

Gerson Lehrman Group, Inc. (*Gerson Lehrman Group or GLG*) offers clients access to subject matter experts (such services, the “Services”) through The Gerson Lehrman Group Councils, a network of industry professionals, consultants and other individuals (“Council Members”) who are industry consultants to our firm and clients. Gerson Lehrman Group arranges Projects (as defined below) with Council Members who are instructed to provide education and insights based on their experience and non-confidential information. Council Members are also instructed not to reveal, and you shall not knowingly seek out from them, any material nonpublic information or confidential information concerning any company or entity with which they have or have had a consulting, advisory, employment or other relationship. You understand that a Council Member's capacity to consult may be limited by other research collaborations or obligations they may have to entities or institutions with which they are affiliated or employed. To the extent you know about any such limitations or obligations, you agree to respect them in your interactions with Council Members. You confirm that you shall not use the Services at any time in violation of law or in violation of your obligations to third parties.

You agree not to speak with Council Members through GLG to solicit them for fundraising purposes (including requesting introductions to or making personal requests of third parties on your behalf) or to advocate for your organization or cause. Further, you agree not to speak with Council Members through GLG to market your products or services (“your products”) to them, or in any manner to encourage or influence Council Members to use, purchase, prescribe, arrange for the purchase or use, refrain from the use or purchase, recommend to others the purchase, prescription or use or the refraining from the purchase, prescription or use of, any particular products or services. You further understand and agree that you cannot select particular Council Members as a means to compensate them for their past or future use of your products or activities on your behalf. You further agree to defend and hold Gerson Lehrman Group harmless and free of all liability and costs of defense (including reasonable attorneys fees) that result from your actions except to the extent that any such liability results directly from the recklessness or willful misconduct of Gerson Lehrman Group.

You understand that Council Members are not permitted to provide advice or recommendations on stocks or other investments. Council Members who are lawyers have no attorney-client relationship with you, and Council Members that you consult with do not represent you. Council Members who are lawyers may provide general legal information, but they cannot provide legal advice. For example, you may not ask Council Members who are lawyers for their advice on what you should do in your particular situation. If you desire legal advice, you should engage legal counsel. You expressly waive any objection to a Council Member who is a lawyer representing, either now or in the future, any third party whose interests may be materially adverse to you, to the extent that your objection is based upon such Council Members participation in a Project for you. If you have any questions regarding the foregoing, you may wish to consult legal counsel before contacting the Council Member. Similarly, Council Members who are doctors are not permitted to provide medical advice and Council Members who are accountants are not engaged by you and have no fiduciary duties to you.

These policies are intended to enable our Council Members to satisfy themselves that all consultations will be considered the provision of education and/or insight rather than professional, legal or investment advice, and that you agree not to hold

Council Members responsible for the accuracy or completeness of the information they provide you. You understand that each Council Member who works on a Project for you is an intended beneficiary of these usage policies and the covenants and agreements made by you under these Usage Policies.

RESPONSIBILITIES OF COUNCIL MEMBERS

Council Members are independent contractors to Gerson Lehrman Group who have agreed to comply with the Terms and Conditions of Council Membership in substantially the form available from time to time at <http://www.glgresearch.com/TandC.aspx> (the “Terms and Conditions”). Council Members each agree, among other things, to treat your inquiries and the information you may provide them as confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law or legal process. Council Members also agree to act in accordance with applicable laws and agreements or obligations that they may have. The Terms and Conditions expressly provide that Gerson Lehrman Group clients are intended third party beneficiaries to the Terms and Conditions.

Council Members are required to decline to participate in a Gerson Lehrman Group “Project” (i.e., a survey, consultation, seminar or other event, consulting arrangement, publication, or other written materials) if the Council Member is an employee of a company being examined in that Project or if the Council Member’s participation in the Project presents a conflict of interest. In addition, a Council Member must not participate or continue in a Project if doing so would breach any agreement they may have with or other obligation to any institution, employer, person, or other entity.

You acknowledge and agree as an express condition of your participation in our Service that no Council Member shall have, and you agree to release each from, any liability resulting from any Project or interaction with you, except to the extent that any such liability results directly from the recklessness or willful misconduct of such Council Member.

RESPONSIBILITIES OF GLG

Gerson Lehrman Group agrees to maintain the confidentiality of all confidential information observed by Gerson Lehrman Group or its employees regarding your inquiries with Council Members until such information becomes known to the public generally, excluding information GLG gathers as part of its efforts to profile Council Members and except to the extent that disclosure may be required by law, regulation or legal process. Your information will be held by us in the United States and may be transferred between and among the Gerson Lehrman Group companies around the world. In the event that Gerson Lehrman Group becomes aware of or reasonably believes that an employee acted in violation of the policies set forth in this paragraph in any material respect, Gerson Lehrman Group shall promptly notify you and will cooperate as reasonably requested by you to curtail such violation.

Gerson Lehrman Group relies on Council Members to provide accurate biographical or other descriptive information about themselves, and is not responsible for the content of Projects or the quality of Council Member services. You acknowledge and agree that Council Members are not employees of Gerson Lehrman Group but are independent contractors delivering services to you hereunder pursuant to the Terms and Conditions. Accordingly, Gerson Lehrman Group cannot ensure that the information provided by Council Members is correct or complete, and shall have no liability whatsoever arising from the actions or omissions of Council Members including, but not limited to claims by third parties relating to the actions or omissions of Council Members, the sole exception being Gerson Lehrman Group may be liable to you to the extent of its recklessness or willful misconduct in carrying out its responsibilities as set forth in the Responsibilities of GLG section of these Usage Policies.

LIMITATIONS ON USE

You agree to keep business information of the Gerson Lehrman Group and the participation of specific Council Members confidential until such information becomes known to the public generally and except to the extent that disclosure may be required by law, regulation or legal process.

You agree that your use of Services will be limited to that usage specifically authorized by Gerson Lehrman Group, is personal and limited to the organization executing these Usage Policies, and you may not share or allow Services to be used by affiliates or any third party, unless mutually agreed upon. You may use and apply in your business the opinions and insights you obtain during Projects, but you may not identify or quote Council Members or attribute insights or opinions to Council Members or GLG without the prior written consent of Gerson Lehrman Group. You agree that you will not use Services to compete directly or indirectly with Gerson Lehrman Group or any of its Services. You agree that any written materials provided to you in connection with a Project or the Services are for your own use and you may not redistribute, disseminate, publish, or display such material, in whole or in part, to any third parties without the prior written permission of Gerson Lehrman Group, except to your regulators and professional advisors on an as needed basis. If you wish to produce materials for redistribution, in whole or in part, in a manner not permitted by this paragraph, such Services may be separately contracted for and provided pursuant to a separate Schedule.

We understand that you have many relationships in place, however, for Council Members you first encounter through the Gerson Lehrman Group, you specifically agree not to knowingly employ or engage them directly or indirectly for consulting of a similar nature to that available through Gerson Lehrman Group, including in-person visits, surveys, telephone consultations or any other interaction, and not to purchase or license any content from them, without the involvement of or prior written permission from Gerson Lehrman Group for a period of one year from the most recent Project with or introduction to such Council Member or through the end of your commercial relationship with GLG, whichever is later. For purposes of this paragraph, "introduction" to a Council Member shall mean the identification of such Council Member to you for a Project or by virtue of your access to our Services. You agree not to compensate any Council Member for work on your Projects except through Gerson Lehrman Group. You agree that nothing in these Usage Policies shall prevent Gerson Lehrman Group from supplying Services to other parties or you from using preexisting relationships or relationships developed independently of your relationship with us.

LIMITATION OF DAMAGES

In no event shall either party be liable to the other party, or to any third party, for any lost profits, incidental, consequential, punitive, special, or indirect damages arising out of or in connection with the Services or these Usage Policies, even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise. Notwithstanding the foregoing, Gerson Lehrman Group shall be entitled to recover for specific business opportunities lost as a result of your knowing or reckless breach of your obligations under the Limitations on Use section of these Usage Policies.

MISCELLANEOUS

These Usage Policies shall be governed by and construed in accordance with the laws of the State of New York. There are no implied rights or remedies, statutory or otherwise, not specifically set forth in these Usage Policies. Gerson Lehrman Group may terminate your access to Services at any time at our sole discretion. There are no third party beneficiaries to these Usage Policies except as expressly set forth herein.

You consent to Gerson Lehrman Group's inclusion of your entity name and Logo on Gerson Lehrman Group's website, client roster and marketing materials, and upon Gerson Lehrman Group's request, you will issue a press release approved by Gerson Lehrman Group announcing your relationship with GLG. You further agree that, to the extent you are satisfied with the Services, you will provide and endorse testimonials regarding Gerson Lehrman Group's Services for Gerson Lehrman Group's promotional use.

Any dispute, controversy or claim, whether in tort, contract or otherwise, that arises from or relates to these Usage Policies, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by a single-arbiter arbitration held in New York City under the rules of the American Arbitration Association (the "AAA") in effect from time to time. The claims shall be governed by laws of the State of New York, without regard to New York's conflict of law rules, and the enforceability of this arbitration agreement shall be governed by the Federal Arbitration Act. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Arbitrations arising from the same or related claims may be consolidated in one arbitral proceeding.

The signatory below certifies that he or she has the power to act on behalf of the company listed, and that, when executed, these Usage Policies shall be legally binding upon such company.

Company Name:	
Signature of Authorized Person:	
Printed Name:	
Title:	
Date:	

PLEASE FAX THIS SIGNED DOCUMENT IN ITS ENTIRETY TO GERSON LEHRMAN GROUP'S CONTRACT ADMINISTRATOR AT +1 212 658 9949