

IPC Consultant Member's Agreement of IPC (IVFPRO Consultation) Service

TERMS AND CONDITIONS OF COUNCIL MEMBERSHIP FOR HEALTHCARE COUNCIL MEMBERS

THIS IS A BINDING CONTRACT. PLEASE READ CAREFULLY AND SIGN BY ENTERING YOUR NAME AND TODAY'S DATE IN THE SPACE PROVIDED BELOW.

These terms and conditions of council membership ("Terms & Conditions") in the IPC (IVFPRO Consultation) Service in IP (IVFPRO) LLC supersede all prior versions of the Terms & Conditions previously in effect between IPC service, IP LLC. and/or its subsidiaries and affiliates (collectively, "IPC") and you.

IPC諮詢會員IPC (IVFPRO Consultation 艾芙博公司諮詢服務) 服務協議

醫療保健諮詢會成員的諮詢會成員條款和條件

這是一份具有約束力的合同。請仔細閱讀並在下面提供的空白處輸入您的姓名和今天的日期並簽名。

這些 IPC Service (艾芙博公司諮詢服務) 在 IVFPRO LLC 艾芙博公司中的諮詢會成員條款和條件 ("條款和條件") 取代之前在 IPC 服務、IP LLC 之間生效的所有先前版本的條款和條件。和/或其子公司和附屬公司 (統稱為"IPC") 和您。

OVERVIEW AND ACTIVITIES

The IPC Councils are groups of professionals and consultants in various industries and specialties who educate and share insights with financial and business leaders and other organizations and professionals ("Clients"). IPC Service provides opportunities for Council Members to participate in different types of projects ("Projects"), such as telephone consultations and online surveys. Council Members who qualify for Member Programs (described below) may be eligible to participate in additional types of Projects, including Projects that require greater time commitments.

概述和活動

IPC 諮詢會是由各行各業的專業人士和顧問組成的團體，他們與金融和商業領袖以及其他組織和專業人士 ("客戶") 進行教育和分享見解。IPC 服務提供諮詢會成員有機會參與不同類型的項目 ("項目")，例如電話諮詢和在線調查。有資格成為會員的諮詢會成員計劃 (如下所述) 可能有資格參與其他類型的項目，包括需要更大的時間承諾。

MEMBERSHIP POLICIES

By signing these Terms & Conditions, you represent that you have completed the Council Member Tutorial and that you are permitted to join the IPC Councils.

In particular, you confirm that you are not prohibited or limited in any way from participating in the IPC Councils by any contract (e.g., employment, consulting, confidentiality, or nondisclosure agreements), your current employer's policies or codes of conduct if you are employed, or any similar policies or obligations that limit your conduct in any way. Further, to the extent your ability to consult is limited in any way, you confirm that you have obtained all necessary consents or waivers (e.g., the consent of your employer, any company or organization for which you have

consulted, or any affiliated academic or government organization) to participate as a Council Member. It is your responsibility to determine whether you are permitted to join the IPC Councils. As a Council Member, you acknowledge and agree to the following: (i) you are a non-agent independent contractor of IPC; (ii) you have no authority to act on behalf of IPC; (iii) you are not eligible for any IPC or Client employment benefits based on your participation in the IPC Councils; (iv) you shall not identify any Client or IPC as your employer; (v) you are joining the IPC Councils in your individual capacity and not as a representative or on behalf of any other entity (such as past or present employers), except as otherwise agreed in writing between such entity and IPC; and (vi) IPC, in its sole discretion, may determine your eligibility for membership in the IPC Councils.

會員政策

通過簽署這些條款和條件，您表示您已完成諮詢會成員教程並且您被允許加入 IPC 諮詢會。

特別是，您確認沒有任何合同（例如，僱傭、諮詢、保密或保密協議）、您當前雇主的政策或行為準則（如果您受僱）以任何方式禁止或限制您參與 IPC 諮詢會，或以任何方式限制您的行為的任何類似政策或義務。此外，如果您的諮詢能力以任何方式受到限制，您確認您已獲得所有必要的同意或棄權（例如，您的雇主、您諮詢過的任何公司或組織或任何附屬學術或政府組織）作為諮詢會成員參加。您有責任確定您是否被允許加入 IPC 諮詢會。

作為諮詢會成員，您承認並同意以下內容：(i) 您是 IPC 的非代理獨立承包商；(ii) 您無權代表 IPC 行事；(iii) 由於您參與 IPC 諮詢會，您沒有資格獲得任何 IPC 或客戶就業福利；(iv) 您不得將任何客戶或 IPC 識別為您的雇主；(v) 您以個人身份加入 IPC 諮詢會，而不是作為代表或代表任何其他實體（例如過去或現在的雇主），除非該實體與 IPC 另有書面約定；(vi) IPC 可自行決定您是否有資格成為 IPC 諮詢會成員。

PARTICIPATION IN THE IPC COUNCILS

At all times during your participation in the IPC Councils, 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 all applicable laws and regulations. When engaging in Projects or Platform Activity, you agree to abide by any obligations you may have that limit what you can discuss or the scope of your participation in the IPC Councils.

YOU MUST DECLINE, OR DISCONTINUE PARTICIPATION IN, ANY PROJECT OR PLATFORM ACTIVITY THAT PRESENTS A CONFLICT OF INTEREST OR WOULD RESULT IN A VIOLATION OF ANY APPLICABLE LAW, THESE TERMS & CONDITIONS, OR YOUR OBLIGATIONS TO PAST OR PRESENT EMPLOYERS OR ANY OTHER THIRD PARTY.

參加 IPC 諮詢會

在您參與 IPC 諮詢會期間，您始終同意本著誠信、專業和熟練的方式，盡您所能，並遵守這些條款和條件以及所有適用的法律法規。在參與項目或平台活動時，您同意遵守您可能承擔的任何限制您可以討論的內容或您參與 IPC 諮詢會的範圍的義務。

您必須拒絕或停止參與任何存在利益衝突或可能導致違反任何適用法律、這些條款和條件或您對過去或現在的雇主或任何其他第三方的義務的項目或平台活動。

Business Professional Council Members (if you are a medical doctor and not relevant to the confidential secrets to the company, then you are not related these articles)

During the course of your participation in the IPC Councils you SHALL NOT disclose confidential information, which includes:

Material, nonpublic information (MNPI), including MNPI related to any company, security, industry, or pending government action or legislation; Proprietary information, including trade secrets, copyrighted information, business information, belonging to past or present employers, companies for whom you have consulted, or any other third party; Non-public or confidential information related to pending government action or inaction; Information that you have a duty or have agreed to keep confidential (e.g., by contract, fiduciary duty, etc.); Information that was disclosed to you or to which you were permitted access under the assumption or expectation that you keep it confidential; and Information you believe may be confidential.

Additionally, you will not disclose any information that you are otherwise prohibited from disclosing under applicable law or which might result in your breach of any regulatory, legal, ethical, or professional standard or rule.

You further agree to the following:

If you are an employee or director of a company, you will not (i) discuss or disclose that company's information (such as its performance, strategy, processes, operations, or internal metrics), (ii) accept or engage in any Projects or Platform Activities about that company, or (iii) consult for any Client you reasonably believe to be a direct competitor of that company in each case without the express written consent of the company and IPC; If you are an auditor or former auditor, you will not consult about organizations that you or your employer 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 year, you will not discuss accounting or financial issues relating to that company or its affiliates; If you are an employee or director of an entity issuing securities in an initial public offering (IPO) or that has made, or is the subject of, a tender offer, or an entity that has acted on behalf of such a company in connection with such tender offer, you will decline all Project invitations until the commencement of such offering or while the tender offer process is ongoing;

You represent that you have not been:

Convicted of, plead guilty to, or admitted committing, a felony or any offense involving dishonesty or deception (e.g., theft, fraud, etc.); Subject to an order, judgment, action, or investigation of a court or any national or state regulatory or self-regulatory organization, such as the U.S. Securities and Exchange Commission (SEC), the Financial Conduct Authority (FCA), the Securities and Futures Commission (SFC) or Financial Industry Regulatory Authority (FINRA), relating to a violation of securities laws or an accusation of civil or criminal fraud or deceptive practices; or Named on the Excluded Parties List System (now consolidated at SAM.gov) maintained by the U.S. General Services Administration, the Specially Designated Nationals list maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, or any other similar list maintained by the U.S. or other nation or NGO.

商務專業人士諮詢會成員(如果你是醫師不牽涉到商務機密則以下條款與您無關)

在您參與 IPC 諮詢會的過程中，您不得披露機密信息，其中包括：

重要的非公開信息 (MNPI)，包括與任何公司、安全、行業或未決政府行動或立法相關的 MNPI；專有信息，包括商業秘密、受版權保護的信息、商業信息，屬於過去或現在的雇主、您諮詢過的公司或任何其他第三方；與未決政府行動或不作為有關的非公開或機密信息；您有義務或已同意保密的信息（例如，通過合同、信託義務等）；在假設或期望您對其保密的情況下向您披露或允許您訪問的信息；您認為可能是機密的信息。

此外，您不會披露根據適用法律禁止披露或可能導致您違反任何監管、法律、道德或專業標準或規則的任何信息。

您進一步同意以下內容：

如果您是公司的員工或董事，您不得 (i) 討論或披露該公司的信息（例如其績效、戰略、流程、運營或內部指標），(ii) 接受或參與任何項目或關於該公司的平台活動，或 (iii) 未經公司和 IPC 的明確書面同意，在每種情況下為您合理認為是該公司直接競爭對手的任何客戶進行諮詢；如果您是審計員或前審計員，您不會諮詢您或您的雇主目前正在審計或在過去三年中審計過的組織；如果您在過去一年內曾在一家公司的會計或財務部門工作，您將不會討論與該公司或其關聯公司有關的會計或財務問題；如果您是在首次公開募股 (IPO) 中發行證券的實體的僱員或董事，或者已經提出或成為要約收購對象的實體，或者代表此類公司就以下事項採取行動的實體此類要約收購，您將拒絕所有項目邀請，直至此類要約開始或要約收購過程正在進行；

您聲明您沒有：

被定罪、認罪或承認犯有重罪或任何涉及不誠實或欺騙的罪行（例如盜竊、欺詐等）；受法院或任何國家或州監管或自律組織（例如美國證券交易委員會 (SEC)、金融行為監管局 (FCA)、證券和期貨委員會 (SFC) 或金融業監管局 (FINRA)，涉及違反證券法或民事或刑事欺詐或欺詐行為的指控；或在美國總務管理局維護的排除方名單系統（現合併於 SAM.gov）、美國財政部外國資產控制辦公室維護的特別指定國民名單或由美國或其他國家或非政府組織。

Healthcare Council Members

If you are a healthcare professional, you represent that (i) you are duly licensed, to the extent required, in the state(s), province(s) and/or country in which you are currently practicing and (ii) you have not been excluded, debarred, suspended, or otherwise declared ineligible to participate in federal and/or state programs (or their equivalent), 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. If your status should change with respect to any of these representations, you agree to immediately notify IPC.

You also agree that you will not disclose to IPC or its Clients any patient information prohibited by law during Projects, Platform Activities, or otherwise through your participation in the IPC Councils. If you are an investigator, or have another role, in a clinical drug or medical device trial, you agree that you will not discuss confidential information, including enrollment, patient experience, trial results, side effects or adverse events, views on potential approval based on clinical experience, dropout rates, or any other confidential information related to the trial.

Further, if you are a Council Member serving on a committee for a drug or medical device trial, such as a Clinical Trial Steering Committee, Clinical Trial Monitoring Committee, Data Safety Monitoring Board, or Clinical Trial (Scientific) Advisory Board – and as a result have access to aggregated clinical trial results – you agree that you will not discuss the drug, medical device, or treatment in question and thus will not engage in Projects or Platform Activities the subject of which is that drug, medical device, or treatment.

Additionally, you confirm that any agreements or contracts that govern your participation in any clinical drug or medical device trial or participation on a committee do not prohibit you from participating in the IPC Councils.

Our life sciences, pharmaceutical, biotech, and medical device clients (or other clients working on behalf of such entities) may be required, whether by law, industry associations, or their own compliance protocols, to disclose (publicly or to other third parties) certain details of your consulting, including your name and the amount you were paid and other transfers of value (“Required Client Disclosures”). For example, a pharmaceutical company may be required to publicly disclose certain of its interactions with healthcare professionals. You expressly consent to IPC or Client collecting and storing the information related to the Required Client Disclosures and making any Required Client Disclosures. You further agree to provide any additional information necessary to make any Required Client Disclosures accurate and complete.

醫療保健諮詢會成員 (如果您非醫療人員以下條款與您無關)

如果您是一名醫療保健專業人士，您聲明 (i) 在您當前執業的州、省和/或國家/地區，您已在要求的範圍內獲得正式許可，並且 (ii) 您擁有未被排除、禁止、暫停或以其他方式宣布沒有資格參加聯邦和/或州計劃（或同等項目），或被列入美國衛生部監察長辦公室發布的排除個人/實體名單和人類服務辦公室和/或美國食品和藥物管理局的禁止名單。如果您的狀態因這些陳述而發生變化，您同意立即通知 IPC。

您還同意，您不會在項目、平台活動期間或通過您參與 IPC 諮詢會的其他方式向 IPC 或其客戶披露任何法律禁止的患者信息。如果您是臨床藥物或醫療器械試驗中的研究者或擔任其他角色，您同意不會討論機密信息，包括入組、患者體驗、試驗結果、副作用或不良事件、基於潛在批准的觀點臨床經驗、退出率或與試驗相關的任何其他機密信息。

此外，如果您是在藥物或醫療器械試驗諮詢會任職的委員會成員，例如臨床試驗指導委員會、臨床試驗監測委員會、數據安全監測委員會或臨床試驗（科學）顧問委員會，並且作為結果可以訪問匯總的臨床試驗結果——您同意您不會討論有問題的藥物、醫療設備或治療，因此不會參與以該藥物、醫療設備或治療為主題的項目或平台活動。

此外，您確認任何約束您參與任何臨床藥物或醫療器械試驗或參與委員會的協議或合同並不禁止您參與 IPC 諮詢會。

我們的生命科學、製藥、生物技術和醫療器械客戶（或代表此類實體工作的其他客戶）可能被需要根據法律、行業協會或他們自己的合規協議進行披露（公開或向其他第三方）您諮詢的某些詳細信息，包括您的姓名和支付的金額以及其他價值轉移（“要求的客戶披露”）。例如，一家製藥公司可能被需要公開披露其與醫療保健專業人員的某些互動。您明確同意 IPC 或客戶收集和存儲與要求的客戶披露相關的信息並作出任何要求的客戶披露。您進一步同意提供任何必要的額外信息，以使任何必需的客戶披露準確和完整。

CONFIDENTIALITY OF IPC AND CLIENT INFORMATION

While you are a Council Member and thereafter, you agree not to disclose or to attempt to use or personally benefit from (e.g., use to trade securities or make investment decisions) any Restricted Information (as defined below) that is disclosed to or known by you because of your participation in the IPC Councils until such time as the Restricted Information has become publicly available through no action of your own, except to the extent required by law or as expressly permitted by IPC for the purpose of facilitating a particular Project. The following should be considered strictly confidential: (1) the identity of Clients (e.g., do not list Clients on your resume, website, or any business networking profile); (2) information about Projects, including Project invites and lists to which you are granted access; (3) information about any actual or potential business, investment or trading decisions, or transactions of any Client; (4) materials and information provided to you by Client; or (5) any other nonpublic or proprietary information of IPC or its Clients (collectively, “Restricted Information”). 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 Restricted Information to anyone, you will promptly notify IPC, unless prohibited from doing so by the express terms of a government subpoena or court order, and will cooperate fully with IPC in protecting such information to the extent possible under applicable law. Upon request by IPC or the applicable Client, you agree to return or destroy all Restricted Information in your possession.

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 the IPC Councils or in a Project prior to accepting an invitation for that Project.

IPC 和客戶信息的保密性

當您是諮詢會成員後，您同意不披露或試圖使用或個人受益於（例如，用於交易證券或做出投資決定）任何被披露或獲知的受限信息（定義見下文）由於您參與 IPC 諮詢會，直到限制信息通過您自己的行為公開可用，除非法律要求或 IPC 為促進特定項目而明確允許的範圍內。以下內容應被視為嚴格保密：(1) 客戶的身份（例如，不要在您的簡歷、網站或任何商業網絡資料中列出客戶）；(2) 有關項目的信息，包括項目邀請和您有權訪問的列表；(3) 有關任何客戶的任何實際或潛在業務、投資或交易決策或交易的信息；(4) 客戶向您提供的資料和信息；(5) IPC 或其客戶的任何其他非公開或專有信息（統稱為“受限信息”）。如果法院或其他政府或法律機構的命令迫使您（或已通知正在尋求此類命令）向任何人透露任何受限信息，您將立即通知 IPC，除非明確條款禁止這樣做政府傳票或法院命令，並將與 IPC 充分合作，在適用法律的範圍內盡可能保護此類信息。應 IPC 或適用客戶的要求，您同意歸還或銷毀您擁有的所有受限信息。

儘管有上述規定，如果且僅在必要的範圍內，您可以披露一般主題和客戶描述，以確保在接受項目邀請之前獲得任何必要的第三方同意您參與 IPC 諮詢會或項目。

COUNCIL MEMBER INFORMATION

You agree to provide IPC with accurate and complete biographical information.

You consent to IPC contacting you by email, telephone, SMS, or otherwise, to process and administer details of your membership in the IPC Councils, to provide you with opportunities to participate in Projects or other Platform Activity, to assist with required approvals and consents for Project participation, to comply with applicable laws and Client compliance policies, and to tell you about IPC's business.

DATA PROTECTION

IPC will process Council Member information in accordance with IPC's Privacy Policy. In the course of providing services, complying with its own contractual and regulatory obligations, and operating its business, IPC service may process personal data in accordance with applicable data protection laws. .

You agree to process personal data you receive from IPC in accordance with the applicable provisions of these Terms & Conditions and the IPC Privacy Policy.

諮詢會成員信息

您同意向 IPC 提供準確和完整的傳記信息。

您同意 IPC 通過電子郵件、電話、短信或其他方式與您聯繫，以處理和管理您在 IPC 諮詢會中的成員身份的詳細信息，為您提供參與項目或其他平台活動的機會，協助獲得所需的批准和同意參與項目，遵守適用法律和客戶合規政策，並向您介紹 IPC 的業務。

數據保護

IPC 將根據 IPC 的隱私政策處理諮詢會成員信息。在提供服務、遵守其自身的合同和監管義務以及運營其業務的過程中，IPC 服務可能會根據適用的數據保護法處理個人數據。 .

您同意根據這些條款和條件以及 IPC 隱私政策的適用規定處理您從 IPC 收到的個人數據。

COMPLIANCE WITH ANTI-CORRUPTION LAWS

You acknowledge that you are aware of, and have received training on, the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, Sapin II, as well as anti-corruption/anti-bribery laws in general, and commit yourself to abide by such laws. Therefore when performing work on behalf of IPC or its Clients you shall not accept, offer, promise, or pay any money, gift, or any other thing of value from or to any person:

for the purpose of influencing official actions or decisions, while knowing or having reason to know that any portion of this money, gift or thing shall, directly or indirectly, be given, offered, or promised to (i) an employee, officer, or other person acting in an official capacity for any government (or its instrumentalities), government owned/controlled organization, enterprise or entity, or public international organization (e.g., WHO, World Bank, United Nations, etc.) or (ii) any political party, party official, or candidate for political office; for the purpose of obtaining or retaining business or inducing any person to cease to act in good faith, impartially, or in accordance with a position of trust; or to improperly induce any person to provide you with information.

COUNCIL MEMBER CONTENT

You represent that any materials, regardless of format, that you submit, upload to a IPC website, or otherwise provide to a Client or to IPC, whether orally or in writing, (collectively, "Content") is your intellectual property or you have obtained any necessary permissions or licenses to such Content. You are solely responsible for your Content, and you agree not to submit Content that is unlawful, threatening, defamatory, profane, deceptive, misleading, infringes on the rights of another, or otherwise violates these Terms & Conditions.

遵守反腐敗法

您承認您了解並接受過有關美國反海外腐敗法、英國反賄賂法、Sapin II 以及一般反腐敗/反賄賂法的培訓，並承諾遵守此類法律。因此，在代表 IPC 或其客戶執行工作時，您不得接受、提供、承諾或支付來自或向任何人的任何金錢、禮物或任何其他有價物：

為了影響官方行動或決定，同時知道或有理由知道這筆錢、禮物或東西的任何部分將直接或間接地給予、提供或承諾給 (i) 僱員、官員或以官方身份為任何政府（或其機構）、政府擁有/控制的組織、企業或實體或公共國際組織（例如，世衛組織、世界銀行、聯合國等）或 (ii) 任何政治黨、黨的官員或政治職位候選人；為了獲得或保留業務或誘使任何人停止以善意、公正或根據受託地位行事；或不當誘使任何人向您提供信息。

諮詢會成員內容

您聲明，您提交、上傳到 IPC 網站或以其他方式提供給客戶或 IPC 的任何材料，無論是口頭還是書面形式，（統稱為“內容”）都是您的知識產權或您擁有獲得此類內容的任何必要許可或許可。您對您的內容負全部責任，並且您同意不提交非法、威脅、誹謗、褻瀆、欺騙、誤導、侵犯他人權利或以其他方式違反這些條款和條件的內容。

RELIANCE BY CLIENTS

These Terms & Conditions are intended to benefit Clients. Clients expect that all Projects will be carried out in accordance with these Terms & Conditions and applicable laws and that, among other things, they will not receive any confidential information, including material non-public information, and their own Restricted Information will not be disclosed.

PAYMENTS

You are responsible for providing your or your organization's payment details on your IPC Council Member profile page and keeping such information up-to-date. If you are employed, you must follow your employer's policies that may relate to payment by IPC.

Payment terms for Platform Activities, to the extent applicable, will be made in accordance with the terms set forth on IPC's websites regarding the particular Platform Activity or as otherwise agreed in writing by IPC. IPC does, however, reserve the right to combine any payments due to you.

IPC may require you to provide additional information (including your Social Security number, date of birth, or equivalent Tax Identification number) about yourself or your employer/company as part of IPC's security procedures. Note that U.S. Council Members will receive a U.S. Internal Revenue Service Form 1099 for payments as required. You also agree that all fees imposed on you by any banking institution to process any payment from IPC Service are your sole responsibility.

Non-U.S. Council Members may be asked to confirm such status. Your contract will be with, and you shall receive your payments from, IPC of IVFPRO LLC, a U.S. entity. You agree that you are responsible for paying any applicable taxes in your jurisdiction on payments you receive from IPC, in accordance with applicable law.

客戶的信賴

這些條款和條件旨在使客戶受益。客戶期望所有項目都將按照這些條款和條件和適用法律進行，除其他外，他們不會收到任何機密信息，包括重要的非公開信息，並且他們自己的受限信息不會被披露。

付款

您有責任在您的 IPC 諮詢會成員資料頁面上提供您或您的組織的付款詳細信息，並及時更新此類信息。如果您受僱，您必須遵守您的雇主可能與 IPC 付款相關的政策。

在適用的範圍內，平台活動的付款條款將根據 IPC 網站上關於特定平台活動的條款或 IPC 另行書面同意的條款制定。但是，IPC 保留合併任何應付給您的款項的權利。

作為 IPC 安全程序的一部分，IPC 可能會要求您提供有關您自己或您的雇主/公司的其他信息（包括您的社會安全號碼、出生日期或等效的稅務識別號碼）。請注意，美國籍諮詢會成員將收到一份美國國稅局 1099 表，用於按要求付款。您還同意，任何銀行機構為處理 IPC 服務的任何付款而向您收取的所有費用均由您自行承擔。

非美國籍諮詢會成員可能會要求諮詢會成員確認這種狀態。您的合同將與美國實體 IVFPRO LLC 的 IPC 簽訂，並且您將收到您的付款。您同意根據適用法律，您有責任為您從 IPC 收到的付款支付您所在司法管轄區的任何適用稅款。

AGREEMENT DETAILS Right to Injunction/Limitation on Liability In the event that you breach, or threaten to breach, any of the obligations contained in the terms of use of IPC websites or the Sections of these Terms & Conditions titled Communication with Non-Council Members, Confidentiality of IPC and Client Information, or Non-Solicitation of Clients, you acknowledge that

IPC's and/or Clients' remedies at law will be inadequate and that Client and/or IPC will be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

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 arbitration before a single arbiter. The arbitration shall be administered by JAMS pursuant to its Streamlined Rules and Procedures. The enforceability of this arbitration agreement shall be governed by the U.S. Federal Arbitration Act.

You and IPC are agreeing to give up any rights to litigate claims in a court or before a jury or to participate in a class action or representative action with respect to a claim. Other rights that you would have if you went to court, such as access to discovery, may also be unavailable or may be limited in arbitration.

Governing Law

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

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.

Termination

Subject to your obligation to complete Projects for which you are engaged, you have the right to withdraw from the IPC Councils at any time upon notice to IPC, and IPC has the unlimited right to terminate or limit your membership in the IPC Service and Member Programs at any time and for any reason.

By signing these Terms & Conditions, you acknowledge and agree that you are making express representations to IPC and Clients that you will abide by all of your obligations and responsibilities as set forth in these Terms & Conditions.

End of Terms & Conditions

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協議詳情 禁令/責任限制權 如果您違反或威脅違反 IPC 網站使用條款或本條款與條件中標題為與非諮詢會成員溝通的部分中包含的任何義務，IPC 和客戶信息的機密性，或客戶的不招攬，您承認 IPC 和/或客戶的法律補救措施是不充分的，並且客戶和/或 IPC 將有權獲得禁令以防止您的潛在或持續違約和維持以下規定的待決仲裁的現狀。

仲裁

由本條款和條件引起或與本條款和條件相關的任何爭議、爭議或索賠，無論是侵權、合同或其他方面的，包括所主張的索賠是否可仲裁，均應由一名仲裁員獨家和最終通過仲裁確定。仲裁應由 JAMS 根據其簡化的規則和程序進行管理。本仲裁協議的可執行性應受美國聯邦仲裁法的約束。

您和 IPC 同意放棄在法庭或陪審團面前就索賠提起訴訟或參與與索賠有關的集體訴訟或代表訴訟的任何權利。如果您上法庭，您將擁有的其他權利（例如獲得發現的權利）也可能不可用或在仲裁中可能受到限制。

準據法

這些條款和條件，以及由此產生或與之相關的任何索賠，無論是侵權、合同還是其他方面，均受紐約法律管轄，不考慮紐約的法律選擇規則。

可分割性 這些條款和條件的任何規定的無效或不可執行性不應僅因這些原因影響這些條款和條件的任何其他規定的有效性或可執行性。

終止

根據您完成您參與的項目的義務，您有權在通知 IPC 後隨時退出 IPC 諮詢會，並且 IPC 有權終止或限制您在 IPC 服務和會員計劃中的會員資格在任何時候，出於任何原因。

通過簽署這些條款和條件，您承認並同意您向 IPC 和客戶明確表示您將遵守這些條款和條件中規定的所有義務和責任。

條款和條件結束

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