

Rules of Participation, The Texx Factor – Female Hackathon, 11 to 12 April, 2018

Location: H:32 Fintech Hub Berlin, Hardenbergstr. 32, 10623 Berlin, Germany

Participant information Name and surname Company (if you are participating on behalf of a company; otherwise, please enter "personal participation" here) Address (of the company; otherwise please enter your own address)	The event will be jointly hosted by: Deutsche Bank AG Innovation & Design Theodor-Heuss-Allee 72, 60486 Frankfurt and Finleap GmbH Hardenbergstr. 32 10623 Berlin (hereinafter referred to as the "Hosts")
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As the above-named participant of The Texx factor – Female Hackathon from 11 to 12 April 2018 (hereinafter referred to as the "Event"), I (the "Participant") acknowledge the following terms and provisions and express my agreement thereto with the submission of this application. I am aware that a prerequisite of participation is that I sign the rules of participation on the day of the Event. I understand that my application to participate does not grant me any claim to participation and that the Hosts may reject applicants at any time without cause (for more information, see the rules of participation under "Terms of Participation").

In particular, I hereby declare my agreement for any photographs, video recordings and interviews taken in connection with my participation to be distributed and published on the radio, television, in print and online media, in books as well as any photo copies (films, DVD, etc.) without any claim to compensation pursuant to the rules of participation.

Consent to the use and disclosure of personal data

I further agree that my personal data may be processed and stored by the Hosts, their subsidiaries or event partners. These data shall only be used for Event purposes and for informational purposes related to the theme of the Event. These data may be disclosed to other participants, although this may only be done for the sole purpose of use in connection with the Event, such as the formation of teams.

Any further processing and use of data shall only take place if the Participant has expressly consented to such. I may obtain information from the Hosts at any time regarding the content, scope, date and form of consent and may revoke this consent under data protection law as well as my consent for my information to be disclosed to the aforementioned Event organiser at any time.

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Place, date

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Signature

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The following rules of participation shall apply to all Participants in the Event "The Texx factor – Female Hackathon from 11 to 12 April 2018". "The Texx factor – Female Hackathon" is a collaborative software development event. Single persons or teams apply to participate in the Event in advance. "First come, first serve" applies. A single person or team have not a legal entitlement to participate in the Event and the Host remain the right to reject applications without cause. The Participant or team captain will receive a confirmation by email in case of a successful application.

The actual work phase takes place at the Event. Mockups, Codes and/or Software prototypes are created in a way that tangibly presents the underlying idea in a short period of time. At the end of the Event, the teams will present their results to a jury and prizes may be awarded to the winners.

Terms of participation

Participants can apply for the Event as single persons or teams. Prior to the event, Participants form teams, which may either be formed by the Participants themselves or may be set by the Hosts. These teams (hereinafter referred to as "Teams") then devote their efforts to a common idea. Each Team shall designate a Team captain and a Team name, and shall compile a complete list of all Team members and submit said list to the Hosts as part of their application. The Team captain is the Hosts' contact for the entire Team. Participants who apply as single persons will be assigned to a team.

In order to apply to participate in the Event as a team, the Team captain must register their Team with not less than three but not more than six participants by 26 March 2018 at <https://www.finleap.com/texx-factor> and must provide all the information required there truthfully. Person of full age will be admitted only. Single persons apply only for themselves.

In applying for registration, the Participants or in case of a team, represented by the team captain, declare that they agree to the application as well as these rules of participation, and confirm this in the application process by expressly clicking on the corresponding declaration of the same. Incomplete or late applications will not be considered. Participation in the Event requires every Participant to sign the rules of participation on site on the day of the Event.

Rules of conduct

Participants shall comply with these rules of participation during the Event, comply with all legal requirements and refrain from creating content that is unlawful or otherwise objectionable, or any content that may be construed as such.

Participants must be able to identify themselves at the start of the Event with a valid identity document. Participants shall receive a nameplate. These must be worn visibly throughout the Event period and must not be given to third parties.

The Event will allow Participants to deftly develop software prototypes in line with a specific topic as part of an overall Team working together using the Deutsche Bank API/Simulator. When creating or collaborating on content/work results of the Event, the Participants shall therefore refrain from using any content protected under the rights of third parties and from using any relevant confidential content for disclosure to third parties, and shall permit the Hosts to use its content for the purposes intended.

During the Event, the Hosts, their legal representatives and vicarious agents shall be duly authorised to issue instructions to Participants. Instructions given by staff putting on the Event must be complied with in the interest of avoiding risk.

Work equipment/IT infrastructure

Participants shall provide all necessary equipment (in particular laptops/PCs) themselves. The Hosts undertake no liability for any equipment supplied by the Participants.

The use of the internet access provided during the Event is only permitted using the access credentials granted to each Participant by the Hosts. These credentials are strictly confidential and may not be disclosed. Participants shall use the secure internet connection solely for event purposes and in accordance with all laws and other regulations. Exclusive liability for violations of the above is held by the Participant. The Participant shall indemnify the Hosts against all claims and expenses asserted against the Hosts by third parties due to the violation of the Participant's obligations under this Paragraph.

Disclaimer

The information provided on the Event or other Host information shall not constitute any investment, legal or tax advice. Any opinions expressed reflect the current views of the respective speaker or Participant, and not necessarily the views of the Hosts or their affiliates. Any opinions are subject to change without notice. Opinions expressed may differ from estimates represented in other documents published by the Hosts. Comments are provided for informational purposes only and are given without any obligation, contractual or otherwise. No guarantee is offered as to the accuracy, completeness or appropriateness of the information or estimates relating to the Event.

Travel expenses

The Participant's arrival at the Event is the responsibility of the Participant. The Hosts shall not reimburse travel expenses or other incidental costs.

Competitions and prize draws

The Hosts intend to award prizes for the best Team ideas and results. Different, supplementary rules may apply in this regard. Participants shall derive no right to assert a claim on this basis. In the event that a Participant breaches the rules of participation or the respective individual conditions, said Participant may be excluded from the awards or prizes and any prizes or winnings may be requested to be returned. There shall be no recourse to legal action. The Hosts reserve the right to cancel or terminate a competition at any time without notice and without cause. The Hosts shall make use of this option in particular if the competition may not be guaranteed to be held properly for technical or legal reasons.

Employees of the Hosts or their affiliates, public officials and employees of companies where participation would constitute public sector participation shall be fully excluded from participation in competitions and prize draws.

Confidentiality

All information and documents provided by or created by the Hosts or Participants at the Event are generally not considered confidential and may be shared on social media channels, for example. Such information and documents may also be presented to members of the press.

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If and insofar as a Participant gains knowledge of or receives confidential information as part of the Event, said Participant must treat such information with strict confidentiality and may not disclose the same to third parties. "Confidential information" here refers to all Host information labelled confidential or would be treated as confidential by any reasonable third party. The Participant agrees to protect such information from unauthorised access and to treat it with the same care with which it would treat its own confidential commercial information. Prior to leaving the Event, the Participant shall destroy any confidential information designated as not to be removed from the Event or, upon request by the Hosts, must submit such information to the Hosts. This duty of confidentiality shall continue to apply for five (5) years as of the conclusion of the Event.

Photographic and video recordings

The Hosts will make photographic and video recordings at the event and may publish such recordings on internal media or through external media. In addition, members of the press may be present at the Event. If and insofar as sound and video recordings are made at the Event, these may include recordings of Participants. With respect to the Participant's right to their own image, the Participant shall irrevocably and unconditionally consent to the recording of their person in the photograph or film's original version or in the form of an editorial revision. The right to publication includes distribution in all languages. This is unrestricted as to time and place. Publication may take place as part of a video, brochure or other publication, and may be used for promotional purposes and in all media formats, both those currently available and those that may be available in future. In particular, this includes placing images or video recordings on the internet (for example, on social media channels). The Participant has been informed that third parties may also publish the former's image as part of quotes or republication of article excerpts. The Participant waives the right to be named (although the Hosts are entitled to name them) and has been informed that third parties may also publish the former's image as part of quotes or republication of article excerpts. The publication of the Participant's picture within the scope described shall be undertaken without any extra remuneration. The Participant is not entitled to assert any claims for financial compensation whatsoever.

Rights of use

The Participant shall grant the Hosts the irrevocable, non-exclusive, unrestricted as to time and place and free right to use all information, documents, policies, programs or other material or methods, techniques or procedures whose use is or may be subject to intellectual property rights (hereinafter referred to as "Works") as well as any of the same the former has (a) provided to the Hosts in advance of the Event (e.g., during the application process) or (b) includes in the Event in the form of existing Works; these rights of use shall include the right to use the Works in any form and in any manner, but shall be limited to use within the scope of staging the Event. The Hosts point out that they may themselves already be working on Work(s) not protected in a legal capacity, which shall remain unaffected by the Works or other ideas not protected in a legal capacity presented by the Participants.

For Works the Participant creates ("Work Results") alone or together with their team at the Event, the Participant shall

consent to negotiate with the Hosts at their request jointly or separately within a period of 120 days following the Event with respect to the transfer of the irrevocable, exclusive right to transfer or use the Work Results (including any work by the Participant on which the Work Results are necessarily based), where such right is not limited to time or place, to the Hosts. During this period, the Participant shall not make any other use of the Work Results and shall not publish the same. If the Participant intends to enter into negotiations with third parties during this period regarding the transfer or use of the Work Results, the former shall undertake to inform the Hosts of their intention to do so and, upon request by the Hosts, must grant the Hosts the right to enter into negotiations ahead of the other company or person, i.e. that the Hosts be permitted to negotiate with the Participant first.

If the Hosts jointly or separately do not accept this offer within 90 days or declares the negotiations with the Participant to be completed, the Hosts' right to first negotiation shall expire.

If the Work Results have emerged as a result of work as part of a Team, the Participant shall make every effort (including to cooperate) to give effect to this provision, even where it concerns Team Work Results.

Liability

The Hosts shall only be liable to Participants for intent and gross negligence. Liability for ordinary negligence is excluded. This shall not apply to any injury to life, limb or health. The Hosts are not liable for damage caused by third parties (e.g. theft or damage) or damage due to an accident with which the Hosts had no involvement, or for damage caused by or associated with disregard of these rules of participation or other provisions specified by the Hosts (e.g., damage incurred as the result of notices or oral instructions at the Event).

In cases of force majeure, official orders or for reasons of safety, the Hosts are entitled to make changes to the Event, cancel the Event or cancel in advance. In these cases, the Hosts shall not be held liable for any damages incurred by the Participant.

Other

Should any of the above provisions of these rules of participation be or become invalid, the validity of the rules of participation as a whole shall remain unaffected. The invalid provision must be replaced by a valid provision within the context of the remaining contractual interpretation which corresponds to the economic intent and purpose of these rules as a whole.

For companies or if the Participant is a merchant, the place of jurisdiction shall be deemed to have been agreed as Frankfurt am Main, Germany.

The Event and these terms of participation are subject to German law.
