|  |
| --- |
| **PRESENTATION STREAMING & WEBCASTING REGISTRATION** |

**Register**

Complete the word document and send to LK@hcwco.com once payment is processed online.

Company Name: Click here to enter text.

Contact for Conference Correspondence: Click here to enter text.

Conference Contact Phone: Click here to enter text.

Conference Contact E-Mail: Click here to enter text.

|  |
| --- |
| **REGISTRATION** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| [ ]  | H.C. Wainwright 3rd Annual Precision Oncology Virtual Conference, November 14, 2022 |  |
| [ ]  | PRESENTATION STREAMING FEE (required) This service is a required fee and is to provide a livestreaming service for each presenting company at the H.C. Wainwright 3rd Annual Precision Oncology Virtual Conference. The cost is $495 per company and will be paid directly by presenting companies to H.C. Wainwright. This streaming service will provide each presenting company with on-demand recording and streaming service during the conference and available on the H.C. Wainwright Conference Platform for 30 days. | **$495** |
| [ ]  | ***WEBCASTING FEE (optional service)*** This optional service is fully compliant with Regulation Fair Disclosure (Reg FD) obligations, and the cost of the webcast, for those companies that wish to use it, is $1,495 per company and will be paid directly by presenting companies to H.C. Wainwright. All companies will receive a dedicated link to their webcast for use in their marketing materials and Website, link will be available for 90 days. |  **$1,495** |
|  |  |  |

|  |
| --- |
| PAYMENT OPTIONS  |

Please notify Lily Khaykina at LK@hcwco.com once paid online.

Please pay online at: <https://www.sagepayments.net/eftcart/products.asp?M_id=153646983212>

|  |
| --- |
| Registration Rules and Regulations |

**Additional Terms**

**Conditions and Rules:** It is understood that the following conditions and rules (the “Rules and Regulations”) are agreed to as part
of the Presenting Company Registration Form (the “Agreement”) between H. C. Wainwright (“HCW”) and those presenting companies attending H. C. Wainwright Events (the “Presenter”) with regard to the H.C. Wainwright 3rd Annual Precision Oncology Virtual Conference, November 14, 2022, to be hosted in person & virtually (the “Virtual Conference”). HCW has the authority to interpret and enforce these Rules and Regulations, and reserves the right to change these Rules and Regulations at any time. All matters not covered by these Rules and Regulations are subject to HCW’s best judgment and discretion related to this Agreement. All decisions so made shall be as binding on the Presenter as the original Rules and Regulations. The Presenter or its designated representative is responsible for familiarizing itself and compliance with all of the relevant HCW policies, rules, and regulations. A Presenter who fails, or whose representative fails, to observe the conditions and terms of this Agreement may have its Presentation and Attendance terminated without refund.

**General Terms and Conditions**: Presenter understands and agrees that HCW reserves the right to take any of the following actions at any time prior to or during the Virtual Conference and in its sole discretion: (1) deny any Presenter application, or revoke a presentation by a Presenter whose mission or activities are objectionable to HCW or are not in keeping with the character and spirit of the event; (2) revoke a presentation by a Presenter who violates this Agreement; and (3) refuse to permit a Presenter who violates this Agreement from presenting at future HCW events.

**No Guarantee**: HCW shall provide Presenter with a date and time for presentation and reserves the right to change said date and time. If presentation date and time are changed, HCW shall notify Presenter accordingly. Attendance and 1x1 Meetings with investors are based solely on interest by investors/attendees. As such, Presenter agrees and understands that HCW is not responsible for and does not guarantee attendance at Presenter’s presentation nor 1x1 Meetings with investors. Further, Presenter understands that no refunds will be rewarded based on dissatisfaction.

**Accessing Virtual Conference.** In order to access the Virtual Conference, you must have a personal electronic device (e.g. computer, tablet device or mobile telephone), internet access and/or mobile network access, and make sure to follow all registration instructions provided for the download, access and use of the third-party video conferencing platforms used. We provide no assurance that internet service will be available at the location from which you will access the Virtual Conference, or that the services used to make the Virtual Conference available to you will be compatible with your devices and/or the software or services of your devices. It is your responsibility to ensure that (i) you have reliable internet connection in the location from which you will access and participate in the Virtual Conference, (ii) that you have updated all necessary internet browsers, operating systems, and applications necessary to access and participate in the Virtual Conference, and (iii) that you have followed all registration and login instructions provided. The video conferencing platforms are provided by third parties, not by us, and we have no control over the availability or accessibility of those services and cannot guarantee that your presentations, meetings, and/or experience of the Virtual Conference will be uninterrupted or error-free. Any degradation, delay, or interruptions experienced will not give rise to a refund or credit of any fees paid by you.

**Force Majeure:** Presenter agrees and understands that in the case that performance of this Agreement shall be prevented, hindered, or delayed by an event not within the control or caused by the fault of either Party, including, but not limited to, court orders; self-regulatory organizations governmental requirements; internet service, connectivity and availability, strikes; lockouts; fire; explosions; theft; floods; riot; civil commotions; war; acts of terrorism; malicious mischief; earthquake; material shortages (on commercially reasonable terms) and/or other conditions generally constituting an event of “Force Majeure”, this Agreement shall terminate and Presenter shall and does hereby waive any claim for damages or compensation and there shall be no further liability on the part of either party hereunder.

**Cancelation**: If HCW cancels the Virtual Conference, HCW shall NOT be liable for any costs incurred by conference attendees.

**Indemnification:** Presenter agrees and understands that HCW shall not be liable to Presenter, its affiliates, or any of the respective officers, directors, employees, or other agents of Presenter or its affiliates (“Presenter Indemnities”) for, and Presenter shall indemnify, defend and hold harmless HCW and its directors, officers, employees and agents from, any and all unaffiliated third party claims arising out of the attendance and presentation of Presenter hereunder to the extent and proportion that such losses relate to or arise from (1) negligent acts or omissions or willful misconduct of Presenter or any of the Presenter Indemnities; (2) breach of this Agreement by Presenter or any of the of the Presenter Indemnities; (3) performance of activities by Presenter or any Presenter Indemnities under this Agreement; (4) violation of any applicable laws by Presenter or any Presenter Indemnities.

**Confidentiality:** Presenter agrees to treat and maintain this Agreement as confidential and agrees not to disclose the contents of this Agreement or allow others to have access to, this Agreement, except to the extent necessary for fulfillment of this Agreement as set forth herein, and any such disclosure shall only be to those bound by similar confidential provisions in favor of HCW or the provisions of this Agreement.

**Disputes:** Presenter agrees and understands that this Agreement shall be governed and construed in accordance with the law of the State of New York, exclusive of any conflicts of law provisions, and Presenter hereby submits to the jurisdiction of the state and federal courts within New York County in the State of New York, for proceedings related to the Agreement.

**Date Change**: The Virtual Conference schedule is tentative and subject to change without notice.

**Material Non-Public Information**: PLEASE NOTE, only persons authorized to speak upon behalf of the Presenter are permitted to speak at the Virtual Conference. In addition, only publicly disseminated information made publicly available before the Virtual Conference should be presented or relied upon during any remarks during a general session, presentation, breakouts, or 1x1 Meetings. Further, Presenter should not use the Virtual Conference to announce new non-public information or comment on previously-announced information in such a way the commentary itself could amount to material non-public information (“MNPI”). Additionally please note that even if representatives of the press are in attendance at the Virtual Conference and MNPI disclosures are made on Presenter’s website or during the Virtual Conference, Presenter may not be fully covered regarding certain industry rules surrounding disclosure of MNPI. As such, HCW urges Presenter and Presenter’s representative/conference attendees to consult their counsel for specific advice before the Virtual Conference.

**Receipt of registration form by HCW shall constitute Presenter’s agreement to the aforementioned Rules and Regulations.**

**Questions/Comments:** Please contact Lily Khaykina at 212-356-0529 or LK@hcwco.com