CONFIDENTIALITY AGREEMENT REGARDING
ASCO MEASURE DRAFT(S)

I understand that the information contained in the measure draft(s) that I am requesting (referred to as the “Measure 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 Measure Draft(s).

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

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

• I will not publish the information contained in a Measure Draft(s), or provide the information to others for publication, prior to the time the Measure Draft(s) is made public; and
• I will not use the information contained in any Measure 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 Measure 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 Measure 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 Measure 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 Measure 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 Measure 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 Measure Draft(s), I hereby agree to the terms of this Confidentiality Agreement.

[COMPANY NAME]

(Print Signer’s Name) (Signature)

(Date)