



Thompson Rogers Asset Group LLC

Code of Conduct for Terminating an Agreement

1. Introduction This Code of Conduct outlines the principles and procedures to be followed when terminating any agreement with Thompson Rogers Asset Group LLC. This ensures that all terminations are handled with professionalism, integrity, and fairness.

2. Grounds for Termination An agreement may be terminated under the following circumstances:

- **Mutual Agreement:** Both parties agree in writing to terminate the agreement.
- **Breach of Contract:** A party fails to fulfill their obligations as outlined in the agreement.
- **Misconduct:** Any unethical, illegal, or unprofessional behavior by a party that violates the terms of the agreement.
- **Performance Issues:** Failure to meet agreed-upon performance standards or deliverables.
- **Financial Insolvency:** Either party becomes financially insolvent or unable to continue their obligations under the agreement.
- **Force Majeure:** Unforeseen events or circumstances beyond the control of either party that render the agreement impractical or impossible to fulfill.

3. Notice of Termination

- **Written Notice:** The terminating party must provide a written notice to the other party specifying the intent to terminate the agreement, the reasons for termination, and the effective date of termination.
- **Notice Period:** Unless otherwise specified in the agreement, a minimum notice period of 30 days should be provided to allow for an orderly transition.
-

4. Responsibilities Upon Termination

- **Final Settlement:** Both parties are required to settle any outstanding payments, invoices, or financial obligations before the termination date.
- **Return of Property:** Any property, documents, or materials belonging to the other party must be returned promptly and in good condition.
- **Confidentiality:** Both parties must continue to respect and protect any confidential information obtained during the course of the agreement, even after termination.
- **Transition of Duties:** The terminating party must assist in the smooth transition of any ongoing projects, tasks, or responsibilities to avoid disruption.

5. Dispute Resolution

- **Negotiation:** Parties should attempt to resolve any disputes amicably through negotiation before proceeding with termination.
- **Mediation:** If negotiations fail, the parties may agree to engage a neutral third party to mediate the dispute.
- **Legal Action:** If mediation is unsuccessful, either party may pursue legal action as a last resort, in accordance with the governing law specified in the agreement.

6. Non-Disparagement Both parties agree not to make any disparaging or negative statements about the other party, publicly or privately, following the termination of the agreement.

7. Post-Termination Obligations

- **Surviving Clauses:** Any clauses in the agreement that are intended to survive termination, such as confidentiality, non-compete, or indemnification clauses, will remain in effect.
- **Final Report:** A final report or summary of work completed, pending tasks, and any other relevant information should be provided to ensure closure.

8. Conclusion Terminating an agreement is a significant action that must be handled with care and professionalism. Adhering to this Code of Conduct ensures that the process is conducted fairly and respectfully, preserving the integrity and reputation of all parties involved.

Client signature and date