

## **CONTEXT365 LLC AND**

## **CONTEXT FAMILY NETWORK, LLC**

### **EVENT REGISTRATION AND PARTICIPATION TERMS**

Your use of the sites [www.contextsummits.com](http://www.contextsummits.com), [www.context365.com](http://www.context365.com), or [www.contextfn.com](http://www.contextfn.com) (and any successor and related sites such as [app.context365.com](http://app.context365.com), collectively, the “Website”) and your registration, use of, attendance at and participation in Context Summits conferences and other events sponsored by Context365 LLC or its subsidiary, Context Family Network, LLC (each, a “Context Event”) constitutes your acceptance and consent to the terms hereof, which includes our Privacy Policy found at <https://media.context365.com/context365-data/policies/PrivacyPolicy.pdf> and website Terms of Use found at <https://media.context365.com/context365-data/policies/TermsOfUse.pdf> (collectively, the “Terms”). If you are registering on behalf of any person or entity (hereafter called “Company”), you hereby represent and warrant that you are duly authorized to accept these Terms on behalf of Company and that Company shall be bound by the Terms hereof. Context shall not be responsible or liable for your violation of these Terms. On behalf of yourself and the Company, intending to be bound hereby, you hereby agree and consent as follows:

References hereafter to “you” or “your” shall mean both you, as an individual, and any Company that you register for any Context Event. References to “Context,” “we” or “us” in these Terms shall mean Context365 LLC and, with respect to Context Events it sponsors or participates in, Context Family Network, LLC, unless the context or instructions require otherwise.

You acknowledge that you have read, understood, and accepted the Terms set forth herein without limitation or qualification and that they shall be binding upon you and the Company each time you use the Website or are involved in a Context Event. You further acknowledge that your agreement to these Terms supersedes any proposal or prior agreement oral or written, and any other communications between us relating to the subject matter of this registration or any Context Event.

### **SECURITIES AND OTHER FINANCIAL REGULATIONS**

By registering for any Context Event, you acknowledge and agree that the Website and a Context Event may not be used to invest, purchase, assume, distribute, offer or sell any security or financial instrument or to carry out any financial service. Without limiting the foregoing, nothing on the Website is intended to be, nor should it be construed or used as, financial, legal, tax or investment advice, an opinion of the appropriateness or suitability of any investment, or an offer, or the solicitation of any offer, to buy or sell any security.

Furthermore, you hereby agree not to transmit or otherwise make available (on the Website or at any Context Event) any advertising or marketing materials unless such materials are in compliance with all applicable laws and regulations to which you, or any financial product managed by you, is subject. In addition, it is your responsibility to observe all applicable securities laws and financial regulations of any relevant jurisdiction, including the State or country where the Context Event is held and the State or country where any participant to a Context Event may reside.<sup>1</sup>

Furthermore, if you are registering as an investor, you hereby attest and represent as follows:

1. If you are registering as an individual, and not as a representative of a Company, you represent that you individually are an “Accredited Investor” and as applicable, a “Qualified Eligible Person,” “Qualified Client,” and/or “Qualified Purchaser” (as such terms are defined under the federal securities and commodities laws). Please click here to view the [Glossary](#).
2. If you are registering on behalf of a Company, you represent that such Company is an “Accredited Investor” and as applicable, a “Qualified Eligible Person,” “Qualified Client,” and/or “Qualified Purchaser” (as such terms are defined under the federal securities and commodities laws). Please click here) to view the [Glossary](#).

---

<sup>1</sup> Including but not limited to: the U.S. Securities Act of 1933, the U.S. Investment Company Act of 1940, the U.S. Securities Exchange Act of 1934, the Investment Advisers Act of 1940, EU Markets in Financial Instruments Directive (Directive 2004/39/EC), the EU Prospectus Directive (2003/71/EC) and the EU Alternative Investment Fund Managers Directive (2011/61/EU), as amended from time to time, and the rules and regulations promulgated pursuant to each of them (as implemented in the local laws of the as implemented in Member States of the European Economic Area).

3. You are not registering for any Context Event for purposes of accessing any one particular advisor or investment and shall not invest in any investment with an advisor with whom you first met at a Context Event until after 30 days following such first meeting.

Any direct or indirect liability, damages or loss caused by a violation of the paragraphs above shall be subject to the terms of the waiver of liability and indemnification as set forth herein.

## **PRIVACY POLICY**

The personal data and information you provide through the Website, during registration, during or in connection with a Context Event or otherwise to us will be processed in accordance with our Privacy Policy found at <https://media.context365.com/context365-data/policies/PrivacyPolicy.pdf>, which is incorporated herein by reference. If you are a private fund adviser, you hereby acknowledge and agree that information and data you provide to us regarding your fund or adviser may be shared with third party service providers who may contact you for purposes of discussing the services they offer.

## **INFORMATION ABOUT LOCATION TRACKING**

Some Context Events may utilize RFID tracking technology embedded in Context Event-provided attendee badges to record location-based information about Context Event attendees during the Context Event as set forth below. In connection with the provisions of the Privacy Policy, by registering for a Context Event, you agree that:

1. We may record information about your location while you attend the Context Event, which data may include which events you attend. Tracking is limited to Context Events and will not be possible off-premises.
2. We may share such information with members of Context's corporate group, our affiliated businesses, funds and investment management and other affiliated and related entities (collectively, "Affiliates"). Other than with respect to (i) such Affiliates, (ii) any consultants or advisors working on behalf of Context, Context Events or such Affiliates, (iii) as described in our Privacy Policy or (iv) as required by law or government authority, Context will not share, sell, lease or otherwise disclose information about your location with any t

third parties. The foregoing restriction will not apply to anonymized, aggregated data about Context Events that do not identify individual attendees (for example the total number of people who attend a particular Context Event).

3. Context's and its Affiliates' use of this location information shall be limited to the following purposes:
  - a. To measure and improve logistics and operations at this and other Context Events; and
  - b. To keep you informed of relevant Context events or related products and services, including the products and services of our Affiliates which may be of interest to you based on the Context Events you attend.
4. Context will only record this information while you are in attendance at the Context Event, however we suggest returning or disposing of your Context Event-provided badge at the end of the Context Event to prevent any off-premises RFID scanning by third-party devices.

## **REGISTRATION VERIFICATION**

All registrations are subject to certain eligibility or other verification by Context. You represent that information you provide to us will be correct, accurate and complete. If any of the information that you have submitted on your online registration form or otherwise to us or through the Website is incorrect, inaccurate or incomplete, your Context Event registration may be cancelled without notification and/or your ability to attend Context Events may be restricted or cancelled without notification.

You acknowledge and agree that Context may cancel your registration at any time in its sole discretion; if such cancellation is not the result of your violation of any of the terms set forth herein, you will receive a full refund (or pro-rata refund, if such cancellation occurs during a Context Event) of applicable registration fees you have paid.

The registration of any Context Event attendee shall not in any way be construed as a recommendation or endorsement by Context of such attendee (either as investor or advisor) or any investment, product or service offered by such attendee, and Context shall not have (and nothing herein shall be read to imply or otherwise be interpreted as creating) any duty to evaluate or otherwise bear any responsibility whatsoever with respect to any attendee's qualifications as an investor or advisor or any

investments that are offered by any Context Event attendees. Attendee investors assume the sole responsibility and risk of their investment decisions and the diligence related thereto. Attendee advisors assume the sole responsibility and risk of their decisions regarding investors and the diligence and obligations related thereto. While Context provides you access to materials prepared by advisor attendees/participants, such information is not complete, does not contain important risk and other information about an advisor and its products/services and may constitute only subjective views. Past performance of an advisor is not indicative of future results of such advisor or a potential investment with such advisor. Context is not responsible for such materials and makes no representations as to the accuracy, timeliness or completeness of any advisor or investor information provided. All investments are subject to the terms of the definitive documents that would be provided by the advisor (and not Context).

Context and its direct and indirect parents and subsidiaries have access to and may share the information provided by users of Context's products and services, including Context Event registrants and attendees, and may use such information in offering products and services in accordance with the Privacy Policy.

## **CONFIDENTIALITY**

Any non-public information or content that is discussed, presented, or otherwise made available to you by or through a Context Event (whether by another attendee or otherwise) or by or on behalf of Context in connection with registering for, participating in, or attending, a Context Event must be kept confidential and may not be distributed, shared, or disclosed to any third party (whether verbally or in writing or other tangible form) without the express prior written approval of Context or its designee and in accordance with applicable law. No attendee is permitted to share material non-public information about any security or issuer in violation of applicable law or otherwise breach any Company's policies and procedures.

## **INTELLECTUAL PROPERTY**

By accepting these Terms, you hereby consent to the use of your (or your Company's) name, image, likeness, or logo in any photographs, videos or other recordings ("Images") taken at the Context Event and authorize the

use and reproduction of such Images by Context or any other person authorized by Context. All such Images, including any and all intellectual property in connection therewith, shall be the sole property of Context. To the extent such ownership rights vest in you by operation of law or otherwise, you hereby assign all rights, title and interest in such intellectual property to Context and agree to take such reasonable additional actions as necessary to effect such assignment. You hereby expressly release Context, its Affiliates, and its and their respective assigns, and their respective officers, owners, agents and employees from all privacy, defamation or other claims, royalties, demands, and liabilities whatsoever arising in connection with the use of any Images.

## **WAIVER OF LIABILITY AND INDEMNIFICATION**

By registering for a Context Event, you certify that you assume full responsibility for your own actions, safety, and welfare. At all times during any Context Event (including at any Context Event-related activities), all attendees and participants shall act in a professional, business-like, ethical, and lawful manner, and shall treat all other attendees and participants with the utmost decency and respect. Without limiting the following, Context shall not be responsible for any such conduct in violation of the foregoing or liable, in any respect, to any recipient or witness of any such conduct. Neither the use of the facilities at a Context Event, the presence of Context's personnel, nor any actions or statements on the part of Context or its personnel, should be interpreted as an endorsement of anyone or anything said at the Context Event or a representation by Context upon which any attendee may rely.

You recognize that there may be dangers and risks to which you may be exposed by registering for, participating in, or attending, a Context Event. You acknowledge that a Context Event carries with it the potential for personal injury and property loss resulting from your own actions, or the actions of other attendees, participants and third parties. Understanding the foregoing, you, and your executors, administrators and heirs, and your respective successors, and assigns, hereby expressly agree: (a) to fully release and discharge (i) Context, its Affiliates, strategic partners, and its and their respective officers, directors, employees, direct and indirect owners, direct and indirect members, agents, consultants and volunteers (and their respective successors and assigns), and (ii) all other participants in the Context Events, from any and all liability, whether arising from any act of negligence, carelessness or otherwise, that might

result in your death, disability, personal injury, and/or property damage, including loss of use, or any other claim of any kind which may hereafter accrue to you, where such liability or claim directly or indirectly arises from or relates to your or a third party's registration for, participation in, or attendance at, a Context Event or any previous Context event; (b) to waive any and all rights to file a claim or commence litigation against any of the entities and persons mentioned above with respect to any claim that you may have that is, in any way, directly or indirectly related to your or a third party's registration for, participation in, or attendance at, a Context Event or any previous Context event; (c) to defend, indemnify and hold harmless each of the entities and persons mentioned above, from any and all liabilities, claims and expenses (including reasonable attorneys fees) related to (w) your or your employees' or agents' or representatives' breach of these Terms or (x) your or your employees' or agents' or representatives' actions or omissions directly or indirectly related to your registration for, participation in, or attendance at, a Context Event or any previous Context event, (y) any claim based on any investment results from any investment, or investment decisions made, or resulting in whole or in part from activities conducted, at any Context Event, or (z) any disputes between you and any of your employers, employees, agents, or representatives or another attendee or participant of a Context Event or any previous Context event.

By attending, or participating in, a Context Event you acknowledge that neither Context, nor anyone acting on its behalf or its Affiliates, is representing anyone else attending, or participating in, the Context Event and is not providing investment, financial or business advice or sponsoring, endorsing or recommending any business venture or investment opportunity that may be discussed or offer that may be made at the Context Event, including that Context shall not be responsible for the materials, statements, investments, actions or omissions of any advisor or for an investment by an attendee into a fund or product of any advisor.

## **DELEGATE CANCELLATIONS AND TRANSFER**

Registration fees are non-refundable in the event you cancel registration or if Context cancels or revokes your registration due to your violation of any of the terms set forth herein. Your registration is specific to you and may not be transferred or assigned; any purported transfer or assignment of your registration shall be deemed null and void. Should the original

Company delegate be unable to attend, a substitute delegate from the same Company is welcome at no extra charge; in this case, please contact Context to update the participant registration details. Any substitution requests should be made to [help@contextsummits.com](mailto:help@contextsummits.com) or [help@contextfn.com](mailto:help@contextfn.com), as applicable.

## **EVENT CANCELLATIONS**

All reasonable endeavors will be made to hold each Context Event and to present its program as scheduled under the circumstances which assure the comfort and the safety of all participants and attendees. However, the organizers including Context cannot be held responsible by any person or entity as a result of a cancellation of any Context Event or any of the arrangements, programs or plans connected with any Context Event, or for any injury, damage or inconvenience which may be suffered by any person while travelling to and from, or during their presence at, a Context Event. Participants are advised to arrange their own insurance against any such occurrences. Context reserves the right to make changes to the timing and content of any program. Context will not be responsible for assisting the participants in obtaining any necessary passports or visas. Notwithstanding the foregoing, if a Context Event for which you have paid registration fees is cancelled, or if federal, state, or local government orders make it illegal or impossible for such Context Event to proceed on the dates scheduled (such dates hereafter referred to as the "Scheduled Event Dates"), then all registration fees paid by you towards such Context Event shall be credited towards registration for a future Context Event scheduled to occur within one (1) year of the Scheduled Event Dates.

## **NO SHIPPING POLICY**

Context Event registration is electronic only. No items will ship in hard copy via mail or postal service. After completing registration online, you will receive a confirmation email with a summary of your registration details, which we recommend you retain for your own records. No tickets are needed for event entry; registered delegate names will be checked against an attendee list upon arrival at the Context Event.

## **AUDIO/VIDEO/PHOTOGRAPHY**

No audio/video recording or photography is allowed at Context Events without Context's express written permission. No posting, distributing, or displaying of any pictures, videos, or other images related to any Context Events are allowed without Context's express written permission.

## **CONTEXT MEDIA/PRESS POLICY**

Requests for press credentials for any Context Event should be emailed to [pr@contextsummits.com](mailto:pr@contextsummits.com). Please note that you are not registered until you receive a confirmation via email.

Media participation for any of the Context Events will be subject to the event-specific conditions that will be provided upon approval of press credentials.

## **GOVERNING LAW**

All matters related to the Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms shall be instituted exclusively in the United States federal courts located in the Eastern District of Pennsylvania or the Commonwealth of Pennsylvania state courts located in Montgomery County, Pennsylvania, although we retain the right to bring any suit, action or proceeding against you for breach of these Terms in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

CONTEXT365 • 908-379-3900 • [HELP@CONTEXTSUMMITS.COM](mailto:HELP@CONTEXTSUMMITS.COM)

CONTEXT FAMILY NETWORK • 310-878-9726 • [HELP@CONTEXTFN.COM](mailto:HELP@CONTEXTFN.COM)

March 2022

**GLOSSARY**

(The following descriptions are not complete or exhaustive, are illustrative only to be used as a general guide, may not be fully accurate and should not be relied upon. Registrants are solely responsible for their own determinations and their representations herein.)

<b>Qualification</b>	<b>Criteria</b>
<b>Qualified Purchaser</b> §2(a)(51)(A) of the Investment Company Act	<p><b>Natural person</b> – Any natural person (including a spouse owning a joint or similar interest) who owns not less than \$5,000,000 in "investments," as defined by the SEC<sup>[1]</sup>;</p> <p><b>Family-Owned Companies</b> – Any company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;</p> <p><b>Trusts</b> – Any trust that was not formed for the specific purpose of acquiring the securities offered, and as to which the trustee and each settler are qualified purchasers.</p> <p><b>Institutional Purchasers</b> – Any person, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments.</p>
<b>Qualified Eligible Person</b> CFTC Rule 4.7 under the Commodity Exchange Act	<p>Generally speaking, a QEP is any person, acting for its own account or for the account of a qualified eligible person, who the commodity pool operator reasonably believes, at the time of the sale to that person of a pool participation in the exempt pool, or who the commodity trading advisor reasonably believes, at the time that person opens an exempt account, is one of the following:</p> <p>Certain registered commodities and securities professionals (e.g., futures commission merchants, registered broker-dealers);</p> <p>"Accredited investors" under the 1933 Act who the CPO also reasonably believes have a securities portfolio of at least \$2,000,000 or have \$200,000 on deposit as commodities margin or premium;</p> <p>Non-U.S. persons;</p> <p>"Qualified purchasers" under the Investment Company Act of 1940;</p>

---

"Knowledgeable employees" as defined in Rule 3c-5 under the 1940 Act and certain other "knowledgeable employees" as defined in CFTC Rule 4.7(a)(viii).

---

**Qualified Client**  
Rule 205-3(d)(1) of the Investment Advisers Act of 1940

Natural persons or companies<sup>[2]</sup> that have at least \$1,000,000 under management with the adviser immediately after entering into the contract;

Natural persons or companies that the adviser reasonably believes either have a net worth of more than \$2,100,000 at the time the contract is entered or are "qualified purchasers"; or

Natural persons who immediately before entering the contract are either executive officers, directors, trustees, general partners (or serve in similar capacities) of the adviser or employees of the adviser who in their regular functions have participated in the adviser's— or another company's—investment activities for at least 12 months.

---

**Accredited Investor**  
Rule 501(a) of the Securities Act of 1933\*\*

**Institutions** – Among others, any bank, savings and loan association, registered broker or dealer, insurance company, registered investment company or business development company. Additionally, "accredited investor" includes any employee benefit plan established and maintained by a state (or its subdivision or agencies) if the plan has total assets over \$5,000,000, as well as any employee benefit plans within the meaning of ERISA, if the investment decision is made by a plan fiduciary which is either a bank, savings and loan association, insurance company, or registered investment adviser, or if the plan has total assets in excess of \$5,000,000, or if the plan is a self-directed plan, with investment decisions made solely by persons that are accredited investors;

**Partnerships, Charitable Organizations and Other Organizations** – Any organization described in section 501(c)(3) of the Internal Revenue Code, corporation, Massachusetts or similar business trust, or partnership, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000;

**Executives** – Any director, executive officer, or general partner of the issuer of the securities being offered or sold, or any director, executive officer, or general partner of a general partner of that issuer;

**\*\*Natural Persons/Net Worth Test** – Any natural person whose individual net worth,<sup>[3]</sup> or joint net worth with that person's spouse, at the time of his purchase exceeds \$1,000,000;

**Natural Persons/Income Test** – Any natural person who had an individual income in excess of \$200,000 in each of the two most recent years or joint income with that person's spouse in excess

\*\*Under Dodd-Frank, the Accredited Investor standard excludes a person's primary residence from his or her net worth calculation.

---

---

of \$300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

**Trusts** – Any trust, with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a "sophisticated person" as described in Rule 506(b)(2)(ii); and

**Entity Owned Solely by Accredited Investors** - Any entity in which all of the equity owners are accredited investors.

---

<sup>[1]</sup> The term "**Investments**" means any or all: (i) securities (as defined in the Securities Act of 1933, as amended), except for securities of issuers controlled by the investor ("Control Securities"), unless (A) the issuer of the Control Securities is itself a registered or private investment company or is exempted from the definition of investment company by Rule 3a-6 or Rule 3a-7 under the Investment Company Act of 1940, as amended (B) the Control Securities represent securities of an issuer that files reports pursuant to Section 13 or 15(d) of the Exchange Act of 1934, as amended, (C) the issuer of the Control Securities has a class of securities listed on a designated offshore securities market under Regulation S under the Securities Act of 1933, as amended, or (D) the issuer of the Control Securities is a private company with investors' equity not less than \$50 million determined in accordance with U.S. generally accepted accounting principles, as reflected in the company's most recent financial statements (provided such financial statements were issued within 16 months of the date of Investor's purchase of interests); (ii) futures contracts or options thereon held for investment purposes; (iii) physical commodities held for investment purposes; (iv) swaps and other similar financial contracts entered into for investment purposes; (v) real estate held for investment purposes; and (vi) cash and cash equivalents held for investment purposes. *Note: In determining whether the \$5 million or \$25 million thresholds, as applicable, are met, Investments can be valued at cost or fair market value as of a recent date. However, commodity interests should be valued based on either the initial margin or the option premium deposited in connection with such commodity interests. If Investments have been acquired with indebtedness, the amount of the indebtedness must be deducted in determining whether the threshold has been met. If unsure if some of its assets constitute Investments, such assets should be excluded or consult your tax and legal advisors for further clarification.*

[2] Special requirements apply for determining whether a company qualifies to ensure that the assets of smaller, otherwise non-qualified clients are not pooled together to circumvent the rule's qualification standard.

[3] "**net worth**" means the excess of total assets at fair market value, including home furnishings and automobiles, over total liabilities; provided that, (i) a person's primary residence shall not be included as an asset, (ii) indebtedness that is secured by a person's primary residence, up to the estimated fair market value of the primary residence at the time of the sale of the interest, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of sale of an interest exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability), and (iii) indebtedness that is secured by a person's primary residence in excess of the estimated fair market value of the primary residence at the time of the sale of any interests shall be included as a liability.