



TRADE MISSION ASSUMPTION OF RISK, WAIVER AND HOLD HARMLESS AGREEMENT

Location of Trade Mission: Vietnam

Dates of Trade Mission: February 5-14, 2023

Name of Participant ("Participant"*): _____

Company: _____

Address: _____

* One form must be completed and signed by each participant in the trade mission, even if they represent the same organization.

In consideration of OrbisConnex and Dezan Shira & Associates (collectively and individually hereafter referred to as "OC-DSA") granting the Participant the right to participate in OC-DSA's trade mission at the location and on the dates stated above ("Activity"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Participant knowingly and voluntarily agrees as follows:

The Participant's Assumption of Risk of Injury and Acknowledgement

The Participant agrees to assume the full risk of any and all personal and bodily injuries, illness, including death, and any and all costs, damages, liabilities, expenses and personal property losses that the Participant may sustain, as a result of participating in the Activity, or as a result of the condition, maintenance, and use of any OC-DSA property involved in the Activity. The Participant understands and acknowledges that the Participant is not covered under any OC-DSA policy of insurance.

Waiver and Release of the Participant's Claims

The Participant for himself/herself and his/her heirs, administrators, successors in interest, executors and assigns (and if Participant is a company, for itself and its officers, directors,

employees, agents, representatives, successors and assigns) shall, and does hereby, waive, discharge, release, relinquish and covenant not to sue OC-DSA and its officers, agents, representatives, consultants, contractors and employees (collectively "Released Persons") for all claims, crossclaims, third-party claims, losses, costs, expenses, liabilities, injuries, damages, demands, action, causes of action, judgments, costs of defense or settlement, including without limitation attorney's fees, expert fees and court costs, of every kind, known and unknown, present and future, arisen or not arisen, contingent or matured, that the Participant has or may have now or in the future against the OC-DSA and other Released Persons arising out of, connected with, resulting from or in any way related to the Activity or the Participant's participation therein or the condition, maintenance, and use of any OC-DSA property involved in the Activity. Without limiting the foregoing, the Participant intends this Waiver and Release of Claims to release OC-DSA and the other Released Persons from any and all claims and liabilities of any nature relating to the Activity or the Participant's participation therein, whether or not due to the negligence of OC-DSA or other Released Persons, including without limitation any and all liabilities for personal and bodily injury, property damage, wrongful death, sexual harassment or civil rights violations or resulting from drug or alcohol use.

The Participant's Indemnity

The Participant for himself/herself and his/her heirs, administrators, successors in interest, executors and assigns (and if Participant is a company, for itself and its officers, directors, employees, agents, representatives, successors and assigns) agrees to and shall indemnify, defend, save and hold harmless the OC-DSA and its officers, agents, representatives, consultants, contractors and employees (collectively "Indemnified Persons") from and against any and all claims, crossclaims, third-party claims, losses, costs, expenses, liabilities, injuries, damages, demands, actions, causes of action, judgments, costs of defense or settlement, including without limitation attorney's fees, expert fees and court costs, of every kind, known and unknown, present and future, arisen or not arisen, contingent or matured, that the Participant or any other person, entity or government agency/unit has or may have now or in the future arising out of, connected with, resulting from or in any way related to the Participant's acts, omissions or conduct during or in connection with the Activity or the Participant's claims against any other person, entity or government agency/unit relating to the Activity. Without limiting the foregoing, the Participant intends this indemnity to indemnify OC-DSA and the other Indemnified Persons from any and all claims or liabilities, direct or indirect, of any nature relating to Participant's participation in the Activity whether or not due to the negligence of OC-DSA or other Indemnified Persons, including but not limited to claims of personal and bodily injury, property damage, wrongful death, sexual harassment or civil rights violations, or claims relating to alcohol or drug use, or resulting from the condition, maintenance, and use of any OC-DSA property involved in the Activity.

Undertaking of the Participant

The Participant agrees that at all times during or relevant to the Activity, the Participant will conduct himself/herself in a safe and professional manner and not engage in any unlawful conduct or activity, including without limitation conduct that discriminates against or demeans or harasses another person on the basis of race, color, national origin, sex, sexual orientation, gender identity, religion, age or disability. In addition, the Participant agrees not to take part in any unlawful lewd behavior or sexual harassment as those terms are defined by law and to report any observation of such behavior or harassment immediately to an agent or representative of OC-DSA.

The Participant has read and fully understands this document and executes it of the Participant's own free will and without any reservation whatsoever.

Dated this ____ day of _____, 20 ____.

Participant signature _____