Terms of Engagement

These Terms of Engagement (the “Agreement”) are entered into between you (“Principal”) and AlphaSights Ltd. and its subsidiaries or affiliates (“AlphaSights”, “we”, “us”, “our”) and, together with our Privacy Policy, govern your relationship with AlphaSights and your participation in Interactions as defined below. Acceptance of these Terms of Engagement is a pre-requisite to your participation in any Interaction with a Client.

Definitions

“Client” means any organisation and their designated contacts and representatives you may interact with in the context of an Interaction in accordance with the terms of this Agreement.

“Interaction” means a professional exchange involving Client(s) and Principal(s) which may be short- or long-term in nature and take the form of a remote consultation (telephone, email or other form of electronic messaging), in-person consultation, information provision in the form of reports and surveys, or advisory or employment relationships with Client or Client’s affiliate(s).

“Scope” means a description of the subject matter to be covered in the context of an Interaction.

Determining General Eligibility

Our Clients need to be able to rely on the fact that, in participating in an Interaction with them, you are eligible to do so and are not violating any obligations you may owe to any third parties (e.g. your employer, former employer etc.). By accepting these Terms of Engagement, you are confirming that: (i) your participation as an individual is permissible, (ii) you have obtained all necessary and appropriate consents and waivers, and (iii) you will be acting as an independent contractor and not as an AlphaSights employee, agent, representative, partner or joint venturer.

Your Biographical Information

You agree that any information you provide or confirm to AlphaSights, including that relating to your career history, perspectives and fields of expertise and your name, contact details and other personal data (“Biographical Information”) will be true, accurate and not misleading. In particular, you confirm and agree that you will inform us of any inaccuracies or omissions in your career history summary during the past five years.

You further agree that AlphaSights, in its absolute discretion, may share some or all of such Biographical Information with Client(s).

Your Responsibilities before an Interaction

AlphaSights may contact you regarding your possible participation in Interaction(s). Discussing a particular Scope with you merely constitutes an attempt at determining your potential suitability and AlphaSights cannot guarantee you will be contacted again or indeed will engage in an Interaction with our Client as our Clients determine with whom they wish to engage in Interactions at their sole discretion.

Upon learning of a given Scope, it is your responsibility to determine whether participating in a prospective Interaction given the particular Scope is appropriate. Participation in any Interaction is always at your discretion and you may decline to participate for whatever reason. You should categorically decline participation in any Interaction if:

- you know that by participating you are violating any law or regulation or breaching any agreement with or obligation towards a third party (e.g. person, employer, former employer or other);
- your participation in the Interaction would give rise to any professional, regulatory or ethical conflict, or would result in a breach of a duty of confidentiality to which you are subject;
- you are a director, officer or other employee of a company or organisation that has made or is subject to a tender offer or takeover offer (or equivalent process in any jurisdiction), or you are employed by an entity that has acted on behalf of a company in connection with such tender offer or takeover offer. For these purposes a ‘tender offer’ shall mean an offer to purchase some or all of the shares of any public company;
- in a personal capacity, you have ever been convicted of a felony, been the subject of sanctions administered by any jurisdiction, been the subject of an investigation by a securities regulator or other regulatory authority or been a defendant in any proceeding where fraud or violation of laws or regulations is alleged. You confirm that you have never been subject to any such convictions, sanctions, investigations or proceedings; or
- you are a serving member of the armed forces of any country.
Provided that you have determined that it is appropriate to participate in a prospective Interaction given the particular Scope, and our Client has requested AlphaSights to schedule an Interaction, we will contact you to determine your availability and share with you our Client’s identity. At this point, if you believe the Client to be a competitor of your employer or the entity on whose board you serve or there to be any other conflict of interest, you must decline to participate.

Your Responsibilities during an Interaction

During the course of its business, our Client may carry out investment activities, including, but not limited to, buying or selling public or privately held securities. Accordingly, our Client does not wish to receive any inside or other non-public, confidential or proprietary information from you.

You agree that, while participating in an Interaction:

• you will not discuss or disclose information that is relatable to a company of which you are an officer, director or employee;
• you will not disclose, and your participation in the Interaction will not otherwise result in the disclosure of, any:
  • inside information or other non-public information concerning a company whose securities are traded on a recognised exchange or a quoted instrument;
  • trade secret; or
  • other information that you have a duty to keep confidential, or that you have obtained from any person who expects you to keep such information confidential, or could reasonably expect to be considered confidential;
• you will not provide investment, financial, accountancy, legal, medical or other professional advice to any Client in the context of the Interaction. For the avoidance of doubt, we do not consider your general industry perspective, opinions and insights to constitute advice;
• if you are an auditor or a former auditor, you will not comment on companies or organisations you currently audit or have audited in the last 3 years;
• if you have worked in the accounting and finance department of any company within the last 6 months, you will not discuss accounting or financial issues relating to that company or that company’s affiliates;
• if you currently serve as a government official in any jurisdiction, you will not discuss any government legislation, government regulation, government policy or government business that you are in a position to influence or vote upon;
• you will not disclose any material non-public or other confidential information relating to a live clinical trial in which you are involved; and
• you will comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including, without limitation, the US Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010 (“Anti-Corruption Laws”).

If during an Interaction, you determine any professional, regulatory or ethical conflict, or if you identify any other reason why you may not or should not continue to participate in the Interaction, you should discontinue your participation in the Interaction and notify AlphaSights immediately.

ITAR Statement Warning: You agree to comply with all applicable laws, statutes, regulations and codes relating to arms export controls, including the US Arms Export Control Act (AECA) and International Traffic in Arms Regulations (ITAR). In particular, you agree not to share with our Client(s) technical data related to any item on the United States Munitions List, export of which is restricted by the International Traffic in Arms Regulations (ITAR). Disclosure to foreign persons without prior U.S. Government approval is prohibited. Violations of these export laws and regulations are subject to severe civil and criminal penalties.

Your Responsibilities after an Interaction

Our Client relationships are an important asset. Accordingly, you agree, following your introduction to any Client by AlphaSights, that:

• unless you have a consulting, employment or other business relationship (a “Business Relationship”) with such Client that predates the introduction, you will not knowingly solicit from or propose to any such Client any kind of Business Relationship without such Client’s express consent; and
• you will in any event promptly notify us in writing of any Business Relationship with a Client that takes place within one year after your initial introduction.
Finally, you agree to provide all reasonable assistance to AlphaSights and our Client in responding to any regulatory enquiries relating to any Interaction in which you are involved.

Confidentiality and Proprietary Information

By participating in an Interaction, certain information (“Proprietary Information”), including but not limited to (i) the existence or subject matter of the Interaction(s), (ii) the identity and details relating to the Client, and (iii) any other confidential information or intellectual property of AlphaSights or its Client (including information relating to any actual or potential investment, trading and/or any business decisions of Client), may be disclosed to you or become known to you. You agree not to disclose any Proprietary Information to any third party other than the party that disclosed it to you, or to use or benefit from any Proprietary Information (including by dealing in the securities of any company to which Proprietary Information relates, or encouraging any other person to do so). For the avoidance of doubt, you may not publicise or market your participation in Interaction(s) or your relationship with AlphaSights.

Communication with Third Parties

If you speak with any third person prior to or following an Interaction, you agree (i) to comply with your obligations relating to Proprietary Information at all times, (ii) not to compensate such person in any way for information, and (iii) to disclose clearly that you are acting on behalf of a third party (without identifying our Client). In the context of participating in Interaction(s) with our Client(s), you should neither before nor after an Interaction, consult with your contacts at any company asking them for information about that company or about the scope of the Interaction.

Intellectual Property

If, in connection with an Interaction, you provide a Client with any written documentation or any other written (or otherwise documented) material (including, without limitation, reports, data, studies, charts, specifications and programmes) (“Work Product”):

(a) you irrevocably and unconditionally warrant and represent that you are the sole unencumbered author, owner or holder of an appropriate, valid and sufficient licence of all rights, title and interest (including the intellectual property rights) in such Work Product;

(b) you hereby grant (and you warrant that you have the right to grant) our Client a nonexclusive, irrevocable, perpetual, royalty-free, fully sub-licensable, fully paid up, worldwide license to use, copy, modify, delete and adapt the Work Product; and

(c) you indemnify and agree to keep indemnified AlphaSights, its Clients and any agent, service provider or consultant appointed by either AlphaSights or its Clients to participate in, and conduct, an Interaction, against any and all liabilities in connection with claims or proceedings based on the claim that the Work Product infringes any intellectual property rights of yours or a third party.

Term and Termination

These Terms of Engagement come into force on the date of your acceptance and will continue to be in force until terminated by either party at any time upon giving written notice to the other. Following termination, you will continue to be bound by your obligations listed under Your Responsibilities after an Interaction, Confidentiality and Proprietary Information, Communication with Third Parties, Intellectual Property and Third Parties.

Liability

We shall under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any direct loss or any indirect or consequential loss or damage of any kind arising under or in connection with these Terms of Engagement PROVIDED THAT nothing in this Agreement shall limit or exclude (or purport to limit or exclude) our liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors, fraud or fraudulent misrepresentation or any breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

Third Parties

You agree that these Terms of Engagement are intended to benefit Clients and enable them to satisfy themselves that all Interactions occur in accordance with the Terms of Engagement, applicable laws or regulations and will not lead to the disclosure of restricted information, including inside and/or material non-public information. You further agree that Clients may rely on and enforce these Terms of Engagement. Apart
from you, AlphaSights and our Clients, no third party is entitled to rely on or enforce these Terms of Engagement.

Miscellaneous

If any term, condition, or provision of these Terms of Engagement (or part thereof) is determined to be unlawful, invalid, void, or for any reason unenforceable, the validity and enforceability of the remaining terms, conditions and provisions (or parts thereof) shall not in any way be affected or impaired.

We may provide a translation of these Terms of Engagement for reference purposes. For the avoidance of doubt, in the event of any inconsistency between the English version of the Terms of Engagement and a translation provided to you, the terms of the English version of the Terms of Engagement shall always prevail.

These Terms of Engagement are governed by and shall be construed in accordance with English law. The parties hereby submit to the exclusive jurisdiction of the English courts in relation to any claims or other matters arising from or related hereto, whether in tort, contract or otherwise.

These Terms of Engagement constitute the entire agreement between you and us relating to the subject matter herein. In the event that there is a conflict between these Terms of Engagement and any separate acknowledgements and/or undertakings given by you to AlphaSights in connection with any Interaction(s), these Terms of Engagement will prevail. Any amendment to this Agreement must be in writing, accepted by both parties and expressed to constitute an amendment to these Terms of Engagement.