

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM678280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Stock Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Account Control Technology Holdings, Inc.		04/15/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Transworld Systems Inc.		
Street Address:	500 Virginia Drive, Suite 514		
City:	Fort Washington		
State/Country:	PENNSYLVANIA		
Postal Code:	19034		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5019980	CONVERGENT	
Registration Number:	4375848	SONAR	
CORRESPONDENCE DATA			
Fax Number:	2149813400		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2149813300		
Email:	jchester@sidley.com		
Correspondent Name:	Sidley Austin LLP c/o Julia M. Chester		
Address Line 1:	2021 McKinney Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Julia M. Chester		
SIGNATURE:	/Julia M. Chester/		
DATE SIGNED:	09/30/2021		
Total Attachments: 43			
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STOCK PURCHASE AGREEMENT

FOR ALL OF THE ISSUED AND OUTSTANDING CAPITAL STOCK OF
ACCOUNT CONTROL TECHNOLOGY HOLDINGS, INC.

By and among

DALE J. VAN DELLEN,

DEBORAH L. VAN DELLEN,

KATHERINE L. VAN DELLEN,

STEPHANIE A. VAN DELLEN,

ACCOUNT CONTROL TECHNOLOGY HOLDINGS, INC.,

and

TRANSWORLD SYSTEMS INC.

dated as of

April 15, 2021

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STOCK PURCHASE AGREEMENT

This Stock Purchase Agreement (this "**Agreement**"), dated as of April 15, 2021, is entered into among DALE J. VAN DELLEN, DEBORAH L. VAN DELLEN, KATHERINE L. VAN DELLEN, and STEPHANIE A. VAN DELLEN (individually a "**Seller**" and collectively the "**Sellers**"), ACCOUNT CONTROL TECHNOLOGY HOLDINGS, INC., a Delaware corporation ("**ACT Holdings**"), and Transworld Systems Inc., a California corporation ("**Buyer**").

RECITALS

WHEREAS, Sellers collectively own all of the issued and outstanding shares of common stock, par value \$0.0001 per share (the "**Shares**"), of ACT Holdings;

WHEREAS, ACT Holdings owns (i) all of the issued and outstanding shares of common stock, par value \$0.01 per share of Convergent Resources Intermediate Holdco, Inc., a Delaware corporation ("**CRIH**"), (ii) all of the issued and outstanding shares of common stock without par value of Convergent Revenue Cycle Management, Inc., a Georgia corporation ("**CRCM**"), (iii) all of the issued and outstanding shares of common stock without par value of Convergent Healthcare Recoveries, Inc., an Illinois corporation ("**CHR**"), (iv) all of the issued and outstanding shares of common stock without par value of ACT Sourcing, Inc., a California corporation ("**ACT Sourcing**"), and (v) all of the issued and outstanding shares of common stock without par value of Account Control Technology, Inc., a California corporation ("**ACT**").

WHEREAS, CRIH owns all of the issued and outstanding shares of common stock without par value of Convergent Resources, Inc., a Georgia corporation ("**Convergent Resources**");

WHEREAS, Convergent Resources owns (i) all of the issued and outstanding shares of common stock, par value \$0.01, per share of Convergent Outsourcing, Inc., a Washington corporation ("**Convergent Outsourcing**"), (ii) all of the issued and outstanding shares of common stock without par value of Convergent Commercial, Inc., a Georgia corporation ("**Convergent Commercial**"), and (iii) all of the issued and outstanding equity interests of Convergent Contact Solutions, LLC, a Georgia limited liability company ("**Convergent Contact Solutions**"; with ACT Holdings, CRIH, CRCM, CHR, ACT Sourcing, ACT, Convergent Resources, Convergent Outsourcing, Convergent Commercial and Convergent Contact Solutions sometimes referred to herein each as an "**ACT Company**" and, together, as the "**ACT Companies**"); and

WHEREAS, Sellers wish to sell to Buyer, and Buyer wishes to purchase from Sellers, the Shares, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"Accounting Principles" means GAAP and, applied to the extent consistent with GAAP, the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments, estimates, valuation and accrual methodologies that were used in the preparation of the Financial Statements; provided that, to the extent consistent with GAAP, unbilled accounts receivable may be calculated as of the Closing Date based on reasonable estimates available as of such date, whether or not consistent with the accrual methodologies used in the Financial Statements.

"ACT" has the meaning set forth in the recitals.

"Action" means any claim, action, suit, arbitration, audit, charge, grievances, investigation, litigation or other proceeding (whether civil, criminal or administrative) by or before any Governmental Authority.

"ACT Ancillary Documents" has the meaning set forth in Section 3.01(b).

"ACT Company" or **"ACT Companies"** has the meaning set forth in the recitals.

"ACT Continuing Employee" has the meaning set forth in Section 6.05(a).

"ACT Holdings" has the meaning set forth in the preamble.

"ACT Intellectual Property" has the meaning set forth in Section 3.11(c).

"ACT Sourcing" has the meaning set forth in the recitals.

"Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term **"control"** (including the terms **"controlled by"** and **"under common control with"**) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement" has the meaning set forth in the preamble.

"Anti-Terrorism Law" means any law relating to terrorism or money laundering, including the PATRIOT Act.

"Balance Sheet" has the meaning set forth in Section 3.05.

"Balance Sheet Date" has the meaning set forth in Section 3.05.

“Base Purchase Price” means One-Hundred Forty-Two Million Dollars (\$142,000,000).

“Benefit Plan” has the meaning set forth in Section 3.16(a).

“Break-Up Reimbursement” has the meaning set forth in Section 9.02(b).

“Business Day” means any day except Saturday, Sunday or any other day on which commercial banks located in New York City are authorized or required by Law to be closed for business.

“Buyer” has the meaning set forth in the preamble.

“Buyer Ancillary Documents” has the meaning set forth in Section 5.01.

“Buyer’s Accountants” means KPMG LLP.

“Buyer’s Bring Down Certificate” has the meaning set forth in Section 7.03(c).

“Buyer Benefit Plans” has the meaning set forth in Section 6.05(b).

“Cash and Cash Equivalents” means unrestricted cash, cash equivalents and liquid instruments that are convertible into cash (including marketable securities). For the avoidance of doubt, Cash and Cash Equivalents (a) shall be calculated net of (i) issued but uncleared checks and drafts (in each case, to the extent the Liability related thereto has not been included in the calculation of Working Capital), (ii) deposits with third parties (including cash collateralizing letter of credit obligations), (iii) money market funds pledged as collateral under surety bond programs and (iv) funds held on behalf of clients, including in restricted trust and escrow bank accounts, and (b) shall include (to the extent the asset related thereto has not been included in the calculation of Working Capital) (i) deposits in transit, (ii) checks held for deposit or deposited but not yet cleared and (iii) other wire transfers and drafts deposited or received and available for deposit and excluding checks written but not yet cleared.

“CHR” has the meaning set forth in the recitals.

“Closing” has the meaning set forth in Section 2.05.

“Closing Adjustment” has the meaning set forth in Section 2.04(a)(ii).

“Closing Cash and Cash Equivalents” means Cash and Cash Equivalents of the ACT Companies, determined on a consolidated basis, as of 11:59 p.m. Eastern Time on the day prior to the Closing Date (without giving effect to the transactions contemplated herein), and calculated in accordance with the Accounting Principles.

“Closing Date” has the meaning set forth in Section 2.05.

"Closing Indebtedness" means the Indebtedness outstanding as of 11:59 p.m. Eastern Time on the day prior to the Closing Date (without giving effect to the transactions contemplated herein), and calculated in accordance with the Accounting Principles.

"Closing Statement" has the meaning set forth in Section 2.04(b)(i).

"Closing Working Capital" means the Working Capital as of 11:59 p.m. Eastern Time on the day prior to the Closing Date (without giving effect to the transactions contemplated herein), and calculated in accordance with the Accounting Principles.

"Commitment Letters" has the meaning set forth in Section 5.07.

"Code" means the Internal Revenue Code of 1986, as amended.

"Company Consolidated Group" has the meaning set forth in Section 3.18(a)(iv).

"Company Data" means all data, information, and data compilations contained in the IT Systems or any databases of the ACT Companies, including Personal Data, that are used by, or necessary to the business of, the ACT Companies.

"Company Privacy Policies" means any (a) internal or external past or present data protection, data usage, privacy or security policies of the ACT Companies or their Affiliates, and (b) policies and obligations applicable to the ACT Companies or their Affiliates as a result of any certification relating to privacy, security, or the Processing of Personal Data.

"Company Releasee" has the meaning set forth in Section 6.21.

"Confidentiality Agreement" means that certain Project Bronco Confidentiality Agreement, dated as of November 13, 2020, between ACT Holdings and Buyer.

"Consolidated Group" means any affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated federal income Tax Returns and any similar group under foreign, state or local law.

"Contract" means any written or oral agreement, contract, lease, consensual obligation, promise, commitment, or undertaking.

"Convergent Commercial" has the meaning set forth in the recitals.

"Convergent Contact Solutions" has the meaning set forth in the recitals.

"Convergent Outsourcing" has the meaning set forth in the recitals.

"Convergent Resources" has the meaning set forth in the recitals.

“COVID-19” means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

“COVID-19 Measures” means any quarantine, “shelter in place,” “work from home,” workforce reduction, social distancing, shut down, closure, sequester, safety or similar Law, directive, guidelines or recommendations promulgated by any Governmental Authority, including the Centers for Disease Control and Prevention, the World Health Organization and the Occupational Safety and Health Administration, in each case, in connection with or in response to COVID-19.

“CRCM” has the meaning set forth in the recitals.

“CRIH” has the meaning set forth in the recitals.

“Cyber Tail Policies” has the meaning set forth in Section 6.20(b).

“D&O Tail Policies” has the meaning set forth in Section 6.20(c).

“Data Processor” means a natural or legal Person, public authority, agency or other body that Processes Personal Data on behalf of or at the direction of the ACT Companies or their Affiliates.

“Data Room” means the electronic documentation site established by Truist Securities on behalf of Sellers and/or the ACT Companies.

“Debt Financing” has the meaning set forth in Section 5.07.

“Designated Broker” has the meaning set forth in Section 6.20(a).

“Designated Jurisdiction” means any country or territory to the extent that such country or territory itself is the subject of any Sanction.

“Designated States” has the meaning set forth in Section 6.13(a).

“Direct Claim” has the meaning set forth in Section 8.05(c).

“Disclosure Schedules” means the Disclosure Schedules delivered by Sellers to Buyer concurrently with the execution and delivery of this Agreement.

“Disputed Amounts” has the meaning set forth in Section 2.04(c)(iii).

“Dollars or \$” means the lawful currency of the United States.

“Drop Dead Date” has the meaning set forth in Section 9.01(b)(i).

“E&O Tail Policies” has the meaning set forth in Section 6.20(d).

"Employees" means those Persons employed by any ACT Company immediately prior to the Closing.

"Encumbrance" means any lien, pledge, mortgage, deed of trust, security interest, hypothecation, charge, claim, option, right of first refusal, right-of-way, easement, transfer restriction, or other title exception or encumbrance.

"Engagement" has the meaning set forth in Section 10.13(b).

"Environmental Claim" means any action, suit, claim, investigation or other Action by any Person alleging Liability of whatever kind or nature (including Liability or responsibility for the costs of enforcement Actions, cleanup, governmental response, removal or remediation, natural resources damages, property damages, personal injuries, medical monitoring, penalties, contribution, indemnification and injunctive relief) arising out of, based on or resulting from: (a) the presence, Release of, or exposure to, any Hazardous Materials; or (b) any actual or alleged non-compliance with any Environmental Law or term or condition of any Environmental Permit.

"Environmental Law" means any applicable Law, and any Governmental Order or binding agreement with any Governmental Authority: (a) relating to pollution (or the cleanup thereof) or the protection of natural resources, endangered or threatened species, human health or safety, or the environment (including ambient air, soil, surface water or groundwater, or subsurface strata); or (b) concerning the presence of, exposure to, or the management, manufacture, use, containment, storage, recycling, reclamation, reuse, treatment, generation, discharge, transportation, processing, production, disposal or remediation of any Hazardous Materials. The term "Environmental Law" includes, the following (including their implementing regulations and any state analogs): the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9601 et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 et seq.; the Federal Water Pollution Control Act of 1972, as amended by the Clean Water Act of 1977, 33 U.S.C. §§ 1251 et seq.; the Toxic Substances Control Act of 1976, as amended, 15 U.S.C. §§ 2601 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Clean Air Act of 1966, as amended by the Clean Air Act Amendments of 1990, 42 U.S.C. §§ 7401 et seq.; and the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. §§ 651 et seq.

"Environmental Notice" means any written directive, notice of violation or infraction, or notice respecting any Environmental Claim relating to actual or alleged non-compliance with any Environmental Law or any term or condition of any Environmental Permit.

"Environmental Permit" means any Permit, letter, clearance, consent, waiver, closure, exemption, decision or other action required under or issued, granted, given, authorized by or made pursuant to Environmental Law.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated thereunder.

"Escrow Agent" means Citibank, N.A.

"Escrow Agreement" means an escrow agreement among the Escrow Agent, Buyer and Sellers' Representative, in a form mutually approved by the parties thereto.

"Escrow Amount" means an amount equal to the sum of the Indemnification Escrow Amount and the Working Capital Escrow Amount.

"Estimated Closing Indebtedness" means Sellers' Representative's good faith estimate (pursuant to the Payoff letters) of the Closing Indebtedness.

"Estimated Closing Statement" has the meaning set forth in Section 2.04(a)(i).

"Estimated Closing Working Capital" means Sellers' Representative's good faith estimate of the Closing Working Capital.

"Estimated Cash and Cash Equivalents" means Sellers' Representative's good faith estimate of the Closing Cash and Cash Equivalents.

"Estimated Purchase Price" is an amount equal to (i) the Base Purchase Price; minus (ii) Estimated Closing Indebtedness; plus (iii) Estimated Cash and Cash Equivalents; minus (iv) Estimated Transaction Costs; and plus or minus (as applicable) the Closing Adjustment.

"Estimated Transaction Costs" means Sellers' Representative's good faith estimate (pursuant to payoff letters or invoices) of the Transaction Costs as of the Closing Date.

"Excluded Legal Reserves" means the amounts reserved in the Financial Statements in respect of the matters set forth on Section 1.01(a) of the Disclosure Schedules.

"Existing E&O/Cyber Policies" has the meaning set forth in Section 6.20.

"Financial Statements" has the meaning set forth in Section 3.05.

"Financing Sources" means the Persons that have committed to provide or arrange or otherwise entered into agreements in connection with all or any part of the Debt Financing under the Commitment Letters in connection with the transactions contemplated hereby and thereby, including the parties to any joinder agreements or credit agreements entered pursuant thereto or relating thereto, together with their respective Affiliates, and any Representatives, direct and indirect equityholders, partners, trustees, administrators and representatives (whether current, former or future) of any of the foregoing.

"First Shortfall Amount" has the meaning set forth in Section 2.04(c)(vi).

"Fraud" with respect to a party shall mean: (i) such party misrepresented or omitted a material fact set forth or required to be set forth in this Agreement or any Seller Ancillary Document, ACT Ancillary Document, or Buyer Ancillary Document, as applicable, delivered by such party to another party in connection with the consummation of the transactions contemplated hereby or thereby; (ii) such party had Buyer's Knowledge or Sellers' Knowledge, as applicable, that such misrepresentation was false when made or such omission was required to be disclosed at the time it was omitted; (iii) such party intended another party to this Agreement to rely on such misrepresentation or omission; and (iv) such other party to this Agreement relied on such misrepresentation or omission; provided, that, for the avoidance of doubt "Fraud" shall not be deemed to include constructive fraud, negligent fraud or equitable fraud.

"Fundamental Representations" means the representations and warranties set forth in Section 3.01 (Organization, Authority and Qualification), Section 3.02 (Capitalization), Section 3.03 (Subsidiaries), Section 3.20 (Brokers), Section 3.22 (Related Party Transactions), Section 4.01 (Title to the Shares), Section 4.02 (Authority, Validity and Effect), Section 5.01 (Organization and Authority of Buyer) and Section 5.04 (Brokers).

"GAAP" means United States generally accepted accounting principles in effect from time to time.

"Government Contract" means any Contract to which any ACT Company is a party, or by which any of them are bound, the ultimate contracting party of which is a Governmental Authority (including any subcontract with a prime contractor or other subcontractor who is a party to any such Contract).

"Governmental Authority" means any federal (including the United States Department of Health and Human Services and the Office for Civil Rights), state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Governmental Order" means any subpoena, order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

"Hazardous Materials" means: (a) any material, substance, chemical, waste, product, derivative, compound, mixture, solid, liquid, mineral or gas, in each case, whether naturally occurring or man-made, that is regulated as a pollutant, contaminant, hazardous, acutely hazardous, toxic, or words of similar import or regulatory effect under Environmental Laws; and (b) any petroleum or petroleum-derived products, radon, radioactive materials or wastes, asbestos in any form, lead or lead-containing materials, urea formaldehyde foam insulation, per- and polyfluoroalkyl substances, and polychlorinated biphenyls.

"HIPAA" means collectively: (a) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), including but not limited to its implementing rules and regulations with respect to privacy, security of health information, and transactions and code sets; (b) the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009); and (c) the Omnibus Rule effective March 26, 2013 (78 Fed. Reg. 5566), and other implementing rules regulations at 45 CFR Parts 160 and 164 and related binding guidance from the United States Department of Health and Human Services.

"HSR Act" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Indebtedness" means, with respect to the ACT Companies, determined on a consolidated basis, and without duplication, (a) the principal of, premium (if any), accrued interest, penalties, breakage fees and all other Liabilities in respect of (i) indebtedness of any ACT Company for money borrowed or obligations in respect of loans or advances to any ACT Company, or (ii) any other indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which any ACT Company is responsible or liable; (b) all capitalized lease obligations of any ACT Company; (c) all obligations of any ACT Company issued or assumed as the deferred purchase price of property, all conditional sale obligations of any ACT Company; (d) all obligations of any ACT Company for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (e) accrued employment obligations related to accrued bonuses and commissions with respect to Mike Meyer, Matthew Stauffer, Chad Benson, Jeff Hunter, Sameer Maini, and Fabian Grijalva, and any Taxes payable in connection with or as a result of the payment of such obligations; (f) any amounts payable in satisfaction of defined benefit plan obligations; (g) any portion of any severance payments that are due and payable in, or arising with respect or are related to, pre-Closing periods; (h) Sellers' portion of any employment Taxes (regardless of whether or not such amounts are currently due and payable) that have been deferred under Section 2302 of the CARES Act (or any similar provision of state or local Law); (i) all obligations of any ACT Company for any deferred rent that has been deferred under an agreement with the landlord with respect to any Leased Real Property or Personal Property; (j) all obligations arising from cash/book overdrafts; (k) all obligations of the type referred to in clauses (a) through (j) of any other Person with respect to which any ACT Company is responsible or liable for the payment thereof, directly or indirectly, as obligor, guarantor or otherwise, including by means of any agreement which has the economic effect of a guarantee and (l) all obligations of the type referred to in clauses (a) through (j) that are secured by any Encumbrance on any property or asset of any ACT Company, but, in each case, expressly excluding (i) any amounts included as Transaction Costs or Working Capital, (ii) any intercompany indebtedness, and (iii) any unpaid interest, prepayment penalties, premiums, costs and fees that would arise or become due as a result of the prepayment of any of the obligations described in clause (b) of this definition inasmuch as such items will not be prepaid in connection with the Closing.

"Indemnification Escrow Account" means the account in which the Escrow Agent shall hold the Indemnification Escrow Amount.

"Indemnification Escrow Amount" means Fourteen Million Two Hundred Thousand Dollars (\$14,200,000).

"Indemnification Escrow Release Date" has the meaning set forth in Section 8.07(c).

"Indemnified Party" has the meaning set forth in Section 8.04.

"Indemnifying Party" has the meaning set forth in Section 8.04.

"Independent Accountant" has the meaning set forth in Section 2.04(c)(iii).

"Information Security Program" means a written information security program that complies with Privacy Requirements, that when appropriately implemented and maintained would constitute reasonable security procedures and practices and that is at least as stringent as relevant industry standards appropriate to, or which are otherwise reasonably deemed to be relevant given the nature of the Personal Data and that includes: (i) written policies and procedures regarding Personal Data, and the Processing thereof; (ii) administrative, technical and physical safeguards designed to protect the security, confidentiality, and integrity of any Personal Data owned, controlled, maintained, held, or Processed by the ACT Companies, their Affiliates or their respective Data Processors; (iii) disaster recovery, business continuity, incident response, and security plans and procedures; and (iv) reasonable protections against Security Incidents, Malicious Code, and against loss, misuse or unauthorized access to and Processing of Company Data, IT Systems and the systems of any Data Processor.

"Insurance Policies" has the meaning set forth in Section 3.12.

"Intellectual Property" has the meaning set forth in Section 3.11(a).

"IT Systems" means the hardware, software, firmware, middleware, equipment, electronics, platforms, servers, workstations, routers, hubs, switches, interfaces, data, databases, data communication lines, network and telecommunications equipment, websites and Internet-related information technology infrastructure, wide area network and other data communications or information technology equipment, owned or leased by, licensed to, or used by the ACT Companies to Process Company Data in the operation of the business of the ACT Companies.

"Knowledge of Buyers or Buyer's Knowledge" or any other similar knowledge qualification, means the actual knowledge of Joseph Laughlin and Jonathan Thompson, following due inquiry.

"Knowledge of Sellers or Sellers' Knowledge" or any other similar knowledge qualification, means the actual knowledge of those persons listed on Section 1.01(b) of the Disclosure Schedule, following due inquiry.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority.

“Leased Real Property” means all of the leases, subleases, licenses, options, or other agreements pursuant to which any ACT Company uses or occupies, or has the right to use or occupancy of, now or in the future, any real property.

“Leases” has the meaning set forth in Section 3.09(c).

“Liability” or **“Liabilities”** means any direct or indirect liability, obligation (including escheat or unclaimed property obligations), damage or commitment, known or unknown, fixed or unfixed, choate or inchoate, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent or otherwise.

“Losses” means any and all claims, demands, suits, actions, causes of action, losses, damages, Liabilities, deficiencies, costs or expenses, including reasonable attorneys’ fees, but explicitly excluding any punitive, incidental, consequential, special, or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple, in each case, that are not the reasonably foreseeable result of the event giving rise to such damages, except to the extent that such excluded damages are awarded in a Third-Party Claim.

“LTIP” means the 2018 and 2019 Long Term Incentive Plans of ACT Holdings.

“Malicious Code” means any “back door,” “drop dead device,” “time bomb,” “Trojan horse,” “virus,” “ransomware,” or “worm” (as such terms are commonly understood in the software industry) or any other code designed or intended to have, or capable of performing, any of the following functions: (a) disrupting, disabling, harming, interfering with or otherwise impeding in any manner the operation of, or providing unauthorized access to, a computer system or network or other device on which such code is stored or installed; or (b) damaging or destroying any data or file without the user’s consent.

“Material Adverse Effect” means any event, occurrence, fact, condition or change that, individually or in the aggregate together with all other such occurrences, facts, conditions or changes, (a) would prevent, materially delay or materially impede, or would be reasonably expected to prevent, materially delay or materially impede, the consummation of the transactions contemplated hereby or (b) has had or would be reasonably expected to have, a material adverse effect on the business, results of operations, financial condition, assets, Liabilities or properties of the ACT Companies, taken as a whole, excluding, in the case of clause (b), any event, occurrence, fact, condition or change to the extent, directly or indirectly, arising out of or attributable to: (i) general economic or political conditions; (ii) conditions generally affecting the industries in which the ACT Companies operate, including any epidemic, pandemic or disease outbreak (including COVID-19); (iii) any changes in financial, banking or securities markets in general, including any disruption thereof and any decline in the price of any security or any market index or any change in prevailing interest rates; (iv) acts of war (whether or not declared), armed hostilities or terrorism; (v) any action required by this Agreement or any action taken (or omitted to be taken) with the written consent of or at the written request of Buyer; (vi) any changes in applicable Laws or accounting rules (including GAAP) or the enforcement, implementation or

interpretation thereof; (vii) the announcement, pendency or completion of the transactions contemplated by this Agreement, in each case, to the extent resulting from the specific identity of Buyer (as compared to a buyer of the ACT Companies generally) provided that this clause (vii) shall not apply to any representation or warranty set forth in this Agreement (or any condition to any party's obligation to consummate the transactions contemplated by this Agreement relating to such representation and warranty) to the extent the purpose of such representation and warranty is to address the consequences resulting from the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby; (viii) any natural or man-made disaster or acts of God; or (ix) any failure by any ACT Company to meet any internal or published projections, forecasts or revenue or earnings predictions (provided that the underlying causes of such failures (subject to the other provisions of this definition) shall not be excluded); except in the case of the foregoing clauses (i), (ii), (iii), (iv) and (viii), to the extent such event, occurrence, fact, condition or change, individually or in the aggregate together with all other such occurrences, facts, conditions or changes, has a materially disproportionate effect on the ACT Companies, taken as a whole, as compared to similarly situated Persons operating in the industries in which the ACT Companies operate.

"Material Contracts" has the meaning set forth in Section 3.08(a).

"Material Customers" has the meaning set forth in Section 3.19(a).

"Material Suppliers" has the meaning set forth in Section 3.19(b).

"Non-Party Affiliate" has the meaning set forth in Section 6.22.

"Ordinary Course of Business" means the ordinary and usual course of the ACT Companies' business consistent with past practice.

"Organizational Documents" means the articles of incorporation, articles of organization, bylaws, operating agreement, shareholders' agreement and other similar charter and governing documents.

"Owned Intellectual Property" means all Intellectual Property owned or purported to be owned by the ACT Companies.

"Payoff Letter" has the meaning set forth in Section 7.02(i).

"Permits" means all permits, licenses, franchises, approvals, authorizations, and consents required to be obtained from Governmental Authorities.

"Permitted Encumbrances" has the meaning set forth in Section 3.09(a).

"Person" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity.

“Personal Data” means information relating to or reasonably capable of being associated with an identified or identifiable person, device, or household, including: (i) a natural person’s name, street address or specific geolocation information, date of birth, telephone number, email address, online contact information, photograph, biometric data, Social Security number, driver’s license number, passport number, tax identification number, any government-issued identification number, financial account number, credit card number, any information that would permit access to a financial account, a user name and password that would permit access to an online account, health information, insurance account information, any persistent identifier such as customer number held in a cookie, an Internet Protocol address, a processor or device serial number, or a unique device identifier; or (ii) “personal data,” “personal information,” “protected health information,” “nonpublic personal information,” “personally identifiable information” or other similar terms as defined by Privacy Requirements.

“Personal Property” has the meaning set forth in Section 3.10.

“Post-Closing Adjustment” has the meaning set forth in Section 2.04(b)(ii).

“Post-Closing Adjustment Due Date” has the meaning set forth in Section 2.04(c)(vi).

“Pre-Closing Tax Period” means all taxable periods ending on or before the Closing Date.

“Privacy Requirements” means any and all Laws and Contracts (provided that an ACT Company is a party to such Contracts) relating to the protection or Processing of Personal Data that are applicable to the ACT Companies or their Affiliates, including: (i) the CAN-SPAM Act of 2003, 15 U.S.C. § 7701, et seq.; the Telephone Consumer Protection Act, 47 U.S.C. § 227, et seq.; HIPAA; the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq.; the California Consumer Privacy Act, Cal. Civ. Code § 1798.100, et seq.; the California Customer Records Act, Cal. Civ. Code §§ 1798.80 to 84; California Online Privacy Protection Act, Cal. Bus. & Prof. Code § 22575, et seq.; Massachusetts Gen. Law Ch. 93H, 201 C.M.R. § 17.00, et seq.; Nev. Rev. Stat. 603A, et seq.; Cal. Civ. Code § 1798.82, et seq.; N.Y. Gen. Bus. Law § 899-aa, et seq.; N.Y. Gen. Bus. Law § 899-bb, et seq.; the European Union’s Directive on Privacy and Electronic Communications (2002/58/EC); the General Data Protection Regulation (2016/679); Laws requiring notification to any Person or Governmental Authority in the event of a Security Incident; U.S. state and federal Laws that prohibit unfair or deceptive acts and practices, such as the Federal Trade Commission Act, 15 U.S.C. § 45, et seq.; and all implementing regulations and requirements and other similar Laws; (ii) each Contract relating to the Processing of Personal Data applicable to the ACT Companies or their Affiliates; and (iii) each applicable rule, code of conduct, or other requirement of self-regulatory bodies and applicable industry standards, including, to the extent applicable, the Payment Card Industry Data Security Standard.

“Privileged Communications” has the meaning set forth in Section 10.13(b).

“Processing,” “Process,” or “Processed” means any collection, access, acquisition, storage, protection, use, recording, maintenance, operation, dissemination, re-use, disposal,

disclosure, re-disclosure, deletion, destruction, sale, transfer, modification, or any other processing (as defined by Privacy Requirements) of Company Data or IT Systems.

"Purchase Price" has the meaning set forth in Section 2.02.

"Qualified Benefit Plan" has the meaning set forth in Section 3.16(b).

"Real Property" means any real property and the Leased Real Property.

"Release" means any actual or threatened release, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, abandonment, disposing or allowing to escape or migrate into or through the environment (including ambient air (indoor or outdoor), surface water, groundwater, land surface or subsurface strata or within any building, structure, facility or fixture).

"Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

"Required Information" means (i) the Financial Statements, (ii) the Updated Financial Statements, and (iii) such other financial and other pertinent information regarding the ACT Companies as reasonably necessary or as may be reasonably requested in writing by Buyer to satisfy the conditions set forth in the Commitment Letters delivered on or prior to the date hereof and for any subsequent historical periods ending prior to the Closing Date as identified in paragraph 2 of Annex III of the Commitment Letters; provided, however, that for the avoidance of doubt, in no event shall the Required Information be deemed to include any pro forma financial statements or pro forma adjustments in connection with the Debt Financing.

"Required Licenses" means the licenses set forth in Section 1.01(c) of the Disclosure Schedules.

"Resolution Period" has the meaning set forth in Section 2.04(c)(ii).

"Restricted Area" means the geographic area within a one hundred fifty (150) mile radius of any location where any ACT Company conducts or has material plans to conduct business as of the Closing Date.

"Review Period" has the meaning set forth in Section 2.04(c)(i).

"Roll In D&O Insurance" has the meaning set forth in Section 6.20(c).

"Roll In E&O Insurance" has the meaning set forth in Section 6.20(d).

"Sanction" means any international economic sanction administered or enforced by the government of the United States (including the Office of Foreign Assets Control of the U.S. Treasury Department), the United Nations Security Council, the European Union, Her Majesty's Treasury or other relevant sanctions authority.

"Second Shortfall Amount" has the meaning set forth in Section 2.04(c)(vi).

"Security Incident" means any unauthorized Processing of Company Data, any unauthorized access to any ACT Company's IT Systems, or any incident that may require notification to any Person, Governmental Authority, or any other entity under Privacy Requirements.

"Seller" or **"Sellers"** have the meaning set forth in the preamble.

"Seller Ancillary Documents" has the meaning set forth in Section 4.02.

"Sellers' Bring Down Certificate" has the meaning set forth in Section 7.02(d).

"Seller Released Claims" has the meaning set forth in Section 6.21.

"Seller Representation Group" has the meaning set forth in Section 10.13(a).

"Sellers' Accountants" means Green, Hasson & Janks LLP.

"Sellers' Representative" has the meaning set forth in Section 10.14.

"Seller Taxes" means any and all Taxes (a) imposed on any ACT Company or any subsidiary of the ACT Companies or for which the ACT Companies or any subsidiary of the ACT Companies may otherwise be liable for any Pre-Closing Tax Period and for the portion of any Straddle Period ending on the Closing Date (determined in accordance with Section 6.12(a)); (b) for any Pre-Closing Tax Period and for the portion of any Straddle Period ending on the Closing Date resulting from a breach of the representations and warranties set forth in Section 3.18 (determined without regard to any materiality or Knowledge qualifiers or any scheduled items) or a breach by Sellers of any covenant set forth in Section 6.12 or Section 6.18; (c) of any Consolidated Group (or any member thereof, other than the ACT Companies) of which the ACT Companies (or any predecessor of the ACT Companies) is or was a member on or prior to the Closing Date by reason of Treas. Reg. § 1.1502-6(a) or any analogous or similar foreign, state or local law; (d) of any other Person for which the ACT Companies is or has been liable as a transferee or successor, by contract or otherwise (excluding, for the avoidance of doubt, any commercial agreements or contracts that are not primarily related to Taxes), resulting from events, transactions or relationships occurring or existing prior to the Closing; or (e) that are Transfer Taxes allocated to Sellers pursuant to Section 6.17; *provided* that no such Tax will constitute a Seller Tax to the extent such Tax was included as a current liability in the determination of Closing Working Capital.

"Shares" has the meaning set forth in the recitals.

"Software" means computer software, programs and databases in any form or format, compilations, tool sets, data compilers, higher level or "proprietary" language and macros, including Internet web sites, web site content, member or user lists and information associated therewith, links, source code, object code, operating systems and specifications, data, databases,

database management code, utilities, graphical user interfaces, menus, images, icons, forms, methods of processing, software engines, platforms, and data formats, all versions, updates, corrections, enhancements, and modifications thereto, and all related documentation, developer notes, flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying tapes and materials comments and annotations, whether in source code, object code or human readable form.

"Specific Indemnification Matters" means the matters set forth on Section 8.02(d) of the Disclosure Schedules.

"Specified Taxes" has the meaning set forth in Section 6.13(a).

"Statement of Objections" has the meaning set forth in Section 2.04(c)(ii).

"Straddle Period" means any taxable period that includes (but does not end on) the Closing Date.

"Substitute Financing" has the meaning set forth in Section 6.14(d).

"Tail Policies" has the meaning set forth in Section 6.20.

"Target Working Capital" has the meaning set forth in Section 2.04(a)(ii).

"Tax Return" means any return, declaration, report, claim for refund, information return or statement or other document required to be filed with respect to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Tax Settlement" has the meaning set forth in Section 6.13(b).

"Tax Settlement Costs" has the meaning set forth in Section 6.13(c).

"Taxes" means all taxes imposed by a Governmental Authority, including federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties or other taxes, fees, assessments or charges in the nature of a tax, together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties.

"Termination Claim" has the meaning set forth in Section 9.02(d).

"Third-Party Claim" has the meaning set forth in Section 8.05(a).

"Transaction Costs" means, to the extent not included in the calculation of Closing Working Capital or Closing Indebtedness as finally determined pursuant to Section 2.04, (a) the legal, accounting, investment banker, broker, consultant, financial advisory or other third-party fees or expenses payable by any ACT Company or Sellers in connection with or as a result of the

negotiation or consummation of the transactions contemplated by this Agreement (including for the avoidance of doubt, any fees or expenses payable to Acumen Holdings, LLC d/b/a Acumen Solutions Group or its affiliate), the Buyer Ancillary Documents or the Seller Ancillary Documents, including one-half of the fees of the Escrow Agent, (b) all sale, change in control, phantom equity, equity appreciation rights, bonuses, or other payments triggered by the consummation of the transactions contemplated by this Agreement, including, for the avoidance of doubt, any payments pursuant to the LTIP, that are payable to employees, consultants, contractors, or advisors of any ACT Company, including the applicable employer payroll, social security or similar taxes and any matching 401(k) contributions due by any ACT Company in respect of such payments or otherwise with respect to compensation earned on or prior to the Closing, regardless of whether or not such amounts are then due and payable or deferred under Section 2302 of the CARES Act (or any similar provision of state or local Law)), (c) any amounts incurred by the Sellers or any ACT Company in connection with the dispute, cure or attempted cure of any failure or breach of any representation, warranty, or covenant of the Sellers or any ACT Company during the period between the date hereof and the Closing Date, (d) any cost allocable to the Sellers pursuant to Section 6.20 and (e) any fines, penalties or fees reasonably necessary to establish or obtain any Required License.

“**UDAAP**” has the meaning set forth in Section 3.14(a).

“**UDAP**” has the meaning set forth in Section 3.14(a).

“**Undisputed Amounts**” has the meaning set forth in Section 2.04(c)(iii).

“**Updated Financial Statements**” means the historical financial statements of the ACT Companies identified in paragraph 2 of Annex III of the Commitment Letters as in effect on the date hereof (excluding the Financial Statements).

“**Vendor**” has the meaning set forth in Section 6.13(b).

“**Unresolved Claims**” has the meaning set forth in Section 8.07(c).

“**WARN Act**” means the federal Worker Adjustment and Retraining Notification Act of 1988, and similar state, local and foreign laws related to plant closings, relocations, mass layoffs and employment losses.

“**Working Capital**” means the consolidated value of the (i) total current assets of the ACT Companies (but excluding Cash and Cash Equivalents, intercompany receivables, federal and state income tax receivables, and deferred Tax assets) and minus (ii) total current liabilities of the ACT Companies (but excluding intercompany payables, federal and state income tax liabilities, deferred Tax liabilities and the Excluded Legal Reserves), in each case, as reflected on the Closing Statement prepared in accordance and consistent with the Accounting Principles. For the avoidance of doubt and merely to avoid “double counting,” Working Capital shall not include any amounts to the extent included in Closing Indebtedness or Transaction Costs as finally determined pursuant to Section 2.04. For the avoidance of doubt, current assets of the ACT Companies will include both current deposits and non-current deposits.

"Working Capital Escrow Account" means the account in which the Escrow Agent shall hold the Working Capital Escrow Amount.

"Working Capital Escrow Amount" means "Two Million Dollars (\$2,000,000).

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein, at the Closing, the Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Shares for the aggregate consideration specified in Section 2.02.

Section 2.02 Purchase Price. The aggregate purchase price for the Shares shall be (i) the Estimated Purchase Price, subject to adjustment pursuant to Section 2.04(a), plus (ii) the Post-Closing Adjustment (the **"Purchase Price"**).

Section 2.03 Transactions to be Effected at the Closing.

(a) At the Closing, Buyer shall deliver (or, in the case of payments due and owing under the LTIP shall cause ACT Holdings to deliver):

(i) to Sellers, in accordance with an allocation specified by Sellers' Representative, the Estimated Purchase Price *less* the Escrow Amount by wire transfer of immediately available funds in the amounts and to an account or accounts of Sellers designated in writing by Sellers or Sellers' Representative to Buyer at least three (3) Business Days prior to the Closing Date;

(ii) to the Escrow Agent, the Escrow Amount in accordance with the Escrow Agreement;

(iii) to the applicable payees pursuant to instructions delivered to Buyer by Sellers' Representative at least three (3) Business Days prior to the Closing Date, by wire transfer of immediately available funds, the amount of money due and owing from Sellers or any ACT Company to such persons as Estimated Transaction Costs (*provided, however*, that payments that are subject to withholding, including, for the avoidance of doubt, payments under the LTIP, shall be processed through the ACT Company's payroll system and shall be net of applicable federal, state and local withholding taxes);

(iv) to the holders of outstanding Closing Indebtedness, if any, by wire transfer of immediately available funds pursuant to the Payoff Letters, the amount of money due and owing from Sellers or any ACT Company to such persons; and

(v) all other agreements, documents, instruments or certificates required to be delivered by Buyer at or prior to the Closing pursuant to Section 7.03 of this Agreement.

(b) At the Closing, Sellers (or Sellers' Representative) shall deliver to Buyer:

(i) stock certificates evidencing the Shares, free and clear of all Encumbrances, duly endorsed in blank or accompanied by stock powers or other instruments of transfer duly executed in blank;

(ii) the original stock transfer and corporate minute books for each of the ACT Companies to the extent that such stock transfer and corporate minute books are available and not in the possession of the ACT Companies; and

(iii) all other agreements, documents, instruments or certificates required to be delivered by Sellers at or prior to the Closing pursuant to Section 7.02 of this Agreement.

Section 2.04 Purchase Price Adjustment.

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licenses or similar agreements granting to any Person, other than the ACT Companies, any right to use or occupy the Leased Real Property, now or in the future. The ACT Companies have made available to Buyer in the Data Room true, correct and complete copies of all Leases (including all modifications, amendments, extensions, renewals, side letters, supplements, waivers, guaranties, notices and other related agreements with respect thereto).

(d) Except as set forth in Section 3.09(d) of the Disclosure Schedules, the buildings, plants, structures, furniture, fixtures, machinery, equipment, vehicles and other items of tangible personal property of the ACT Companies, are structurally sound, are in good operating condition and repair, and are adequate for the uses to which they are being put.

(e) Each Lease is in full force and effect and is the valid and binding obligation of the applicable ACT Company that is a party thereto, and, to the Sellers' Knowledge, any other party thereto, in accordance with its terms, and no ACT Company has assigned, conveyed, transferred, pledged, mortgaged or deeded in trust any interest in any of the Leased Real Property. Except as set forth in Section 3.09(e) of the Disclosure Schedules: (i) the transactions contemplated by this Agreement do not require the consent of any other party to any Lease and will not result in a breach of or default under any Lease, (ii) no ACT Company is in material breach of or material default pursuant to any Lease, and to the Sellers' Knowledge, no other party to any Lease is in material breach or material default under any Lease and no event has occurred or circumstance exists which, with the delivery of notice, passage of time or both, would constitute such a breach or default or permit the termination, modification or acceleration of rent under any Lease, (iii) there is no pending or, to Sellers' Knowledge, threatened appropriation, condemnation, eminent domain or similar proceeding, or sale or other disposition in lieu of condemnation, affecting the Leased Real Property, (iv) all Leases have been entered into in the Ordinary Course of Business on commercially market terms, and (v) no ACT Company owes, or will owe in the future, any brokerage commissions or finder's fees with respect to the Leased Real Property.

Section 3.10 Personal Property.

The ACT Companies have good, marketable and valid title to all of the tangible personal property reflected on the Balance Sheet or acquired after the Balance Sheet Date (except tangible personal property that was sold or otherwise disposed of since the Balance Sheet Date in the Ordinary Course of Business) (collectively, the "**Personal Property**") and such title is free and clear of Encumbrances other than Permitted Encumbrances. The Personal Property constitutes all of the tangible personal property used in the conduct of the business of the ACT Companies as currently conducted. The Personal Property is in reasonable operating condition and repair, normal wear and tear excepted, and is adequate for the uses to which it is being put by the ACT Companies.

Section 3.11 Intellectual Property.

(a) "**Intellectual Property**" means any and all of the following, both statutory and common law rights, in any jurisdiction throughout the world: (i) trademarks, trade names, logos, trade dress, and service marks, and other identifiers of source, and the goodwill connected with the use of and symbolized by the foregoing; (ii) copyrights and other rights in works of authorship;

(iii) trade secrets and other rights in know-how and confidential information; (iv) patents and patent applications, and extensions, divisions, continuations, continuations-in-part, reexaminations, and reissues thereof; (v) internet domain name registrations and social media accounts; (vi) rights in Software (other than "shrink-wrap" software licensed in the Ordinary Course of Business); and (vii) other intellectual property and related proprietary rights, interests and protections and all applications and registrations related to any of the foregoing.

(b) Section 3.11(b) of the Disclosure Schedules lists all patents, patent applications, trademark registrations and pending applications for registration, copyright registrations and pending applications for registration, proprietary Software, and internet domain name registrations and social media accounts owned or purported to be owned by any ACT Company. There are no pending Actions alleging that any ACT Company is infringing, misappropriating, diluting or otherwise violating any Intellectual Property of a Person or that seek to limit or challenge the validity, enforceability, ownership or use of the Owned Intellectual Property.

(c) Except as set forth on Section 3.11(c) of the Disclosure Schedules, the ACT Companies own all Owned Intellectual Property, and have a license or have the enforceable right to use all other Intellectual Property necessary to conduct the business of the ACT Companies as currently conducted consistent with past practice, free and clear of all Encumbrances other than Permitted Encumbrances (together with the Owned Intellectual Property, the "ACT Intellectual Property"). The ACT Intellectual Property is subsisting and, to Seller's Knowledge, valid and enforceable. The consummation of this transaction as contemplated by this Agreement shall not affect, diminish, or terminate the ownership or use of the Owned Intellectual Property or each ACT Company's rights to use ACT Intellectual Property licensed to such ACT Company on the same basis as prior to the consummation of the transaction as contemplated by this Agreement. No current or former partner, director, officer, or employee of a member of the ACT Companies will, after giving effect to each of the transactions contemplated in this Agreement, own or retain any ownership rights in or to, have the right to receive any royalty or other payment with respect to, any of the Owned Intellectual Property.

(d) To the Sellers' Knowledge, neither the ACT Companies' licensing or use of the ACT Intellectual Property nor the ACT Companies' conduct of its business as currently conducted infringes, misappropriates or otherwise violates or has infringed, misappropriated or otherwise violated the Intellectual Property of any Person; and to the Sellers' Knowledge, no Person is infringing, misappropriating, or otherwise violating or has infringed, misappropriated or otherwise violated any Owned Intellectual Property. The ACT Companies have not received any claim, "cease and desist" letter, or like correspondence from any Person alleging that an ACT Company is infringing, misappropriating, diluting or otherwise violating any Intellectual Property of any Person or that seek to limit or challenge the validity, enforceability, ownership or use of the Owned Intellectual Property.

(e) Except as set forth on Section 3.11(e) of the Disclosure Schedules, all employees, contractors and agents of the members of the ACT Companies involved in the conception, development, authoring, creation, or reduction to practice of any material Owned Intellectual Property for an ACT Company have executed agreements that assign such Intellectual Property to

the applicable ACT Company, and the ACT Companies have provided copies of such agreements to Buyer. The ACT Companies have taken commercially reasonable measures to protect the confidentiality of trade secrets and other material confidential information used in the business of the ACT Companies.

Section 3.12 Insurance.

(a) Section 3.12(a) of the Disclosure Schedules sets forth a list, as of the date hereof, of all material insurance policies maintained by any ACT Company or with respect to which any ACT Company is a named insured or otherwise the beneficiary of coverage (the insurance policies required to be listed in Section 3.12(a) of the Disclosure Schedules, collectively, the “**Insurance Policies**”). Such Insurance Policies are in full force and effect on the date of this Agreement and all premiums due on such Insurance Policies have been timely paid. The Insurance Policies provide insurance in such amounts and against such risks as is reasonable and customary in the industry and as is sufficient to comply with applicable Law and all customer Contracts, including Material Customers.

(b) Except as set forth on Section 3.12(b) of the Disclosure Schedules, no ACT Company is in material default with respect to the Insurance Policies, and the ACT Companies have not received any written notice of a cancellation with respect to any of the Insurance Policies.

(c) Except as set forth on Section 3.12(c) of the Disclosure Schedules, there are no outstanding claims by any ACT Company under any of the Insurance Policies for amounts in excess of \$100,000.

Section 3.13 Legal Proceedings; Governmental Orders.

(a) Except as set forth on Section 3.13 of the Disclosure Schedules,

(i) there are no Actions before any Governmental Authority which are pending or, to Sellers’ Knowledge, threatened against or by any ACT Company (or by or against any Seller or any Affiliate thereof and relating to any ACT Company) involving claims that would reasonably be expected to result in Losses in excess of \$100,000; and

(ii) there are no Actions by any Governmental Authority pending or, to Sellers’ Knowledge, threatened against any ACT Company (or against any Seller or any Affiliate thereof and relating to any ACT Company).

(b) There are no outstanding Governmental Orders and no unsatisfied judgments, penalties or awards against or affecting any ACT Company or any of its properties or assets.

Section 3.14 Compliance With Laws; Permits.

(a) Except as set forth on Section 3.14(a) of the Disclosure Schedules:

Pages 34 – 89 Redacted

the Commitment Letters, the Debt Financing or any related agreements or the performance thereof or the transactions contemplated hereby or thereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ACT HOLDINGS:

**ACCOUNT CONTROL TECHNOLOGY
HOLDINGS, INC.**

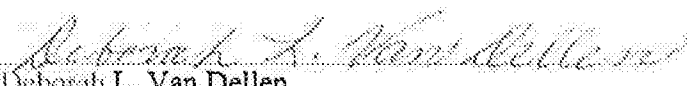
By: 

Name: Dale Van Dellen

Title: Chairman

SELLERS:


Dale J. Van Dellen


Deborah L. Van Dellen

Katherine L. Van Dellen

Stephanie A. Van Dellen

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ACT HOLDINGS:

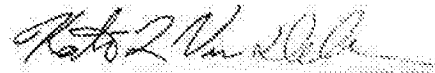
ACCOUNT CONTROL TECHNOLOGY
HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SELLERS:

Dale J. Van Dellen

Deborah L. Van Dellen



Katherine L. Van Dellen

Stephanie A. Van Dellen

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

ACT HOLDINGS:

**ACCOUNT CONTROL TECHNOLOGY
HOLDINGS, INC.**

By: _____
Name: _____
Title: _____

SELLERS:

Dale J. Van Dellen

Deborah L. Van Dellen

Katherine L. Van Dellen


Stephanie A. Van Dellen

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

SELLERS' REPRESENTATIVE:

Solely for purposes of agreeing to serve as Sellers'
Representative subject to and in accordance with
Section 10.14 of the Agreement:


Dale J. Van Dellen

BUYER:

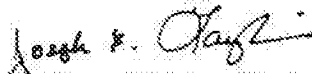
TRANSWORLD SYSTEMS INC.

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

BUYER:

TRANSWORLD SYSTEMS INC.

By: 
Name: Joseph Laughlin
Title: Chief Executive Officer & President

[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

Schedule
Sections 1.01 – 3.09e Redacted

SECTION 3.11(b)

ACT INTELLECTUAL PROPERTY

Patent Registrations

None.

Trademark Registrations

OWNER	MARK	REGISTRATION NO.	REGISTRATION DATE	STATUS
CONVERGENT RESOURCES HOLDINGS LLC (Delaware LLC)*	CONVERGENT	5019980	16-AUG-2016	Active
CONVERGENT RESOURCES HOLDINGS LLC (Delaware LLC)*	SONAR	4375848	30-JUL-2013	Active

*The ACT Companies filed an Assignment Nunc Pro Tunc of United States Trademark and Registration with the United States Patent and Trademark Office on or about April 13, 2021 to transfer ownership of these trademarks to Convergent New Intermediate Holdco, LLC, which merged into Account Control Technology Holdings, Inc. effective as of December 31, 2019.

Copyright Registrations

Title	Owner	Registration Number
The law and your job	Convergent Outsourcing, Inc.	TX-4-553-372
Trakker skip-tracing desk reference	Convergent Outsourcing, Inc.	TX-3-991-097

Domain Name Registrations

1. www.accountcontrolholdings.com

2. www.accountcontrol.com
3. www.convergentusa.com
4. www.accountcontrolabuse.com
5. www.accountcontroldebt.com
6. www.accountcontrolcomplaint.com
7. www.accountcontrolfoundation.org
8. www.accountcontrolgarnishment.com
9. www.accountcontrolharass.com
10. www.accountcontrolhelp.com
11. www.accountcontrollaw.com
12. www.accountcontrollawsuit.com
13. www.accountcontrollawyer.com
14. www.accountcontrollegal.com
15. www.accountcontrolloan.com
16. www.accountcontrolripcoff.com
17. www.accountcontrolscam.com
18. www.accountcontroltechnologyholdings.com
19. www.act-internal.com
20. www.actclientservices.com
21. www.acteasypay.com
22. www.actezpay.com
23. www.actintranet.com
24. www.cchcri.com

25. www.coi-internal.com
26. www.convergentahc.com
27. www.convergentbpo.com
28. www.convergentcba.com
29. www.convergentcch.com
30. www.convergentcs.com
31. www.convergenters.com
32. www.convergenthelp.com
33. www.convergentcm.com
34. www.cri-dashboard.com
35. www.e-r-solutions.com
36. www.erspay.com
37. www.estatemnt.com
38. www.stopaccountcontrol.com
39. www.vlabcoi.com
40. www.ahcinc.com
41. www.cri-usa.com

Proprietary Software

1. RPA Platform: Robotic Process Automation for Healthcare for Automation of documents retrieval and updating Artiva and Client system.
2. SMS Platform: Proprietary SMS platform doing name match and custom sending process.
3. Email Platform: Proprietary Email platform leveraging AI for scoring and custom scrubbing.

4. IVR/IVA Platform: Proprietary Platform for taking secure payments and providing self-service to borrowers.
5. Predictive Modeling: Proprietary Modeling leveraging AI for scoring.
6. Predictive Data Warehousing: Proprietary Cloud platform for build on Snowflake.
7. CE Score: Performance Management and Employee Engagement.
8. LEAP: LMS platform built on Paradiso.
9. Sonar: Proprietary trigger platform for Late Stage Accounts.
10. Latitude Panels: Custom Rehab Process management process.

Social Media Accounts

1. <https://www.linkedin.com/company/act-holdings-inc/>
2. <https://www.linkedin.com/company/account-control-technology-inc-/>
3. <https://www.linkedin.com/company/convergentusa/>
4. <https://www.facebook.com/AccountControlTechnology>
5. <https://www.facebook.com/ACTMason/>
6. <https://www.facebook.com/ACTWoodlandHills/>
7. <https://www.facebook.com/ConvergentAtlanta/>
8. <https://www.facebook.com/ConvergentOutsourcingAtlanta/>
9. <https://www.facebook.com/BeLikeLaneConvergent/>
10. <https://www.facebook.com/ConvergentHealthcareBoca/>
11. <https://www.facebook.com/ConvergentUSA/>
12. <https://www.facebook.com/ConvergentHealthcareGainesville/>
13. <https://www.facebook.com/ConvergentOutsourcingHouston/>
14. <https://www.facebook.com/ConvergentPeoria/>
15. <https://www.facebook.com/ConvergentPhoenix/>

16. <https://www.facebook.com/ConvergentOutsourcingRenton/>
17. https://www.youtube.com/channel/UCvi5D_PAej_X-vAQxJ5quEg
18. <http://twitter.com/MyConvergent>

Schedule
Sections 3.11(c) – 8.02(d)