payments of wages, or business expenses); (c) all claims arising under any applicable state or local laws or regulations for the failure to provide or pay for meal periods and/or rest periods; (d) all claims under applicable state or local laws or regulations, including but not limited to alleged recordkeeping violations stemming from or based on alleged misclassification; (e) all claims arising under any applicable state or local laws or regulations for the failure to furnish accurate, itemized wage statements or other notices; and (f) all claims for penalties or additional damages arising from the claims described in (a) through (e) inclusive above under applicable state or local law. The Released State and Local Claims are the claims meeting the above definition under any and all applicable state and local statutes, regulations or common law (including, but not limited to, the New York Labor Law and New York State Department of Labor Regulation for New York Class Members and the California Labor Code, applicable California Wage Orders, and the California Unfair Business Practices Law for California Class Members), as well as any federal, state or local claims related to any claim for benefits arising from any Settlement Payment under the Settlement Agreement, including but not limited to the Employee Retirement Income Security Act ("ERISA").

[PAGA ONLY: Finally, as a PAGA Member, if the Court approves the Settlement, you will release your Released PAGA Claims, regardless of whether you submit a Claim Form. This means that you cannot sue, continue to sue, or be a part of any other lawsuit against AlphaSights or the Defendant Releasees about any and all wage and hour claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether known or unknown, and whether anticipated or unanticipated, arising from the Released State and Local Law Claims, under PAGA that accrued while a PAGA Member was employed in a Covered Position during the Covered Period ("Released PAGA Claims"). All PAGA Members are bound by this release of PAGA claims.]

"Defendant Releasees" means AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents,

insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

You shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits you may otherwise have had relating to the claims identified above, including claims that you do not know or suspect to exist in your favor at the time of the release. Moreover, any Plaintiff or Class Member who worked for Defendant in California shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits they may otherwise have had pursuant to Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO
CLAIMS THAT THE CREDITOR OR RELEASING
PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN
HIS OR HER FAVOR AT THE TIME OF EXECUTING
THE RELEASE, AND THAT IF KNOWN TO HIM OR
HER, WOULD HAVE MATERIALLY AFFECTED HIS
OR HER SETTLEMENT WITH THE DEBTOR OR
RELEASED PARTY.

Class Members, AlphaSights, and Defendant Releasees do not waive any rights or arguments regarding AlphaSights' Employment Arbitration Policy or any arbitration or alternative dispute resolution agreements with any Class Members or with respect to any claims not released by the Settlement Agreement. Plaintiffs, Participating Claimants, PAGA Members, and Class Members who do not opt out, consent to the Court's jurisdiction over the implementation and enforcement of the Settlement Agreement. Otherwise, nothing in the Settlement Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternate dispute resolution agreements, provisions, or policies, by AlphaSights or Defendant Releasees. AlphaSights and Defendant Releasees also do not waive their right to enforce class, collective and representative action waivers in any such alternative dispute resolution agreements, or other agreements.

OPTING OUT OF THE SETTLEMENT

If you want to retain your right to file your own lawsuit against AlphaSights for the Released State and Local Law Claims and you do not wish to be eligible to receive a Settlement Payment, then you must take steps to exclude yourself from the Settlement. This is called "opting-out" of the Settlement.

If you do not opt-out of the Settlement, you will not be eligible to bring a legal action against AlphaSights asserting a Released State and Local Claim.

12. How do I opt-out of the Settlement?

To opt-out of the Settlement, you must submit a written request to the Claims Administrator saying that you want to opt-out of the Settlement of [Case Caption] (the "Opt-Out

Request”). The Opt-Out Request must: (a) be signed by you; (b) contain your name, mailing address, and email address; (c) clearly state that you do not wish to be included in the Settlement; (d) be returned by mail or email to the Claims Administrator at the mailing address or email address specified below; and (e) be postmarked or emailed no later than **[INSERT DATE THAT IS 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Remailed – Insert 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later]**. Your Opt-Out Request must be mailed or emailed to the following addresses:

[Claims Administrator]
 AlphaSights Associates Settlement
 XXXXXXXXXXXXXXXX
 XXXXXX, XX XXXX
 () -

If you submit an Opt-Out Request, you will not receive a Settlement Payment, and you cannot object to the Settlement. You will also not be legally bound by anything that happens in this lawsuit and you will retain any right you may have to bring your own legal action against AlphaSights in the future about the legal issues in this case. You should be aware that your claims are subject to a statute of limitations, which means that they will expire on a certain date, and may be subject to AlphaSights’ Employment Arbitration Policy or any arbitration or alternative dispute resolution agreements you may have with AlphaSights.

If you submit both an Opt-Out Request and a Claim Form, the Claims Administrator will attempt to contact you to seek clarification of whether you intended to opt-out of the Settlement or become a Participating Claimant. If you do not respond to the Claims Administrator within seven (7) calendar days, it will be presumed that you intended to participate, and you will be deemed a Participating Claimant.

[PAGA ONLY: You cannot opt out of the PAGA Settlement. Even if you opt out of the Settlement, you will still receive a PAGA Settlement Check and release your Released PAGA Claims. Your PAGA claims will be released whether or not you cash the PAGA Settlement Check.]

THE LAWYERS REPRESENTING YOU

13. Do I have a lawyer in this case?

The Court has designated the lawyers at the law firm of Outten & Golden LLP to represent you and all Class Members. These lawyers are called “Class Counsel.” You will not be charged separately for these lawyers. You do not need to retain your own attorney in order to participate as a Class Member. If you want to be represented by your own lawyer, you may hire one at your own expense. The contact information for Class Counsel is in Paragraph 21 below.

14. How will the lawyers be paid?

Class Counsel will ask the Court to approve payment of up to one-third of the Maximum Settlement Amount for attorneys' fees. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve payment of their reasonable out-of-pocket costs. The Court may award less than these amounts.

Class Counsel will also ask the Court to approve Enhancement Awards of \$7,000 to each of the Plaintiffs, in recognition of their service to the Class.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or some part of it.

15. How do I tell the Court that I object to the Settlement?

If you are a Class Member and have not submitted an Opt-Out Request, you can object to any portion of the Settlement with which you disapprove. You can give reasons why you think the Court should not approve the Settlement. The Court will consider your views. To object to the Settlement, you must send a letter the Claims Administrator saying that you object to the Settlement in [Case Caption]. Be sure to include your name, job title, mailing address, email address, telephone number, your signature, and state the reasons you object to the Settlement. Any objection must be mailed to the Claims Administrator at:

[Claims Administrator]
AlphaSights Associates Settlement
XXXXXXXXXXXXXXXXXX
XXXXXX, XX XXXX
() -

Your letter must be postmarked no later than [INSERT DATE THAT IS 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Retailed – Insert 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later].

Do not contact the Court directly for any reason.

16. What is the difference between objecting and opting-out?

Objecting is telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class.

Opting-out is telling the Court that you do not want to be part of the Class. If you opt-out, you have no basis to object because the case no longer affects you.

If you submit both an objection and an Opt-Out Request, the Claims Administrator will attempt to contact you to determine whether you intended to object or opt-out. If you do not respond to the Claims Administrator within seven (7) calendar days, it will be presumed that you intended to opt-out, and your objection will not be considered.

THE COURT'S FAIRNESS HEARING

17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a "Fairness Hearing" on _____ at _____, at the New York State Supreme Court for Suffolk County, [Courthouse Address], in Courtroom ____.

The purpose of the Fairness Hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and should be approved by the Court. The Court will take into account any comments or objections from Class Members filed in accordance with the required procedures explained in Paragraph 15. Only Class Members who have requested to speak at the hearing in accordance with Paragraph 19 below will be permitted to do so.

18. Do I have to come to the hearing?

No. Class Counsel will answer questions the Court may have. But, you are welcome to come at your own expense. If you send an objection, you do not have to come to Court in person. As long as you have not opted-out and have mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

19. May I speak at the hearing?

You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter to the Claims Administrator saying that you wish to speak at the Fairness Hearing (the "Notice of Intention to Appear"). Be sure to include your name, mailing address, email address, telephone number, and your signature. Your Notice of Intention to Appear must be postmarked no later than [INSERT DATE THAT IS 60 DAYS FROM NOTICE MAILING DATE] [If Notice Is Rемаiled – Insert 60 Days From Notice Mailing Date or 21 Days From Remailing, Whichever Is Later], and be sent to the Claims Administrator at the address in Paragraph 15. You cannot speak at the hearing if you opt-out from the Settlement.

GETTING MORE INFORMATION

20. Are there more details about the Settlement?

This Class and Collective Notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by sending a request, in writing, to the Claims Administrator or Class Counsel using the contact information below.

21. How do I get more information?

If you have other questions about the Settlement, you can contact Class Counsel or the Claims Administrator at the addresses and/or telephone numbers below:

Melissa Stewart
Outten & Golden LLP
685 Third Ave, 25th Floor
New York, NY 10017
Telephone: (212) 245-1000
AlphaSightsSettlement@outtengolden.com

Jennifer Davidson
Outten & Golden LLP
1225 New York Avenue, NW Suite 1200B
Washington, D.C. 20005
Telephone: (202) 847-4400
AlphaSightsSettlement@outtengolden.com

[Claims Administrator]
AlphaSights Associates Settlement
XXXXXXXXXXXXXXXXXX
XXXXXXX, XX XXXX
() -

DATED: _____, 2023

Exhibit B

CLAIM FORM

[SIDE A]

TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, SIGN, AND RETURN THIS CLAIM FORM.

THIS CLAIM FORM MUST BE POSTMARKED OR SUBMITTED ONLINE OR BY EMAIL NO LATER THAN [INSERT DATE 60 Days From Claim Form Mailing Date]. [If Claim Form is remailed – Insert Date 60 Days From Claim Form Mailing Date or 21 Days From Remailing, Whichever is Later].

You can submit this Claim Form¹ online at: [insert url for online submission portal], by using the enclosed postage-prepaid envelope, or by submitting by email or mail to: [insert administrator mail and email address]

If you have questions about completing this Claim Form, please contact the Claims Administrator. If you need to update your contact information or dispute AlphaSights Inc.'s ("AlphaSights") records, please read the information on the other side of this Claim Form.

Your Claim Number is _____ . Your PIN is _____ .

RELEASE OF CLAIMS

By signing and timely returning this Claim Form, you will be consenting to join and opt-in as a claimant for settlement purposes in this matter. If you submit this Claim Form, you will be releasing the Released Federal Law Claims and the Released State and Local Law Claims as defined in the accompanying Class and Collective Notice and the Settlement Agreement referenced in the Class and Collective Notice. You also agree to be bound by this Settlement and not to sue or otherwise make a claim against AlphaSights or any of the Defendant Releasees (as described in the Class and Collective Notice and defined in the Settlement Agreement referenced in the Class and Collective Notice) as to any of the Released Federal Law Claims or the Released State and Local Law Claims.

SIGNATURE

By signing and timely returning this Claim Form, you acknowledge that you consent to join the above-captioned lawsuit, you want to participate in the Settlement and agree to be bound by its terms, and you want to receive a Settlement Payment, an estimate of which is set forth on the accompanying Class and Collective Notice. You further acknowledge that you consent to the Court's jurisdiction over the implementation and enforcement of the Settlement Agreement, despite any arbitration agreement that you may have entered into with AlphaSights.

Date: _____ Signature: _____

¹ All capitalized terms not specifically defined in this Claim Form are defined in the accompanying Class and Collective Notice.

CLAIM FORM

[SIDE B]

CHANGE OF ADDRESS

Write name and address corrections below if any are necessary. If your address changes at any point prior to receiving your Settlement Payment, please promptly inform the Claims Administrator using the contact information found on the Class and Collective Notice:

Name: _____
(Include any name(s) you used while employed at AlphaSights)

Address: _____

Email Address: _____

Telephone Number: _____

IF YOU DISPUTE ALPHASIGHTS' RECORDS

Please complete this Section only if you disagree with the number of Workweeks in the Covered Position(s) included in the accompanying Class and Collective Notice.

For each Covered Position in which you were employed during the Covered Period, write the Covered Position, the state in which worked in that Covered Position (California or New York), the number of Workweeks that you believe you were actively employed in the Covered Position in each state, and the dates you believe you were employed in that Covered Position in each state. If you worked in both California and New York while actively employed in a Covered Position, provide the requested information for each state on a separate line.

<u>Covered Position</u>	<u>State</u>	<u>Workweeks</u>	<u>Dates</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Please attach to this Claim Form any documents that support the number of Workweeks that you are claiming to have been actively employed during the Covered Period. Please be advised that the number of Workweeks included on the Class and Collective Notice, which is based on AlphaSights' records, is presumed to be accurate unless you submit evidence establishing otherwise.

Exhibit C

SUBJECT: ALPHASIGHTS ASSOCIATES SETTLEMENT DEADLINE – IMPORTANT REMINDER

To: NAME

On [Claim Form Mailing Date], we sent you a Notice of Proposed Class and Collective Action Settlement and a Claim Form for [Case Caption] to advise you that you are eligible to participate in the settlement of a lawsuit filed against AlphaSights Inc. under California, New York, and Federal Law claiming that Associates did not receive overtime pay, adequate wage notices, wage statements, meal periods, or rest breaks, or timely payment of wages.

Our records show you have not submitted either a Claim Form or an Opt-Out Request. If you wish to make a claim in the above-referenced class and collective action settlement and receive your estimated settlement payment of \$[AMOUNT], you must submit your Claim Form by mail, email, or online by **no later than [INSERT DATE 60 DAYS FROM CLAIM FORM MAILING DATE] [OR IF INITIAL REMINDER EMAIL IS RETURNED AS UNDELIVERABLE – 60 DAYS FROM CLAIM FORM MAILING DATE OR 21 DAYS FROM RE-MAILING, WHICHEVER IS LATER]**.

[Claims Administrator]
AlphaSights Associates Settlement
[Mailing Address/Phone Number]

Your Claim Number is _____. Your PIN is _____.

[insert “Submit a Claim Form” button]

If you have questions about completing this Claim Form, please contact the Claims Administrator.

IMPORTANT DEADLINE: in order to receive a settlement payment, your Claim Form must be postmarked or received on or before **[INSERT DATE 60 DAYS FROM CLAIM FORM MAILING DATE] [OR IF INITIAL REMINDER EMAIL IS RETURNED AS UNDELIVERABLE – 60 DAYS FROM CLAIM FORM MAILING DATE OR 21 DAYS FROM THE INITIAL REMAILING, WHICHEVER IS LATER]**. If you did not receive or no longer have the Class and Collective Notice or Claim Form, you should contact the Claims Administrator to request another form.

If you have any questions about the settlement, you can contact the Claims Administrator using the contact information above, or you can contact Melissa L. Stewart or Jennifer Davidson at Outten & Golden LLP at (212) 245-1000 or via email at AlphaSightsSettlement@outtengolden.com

Exhibit D

[CLAIMS ADMINISTRATOR LETTERHEAD]

[DATE]

[CLASS MEMBER NAME]

[STREET ADDRESS]

[CITY/STATE/ZIP CODE]

Re: AlphaSights Associates Settlement

Dear [CLASS MEMBER NAME]:

It appears that you have submitted inconsistent documentation with respect to whether you intend to participate in the above-referenced class and collective action settlement (the “Settlement”). Specifically, you have submitted both an Opt-Out Request, which would exclude you from the Settlement, and a Claim Form to participate in the Settlement and receive your estimated Settlement Payment of approximately \$[AMOUNT].¹

Please complete the information below to indicate whether it is your intention to participate in the Settlement, and return this form to:

[Claims Administrator]
AlphaSights Associates Settlement
[Mailing Address]

If this completed form is not received by [SEVEN DAYS FROM THE DATE OF MAILING], you will be deemed to have elected to participate in the Settlement.

I. PLEASE CHOOSE ONE (AND ONLY ONE) OF THE FOLLOWING OPTIONS:

I elect to participate in the Settlement. I understand that this means I am releasing the Released State and Local Law Claims and Released Federal Law Claims against AlphaSights and the Defendant Releasees.

I elect to opt out of participating in the Settlement. I understand this means that I will not be eligible to receive any Settlement Payment under the Settlement and that I will retain any right I have against AlphaSights for potential wage and hour claims subject to any

¹ All capitalized terms not specifically defined herein are defined in the Notice of Proposed Class and Collective Action Settlement that you previously received and read.

agreement with AlphaSights and applicable statutes of limitations.

II. SIGNATURE

I certify that the foregoing statements made by me are true and correct. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal ramifications.

Signature Full Name (Printed) Date

Street Address City/State/Zip Code

Telephone Number

RETURN THIS FORM BY [SEVEN DAYS FROM THE DATE OF MAILING] TO:

[Claims Administrator]
AlphaSights Associates Settlement
[Mailing Address]

Exhibit E

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Chidubem Anyanwu (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 26, 2023

By: 
Chidubem Anyanwu

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112C18AB353403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Caroline Filan (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: 4/20, 2023

By: 
Caroline Filan

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112G18AD353403...
By: On behalf of AlphaSights Inc.

Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT**[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]**

AlphaSights Inc. ("Defendant"), and Caroline Harris (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as "YOU" or "YOUR"), mutually desire to enter into this Individual General Release Agreement (the "Release Agreement") and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the "Agreement"):

1. Subject to the New York State Supreme Court, Suffolk County's approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer's share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant's Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 24, 2023

By:

Caroline D. Harris
Caroline Harris

DATED: May 4, 2023 | 2:20 PM EDT, 2023

By:

DocuSigned by:
Max Cartellieri
A142C48AB353403...
On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Kelly Black (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those

which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. It is further understood and agreed that as a condition of this Release Agreement, YOU expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits YOU may otherwise have had under California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN TO HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

9. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

10. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

11. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

12. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of California and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of California without giving effect to that State's choice of law principles.

13. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 20, 2023

By: Kelly Black
Kelly Black

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:
Max Cartellieri
A112618AD353403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Leora Vainshelboim (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 19, 2023

By: 
Leora Vainshelboim

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112C18AB353403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Laura Barrera (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

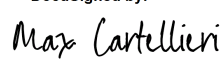
12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 24, 2023

By: 
Laura Barrera

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

AT112C18AB333403...
By: On behalf of AlphaSights Inc.

Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. ("Defendant"), and Michelle Sims (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as "YOU" or "YOUR"), mutually desire to enter into this Individual General Release Agreement (the "Release Agreement") and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the "Agreement"):

1. Subject to the New York State Supreme Court, Suffolk County's approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer's share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant's Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: 4/21, 2023

By: 
Michelle Sims

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112G18AD353403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Samhaoir Ruland (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhaoir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

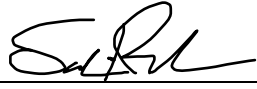
10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

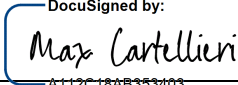
12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April. 21, 2023

By: 
Samhaoir Ruland

DATED: May 4, 2023 | 2:20 PM EDT, 2023

By: 
On behalf of AlphaSights Inc.

Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Samantha Ryan (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

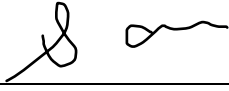
10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

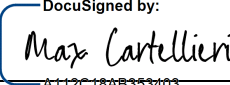
12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: 4/22, 2023

By: 
Samantha Ryan

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112C18AB333403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name

INDIVIDUAL GENERAL RELEASE AGREEMENT

[MUST BE SIGNED IN ORDER TO RECEIVE YOUR ENHANCEMENT AWARD]

AlphaSights Inc. (“Defendant”), and Nicole Tang (on behalf of himself or herself, his or her respective current, former, and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, hereinafter collectively referred to as “YOU” or “YOUR”), mutually desire to enter into this Individual General Release Agreement (the “Release Agreement”) and agree that:

In consideration for YOUR execution of this Release Agreement and compliance with the promises made herein and in the April 17, 2023 Settlement Agreement and Release between Plaintiffs Kelly Black, Chidubem Anyanwu, Laura Barrera, Caroline Filan, Caroline Harris, Michelle Sims, Nicole Tang, Samhahir Ruland, Samantha Ryan, and Leora Vainshelboim, individually and on behalf of the classes and collective of individuals that they seek to represent, and Defendant (the “Agreement”):

1. Subject to the New York State Supreme Court, Suffolk County’s approval of the Agreement, Defendant will pay YOU an Enhancement Award¹ in the amount of Seven Thousand Dollars and Zero Cents (\$7,000.00), from the Maximum Settlement Amount, as defined in the Agreement, which governs the Settlement of the Threatened Litigation. This Enhancement Award shall be made less deductions of YOUR share of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and YOUR share of the FICA tax and shall be reported to the Internal Revenue Service as determined by the Claims Administrator. The Claims Administrator shall indemnify the Parties and their Counsel regarding any improper handling of its responsibilities, including the handling of any tax-related matters. This Enhancement Award is in addition to YOUR individual Settlement Payment under the Agreement and is consideration for this Release Agreement.

2. YOU will be solely responsible for all taxes, interest, penalties, or other amounts due with respect to this payment (except for the employer’s share of payroll taxes) and in this regard agree to indemnify and hold harmless Defendant for any taxes, penalties, interest or other amounts due or owing by YOU on such payment. Neither Class Counsel, Defendant nor Defendant’s Counsel make any representations concerning any tax consequences of this Release Agreement or YOUR participation in it, and YOU are advised to consult, at YOUR own expense, with YOUR own tax lawyer or advisor for tax advice.

3. In exchange for receipt of the Enhancement Award, YOU, on YOUR behalf, and on behalf of YOUR respective current, former and future representatives, heirs, successors, assigns, spouses, executors, administrators, beneficiaries, agents, and attorneys, as applicable and without limitation, generally release and discharge Defendant Releasees from any and all claims, obligations, demands, actions, rights, causes of action, and liabilities against Defendant Releasees, of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated or

¹ All capitalized terms not specifically defined herein are defined in the Agreement.

unanticipated, arising at any time up to and including the Effective Date, for any type of relief, including without limitation claims for wages, premiums and other forms of pay, unpaid/unreimbursed costs, penalties (including waiting time penalties), general damages, compensatory damages, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief. This release includes, but is not limited to, the Released Federal Law Claims as well as the Released State and Local Law Claims, and, if YOU accept an Enhancement Award, also include claims under state and/or federal discrimination statutes, including, without limitation, the United States Constitution; the Age Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000, et seq.; the Family and Medical Leave Act; the Americans with Disabilities Act, 42 U.S.C. § 12101, et seq.; and the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; and all of their implementing regulations and interpretive guidelines. This release is intended to reflect a full and general release of claims and shall be interpreted as broadly as possible consistent with applicable law. YOU further covenant that YOU will not participate in any other legal actions against Defendant regarding the claims encompassed by this release, and will not opt-in, withdraw any opt-in, and opt-out of those actions if YOU become aware of such actions. YOU further agree that YOU shall not seek and hereby waive any claim for employment or re-employment (as a full-time or part-time employee) and that this release shall be a complete bar to any such application, employment, continued employment, or re-employment. Notwithstanding the foregoing, (a) YOU do not waive any right to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that YOU agree not to seek, or in any way obtain or accept, any monetary award, recovery, or settlement therefrom; (b) YOU do not release any claim for breach of the terms of the Agreement; and (c) YOU do not waive any rights with respect to, or release Defendant Releasees from, any workers' compensation insurance benefits to the extent any applicable state law prohibits the direct release of such benefits without judicial or agency approval, with the understanding that such benefits, if any, would only be payable in accordance with the terms of any workers' compensation coverage or fund of the Defendant.

4. "Defendant Releasees" shall mean AlphaSights Inc. and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and corporate capacities.

5. This Release Agreement shall be read in conjunction with the Agreement and shall become effective upon the Effective Date of the Agreement. If the court does not approve the Agreement or does not approve any Enhancement Award, or if the Agreement is terminated for any reason, this Release Agreement shall be null and void.

6. YOU expressly acknowledge that this Release Agreement is intended to include in its effect, without limitation, all claims arising at any time up to and including the Effective Date, which YOU do not know or suspect to exist in YOUR favor at the time of execution hereof, and that this Release Agreement contemplates the extinguishment of any such claim or claims.

7. In connection with such waiver and relinquishment, YOU hereby acknowledge that YOU or YOUR attorneys may hereafter discover claims or facts in addition to, or different from, those which YOU now know or believe to exist, but that YOU expressly agree to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, to the extent permitted by law, which exist or may exist on YOUR behalf against Defendant Releasees as of the date of this Release Agreement, up to and including the Effective Date, including, but not limited to, any and all claims relating to or arising from YOUR employment with Defendant Releasees or the cessation of that employment. YOU and Defendant Releasees further acknowledge, understand, and agree that this representation and commitment is essential to each party and that this Release Agreement would not have been entered into were it not for this representation and commitment.

8. YOU agree, subject to the New York State Supreme Court, Suffolk County's approval of the Agreement and award and receipt of all payments due to YOU under the terms of the Agreement: (1) that YOU and Defendant have reached an amicable agreement regarding any and all amounts of disputed wages; and (2) that YOU are releasing Defendant Releasees from any wage claims as to any disputed wages, based on YOUR acknowledgement that YOU and Defendant have reached an amicable agreement regarding the payment of the disputed wages.

9. YOU further acknowledge and agree that YOU (i) will not make any statements, written or oral and in any medium, including, without limitation, posting on blogs, social media, or other online platforms or mediums, about Defendant's products, vendors, or services, any former or current employees of Defendant, or the circumstances of YOUR employment with Defendant or separation therefrom that are maliciously untrue such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity; and (ii) as of the date YOU sign this Release Agreement, are not participating in any other legal actions or proceedings against Defendant, and to the extent YOU are pursuing any such actions, YOU will withdraw from or opt-out of any such actions.

10. Nothing in this Release Agreement shall prohibit or restrict YOU from: (a) providing information to, or otherwise assisting in, an investigation by Congress, the EEOC, the Securities and Exchange Commission, the National Labor Relations Board, or any other federal regulatory or law enforcement agency or self-regulatory organization; or (b) complying with a lawful subpoena or other legal process, subject to the terms of this Release Agreement, or otherwise complying with applicable law.

11. This Release Agreement shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed, in the State of New York and the rights and obligations of the parties to this Release Agreement shall be construed and enforced in accordance with, and governed by, the substantive laws of the State of New York without giving effect to that State's choice of law principles.

12. This Release Agreement may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release Agreement.

THEREFORE, the parties now voluntarily and knowingly execute this Release Agreement.

DATED: April 19, 2023

By: 
Nicole Tang

DATED: May 4, 2023 | 2:20 PM EDT, 2023

DocuSigned by:

A112C18AB353403...
By: On behalf of AlphaSights Inc.
Max Cartellieri
Name