



## TERMS & CONDITIONS WITH CONSULTANTS

PLEASE READ THESE TERMS AND CONDITIONS WITH EXPERT (THESE “TERMS AND CONDITIONS”) CAREFULLY AS THIS IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND AXON ADVISORS LLC (“AXON ADVISORS”, “US”, “OUR” OR “WE”). THESE TERMS AND CONDITIONS SUPERSEDE ALL PRIOR VERSIONS OF THE TERMS AND CONDITIONS BETWEEN YOU AND AXON ADVISORS.

The terms and conditions contained herein govern your relationship with Axon Advisors and its clients (“Clients”) and your participation as a consultant in paid consultations, conference calls, meetings, conferences, discussions, panels, surveys, projects, luncheons, dinners and other activities, events or interactions with Clients (“Consultation Engagements”). You may participate in a Consultation Engagement if, and only if, you comply with all of the terms and conditions contained herein. You are solely responsible for determining whether you are permitted to enter into these Terms and Conditions and accept any Consultation Engagements.

By signing below, you understand and agree that you are bound by these Terms and Conditions, as may be modified by us from time to time in our sole discretion. The latest Terms and Conditions will always be available on our website (<http://www.axonadvisors.com>).

### 1. BACKGROUND AND OVERVIEW

Axon Advisors is an expert networking firm that networks global investment managers, management consulting firms, corporations, law firms, and other persons and organizations (i.e. Clients) with industry experts such as you and other business professionals, consultants, academics and researchers, for Consultation Engagements. Your participation in any Consultation Engagement is at your discretion. You are not obligated to accept or continue any Consultation Engagement.

### 2. RESTRICTIONS AND CONDITIONS OF PARTICIPATION

(a) You agree to provide information to Axon Advisors and Clients prior to, during and after all Consultation Engagements in good faith and to the best of your ability and at all times consistent with these Terms and Conditions and you further agree to never provide Axon Advisors or any Client with false or misleading information. You agree to promptly update any information that you give to Axon Advisors if and when it changes and you acknowledge and agree that Axon Advisors and Clients are entitled to rely upon all information that you provide.

(b) You may only participate in Consultation Engagements through Axon Advisors if you are permitted to do so, including, without limitation, by your employer, affiliated institution or previous employer, if applicable, and you must obtain any and all necessary consents or waivers from all appropriate parties. If you are employed at a publicly traded company, you must obtain a waiver from your employer permitting you to participate in the Consultation Engagement and provide it to Axon Advisors prior to your participation. It is your responsibility to ensure that you do not violate any law, regulation, agreement, policy or other obligation you may have by participating in any Consultation Engagement or by disseminating any information during a Consultation Engagement. If you are unsure whether you are able or permitted to participate in a particular Consultation Engagement, you must decline to participate in that Consultation Engagement. If you become concerned with the nature of any questions asked in the course of a Consultation Engagement or concerned that your participation in a Consultation Engagement could result in a violation of any law, regulation, agreement, policy, these Terms and Conditions or any other obligation or duty that you may have, then you must discontinue your participation in the Consultation Engagement immediately. Violation by you of any of the policies set forth herein will be a breach of these Terms and Conditions and will result in the immediate termination of any current and future Consultation Engagement that you participate in through Axon Advisors.

(c) In addition to and without limiting the generality of the foregoing, you agree to each of the following with respect to your participation in any Consultation Engagement and your relationship with us:

- (i) You will not disclose any material non-public information.
- (ii) You will only participate in a Consultation Engagement if such participation will not present any type of conflict of interest or violation of any duty or obligation that you have or owe to any person or entity.
- (iii) You are solely responsible for reviewing (and complying with) any applicable employment agreements, company manuals, codes of ethics, company policies, non-compete agreements, severance agreements, confidentiality agreements and other agreements to ensure that you can participate in any Consultation Engagement without violating the terms and conditions of any such document and agreement.
- (iv) You will not disclose any confidential information of your employer, former employers or any other entity.
- (v) You will not participate in any Consultation Engagement with a Client that is a competitor of your current employer.
- (vi) You will only represent your own views and will not represent that you are expressing the views of any other person, group or entity.
- (vii) You will not disclose or attempt to benefit from the subject matter of any Consultation Engagement, any non-public information about any Client or its activities or any non-public information acquired in connection with any Consultation Engagement.
- (viii) You will at all times comply with all applicable laws and will not engage in any activity that might be illegal.
- (ix) You will not provide investment judgment or financial 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. The information you provide is not and should not be considered a recommendation or prediction.

- (x) If you are involved in a clinical trial, you will not discuss patient experience or trial results not yet in the public domain. If you are a member on the Clinical Trial Steering Committee and Data Safety Monitoring Board, you cannot discuss the active trial or the drug that is the subject of the trial. If you are a Scientific Advisory Board member, you will not discuss a company's ongoing clinical trials.
- (xi) If you are an FDA Advisory Committee member, you will not discuss products or services for which that Committee receives confidential information or makes recommendations.
- (xii) If you are a formulary manager, you will not discuss your company's future formulary decisions.
- (xiii) If you are an officer or director of a company, then you will decline or discontinue all Consultation Engagements when an IPO, merger, tender offer or similar transaction involving such company is pending.
- (xiv) If you are a doctor, then you will not offer or give medical advice.
- (xv) If you are an accountant, then you will not discuss companies that you have audited within the twelve months prior to the Consultation Engagement.
- (xvi) If you are an accountant, then you will not offer accounting advice.
- (xvii) If you are a lawyer, then you will not offer legal advice.
- (xviii) If you have been convicted of or charged with a felony or have been subject of a business-related investigation or regulatory or enforcement proceeding brought by any institution or securities, commodities or other financial regulatory authority or self-regulatory organization, you will inform Axon Advisors of such prior to executing these Terms and Conditions as well as prior to participating in any Consultation Engagement.
- (xix) You will not solicit (directly or indirectly) any Client that we introduce you to, or attempt to introduce you to, for any consulting, advisory or employment arrangement without our prior written consent.
- (xx) You will not disclose the identity of our Clients' clients to the extent any such clients are identified to you during or in connection with any Consultation Engagement.
- (xxi) If you are an employee of a government owned or controlled organization or are a government official or government agency official, member of party, or candidate, whether in the U.S. or elsewhere, you will not discuss government legislation, regulation, policy, contracts or other business that you are in a position to vote upon or otherwise influence.
- (xxii) You represent and warrant that you are duly licensed, to the extent required, in the state(s) or province(s) in which you are currently practicing.
- (xxiii) You will not disclose to Axon Advisors or its Clients any patient information prohibited by law or give

medical advice during any Consultation Engagement; and

- (xxiv) You represent and warrant that you have not been excluded, disbarred, debarred, suspended, sanctioned or otherwise ineligible to participate in federal and/or state programs, or listed on the List of Excluded Individuals/Entities issued by the Office of Inspector General of the U. S. Department of Health and Human Services Office and/or the Debarment List of the U.S. Food and Drug Administration, and you will immediately notify us if your status should change with respect to any of these representations.
- (xxv) Except to the extent we otherwise agree with you in writing, you will only be compensated for the time you spend interacting with a Client during a Consultation Engagement and you will not be compensated for preparation time, wait time or time set aside if a Consultation Engagement with a Client does not occur.
- (xxvi) All Consultation Engagements or other interactions must be set up through Axon Advisors. If a Client or anybody other than Axon Advisors contacts you regarding arranging a Consultation Engagement, and you consult with the Client, you are not eligible for payment from Axon Advisors, even if the call is a follow-up to a recent Consultation Engagement that was arranged through Axon Advisors. Clients are not authorized to expand the scope of a Consultation Engagement except to the extent Axon Advisors has agreed to otherwise in writing.
- (xxvii) 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 a Consultation Engagement prior to accepting such Consultation Engagement.
- (xxviii) To the extent you are asked to work or participate with other experts and professionals on a Consultation Engagement, you owe the same duty of non-disclosure to such other experts and professionals as you would to any Client under these Terms and Conditions.
- (xxix) In the event that a Client disputes your request for payment or your work on a Consultation Engagement, Axon Advisors may withhold payment to you until such dispute is resolved. You agree that in such instances, Axon Advisors has the sole and final authority to resolve such dispute in our reasonable discretion, and you agree to be bound thereby. You further understand and agree that you have no right to payment for a Consultation Engagement to the extent we reasonably determine that you have violated these Terms and Conditions.
- (xxx) Axon Advisors may require you to provide additional information (including your Social Security number or equivalent Tax Identification number) about yourself or your employer/company as part of Axon Advisors' security procedures. Note that U.S. persons will receive a U.S. I.R.S. Form 1099 for payments as required. You agree that all fees imposed on you by any banking institution to process any payment from Axon Advisors are your sole responsibility.
- (xxxi) If you are a non-U.S. person or entity, you may be asked to confirm such status. Please note that your contract will be with Axon Advisors LLC, a U.S. entity.

### **3. CONFIDENTIALITY OBLIGATIONS**

- i. You shall maintain in confidence any and all confidential or proprietary information of or concerning Axon Advisors' or any Client ("Confidential Information"). Confidential information shall include (i)

information relating to or discussed (including, but not limited to, questions asked) during any Consultation Engagement (or proposed Consultation Engagement), (ii) Expert Work Product; (iii) the existence of the relationship between any Client and Axon Advisors; (iv) the existence of the relationship between any Client and you; (v) any documents or information that have been supplied to a Client or us or by a Client or us in connection with any Consultation Engagement or Expert Work Product; (vi) the findings, results or conclusions of any Consultation Engagement; (vii) any information relating to the business of a Client or us, or any client or affiliate of a Client or us (including, but not limited to, client names, information as to processes, techniques, discoveries, pricing, marketing, methods, know-how, organizational structure, customers and results of operations, analysts or affiliates) and (viii) all confidential or proprietary information of or concerning Axon Advisors or any Client, including but not limited to Axon Advisors' or any Client's respective technical and business information relating to proprietary ideas and inventions, patents and patentable ideas, trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "confidential information" at the time of its disclosure. For purposes of these Terms and Conditions, "Expert Work Product" means all content, materials and intellectual property developed by or on behalf of Client in connection with any Consultation Engagement.

- ii. You may not, without Axon Advisors' and Client's prior written consent or except to the extent required by applicable law (with prior notice to Axon Advisors, if and to the extent permissible), communicate or divulge the contents or existence of any Consultation Engagement, including the name of the Clients that participated, to anyone. You shall make no use of any Confidential Information other than for purposes of performing the permitted services asked of you in connection with the applicable Consultation Engagement.
- iii. The obligations of confidentiality contained in these Terms and Conditions shall not apply to the extent that:
  - (i) you are compelled to disclose such information by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process; provided, however, that you shall promptly notify us prior to any such disclosure to the extent practicable and you shall cooperate with us and/or Client (as applicable) in any attempt we and/or Client may make to obtain a protective order or other appropriate assurance that confidential treatment will be afforded the Confidential Information, or
  - (ii) you can demonstrate that the disclosed information (1) is known to the public at the time of disclosure or becomes known other than because of your breach of this Agreement; (2) is previously known by you free from any obligation to keep it confidential; or (3) is rightfully obtained from a third party lawfully in possession of such information who is not bound by confidentiality obligations with respect thereto.

#### **4. OWNERSHIP AND USE OF EXPERT WORK PRODUCT**

All Expert Work Product that you create or help create in connection with any Consultation Engagement shall be considered work made for hire by Client, and Client shall have exclusive ownership of such Expert Work Product, including any and all copyright and other intellectual property rights in such work. You, on your own behalf and on behalf of any of your affiliates, agents or employees, hereby assigns to Client any and all rights of copyright and other intellectual property rights in and to such Expert Work Product and no rights are reserved by you therein. Client shall have the exclusive use of any and all Expert Work Product including, but

not limited to, the right to reproduce, disclose, transmit, publish, broadcast and post such Expert Work Product, and you represent and warrant that any such use will not violate any agreements or understandings you may have. Client may alter Expert Work Product, add to it, or combine it with any other work or works, in its sole discretion. You shall retain all of your rights, title and interest in and to any intellectual property that you create independently of or prior to any Consultation Engagement, except that you hereby grant to Client a perpetual, world-wide, royalty free and transferable license to use such intellectual property to the extent included in any Expert Work Product. Without limiting the foregoing, you agree that the Client is free to use any ideas, concepts, know-how or techniques contained in any such retained intellectual property, including, but not limited to, developing, manufacturing, marketing and selling products which use such information.

## **5. PRIVACY POLICY**

You need to provide us with certain personal information about yourself so that we can develop and maintain our database of experts and match your expertise with the expertise-requests of Clients. You agree that Axon Advisors may collect and retain this information and use it to screen for potential Consultation Engagements, to share with Clients, to administer compliance policies and procedures and for any and all other business and marketing purposes of Axon Advisors. You agree that Axon Advisors may use and disclose your information to comply with applicable laws or if we are compelled to do so by deposition, interrogatory, request for documents, subpoena, civil investigation, demand, order or similar process. You agree that Axon Advisors may contact you by telephone, email, fax or otherwise in connection with your relationship with Axon Advisors and its Clients. Axon Advisors will not sell information about you to any third party for any reason.

## **6. NON-SOLICITATION**

From the date that you first agree to these Terms and Conditions through the date that is twenty-four (24) months following your last participation in a Consultation Engagement, you shall not directly or indirectly through any other person or entity, solicit, induce, recruit or encourage any employee, subcontractor, consultant, representative or agent of Axon Advisors or any Client to terminate their relationship with Axon Advisors or Client, or solicit for employment or hire any such employee, subcontractor, consultant, representative or agent, or attempt to do any of the foregoing, either for your own purposes or for any other person or entity without the prior written approval of Axon Advisors or the Client; provided, however, that with respect to the Clients, the restrictions contained in this paragraph shall only pertain to those Clients for which you participated in a Consultation Engagement and, in such instance, the twenty-four (24) month period shall be measured from the date of such Consultation Engagement.

## **7. INDEPENDENT CONTRACTOR**

You hereby acknowledge and agree that any services performed by you hereunder shall be performed solely as an independent contractor and you have no authority to bind Axon Advisors or any Client to any obligation or liability, or to act or speak on behalf of Axon Advisors or any Client or to represent that you have any such authority. You shall not be deemed to be an employee of Axon Advisors or any Client and you shall not be entitled to any benefits provided by Axon Advisors or any Client. You hereby acknowledge and agree that you shall be personally and solely responsible and liable for any and all taxes and other payments due on all amounts received by you for services provided hereunder. Nothing in these Terms and Conditions shall be deemed to create a partnership or joint venture or to create or establish the relationship of principal and agent, employer and employee or any other similar relationship between you and Axon Advisors or any Client.

## **8. PAYMENT**

You will be paid in US dollars by check or online electronic funds transfer, based on your hourly rate and the length of the Consultation Engagement, unless a set fee is agreed to beforehand and is documented in an email exchange. You will be paid for travel to and from an in-person Consultation Engagement if it is agreed to beforehand and documented in an email exchange. You will only be paid for time spent on research or preparation of any additional work outside the scope of the Consultation Engagement if it is agreed to beforehand and documented in an email exchange. You will not disclose your rate of pay to Clients at any time. Payment will generally be made within 4-6 weeks of the Consultation Engagement subject, however, to the terms of Section 2(c)(xxix) herein.

## **9. RELIANCE; THIRD PARTY BENEFICIARIES**

These Terms and Conditions are intended to benefit Clients and enable Clients to satisfy themselves that all Consultation Engagements will be carried out in accordance with the terms herein and all applicable laws and will not result in the improper disclosure of confidential information, including material non-public information. Clients may from time to time request that you confirm any part of these Terms and Conditions, and any additional terms or compliance policies required by Clients as a condition to your participation in a Consultation Engagement. You understand that Clients are an intended beneficiary of these Terms and Conditions and the representations, warranties, covenants and agreements made by you hereunder. Clients are third-party beneficiaries of these Terms and Conditions and have the right to enforce your compliance with these Terms and Conditions.

You acknowledge that Clients will use your information to make investment decisions, and you agree to provide only such information as may be relied upon for that purpose under applicable laws and conventions, including but not limited to SEC Rules and the STOCK Act.

## **10. LIABILITY LIMITATIONS; INDEMNIFICATION**

(a) In no event shall Axon Advisors be liable to you or any other person or entity for any losses, liabilities, claims, obligations, deficiencies, demands, judgments, damages, interest, fines, penalties, claims, suits, actions, causes of action, assessments, awards, costs and expenses (collectively, "Damages") resulting from or relating to your or any Client's acts or omissions, your or any Client's participation in any Consultation Engagement or your performance of any services under these Terms and Conditions or for any other reason except to the extent that such Damages are determined by a court of competent jurisdiction in a final judgment that is no longer subject to appeal or other review to have resulted solely from Axon Advisors' gross negligence or willful misconduct. In no event shall Axon Advisors and/or its successors be liable for any direct, indirect, punitive, incidental, special, consequential damages.

(b) You hereby agree to indemnify and hold Axon Advisors and its affiliates and their respective directors, officers, employees, stockholders, members, partners, agents, attorneys, representatives, successors and assigns (collectively, the "Axon Indemnified Parties") harmless from and against, and pay to the applicable Axon Indemnified Parties the amount of, any and all Damages (including reasonable attorney's fees), whether or not involving a third party claim (i) based upon, attributable to or resulting from the failure of any of your representations or warranties made in these Terms and Conditions to be true and correct in all respects at and as of the date that you first agree to these Terms and Conditions and at and as of the date of your participation in any Consultation Engagement; or (ii) based upon, attributable to or resulting from your

breach of any covenant or other agreement made in these Terms and Conditions; or (iii) your negligence or misconduct in connection with a Consultation Engagement.

## 11. MISCELLANEOUS TERMS

- (a) **Modifications.** We may modify these Terms and Conditions from time to time by posting the modifications on our website, [www.axonadvisors.com](http://www.axonadvisors.com). Unless otherwise specified by us when posted, all modifications will be effective upon posting. If you do not agree to a modification, your only recourse will be to decline participation in a Consultation Engagement or Expert Work Product. If you continue to participate in a Consultation Engagement or Expert Work Product after any modification becomes effective, then your participation will constitute acceptance of the Terms and Conditions so modified.
- (b) **Copyright.** All materials set forth on Axon Advisors' website, regardless of whether they are specifically marked, are protected by copyright and other intellectual property laws and Axon Advisors reserves all rights therein. You may not use such materials in any way other than in your good faith performance of services requested of you in connection with your Consultation Engagements, without the express written permission of Axon Advisors.
- (c) **Governing Law.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws principles thereof.
- (d) **Arbitration.** To the fullest extent permitted by applicable law, any controversy or claim arising out of or related to these Terms and Conditions shall be fully and finally settled by arbitration under the auspices of the American Arbitration Association, to be conducted in New York, New York. The award of the arbitrator shall be final and binding on you and us and the judgment thereon may be entered in any court of competent jurisdiction. The arbitrator shall be authorized to apportion fees and expenses as the arbitrator deems appropriate. Nothing in this Section shall preclude your or our immediate recourse to a court of competent jurisdiction to: (i) enforce the terms of, or an arbitration award under this paragraph; (ii) seek a temporary restraining order, preliminary injunction or other equitable relief, where such relief is necessary to protect its interests; or (iii) grant recovery of specific property. All matters relating to arbitration shall be strictly confidential.
- (e) **Assignment; Waiver.** Neither you nor Axon Advisors may assign or otherwise transfer any of the rights or obligations hereunder without the prior written consent of the other party. No delay or omission by Axon Advisors or you in exercising any right under these Terms and Conditions, including the prosecution of any breach thereof, shall operate as a waiver of that or any other right. A waiver or consent given by the Axon Advisors or you on any one occasion is effective only in that instance and shall not be construed as a bar to or a waiver of any right on any other occasion.
- (f) **Headings and Captions.** The headings and captions of various sections of these Terms and Conditions are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.
- (g) **Survival.** The provisions of these Terms and Conditions shall survive any termination or expiration of these Terms and Conditions.
- (h) **Severability.** If any term or other provision of these Terms and Conditions is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of these Terms and



Conditions shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify these Terms and Conditions so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

(l) **Waiver of Trial by Jury.** AXON ADVISORS AND YOU EACH AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING TO THESE TERMS AND CONDITIONS OR THE TRANSACTIONS CONTEMPLATED BY THESE TERMS AND CONDITIONS.

(j) **Advice of Counsel.** YOU ACKNOWLEDGE THAT, IN THESE TERMS AND CONDITIONS, YOU HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND YOU HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(k) **Entire Agreement.** These Terms and Conditions (as may be modified as provided for herein) constitute the entire agreement between Axon Advisors and you with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements and understandings, whether written or oral, between Axon Advisors and you with respect to the subject matter hereof.

(l) **Counterparts.** These Terms and Conditions may be executed in one or more counterparts, each of which will be deemed to be an original copy of these Terms and Conditions and all of which, when taken together, will be deemed to constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

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

[END OF TERMS AND CONDITIONS]

BY SIGNING BELOW, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED IN THESE TERMS AND CONDITIONS.

By:

Name:

Date: