



# Terms of Service

Updated August 25, 2023

These terms of service (this “**Agreement**”) constitute a legal agreement between Gauntlet Networks, Inc. (“**Gauntlet**”, “**us**”, or “**we**”) and you as the User (“**User**”, “**you**”, or “**your**”) and govern your access and use of Gauntlet’s website located at <<https://www.gauntlet.xyz>> (the “**Interface**”), and all other platforms, products, applications, and services provided by Gauntlet (collectively, the “**Products**”).

***This Agreement contains important information, including a binding arbitration provision and class action waiver, both of which impact your rights as to how disputes will be resolved. Please read this Agreement carefully before accessing or using the Products. By accessing or using any of the Products, you indicate that you have read, understood, and agree to be bound by this Agreement in its entirety, including those additional terms and conditions and policies referenced herein. This Agreement may be modified from time to time in our sole and absolute discretion in accordance with Section 2 below. If you do not agree, then you are not authorized to access or use any of our Products.***

To access or use any of our Products, you must be able to form a legally enforceable agreement with us. Accordingly, you represent and warrant to us that:

- (i) you have full right, power, and authority to enter into and comply with the terms of this Agreement on behalf of yourself and/or any other entity on whose behalf you may access or use the Products.
- (ii) you or the entity on whose behalf that you access the Products will be bound by this Agreement, and such Agreement will be enforceable against you or such entity.
- (iii) your entering into and performing this Agreement will not conflict with or contravene any legally enforceable instrument by which you are, or any other entity on whose behalf you may access or use the Products is, bound.
- (iv) you are not (a) the subject of economic or trade sanctions administered or enforced by any governmental authority or otherwise designated on any list of prohibited or restricted parties (including the SDN List maintained by the Office of Foreign Assets Control of the United States Department of the Treasury), or (b) a citizen, resident, or entity organized in a jurisdiction or territory that is the subject of comprehensive sanctions by the United States of America.
- (v) Your access to or use of any of our Products will not violate or contravene any applicable laws or regulations, and that you will not access or use any of our Products to conduct, promote, or otherwise facilitate any activity that is prohibited by any law, rule, or regulation.

**1. Privacy Policy and Data Protection.** The Products are subject to our privacy and data protection practices (our “**Privacy Policy**”). Please read our Privacy Policy found at <<https://www.gauntlet.xyz/privacy-policy>>. Our Privacy Policy explains how Gauntlet collects, uses, and shares your information when you use or access the Products. By accessing or using the Products, you consent to our collection, use, and sharing of your information as set forth in our Privacy Policy.

## **2. Our Products**

### **2.1. Products and Proposals**

The specific Products, including without limitation our Full-Service Economic Risk Management, Ecosystem Risk Infrastructure and Advisory, and our Incentive Optimization and Custom Research services will be set forth in a proposal provided by us that will govern the service delivery, performance, and payment obligations (each, a **"Proposal"**). In the event of any conflict between the terms of this Agreement and the terms of any applicable Proposal, the terms of such Proposal shall govern.

### **2.2. Restrictions on Use of Our Products**

Except as expressly permitted by this Agreement, you can neither directly nor indirectly (a) use any of our Confidential Information (as defined herein) to create any service, software, documentation, or data that is similar to, or competes with, any aspect of the Products; (b) disassemble, decompile, reverse-engineer, or use any other means to attempt to discover any source code of the Products, or the underlying ideas, algorithms, or trade secrets therein; (c) use any routines, tools, methodologies, processes, protocols, simulations, technologies, and all other tangible or intangible materials (including hardware, software, documentation, methodologies, and data) provided or used by or on behalf of Gauntlet in providing the Products; including all improvements, updates, and derivatives thereof (collectively, the **"Gauntlet Materials"**) for any reason other than as contemplated and permitted by this Agreement; (d) encumber, sublicense, transfer, rent, lease, time-share, or use the Products in any service bureau arrangement or otherwise for the benefit of any third party; (e) copy, distribute, manufacture, adapt, create derivative works of, translate, localize, port, or otherwise modify any aspects of the Products; (f) use or allow the transmission, transfer, export, re-export, or other transfer of any product, technology, or information that it obtains or learns pursuant to this Agreement (or any direct product thereof) in violation of any export control or other laws and regulations of the United States or any other pertinent jurisdiction; or (g) permit any third party to engage in any of the following on your behalf.

## **3. Modifications of this Agreement or Our Products**

### **3.1. Modifications of this Agreement**

We reserve the right, in our sole and absolute discretion, to modify or amend this Agreement from time to time. If we make any material modifications, we will refresh the date at the top of this Agreement and maintain a current version of this Agreement at [<https://www.gauntlet.xyz/TOS>](https://www.gauntlet.xyz/TOS). All modifications will be effective when they are posted, and your continued access or use of any of the Products shall indicate your acceptance of such modifications. You waive any right you may have to receive specific notice of such modifications. If you do not wish to be bound by any such modifications, then you must stop accessing and using all of our Products.

### **3.2. Modifications of Products**

We reserve the right, with or without notice to you, to: (a) modify, substitute, eliminate, or enhance any Product; and (b) review, modify, filter, disable, delete, or remove any and all content and information from any Product. We have no obligation to update any Product, except as may be set forth in a separately executed agreement between you and us

specifically for the provision of such Products. You agree that it is your responsibility to monitor changes to the Products that may affect you.

## **4. Intellectual Property Rights**

### **4.1. Intellectual Property Rights in General**

We own all intellectual property and other rights in each of our Products and their respective contents, to the extent not otherwise designated by such Product or Product component. Subject to the terms and conditions of this Agreement, we grant to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use our Products solely in a manner contemplated by this Agreement. You agree that you will not use, modify, distribute, tamper with, reverse engineer, disassemble, or decompile any of our Products for any purpose other than as expressly permitted by this Agreement. You have no other rights in any of our Products except those expressly granted to you by this Agreement.

By using any of our Products, you grant us a worldwide, non-exclusive, sublicensable, royalty-free license to use, copy, and modify any content, including text, materials, images, files, communications, code, comments, feedback, suggestions, ideas, concepts, questions, data, or otherwise ("**Customer Materials**") that you make available to us for the purpose of our providing the Products to you. Such license will also extend to any third-parties that we retain to assist us in providing the Products to you and only for the purposes contemplated by this Agreement or any applicable Proposal. You (and your licensors) will otherwise retain all right, title, and interest in the Customer Materials. You grant to us a non-exclusive, transferable, worldwide, perpetual, irrevocable, fully-paid, royalty-free license (with the right to sublicense) to use, copy, modify, or create derivative works based upon any suggestions or feedback that you provide to us on the Products for any purpose.

You represent and warrant that you have all requisite rights, licenses, consents, permissions, powers, and authorities necessary to grant the rights that you grant herein for any Customer Materials that you provide to us in connection with your use of our Products. You further represent and warrant that such content does not contain any material subject to any intellectual property rights of another except those for which you have obtained the proper authorization and right to use, post, and grant the corresponding licenses to us as described herein.

### **4.2. Generalized Knowledge.**

Notwithstanding any other provision contained herein; you acknowledge and agree that we may (a) use and disclose aggregate and/or anonymized measures pertaining to the Products and all usage and performance measures thereof; (b) reuse all generalized knowledge, experience, know-how, works, and technologies (including ideas, concepts, processes, and techniques) related to or acquired during provision of the Products; provided, however, that we will not use such information nor display it in a manner that directly identifies you; and (c) use, store, copy, create derivatives of, or archive data provided by you or on your behalf, including any aggregate data derived from your use of our Products (even those uses in which you submit your information for purposes of running a simulation), to create anonymized compilations, reports, and analyses of any data that you submit to us (including any data that you make available to us for purposes of running a simulation); and also to create, develop, and enhance algorithms, machine learning inputs, and any other pertinent applications in

connection with our provision of our Products. All such described uses and derivatives as set forth above will be deemed as Confidential Information (as defined below) of Gauntlet.

#### 4.3. Additional Rights

We reserve the right to cooperate with any law enforcement, court, or other governmental authority that requests or directs that we disclose information or content that you provide in connection with your use of the Products.

### 5. Other Responsibilities

#### 5.1. Prohibited Activity

You agree not to engage in, or attempt to engage in, any of the following categories of prohibited activity in relation to your access and use of the Products:

- **Intellectual Property Infringement.** Activity that infringes upon or violates any copyright, trademark, service mark, patent, right of publicity, right of privacy, or other proprietary or intellectual property rights under any applicable law.
- **Cyberattack.** Activity that seeks to interfere with, circumvent or compromise the integrity, security, or proper functioning of any computer, server, network, personal device, smart contract or other information technology system, including activities such as the deployment of viruses, exploitations of any source code or smart contract (including operations that may be technically permitted by a smart contract but may nevertheless be a violation of this Agreement and the law), or denial of service attacks.
- **Fraud and Misrepresentation.** Activity that seeks to defraud us or any other person or entity, including the provision of any false, inaccurate, or misleading information in order to unlawfully obtain property or consent from another.
- **Market Manipulation.** Activity that violates any applicable, law, rule, or regulation pertaining to the integrity of trading markets.
- **Securities and Derivatives Violations.** Activity that violates any applicable law, rule, or regulation concerning the issuance or trading of securities or derivatives, including the unregistered offering of securities and the unauthorized offering or trading of leveraged or margined commodity-, equity-, or index-based derivatives to any person.
- **Unlawful Conversion of Property.** Buying, selling, or transferring stolen, fraudulently obtained, or otherwise unlawfully obtained property.
- **Data Mining or Scraping.** Activity that involves data mining, scraping, or similar data extraction methods used for gathering and extracting information from any of our Products.

#### 5.2. Compliance and Tax Obligations

One or more of our Products may be unavailable or inappropriate for use in your jurisdiction. By accessing or using any of our Products, you acknowledge and agree that you are solely and entirely responsible for complying with all laws and regulations that may apply to you. Your use of our Products may result in various tax consequences pertaining to your income, capital gains, value-added, sales, or purchases of goods and services. It is solely your responsibility to determine the applicability of any taxes to your access and use of the Products. You alone will be responsible for appropriately reporting and paying any applicable tax obligations.

### **5.3. Release of Claims**

You acknowledge and agree that you assume all risks in connection with your access and use of any of our Products. You further expressly waive and release us from any and all liability, claims, causes of action, losses, or damages ("**Losses**") arising from or in any way relating to your use of any of our Products. If you are a resident of the State of California, you hereby waive the benefits and protections of California Civil Code § 1542, which provides (in pertinent part): "[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 by him or her, would have materially affected his or her settlement with the debtor or released party."

## **6. Confidential Information**

### **6.1. When Information is Confidential**

We both acknowledge and agree that during the course of our Agreement, one, the other, or both of us may transmit to the other sensitive nonpublic information that pertains to business, operational, technical, or financial affairs of each other ("**Confidential Information**"). Either of us may designate Confidential Information as such verbally or in writing. However, once designated as such by the person transmitting the Confidential Information (the "**Discloser**"), the recipient (the "**Recipient**") must hold such Confidential Information in the strictest confidence and not disclose such Confidential Information to any third-party without the Discloser's express prior written approval. For purposes of this Agreement, Confidential Information will not include any such information that: (i) the Recipient previously had in its possession lawfully and without violating any applicable confidentiality obligations; (ii) is generally known to the public, and is not so because the Recipient violated any applicable confidentiality obligations; and (iii) is independently developed by the Recipient without having violated any confidentiality obligations in the process of development.

### **6.2. How Confidential Information must be Protected**

Once such Confidential Information is received, the Recipient will not use less than a commercially reasonable standard of care to protect the Confidential Information from unauthorized disclosure. Such Confidential Information shall not be used for any purposes other than those contemplated by this Agreement. The Confidential Information shall only be shared with the Recipient's employees, advisors, contractors, consultants, and agents (its "**Representatives**") whom agree to be bound by confidentiality obligations at least as stringent as those contained in this Agreement. The Recipient shall be responsible for any unauthorized disclosure of Confidential Information by any of its Representatives.

### **6.3. Return or Destruction of Confidential Information**

Upon the request of the Discloser or upon termination of this Agreement, the Recipient shall promptly return to the Discloser or destroy any Confidential Information in its possession, except where the Recipient is required by law or internal policy to retain copies of such Confidential Information. The confidentiality obligations of this Agreement shall continually apply to any such retained Confidential Information.

#### **6.4. When Confidential Information can be Disclosed Without Permission**

The Recipient may disclose such Confidential Information if (in the sole and exclusive opinion of its legal counsel) it is compelled to do so by a competent governmental authority; provided, however, that upon notice of any such compulsion, the Recipient shall (to the extent legally permissible) promptly notify the Discloser of such compulsion and provide commercially reasonable cooperation with the Discloser in lawful efforts to preserve confidential treatments of such Confidential Information.

### **7. Disclaimers**

#### **7.1. ASSUMPTION OF RISK – GENERAL**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE PRODUCTS IS AT YOUR SOLE RISK. BY ACCESSING AND USING ANY OF OUR PRODUCTS, YOU REPRESENT AND WARRANT THAT YOU ARE SUFFICIENTLY FINANCIALLY AND TECHNOLOGICALLY SOPHISTICATED TO UNDERSTAND AND COMPETENTLY ASSUME THE INHERENT RISKS ASSOCIATED WITH USING CRYPTOGRAPHIC AND BLOCKCHAIN-BASED SYSTEMS, AND THAT YOU HAVE A FUNCTIONAL KNOWLEDGE OF THE USAGE AND INTRICACIES ASSOCIATED WITH DIGITAL ASSETS, DIGITAL ASSET PLATFORMS, AND DIGITAL ASSET MARKETS. WE DO NOT OWN OR CONTROL ANY OF THE UNDERLYING SOFTWARE OR HARDWARE THROUGH WHICH BLOCKCHAIN NETWORKS ARE FORMED AND OPERATED.

YOU ACKNOWLEDGE AND UNDERSTAND THAT DIGITAL ASSET MARKETS ARE NASCENT AND HIGHLY VOLATILE DUE TO CERTAIN FACTORS INCLUDING BREADTH OF ADOPTION, SPECULATION BY PARTICIPANTS, TECHNOLOGICAL PROGRESS AND LIMITATIONS, CYBERSECURITY, AND LAWS AND REGULATIONS.

#### **7.2. NO WARRANTIES**

EACH OF OUR PRODUCTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE FULLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND PERTAINING TO OUR PRODUCTS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT YOU USE EACH OF OUR PRODUCTS AT YOUR OWN RISK. WE NEITHER REPRESENT NOR WARRANT THAT ACCESS TO EACH OF THE PRODUCTS WILL BE CONTINUOUS, UNINTERRUPTED, TIMELY, OR SECURE; OR THAT ANY OF OUR PRODUCTS WILL BE FREE FROM ERRORS, DEFECTS, VIRUSES, OR OTHER HARMFUL ELEMENTS. NO ADVICE, INFORMATION, OR STATEMENT THAT WE MAKE SHOULD BE TREATED AS CREATING ANY WARRANTY CONCERNING ANY PRODUCT. WE DO NOT ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY ADVERTISEMENTS, OFFERS, OR STATEMENTS MADE BY ANY THIRD-PARTY CONCERNING OUR PRODUCTS.

### **8. Indemnification**

YOU AGREE TO HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY US AND OUR DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, AND SUBSIDIARIES FROM AND AGAINST ALL LOSSES ARISING FROM: (A) YOUR ACCESS AND

USE OF ANY OF OUR PRODUCTS; (B) YOUR VIOLATION OF ANY TERM OR CONDITION OF THIS AGREEMENT, THE RIGHT OF ANY THIRD-PARTY, OR ANY APPLICABLE LAW, RULE, OR REGULATION; (C) ANY OTHER PARTY'S ACCESS AND USE OF ANY OF OUR PRODUCTS WITH YOUR ASSISTANCE USING ANY DEVICE OR ACCOUNT THAT YOU OWN OR CONTROL; AND (D) ANY DISPUTE BETWEEN YOU AND (I) ANY OTHER USER OF THE PRODUCTS, OR (II) ANY OF YOUR OWN CUSTOMERS OR USERS.

## **9. Limitation of Liability**

YOU ACKNOWLEDGE AND AGREE THAT UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR DIRECTORS, MANAGERS, EMPLOYEES, CONTRACTORS, AGENTS, AFFILIATES, OR SUBSIDIARIES BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE PROPERTY, WHICH MAY ARISE OUT OF OR RELATE TO YOUR ACCESS, USE, OR INABILITY TO ACCESS OR USE ANY OF THE PRODUCTS, NOR WILL WE BE RESPONSIBLE FOR ANY LOSSES RESULTING FROM UNAUTHORIZED ACCESS OR MODIFICATION, CYBERATTACK, OR MALICIOUS CODE EXPLOIT INVOLVING ANY OF THE PRODUCTS OR THE INFORMATION CONTAINED THEREIN, REGARDLESS OF WHETHER BASED IN CONTRACT, TORT, OR STATUTE; AND REGARDLESS OF WHETHER ANY AUTHORIZED REPRESENTATIVE OF GAUNTLET HAS BEEN ADVISED OF OR HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH RESPONSIBILITY OR POTENTIAL DAMAGE, LOSS, OR INJURY. OUR TOTAL LIABILITY TO YOU FOR ANY DIRECT DAMAGES PERTAINING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL VALUE OF ALL FEES PAID TO US DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

WE ASSUME NO LIABILITY NOR RESPONSIBILITY FOR ANY UNAUTHORIZED ACCESS OR MISUSE OF ANY SERVER OR DATABASE UNDER OUR CONTROL, INCLUDING ANY SUCH UNAUTHORIZED ACCESS OR MISUSE OF THE DATA CONTAINED THEREIN.

WE ASSUME NO LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSSES THAT MAY ARISE AS A RESULT OF ANY TRANSACTIONS THAT YOU ENGAGE IN BY MEANS OF ANY OF OUR PRODUCTS. WE FURTHER ASSUME NO LIABILITY FOR ANY THIRD-PARTY CLAIMS PERTAINING TO CUSTOMER MATERIALS.

## **10. Governing Law, Dispute Resolution, and Class Action Waiver**

### **10.1. Governing Law**

You acknowledge and agree that the laws of the State of Delaware, without regard to conflict of laws principles, shall govern this Agreement and any Dispute (as defined below) between you and us. Any arbitration conducted pursuant to this Agreement shall be governed by JAMS. You agree that the courts of the State of Delaware are the proper forum for any appeals of an arbitration award or for court proceedings in the event that this Agreement's binding arbitration clause is found to be unenforceable.

### **10.2. Dispute Resolution and Waiver of Jury Trial**

We will use all commercially reasonable efforts to resolve any potential Disputes with you through informal, good faith, confidential negotiations. In the event of a potential Dispute, you agree to first contact us directly by sending an electronic mail message to

[legal@gauntlet.network](mailto:legal@gauntlet.network) summarizing the issue at hand, stating the nature of your dispute with us, and setting forth what resolution that you would expect from us. If we are unable to come to an informal resolution of such potential Dispute earlier than ninety (90) days after receipt of your electronic mail message, then we both agree to resolve such dispute according to the dispute resolution process set forth below.

Any claim or controversy arising out of or relating to any of our Products, this Agreement, or any other acts or omissions for which you might contend that we are liable, including any claim or controversy relating to whether such issue is subject to arbitration (each, a “**Dispute**”), shall be finally and exclusively resolved by arbitration under the JAMS Optional Expedited Arbitration Procedures. **You acknowledge and agree that you will resolve all Disputes by binding arbitration.** Such arbitration shall be held on a confidential basis before a single arbitrator, whom shall be selected pursuant to JAMS rules. Such arbitration shall be held in Wilmington, Delaware, unless we both agree to hold it elsewhere. Unless we agree otherwise, the arbitrator shall not be permitted to consolidate your Disputes with those of any other party. Any enforcing judgment pertaining to such arbitral award may be entered in any court of competent jurisdiction. **If for any reason any Dispute must necessarily proceed in court rather than arbitration, we both hereby waive any right to a jury trial.**

### **10.3. Class Action Waiver**

You must bring any and all Disputes against us in your individual capacity and not as a named plaintiff or class member in any purported class action, collective action, private attorney general action, or other representative proceeding. This provision shall also apply to any purported class arbitration.

## **11. Other Provisions**

### **11.1. Entire Agreement**

This Agreement represents the entire understanding and agreement between you and us with respect to the subject matter addressed herein. With the exception of any addenda or Proposals expressly identified as such and entered into contemporaneously with this Agreement, this Agreement supersedes any and all prior and contemporaneous agreements, communications, and undertakings pertaining to the subject matter addressed herein.

### **11.2. Force Majeure**

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control including without limitation, fire, explosion, earthquake, storm, flood, labor strike, war, insurrection, riot, act of God or a public enemy, telecommunications failures, cyberattacks, or governmental action; then such affected party's performance of this Agreement shall be extended by the period of time for which the affected party was unable to perform its obligations, or excused in their entirety if such performance cannot be performed in a commercially reasonable fashion thereafter.



### **11.3. Publicity**

You hereby grant to us a limited, non-exclusive license to use your name and standard logo to identify you as one of our current or former customers in any of our marketing or promotional materials.

### **11.4. Assignment**

You may not assign or transfer this Agreement, by operation of law or otherwise, without our prior written consent. Any attempt by you to assign or transfer this Agreement without our prior written consent shall be null and void *ab initio*. We may freely assign or transfer this Agreement. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors, and permitted assigns.

### **11.5. Independent Contractors**

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose.

### **11.6. Not Registered with Any Regulatory Agency**

We are not registered with the United States Securities and Exchange Commission as a national securities exchange, broker-dealer, investment adviser, or in any other capacity. You understand and acknowledge that we do not broker trading orders on your behalf or provide any investment advice. We also do not facilitate the execution or settlement of your transactions.

### **11.7. Notice**

We may provide any notice to you under this Agreement using any customary commercial means, including by public communication channels. Any such notices that we dispatch to you shall become effective upon posting or dispatch.

### **11.8. Termination**

Unless otherwise set forth in an applicable Proposal between you and us, we may terminate or suspend all or any part of the Products immediately, without prior notice or liability, when we deem it appropriate in our sole discretion. We may limit the availability of the Products to any person, geographic area, or jurisdiction in our sole and absolute discretion and may terminate any user's access to the Products at any time and in our sole and absolute discretion. We may suspend or disable your access to the Products if we consider it commercially reasonable to do so, including if you breach any of the terms or conditions of this Agreement. Upon such termination of your access, your right to use the Products will immediately cease.

### **11.9. Severability**

If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable by any competent governmental authority, then such provision shall be severed from this Agreement and replaced with a mutually agreeable provision which, being valid, legal, and

enforceable, most closely approximates the original economic effect and intent of the parties in entering into the prior provision to the fullest extent permitted by applicable law and the validity or enforceability of any other provision of this Agreement shall not be affected.

**11.10. Non-Solicitation**

Subject in all respects to applicable law and regulation pertaining to employment and labor, during the term of this Agreement and for a period of not less than one (1) year thereafter, you shall not solicit or otherwise offer employment to any individual who at such time is a current employee or an independent contractor of Gauntlet, without Gauntlet's prior written consent.