



GUIDEPOINT

# GUIDEPOINT GLOBAL ADVISORS TERMS & CONDITIONS

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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”, “our”, “Guidepoint Global” and “Guidepoint” mean Guidepoint Global, LLC, the sole owner and operator of Guidepoint Global Advisors. By checking the box below, you agree to be bound by these Terms & Conditions, as modified by us from time to time in our sole discretion, and that these Terms & Conditions supersede any prior terms and conditions between you and Guidepoint. 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.

## OVERVIEW

Guidepoint Global Advisors is a network of practitioners, professionals and academics in various industries that provide consulting services to Guidepoint’s clients (each, a “Client” and collectively, “Clients”). Guidepoint’s Clients are institutional investment firms, consulting firms, banks, corporations and others who perform research. Based on Clients’ needs, we will contact appropriate members in Guidepoint Global Advisors (each, an “Advisor” and collectively, “Advisors”) to ascertain whether they are suitable and available for a consulting project (“Project”), such as a telephone consultation, teleconference, online survey, meeting or discussion group.

Guidepoint strives to conduct its business in an ethical and honest manner and in compliance with all applicable laws and regulations. Advisors play a crucial role as critical participants in fulfilling Guidepoint’s commitment to compliance and integrity. You agree to comply in every respect with the Guidepoint Code of Conduct (the “Code”) available at <https://www.guidepoint.com/code-of-conduct-page> in connection with your membership and participation in the network, including with respect to all interactions with Guidepoint employees, Clients, other Advisors and anyone else involved in a particular Project or your participation generally.

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

You may become an Advisor and participate in a 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.
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. 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.

## **YOUR COMPANY**

You agree not to participate in a Project if the topic of the Project is a company for which you are a current employee, director, trustee, officer, or board member (or for which you hold a similar position) unless you are the proprietor of such company. 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 an employee, director, trustee, officer, or board member (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 employee, director, trustee, officer, or board member (or for which you hold a similar position).

## **GOVERNMENT EMPLOYEES**

If you are a government employee and your employer prohibits its employees from participating in outside consulting projects, you may not be an Advisor in Guidepoint Global Advisors or participate in any Project. If you are a government employee who may engage in outside consulting, you agree not to consult about matters presently regulated by the agency or department in which you are employed. You further agree not to consult about any legislation, regulation or policy that you are in a position to vote upon or otherwise influence. You agree not to offer, pay, promise, or authorize, or accept or agree to accept any payment, gift or item of value to or from another person or entity for the purpose of seeking influence, obtaining or retaining business or for any other improper business advantage or purpose.

## **INVESTMENT ADVICE**

Guidepoint is not a registered investment adviser (as defined in the Investment Advisers Act of 1940, 15 U.S.C. § 80B-1, et seq., and the rules and interpretations promulgated thereunder) and cannot transact business as an investment adviser or give investment advice. You agree not to provide to Guidepoint or to any Client 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 by emailing [Compliance@guidepoint.com](mailto:Compliance@guidepoint.com) 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 obtain medical services or market products or services to you). You agree that you shall at all times comply with federal and/or state anti-kickback laws and other federal and state laws restricting gifts to and relationships with prescribers. You further represent to Guidepoint that you are duly licensed in all 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, the System for Award Management (SAM) and/or the Debarment List of the U.S. Food and Drug Administration. You agree that you will

promptly notify Guidepoint in the event that any of the representations in this paragraph cease to be true. You understand and acknowledge that certain of our Clients may need to comply with federal and/or state reporting requirements including, without limitation, the Physician Payments Sunshine Act, a federal requirement applicable to manufacturers of drugs, biologics, devices and medical supplies to report any payments made to physicians and teaching hospitals to the Department of Health and Human Services (HHS) on an annual basis. If you participate in a Project for a reporting Client, you agree to provide information for this purpose including, among other things, a unique identifier such as your National Provider Identifier (NPI). You agree that all information that you provide for this purpose will be accurate and complete and acknowledge that such information as well as other information about you and the payment you received may be published on a publicly available and searchable website.

#### **CLINICAL TRIAL PARTICIPANTS AND CONSULTANTS**

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 be treated as a separate agreement in the "Application to Terms and Conditions" paragraph below and shall not modify your obligations to Guidepoint or third parties, under these Terms & Conditions or otherwise.

#### **ANTI-CORRUPTION; FALSE OR MISLEADING INFORMATION**

You shall not offer, give or promise to give any gift, payment, consideration, financial or non-financial advantage to another person directly or indirectly in connection with a Project or these Terms & Conditions. You further agree not to accept or agree to accept any gift, payment, consideration, financial or non-financial advantage in exchange for obtaining or retaining business or improperly performing a relevant function. You agree never to disseminate false or misleading information or inaccurately represent your experience, education, employment or knowledge to us or any Clients. You further agree not to mislead or misrepresent yourself to a person for any reason directly or indirectly related to a Project or these Terms & Conditions including, without limitation, for the purpose of gathering information from such person for a Project.

## PRIOR MISCONDUCT

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 Office of Inspector General's List of Excluded Individuals/Entities (LEIE), Specially Designated Nationals List of the Office of Foreign Assets Control of the U.S. Department of the Treasury, or the System for Award Management (SAM). Should your status change with respect to any of these representations, you shall immediately inform Guidepoint.

## ADVISOR TUTORIAL

You represent that you have completed Guidepoint's [Advisor Compliance Tutorial](#), and you agree that you will complete the Advisor Compliance Tutorial at least once during the 12 months prior to each Project in which you participate. If you do not demonstrate completion of the Advisor Compliance Tutorial within such timeframe, Guidepoint may withhold payment of your consulting fees for any relevant Projects. You also represent that you have reviewed the [Summary of Key Compliance Rules](#), [Frequently Asked Questions](#) and the other [Compliance](#) pages of Guidepoint's website at least once.

## ACCURACY OF INFORMATION

You are solely responsible for the accuracy and completeness of information that you provide to Guidepoint (your "Advisor Information") and you understand that Guidepoint, 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.

As part of its compliance screening, Guidepoint and its Clients reserve the right to conduct background checks on you, either internally or utilizing third-party services, and to confirm your professional and educational history.

## PRIVACY

You agree that Guidepoint 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 will treat Personal Information in accordance with Guidepoint's Privacy Policy (<https://www.guidepoint.com/privacy-policy>), 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 Personal Information to, without limitation, contact you concerning your participation in Guidepoint Global Advisors, to manage your membership in Guidepoint Global Advisors, to administer compliance policies and procedures, including obtaining required approvals and consents for Project participation, to market Guidepoint's services, and to comply with applicable laws and requests from government authorities. You agree that Guidepoint may also utilize Personal Information to manage, improve and promote its business. You agree that we may disclose Personal Information as required by law, to protect Guidepoint'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 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, prudential concern 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, affiliate employee and Client is an intended third-party beneficiary of these Terms & Conditions and shall therefore have the right to enforce your compliance with them.* In certain cases, a Client may require you to make additional representations, acknowledgments or agreements in connection with a particular Project and you understand and acknowledge that the Client may rely on such additional representations, acknowledgments and agreements and enforce your compliance with them. In addition, a Client may require you to sign a separate agreement in connection with a particular Project. Guidepoint does not review such separate agreements and/or any related documents and disclaims any and all liability for the content of such separate agreements or any consequences that may arise from or relate to such separate agreements. You are urged to consult with your own counsel concerning your situation and any questions you may have before entering into any such separate agreement. You must 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. You must notify Guidepoint immediately by emailing [Compliance@guidepoint.com](mailto:Compliance@guidepoint.com) if you terminate a Project early for purposes of complying with these Terms & Conditions.*

## 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 Projects or other work, 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. You are not permitted to invite any third-party to participate in any Project without Guidepoint's prior written consent. We make no representation regarding the frequency or quantity of Project requests that you will receive. You similarly understand and agree that a Client's compliance personnel may listen to a consultation without prior notice and without announcing that they have joined the consultation. From time to time a Client may wish to engage you as a speaker for an event. If you agree to participate in such a Project, you agree that such Client may use your name, picture, and biographical data in connection with publicity

for such event. In exchange for the compensation paid to you for such a Project, you agree to release Guidepoint and the Guidepoint Parties (as defined in the Indemnification Paragraph below) and Guidepoint's Clients from any and all claims and liabilities including, without limitation, any claim for libel, defamation, invasion of privacy, violation of the right of publicity, or commercial appropriation of name and likeness. We expect you to perform all Projects in a timely, diligent and professional manner consistent with highest industry practice.

## **RECORDING AND TRANSCRIPTION**

You understand and agree that certain of Guidepoint's Clients may elect to record and/or transcribe consultations between their personnel and Advisors, and that you will have no access to or control over any such recording or transcription. Where Guidepoint has been notified that a Client will record and/or transcribe a consultation with you, Guidepoint has policies and procedures in place reasonably designed to ensure that we obtain your consent prior to such consultation. Guidepoint is not responsible for the content and/or quality of any recording and/or transcript.

## **PAYMENT**

You will be paid based on your customary consulting fees, as agreed by you and us. Unless otherwise agreed in writing between you and Guidepoint, payments for your participation in a consultation shall be prorated by the minute based on the duration of each consultation. The duration of each consultation is determined at the sole discretion of Guidepoint's Client and may vary from the length of time scheduled for such consultation. You shall not receive payment for your participation in a consultation unless the consultation was completed, and was conducted in accordance with these Terms & Conditions. Unless otherwise agreed in writing between you and Guidepoint, you shall not be paid for consultations that do not take place even if such consultations were previously scheduled. You may change your consulting rates only upon written notice to us. Changes to your consulting rate will not take effect until Guidepoint sends you written confirmation of such updated consulting rate. You may not change your rate after you have been contacted by Guidepoint on any particular Project, therefore, your new rate shall be applicable only to future Projects. 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 payment to the Advisor's institution or payment to a charity of the Advisor's choice. Advisors will be required to provide Guidepoint with their tax identification numbers. A U.S. Internal Revenue Service Form 1099 will be provided, as required. Payments will be made following the completion of an Advisor's consulting engagement, typically within 15 days following the Advisor's request for such payment through the Guidepoint Global Advisors website (<https://new.guidepointglobaladvisors.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 shall not identify yourself to any person or entity as an employee of 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. You represent 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 adviser), unless otherwise agreed in writing between Guidepoint and such entity or individual.

## **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 & Conditions, Confidentiality, Non-Solicitation, Intellectual Property, Indemnification, Limitation of Liability, Arbitration, Governing Law and Venue and Miscellaneous.

### **NON-CIRCUMVENTION; NON-SOLICITATION**

Following the completion of a Project with a Client you agree not to directly contact the Client for any reason or provide the Client with any unsolicited information or gifts without our prior consent. You further 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 such Client pursuant to which you would be engaged by such Client to provide 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 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 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. Without limiting the foregoing, you further 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 & 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 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 & Conditions from time to time by posting the modification(s) on our website, <https://www.guidepoint.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, the Guidepoint Parties 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 & 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.