

Voleon Referral Bonus Program

Voleon Capital Management LP and its affiliated and/or commonly owned companies (each, a member of “The Voleon Group”) are committed to hiring the best people. We have found that the most successful means of sourcing candidates is through referrals. Our Referral Bonus Program helps recognize and reward your efforts to grow our firms. By submitting a name and resume to us, you agree that the terms and conditions of this Referral Bonus Program Agreement (“Agreement”) shall govern each of our rights and obligations.

Our list of open opportunities is posted on our company website at voleon.com/apply. Please refer to this list when thinking of people to refer, or when making referrals. Senior level positions are noted with an asterisk.

We appreciate everyone’s efforts to help grow The Voleon Group. We could not do this without you, so please keep thinking about people you know who might be great candidates and keep your referrals coming.

The terms of The Voleon Group’s Referral Bonus Program are as follows:

Term: This Agreement governs all candidates submitted through this web page and who join any company in The Voleon Group on or before the Program End Date. As of the date hereof, the “Program End Date” is scheduled to be December 31, 2017. The Voleon Group reserves the right to change the Program End Date at any time without notice. A candidate must be submitted before the Program End Date for you to be eligible for the payments below.

Eligibility: All The Voleon Group employees and Friends of The Voleon Group (as defined below) are eligible to earn referral bonuses, though the terms differ as between employees and friends, as noted below. As described in more detail below, persons employed or contracted by The Voleon Group as full-time recruiters are not eligible for the Referral Bonus Program. Candidates who submit themselves are not eligible for the Referral Bonus Program.

The Voleon Group Employees

If you are an employee of Voleon Capital Management LP or one of its affiliates and you are the first person to submit the name and resume of a candidate who:

- accepts an offer to join a company in The Voleon Group within 90 days of the date you submitted their name, **and**
- remains an employee of the Voleon Group and neither voluntarily leaves nor is terminated from employment for a period of 90 calendar days after their start date,

you are eligible to receive a bonus equal to:

- \$15,000 payable within 30 days after your referred candidate has been employed by The Voleon Group for 90 days for positions listed as senior level; **or**
- \$7,500 payable within 30 days after your referred candidate has been employed by The Voleon Group for 90 days for all other positions.

The bonus will be paid as part of your regular payroll made in the 30-day period described above, and shall be subject to all applicable taxes and withholdings. The compensation structure in this Agreement is agreed to be the sole compensation to you for the performance of any recruiting services you may provide.

Friends of The Voleon Group

If you are not an employee of a member entity in The Voleon Group, are not a recruiter contracted by The Voleon Group or otherwise receiving compensation for referring employees to The Voleon Group, and you are the first person to submit the name and resume of someone who:

- accepts an offer to join a member of the Voleon Group within 90 days of the date you submitted their name, **and**
- remains an employee of the Voleon Group and neither voluntarily leaves nor is terminated from employment for a period of 90 calendar days after their start date,

you are eligible to receive a bonus equal to:

- \$15,000 payable within 30 days after your referred candidate has been employed by The Voleon Group for 90 days for positions listed as senior level; or
- \$7,500 payable within 30 days after your referred candidate has been employed by The Voleon Group for 90 days for all other positions.

You agree to provide a valid IRS form W-9 prior to receiving the fee. Assuming you have provided a valid W-9, the fee will be paid to you within 30 days after the 90th calendar day of employment of the referred candidate, mailed to the address you indicated on your W-9.

You understand any recruiting services you provide are provided to us as an independent contractor. Anything herein to the contrary notwithstanding, you and The Voleon Group companies each hereby acknowledge and agree that The Voleon Group shall not have the right to control the manner, means, or method by which you seek to refer candidates to The Voleon Group. You acknowledge that this appointment shall not establish a principal-agent relationship or create a joint venture, franchise, or partnership at law between you and any member of The Voleon Group. You agree that you shall not hold yourself out as an agent of The Voleon Group or attempt to bind The Voleon Group to any third party agreement. You agree not to use The Voleon Group logo or recruiting materials, except with written prior authorization. You understand that you shall not be an employee of any company within The Voleon Group, nor shall you be entitled to any benefits accorded to The Voleon Group's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. You hereby waive the benefit of any state or federal laws or regulations dealing with the establishment and regulation of franchises.

The compensation structure in this Agreement is agreed to be the sole compensation to you for the performance of any recruiting services you may provide. All expenses and costs incurred by you in sourcing a candidate shall be solely borne by you.

You acknowledge and agree that The Voleon Group shall not deduct any amount for withholding, unemployment, social security, or other taxes as from any payments made to you. You shall pay, when and as due, any and all taxes incurred as a result of your compensation, including estimated taxes and payroll taxes, and shall provide The Voleon Group with proof of payment on demand. You agree to indemnify, defend and hold harmless The Voleon Group from any claims, losses, costs, fees, liabilities, damages, or injuries arising from any breach of the provisions of this paragraph.

More details and restrictions on the incentive program for all participants:

- The referred candidate must not have informed The Voleon Group of his or her intention to leave The Voleon Group at the time any payment is made pursuant to this program.
- The referred candidate must be submitted via this website form and you must agree to this Agreement. Please note that if we have already received information on the candidate from another source, you will not be eligible for referral credit for that candidate.
- Bonuses will only be paid for candidates referred by you and with whom you have had direct personal contact. The Voleon Group will not be obligated to pay the bonus to you if you use mass mailings or other forms of mass solicitations to potential candidates or if you submit large numbers of unscreened candidates (from a list or otherwise). In general, this program is intended for referrals of people you know or have met personally, and The Voleon Group in its sole discretion may determine such attempts to solicit referrals are not in the spirit of this Agreement.
- The Voleon Group may, in its sole discretion, accept or reject any referred candidate that you present or solicit and is under no obligation whatsoever to accept any referred candidate referred hereunder. The Voleon Group shall in its sole discretion set the terms of its engagement with any referred candidate.
- The Voleon Group may, in its sole discretion, terminate any referred candidate that you present or solicit at any time, with or without cause, and is under no obligation whatsoever to continue the employment of any referred candidate referred hereunder. You understand that The Voleon Group's termination decision may affect your rights to receive the compensation above.
- The Voleon Group may terminate this Agreement immediately and without notice in the following circumstances:
 - breach of any covenant, term or condition of this Agreement by you which breach continues unremedied for a period of ten (10) days after notice;
 - you make an assignment for the benefit of creditors, or you become bankrupt or insolvent, or you take the benefit of or become subject to any legislation in force relating to bankruptcy or insolvency; or
 - a termination of this program with respect to all participants.
- This Agreement shall in all respects be governed and construed according to the laws of the State of California. This Agreement, as may be amended from time to time, constitutes the entire understanding between the parties in relation to the subject matter hereof and supersedes all prior discussions, agreements and representations, whether oral or written and whether or not executed by the parties. Any controversy or claim arising out of, or relating to, this Agreement, or the making, performance or interpretation hereof, not settled by the procedure described above shall be settled by arbitration in San Francisco, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. There will be only one arbitrator appointed, who shall be a retired

or former judge of either the U.S. District Court or the California Superior Court. The arbitrator may only award damages or grant relief or other remedies that would be available in a court action. The arbitration award shall be binding upon the parties and a judgment or decree upon the award may be entered in any court having jurisdiction over the subject matter of the controversy.

- Any resolutions to questions of interpretation of the program or bonus awards, and any changes to the Program terms, will be handled at the sole discretion of The Voleon Group Management Committee, in writing, and its decisions will be final.

FAQs:

1. I referred someone, and then they brought in another employee. Do I get credit for just the initial referral, or both? Do they get credit for anything? *You get credit only for the original referral. The new hire gets credit for the additional referrals, subject to the terms and conditions herein.*

2. I referred a group – do I get credit for everyone from that group that we hire? *Yes, you will be compensated for each individual hired. Of course, candidates will be considered individually and everyone we hire must meet The Voleon Group’s standards and requirements.*

3. A candidate sent their resume to The Voleon Group, then contacted me as well. I did an initial screening call and sent all the information requested above to the recruiting team, but I wasn’t the first channel through which the resume came into The Voleon Group. Do I still get credit? *No. We want everyone to help us bring great people into The Voleon Group, but we want to reward you for helping to bring people to us who we otherwise might not see. In addition, now that we are working with outside recruiters, we need to have a bright line to define how candidates are introduced to The Voleon Group. Whoever first brings a candidate to the recruiting process is eligible for compensation for that candidate.*

4. Can the referral bonus be split if more than one person at The Voleon Group helped recruit a candidate? *Yes, the referral bonus may be split between two people, if and only if you inform us at the time of the referral in writing via the form that the bonus is to be split and the percentage at which it will be split. Any other agreements outside of this Agreement are to be resolved solely by those individuals involved and not by The Voleon Group.*

If you agree to the foregoing, please submit the information below and click the “Agreement” checkbox and “Submit” button.