

Terms and Conditions of TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members

TRUSTEDPEER - TERMS AND CONDITIONS OF TRUSTEDPEER EXPERTS, TRUSTEDPEER EDITORS and PEER REVIEW BOARD MEMBERS ("TERMS AND CONDITIONS")

Last updated August 16, 2013

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY AND SIGN BY ENTERING YOUR INITIALS AND SIGNATURE IN THE SPACES PROVIDED BELOW.

As a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member, in your individual capacity or on behalf of your company or firm and its officers, employees, contractors and agents ("**you**"), you agree that your use of any websites owned or controlled by TRUSTEDPEER, including any software platform(s), tools, features and functionalities provided by the TRUSTEDPEER systems in connection therewith ("**TrustedPeer Platform**") is subject to the Terms of Use referenced on such website, except to the extent that a website's Terms of Use conflict with these Terms & Conditions, in which case these Terms & Conditions shall control.

OVERVIEW AND ACTIVITIES

TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members are professionals and consultants in various industries and specialties who educate and share insights with corporations and other organizations and professionals who make contact using the TrustedPeer Platform (individually, "**Client,**" and collectively, "**Clients**").

TRUSTEDPEER provides opportunities for TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members to participate in different types of projects ("**Projects**"), such as telephone and video consultations ("**Expert Sessions**"). In addition, the TrustedPeer Platform provides TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members tools and functionalities to, among other things, manage various aspects of their engagement in association with, or participation in, TRUSTEDPEER ("**Platform Activities**").

TRUSTEDPEER POLICIES

You may only join TRUSTEDPEER if you are permitted to do so and have obtained all necessary consents or waivers. Prior to joining TRUSTEDPEER you must review employment agreements, employee manuals, codes of conduct, consulting agreements and other similar policies and agreements (if any) to which you are bound or otherwise subject to ensure you are able to participate in TRUSTEDPEER as a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member. You should also consider contacting appropriate persons within the company(ies) or firm(s) you have consulted for or your organization (if applicable) to confirm that your participation is permissible and to receive any consents required. It is your responsibility to determine whether it is appropriate for you to join TRUSTEDPEER.

- As a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member, you are a non-agent independent contractor of TRUSTEDPEER.
- You acknowledge that you have no authority to act on behalf of TRUSTEDPEER.
- You agree that you are not eligible for any TRUSTEDPEER or Client employment benefits based on your participation in TRUSTEDPEER and you shall not identify any Client or TRUSTEDPEER as your employer.
- You represent that you have completed the TRUSTEDPEER Training.

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If you are unsure about your ability to comply with these Terms & Conditions, then you must decline to participate as a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member.

PARTICIPATION IN TRUSTEDPEER

At all times during your participation in TRUSTEDPEER, 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 applicable law.

YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY PROJECT OR PLATFORM ACTIVITY THAT WOULD RESULT IN A VIOLATION OF APPLICABLE LAW OR YOUR OBLIGATIONS TO THIRD PARTIES, OR THAT PRESENTS A CONFLICT OF INTEREST.

While there may be many limitations on the scope of your participation and subjects you may discuss depending upon your particular circumstances, you specifically agree that at a minimum you shall not do any of the following at any time in connection with a Project, Platform Activity, or otherwise in connection with your participation in TRUSTEDPEER:

- Disclose material, nonpublic information about a public company;
- Disclose information that you have a duty or have agreed to keep confidential (e.g., by agreement, employer policy, fiduciary duty, etc.);
- Disclose information that you obtained from any person who expects you to keep it confidential or that you believe to be confidential;
- Participate in any Project or Platform Activity if doing so would violate applicable law or any agreement with -- or other obligation to -- any person, employer, former employer or other entity;
- Disclose any trade secrets or other proprietary information not owned solely by you;
- Consult for Clients you reasonably believe to be competitors of the company that employs you or on whose board of directors you serve; or
- 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 further agree that:

- if you are an employee or director of a company, you will decline to participate in Projects or Platform Activities the topic of which is that company, and that you will not discuss or disclose information about that company, such as its performance, strategy, or products, without the express written consent of the company;
- if you are an auditor or former auditor, you will not consult about organizations that you 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 six months, you will not discuss accounting or financial issues relating to that company or its affiliates;
- if you are a director, officer or other employee of an entity issuing securities in an initial public offering (IPO), you will decline all Project invitations until the commencement of such offering;

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- if you are a director, officer or other employee of an entity that has made or is the subject of a tender offer, or you are at an entity that has acted on behalf of such a company in connection with such tender offer, you will decline all Project invitations while the tender offer process is taking place;
- if you are a lawyer, you will not give legal advice in connection with a Project or Platform Activity and will not establish an attorney-client relationship with Clients through Projects or Platform Activities; and
- if you are an employee or agent of a public international organization (e.g., WHO, World Bank, United Nations, etc.) or government owned/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 legislation, regulation, policy, contracts or other business that you are in a position to vote upon or otherwise influence.

You further represent that you have not been included on the Excluded Parties List System maintained by the General Services Administration (GSA) or the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or any other similar list, domestic or foreign, and if your status shall change with respect to this representation, you shall immediately notify TRUSTEDPEER of such event.

If you become concerned with the nature of any inquiry or Project by a Client, you must discontinue your participation and notify TRUSTEDPEER immediately by emailing TRUSTEDPEER at support@trustedpeer.com.

You agree to cooperate fully in any TRUSTEDPEER inquiry concerning actual, alleged, or potential violations of these Terms & Conditions.

If you are a healthcare professional:

- and you are an investigator or have another role in a clinical trial, you agree that you will not discuss trial results or patient experience until such information has been made public;
- you represent that that you are duly licensed, to the extent required, in the state(s), province(s) and/or country in which you are currently practicing;
- you agree that you will not disclose to TRUSTEDPEER or its Clients any patient information prohibited by law or give medical advice during Projects, Platform Activities, or otherwise through your participation in the TRUSTEDPEER; and
- you represent that you have not been excluded, debarred, suspended 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 if your status should change with respect to any of these representations, you shall immediately notify TRUSTEDPEER of such event.
- Please note that Clients are not permitted to influence your decisions about what drugs, devices or services to prescribe, refer, use, dispense, purchase, lease, or order. If at any

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time during a Project you believe that a Client is marketing products or services to you rather than seeking consulting services, or is inappropriately attempting to influence your choice of products or to reward you for using or recommending any particular products, please terminate the Project and notify TRUSTEDPEER immediately.

TRUSTEDPEER EXPERT, TRUSTEDPEER EDITOR OR PEER REVIEW BOARD MEMBER INFORMATION

You agree to provide TRUSTEDPEER with accurate and complete biographical information, including your current job status and prior employment. Collectively, such information about you, as well as any information in your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Profile and any photographs or images you choose to add to your profile, are your "**TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information.**" You are solely responsible for your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information. While TRUSTEDPEER may revise TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information on your behalf based upon information provided by you or others, you have a duty to monitor and ensure the accuracy of your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information. You agree not to accept any Project or consult with any Client unless your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information is accurate, complete, and current. You understand that TRUSTEDPEER, Clients, and TRUSTEDPEER's third party partners are entitled to rely on your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information.

If, during the course of Projects or Platform Activities, you are first introduced to other TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members, you may not, directly or indirectly, solicit those TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members for projects or other engagements outside of TRUSTEDPEER, without the prior permission of TRUSTEDPEER.

ASSIGNMENT, ACCEPTANCE & SCOPE OF PROJECTS

Your participation in Projects and Platform Activities is always at your discretion. TRUSTEDPEER 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 TRUSTEDPEER or as otherwise stated in any Project invitation, you will only be compensated for the time you spend interacting with Clients on Projects at your agreed rate and 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 thereon to others (including without limitation to any other employees of your company, firm or organization) without TRUSTEDPEER's prior written consent.

All initial and separate Project engagements must be set up through TRUSTEDPEER or the TRUSTEDPEER Platform. If a Client contacts you without having arranged the Project through TRUSTEDPEER, and you consult with the Client, you are not eligible for payment from TRUSTEDPEER. Clients are not authorized to expand the scope of an initial Project engagement except to the extent TRUSTEDPEER has agreed otherwise in writing.

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To the extent a Client is interested in a longer-term engagement based off a Project ("**Extended Engagement**"), you may independently interact with such Client for the purpose of providing services for such Extended Engagement. TRUSTEDPEER may help facilitate an Extended Engagement through the TrustedPeer Platform or otherwise. Upon entering into an Extended Engagement, you will promptly notify TRUSTEDPEER in writing and describe in reasonable detail the terms of such Extended Engagement. You will be responsible for paying to TRUSTEDPEER a finder's fee for all such Extended Engagements.

You will not be required to pay TRUSTEDPEER a finder's fee for any Extended Engagement for any clients for which you have had an existing relationship prior to entering into these Terms and Conditions. As of the date you enter into these Terms and Conditions, you may provide to TRUSTEDPEER a true and complete list of all clients for whom you have at least one paid consulting engagement in the preceding two-year period ("**Pre-Existing Clients**").

If you do not provide TRUSTEDPEER with any such list at such time, you hereby represent there are no Pre-Existing Clients who will be excluded from your obligation to pay TRUSTEDPEER a finder's fee for any Extended Engagement. At TRUSTEDPEER's request, you will provide documentation evidencing the validity of any Pre-Existing Client on your list.

For any such clients that are multi-national corporations or otherwise have a number of affiliates or business divisions, you will specifically identify which affiliates or business divisions you have provided services to in the past, and only such affiliate or business division will be considered a Pre-Existing Client for purposes of this Section.

TRUSTEDPEER will keep the list of Pre-Existing Clients in confidence and will not sell, provide, lease, lend or otherwise disclose such list to any third party.

COMMUNICATION WITH NON-TRUSTEDPEER EXPERTS, TRUSTEDPEER EDITORS AND NON-PEER REVIEW BOARD MEMBERS

If you speak with a person who is not in TRUSTEDPEER in connection with any Project, you agree:

- not to describe yourself as working for or on behalf of TRUSTEDPEER; and
- not to solicit information that you believe the person, if he/she were a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member, could not disclose under these Terms & Conditions.

NON-SOLICITATION OF CLIENTS

There is no minimum time commitment in regard to your status as a TrustedPeer Expert, TrustedPeer Editor or a Peer Review Board Member unless otherwise agreed in writing. As a condition to participation in TRUSTEDPEER, for Clients to whom you have been first introduced through TrustedPeer, other than for Extended Engagements, you agree not to knowingly solicit projects from or propose any kind of consulting or employment arrangement with such party directly or indirectly without written permission of TrustedPeer for a period of one year from the most recent Project with or introduction to such Client.

This non-solicitation provision does not prohibit a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member from being retained by a Client to provide legal advice. For a period of one year after the

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termination of your relationship with TRUSTEDPEER, you also agree not to knowingly solicit for employment any employee of TRUSTEDPEER or any Clients to whom you have been first introduced due to your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member status.

RECORDS AND AUDITING

During the term of your participation in TRUSTEDPEER and for a period of two years thereafter, you will maintain complete and accurate books and records pertaining to your activities under these Terms and Conditions and with respect to all Extended Engagements in sufficient detail to enable TRUSTEDPEER to verify your compliance with these Terms and Conditions and the amounts payable to TRUSTEDPEER hereunder, including the time spent on any Projects and the amount billed.

TRUSTEDPEER will have the right to conduct at its expense an audit for the sole purpose of determining your compliance with these Terms and Conditions and any related payment obligations, including, without limitation, with respect to any Extended Engagements and the validity of any Pre-Existing Clients (the "**Audit Purpose**"). Upon at least ten business days written notice from TRUSTEDPEER, you agree to permit during regular business hours TRUSTEDPEER (or its designated auditor, who will be made subject to written obligations of confidentiality at least as protective as those provided in these Terms and Conditions) to examine those books and records necessary for the Audit Purpose.

CONTENT OWNERSHIP

Expert Content: As between you and TRUSTEDPEER, you will retain and exclusively own all right, title and interest in and to Expert Content. "**Expert Content**" means all materials, content and works of authorship, regardless of format, that you (i) create, develop, author or otherwise own prior to your participation in TRUSTEDPEER or you create, develop, acquire or author independently outside of your participation in TRUSTEDPEER and (ii) submit, upload to a TRUSTEDPEER website, or provide to a Client or to TRUSTEDPEER in connection with your participation in, or providing services for, TRUSTEDPEER.

For the avoidance of doubt, any materials, content and works of authorship that you create, develop, author or otherwise own prior to your participation in TRUSTEDPEER or you create, develop, acquire or author independently outside of your participation in TRUSTEDPEER that you do not submit, upload or provide in connection with your participation in, or providing services for, TRUSTEDPEER is not covered by, nor is affected by these Terms and Conditions.

TRUSTEDPEER Content: Subject to your ownership of any underlying Expert Content, all content and work product, of every kind created by you (whether solely or jointly with TRUSTEDPEER staff) in connection with and during your participation in TRUSTEDPEER, including all business topic content, expert session discovery, session summary reports, micro-case studies, benchmarking tools and training modules, will be deemed to be "works made for hire" (as defined in the Copyright Act of 1976) for TRUSTEDPEER, and TRUSTEDPEER will be considered the sole author and creator of such content and work product ("**TRUSTEDPEER Content**").

For the avoidance of doubt, TRUSTEDPEER Content will include any works of authorship you create or author and submit to TRUSTEDPEER for publication (on its website or otherwise) that is not otherwise Expert Content.

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Further, TRUSTEDPEER may invite you to participate in an event at which your image and/or voice may be recorded ("**Recordings**") by TRUSTEDPEER or its agents, such as at a live meeting, webcast, conference or other event or in any on-camera interview. All such Recordings will also be deemed TRUSTEDPEER Content.

In the event that ownership of any TRUSTEDPEER Content does not solely vest in TRUSTEDPEER at the moment it is fixed in a tangible medium, you hereby irrevocably assign to TRUSTEDPEER all right, title, and interest you have in and to such TRUSTEDPEER Content, including without limitation all rights of copyright (and all renewals, extensions, and reversions thereof), and other proprietary rights worldwide, in all languages and in all media and forms of expression and communication now known or later developed. TRUSTEDPEER Content includes all works in progress and will be owned by TRUSTEDPEER. You hereby covenant and agree not to make any claim, take any action, or bring any suit or action which will or might interfere with or derogate TRUSTEDPEER's rights in and to the TRUSTEDPEER Content. In addition, you hereby waive all rights, if any, of droit moral and similar rights in and to the TRUSTEDPEER Content and agree that TRUSTEDPEER may add to or subtract therefrom and combine the same with material created by others to the extent TRUSTEDPEER may determine in its sole discretion.

Notwithstanding the foregoing, if you are licensed to practice law in any jurisdiction, TRUSTEDPEER Content shall not include any work product resulting from services rendered by you if: (1) the services rendered by you are or include legal advice; and (2) disclosure of the work product to TRUSTEDPEER would violate a duty owed by you to a Client or prospective Client arising from your status as an attorney. If, however, any work product created by you as a licensed attorney does not satisfy the preceding exception, such work product will be considered TRUSTEDPEER Content owned by TRUSTEDPEER, including, but not limited to, best practices, summaries of the law, and anonymized case studies.

CONTENT LICENSES

License from TRUSTEDPEER: TRUSTEDPEER hereby grants you a worldwide, non-exclusive, perpetual, paid-up license to use, reproduce and distribute the TRUSTEDPEER Content solely (i) in connection with your participation in TRUSTEDPEER and (ii) for your own personal use to promote your expertise (such as on your website) or in providing services in your individual capacity (such as a keynote address or in presentation materials) (each a "**Permitted Use**"). If you use any TRUSTEDPEER Content for a Permitted Use in written or printed materials, you will retain and not remove or obscure any copyright or proprietary rights notices of such content, and to the extent any such material does not include a copyright notice, you will include the following on all such materials: Copyright (c) <YEAR>, TRUSTED PEER INC.

License from You: You hereby grant TRUSTEDPEER a perpetual, irrevocable, world-wide, royalty-free, non-transferable (subject to the Assignment provision in these Terms and Conditions), sublicensable and non-exclusive license to use, distribute, reproduce, publish, reprint, modify, adapt, translate, create derivative works from, broadcast, publicly perform and publicly display Expert Content, in whole or in part, in original form or as edited or modified by TRUSTEDPEER, in all languages and forms, for any commercial or non-commercial purpose, including for use in connection with or as incorporated into any TRUSTEDPEER Content, unless otherwise agreed in writing. TRUSTEDPEER will exclusively own all content or work product it or any of its employees or agents create resulting from the exercise of rights pursuant

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to this paragraph. You represent to TRUSTEDPEER that you have the right to grant the rights and licenses under this paragraph.

Content Release & Indemnification: You are solely responsible for your Expert Content, and you agree not to submit Expert Content that is unlawful, threatening, defamatory, profane, deceptive, misleading, or otherwise violates these Terms & Conditions. In addition, you agree not to submit any Expert Content or any content or materials of a third party that would infringe or misappropriate the intellectual property or proprietary rights of a third party or would constitute a violation of a person's right to privacy or publicity. You represent to TRUSTEDPEER that all Expert Content is your intellectual property and that you will not use, incorporate, submit or distribute third-party materials or content during your participation in TRUSTEDPEER unless you have obtained all necessary permissions or licenses to do so. For example, if you are interested in incorporating or attaching materials or documents created or prepared by a third party to any business topic content, expert session discovery or session summary report given to a Client, please first verify that you have the proper permissions or consents to include and distribute such materials or documents. If you do not have such permission or consent, you may consider directing a Client to where they can lawfully obtain such materials or documents. TRUSTEDPEER will not be responsible for determining whether you have the necessary permissions or licenses or if your use would constitute "fair use" under applicable copyright law.

You hereby release, on behalf of yourself and your successors, heirs or assigns, TRUSTEDPEER, 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 Expert Content. Further, you agree to indemnify, defend and hold harmless TRUSTEDPEER and its Clients from and against any third party claim that (i) your Expert Content or the use thereof, or your use, incorporation, submission or distribution of third-party materials or content during your participation in TRUSTEDPEER infringes upon any patent, trademark, copyright, trade secret or other intellectual property or proprietary right, including any violation of a person's right to privacy or publicity, or (ii) results from your breach of your representation that all TRUSTEDPEER Content created or developed by you will be your sole and original work and that TRUSTEDPEER will not need to obtain any rights from any third parties to use or exploit the TRUSTEDPEER Content.

PRIVACY POLICY

You agree that TRUSTEDPEER may collect and retain information about you, including but not limited to your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member Information, ("**your information**"), and contact you by email, telephone, or otherwise, to process and administer details of your TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member association in TRUSTEDPEER, to provide you with opportunities to participate in TRUSTEDPEER, to assist with required approvals and consents for Project participation, to comply with applicable laws and Client compliance policies, and to tell you about TRUSTEDPEER's business. You agree that TRUSTEDPEER may also use and analyze the information it collects to administer, support, improve, market, and develop its worldwide business.

TRUSTEDPEER at all times will protect your information in accordance with TRUSTEDPEER's Privacy Policy posted and made available on the TrustedPeer website, which is incorporated herein by reference.

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You agree that TRUSTEDPEER may disclose your information to Clients and non-Client third parties for the purpose of promoting TRUSTEDPEER's business, including without limitation by displaying such information on TRUSTEDPEER's websites, TRUSTEDPEER's third party partner websites, print media and other materials (collectively, "**Marketing Materials**"), subject to your right to opt-out. You may opt-out by contacting TRUSTEDPEER. If you opt out or terminate your participation in TRUSTEDPEER, TRUSTEDPEER will use reasonable efforts to cease email and telephone contact with you and to discontinue creating and distributing Marketing Materials that contain your information. Notwithstanding the foregoing, an opt-out will not apply to your submissions of Publications, or participation in TRUSTEDPEER Events (as described above).

You agree that TRUSTEDPEER may disclose your information and your participation in TRUSTEDPEER to third parties, such as current and former employers and companies that you have provided services to or contracted with, for the purpose of confirming any consents or approvals you may need to participate in TRUSTEDPEER or in specific Project(s).

You agree that Clients, if required by law or the Client's compliance policies, may disclose information about their Projects with you, for example your name and the amount you were paid on the Project ("**Required Client Disclosures**"). For example, a pharmaceutical company may be required to publicly disclose certain of its interactions with healthcare professionals. You authorize TRUSTEDPEER to make Required Client Disclosures on behalf of and at the direction of Clients.

You agree that TRUSTEDPEER may disclose your information in response to legal process, to protect TRUSTEDPEER's rights, as otherwise required by law, or for the prevention or detection of a crime. If TRUSTEDPEER sells all or part of its company or enters into a partnership with another business entity, you agree that TRUSTEDPEER may disclose your information to its new business partners or owners who may then provide you with information about their products and services.

You agree that your information will be held by TRUSTEDPEER in the United States and may also be held and accessed by TRUSTEDPEER staff and third parties working for TRUSTEDPEER, or TRUSTEDPEER's subsidiaries and affiliates, inside and outside the United States. If your information is gathered outside the United States, you agree that it may be transferred to TRUSTEDPEER's United States offices to be used for these purposes, and it may be transferred to and shared with any of TRUSTEDPEER's worldwide locations. You may request a full list of all subsidiaries and affiliates of TrustedPeer, Inc.

TRUSTEDPEER will not sell your information to third-party marketers or similar organizations.

TRUSTEDPEER reserves the right to conduct background checks on you, including through a third-party service. TRUSTEDPEER may seek to verify your employment history, education credentials, participation in certain activities or organizations and check for any criminal history. TRUSTEDPEER may seek to verify the duration and accurate invoicing and description of Projects you conduct for Clients.

You agree that TRUSTEDPEER may retain your information for its business purposes if you cease to be a TrustedPeer Expert or Peer Review Board Member of TRUSTEDPEER, provided that TRUSTEDPEER will

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protect all such information about you in accordance with these Terms & Conditions and TRUSTEDPEER's privacy policies.

CONFIDENTIALITY OF TRUSTEDPEER AND CLIENT INFORMATION

While you are a TrustedPeer Expert, TrustedPeer Editor or Peer Review Board Member and thereafter, you agree not to disclose or to attempt to use or personally benefit from any Confidential Information that is disclosed to or known by you because of your participation in TRUSTEDPEER until such time as the Confidential Information has become publicly available through no action of your own, except to the extent required by law or as expressly permitted by TRUSTEDPEER for the purpose of facilitating a particular Project.

"Confidential Information" means, and shall include:

- (1) the identity of Clients (e.g., do not list Clients on your resume or website), unless you have obtained express written approval from a Client to disclose the identity of such Client for a certain purpose (e.g., on your resume or website);
- (2) information about Projects;
- (3) information about any actual or potential business, investment or trading decisions or transactions of any Client; or
- (4) any other non-public, proprietary or confidential information of TRUSTEDPEER or its Clients.

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 Confidential Information to anyone other than TRUSTEDPEER, you will promptly and diligently notify TRUSTEDPEER, unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with TRUSTEDPEER in protecting such information to the extent possible under applicable law.

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 TRUSTEDPEER or in a Project prior to accepting an invitation for that Project.

Some Projects are collaborative, and involve working with other TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members. You owe the same duty of non-disclosure to such other TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members as you would to any Client under these Terms and Conditions.

Note that your obligations not to use or personally benefit from Confidential Information as set forth above prohibit you from using information you learn during a Project to trade securities or make personal investment decisions.

RELIANCE BY CLIENTS

These Terms & Conditions are intended to benefit Clients and enable Clients to satisfy themselves that all Projects will be carried out in accordance with these Terms and Conditions and applicable laws and will not, among other things, lead to 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 &

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Conditions, and any additional terms or compliance policies required by Clients as a condition to your participation in a Project.

You understand that other TrustedPeer Experts, TrustedPeer Editors and Peer Review Board 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 enforce your compliance with these Terms & Conditions.

NOTWITHSTANDING THE FOREGOING PARAGRAPH, EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, EACH TRUSTEDPEER EXPERT, TRUSTEDPEER EDITOR AND PEER REVIEW BOARD MEMBER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO A TRUSTED PEER EXPERT'S, TRUSTEDPEER EDITOR'S OR PEER REVIEW BOARD MEMBER'S PARTICIPATION IN TRUSTEDPEER OR RELATED PROJECTS OR PLATFORM ACTIVITIES. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND CONDITIONS, NO TRUSTEDPEER EXPERT, TRUSTEDPEER EDITOR AND PEER REVIEW BOARD MEMBER MAKES ANY WARRANTIES WITH RESPECT TO THE ACCURACY, COMPLETENESS, SUITABILITY OR CORRECTNESS OF ANY INFORMATION, DATA, COUNSEL, ADVICE, REPORTS, TRAINING, TOOLS, SEMINARS, STUDIES OR CONTENT PROVIDED TO CLIENT, AND TRUSTEDPEER EXPERT, TRUSTEDPEER EDITOR AND PEER REVIEW BOARD MEMBER SHALL NOT HAVE ANY LIABILITY TO CLIENT FOR CLIENT'S EVALUATION, UNDERSTANDING, INTERPRETATION, IMPLEMENTATION, USE, MISUSE OR INABILITY TO USE THEREOF.

AGREEMENT DETAILS

Right to Injunction/Limitation on Liability

In the event that you, as a TrustedPeer Expert or Peer Review Board Member, breach, or threaten to breach, any of the promises in the following sections of these Terms & Conditions: Confidentiality of TRUSTEDPEER and Client Information, Non-Solicitation of Clients, or the terms of use of TRUSTEDPEER websites, you acknowledge that Client and/or TrustedPeer's remedies at law will be inadequate and that Client and/or TrustedPeer 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 TRUSTEDPEER OR ANY OF ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS AND ASSIGNS ("**TRUSTEDPEER PARTIES**") BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES RESULTING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, YOUR PARTICIPATION AS A TRUSTEDPEER EXPERT OR PEER REVIEW BOARD MEMBER, THE PERFORMANCE OF ANY SERVICES BY YOU AS A TRUSTEDPEER EXPERT OR PEER REVIEW BOARD MEMBER, YOUR ENGAGEMENT IN PLATFORM ACTIVITIES OR THE BUSINESS OPERATIONS OF TRUSTEDPEER, FURTHER INCLUDING WITHOUT LIMITATION FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF TRUSTEDPEER WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT THE TRUSTEDPEER PARTIES SHALL NOT BE LIABLE TO YOU FOR ANY CLAIMS, ACTIONS OR PROCEEDINGS MADE OR INITIATED BY CLIENTS WITH RESPECT

Terms and Conditions of TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members

TO ANY INFORMATION, DATA, COUNSEL, ADVICE, REPORTS, TRAINING, TOOLS, SEMINARS, STUDIES OR CONTENT PROVIDED BY YOU TO A CLIENT. IN NO EVENT WILL TRUSTEDPEER'S TOTAL AGGREGATE LIABILITY TO ANY TRUSTED PEER EXPERT OR PEER REVIEW BOARD MEMBER UNDER THESE TERMS AND CONDITIONS EXCEED THE AMOUNTS RECEIVED BY A TRUSTED PEER EXPERT OR PEER REVIEW BOARD MEMBER (AS APPLICABLE) PURSUANT TO THESE TERMS AND CONDITIONS IN THE 12 MONTH-PERIOD PRECEDING THE DATE ON WHICH THE CLAIM FOR LIABILITY ARISES.

TRUSTEDPEER agrees that for its part it shall not seek to impose on any individual TrustedPeer Expert or Peer Review Board Member any liability for damages based on his or her performance of services hereunder as a TrustedPeer Expert or Peer Review Board 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 TrustedPeer Expert or Peer Review Board Member to comply with these Terms & Conditions, including the guidelines and restrictions contained herein, or conduct or activity by the TrustedPeer Expert or Peer Review Board Member that constitutes gross misconduct. You are solely responsible for your actions.

TRUSTEDPEER shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

DISCLAIMER OF WARRANTIES

TRUSTEDPEER MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO A TRUSTED PEER EXPERT'S OR PEER REVIEW BOARD MEMBER'S PARTICIPATION IN TRUSTEDPEER OR RELATED PROJECTS OR PLATFORM ACTIVITIES.

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 a single-arbiter arbitration under the rules of the American Arbitration Association (the "AAA") in effect from time to time. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act. The venue for all arbitrations shall be San Francisco, California. 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 competent court having jurisdiction thereof.

Arbitration shall not be deemed a waiver of TRUSTEDPEER'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.

Governing Law

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

Terms and Conditions of TrustedPeer Experts, TrustedPeer Editors and Peer Review Board Members

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, TrustedPeer Expert or Peer Review Board Member Content, Privacy Policy, Confidentiality of TRUSTEDPEER and Client Information, Reliance by Clients, and Agreement Details shall survive any termination or expiration of these Terms & Conditions.

Termination

You have the right to withdraw from TRUSTEDPEER at any time upon notice to TRUSTEDPEER, and TRUSTEDPEER has the unlimited right to terminate or limit your TrustedPeer Expert or Peer Review Board association in TRUSTEDPEER and TrustedPeer Expert or Peer Review Board Member Programs at any time and for any reason.

Modification

No amendments or modifications of these Terms and Conditions shall be effective unless made in writing and signed by both parties. The headings provided in these Terms and Conditions are for convenience only and will not be used in interpreting or construing these Terms and Conditions.

Assignment

You may not assign these Terms and Conditions or any of your rights or obligations under them to any third party without TRUSTEDPEER's express prior written consent. TRUSTEDPEER may assign this Agreement, without your consent, to any affiliate or in connection with the sale of equity or the business or assets to which these Terms and Conditions relates, including by way of merger, consolidation or similar business transaction.

By signing these Terms & Conditions, you acknowledge that you, in your individual capacity, or on behalf of your company or firm as a duly authorized representative, are making express representations to TRUSTEDPEER and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.

_____ Name _____ for TRUSTEDPEER

_____ Signature _____ Signature

_____ Date _____ Date

End of Terms & Conditions © 2012 - 2013 Trusted Peer Inc. All rights reserved.