

with other activities or services; and

- (f) the Event may be recorded, and you consent to be recorded and to the reproduction, editing, publication, distribution or other use by DBSI of your name, photograph, likeness, voice, and personal or biographical data for publication and for informational, promotional, advertising or other purposes or to regulatory authorities where requested or required to do so, and you release DBSI from any and all claims that you may have in connection with any such use of your name, photograph, likeness, voice, personal or biographical data.

You represent and warrant to DBSI that:

- (a) you are duly authorized and of requisite standing within your business to bind your organization to these terms and conditions;
- (b) you are not a person or entity acting on behalf of a retirement plan or other employee benefit plan or arrangement subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or of a "governmental plan" (as defined in Section 3(32) of ERISA) subject to any U.S. federal or state or local law which is, to a material extent, similar to the foregoing provisions of ERISA; and
- (c) you or each person or account for whom you may be acting have sufficient assets or otherwise qualify to open an "institutional account" (as such term is defined by FINRA Rule 4512(c)); and
- (d) you are not subject to the European Markets in Financial Instruments Directive 2014/65/EU ("**MiFID II**"), or acknowledge and agree that the Event and any materials provided are not intended to induce any investment in any investment product.

Any existing relationship with DBSI relating to your attendance at the Event will be subject to these terms and conditions.

You undertake that you will release, discharge and hold harmless and indemnify DBSI on demand from and against any claims or losses arising which are related to the Event, any materials or any other communication or information provided by DBSI in connection therewith.

DBSI SPECIFICALLY DISCLAIMS ALL LIABILITY (WHETHER IN TORT, CONTRACT OR OTHERWISE) FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER LOSSES, DAMAGES, COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, INCURRED BY YOU OR ANY THIRD PARTY THAT MAY ARISE FROM YOUR ATTENDANCE AT THE EVENT, YOUR DECISION TO MAKE ANY INVESTMENT IN ANY INVESTMENT PRODUCT, ANY RELIANCE ON THE MATERIALS PROVIDED OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF.

These terms and conditions and any non-contractual obligations arising out of or in connection with these terms and conditions shall be governed by and shall be construed in accordance with the internal law of the State of New York. Any action or proceeding regarding a dispute arising out of or in connection with these terms and conditions (including a dispute regarding the existence, validity or termination of these terms and conditions) or any non-contractual obligation arising out of or in connection with these terms and conditions must be instituted in the United States District Court for the Southern District of New York or the Supreme Court of the State of New York for the County of New York. You hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection, including, any objection to the laying of venue or based on the grounds of forum non convenient, which you may now or hereafter have to the bringing of any such action or proceeding in such courts.