

# GUIDEPOINT ADVISOR TUTORIAL: TUTORIAL, QUESTIONS, & ANSWER KEY

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## SLIDE 1 - MANDATORY ADVISOR TUTORIAL

- Our Advisors must conduct all consultations in strict compliance with Guidepoint's Terms & Conditions, a comprehensive set of rules that provides broad governing principles as well as specific prohibitions on certain conduct
- Your agreement to comply with the Terms & Conditions is a binding contract between you and Guidepoint of which our Clients are third-party beneficiaries
- A copy of the Terms & Conditions is available on the Guidepoint website, and a link to it is provided in every invitation an Advisor receives to participate in a consultation through Guidepoint
- Our Terms & Conditions governs your conduct in our network. The information provided in this tutorial is merely illustrative of some of your obligations under the Terms & Conditions and does not limit or modify these obligations

## SLIDE 2 - OVERVIEW

Guidepoint's Terms & Conditions prohibits an Advisor from participating in any consultation that:

- presents a conflict of interest
- will cause the Advisor to breach any obligation to any entity, including his employer
- will cause the Advisor to breach any agreement or code of conduct to which he is subject
- will cause the Advisor to violate any law, rule, or regulation

## SLIDE 3 - OVERVIEW

Guidepoint's Terms & Conditions also strictly prohibits an Advisor from:

- providing any information the Advisor is obligated to keep confidential, including any proprietary information
- providing material non-public information
- discussing the Advisor's own current employer - at all
- discussing the Advisor's former employer if the Advisor served in a finance or accounting role at the former employer within the last 4 months

## SLIDE 4 - CONFLICTS OF INTEREST

The term "conflict of interest" is very broadly defined and can include:

- the Advisor's interest in certain securities transactions
- a conflict with a particular Client
- responsibilities, obligations, or duties owed to a third party, including the Advisor's current or former employer
- confidentiality obligations

To determine what your potential conflicts may be, you should review:

- your present and former employment agreements
- any present or applicable former employee handbooks or compliance manuals
- professional and other codes of ethics and conduct
- present and applicable former consulting agreements
- all non-disclosure agreements

## SLIDE 5 - CONFLICTS OF INTEREST

Even if a conflict doesn't appear on the face of a request, it is possible that one could arise during the course of a consultation. If, in the course of a consultation, the conversation veers in a direction that presents a potential conflict for you, you must:

- immediately identify the potential conflict to the Client, and move on to a permissible subject or terminate the consultation
- notify the Guidepoint project manager or compliance department of the potential conflict

In the event that you must terminate a call due to a potential conflict of interest or any other potential non-compliance with Guidepoint's Terms & Conditions, you are welcome to submit an invoice for the full amount of the consultation and Guidepoint will honor it.

**Guidepoint does not want its Advisors ever to engage in a discussion that presents a potential conflict for them.**

## SLIDE 6 - CONFLICTS OF INTEREST

A conflict of interest may take many forms and you need to give serious consideration to whether each proposed consultation presents a conflict for you.

You must decline the project if you have a conflict with:

- the subject matter of the request or
- the Client making the request

Examples of *subject matter* conflicts:

- The information you have concerning the subject was obtained under a non-disclosure agreement
- The subject of the request is a former employer and your employment agreement prohibits you from discussing the company, even following termination of employment

Examples of *Client* conflicts:

- You are a stakeholder in a competitor of the Client
- Your employer is a direct competitor of the Client

The above are only examples of potential conflicts and are not meant to reflect an exhaustive list of potential conflicts.

By accepting any consultation request, you are acknowledging that you are not conflicted from consulting on the particular topic of the request, or with the particular Guidepoint Client who submitted the request.

If you have any questions about whether a particular subject matter or Client presents a conflict of interest, please contact Guidepoint's Compliance group, which can be reached by email at [compliance@guidepoint.com](mailto:compliance@guidepoint.com).

## SLIDE 7 - CONFLICTS OF INTEREST

How to Assess Your Conflicts

- Upon receiving a request to consult, ask yourself whether you are subject to any confidentiality agreements that prohibit you from engaging in all discussion concerning the subject matter of the request
- Presuming that you are not, you must consider whether you are subject to any agreements or other obligations that limit the information that you can share about the subject
  - You may feel comfortable discussing a former employer's general business model or industry position
  - Certain other topics, like a former employer's marketing plan for a particular product, or its internal projections, may be completely off limits.

**Only you know what obligations you are under so only you can determine whether you have a conflict with a client or concerning a subject. When in doubt, decline a consultation invitation.**

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The following three questions test your understanding of conflicts of interest. Please choose the most accurate response.

### Question 1

The subject matter of a request is a former employer for whom you have not provided services in over a year. May you engage in the consultation?

- A. Yes. Since it is not my current employer, I'm able to discuss the company.
- B. Yes. Since a reasonable amount of time has passed since my employment, I may discuss the company.
- C. No. I was once in a position of trust, so I can never discuss what I learned there.
- D. It depends: if I am subject to a non-disclosure agreement or other restriction, I cannot consult; provided that I am not, I may discuss non-confidential information about the company.

**Question 2**

The subject matter of a request is the efficiency and reliability of a software product that you use in your current position as reservations clerk for a major hotel chain. May you engage in the consultation?

- A. Yes, provided you discuss the merits of the product, you do not discuss your own employer, and your employer does not restrict your ability to engage in outside consulting
- B. Yes, because your employer does not manufacture software
- C. No, because you need the software manufacturer's explicit permission to discuss the product
- D. No, because you do not have a degree in computer sciences

**Question 3**

The subject matter of a request is the proprietary software system of your former employer. May you engage in the consultation?

- A. Yes, because you are no longer an employee of that company.
  - B. Yes, because you were not employed in the software development department of your former employer.
  - C. No, because proprietary software is by its nature confidential and the Guidepoint Terms & Conditions prohibits you from discussing confidential information.
  - D. No, because you remain in contact with friends who are employed by your former employer.
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**SLIDE 8 - CONFLICTS OF INTEREST**

Your Current Employer

- You are not permitted to join our network if your employer prohibits you from doing so
- If your employer does not prohibit you from doing so, you may consult through Guidepoint, but you are strictly prohibited from discussing your current employer in a consultation
- You may discuss information based on your knowledge of your industry or area of expertise, including knowledge you gleaned in your current position, but you may never discuss your employer, its internal practices and procedures, its confidential relationships with others, or any other confidential information learned through your employment
- This rule applied regardless of whether your employer is a privately held or publicly traded company

**SLIDE 9 - CURRENT EMPLOYER**

Public or Private Employer

- Some of our clients have special rules based on the Advisor's place of employment. For that reason, we will sometimes ask you in advance of a consultation whether your current employer is a "publicly traded" or "privately held" company.
- A publicly traded company is a company that is owned by shareholders whose shares are traded on a public stock exchange, such as the New York Stock Exchange or NASDAQ.
- A "privately held" company is any other non-governmental company.

- Under Guidepoint's Terms & Conditions, Advisors employed by a private subsidiary of a publicly traded company are considered to be employed by a publicly traded company.
- If you are uncertain about this or any other point related to your participation in consultations, you can always speak to someone in our Compliance group by sending an email to [compliance@guidepoint.com](mailto:compliance@guidepoint.com).

## **SLIDE 10 - CURRENT EMPLOYER**

### Biographical Information

- To enable us to assess whether you would be an appropriate consultant for a particular project and to reduce the likelihood that we assign you to a project that could create a potential conflict for you – it is essential that you provide and maintain accurate biographical information:
  - At the time you join our network
  - Whenever there is a change
- We will ask you to update this information each time we invite you to participate in a consultation, but you should log on to our website and make interim revisions as warranted. Your attention to this requirement is essential and serves to protect you, our Clients and Guidepoint.

## **SLIDE 11 - CONFIDENTIALITY**

We consider our own privacy and the privacy of our Clients to be paramount.

- You are required to maintain as confidential all information concerning any consultation that you engage in through Guidepoint, including:
  - the identity of Guidepoint's Clients
  - the nature and subject-matter of the consultations you participate in
  - Guidepoint's practices and procedures
- This obligation continues past the conclusion of the consultation and beyond the termination of your relationship with Guidepoint

## **SLIDE 12 - CONFIDENTIALITY**

### Material Non-Public Information

Under the federal securities laws – and our Terms & Conditions – you are strictly prohibited from sharing MATERIAL NON-PUBLIC INFORMATION with any of our Clients

- Non-public information is information that a company has not disclosed to its shareholders or other potential investors
- Material Information – The federal courts have defined "material" information as information that:
  - "would have been viewed by the reasonable investor as having significantly altered the total mix of information" available and for which
  - "there is a substantial likelihood that a reasonable investor would consider it important" in making an investment decision
- Given this definition, any information that would be important to an investor is likely material



- When in doubt about whether particular information constitutes Material Non-Public Information, you should not discuss that information. If you have any questions about Guidepoint's policies regarding Material Non-Public Information, please contact our Compliance group by email at [compliance@guidepoint.com](mailto:compliance@guidepoint.com).

### **SLIDE 13 - CONFIDENTIALITY**

- It is essential that you never provide any Material Non-Public Information to our Clients
- They do not want to receive it and they will be disadvantaged if you provide it. It is also against the law.
- In addition, if you come into possession of Material Non-Public Information through your consulting at Guidepoint, you similarly are prohibited from acting on that information or sharing that information with others.
- Failure to follow these guidelines will result in removal from our consulting network and may subject you to civil and criminal liability.

### **SLIDE 14 - HEALTHCARE PROFESSIONALS**

*This slide appears in the Healthcare Professionals version of the Advisor Compliance Tutorial*

As a healthcare professional, you agree not to:

- disclose any patient or other information prohibited to be disclosed under The Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules or other similar laws, rules or regulations, or to
- dispense any medical advice at any time during the course of your service as an Advisor.

You represent to Guidepoint Global, LLC that you are:

- duly licensed in any jurisdictions in which you are currently practicing, and that
- you are not listed on the List of Excluded Individuals/Entities issued by the Office of the Inspector General of the U.S. Department of Health and Human Services and/or the Debarment List of the U.S. Food and Drug Administration.

You agree that you will promptly notify Guidepoint Global, LLC in the event that any of these representations cease to be true.

### **SLIDE 15 - CLINICAL TRIALS AND CONSULTING**

*This slide appears in the Healthcare Professionals version of the Advisor Compliance Tutorial*

As a healthcare professional, you agree not to:

- If you have participated in a clinical trial or provided consulting services to a person or entity, you may have duties or obligations to treat certain related information as confidential
- You must satisfy those duties and obligations and any other policies and requirements of such person or entity, your institution(s), and trial sponsors
- Under no circumstances may you ever disclose or discuss any confidential information learned in the course of your consulting or clinical trial participation, including patient experience information and trial results, until such information has been made public.
- If you are a Data Safety Monitoring Board or Clinical Trial Steering Committee member on an ongoing clinical trial, you may not discuss the ongoing trial phrase until it is completed and the results are made public

**SLIDE 16 - GOVERNMENT EMPLOYEES**

- If you are a government employee in a government or jurisdiction that forbids government employees from participating in outside consulting projects, you may not be an Advisor in Guidepoint's network or participate in any project.
  - Otherwise, if you are a government employee, you agree not to consult about matters presently regulated by the agency or department in which you are employed.
  - In addition, you agree not to consult about any legislation, regulation, or policy that you are in a position to vote upon or otherwise influence.
  - You also agree not to give or receive any item of value from or to another person or entity for the purpose of seeking influence or for any other improper purpose.
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**Questions four through eighth test your understanding of issues discussed in this tutorial. For each, please choose the most accurate response.**

**Question 4**

The subject matter of a request is your current employer's publicly disclosed procedures concerning choosing vendors. May you engage in the consultation?

- A. Yes, since the information already has been made public.
- B. Yes, because the company's procedures for choosing vendors is not sensitive information.
- C. No, I am prohibited from discussing my current employer, regardless of the topic.
- D. No, because I need explicit approval from my direct supervisor to discuss my current employer.

**Question 5**

The subject matter of a request is your current employer's greatest competitor, a company with which you are familiar but for whom you have never worked. May you engage in the consultation?

- A. Yes, provided I only discuss the competitor, and not my own employer.
- B. Yes, because I'm in a great position to compare the competitor to my own company.
- C. No, because the entire industry is off-limits.
- D. No, because I share my employer's interest in succeeding over my employer's competitor.

**Question 6**

You are considering leaving your current employment and are preparing a resume and creating an account on an online professional networking service. You believe it would be beneficial to you to identify as your own clients some of the Guidepoint Clients to whom you provided consulting services as an Advisor in Guidepoint's network. Please identify the choice below that is most accurate.

- A. That's fine - once the consultation is completed, there is no expectation of confidentiality.
- B. It would be fine to identify the Clients on the resume, but not online.
- C. As long as you are no longer part of our expert network, you can do whatever you want.
- D. You may never identify any of Guidepoint's Clients on your resume, on an online webpage, or anywhere else, irrespective of whether your relationship with our Client or with Guidepoint has been terminated

**Question 7**

You work for a tire-distribution center that is 100% owned by three brothers who founded the company in 2007. Do you work for a public company?

- A. No, because the company does not have publicly traded shares
- B. No, because the owners are all related to each other
- C. Yes, because there is more than one owner
- D. Yes, because it does business with the public

**Question 8**

During the course of a consultation, a question arises concerning your former employer's plans for expansion into new markets. May you answer that question?

- A. Yes, because it concerns my former employer, so I can tell everything I know.
- B. Yes, because the information was confidential when I received it, but I really don't think an investor would consider it important.
- C. No, because I obtained the information when it was confidential so it doesn't matter if it has since been publicly disclosed.
- D. It depends: if the information is now publicly disclosed, or was not obtained on a confidential basis, I may discuss the public aspects of the information; if it was obtained on a confidential basis, and has not been publicly disclosed, I may not discuss it irrespective of whether it is material information

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If you have any questions about Guidepoint's compliance policies and procedures, or any aspect of the Terms & Conditions, we invite you to contact us at [compliance@guidepoint.com](mailto:compliance@guidepoint.com). We appreciate your time and effort today, and look forward to working with you in the future.



## ANSWER KEY

### Question 1

**The correct answer is (D).**

You may discuss non-confidential information about a former employer provided you are not subject to a non-disclosure agreement or other restriction.

**Answer A - Incorrect:** You may be under any number of restrictions that limit your ability to discuss a former employer. You should check any employment agreements, employee codes of conduct, employee handbooks, and compliance manuals from your former employers to determine whether you have any continuing obligations to them.

**Answer B - Incorrect:** You may be under any number of restrictions that limit your ability to discuss a former employer, no matter how much time has passed since your employment. You should check any employment agreements, employee codes of conduct, employee handbooks and compliance manuals from your former employers to determine whether you have any continuing obligations to them.

**Answer C - Incorrect:** You may of course decide which topics to discuss in consultations and you may decline to discuss your former employer if you choose. Under Guidepoint's Terms & Conditions, however, you may discuss non-confidential information concerning a former employer provided you are not under any non-disclosure agreement or other restriction. You may not discuss until four months after you have terminated the relationship, however, any former employer for whom you served in an accounting or finance role.

### Question 2

**The correct answer is (A).**

You may discuss non-confidential matters that do not concern your own employer provided that your employer does not restrict your ability to engage in outside consulting.

**Answer B - Incorrect:** Your ability to discuss the software product is based on the fact that you do not have any relationship with the software manufacturer and do not have any confidential information about the product.

**Answer C - Incorrect:** You do not need the software manufacturer's explicit permission to discuss your opinion of his product in the absence of a contractual obligation otherwise.

**Answer D - Incorrect:** The consultation seeks your opinion based on your personal experience and does not require any particular degree.

### Question 3

**The correct answer is (C).**

Proprietary software is software that was developed specifically for your former employer to meet its specific business needs. The software is confidential and therefore cannot be discussed in a consultation. In addition, if you served in an accounting or finance role at your former employer, you may not consult on any topic concerning your former employer until four months after your departure.

**Question 3 (continued)**

**Answer A - Incorrect:** Former employees often remain under confidentiality obligations that restrict their ability to discuss their former employer. In addition, you may never discuss confidential information about any company, including your former employer.

**Answer B - Incorrect:** As a former employee, your knowledge of the proprietary software system is confidential, whether you specifically participated in the design of the software or not.

**Answer D - Incorrect:** You may not discuss any confidential information you received in the course of your former employment. Your obligations to your former employer exist whether or not you remain in contact with friend still employed by your former employer.

**Question 4****The correct answer is (C).**

Pursuant to Guidepoint's Terms & Conditions, you may never consult about your current employer. This is a basic Guidepoint rule and it applies to every consultation, no matter the subject.

**Answer A - Incorrect:** Pursuant to Guidepoint's Terms & Conditions, you may never consult about your current employer. The fact that the subject of the consultation is information that already has been publicly disclosed does not make any difference to the application of this rule.

**Answer B - Incorrect:** Pursuant to Guidepoint's Terms & Conditions, you may never consult about your current employer. The fact that the subject of the consultation is information that is not "sensitive" does not make any difference to the application of this rule.

**Answer D - Incorrect:** Pursuant to Guidepoint's Terms & Conditions, you may never consult about your current employer. Because this is a Guidepoint rule, approval from your supervisor will have no effect on its application.

**Question 5****The correct answer is (A).**

You are free to discuss any opinions you may have concerning your employer's competitor, but Guidepoint's Terms & Conditions do not permit you to consult about your own employer, even in the context of comparing it to another company.

**Answer B - Incorrect:** Guidepoint's Terms & Conditions do not permit you to consult about your own employer, even in the context of comparing it to another company.

**Answer C - Incorrect:** Nothing in Guidepoint's Terms & Conditions prohibits you from discussing your industry; it just prohibits you from discussing your own employer and confidential information.

**Answer D - Incorrect:** You are always required to provide honest, accurate information to our Clients. Provided you are prepared to set aside any interest you have in succeeding over your employer's competitor and conduct yourself in a professional, honest manner, you may discuss your employer's competitor in a consultation.

### Question 6

**The correct answer is (D).**

You are required to maintain our Clients' confidentiality and you may not identify our Clients to anyone at any time.

**Answer A - Incorrect:** Under Guidepoint's Terms & Conditions, your confidentiality obligations to both Guidepoint and its Clients continue beyond the consultation and, in fact, beyond your participation in Guidepoint's expert network.

**Answer B - Incorrect:** Your confidentiality obligations to both Guidepoint and its Clients apply equally no matter the medium used.

**Answer C - Incorrect:** Under Guidepoint's Terms & Conditions, your confidentiality obligations to both Guidepoint and its Clients continue beyond your participation in Guidepoint's expert network.

### Question 7

**The correct answer is (A).**

A company that is owned by three individuals who founded the company would not have publicly traded shares and, therefore, it would not be a public company.

**Answer B - Incorrect:** To determine whether a company is a public company, you must consider whether its ownership is embodied in equity shares that are traded on a public stock exchange. The owners' relationships to each other are immaterial.

**Answer C - Incorrect:** To determine whether a company is a public company, you must consider whether its ownership is embodied in equity shares that are traded on a public stock exchange. The fact that there is more than one owner is not sufficient information for making such a determination.

**Answer D - Incorrect:** To determine whether a company is a public company, you must consider whether its ownership is embodied in equity shares that are traded on a public stock exchange. The fact that a company does business with the public is not part of the analysis.

### Question 8

**The correct answer is (D).**

You may never disclose confidential information. You may discuss information that was not confidential at the time you received it or that has become public since you received it, provided that you only discuss the public aspects of the information. We never want our Advisors making determinations about materiality. We simply do not permit our Advisors to discuss any confidential information, irrespective of whether it is material. In addition, if you served in an accounting or finance role at your former employer, you may not consult on any topic concerning your former employer until four months after your departure.

**Answer A - Incorrect:** You may be subject to confidentiality restrictions based on your former employment so the fact that the subject concerns your former employer is not the end of the inquiry.

**Answer B - Incorrect:** If the information was confidential when you received it, and has not been made public since that time, you may not discuss it in a consultation. The information's importance is irrelevant.

**Answer C - Incorrect:** You may take this view and, if you do, that is fine. Under Guidepoint's Terms & Conditions, however, you may discuss information that has been publicly disclosed even if it was confidential at the time you received it, provided that you only discuss aspects that you know have been made public.