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GUIDEPOINT GLOBAL ADVISORS TERMS & CONDITIONS

GUIDEPOINT GLOBAL ADVISORS 条件与条款

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.

您的专家顾问成员资格和参与 Guidepoint Global 顾问团的权利受到以下条件与条款（本“条件与条款”）的约束。本文所使用的术语，“我们”、“我们的”、“Guidepoint Global”和“Guidepoint”均指代 Guidepoint Global LLC，即 Guidepoint Global Advisors 的唯一所有者和运营方。通过勾选下面的方框，您表示您同意遵守本条款，我们会酌情不定期自行修改本条件与条款，修改更新后的条件与条款将取代您与 Guidepoint 之间任何先前的条款。这一协议具有法律约束力。如果您违反这些条件与条款，您的专家顾问成员资格及参与 Guidepoint Global 顾问团的权利可能会立即终止。

OVERVIEW

概述

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 Global Advisors 是一个由来自不同行业的从业者、专家和学者组成的网络，为 Guidepoint 的客户（单个“客户”与“客户”全体）提供咨询服务。Guidepoint 的客户包括投资机构、咨询公司、银行、公司和其他从事研究的企业。根据客户的需求，我们将联系 Guidepoint Global Advisors 中的合适成员（单个“顾问”与“顾问”全体），以确定他们是否适合、有空参与咨询项目（“项目”），项目可能是电话咨询、电话会议、在线调查、会议或讨论小组。

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.

Guidepoint 致力于以合乎道德和诚信的方式开展业务，并遵守所有适用的法律法规。顾问作为 Guidepoint 履行合规和诚信承诺的重要参与者发挥的作用至关重要。您同意在您作为专家顾问成员以及参与专家网络期间，您与 Guidepoint 员工、客户、其他顾问以及其他任何参与项目的人员之间的互动，在各方面均严格遵守 <https://www.guidepoint.com/code-of-conduct-page> 页面所示的 Guidepoint 行为准则（“准则”）。

Conditions of Membership in Guidepoint Global Advisors and Participation in Consulting Projects Guidepoint Global Advisors 成员与咨询项目参与条件

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

仅在满足以下所有合规条件的情况下，您才可以成为顾问并参与项目：

1. Your membership and participation would not present any conflict of interest. 您成为成员及参与项目不会导致任何利益冲突。
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). 您成为成员和参与项目不会导致您违反您对任何人或实体的任何协议或其他法律义务（包括但不限于您的雇主、您的前雇主、您正在提供或提供过咨询服务的任何个人、实体、或您提供咨询服务时的中间人）。
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). 您成为成员和参与项目不会导致您违反您对任何人或实体（包括但不限于您的雇主、您的前雇主、您正在提供或提供过咨询服务的任何个人、实体、或您提供咨询服务时的中间人）的任何义务、责任、政策或行为准则。
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. 您成为成员和参与项目不会导致任何非您独有的保密信息或专有信息（包括商业秘密）的披露。
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. 您成为成员和参与项目不会导致您向任何第三方传达或披露任何上市公司或证券相关的重大非公开信息。
6. Your membership and participation would not violate any law, rule or regulation. 您成为成员和参与项目不会违反任何法律、法规或监管规定。

YOU MUST DECLINE OR DISCONTINUE PARTICIPATION IN ANY PROJECT THAT WOULD RESULT IN A VIOLATION OF ANY OF THE CONDITIONS ABOVE. 若您对任何项目的参与会导致您违反上述任意条款，您必须拒绝接受项目或立即终止项目参与。

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.

您需要确定您是否被允许加入 Guidepoint Global Advisors 并参与项目，对此您负有完全责任。在申请加入 Guidepoint Global Advisors 之前，您必须查看所有可能限制您参与能力的法律协议，包括但不限于雇佣协议、咨询协议、保密协议、员工手册、道德守则和相关雇佣政策。您还应该考虑您是否应该从您的雇主、客户或任何其他第三方处（在各个情况下若适用）获取同意或豁免，以确保您被允许担任顾问。顾问有权自行决定是否参与任何客户的任何项目。顾问从不被强制接受或参加任何项目，并可以随时拒绝参与或继续参与任何项目。

YOUR COMPANY

您的公司

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.

如果项目的主题是您目前担任员工、董事、受托人、高管或董事会成员（或类似职位）的公司，除非您是该公司的所有者，否则您同意不参加项目。您进一步同意，若您曾就职于某公司的财务或会计部门，则在您离职后的四个月之内，您不会就有关该公司的项目提供咨询。若您是上市公司的员工、董事、受托人、高管或董事会成员（或类似职位），且该上市公司是公司收购当中的目标公司或收购方，或已经申请 IPO，则在收购结束或 IPO 发行之前，您必须拒绝所有项目。

COMPETITORS

竞争对手

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).

若项目客户是您目前担任员工、董事、受托人、高管或董事会成员（或类似职位）公司的直接竞争对手，您同意不参加该项目咨询。

GOVERNMENT EMPLOYEES

政府员工

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.

如果您是政府员工，且您的雇主禁止员工参与外部咨询项目，则您不可成为 Guidepoint Global Advisors 的顾问或参与任何项目。如果您是从事外部咨询的政府员工，则您同意不就您就职的机构或部门正在监管的事宜提供咨询。您进一步同意，针对您有权投票或以其他方式影响的任何法律、法规或政策，您将不参与此类咨询项目。您同意不向其他个人或实体提供、支付、承诺、授权，也不从其他个人或实体处接受或同意接受任何付款、礼品或有价物品，以寻求影响力、获取或保留业务、或为了获取任何其他不当业务利益或目的。

INVESTMENT ADVICE

投资建议

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.

Guidepoint 不是注册投资顾问（根据 Investment Advisers Act of 1940, 15 U.S.C. § 80B-1 及以下等等、以及据此发布的规则和解释），且不能作为投资顾问处理业务或提供投资建议。您同意不向 Guidepoint 或任何客户提供任何投资建议，包括但不限于任何证券价值、购买、出售或其他投资建议。

HEALTHCARE PROFESSIONALS

医护专业人士

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 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.

若您是医护专业人士，您同意遵照 1996 年《The Health Insurance Portability and Accountability Act of 1996 (HIPAA)》中隐私和安全的规则、其他相关法律法规或监管规定，不透露任何病患或其他禁止透露的信息，在您担任顾问期间，在任何时期都不提供任何医学建议。若您有理由认为客户希望与您对话并非出于研究目的（例如，试图获取医疗服务，或向您推销产品或服务），您应当发送电子邮件至 Compliance@guidepoint.com 来及时通知我们。您同意您应始终遵守联邦和/或州的反回扣法，以及其他限制开处方者接受礼物或开展往来的联邦和州法律。您在此向 Guidepoint 表明，您已在您目前执业的所有司法管辖区获得合适的行医执照，并且您未被列入 the Office of the Inspector General of the U.S. Department of Health and Human Services 发布的 List of Excluded Individuals/Entities、System for Award Management (SAM) 和/或 Debarment List of the U.S. Food and Drug Administration。您同意，如果本段陈述的任何情况发生变化，您将立即通知 Guidepoint。您了解并确认，我们的某些客户可能需要遵守联邦和/或州的上报要求，包括但不限于《医师报酬阳光法》，即药品、生物制剂、设备和医疗用品制造商须向 Department of Health and Human Services (HHS) 每年上报支付给医生与教学医院的任何费用。如果您参加项目的客户面临上报要求，则您同意为此用途提供信息，信息包括但不限于您独有的身份识别号码，即您的国家医师注册号 (NPI)。您同意您为此用途提供的所有信息都是准确完整的，并确认上述信息以及有关您本人和您所收款项的其他信息可能会公布在公开、可搜索的网站上。

CLINICAL TRIAL PARTICIPANTS AND CONSULTANTS

临床试验参与者与顾问

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.

如果您参加过临床试验，或向个人或实体提供过咨询服务，您可能有责任或义务对某些相关信息保密。您必须遵照上述责任、义务，以及上述个人或实体、您的机构和试验申办方的任何其他政策与要求。在任何情况下，您均不得

透露或讨论您在咨询或参与临床试验的过程中获取的任何保密信息，包括患者经历信息和试验结果，直到这些信息被正式公开为止。如果您在某个正在进行的临床试验中是数据安全监控委员会或者临床试验指导委员会成员，则在试验结束且结果公布之前，您不得讨论正在进行的试验阶段。

ATTORNEYS AND AUDITORS

律师与审计员

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.

若您是一名律师，则您同意不就有关您目前所代表的任何客户的相关项目提供咨询服务，您也同意不透露任何将违反您或您的公司对过去或现在的客户所负有的任何法律或道义责任的信息或意见。如果您现在或曾经是一名审计员，则您同意不参与有关您目前正在审计或在过去三年内审计过的公司或其他组织的项目提供咨询服务。如果您目前是一名律师或审计员，您在此声明您已获得正式执业许可，可以在您目前正在执业的司法管辖区执业，并且作为大律师公会或其他类似专业协会的一员，您拥有良好的信誉。在参与客户项目期间，您同意不向客户提供任何法律或专业服务。

LEGAL PRIVILEGE

法定特权

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.

当客户启动的项目涉及到其法律顾问时，客户有可能希望确定项目相关的法定特权。在这种情况下，客户的法律顾问可能会要求您就您提供的咨询服务与他们签订一份单独的书面参与协议（“参与协议”）。任何此类要求必须经过 Guidepoint，且 Guidepoint 有权自行决定是否给予提前书面批准，您只有在获取了该书面批准的情况下方可选择接受客户的此类要求。批准后，若有关您与客户在此项目中的关系与义务，出现了本条款与参与协议任何不一致之处，则以参与协议为准。上述参与协议应被视为下文“条件与条款适用性”一段中所定义的独立协议，且不得改变本条件与条款或其他规定下您对 Guidepoint 或第三方的义务。

ANTI-CORRUPTION; FALSE OR MISLEADING INFORMATION

反腐败、虚假与误导性信息

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 either through the use of artificial intelligence or otherwise. 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.

您不得向与项目或本条件与条款直接或间接相关的个人提供、给予或承诺给予任何礼品、付款、报酬、财务或非财务利益。您进一步同意不接受或认可接受以换取业务、保留业务、不当履行某一相关职能为目的的任何礼品、付款、报酬、财务或非财务利益。您同意不向我们或任何客户传播虚假或误导性信息，或不准确地陈述您的经验、教育、就业情况或知识，不论是否使用人工智能或其他方式。您进一步同意不误导与项目或本条件与条款直接或间接相关的任何个人，或提供不实的个人信息，包括但不限于为某一项目收集个人信息。

PRIOR MISCONDUCT

之前的不当行为

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.

您声明您目前或过去从不是任何证券、大宗商品或其他金融监管机构、自律组织或其他执法机构所发起的任何监管行动或执法程序的目标。您声明自己从未被除名、排除在外、暂停或禁止参与美国政府或州项目，包括但不限于监察长办公室发布的 List of Excluded Individuals/Entities (LEIE)、the Office of Foreign Assets Control of the U.S. Department of the Treasury 发布的 Specially Designated Nationals List 或 System for Award Management (SAM)。如果您的上述状态发生任何变化，您应立即通知 Guidepoint。

ADVISOR TUTORIAL

顾问教程

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.

您在此声明您已经完成 Guidepoint 的[顾问合规教程](#)，您同意在参与每一个项目之前的 12 个月内，您至少完成一次顾问合规教程。如果您未能在上述时限内完成顾问合规教程，Guidepoint 有权扣留您任何相关项目的咨询费。您也在此声明，您已经阅读过[关键规则摘要](#)、[常见问题](#)和 Guidepoint 网站上的其他[合规](#)页面至少一次。

ACCURACY OF INFORMATION

信息准确性

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.

您对您提供给 Guidepoint 信息（您的“顾问信息”）的准确性和完整性负有唯一责任，您明白 Guidepoint、客户和第三方可能且将会依赖您的顾问信息。您同意在您申请和收到任何进一步查询时，您向我们提供的是准确和最新的相关履历信息，包括但不限于您目前和以前的就业经历、您提供咨询服务所面临的任何冲突或限制。根据您的或其他来源的进一步信息，我们可能会修改您的顾问信息，您认可您有持续的义务监控您的顾问信息的准确性，并对任何变化进行及时更新。

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.

作为合规筛查的一部分，Guidepoint 及其客户保留通过内部或第三方服务对您进行背景调查和核实您的职业与教育经历的权利。

PRIVACY

隐私

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 (<http://www.guidepointglobal.com/privacypolicy.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 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.

您同意 Guidepoint 可以收集、整合并保留您的信息，信息来源包括但不限于您本人、您通过 Guidepoint Global Advisors 进行的活动以及第三方来源（以下简称“个人信息”）。Guidepoint 将根据 Guidepoint 隐私政策处理个人信息，隐私政策现附于此供您参考（<http://www.guidepointglobal.com/privacypolicy.html>）。如果您 Guidepoint Global Advisors 的成员身份结束，只要 Guidepoint 根据其当时条款中的隐私政策给予个人信息保护，您同意 Guidepoint 可以保存您的个人信息。您同意 Guidepoint 可能使用和共享您的个人信息，其目的包括但不限于：就您参与 Guidepoint Global Advisors 的相关事宜与您取得联系，管理您的 Guidepoint Global Advisors 成员资格，执行合规政策和程序，包括获得您参与项目所需的批准和同意，宣传 Guidepoint 的服务，遵守适用的法律和满足政府当局的要求。您同意 Guidepoint 还可以利用个人信息来管理、改善和宣传其业务。您同意我们可以依法透露个人信息以保护 Guidepoint 的权利，或为了防范、侦查或披露犯罪。您同时了解，法律或客户的合规政策可能会要求客户披露与您进行的项目相关的个人信息，您授予 Guidepoint 与其客户进行上述披露的权利。Guidepoint 不得将个人信息出售给任何第三方营销人员或类似机构，或公开披露该个人信息，除非得到您的允许或者我们认定这是对法律、法规、条例、政府要求和法律程序的适当回应。

SANCTIONS

制裁

You represent that: (1) you are not, and have not been, the subject of any economic sanctions, embargoes, or debarment maintained by the United States, the United Kingdom, the European Union, or the United Nations; (2) you do not, and will not, reside in any country or region that is subject to comprehensive sanctions; (3) you will comply with all applicable sanctions; and (4) you will not cause Guidepoint to be in violation of any such sanctions. You agree that you will not act for, or provide or confer a benefit directly or indirectly to, or facilitate or support a transaction by,

- (i) any government, individual, entity or vessel on applicable sanctions lists or
- (ii) any country or region subject to comprehensive sanctions in violation of U.S., UK, or EU law.

You agree to immediately notify Guidepoint in the event of any material changes to your sanctions compliance status.

您声明：（1）您不是，也未曾是美国、英国、欧盟或联合国实施的任何经济制裁、禁运或除名的对象；（2）您不居住，也不会居住在任何受到全面制裁的国家或地区；（3）您将遵守所有适用的制裁；（4）您不会导致 Guidepoint 违反任何此类制裁。您同意不代表任何被列入适用制裁名单的政府、个人、实体或船只，

（i）亦不直接或间接为其提供或授予任何利益，

（ii）也不促成或支持与受美国、英国或欧盟法律全面制裁的国家或地区有关的任何交易。

您同意，一旦您的制裁合规状况发生任何重大变化，将立即通知 Guidepoint。

APPLICATION OF THE TERMS & CONDITIONS

条件与条款适用性

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 if you terminate a Project early for purposes of complying with these Terms & Conditions.*

通过成为顾问，您向我们声明并保证，您符合本条款所列出的每一个条件、协议、认可、陈述、契约、保证和其他义务。作为一名顾问，您须在任何项目期间本着良好诚信的态度，尽您最大的能力提供信息，并始终遵守本条件与条款。您理解并认可每一位 Guidepoint 员工、分支机构、分支机构员工与客户都是本条件与条款的预期第三方受益人，因此有权要求您遵守本条件与条款。在某些情况下，客户可能会要求您就特定项目做出额外的声明、认可或协议，您理解并认可客户可能依赖于上述的额外声明、认可与协议，并有权要求您遵守。另外，客户可能要求您就特定项目签署单独协议，Guidepoint 将不会审查此类单独协议和/或任何相关文件，并拒绝对上述单独协议的内容承担任何和全部责任，以及上述单独协议会导致或与之相关的任何后果。我们建议您在签署任何单独协议之前，就您的处境和任何您可能有的问题咨询您自己的律师。若任何项目或其他活动会导致您违反本条款，您必须拒绝参加或拒绝继续，并立即告知我们原因。我们通常不参与您与客户的交流，对于我们安排的项目，我们不会以任何方式对您承担任何责任。您全权负责确保您持续遵守本条款。若有涉及本条款实际、据称或潜在的违反情况，您同意全权配合任何相关质询。为了鼓励您保持谨慎并小心遵守本条件与条款，若您为了遵守本条件与条款而选择提早终止某一完整项目，您可以为这一项目提交付款请求。若您为了遵守本条件与条款而提早终止项目，您必须立即发送邮件至

Compliance@guidepoint.com 告知 Guidepoint。

CONFIDENTIALITY

保密

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.

在未获得 Guidepoint 明确书面许可（Guidepoint 有权自行决定不给予许可）的情况下，您应严格保密并同意不传递、透露或披露 Guidepoint、Guidepoint Global Advisors 或其客户的“保密信息”。“保密信息”包括有关或涉及 Guidepoint、Guidepoint Global Advisors、任何 Guidepoint 分支机构或任何客户的任何及所有非公开信息，不论该信息采用任何形式或媒介，不论是书面、口头或其他方式，该信息包括但不限于任何客户和客户员工的姓名、任何客户提出的问题、讨论的主题、共享的信息或材料、Guidepoint 或任何客户表达的观念或委托的工作。若适用法律要求您透露保密信息，您同意您将立即通知 Guidepoint，并充分配合 Guidepoint 行使任何权利或豁免权，从而在适用法律允许的范围内避免保密信息的披露。除本条款明确允许的用途之外，您不得将保密信息用于任何其他用途。在不限制上述规定的前提下，您不得使用保密信息获取个人利益（包括用于投资或交易决策）。您所负有的保密义务始终存在，直到该保密信息成为公众信息且可为公众所用，且该公开并非由于您或任何负有保密义务的其他人的披露所导致的。

PROJECTS

项目

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.

您只能接受 Guidepoint 单独安排或明确批准的与 Guidepoint 客户开展的项目。如果客户要求进行额外的项目或工作，您必须在开始工作之前获得我们的明确批准。若您参加的任何项目并非由 Guidepoint 单独安排或明确提前批准

的，即使该项目是 **Guidepoint** 安排项目的后续，您也不会得到报酬。如果您受 **Guidepoint** 邀请为客户做一个项目，您可以在邀请发出的 24 小时内接受或拒绝。已接受的项目应在邀请发出的五个工作日内做出安排。除非得到我们的明确批准，否则您为项目的准备用时不应超过 15 分钟。未经 **Guidepoint** 事先书面同意，您不得邀请任何第三方参与任何项目。我们对您将收到的项目请求频率或数量不作出保证。您理解并同意某些 **Guidepoint** 客户可能会选择对其人员与顾问之间的咨询进行录音和/或文字记录，并且 **Guidepoint** 无权获得或控制任何此类录音或文字稿。您同样理解并同意，客户的合规人员可能会在没有事先通知、并不宣布自己加入咨询的情况下听取咨询。客户有时可能希望邀请您作为某一活动的演讲嘉宾。如果您同意参加此类项目，您同意客户可以使用您的姓名、照片和履历资料来宣传此类活动。为了获得您的项目报酬，您同意免责 **Guidepoint**、**Guidepoint** 各方（定义参见下文免责条款）与 **Guidepoint** 客户，使其免受任何与一切索赔与责任，包括但不限于任何对诽谤、诋毁、隐私权侵犯、公开权侵犯或商业利用姓名和肖像的索赔。我们期望您按照最高的行业做法，及时、认真、专业地履行所有项目。

RECORDING AND TRANSCRIPTION

录音与文字转录

You are not permitted to record and/or transcribe any consultations and/or any other services related to any Projects through the use of AI tools, personal devices, or other methods. 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.

严禁使用 AI 工具、个人设备或其他任何方法与与项目相关的任何咨询及/或其他服务进行录音和/或转录。您了解并同意，**Guidepoint** 的某些客户可能会选择对其员工与顾问之间的咨询进行录音和/或文字转录，且您不可查看或控制任何此类录音或文字转录稿。若 **Guidepoint** 获知客户将对您的咨询进行录音和/或文字转录，**Guidepoint** 会通过合理的政策与流程确保在咨询之前事先获得您的许可。**Guidepoint** 不对任何录音和/或文字转录的内容和/或质量负责。

PAYMENT

付款

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 to the number of full minutes completed. 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 and will receive a U.S. Internal Revenue Service Form 1099, 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 (<http://new.guidepointglobaladvisors.com>). Guidepoint may engage third-party vendors in your geographic region in order to facilitate payments to you. *Advisors must submit invoices for payment within 45 days after completion of any Project.*

您的报酬将根据您和我们共同商定的、您一贯的咨询费率支付。除非您与 Guidepoint 另有书面约定，否则您参与咨询的费用应按照每次咨询的完成时长的整分钟数计算。每次咨询的持续时间由 Guidepoint 的客户自行决定，可能会与预定的咨询时长不同。除非咨询已完成，且按照本条款进行，否则您将不会收到参与咨询的费用。除非您与 Guidepoint 之间另有书面约定，否则您不会因未进行的咨询而获得报酬，即使此类咨询事先有过安排。若您想要更改您的咨询费率，您必须向我们发出书面通知。在 Guidepoint 向您书面确认变更后的咨询费率之前，您的咨询费率变更不会生效。在 Guidepoint 就任何特定项目与您联系后，您不得更改您的费率，故您的新费率仅适用于未来的项目。未经 Guidepoint 事先书面同意，您不得向客户透露您的费率和财务安排。我们的付款系统可以接受顾问的雇主设定的咨询准则，包括将款项共同支付给顾问和他或她的雇主、直接付款给顾问所在的机构或顾问指定的慈善机构。顾问会被要求向 Guidepoint 提供其纳税识别号。我们会按要求提供 U.S. Internal Revenue Service 1099 表格。在顾问完成咨询工作后，顾问需要通过 Guidepoint Global Advisors 网站

(<http://new.guidepointglobaladvisors.com>) 提交付款请求，通常在请求提交的 15 天之内，款项会被支付。

Guidepoint 可能会与您所在地理区域的第三方供应商合作，以便于向您付款。顾问必须在任何项目完成后的 45 天之内提交付款申请。

INDEPENDENT CONTRACTOR STATUS

独立承包人

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.

我们理解并同意，您可以以独立承包人与顾问的身份履行本条款下的任何服务，您进一步理解并认可您无权代表 Guidepoint 行事或发言，或声称您具有上述权力。您将不被视为 Guidepoint 或其任何客户的员工，且您无权享受 Guidepoint 或其任何客户提供的任何福利。您不得向任何个人或实体声称您是 Guidepoint 或其任何客户的员工。您同意，针对您因履行本条件与条款下的服务而收到的任何款项，您将自行负责并承担任何及一切相关税款与应付款项。本条件与条款中的任何内容均不会在您、Guidepoint 或其客户之间建立合作关系、合资企业、委托人-代理人关系或其他类似关系。您在此声明，您是以个人身份加入 Guidepoint Global Advisors，并非作为任何实体或个人（包括但不限于任何投资顾问）的代理人或代表，Guidepoint 与上述实体或个人之间另有书面约定的除外。

TERMINATION

终止

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.

您可以通过向我们提出书面通知的方式，随时终止您的 Guidepoint Global Advisors 成员身份。同样的，Guidepoint 可以在不事先通知的情况下，在任何时间以任何理由终止您的 Guidepoint Global Advisors 成员身份。

终止后，双方依旧需要承担本条件与条款规定的、终止后依然有效的责任，包括但不限于隐私、条件与条款适用性、保密、不招揽、知识产权、免责、责任限制、仲裁、适用法律与地点、其他。

NON-CIRCUMVENTION; NON-SOLICITATION

禁止逾越、禁止招揽

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.

在您完成与客户的项目之后，您同意不得出于任何原因直接联系客户，不得在未获得我们提前同意的情况下，向客户提供任何客户未要求的信息或礼品。您进一步同意，针对您经由 **Guidepoint** 认识的客户，在完成任何项目后的一年以内，您不得绕过 **Guidepoint**，在未获得我们提前书面同意的情况下，有意招揽、与客户谈判、与客户签署任何协议或进行其他安排（不论口头或书面），以向该客户提供服务。您还同意，无论出于何种理由，在您与我们的关系终止后的一年时间内，您将不会直接或间接地雇佣、聘请任何您通过我们介绍才得以认识的 **Guidepoint** 或其客户员工，或向其求职。

INTELLECTUAL PROPERTY

知识产权

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. 针对与您履行服务相关、您分享或创建的内容，您负有全部责任。您在此声明，您向 **Guidepoint**、其客户或第三方提供的、与您履行服务相关的材料均为您所有，或您已经获得了任何必要的权限或许可，不论何种材料形式或格式（以下简称为“IP”，即知识产权）。您创造的与任何客户项目相关的 IP，均属于发起项目的客户所有，客户可以根据适用法律以及客户与 **Guidepoint** 的协议，将上述 IP 用于任何用途。若您的任何发明、发现或改进是以您在项目期间为客户创造的任何 IP 为基础的，则上述发明、发现或改进以及其包含的所有知识产权，均全部归客户一方所有。任何您在任何项目之前或独立于项目创造的 IP（下称“顾问 IP”）依然为您的资产。但是，若您在与项目相关的情况下，与客户分享或向客户提供了任何顾问 IP，则您将自动授予该客户永久有效、全球范围内、无授权费且可转让的该顾问 IP 许可。在不限制上述规定的前提下，您还同意，每位客户可以自由使用您与客户分享或向客户提供的任何 IP 中所包含的任何想法、概念、专有技术或方法，并将其用于任何用途，包括但不限于使用上述信息设计、制造、推广及销售产品和服务。

INDEMNIFICATION

免责

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.

您同意，对于由于您违反或违背本条件与条款中的任何及全部条款所直接或间接导致、引发或与之相关的任何及一切法律行动、诉讼理由、索赔、控告、要求、成本、开销、损失（包括律师费与开支）以及责任，您将确保 Guidepoint 与其分支机构、以及他们分别的高管、董事、员工、成员、管理成员、经理、代理、代表、继任者与受托人免于承担责任，并不受到任何损害。

LIMITATION OF LIABILITY

责任限制

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.”

您同意在任何情况下，对于您提供的服务、您作为顾问的其他行为、您与 **Guidepoint** 各方或客户的往来所导致的、或与之相关的任何间接、偶然、随之发生的、惩戒性或惩罚性赔偿，**Guidepoint** 各方将不对您或任何其他方负有责任。**Guidepoint** 对您面临的任何第三方发起的索赔概不负责。在任何情况下，对于 **Guidepoint** 各方因与本条款相关的任何行为所导致的、或与之有关的责任，上述责任的最高累计金额不得超过上述责任据称出现的当月 **Guidepoint** 为相关咨询或调查向您支付的费用。**Guidepoint** 同意，只要损失并非由于您未能履行本条款，或您的行为构成了重大过失或有意不当行为，或并非与上述情况相关，您将无需承担因履行本条款下的服务所出现的间接、偶然、随之发生的、惩戒性或惩罚性的损失。本段内的条款共同组成了“责任限制”。

ARBITRATION, GOVERNING LAW AND VENUE

仲裁、适用法律与地点

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.

本条件与条款的有效性、解释、履行与执行应当受纽约州法律管辖，且不考虑法律原则的冲突。任何由本条件与条款造成、或与本条件与条款有关的纠纷、争议或索赔均只能根据生效的 **AMERICAN ARBITRATION ASSOCIATION** 规定，通过在纽约举行的仲裁最终全面解决。针对与本协议相关的任何上述纠纷、争议或索赔，您在此无条件且不可撤回地放弃您可能有的获得陪审团庭审的权利。仲裁员可以在本仲裁协议的范围内，给予任何他或她认为公正公平的补救措施，但仲裁员所给予的补救措施在任何情况下均不得违反责任限制，或与责任限制不一致。仲裁员的裁决将是最终裁决，并具有法律约束力，判决可在任何拥有管辖权的法院进行。您在此无条件且不可撤回地接受纽约联邦法院与州法院的管辖。

MISCELLANEOUS

其他

We may modify these Terms & 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, 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.

我们可能会不定期修改本条件与条款，并在我们的网站 www.guidepoint.com 上发布修改内容。除非发布时另有说明，否则所有修改将在发布后即时生效。如果您不同意某一处修改，您只能选择终止您的 **Guidepoint Global Advisors** 成员身份。若在任何修改生效后，您继续作为顾问参与工作，那么这表示您接受上述修改。若任何一方未能或延迟履行任何权利、权力或权限，这将不得被视为自动放弃，任何单一或部分的行使行为将不会阻止任何权利、权力或权限的任何其他或进一步行使。未经我们事先书面同意（我方有权自行决定不予批准），您不得对本条件与条款或任何依此的权利、利益或义务以法律运用或其他方式，进行部分或全部的分配、委托或转让，您未经事先书面同意而进行的任何分配、委托或转让均无效，且不具有任何法律效力。本条件与条款和条件具有约束力，仅适用于您、**Guidepoint**、**Guidepoint** 各方与客户的利益。本条件与条款使用的“包括”一词在所有情况下均指“包括但不限于”。在所有可能情况下，对本条件与条款各项规定的解释应在适用法律下有效且成立，但若该条件与条款的任何规定在任何方面被认定为无效、非法或不可执行，则其无效性、非法性或不可执行性将不会影响本条件与条款的任何其他规定，应在不包含此类无效、非法或不可执行的规定的规定的前提下调整、解释和执行这些条件与条款。