

**Last updated May 14, 2018**

## **TERMS AND CONDITIONS OF COUNCIL MEMBERSHIP**

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY AND SIGN BY ENTERING YOUR NAME AND TODAY'S DATE IN THE SPACE PROVIDED BELOW.

These terms and conditions of council membership ("Terms & Conditions") in the Gerson Lehrman Group Councils<sup>SM</sup> (the "GLG Councils") supersede all prior versions of the Terms & Conditions previously in effect between Gerson Lehrman Group, Inc. and/or its subsidiaries and affiliates (collectively, "Gerson Lehrman Group<sup>®</sup>" or "GLG") and you. You agree that your use of any of GLG's websites (including, for example, the Consulting Management Platform ([councils.glgresearch.com](http://councils.glgresearch.com))), is subject to that website's terms of use, except to the extent those terms conflict with these Terms & Conditions, in which case these Terms & Conditions shall control. The English version of these Terms and Conditions shall control over any translations.

## **OVERVIEW AND ACTIVITIES**

The GLG Councils are groups of professionals and consultants in various industries and specialties who educate and share insights with financial and business leaders and other organizations and professionals ("Clients"). GLG provides opportunities for Council Members<sup>SM</sup> to participate in different types of projects ("Projects"), such as telephone consultations and online surveys. Council Members who qualify for Member Programs<sup>SM</sup> (described below) may be eligible to participate in additional types of Projects, including Projects that require greater time commitments. Additionally, Council Members may be eligible to participate in other non-Project activities and interactions through GLG ("Platform Activities"), such as:

- receiving rewards for referring friends and colleagues to the GLG Councils and Platform Activities;
- selling reports and other syndicated content through GLG's online marketplace and/or third party partner sites;
- participating in discussions with other Council Members and/or Clients; and
- engaging in other networking and educational opportunities.

## **MEMBERSHIP POLICIES**

By signing these Terms & Conditions, you represent that you have completed the Council Member Tutorial and that you are permitted to join the GLG Councils.

In particular, you confirm that you are not prohibited or limited in any way from participating in the GLG Councils by any contract (e.g., employment, consulting, confidentiality, or non-disclosure agreements), your current employer's policies or codes of conduct if you are employed, or any similar policies or obligations that limit your conduct in any way. Further, to the extent your ability to consult is limited in any way, you confirm that you have obtained all necessary consents or waivers (e.g., the consent of your employer, any company or organization for which you have consulted, or any affiliated academic or government organization) to participate as a Council Member. It is your responsibility to determine whether you are permitted to join the GLG Councils.

As a Council Member, you acknowledge and agree to the following: (i) you are a non-agent independent contractor of GLG; (ii) you have no authority to act on behalf of GLG; (iii) you are not eligible for any GLG or Client employment benefits based on your participation in the GLG Councils; (iv) you shall not identify any Client or GLG as your employer; (v) you are joining the GLG Councils in your individual capacity and not as a representative or on behalf of any other entity (such as past or present employers), except as otherwise agreed in writing between such entity and GLG; and (vi) GLG, in its sole discretion, may determine your eligibility for membership in the GLG Councils.

If you are in any way unsure about your ability to comply with these Terms & Conditions, then you must decline to participate as a Council Member.

## **PARTICIPATION IN THE GLG COUNCILS**

At all times during your participation in the GLG Councils, you agree to act in good faith, in a professional and workmanlike manner, to the best of your ability, and in accordance with these Terms & Conditions and all applicable laws and regulations. When engaging in Projects or Platform Activity, you agree to abide by any obligations you may have that limit what you can discuss or the scope of your participation in the GLG Councils.

YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY PROJECT OR PLATFORM ACTIVITY THAT PRESENTS A CONFLICT OF INTEREST OR WOULD RESULT IN A VIOLATION OF ANY APPLICABLE LAW, THESE TERMS & CONDITIONS, OR YOUR OBLIGATIONS TO PAST OR PRESENT EMPLOYERS OR ANY OTHER THIRD PARTY.

During the course of your participation in the GLG Councils you SHALL NOT disclose confidential information, which includes:

- Material, nonpublic information (MNPI), including MNPI related to any company, security, industry, or pending government action or legislation;
- Proprietary information, including trade secrets, copyrighted information, business information, belonging to past or present employers, companies for whom you have consulted, or any other third party;
- Non-public or confidential information related to pending government action or inaction;
- Information that you have a duty or have agreed to keep confidential (e.g., by contract, fiduciary duty, etc.);
- Information that was disclosed to you or to which you were permitted access under the assumption or expectation that you keep it confidential; and
- Information you believe may be confidential.

Additionally, you will not disclose any information that you are otherwise prohibited from disclosing under applicable law or which might result in your breach of any regulatory, legal, ethical, or professional standard or rule.

You further agree to the following:

- If you are an employee or director of a company, you will not (i) discuss or disclose that company's information (such as its performance, strategy, processes, operations, or internal metrics), (ii) accept or engage in any Projects or Platform Activities about that company, or (iii) consult for any Client you reasonably believe to be a direct competitor of that company in each case without the express written consent of the company and GLG;
- If you are an auditor or former auditor, you will not consult about organizations that you or your employer currently audit or have audited in the last three years;
- If you have worked in the accounting or finance department of a company within the last year, you will not discuss accounting or financial issues relating to that company or its affiliates;
- If you are an employee or director of an entity issuing securities in an initial public offering (IPO) or that has made, or is the subject of, a tender offer, or an entity that has acted on behalf of such a company in connection with such tender offer, you will decline all Project invitations until the commencement of such offering or while the tender offer process is ongoing;
- If you are a lawyer, you will not give legal advice in connection with a Project or Platform Activity, and you do not establish an attorney-client relationship with Clients through Projects or Platform Activities;
- You will not give investment advice, including without limitation, rating or recommending any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security;
- You will not accept any compensation other than that provided by GLG for your work performed for Clients without first obtaining the express written consent of GLG; and
- You will not record or transcribe, or permit any third party to join (except with prior consent from GLG), your consultations with clients.

Additionally, note that most current government officials and government agency officials worldwide are ineligible to participate in the GLG Councils. If you are one of the few Council Members who are an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.), or any political party, party official, or candidate for political office, you agree not to discuss legislation, regulation, policy, contracts, or other business that you are in a position to vote upon or otherwise influence. Further, you agree to promptly notify GLG if you become an elected official, candidate for political office, or employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, public international organization, or political party.

GLG will, from time to time, inform you of additional rules that you are required to observe and specific topics that you are not permitted to discuss. You agree to observe these rules and any limitations we place on what you can discuss.

You represent that you have not been:

- Convicted of, plead guilty to, or admitted committing, a felony or any offense involving dishonesty or deception (e.g., theft, fraud, etc.);
- Subject to an order, judgment, action, or investigation of a court or any national or state regulatory or self-regulatory organization, such as the U.S. Securities and Exchange Commission (SEC), the Financial Conduct Authority (FCA), the Securities and Futures Commission (SFC) or Financial Industry Regulatory Authority (FINRA), relating to a violation of securities laws or an accusation of civil or criminal fraud or deceptive practices; or
- Named on the Excluded Parties List System (now consolidated at SAM.gov) maintained by the U.S. General Services Administration, the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, or any other similar list maintained by the U.S. or other nation or NGO.

Further, in the event you are, or have been in the past, accused of a felony or any offense involving dishonesty or deception, or sued for theft of corporate assets, fraud, breach of confidentiality or nondisclosure agreement, breach of fiduciary duty, or any similar action to promptly disclose that information to GLG by emailing [COMPLIANCE@GLG.IT](mailto:COMPLIANCE@GLG.IT).

While GLG reserves the right to verify this independently you agree to notify GLG immediately if your status changes with respect to any of these representations.

IF YOU BECOME CONCERNED WITH THE NATURE OF ANY INQUIRY OR PROJECT BY A CLIENT, A CLIENT ATTEMPTS TO INFLUENCE YOUR DECISIONS (E.G., WHAT DRUGS TO PRESCRIBE OR DEVICES OR SERVICES TO USE) IN ANY WAY, OR A CLIENT IS MARKETING PRODUCTS OR SERVICES TO YOU RATHER THAN CONDUCTING RESEARCH, YOU MUST DISCONTINUE YOUR PARTICIPATION AND NOTIFY GLG IMMEDIATELY BY EMAILING [COMPLIANCE@GLG.IT](mailto:COMPLIANCE@GLG.IT) OR CALLING +1 512-651-3700. To encourage you to err on the side of caution during your participation in the GLG Councils, in the event you discontinue a Project in order to comply with these Terms & Conditions and promptly notify GLG as described above, you may submit a payment request for the full time you set aside for the consultation. You agree to cooperate fully in any GLG inquiry concerning actual, alleged, or potential violations of these Terms & Conditions or any applicable law.

## **CONFIDENTIALITY OF GLG AND CLIENT INFORMATION**

While you are a Council Member and thereafter, you agree not to disclose or to attempt to use or personally benefit from (e.g., use to trade securities or make investment decisions) any Restricted Information (as defined below) that is disclosed to or known by you because of your participation in the GLG Councils until such time as the Restricted Information has become publicly available through no action of your own, except to the extent required by law or as expressly permitted by GLG for the purpose of facilitating a particular Project. The following should be considered strictly confidential: (1) the identity of Clients (e.g., do not list Clients on your resume, website, or any business networking profile); (2) information about Projects, including Project invites and lists to which you are granted access; (3) information about any actual or potential business, investment or trading decisions, or transactions of any Client; (4) materials and information provided to you by Client; or (5) any other nonpublic or proprietary information of GLG or its Clients (collectively, "Restricted Information"). If you are compelled by order of a court or other governmental or legal body (or have notice that such an order is being sought) to divulge any Restricted Information to anyone, you will promptly notify GLG, unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with GLG in protecting such information to the extent possible under applicable law. Upon request by GLG or the applicable Client, you agree to return or destroy all Restricted Information in your possession.

Notwithstanding the foregoing, if and only to the extent necessary, you may disclose the general topic and Client description to secure any required third-party consent to your participation in the GLG Councils or in a Project prior to accepting an invitation for that Project.

Some Projects or Platform Activities are collaborative, and involve working with other Council Members. You owe the same duty of non-disclosure to such other Council Members as you would to any Client under these Terms & Conditions. Additionally, if during the course of Projects or Platform Activities, you are first introduced to other Council Members, you may not, directly or indirectly, solicit those Council Members for projects or other engagements outside of GLG without the prior written consent of GLG.

## **COUNCIL MEMBER INFORMATION**

You agree to provide GLG with accurate and complete biographical information, including your current job status and at least two years of employment history, and to promptly update that information as it changes.

GLG or its Clients may ask you for other information about yourself, including your ability, availability, or suitability to consult on particular topics or in general. Collectively, such information about you, as well as any information in your GLG Council Member Profile and any photographs or images you choose to add to your profile, are your "Council Member Information." While GLG may revise Council Member Information on your behalf based upon information provided by you or other available sources, you are solely responsible for maintaining and updating your Council Member Information and ensuring its accuracy. You agree not to accept any Project or consult with any Client unless your Council Member Information is accurate, complete, and current. You understand that GLG, Clients, and GLG's third-party partners are entitled to rely on your Council Member Information.

You agree that GLG may, if it so chooses, verify your identity, conduct a background check on you, including through a third-party service, seek to confirm your employment history and education credentials, as well as check for any criminal history. GLG may also seek to verify the accuracy of the invoices you submit and confirm the substance of your discussions with Clients. You agree to cooperate with GLG as it conducts background checks and other verifications.

Clients may be required, by law or their own compliance policies, to disclose certain details of their interactions with you, including your name and the amount you were paid ("Required Client Disclosures"). You authorize GLG Clients, or GLG on their behalf, to make Required Client Disclosures and you agree to provide any additional information necessary to complete any Required Client Disclosures.

You consent to GLG contacting you by email, telephone, SMS, or otherwise, to process and administer details of your membership in the GLG Councils, to provide you with opportunities to participate in Projects or other Platform Activity, to

assist with required approvals and consents for Project participation, to comply with applicable laws and Client compliance policies, and to tell you about GLG's business.

## **DATA PROTECTION**

GLG will process Council Member information in accordance with GLG's [Privacy Policy](#). In the course of providing services, complying with its own contractual and regulatory obligations, and operating its business, GLG may process personal data in accordance with applicable data protection laws. Further information about GLG's processing activities can be found in the GLG [Privacy Policy](#), which is available on the GLG website. Additional copies of the GLG Privacy Policy are available on request.

The GLG Privacy Policy sets out relevant information regarding: (a) the collection and creation of personal data by, or on behalf of, GLG; (b) the categories of personal data processed; (c) the lawful basis for such processing; (d) the purposes of such processing; (e) the disclosure of personal data to third parties (including processors); (f) the international transfer of personal data; (g) the data security measures applied by GLG; (h) GLG's compliance with the principles of data accuracy, data retention and data minimization; (i) the rights of Data Subjects; (j) contact details for enquiries and the exercise of data protection rights; and (k) related information. The GLG Privacy Policy may be updated or revised from time to time without prior notice. You are encouraged to review the GLG Privacy Policy periodically.

In the event that you disclose the personal data of any third party to GLG, you shall, to the greatest extent permitted under applicable law, draw the attention of that third party to the GLG Privacy Policy, prior to making such disclosure.

You agree to process personal data you receive from GLG in accordance with the applicable provisions of these Terms & Conditions and the GLG [Privacy Policy](#).

## **ASSIGNMENT, ACCEPTANCE & SCOPE OF PROJECTS**

Your participation in Projects and Platform Activities is always at your discretion. GLG makes no representation regarding the frequency, quantity, or type of invitations to Projects or Platform Activities you will receive or in which you will be chosen to participate. Unless otherwise agreed in writing by GLG or stated in any Project invitation, you will be compensated only for the time you spend interacting with Clients on Projects at your agreed rate. You will not be compensated for preparation time, wait time, or time set aside if a Project with a Client does not occur. You may not assign Projects or Platform Activities or delegate any portion of your work to others (including without limitation to any other employees of your firm) without GLG's prior written consent.

All interactions must be set up through GLG or its systems. You are not permitted to share your contact information (either phone or email) directly with the Client without the written consent of GLG. If a Client contacts you without having arranged the Project through GLG, and you consult with the Client, you are not eligible for payment from GLG, even if the call is a follow-up to a recent Project that was arranged through GLG. Clients are not authorized to expand the scope of a Project except with GLG's written authorization.

## **COMMUNICATION WITH THIRD PARTIES**

In performing Project work on behalf of Clients, you are not to interact with third parties except with the written authorization of GLG. If authorized to do so, you agree to advise any third party with whom you interact that you are not seeking, and do not want, any confidential information, including material non-public information, and that he/she must comply with his/her existing obligations to any third parties, including past or present employers. Further, during these interactions the following conduct is strictly prohibited:

- presenting yourself under false pretenses or pretexts;
- describing yourself as working for or on behalf of GLG;
- identifying the Client on whose behalf you are acting (you may disclose the type of client firm without identifying such Client by name);
- hiring or engaging such person as an agent, subcontractor, or consultant without GLG and the Client's written consent;
- soliciting information that you believe the person, if he/she were a Council Member, could not disclose under these Terms & Conditions; and
- offering, giving, or attempting to give anything of value to anyone without GLG and the Client's written consent.

## **COMPLIANCE WITH ANTI-CORRUPTION LAWS**

You acknowledge that you are aware of, and have received training on, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Sapin II, as well as anti-corruption/anti-bribery laws in general, and commit yourself to abide by such laws. Therefore when performing work on behalf of GLG or its Clients you shall not accept, offer, promise, or pay any money, gift, or any other thing of value from or to any person:

- for the purpose of influencing official actions or decisions, while knowing or having reason to know that any portion of this money, gift or thing shall, directly or indirectly, be given, offered, or promised to (i) an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.) or (ii) any political party, party official, or candidate for political office;
- for the purpose of obtaining or retaining business or inducing any person to cease to act in good faith, impartially, or in accordance with a position of trust; or
- to improperly induce any person to provide you with information.

## **NON-SOLICITATION OF CLIENTS**

Membership in the GLG Councils is non-exclusive (unless you qualify for and are accepted into a tier or other program with an exclusivity component), and there is no minimum time commitment unless otherwise agreed in writing. As a condition to participation in the GLG Councils, for Clients to whom you are first introduced to through GLG, for a period of one year from the most recent Project with or introduction to such Client you agree not to knowingly solicit projects from or propose or agree to any kind of consulting, advisory (including directorships), or employment arrangement with such Client, either directly or indirectly, without the written permission of GLG. This provision does not prohibit you from being retained by a Client to provide legal advice. For a period of one year after the termination of your relationship with GLG, you also agree not to knowingly solicit for employment any employee of GLG or any Clients to whom you were first introduced due to your Council Member status.

## **MEMBER PROGRAMS**

Council Members who are enrolled in Member Programs may be eligible to participate in additional types of Projects, such as in-person or virtual meetings and events, written deliverables, and in-depth engagements. Council Members who are not enrolled in Member Programs are restricted to a limited number of telephone consultations and online surveys.

You acknowledge that GLG in its sole discretion may determine your eligibility for Member Programs or other programs that may exist from time to time. Note that participation in Member Programs or other GLG programs may require an additional written agreement, which supplements these Terms & Conditions.

## **COUNCIL MEMBER CONTENT**

You represent that any materials, regardless of format, that you submit, upload to a GLG website, or otherwise provide to a Client or to GLG, whether orally or in writing, (collectively, "Content") is your intellectual property or you have obtained any necessary permissions or licenses to such Content. You are solely responsible for your Content, and you agree not to submit Content that is unlawful, threatening, defamatory, profane, deceptive, misleading, infringes on the rights of another, or otherwise violates these Terms & Conditions.

## **Content Created For Client(s); Client Compliance**

As part of a Project, you may be asked to create content for individual Clients ("Project Content"). You hereby assign, convey, and transfer to Client all right, title and interest in and to the Project Content and agree that any Project Content shall be solely owned by Client. You further agree to cooperate with and sign all documents reasonably requested by Client to enable Client to secure, register and enforce in the U.S. and any foreign countries, copyrights in all works owned by or assigned to Client. Client may use Project Content for any purpose permitted under that Client's agreement with GLG, which may include reproduction, disclosure, transmission, publication, broadcast, and posting, unless otherwise agreed in writing by GLG and the Client. Content you create independently of, or prior to, any Project ("Retained Content", together with Project Content, "Content") remains your property and you retain all rights, title, and interest in and to such Retained Content; however, you grant the Client a perpetual, world-wide, royalty-free, and transferable license to use any Retained Content incorporated into any Project Content. Without limiting the foregoing, you agree that each Client is free to use any ideas, concepts, know-how, or techniques contained in any Content you transmit to that Client for any purpose whatsoever, including, but not limited to, developing, manufacturing, and marketing products using such information. Any inventions, discoveries or improvements that are based in full or in part on any Content and information you create for a Client in the course of a Project, and all intellectual property rights in such inventions, discoveries, or improvements, shall be owned entirely by and shall be proprietary to the Client.

You further consent to GLG's Clients recording and/or transcribing your consultations or other interactions with them ("Client Recordings"), and agree that any such Client Recordings are owned by GLG's Clients and may be used by such Client and GLG for any purpose permitted under that Client's agreement with GLG. As part of their compliance protocols, some Clients may have a professional or independent third party (in addition to the Client user(s) you will speak with) chaperoning phone consultations. On occasion, their presence may be unannounced (i.e., you will not be notified that they are listening). By signing these Terms & Conditions you consent to consultations being chaperoned and recorded at GLG Clients' election.

## **Other Content**

**Syndicated Content:** You retain ownership to Content that you submit for sale or license to Clients other than in connection with a Project ("Syndicated Content"); however, you provide GLG a limited license to market, promote and sell such Syndicated Content on its websites and otherwise, including by showing samples or limited portions of Syndicated Content to potential purchasers (including through third party partner websites), and to process Syndicated Content for use with GLG's automated search and suggestion systems.

**GLG Publications:** Content that you submit for publication by GLG ("Publications"), other than Syndicated Content, shall be owned by GLG and you shall retain no license to use such Content unless otherwise provided by GLG in the terms of such Publication.

**Recordings/Transcriptions:** GLG may invite you to participate in a Project for which your image and/or voice may be recorded and/or transcribed ("GLG Recordings") by GLG or its agents, such as at a live meeting, webcast, conference call, conference, interview, or other event. You agree, notwithstanding anything else in these Terms & Conditions, that GLG (or if applicable, the Client who records their Projects as facilitated by GLG) owns GLG Recordings and has the exclusive right to attribute GLG Recordings to you and to use, distribute, sell, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display GLG Recordings, in whole or in part, in original form or as edited or modified by GLG, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

**Content License:** For all Content other than Project Content, Retained Content, Syndicated Content, and Recordings, you grant GLG a perpetual, world-wide, royalty-free, transferable, and exclusive license to use, distribute, reproduce, publish, reprint, modify, adapt, sublicense, and publicly display such Content, in whole or in part, in original form or as edited or modified by GLG, in all languages and forms, for any commercial or noncommercial purpose unless otherwise agreed in writing.

**Content Release & Indemnification:** You additionally release GLG, and any and all persons acting under its permission or authority from any claim, liability, or action in law, including any claims for defamation, copyright infringement, or invasion of privacy, arising in connection with your Content. Further, you agree to indemnify, defend, and hold harmless GLG and its Clients from and against any third party claim that your Content or the use of your Content infringes upon any patent, trademark, copyright, trade secret, or other intellectual property right.

## **RELIANCE BY CLIENTS**

These Terms & Conditions are intended to benefit Clients. Clients expect that all Projects will be carried out in accordance with these Terms & Conditions and applicable laws and that, among other things, they will not receive any confidential information, including material non-public information, and their own Restricted Information will not be disclosed. Clients may from time to time request that you confirm any part of these Terms & Conditions, and any additional terms or compliance policies required by Clients as a condition to your participation in or payment on a Project ("Confirmations"). You agree that, to the extent you have provided any Confirmations, you shall be obligated to honor such Confirmations in addition to these Terms & Conditions, and that the applicable Client shall have the right to directly enforce your compliance with such Client's Confirmations, if any. You understand that other Council Members, each Client, and the person with whom you may engage in any Project or Platform Activity is an intended beneficiary of these Terms & Conditions and the covenants and agreements made by you hereunder, and that Clients, as third-party beneficiaries of these Terms & Conditions, have the right to directly enforce your compliance with these Terms & Conditions.

## **POST-PROJECT ATTESTATION**

You acknowledge that GLG and/or Client may require you to attest to your compliance with these Terms and Conditions and certain other additional terms and compliance policies after the completion of a Project, including confirmation that during the Project: (1) you did not disclose to the Client any confidential, including material nonpublic, information, or any information obtained under a duty of trust, or unlawfully or inappropriately, , (2) you did not breach any obligation to a third party, including an employer or former employer, (3) you complied with, and will continue to comply with, the Terms & Conditions of Council Membership and GLG's compliance policies and procedures, and (4) you will not use, or disclose to third parties, any information you have obtained from the Client. You agree to immediately notify GLG if you believe that there was a violation of these requirements by emailing [COMPLIANCE@GLG.IT](mailto:COMPLIANCE@GLG.IT) or calling +1 512-651-3700. You further agree that by invoicing GLG for any Project, you are attesting to the above conditions related to the Project.

## **PAYMENTS**

You are responsible for providing your or your organization's payment details on your GLG Council Member profile page and keeping such information up-to-date. If you are employed, you must follow your employer's policies that may relate to payment by GLG. Unless stated otherwise, within 30 days of completion of a Project, unless otherwise agreed in writing, you must request payment through the GLG Councils website for the work you performed on the Project. To the extent any post-project attestations are required in connection with a project, those attestations must be provided in order to receive payment. Payments will be based on the applicable rate in your profile upon Project acceptance unless otherwise

agreed in writing by GLG or as specified in the Project invitation. For phone consultations you will be compensated for the total number of minutes spent on the phone with Clients (as recorded in GLG's systems). Any partial minutes will be rounded down to the nearest whole minute. If you or your employer has specified that payments be remitted to your employer, you agree, so long as your relationship with your employer exists or until your employer provides otherwise in writing, that payments will be made to your employer.

Payment terms for Platform Activities, to the extent applicable, will be made in accordance with the terms set forth on GLG's websites regarding the particular Platform Activity or as otherwise agreed in writing by GLG. GLG does, however, reserve the right to combine any payments due to you.

In the event that a Client disputes your request for payment or the quality of your work on a Project or Platform Activity, GLG may withhold payment until such dispute is resolved. You agree that in the event of any such payment dispute, GLG has the sole and final authority to resolve such dispute in GLG's reasonable discretion, and you agree to be bound thereby. You further understand and agree that you have no right to payment for a Project or Platform Activity to the extent GLG reasonably determines you have violated these Terms & Conditions or GLG's compliance rules, including but not limited to providing incorrect information in your GLG Council Member Profile or referring third parties in violation of law or GLG's referral rules, and to the extent you have already received payment for Projects or Platform Activities involving such violations, GLG shall have the right to recover such payments in full.

GLG may require you to provide additional information (including your Social Security number, date of birth, or equivalent Tax Identification number) about yourself or your employer/company as part of GLG's security procedures. To protect your information from third party misuse, please provide such information or any updates to your bank account by phone or through GLG's websites, not by email. Note that U.S. Council Members will receive a U.S. Internal Revenue Service Form 1099 for payments as required. You also agree that all fees imposed on you by any banking institution to process any payment from Gerson Lehrman Group are your sole responsibility.

Non-U.S. Council Members may be asked to confirm such status. Your contract will be with, and you shall receive your payments from, Gerson Lehrman Group, Inc., a U.S. entity. You agree that you are responsible for paying any applicable taxes in your jurisdiction on payments you receive from GLG, in accordance with applicable law and, if applicable, you agree to provide GLG evidence of such tax payments upon GLG's request.

## **AGREEMENT DETAILS**

### **Right to Injunction/Limitation on Liability**

In the event that you breach, or threaten to breach, any of the obligations contained in the terms of use of GLG websites or the Sections of these Terms & Conditions titled Communication with Non-Council Members, Confidentiality of GLG and Client Information, or Non-Solicitation of Clients, you acknowledge that GLG's and/or Clients' remedies at law will be inadequate and that Client and/or GLG will be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

In no event shall GLG be liable to you or any other party for any damages resulting from or relating to your participation as a Council Member, the performance of any services by you as a Council Member, the processing of personal data by you, or the business operations of GLG, including without limitation for any incidental, consequential, punitive, or special damages regardless of the theory of liability and even if GLG was informed of the possibility of such damages. GLG agrees that for its part it shall not seek to impose on any individual Council Member any liability for damages based on his or her performance of services hereunder as a Council Member, including without limitation for any incidental, consequential, punitive, or special damages, so long as such damages do not relate to or arise out of the failure of the Council Member to comply with these Terms & Conditions, including the guidelines and restrictions contained herein, or conduct or activity by the Council Member that constitutes gross misconduct or violates any applicable law. You are solely responsible for your actions. GLG shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

### **Arbitration**

Any dispute, controversy or claim, whether in tort, contract, or otherwise, that arises from or relates to these Terms & Conditions, including whether the claims asserted are arbitrable, shall be exclusively and finally determined by arbitration before a single arbiter. The arbitration shall be administered by JAMS pursuant to its Streamlined Rules and Procedures. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be New York City, unless the Council Member resides (i) in Europe, in which case such Council Member may elect to have the arbitration held in London, England, or (ii) in Asia, in which case such Council Member may elect to have the arbitration held in Singapore. 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. Arbitration shall not be deemed a waiver of Gerson Lehrman Group's right to seek injunctive relief in any court of competent jurisdiction as



provided for in these Terms & Conditions. Each party is responsible for its own legal fees, and the arbitrator may not include the payment of attorneys' fees or expenses as a part of any award. Arbitrations arising from the same or related claims may be consolidated in one arbitral proceeding. You agree to an arbitration on an individual basis. In any dispute, neither you nor GLG shall be entitled to join or consolidate claims by or against other Council Members, or arbitrate any claim as a class representative, class member, or in a private attorney general capacity. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). You and GLG are agreeing to give up any rights to litigate claims in a court or before a jury or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court, such as access to discovery, may also be unavailable or may be limited in arbitration.

### **Governing Law**

These Terms & Conditions, as well as any claims arising from or related thereto, whether in tort, contract or otherwise, are governed by New York Law without regard to New York's choice of law rules.

### **Severability**

The invalidity or unenforceability of any provision of these Terms & Conditions shall not for those reasons alone affect the validity or enforceability of any other provision of these Terms & Conditions.

### **Survival of Certain Provisions**

The provisions of the sections (including subsections) of these Terms & Conditions entitled Non-Solicitation of Clients, Council Member Content, Privacy Policy, Confidentiality of GLG and Client Information, Reliance by Clients, and Agreement Details shall survive any termination or expiration of these Terms & Conditions.

### **Termination**

Subject to your obligation to complete Projects for which you are engaged, you have the right to withdraw from the GLG Councils at any time upon notice to GLG, and GLG has the unlimited right to terminate or limit your membership in the GLG Councils and Member Programs at any time and for any reason.

**By signing these Terms & Conditions, you acknowledge and agree that you are making express representations to GLG and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.**

End of Terms & Conditions

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