

Guidepoint's Compliance Program

For your convenience, we've bundled all of Guidepoint's compliance-related descriptions, policies and forms into this single document.

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I. Compliance Overview

This overview outlines our approach and some of the specific safeguards that we use to police compliance. It is by no means exhaustive, but is meant to illustrate our methodology and capabilities.

It is helpful to think of our approach in three parts:

Advisor Eligibility (controls focused on our Advisors), Project Compliance (controls to support individual projects) and Oversight (Guidepoint's own surveillance and the tools we provide to our Compliance clients to enable their real-time oversight of their firms' interactions with experts).

a. Advisor Eligibility

Conservative Rules

Guidepoint has implemented conservative rules to which every Advisor must legally agree before a consultation may take place. These rules are designed to provide our Advisors with clear boundaries and they directly address sensitive subjects such as clinical trials, employers and competitors. Review a summary of key rules and a full copy of the legal agreement between Guidepoint and its Advisors, called Guidepoint Global Advisors Terms & Conditions, for greater detail.

Instruction

Guidepoint instructs its Advisors about compliance with written explanation and a mandatory tutorial that every Advisor must review upon joining Guidepoint Global Advisors and complete at least once per year. We provide additional clarification via a summary of key rules and answers to frequently asked questions.

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Background Checks

Guidepoint runs periodic background checks utilizing a global risk intelligence service on all new Advisors and a substantial sampling of Advisors who have performed consultations through Guidepoint. This check encompasses, among other things, criminal histories in the U.S. and foreign jurisdictions and selected civil histories including U.S. FDA debarment actions and inclusion in the GSA's Excluded Parties List System.

Employer Opt-Out

Guidepoint will not utilize employees of a company that Guidepoint believes bars its employees from participating in consultations. These companies are recorded in the Guidepoint Global Employer Database Registry. Advisors who are employees of a company added to the Employer Database Registry, or its subsidiaries, are automatically deactivated from Guidepoint's network. Advisors remain deactivated until Guidepoint is informed and confirms that the Advisor no longer works for the company recorded in the registry.

Corporate Tracking

Guidepoint uses a third-party corporate information service that feeds data, including companies' affiliates into our IT platform, to help us apply compliance rules.

b. Project Compliance

Project Manager Screen

At the commencement of each project, a Project Manager reviews the Client request to determine whether the Advisors and information sought comply with Guidepoint's rules. Project Managers may request additional information from Clients and Advisors to approve requests, and will consult with Guidepoint's Legal and Compliance Departments as needed.

Client Customized Protocols

Clients may elect to apply additional bespoke compliance protocols. These protocols have included qualifying rules, Client compliance officer pre-approval, and affirmations and/or questions that Advisors must satisfy before they may be added to that particular Client's project. Typically, these rules are automated into Guidepoint's IT platform and Clients can track compliance online.

Compliance Reaffirmation Prior to Every Project

To accept a project, an Advisor must reaffirm that they will conduct the consultation in conformity with Guidepoint's Terms & Conditions and not disclose confidential information.



Automation of Client Customized Compliance

Our proprietary IT platform will not permit Project Managers to move to the next step in the project workflow until they have completed all compliance screens and obtained any necessary client compliance approvals.

Advisors Paid if They End Consultation for Compliance Reasons

Our Advisors are obligated to terminate any consultation in which they believe they are being solicited to violate our compliance rules, and to report it immediately to Guidepoint. When they do so, they are paid for a full consultation, regardless of its duration.

c. Auditing and Review

Systematic Review and Follow-up

In addition to our Project Managers, we employ a team of full-time compliance employees. This team reviews a sampling of projects at several stages, searching for potential violations of Guidepoint's compliance rules as well as other issues that bear further examination. Where appropriate, they follow-up with Advisors and/or Clients. People who violate our rules can -- and have been -- removed from our service.

Proprietary IT Platform

We have invested millions of dollars in a proprietary IT platform that enables review of projects at all stages, and provides a complete audit trail of requests, communications and consultations.

Client Project Interface

Our Client interface gives Client compliance personnel real-time visibility into and control over their organization's use of our services, including pre-clearance of consultations and audit of compliance screening responses.

II. Client Compliance Overview

Rigorous compliance is the cornerstone of our service. However, successful compliance cannot be accomplished within Guidepoint alone; it is the effective combination of Guidepoint's compliance capabilities with each Client's internal program that achieves the security we all require.

Guidepoint employs a variety of internal tools to manage project compliance and Advisor compliance, including: conservative rules, Advisor training and education, background checks, the Employer Registry, project manager screening, compliance reaffirmations and compliance department auditing.

We recognize that each Client has a unique compliance program. Combining Guidepoint's compliance with Clients' programs requires flexibility and cooperation. Consequently, Guidepoint provides a variety of highly-customizable tools and real-time data to support Client's management of their own compliance programs.



Customized Client Protocol Examples

Compliance Pre-Clearance

The Client's Chief Compliance Officer or General Counsel must pre-approve certain consultations before Advisor contact information may be forwarded to the Client user. Guidepoint can automate these approvals through its IT platform to enable Client compliance officers to approve real-time.

Category Restrictions

Some Clients have chosen to add categorical restrictions in addition to the compliance policies Guidepoint applies. Guidepoint's IT platform utilizes Advisor employment history and up-to-date public/private company information from a global corporate information service vendor to apply these restrictions.

Qualifying Affirmations/Questions

Clients have asked that potential Advisors make certain affirmations or answer screening questions before they can be added to the Client's project. These affirmations and/or queries are programmed into Guidepoint's IT platform so that Advisors must complete them to be eligible for a project. Responses are digitally archived and can be provided to Clients upon request.

Customized Language in Project Emails to Advisors

At Clients' request, Guidepoint has added additional compliance language to all emails soliciting Advisors for those Clients' projects. Guidepoint can program the language into a Client's communications template so that all such emails automatically contain the requested language.

Real-Time Project data and Compliance Tracking

Clients have real-time access to a rich array of compliance and usage data through Guidepoint Global's Client Portal. Through a secure Internet connection, Client users and compliance personnel can review open project requests, lists of solicited Advisors, Advisor biographies, scheduled calls other project details. Compliance officers can provide project approvals, under customized protocols and can run historical usage reports of past projects. The Client's online archives contain prior surveys, Quick Polls and meeting invitations, for easy access. Client users also have the ability to organize their research history and resources online, facilitating follow-up work. Contact Guidepoint's Compliance Department to discuss how we can support your company's compliance program.

III. Advisor Compliance Overview

Take the Advisor compliance tutorial

<http://compliance.guidepointglobal.sgizmo.com/s3>

As an Advisor, Guidepoint's compliance program both safeguards you and depends on you. Our policies and procedures are designed to clarify what is and is not appropriate to discuss with Clients, and to help you engage in only those suitable consultations with which you are comfortable. However, they can only be effective if you provide us with accurate and up-to-date information concerning potential conflicts.



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To assist Advisors in understanding and following Guidepoint Global Advisors' compliance practices we employ clear rules, provide explanation and support, and require Advisor profile information to be accurate and up-to-date.

Clear Rules

In our Terms & Conditions and compliance policies, we have created conservative ground rules to which every Advisor must agree before they can consult with our Clients. These ground rules are often considerably stricter than the law requires and draw bright-line distinctions in areas of particular sensitivity. For example, while the law may permit an employee to convey information about his or her employer that is already publicly-disseminated, Guidepoint flatly prohibits an Advisor from discussing his or her employer on a Guidepoint consultation, regardless of whether the information is public.

Explanation and Support

We provide explanation and training about our rules. Through means such as our advisor compliance tutorial, summary of key compliance rules, and Frequently Asked Questions, we help Advisors understand how to apply our rules in their consultations. Of course, an Advisor is never on his or her own when it comes to compliance. Guidepoint's Legal and Compliance teams are always available to answer questions and to assist Advisors in applying Guidepoint's rules.

The Importance of Accurate Information

Our compliance policies and procedures only work if they are based on accurate and up-to-date information. Consequently, every Advisor is contractually required to update their employment information and disclosure of potential conflicts with each new consultation. Guidepoint and its Clients rely upon this information in applying compliance screening and auditing. Learn more about our rules and training:

IV. Guidepoint Global Advisors Terms & Conditions

Last updated on January 31, 2012

Your membership and participation in Guidepoint Global Advisors is subject to the following terms and conditions (these "Terms & Conditions"). As used herein, the terms "we", "us" and "Guidepoint" mean Guidepoint Global, LLC, the sole owner and operator of Guidepoint Global Advisors. By signing below, you agree to be bound by these Terms and Conditions, as modified by us from time to time in our sole discretion. It is your responsibility to carefully read these Terms & Conditions, and routinely access our website to determine if there have been modifications to them. This is a legally binding agreement. Any breach by you of these Terms & Conditions may result, among other things, in immediate termination of your membership and participation in Guidepoint Global Advisors.



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Overview

Guidepoint Global Advisors is a network of practitioners, professionals and academics in various industries that provide consulting services to Clients of Guidepoint Global, LLC. Guidepoint Global, LLC's Clients are institutional investment firms, consulting firms, banks, and corporations who perform research. Based on Clients' (each, a "Client") needs, we will contact appropriate members in Guidepoint Global Advisors (each, an "Advisor") to ascertain whether they are available for a consulting project ("Project"), such as a telephone conversation, online survey or discussion group. An Advisor's participation in any Project with any Client is at the Advisor's sole discretion. Advisors are never obligated to accept or continue any Project and may decline to participate or continue to participate in any Project at any time.

Conditions of Membership in Guidepoint Global Advisors and Participation in Consulting Projects

You may become an Advisor and participate in any particular Project if, and only if, all of the following compliance conditions are satisfied:

1. Your membership and participation would not present any conflict of interest or perceived conflict of interest.
2. Your membership and participation would not cause you to breach any agreement with or other legal obligation to any person or entity (including, but not limited to, your employer, your previous employers or any person or entity to which, or through which, you provide or have provided consulting services).
3. Your membership and participation would not cause you to violate any duty or obligation of any kind to, or policy or code of conduct of, any person or entity (including, but not limited to, your employer, your previous employers or any company to which, or through which, you provide or have provided consulting services).
4. Your membership and participation would not result in the disclosure of any confidential or proprietary information (including trade secrets) not owned exclusively by you.
5. Your membership and participation would not result in any communication or disclosure to any third party of any material non-public information concerning any public company or security.
6. Your membership and participation would not violate any law, rule or regulation.

YOU MUST DECLINE OR DISCONTINUE PARTICIPATION IN ANY PROJECT THAT WOULD RESULT IN A VIOLATION OF ANY OF THE CONDITIONS ABOVE.

You are solely responsible for determining whether you are permitted to join Guidepoint Global Advisors and to participate in Projects. Before applying to join Guidepoint Global Advisors, you must review any and all legal agreements that could restrict your ability to participate, including, without limitation, employment agreements, consulting agreements, non-disclosure agreements, employee handbooks, codes of ethics and similar employment policies. You should also consider whether you should obtain consents or waivers from your employer, Clients or any other third parties (if applicable, in each instance) to ensure that you are permitted to act as an Advisor.



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Your Company

You agree not to consult about a company for which you are a current employee, director, trustee, officer, or board member (or for which you hold a similar position). You further agree that if you were previously employed in the finance or accounting department of a company, you will not consult about that company until four months after termination of your employment. If a public company of which you are a current director, trustee, officer, board member or employee (or for which you hold a similar position) is the target or bidder in a tender offer, or has filed to issue an IPO, you must decline all Projects until the tender offer is resolved or the IPO is issued.

Competitors

You agree not to consult on a Project for a Client that is a direct competitor of a company for which you are a current director, trustee, officer, board member or employee (or for which you hold a similar position).

Government Employees

If you are a government employee in a government or jurisdiction that forbids government employees from participating in outside consulting projects, you may not be an Advisor of Guidepoint Global Advisors or participate in any Project. Otherwise, if you are a government employee, you agree not to consult about matters presently regulated by the agency or department in which you are employed. Furthermore, you agree not to consult about any legislation, regulation, or policy that you are in a position to vote upon or otherwise influence, and you agree not to give or receive any item of value from or to another person or entity for the purpose of seeking influence or for any other improper purpose.

Investment and Professional Advice

You represent that you are not registered as an investment adviser and that you are joining Guidepoint Global Advisors in your individual capacity and not as an agent or representative of any entity or individual (including, without limitation, any investment advisor). You agree not to provide any investment advice including, without limitation, advice concerning the value of any security or the advisability of buying, selling or otherwise investing in any security.

Healthcare Professionals

If you are a healthcare professional, you agree not to disclose any patient or other information prohibited to be disclosed under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules or other similar laws, rules or regulations, or to dispense any medical advice at any time during the course of your service as an Advisor. You shall promptly notify us if, in your reasonable opinion, a Client is seeking to speak to you for any purpose other than to conduct research (e.g., attempting to market products or services to you). Furthermore, you represent to Guidepoint Global, LLC that you are duly licensed in any jurisdictions in which you are currently practicing, and that you are not listed on the List of Excluded Individuals/Entities issued by the Office of the Inspector General of the U.S. Department of Health and Human Services and/or the Debarment List of the U.S. Food and Drug Administration. You agree that you will promptly notify Guidepoint Global, LLC in the event that any of the representations in this paragraph cease to be true.

Clinical Trials and Consulting



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If you have participated in a clinical trial or provided consulting services to a person or entity, you may have duties or obligations to treat certain related information as confidential. You must satisfy those duties and obligations and any other policies and requirements of such person or entity, your institution(s) and trial sponsors. Under no circumstances may you ever disclose or discuss any confidential information learned in the course of your consulting or clinical trial participation, including patient experience information and trial results, until such information has been made public. If you are a Data Safety Monitoring Board or Clinical Trial Steering Committee member on an ongoing clinical trial, you may not discuss the ongoing trial phase until it is completed and the results are made public.

Attorneys and Auditors

If you are an attorney, you agree not to consult about any Clients you currently represent or to disclose any information or opinions that would breach any legal or ethical duty you or your firm owes to past or present Clients. If you are currently an auditor or formerly an auditor, you agree not to consult about companies or other organizations that you currently audit or have audited within the last three years. If you are an attorney or an auditor in current practice, you represent that you are duly licensed to practice in the jurisdictions in which you currently practice, and that you are in good standing as a member of the Bar or other similar professional board to which you are subject. You agree not to provide any legal or professional services to a Client during a Project for that Client.

Legal Privilege

In the event that a Client initiates a Project involving its legal counsel, it is possible that the Client may wish to assert a claim of legal privilege concerning the Project. Under these circumstances, Client's legal counsel may ask you to enter into a separate written engagement agreement with them for your services (an "Engagement Agreement"). Any such request may only come through Guidepoint and you may only choose to accept following Guidepoint's prior written approval in its sole discretion. So approved, an Engagement Agreement shall control over any inconsistent terms in these Terms & Conditions with respect to your relationship and obligations to such Client with respect to the Project. Such Engagement Agreement shall not modify your obligations to Guidepoint or third parties, under these Terms & Conditions or otherwise.

False or Misleading Information

You agree never to disseminate false or misleading information or inaccurately represent your experience, education, employment or knowledge to us or any Clients.

Prior Misconduct

You represent that you have not been convicted of or charged with any felony. You represent that you are not, and have not been, the target or subject of any regulatory or enforcement proceeding brought by any securities, commodities or other financial regulatory authority, self-regulatory organization or other law enforcement body. You represent that you have not been debarred, excluded, suspended or otherwise not permitted to participate in U.S. government or state programs, including, without limitation, under the OFAC Specially Designated Nationals List or the GSA Excluded Parties List System. Should your status change with respect to any of these representations, you shall immediately inform Guidepoint.

Advisor Tutorial



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You represent that you have reviewed the Advisor Tutorial, compliance page, summary of key compliance rules and Frequently Asked Questions pages at least once. In addition, you must represent prior to each consultation that you have reviewed the Advisor Tutorial within 12 months of the consultation.

Accuracy of Information

You are solely responsible for the accuracy and completeness of information that you provide to Guidepoint Global, LLC (your "Advisor Information") and you understand that Guidepoint Global, LLC, Clients and third parties may and will rely on your Advisor Information. You agree to provide us with accurate and up-to-date biographical information on your application and in connection with any further queries, including, without limitation, your current and former employment, and any conflicts or restrictions on your ability to consult. Based on further information from you or other sources, we may amend your Advisor Information and you acknowledge that you are under a continuing obligation to monitor the accuracy of your Advisor Information and to update changes promptly.

Privacy

You agree that Guidepoint Global Advisors may collect, synthesize and retain information about you, from sources including, without limitation, yourself, your activities through Guidepoint Global Advisors and third-party sources (hereafter, "Personal Information"). Guidepoint Global, LLC will protect Personal Information in accordance with Guidepoint's Privacy Policy (<http://www.guidepointglobal.com/about/privacy.html>), which is incorporated by reference. If your membership in Guidepoint Global Advisors ends, you agree that Guidepoint may preserve Personal Information, provided that Guidepoint accords such Personal Information the protections set forth in its then-current Terms & Conditions privacy policies. You agree that Guidepoint may use and share Person Information to, without limitation, contact you concerning your participation in Guidepoint Global Advisors, to manage your membership in the Guidepoint Global Advisors, to administer compliance policies and procedures, including obtaining required approvals and consents for Project participation, to market Guidepoint Global, LLC's services, and to comply with applicable laws and requests from government authorities. You agree that we may also utilize Personal Information to manage, improve and promote its business. As part of its compliance screening, Guidepoint Global, LLC reserves the right to conduct background checks on you, itself or utilizing third-party services, and to confirm your professional and educational history. You agree that we may disclose Personal Information as required by law, to protect Guidepoint Global LLC's rights, or for the prevention, detection or disclosure of a crime. You also recognize that Clients may be required by law or their compliance policies to disclose Personal Information about their Projects with you and you authorize Guidepoint Global, LLC and its Clients to make such disclosures. Guidepoint will not sell Personal Information to third-party marketers or similar organizations, or disclose the Personal Information publicly, unless you provide consent or we determine that it is appropriate in response to a law, regulation, rule, government request or legal process.

Application of the Terms & Conditions

By becoming an Advisor, you represent and warrant to us that you are in compliance with each of the conditions, agreements, acknowledgments, representations, covenants, warranties and other obligations included in these Terms & Conditions. As an Advisor, you will be expected to provide information during any Project in good faith, to the best of your ability and at all times consistent with these Terms & Conditions. You understand and acknowledge that each Guidepoint employee, affiliate and Client is an intended third-party beneficiary of these Terms & Conditions and shall therefore have the right to enforce your compliance with them. You must



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decline to participate in, or to continue your participation in, any Project or other activity that would cause you to violate these Terms & Conditions and immediately inform us of the reason. We typically do not participate in your interactions with Clients and shall not be liable or responsible to you in any manner whatsoever for Projects arranged by us. You are solely responsible for ensuring your continued compliance with the Terms & Conditions. You agree to cooperate fully in any inquiry concerning actual, alleged, or potential violations of these Terms & Conditions. To encourage your vigilance and care in complying with these Terms & Conditions, you may submit a payment request for a full Project that you choose to terminate early for the purpose of complying with them.

Confidentiality

You shall keep and maintain as strictly confidential, and agree not to communicate, reveal or disclose, all “Confidential Information” of Guidepoint, Guidepoint Global Advisors or its Clients, without Guidepoint’s express written permission (which it may withhold in its sole discretion). “Confidential Information” includes any and all nonpublic information, in any form or medium, written, oral or otherwise, concerning or relating to Guidepoint, Guidepoint Global Advisors, any of its affiliates or any Client, including, but not limited to, the names of any Clients and Clients’ employees, questions posed by any Client and the topics discussed, information or materials shared, opinions expressed or work commissioned by Guidepoint or any Client. In the event that you are required to disclose Confidential Information under applicable law, you agree to promptly notify Guidepoint and to fully cooperate with Guidepoint in exercising any right or exemption available to prevent the disclosure of Confidential Information to the extent permitted under applicable law. You shall not use Confidential Information for any purpose other than those specifically permitted by these Terms & Conditions. Without limiting the foregoing, you shall not use Confidential Information for personal benefit (including for the purpose of making investment or trading decisions). The duty to maintain confidentiality hereunder shall survive until the Confidential Information becomes generally known to and available for use by the public other than as a result of a disclosure by you or any other person under legal obligation not to disclose the information.

Projects

You shall only accept Projects with Guidepoint Clients individually arranged or explicitly approved by Guidepoint. If a Client requests additional work or Projects, you must receive explicit approval from us before commencing work. You will not be paid for any Project with a Guidepoint Client that was not individually arranged or explicitly approved by Guidepoint in advance, even if the Project was a follow-up to a Project that was arranged by Guidepoint. If you are invited by Guidepoint to perform a Project for a Client, you should either accept or decline the invitation within 24 hours of issuance. Accepted Projects should be scheduled within five business days of the invitation. You should perform no more than 15 minutes of preparatory work for a Project without explicit approval from us. We make no representation regarding the frequency or quantity of Project requests that you will receive. We expect you to perform all Projects in a timely, diligent and professional manner consistent with highest industry practice.

Payment

You will be paid based on your customary consulting fees, as agreed by you and us. You may only change your consulting fee rates upon written notice to us and the new fee rate is only applicable to Projects that occur after our receipt and approval of written notice. You may not reveal your billing rates and financial arrangements to Clients without Guidepoint’s prior written consent. Our payment system may accommodate consulting guidelines set forth by an Advisor’s employer, including joint payment to the Advisor and his or her employer, direct



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payment to the Advisor's institution or payment to a charity of the Advisor's choice. Advisors will receive a U.S. I.R.S. Form 1099, as required. Payments will be made following the completion of an Advisor's consulting engagement, within 15 days following the Advisor's request for such payment through the Guidepoint Global Advisors website (<http://new.guidepointglobaladvisors.com>) or by e-mail to invoices@guidepointglobal.com. Advisors must submit invoices for payment within 45 days after completion of any Project.

Independent Contractor Status

It is understood and agreed that any services performed by you under these Terms & Conditions shall be performed as an independent contractor and consultant, and you further understand and acknowledge that you have no authority to act or speak on Guidepoint's behalf or to represent that you have any such authority. You shall not be deemed to be an employee of Guidepoint or any of its Clients and you shall not be entitled to any benefits provided by either Guidepoint or any of its Clients. You agree that you shall be personally responsible and liable for any and all taxes and other payments due on payments received by you for services provided under these Terms & Conditions. Nothing in these Terms & Conditions shall create a partnership or joint venture or establish the relationship of principal and agent or any other relationship of a similar nature between you, Guidepoint or its Clients.

Termination

You may terminate your membership in Guidepoint Global Advisors at any time by providing us with written notice. Likewise, Guidepoint may terminate your membership in Guidepoint Global Advisors at any time and for any reason without providing notice. Termination shall not relieve either party of its obligations under these Terms & Conditions intended to survive termination, which include, but are not limited to: Privacy, Application of the Terms and Conditions, Confidentiality, Non-Solicitation, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, Governing Law and Venue and Miscellaneous.

Non-Solicitation

You agree that for a period of one year from the completion of any Project with a Client to whom you have been first introduced by us, you will not circumvent Guidepoint by knowingly soliciting, negotiating with, or entering into any agreement or other arrangement (whether written or oral) with a Client first introduced to you by us pursuant to which you would be engaged by such Client to provide services of a similar nature to the services Advisors provide to Guidepoint's Clients (i.e., short term consulting services) without our prior written consent. You also agree that, for a period of one year after the termination of your relationship with us for any reason whatsoever, you will not, directly or indirectly, solicit for employment, employ or hire any employee of Guidepoint Global or of any Clients to whom you have been first introduced by us.

Intellectual Property

You are solely responsible for the content that you share or create in connection with your performance of services hereunder. You represent that you own or have obtained any necessary licenses or permissions for any materials, regardless of form or format (hereafter, "IP"), that you provide to Guidepoint, Clients or third parties in connection with your performance of such services. IP that you create in connection with any Client Project shall be solely owned by the Client who requested the Project and that Client may use such IP for any purpose permitted under applicable law and that Client's agreement with Guidepoint. Any inventions, discoveries or improvements that are based in any way on any IP you create for a Client in the course of a Project, and all intellectual property rights in such inventions, discoveries or



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improvements, shall likewise be owned solely and entirely by the Client. Any IP that you created prior to, or independently of, any Project (hereafter, "Advisor IP") remains your property. However, with respect to any Advisor IP that you share or otherwise provide to a Client in connection with a Project, you shall automatically grant that Client a perpetual, world-wide, royalty-free, and transferable license to use such Advisor IP. Furthermore, and without limiting the foregoing, you agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any IP you share with or otherwise provide to that Client for any purpose whatsoever, including, but not limited to, devising, manufacturing, promoting and selling products and services using such information.

Indemnification

You agree to indemnify and hold harmless Guidepoint and its affiliates, and their respective officers, directors, employees, members, managing members, managers, agents, representatives, successors and assigns (collectively, the "Guidepoint Parties") from any and all actions, causes of action, claims, charges, demands, cost, expenses and damages (including attorneys' fees and expenses) and liabilities of any kind whatsoever directly or indirectly resulting from, arising out of or in connection with your breach or violation of any and all provisions of these Terms and Conditions.

Limitation of Liability

YOU AGREE THAT UNDER NO CIRCUMSTANCES WILL GUIDEPOINT PARTIES BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO YOUR SERVICES AND OTHER CONDUCT AS AN ADVISOR, OR YOUR INTERACTIONS OTHERWISE WITH GUIDEPOINT PARTIES OR CLIENTS. GUIDEPOINT PARTIES SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST YOU BY THIRD PARTIES. IN NO EVENT SHALL THE MAXIMUM CUMULATIVE LIABILITY OF GUIDEPOINT PARTIES ARISING FROM OR RELATED TO ANY CONDUCT IN CONNECTION WITH THESE TERMS AND CONDITIONS EXCEED THE FEES PAID BY GUIDEPOINT TO YOU HEREUNDER FOR THE RELEVANT CONSULTATION OR SURVEY IN THE MONTH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN.

Guidepoint agrees not to seek to impose upon you liability for indirect, incidental, consequential, exemplary or punitive damages based on your performance of services under these Terms & Conditions, so long as such damages do not arise out of or relate to a failure by you to comply with these Terms & Conditions, or conduct that constitutes gross negligence or intentional misconduct. Collectively, the terms in this paragraph constitute the "Limitation of Liability."

Arbitration, Governing Law and Venue

The validity, interpretation, performance and enforcement of these Terms & Conditions shall be governed by the laws of the State of New York without regard to the conflicts of laws principles thereof. ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THESE TERMS AND CONDITIONS SHALL BE FULLY AND EXCLUSIVELY FINALLY SETTLED BY AN ARBITRATION HELD IN NEW YORK CITY UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION IN EFFECT FROM TIME TO TIME. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHTS YOU MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY SUCH DISPUTE, CONTROVERSY OR CLAIM RELATING TO THIS AGREEMENT. The arbitrator may grant any remedy that he or she deems just and equitable within the scope of this arbitration agreement, except that he or she may not, under any circumstance, grant a remedy inconsistent with or in violation of the Limitation of



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Liability. The award of the arbitrator shall be final and binding and judgment thereon may be entered in any court having jurisdiction. You hereby unconditionally and irrevocably submit to the jurisdiction of the federal and state courts of New York.

Miscellaneous

We may modify these terms and conditions from time to time by posting the modification(s) on our website, www.guidepointglobal.com. Unless otherwise specified by us when posted, all modifications will be effective upon posting. If you do not agree to any modification(s), your only recourse will be to terminate your participation as an Advisor in Guidepoint Global Advisors. If you continue to participate as an Advisor after any modification becomes effective, then your participation will constitute acceptance of such modification. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder. Neither these Terms & Conditions nor any of the rights, interests or obligations hereunder may be assigned, delegated or otherwise transferred, in whole or in part, by operation of law or otherwise, by you without our prior written consent (which consent we may withhold in our sole discretion), and any such assignment, delegation or transfer by you without such prior written consent shall be null and void and of no force or effect whatsoever. These Terms & Conditions shall be binding upon and inure solely to the benefit of you and Guidepoint and the successors, assigns and Clients of Guidepoint. As used in these Terms & Conditions, the word "including" shall mean "including, without limitation," in all cases. Whenever possible, each provision of these Terms and Conditions shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of these Terms & Conditions is held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms & Conditions, and these Terms & Conditions shall be reformed, construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

V. Advisor Compliance Tutorial

Thank you for taking the time to learn more about Guidepoint Global compliance responsibilities for Advisors. The following tutorial should take approximately 15 minutes to complete.

Please email Guidepoint Compliance if you have any questions.

Summary of Key Rules

Current Employer (Your Company)

Employees (including officers and directors) may not consult about their current employer – regardless of whether the employer is public or private. This prohibition extends to the parent and subsidiaries of an Advisor's employer.

Former Employers

Under no circumstances may an Advisor ever disclose confidential information about a former employer or information that would violate a confidentiality agreement. Furthermore, if an Advisor was previously employed in the finance or accounting department of a company, he/she may not discuss that company until four months after his/her employment has ended. Clients may choose to create additional customized rules concerning former employees.

Consultants

A consultant may never disclose confidential information obtained in the course of providing consulting services. Consultants must be certain that any services rendered through Guidepoint do not violate any confidentiality agreements entered into with consulting Clients.

Tender Offers and IPOs

An employee (including officers and directors) of a public company that is the target or bidder in a tender offer, or a private company that has filed for an initial public offering, is prohibited from consulting on any topic until the tender offer is resolved.

Competitors / Competitive Intelligence

Advisors may not consult for a Client that is a direct competitor of their employer.

Government Employees

Advisors must abide by the particular rules and regulations of the government entity for which they work. Regardless of such rules, Advisors may not consult about the Advisor's agency itself, or a matter currently before the agency or known to be coming before the agency. Clients are prohibited from utilizing Guidepoint's services to try to lobby or otherwise influence government officials in any manner related to their office or official duties.

FDA Advisory Committee Members

FDA Advisory Committee Members may not consult about any issue that (i) is before their FDA Committee; (ii) reasonably can be expected to come before their committee; or (iii) about which they are in possession of material nonpublic information.

Customers and Suppliers

Generally, an employee may consult about a company that is a customer or supplier of his/her employer (e.g., about its competitive position, products), in the absence of a confidentiality agreement or other obligation of confidentiality towards the customer or supplier. However, an Advisor may not discuss his/her employer and confidential information concerning its relationship with the customer or supplier (e.g., his/her employer's purchases or sales to the company).

Clinical Trials

Clinical Investigators (CIs) may never discuss non-public patient experience information or undisclosed clinical trial results. If not under a confidentiality agreement or otherwise restricted, CIs may generally discuss publicly available information about a trial – e.g., hypotheses about the drug mechanism, design of the study (to the extent published), competitor drugs and developments in the marketplace, doctor's view of clinical demand, etc. Data Safety Monitoring Board and Clinical Trial Steering Committee members may not discuss current clinical trials. Scientific Advisory Board members are treated as employees of a company and may not discuss its clinical trials.

Marketing

Clients may not utilize Guidepoint's services to market products or services to Advisors. Likewise, Clients may not seek information or assistance from Advisors in selling products or services to Advisors' employers.

VI. Frequently Asked Questions

1. I'm not sure whether I'm permitted to perform outside consulting under my employment agreement. What should I do?

You should consult with your employer to confirm that you are permitted to consult with Guidepoint. While Guidepoint takes a variety of steps to ensure that consultations are conducted consistent with all applicable laws and regulations, you are solely responsible for determining whether you are permitted to consult given your employment circumstances.

2. What should I do if I'm invited for a consultation that directly concerns my employer?

You should decline and notify Guidepoint of the reason. Guidepoint's Terms & Conditions categorically prohibit Advisors from consulting about their employers.

3. If I'm asked about a company for whom I consulted or a clinical trial upon which I worked, may I discuss it?

You should carefully review your legal commitments to any companies for whom you have consulted or clinical trials upon which you have worked. Companies and clinical trials will sometimes put confidentiality restrictions in their consulting agreements that prohibit consultants from disclosing or discussing certain data. Under no circumstances should you discuss non-public clinical trial data or patient experience information. Likewise, if you are a Data Safety Monitoring Board or Clinical Trial Steering Committee member, you must decline any consultation concerning current clinical trials. If you are not confident that you are permitted to undertake a particular consultation, you should decline.

4. If I'm asked about customers or suppliers of the company I work for, can I discuss them?

It depends on the circumstances. As a general matter, you may speak about a company that is a customer or supplier of your employer, provided that you and your company have no confidentiality agreement with that company and you do not disclose any information given to your company in confidence. However, you may not discuss your own employer or confidential information concerning its relationship with the customer or supplier, such as your employer's purchases from a supplier or orders from a customer. To be safe, if you are unsure whether information is confidential or otherwise restricted, you may not disclose it.

5. Can I discuss the details of my Client consultations and surveys with others?

No. Your consultations with Guidepoint Clients are strictly confidential. You may not disclose a Client's identity, the subjects discussed or any materials provided to you by a Client. Likewise, you should not share surveys that you are provided by Guidepoint.



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6. If I'm asked a question that would require me to reveal material non-public or otherwise confidential information, how should I respond?

You should explain that you cannot answer the question because it would cause you to reveal confidential information. If you are uncomfortable continuing with the consultation, you may end it and invoice Guidepoint for the consultation. If you feel that a Client was knowingly seeking to solicit material non-public or confidential information from you, you should notify Guidepoint immediately.

7. What is material non-public information?

"Material non-public information" is the legal standard for information that can give rise to insider trading liability if utilized. Information is "material" if "there is a substantial likelihood that a reasonable investor would consider it important" in deciding whether to buy, sell or hold a security (e.g., a stock or bond). To meet the threshold for materiality, there must exist a "substantial likelihood" that a fact "would have been viewed by the reasonable investor as having significantly altered the 'total mix' of information made available." Information may be deemed material even if it relates to speculative or contingent events.

Information is regarded as "non-public" unless and until it has been broadly disseminated or made widely available to the general public. Means of dissemination could include public filings, coverage by major news organizations, posting on widely-trafficked web sites, publication in research reports and circulation in proxy materials. Even if a public announcement has been made about a particular matter, unpublicized aspects of the matter may remain "non-public" for purposes of securities laws.

To be safe, you may not disclose any information that is confidential to a company. It is difficult to determine the materiality of particular facts in isolation and you should not attempt to do so. Instead, you should decline any project or inquiry that would involve disclosure of confidential information.

8. When I click online that "I Agree" to Guidepoint's Terms & Conditions, am I legally bound by them?

Yes, you are legally bound. Clicking "I Accept" is the legal equivalent of signing a paper contract agreeing to Guidepoint's Terms & Conditions and you will be expected to abide by them fully.

9. If I become an Advisor, am I prohibited from consulting for Clients outside of Guidepoint Global?

No. You may continue consulting with Clients of yours and may engage new Clients freely. Guidepoint only asks that you continue to work through us with any Client to whom we first introduced you. In the case of large corporate Clients, it is possible that you may have an existing relationship with one division and be introduced by Guidepoint to Client employees in another. These situations will be addressed on a case-by-case basis.

10. Am I permitted to act as a consultant for another primary research company?

Yes. We only ask that you continue to work through us with any Client to whom we first introduced you.



VIII. Guidepoint Global Employer Database Registry

Guidepoint Global understands that is very important to employers of Advisors to clarify exactly how their employees relate to our client base. Guidepoint has created our Employer Registry, where employers can state their preferences in regards to interactions with our Clients. Please fill out the form and click on 'Submit' to register your company.

First Name

Last Name

Title

Company

Phone

Email

Address