CONFIDENTIALITY AGREEMENT REGARDING ASCO CLINICAL PRACTICE GUIDELINE DRAFT(S)

I understand that the information contained in the clinical practice guideline draft(s) that I am requesting (referred to as the “Guideline Draft(s)” ) is highly confidential information that has not yet been publicly released. I further understand that this information is being made available to me in advance of public release solely for the purpose of enabling me to review and comment on the Guideline Draft(s).

As a condition to being given access to the Guideline Draft(s) in advance of its public release, I hereby agree that until such time as the Guideline Draft(s) has been made public by ASCO, I will treat each Guideline Draft and the information contained in each Guideline Draft as confidential.

Specifically, and without limiting the generality of my agreement to maintain the confidentiality of the Guideline Draft(s), I understand and agree that:

- I will not publish the information contained in an Guideline Draft(s), or provide the information to others for publication, prior to the time the Guideline Draft(s) is made public; and
- I will not use the information contained in any Guideline Draft(s) to trade in the securities of any issuer, or provide the information to others who may use it for securities trading purposes. I understand that a violation of my agreement not to use Guideline Draft(s) information for securities trading purposes or to provide it to others who may use it for securities trading purposes may constitute a violation of federal or state securities laws and may subject me to civil or criminal liability.
- I understand that ASCO is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Guideline Draft(s). Neither ASCO nor its affiliates, nor their respective officers, directors, employees, members, and Representatives, will have any liability resulting from the use of the Guideline Draft(s) or the information contained therein.

If I am signing this Confidentiality Agreement on behalf of a corporation or other organization or legal entity, all references to “I,” “me,” and “my” in this Confidentiality Agreement refer to such entity and each of its members, shareholders, partners, officers, directors, employees, and agents. I agree that access to the Guideline Draft(s) by employees or agents of the entity will be on a strictly “need to know” basis, and that every employee or agent who has access to any of the Guideline Draft(s) will be cautioned about their confidential nature. The signature below is by a duly authorized agent of the entity, and binds the entity to the terms of this Confidentiality Agreement.

To obtain access to the Guideline Draft(s), I hereby agree to the terms of this Confidentiality Agreement.

[COMPANY NAME]

(Print Signer’s Name) (Signature)

(Date)