



Terms of Use and Acceptable Use Policy

Terms of Use for the WVP Service

This Terms of Use Agreement, the Acceptable Use Policy ("AUP") (which is incorporated herein by reference), any applicable schedule(s), and any executed amendments thereto (collectively, the "Agreement"), govern the provision by Wealth Venture Partners, Inc., a Delaware corporation ("WealthVP", "we", "our", or "us") of the WVP Service and the Services (in each case, as defined below) to the person or entity that is a party to this Agreement ("You"). Note that Charter Members are subject to a separate Terms of Use and Acceptable Use Policy that is incorporated by reference in the Charter Membership Subscription Agreement.

We are a technology platform that permits Accredited Investors (as defined below) and certain other persons to independently connect with private companies and issuers of securities relating to real estate investments. This AUP governs your access and use of the WealthVP website, platform and all content, services and/or products provided thereto. Please read this AUP carefully before using the website. If You violate any of these Terms of Service (which include by reference WealthVP's Privacy Policy), or otherwise violate an agreement between You and us, WealthVP may terminate your membership, delete your profile and any content or information that You have posted, and/or prohibit You from using or accessing the website or WealthVP platform, at any time in its sole discretion, with or without notice.

In addition to these Terms of Service, You may enter into other agreements with us or others that will govern your use of the WVP Service (as defined below) or related services offered by us or others. If there is any contradiction between these Terms of Service and another agreement You enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the service to which it applies.

Changes to these Terms of Service We may make changes to these Terms of Service from time to time. If we do this, we will post the changed Terms of Service on the WealthVP website and will indicate at the bottom of this page the date the Terms of Service were last revised. You understand and agree that your continued use of the WVP Service or the WealthVP website after we have made any such changes constitutes your acceptance of the new Terms of Service.

Eligibility This Site is intended solely for Users who are eighteen (18) years of age or older, and any registration by, use of or access to the WealthVP website by anyone under 18 is unauthorized, unlicensed and in violation of these Terms of Service. By using the WealthVP website, You represent and warrant that You are 18 or older and that You agree to and abide by all of the terms and conditions of this AUP. If You violate any of these Terms of Use, or otherwise violate an agreement between You and us, or for any other reason, WealthVP may terminate your membership, delete your profile and any content or information that You have posted on the Site and/or prohibit You from using or accessing the Services or the WealthVP website, at any time in its sole discretion, with or without notice, including without limitation if it believes that You are under 18. You agree that the Company will not be liable to You or any third-party for any termination of your membership. Additionally, those who are resident outside of the United States are allowed access to such investment opportunities only if such access does not violate the laws of their country of residence. Our services (and the WealthVP website) that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to

applicable laws, rules or regulations of any governmental authority or where WealthVP is not authorized to provide such information or services.

BY EXECUTING AND DELIVERING THE SOLUTIONS ORDER, WHETHER THROUGH ONLINE EXECUTION, CLICKING THE "ACCEPT" BUTTON, SIGNING AN AGREEMENT THAT REFERENCES THESE TERMS, OR ACCESSING OR USING ANY OF THE SERVICES, YOU EXPRESSLY AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT AS OF THE DATE YOU TAKE SUCH ACTION. SHOULD THE PARTIES SIGN A SEPARATE INSTRUMENT (INCLUDING BUT NOT LIMITED TO A NEGOTIATED VERSION OF THESE TERMS OR A SOLUTIONS ORDER THAT MAKES VARIATIONS TO THESE TERMS) THAT DEVIATES FROM THE TERMS SET FORTH BELOW, THE TERMS OF THAT SIGNED INSTRUMENT, TO THE EXTENT SUCH TERMS AMEND OR REPLACE OR ARE INCONSISTENT WITH THE PROVISIONS SET FORTH BELOW, WILL CONTROL AND GOVERN YOUR USE OF THE WVP SERVICE AND SERVICES AS OF THE EFFECTIVE DATE OF THAT INSTRUMENT.

Below are the general Terms of Use that govern Your rights to access and use the WVP Service. In the event of any inconsistency between the Terms of Use below and any provisions in the Solutions Order, the latter will control and govern.

1. DEFINITIONS

"Accredited Investor" is defined in Rule 501 of Regulation D of the Securities Act of 1933, as amended. In some cases, You may be required to provide supporting documents that provide proof that You are an Accredited Investor. Such authorization may require completion of an Accredited Investor questionnaire and satisfactory background information screening. Your failure to provide any information and documentation requested to confirm your status as an Accredited Investor may be cause for WealthVP to immediately discontinue your use of the Service by preventing your access to the WealthVP website and the Service.

"Affiliates" means any entity that a party directly or indirectly controls, is controlled by or is under common control of that party.

"AUP" means, collectively and as applicable, any acceptable use policies and community guidelines (i) posted or linked to at <https://www.wealthvp.com/legal> for the WVP Service in general, and (ii) posted or linked to at <https://app.wealthvp.com/legal> for the portion of the WVP Service consisting of the WVP Service App,

"Community" means a common group of Users primarily utilizing the WVP Community Service. A Community may be designated as open to any User (a "Public Community"), or it may be limited to certain Users with membership which may be subject to the approval of the Community Administrator (a "Private Community").

"Community Administrator" means the person designated to authorize and designate Users and otherwise administer the Community's use of the WVP Community Service and the Services.

"Fees" means both one-time fees for Services, if any, and ongoing recurring "Subscription Fees" for the WVP Service during the Subscription Term, in each case as set forth in a Solutions Order.

"Participant Data" means data submitted by a Participant to the WVP Matching Service in a manner intended or designed to allow any other Participants to gain access or exposure to such data in connection with the disclosing Participant's use of the WVP Matching Service or the Services. Participant Data

includes Your Data to the extent You submit it to the WVP Matching Service with the intent that it be disclosed to any other Participants.

"Participants" means You and other subscribers to the WVP Matching Service, including each of the following:

- "Investor Participants" who invest in private companies and/or real estate properties, and who use the WVP Matching Service to learn information concerning, and at their option make contact with, QPC Participants (Investor Participants will typically consist of Family Office private wealth management advisory firms, private and corporation Venture Capital, grant entities and accredited angel investors) or real estate property sellers; and
- "QPC Participants" who are qualified private companies (QPC) who have filled out WealthVP's relevant QPC questionnaires, completed WealthVP's other onboarding processes, and certified to WealthVP that they meet the then minimum requirements for a QPC to use and access the WVP Matching Service as a QPC Participant, and who use the WVP Matching Service to facilitate the sharing of information concerning the QPC Participant with potentially interested Investor Participants. QPC Participants may be categorized by us using one or more "Tiers" based on certain certifications made by the QPC Participant during the onboarding process or thereafter.
- "RE Participants" who are real estate property sellers (RE) who are interested in the transfer of real estate properties and securities, who have completed WealthVP's other onboarding processes, and certified to WealthVP that they meet the then minimum requirements to use and access the WVP Matching Service and who use the WVP Matching Service to facilitate the sharing of information concerning the underlying real estate property and/or securities with potentially interested Investor Participants. RE Participants may be categorized by us using one or more "Tiers" based on certain certifications made by the and RE Participant sellers during the onboarding process or thereafter, which may include federal and state income tax categorizations. WealthVP provides no assurance regarding federal and state tax classifications for real estate property included in the WVP Matching Service.

"Pre-Launch Service" means any pre-production version of the WVP Service that is offered by WealthVP to certain Participants for the primary purpose of testing and evaluating such WVP Service.

"Service Administrator" means the person You designate to purchase usage of the WVP Service, authorize and designate Users, and otherwise administer Your use of the WVP Service and the Services.

"Services" means initial setup services and any other implementation or other consulting services provided by us to You pursuant to the terms of a Solutions Order in exchange for a one-time Fee.

"Solutions Order" means any online, electronic, printed or processed order form submitted by You that sets forth or references the WVP Service and Services (if any) requested, and the associated Fees to be paid for same, including any other ordering document that makes reference to this Agreement.

"Subscription Term" means the initial use term ("Initial Term") set forth on Your Solutions Order and any additional renewal terms (each, a "Renewal Term") to the WVP Service purchased by You.

"Support" means the online and other technical User support offered by us from time to time in connection with the WVP Service.

"Third Party Data" means any market or industry data, or other educational content provided by third party vendors and made available to You as a convenience in the resource center or other locations within the WVP Service.

"User" means a specific named individual designated by Your Service Administrator to have access to or otherwise use the WVP Service, or on whose behalf You may use the WVP Service.

"WealthVP Materials" means any documentation, user guides or other technical use materials provided by us to You or Your Users in connection with Your use of the WVP Service.

"WealthVP Technology" means our proprietary technology and intellectual property rights therein (including, but not limited to, software, documents, processes, algorithms, user interfaces, patent, copyright and trade secret rights) used by us in providing the WVP Service or Services to You.

"WVP Community Service" means the hosted set of solutions, and the WVP Service App, that are developed, operated, and maintained by us for the purpose of creating a social networking platform for communities through the WVP Service platform. The definition of WVP Community Service does not include any separate Services that You may purchase from Us.

"WVP Matching Service" means the hosted set of solutions, and the WVP Service App, that are developed, operated, and maintained by us for the purpose of creating a catalyst for private placement and/or real estate investment opportunities, by virtually matching QPCs potentially seeking capital and/or REs available for acquisition with potentially interested investors, through the WVP Service platform. The definition of WVP Matching Service does not include any separate Services that You may purchase from Us.

"WVP Service" means the combined offering of both the WVP Community Service and the WVP Matching Service.

"WVP Service App" means the mobile app version of the WVP Service which may be provided for use by Participants on the iOS, Android or other platforms.

"WVP Service Commencement Date" means the date WealthVP first provisions the WVP Service to You and the date Your Subscription Fee obligation commences.

"Your Data" means both Your Account Data and Your Service Data. "Your Account Data" means (i) Your general subscription account information (including usage statistics, billing information and history, support tickets and other use/ support history), and (ii) any employee or User contact information provided by You that is required to establish User accounts for the WVP Service, to the extent that WealthVP in each case tracks and stores such data on its own separate administrative servers. "Your Service Data" means Your Participant Data and any other data or information transmitted to or from, stored on or otherwise submitted to or processed by the WVP Matching Service platform, whether hosted by You, WealthVP, or a third-party provider, in connection with Your use of and our provision of the WVP Service or the Services. For clarification, Your Account Data is excluded from the definition of Your Service Data.

2. PROVISION OF THE WVP SERVICE; USE RIGHTS AND RESTRICTIONS

2.1 General; Sharing of Participant Data by WealthVP. WealthVP will begin provisioning the WVP Matching Service and Support once a Solutions Order has been executed in accordance with this Agreement and, in the case of QPC Participants and RE Participants, the onboarding process has been completed. In the process of onboarding a QPC Participant, we reserve the right to share information submitted by the QPC Participant with our partners and other third parties for our own verification purposes to determine whether the QPC Participant meets our internal qualification requirements. As described in the onboarding

process for QPC Participants and RE Participants, once a QPC Participant and/or RE Participant is live on the WVP Service, we will expose and disclose the identity of the QPC Participant and RE Participant (as well as the Participant Data provided by the QPC Participant and RE Participant for disclosure) to Investor Participants, based on the relevant Tier and other classifications for the QPC Participant and RE Participant that we determine in our sole discretion, based on the information submitted by the QPC Participant and RE Participant, and based on the WVP Matching Service's determination that the QPC Participant or the RE Participant is an appropriate match for the relevant Investor Participants. We may also share the QPC Participant's or the RE Participant's name and demographic information with our partners in order to establish a more robust service offering and to facilitate integration between our services and those of our partners. We may also collect, aggregate and anonymize statistical data collected from our various QPC Participants (such as, but not limited to, usage statistics, rates of interaction and information sharing) and share such anonymized and aggregated data with our partners and other third parties in order to improve the experience and effectiveness of the WVP Matching Service. Please see our Privacy Policy for more information on how we use Participant Data and certain rights that You may have under applicable laws.

2.2 General; Community Participation via WealthVP Platform. WealthVP will allow Your access to the WVP Community Service and Support once a Solutions Order has been executed in accordance with this Agreement. Our platform permits Users to connect communities regionally and, in some cases, globally, while enabling them to be more productive and successful. Accordingly, the WVP Community Service assists communities to find and connect with other like-minded communities and/or affiliated businesses, promote community interaction by allowing users to release news, exchange ideas, identify opportunities, and maintain photo galleries, calendars, events, and invitations using public or private settings. Section 6 outlines the ownership and usage terms of information You post using the WVP Community Service. Any information You submit to the platform is at your own risk of loss. By providing information to Us using the WVP Community Service, You represent and warrant that You are entitled to submit the information and that the information is accurate, is not confidential, and is not in violation of any contractual restrictions or other third-party rights. It is Your responsibility to keep Your profile information accurate and updated when using the WVP Community Service. Furthermore; (i) WealthVP reserves the right to refuse participation to any organization, including nonprofits and schools, at any time at Our sole discretion; and (ii) By using the WVP Community Service and creating a community, You represent and warrant that You: (a) have the right to enter into and perform this Agreement, including, but not limited to, the consent of the community to use its name and/or logo, and (b) You grant WealthVP a worldwide right to display Your listing on our Site, promote Your organization as part of the WVP Community Service online, in print, and any other media and display your trademark, logo, slogans and other source or business identifiers that You provide to WealthVP in promotion of Your organization. With respect to the WVP Community Service, WealthVP may terminate this Agreement or remove Your listing from the platform at any time for any reason. Upon receipt of notice of termination from WealthVP, You must promptly remove any logo(s) and disable and links from your website to the WVP Services.

2.3 Use Rights; Restrictions. Subject to the terms of the Agreement, WealthVP grants to You during the Subscription Term the non-transferable, non-exclusive right to permit Your Users to access and use the WVP Service (and any WealthVP Materials provided to You), solely for Your own internal business operations. These rights are subject to the following restrictions: (i) You may access and use the WVP Service only through Your designated Users (access and use of the WVP Service by any other persons is a breach of the Agreement); (ii) You may not license, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose or otherwise commercially exploit or make the WVP Service or the WealthVP Materials available to any third party; (iii) You may not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the WVP Service or WealthVP Materials, and You may in no event access or use the WVP Service or WealthVP Materials or reporting or logic structures residing therein in order to build a similar or competitive product or service; (iv) You may not manually or through automated means (such as bots) attempt to scrape or collect Participant Data, or otherwise attempt to construct a database relating to our Participants or other users of the WVP Matching Service; (v) except as expressly

permitted herein, no part of the WVP Service or WealthVP Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form, including but not limited to electronic, mechanical, photocopying, recording, or other means (for clarification, the foregoing is not intended to limit Your rights to reproduce or use either Your Data or Participant Data to which You are properly provided access in connection with Your authorized use of the WVP Matching Service consistent with the AUP); (vi) except as permitted by Section 6.4, You may not disclose any review of the WVP Service, including but not limited to the results of any analyses or data aggregation, to any third party without WealthVP's prior written approval; and (vii) You acknowledge and agree that WealthVP shall own all right, title and interest in and to all intellectual property rights (including all derivatives or improvements thereof) in the WVP Service and the WealthVP Materials. If You provide feedback (such as recommendations or enhancement requests) to WealthVP, You give to WealthVP, without charge, the right to use, share and commercialize Your feedback in any way and for any purpose.

2.4 Community Administrator. Each Community agrees to designate a Community Administrator and notify WealthVP of the identity and contact information for same. The Community agrees to provide WealthVP with the Community Administrator's email address, to promptly provide WealthVP with any changes to such email address, and to accept emails (or other electronic communications) from WealthVP to the Community Administrator. Except as otherwise provided in this Agreement, Communities further agree that WealthVP may provide any and all routine notices, statements, and other communications to the Community and its users through either email to the Community Administrator or posting on the WVP Community Service. A Community Administrator may add or remove Users from that particular Community. With respect to Communities, from time to time, Users may be asked to confirm their account on the Community, and if such account is not reconfirmed, the account may be removed by the Community Administrator. Once a User is removed from a Community, the content of that User remains on the Community and is the sole property of that Community. Any User content posted within a Private Community is owned by that Community.

2.5 Service Administrator. If not designated in the Solutions Order, You agree to designate a Service Administrator and notify WealthVP of the identity and contact information for same. You agree to provide WealthVP with Your Service Administrator's email address, to promptly provide WealthVP with any changes to such email address, and to accept emails (or other electronic communications) from WealthVP to Your Service Administrator. Except as otherwise provided in this Agreement, You further agree that WealthVP may provide any and all routine notices, statements, and other communications to You through either email to the Service Administrator or posting on the WVP Matching Service. Your Service Administrator shall authorize and designate Users, provide and assign unique passwords and User names to each, and ensure that multiple Users do not share a password or User name and that no one other than an authorized User is allowed to access the WVP Matching Service. You remain responsible for the confidentiality and use of Your passwords and User names, and agree to immediately notify WealthVP if You become aware of any loss or theft or unauthorized use of any of Your passwords, User names, and/or account numbers. WealthVP will act as though any electronic communication it receives under Your passwords, User names, and/or account numbers has been sent by You. You agree not to access the WVP Service through electronic, mechanical, automated or similar means (such as through performance testing software) such that the frequency of login or usage is in excess of normal parameters, or otherwise to perform penetration testing without WealthVP's prior consent. WealthVP reserves the right to suspend any attempted unusual or unauthorized access to protect the WVP Matching Service. You agree not to seek damages from WealthVP, and to hold harmless WealthVP from any claim for damages by You or a third party, resulting from any misuse of your account or account credentials, including due to Your failure to comply with this Section or otherwise to secure Your account, any hacking of your systems or credentials, or due to any turnover that may occur within Your organization.

2.6 Transmission of Data. You understand that the technical processing and transmission of Your Data is necessary to Your use of the WVP Service, and consent to WealthVP's interception and storage of Your

Data. You understand that You will be transmitting Your Data over the Internet, and over various networks, only part of which may be owned and/or operated by WealthVP, and agree that WealthVP is not responsible for any portions of Your Data that are lost, altered, intercepted or stored without authorization during the transmission of Your Data across networks not owned and/or operated by WealthVP.

2.7 Your Responsibilities. You are solely responsible for (i) the content of any postings, data or transmissions from Your use of the WVP Service, or any other use of the WVP Service by a User, and ensuring that Your Participant Data posted to the WVP Service conforms to the restrictions in the AUP, (ii) keeping Your account permissions, billing, and other account information up to date using the WealthVP customer portal, (iii) using reasonable security precautions in connection with Your use of the WVP Service, (iv) ensuring that Your Users not make any use of others' Participant Data except as permitted by the AUP (unless and except to the extent provided for in a separate agreement between You and such Participant outside of the terms of this Agreement), and (v) performing Your own diligence in connection with any decision to make or receive an investment, separate from and without reliance on Participant Data posted on the WVP Service, including the independent verification of any claims or data included within any Participant Data relating to a potential investment. Without limiting the foregoing, You agree to comply with all laws applicable to Your use of the WVP Service and the restrictions set forth in the AUP. You agree to immediately notify WealthVP of any unauthorized use of Your account or any other breach of security as it relates to the WVP Service, and to reasonably cooperate with WealthVP's investigation of service outages or security issues. You are responsible for understanding all applicable securities laws and regulations, and other regulatory requirements applicable to Your business, and for avoiding any use of the WVP Service in a manner that could violate those requirements. As noted in the AUP (as revised from time to time), You may not use the WVP Service in any manner to store, display, transmit or process certain types of sensitive information or data.

2.8 Securities Offerings. Private placements of securities offered as part of the WVP Service have not been registered under the Securities Act of 1933, in reliance on the exemptive provisions of Section 4(2) of the Securities Act and Regulation D and Rule 506, and/or Regulation S, promulgated thereunder. Securities sold through private placements are restricted and not publicly traded and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities commission or other regulatory authority has approved, passed upon or endorsed the merits of any offering on this Website.

3. SERVICES; SUPPORT

3.1 Services. WealthVP will provide You with implementation or other consulting Services set forth in the Solutions Order in exchange for the Fees and expense reimbursement set forth on the Solutions Order.

3.2 Support. During the Subscription Term, You are entitled to receive our then standard Support for the WVP Service, at no extra charge. Should You request any non-standard support services, additional Fees may apply which will require the execution of a Solutions Order describing the requested Services and the associated Fees and expense reimbursement.

4. SUBSCRIPTION FEES; PAYMENT; SUSPENSION

4.1 Fees; Invoices. Fees for Services and Subscription Fees for the WVP Service are set forth in the Solutions Order and are payable in advance, irrevocable and non-refundable except as set forth in the Agreement. Your Subscription Term will be as set forth in the Solutions Order and if the Solutions Order specifies payment upon invoice, WealthVP will invoice You upon execution of the Solutions Order and approximately one month in advance of the start of any Renewal Term, and any amounts invoiced hereunder shall be due and payable within 30 days of WealthVP's invoice date. Late payments will be subject to a service charge of one percent (1.0%) per month, or the maximum charge permitted by law, whichever is less. Your Subscription Fees will remain fixed during the Initial Term. Upon commencement of any

Renewal Term, the Recurring Fees for the WVP Service will be subject to the Subscription Fees then in effect at the date of such renewal, provided, however, that WealthVP will provide you with at least 60 days prior written notice of any increase in Subscription Fees. If You are participating in a Pre-Launch Service, the Fees applicable to pre-production and post-production portions of the Subscription Term will be subject to adjustment as set forth the Solutions Order through which you enroll in the Pre-Launch Service.

4.2 Taxes. You agree to pay all personal property, sales, use, value-added, withholding and similar taxes (other than taxes on WealthVP's net income) arising from the transactions described in the Agreement, even if such amounts are not listed on a Solutions Order. To the extent You are exempt from sales or other taxes, You agree to provide WealthVP, upon request, with the appropriate exemption certificate.

4.3 Non-Payment; Suspension. WealthVP reserves the right to suspend Your access and/or use of the WVP Service for which any payment is overdue. You agree that WealthVP shall not be liable to You nor to any third party for any suspension of the WVP Service resulting from Your non-payment of Fees. WealthVP also reserves the right to suspend Your WVP Service to the extent one or more of the conditions set forth below arise: WealthVP may suspend providing the WVP Service to You, in whole or in part, upon reasonable advance written notice if You, or any of Your Users, are in violation of and fail promptly to resolve such violation of the AUP. WealthVP may immediately suspend the WVP Service to You without notice if (i) You fail to reasonably cooperate with WealthVP's investigation of any suspected breaches of this Agreement or security concerns relating to the WVP Service, (ii) WealthVP reasonably believes, in its sole discretion, that suspension of the WVP Service is necessary to protect any other Participants or the WealthVP environment generally, or (iii) WealthVP is obligated to suspend WVP Service via subpoena, court order or otherwise as required by law, each of which may require WealthVP to restrict Your access to the data stored on or transmitted and/or processed through the WVP Service. In the event of any suspension of WVP Service due to the acts or omissions of You or Your Users, You agree to pay WealthVP a reasonable reconnection Fee as a condition of reactivation of the WVP Service, in addition to full payment of any balance due on Your account, including any interest charged for late payment. TO THE EXTENT WEALTHVP TAKES ANY SUSPENSION ACTION AS AUTHORIZED BY THIS SECTION, IT SHALL NOT BE LIABLE TO YOU OR ANYONE CLAIMING BY OR THROUGH YOU FOR ANY DAMAGES AS A RESULT OF SUCH SUSPENSION. The suspension remedies set forth in this Section will not preclude WealthVP from pursuing any other remedies permitted by law or equity.

5. TERM AND TERMINATION

5.1 Initial Term; Renewal Terms. The Subscription Term shall commence upon the date of enablement of the WVP Service and continue through the Initial Term set forth in the Solutions Order. Any automatic renewal of the Subscription Term beyond the Initial Term shall be pursuant to the terms set forth in Your Solutions Order.

5.2 Cancellation. During the period following your Initial Term, You may cancel your Subscription Term under the following circumstances:

- QPC Participants - If a specific Renewal Term is not indicated in the Solutions Order, You may cancel Your Subscription Term by providing WealthVP with 30 days' notice. You will be invoiced for a complete month of WealthVP Services that coincides with the last day of the 30-day notice period. For example, providing WealthVP with 30-day notice on January 15 will result in an invoice for January and for February.
- Investor Participants - If a specific Renewal Term is not indicated in the Solutions Order, You may cancel Your Subscription Term by providing WealthVP with 30 days' notice. You will be invoiced for a period ending on the last day of the calendar month that coincides with the end of the 30-day notice period, at the average monthly Subscription Fee rate that applies to your Solutions Order.
- RE Participants - If a specific Renewal Term is not indicated in the Solutions Order, You may cancel Your Subscription Term by providing WealthVP with 30 days' notice. You will be invoiced for a

period ending on the last day of the calendar month that coincides with the end of the 30-day notice period, at the average monthly Subscription Fee rate that applies to your Solutions Order.

Cancellations must be communicated to WealthVP by sending an email requesting cancellation to support@wealthvp.com.

5.3 Termination; Effect of Expiration or Termination. In the event of any breach of the Agreement by either party, the non-breaching party shall have the right to terminate the Agreement (or the relevant Solutions Order) for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail. WealthVP shall also have the suspension rights set forth in Section 4.3 in the event of non-payment. Upon any termination of the Agreement or a Solutions Order, Your right to access and use the relevant WVP Service and WealthVP Materials (other than for retrieval of Your Data as permitted by us) shall terminate. During the Subscription Term, You may download Your Data from the WVP Services at any time, and WealthVP will also provide You with the same opportunity upon the expiration or termination of the Subscription Term, but You agree not to use the WVP Service as the exclusive repository for any of Your Data. After providing You with such opportunity, You agree that WealthVP will have no further obligation to retain Your Data and that Your Data may be irretrievably deleted from the WVP Service following the expiration or termination of the Subscription Term. The provisions of this Agreement which by their nature are intended to survive expiration or termination shall survive, including but not limited to obligations concerning confidentiality, protection of intellectual property, indemnification and payment of unpaid Fees and expenses. You acknowledge and agree that to the extent during the Subscription Term You share or expose Your Participant Data to other Participants, copies and derivatives of Your Participant Data are likely to be made by such other Participants and will not be retrievable by You (and Wealth VP will have no obligation to seek, or assist You in any, such retrieval effort) from such other Participants at the end of (or at any point during) Your Subscription Term.

6. IP RIGHTS; YOUR DATA; CONFIDENTIALITY

6.1 Intellectual Property Rights. WealthVP and its licensors own and shall retain all right, title and interest to the WealthVP Technology, the WVP Service, and any modifications and enhancements made to same during the Subscription Term, even if made based upon an idea or recommendations provided by You. The Agreement does not convey or transfer any ownership rights in the WVP Service or WealthVP Technology.

6.2 Your Data – WVP Community Service. When You share information, others can see, copy and use that information. WealthVP allows WVP Community Service users to post observations and comments on designated topics. Through the WVP Community Service, WealthVP also enables sharing of information by allowing Users to post updates, including links to news articles and/or external websites. WealthVP, in its sole discretion, may remove content if the content violates this Agreement or others' intellectual property rights. Please note that in the WVP Community Service the posts and information you share may be seen and used by other Community members, and WealthVP cannot guarantee that other Community members will not use the ideas and information you share on WealthVP. Therefore, if You have an idea or information that You would like to keep confidential or do not want others to use, or that is subject to third-party rights that may be infringed by Your sharing it, do not post it to anywhere on WealthVP's platform. **WEALTHVP IS NOT RESPONSIBLE FOR ANOTHER'S MISUSE OR MISAPPROPRIATION OF ANY CONTENT OR INFORMATION YOU POST** using the WVP Community Service. By submitting ideas, suggestions, or other opinions ("Contributions") to WealthVP's platform, You acknowledge and agree that: (i) Your Contributions do not contain confidential or proprietary information; (ii) WealthVP is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (iii) WealthVP shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (iv) WealthVP may have something similar to the Contributions already under consideration or in development; (v) You irrevocably and non-exclusively license to WealthVP rights

to use your Contributions; and (vi) You are not entitled to any compensation or reimbursement of any kind from WealthVP under any circumstances.

6.3 Your Data - WVP Matching Service. In the course of using the WVP Matching Service or the Services, You will submit Your Data to WealthVP. As between You and WealthVP, You will remain the sole owner of Your Data. To enable WealthVP to provide the WVP Matching Service, and subject to the terms and conditions of the Agreement, You hereby grant to WealthVP the limited right to copy, use, process and display Your Data solely in connection with WealthVP's provision of the WVP Matching Service on Your behalf. You remain solely responsible for the accuracy, integrity, and reliability of Your Data. WealthVP will protect Your Data as confidential in accordance with Section 6.4 below, but You remain solely responsible for any decisions to share Your Participant Data with other Participants and You acknowledge that WealthVP will not be responsible for any misuse of Your Data by such Participants.

6.4 Confidential Information. For purposes of the Agreement, confidential information shall include Your Data, the WVP Matching Service and WealthVP Materials, any other information that is clearly identified in writing at the time of disclosure as confidential or, given the nature of the information and the circumstances of disclosure, should be reasonably understood by the receiving party as confidential ("Confidential Information"). Each party agrees: (a) to receive and maintain in confidence all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations or exercise rights hereunder; (c) to limit the internal dissemination of Confidential Information to those officers and employees, if any, of the recipient who have a need to know and an obligation to protect it; and (d) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). WealthVP will restrict its employees' access to Your Confidential Information to only those employees necessary to successfully provide the WVP Matching Service or Services. WealthVP may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and to use it only to facilitate the performance of their services for WealthVP in connection with the performance of the Agreement. Confidential Information shall not include information that: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. In addition, to the extent You choose to display Your Participant Data to other Participants on the WVP Matching Service, such data will not be considered Confidential Information, but WealthVP will nevertheless make commercially reasonable attempts, to the extent it has control over access through the WVP Matching Service, to limit access to Your Participant Data to those Participants to whom exposure is intended under the structure of the WVP Matching Service platform as described in the WealthVP Materials. This Section 6.4 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure, and to allow the disclosing party a reasonable opportunity to seek a protective order or other confidential assurances relating to such disclosure.

7. LIMITED WARRANTIES; INDEMNIFICATION; LIABILITY LIMITATIONS

7.1 WVP Service Warranty. WealthVP warrants that the WVP Service will function and perform substantially in accordance with its online documentation (and any technical specifications included in the WealthVP Materials), and that such functionality will be maintained in all material respects in subsequent upgrades to the WVP Service. WealthVP does not warrant that the WVP Service will be error-free. Your sole and exclusive remedy for WealthVP's breach of this warranty will be that WealthVP is required to use commercially reasonable efforts to modify the WVP Service within a commercially reasonable timeframe

to comply with the foregoing warranty, and if WealthVP is unable to restore such functionality You will be entitled to terminate the Agreement and receive a pro-rata refund of any Subscription Fee prepaid under the Agreement for the remaining portion of the Subscription Term.

7.2 Services Warranty. WealthVP warrants to You, for a period of 60 days following their delivery, that any Services performed hereunder will be performed in a workmanlike manner, in conformity with the professional standards for comparable services in the industry. For any breach of this warranty reported during such warranty period, Your exclusive remedy shall be the re-performance of the deficient Services without additional charge, and if WealthVP is unable to re-perform the deficient Services as warranted, You will be entitled to recover the portion of the Fees paid to WealthVP for such deficient Services, and such refund shall be WealthVP's entire liability.

7.3 Special Warranty Exclusion. As a convenience to Users, WealthVP may provide access to Third-Party Data through the WVP Service for Your use in connection with the WVP Service. WEALTHVP DOES NOT WARRANT OR GUARANTEE THE TIMELINESS, SEQUENCE, ACCURACY, TRUTHFULNESS OR COMPLETENESS OF EITHER THIRD-PARTY DATA OR DATA CONCERNING ANY PARTICIPANTS THAT MAY BE MADE AVAILABLE THROUGH THE ACCESS OR USE OF THE WVP SERVICE OR SERVICES, AND YOU ACKNOWLEDGE THAT SUCH THIRD-PARTY DATA AND ALL PARTICIPANT DATA IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTY OF ANY KIND BY WEALTHVP OR ITS THIRD-PARTY VENDORS.

7.4 Your Warranties to WealthVP. You warrant to WealthVP that (i) any of Your Data that You submit to us during the initial or an future onboarding for Your account will be true and correct in all material respects, (ii) that you have sufficient ownership or other rights and licenses to disclose Your Participant Date to other Participants, as contemplated by the WVP Matching Service, without violating any obligations of confidentiality or other third party rights, (iii) You will comply (and ensure that each of Your Users complies) with the AUP and all laws and regulations applicable to You and Your business in connection with Your use of the WVP Service and Services, (iv) You will not make any use of Participant Data to which You are exposed in connection with Your use of the WVP Matching Service other than for the legitimate investment-related purposes contemplated by this Agreement, and (v) You will not transmit to Wealth VP or the WVP Matching Service any of Your Data (or portions thereof) that cannot be legally stored by us on server systems located solely within the United States.

7.5 Disclaimers.

7.5.1 WealthVP's Services are provided "as is" and we do not make, and cannot make, any representations about the content or features of our Services.

7.5.2 WEALTHVP DOES NOT REPRESENT OR WARRANT THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE OR APPROPRIATE FOR YOUR PURPOSES. FURTHERMORE, WEALTHVP MAKES NO GUARANTEES AS TO (i) THE NUMBER OF ACTIVE USERS AT ANY TIME; (ii) USERS' ABILITY OR DESIRE TO COMMUNICATE WITH OR SUCCESSFULLY "MATCH" WITH YOU, (iii) QPC PARTICIPANTS AVAILABLE TO POTENTIALLY MATCH WITH FOR INVESTOR SUBSCRIBERS; (iv) REAL ESTATE PARTICIPANTS AVAILABLE IN CONNECTION WITH THE WEALTHVP MATCHING SERVICE, OR (v) OR THE ULTIMATE COMPATIBILITY WITH OR CONDUCT BY USERS YOU MEET THROUGH THE SERVICES.

7.5.3 THE WARRANTIES STATED IN SECTIONS 7.1 AND 7.2 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY WEALTHVP, AND EXCEPT AS EXPRESSLY STATED IN SECTIONS 7.1 AND 7.2, WEALTHVP DOES NOT

REPRESENT THAT YOUR USE OF THE WVP SERVICE OR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE WVP SERVICE OR THE SERVICES WILL MEET YOUR REQUIREMENTS OR THAT ALL ERRORS IN THE WVP SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED. WITHOUT LIMITING THE FOREGOING, YOU ACKNOWLEDGE THAT WEALTHVP DOES NOT REVIEW, EDIT, CORRECT, OR PROVIDE ANY EDITORIAL GUIDANCE ON PARTICIPANT DATA OR OTHER CONTENT PROVIDED BY PARTICIPANTS OR THIRD PARTIES, AND THAT WEALTHVP EXPRESSLY DISCLAIMS ANY WARRANTIES AS TO THE AUTHENTICITY, ACCURACY, TIMELINESS OR TRUTHFULNESS OF SUCH DATA OR CONTENT. WEALTHVP MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE WVP SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES.

7.6 Limitation of Liability. YOU ACKNOWLEDGE AND AGREE THAT THE CONSIDERATION CHARGED BY WEALTHVP UNDER THE AGREEMENT DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY WEALTHVP OF THE RISK OF YOUR INCIDENTAL OR CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WEALTHVP BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND THE CONSEQUENCE OF FINANCIAL DECISIONS (WHETHER ACTIONS OR INACTIONS) BASED IN ANY WAY ON USE OF THE WVP SERVICE OR THE SERVICES PROVIDED HEREUNDER) ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR WEALTHVP'S PERFORMANCE HEREUNDER, INCLUDING WITHOUT LIMITATION (A) THE WVP SERVICE OR SERVICES, (B) ANY INTERRUPTION OF USE OF THE WVP SERVICE OR SERVICES, OR (C) FOR LOSS, INACCURACY OR CORRUPTION OF YOUR DATA, EVEN IF WEALTHVP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO ANY GREATER AMOUNT SET FORTH IN THE REFUND PROVISIONS IN SECTIONS 7.1 AND 7.2, IN NO EVENT SHALL WEALTHVP'S LIABILITY HEREUNDER EXCEED THE AMOUNT THAT YOU HAVE PAID TO WEALTHVP UNDER THIS AGREEMENT DURING THE PREVIOUS 12 MONTHS.

7.7 Indemnification by Wealth VP. WealthVP will indemnify, defend and hold You harmless from and against any and all costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against You that arises out of or results from the infringement of any copyright, United States patent, trademark, or misappropriation of a trade secret through our provision to You of the WVP Matching Service, WealthVP Material or the Services (exclusive in each case of Participant Data to the extent Participant Data gives rise to the infringement or misappropriation claim); provided that You: (i) promptly give WealthVP notice of the claim, suit, action, or proceeding; (ii) give WealthVP sole control of the defense and related settlement negotiations; and (iii) provide WealthVP with all reasonably available information and assistance necessary to perform WealthVP's obligations under this Section. WealthVP will not, without Your prior written consent, settle any action, claim or proceeding unless the settlement (a) provides an unconditional release of You (and, as applicable, Your Users) of liability, and (b) does not include any statement as to any admission. If the WVP Service is held to infringe any intellectual property right, WealthVP may, in its sole discretion and expense, either procure a license that will protect You against such claim without cost to You or replace the WVP Service with a non-infringing service with comparable functionality. Provided

that WealthVP complies with this Section, You shall have no additional remedy against WealthVP by reason of a third-party infringement claim.

7.8 Indemnification by You. You will indemnify, defend and hold WealthVP harmless from and against any and all costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or in connection with a claim, suit, action, or proceeding brought by any third party (including but not limited to other Participants or government regulators) against WealthVP that arises out of or results from Your alleged misappropriation or misuse of Participant Date, Your alleged violation of any applicable laws or regulations in connection with Your use of the WVP Service or the Services, or any violation of the AUP by You or Your Users; provided in each case that we: (i) promptly give You notice of the claim, suit, action, or proceeding; (ii) give You sole control of the defense and related settlement negotiations; and (iii) provide You with all reasonably available information and assistance necessary to perform Your obligations under this Section. You may not, without our prior written consent, settle any such action, claim or proceeding unless the settlement (a) provides an unconditional release of WealthVP of liability, and (b) does not include any statement as to any admission.

7.9 Clarification re Scope of Indemnification. Each party's obligation to indemnify defend the other under the foregoing Sections 7.7 and 7.8 extends to third party claims made against the indemnified party's Affiliates and its and their respective directors, officers, employees, contractors, agents and representatives.

8. GENERAL PROVISIONS

8.1 Notice. Notices regarding the Agreement to WealthVP shall be in writing and sent by first class mail or overnight courier (if from within the USA), or international courier, addressed to Wealth Venture Partners, Inc., Attn. Contracts Admin., at the mailing address then made available from our home page at <https://www.wealthvp.com>. WealthVP may give notice applicable to its customer base by means of a general notice on the WVP Service portal, and notices specific to You by electronic mail to Your Service Administrator's email address on record with WealthVP, or by written communication sent by first class mail or overnight courier (if to an address within the USA), or international courier, to Your address on record in WealthVP's account information. All notices shall be deemed to have been given three days after mailing or posting (if sent by first class mail), upon delivery in the case of courier, or 12 hours after sending by confirmed facsimile, email or posting to the WVP Service portal.

8.2 Export. You agree that U.S. export control laws and other applicable export and import laws may govern Your use of the WVP Service, including WealthVP Technology. You represent that You are not a citizen of an embargoed country or prohibited User under applicable U.S. export and anti-terrorism laws, regulations and lists. You will not use, export or allow a third party to use or export the WVP Service or WealthVP Technology in any manner that would violate applicable law, including but not limited to export control laws and regulations.

8.3 Disputes. Any dispute between the parties arising out of or relating to this Agreement shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. The arbitration shall be before a sole arbitrator in accordance with the Expedited Procedures of the AAA's Commercial Arbitration Rules. Arbitration will take place in a mutually agreeable location, and if the parties cannot agree on a location, then the arbitration will be held in Maricopa County, Arizona. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration proceedings and the arbitration award shall be maintained by the parties as strictly confidential, except as is otherwise required by a court order or as is necessary to confirm, vacate or enforce the award and for the disclosure in confidence to the parties' respective attorneys, tax advisors and senior management. The parties agree to share equally the arbitrator's fee and administrative costs of arbitration but will bear their own attorney fees, expenses, and costs. If the arbitrator determines that a party has generally prevailed in

the arbitration proceeding, then the arbitrator shall award to that party its reasonable out of pocket expenses related to the arbitration, including filing fees, arbitrator compensation, attorney's fees and legal costs. Notwithstanding any of the foregoing, a party may apply to an arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from a court having jurisdiction, any interim provisional relief that is necessary to protect the rights of that party pending the arbitrator's appointment or decision on the merits of the dispute.

8.4 Governing Law; Jurisdiction. This Agreement is governed by the laws of the State of Delaware, without regards to its conflicts of law provisions. Subject to the arbitration provisions set forth above, each party submits to the exclusive jurisdiction of the federal and state courts located in Maricopa County, Arizona. The United Nations Convention on Contracts for the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to the Agreement.

8.5 Integration; Modification. The Agreement (including the applicable Solutions Order and other WealthVP terms linked to herein) represents the parties' entire understanding relating to the WVP Service and the Services, and supersedes any prior or contemporaneous, conflicting or additional, communications. The terms and conditions of the Agreement may only be amended by written agreement of the parties. Preprinted terms in any purchase order or invoice submitted by a party shall not serve to modify or add to the terms of this Agreement or the Solutions Order.

8.6 Severability. If any provision of the Agreement is determined to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

8.7 Relationship of Parties. No joint venture, partnership, employment, or agency relationship exists between WealthVP and You as a result of the Agreement or Your use of the WVP Service.

8.8 Assignment. You may not assign the Agreement without the prior written approval of WealthVP, and any purported assignment in violation of this Section shall be void. WealthVP reserves the right to provide some or all of the WVP Service (including but not limited to Technical Support) from locations, and/or through use of third-party providers, located worldwide.

8.9 Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

8.10 Marketing. Commencing with Your subscription of the WVP Service, You agree that WealthVP may publish and make immediate mention of Your status as a customer on WealthVP's website and marketing collateral.

8.11 Modification. WealthVP may modify any aspect of this Agreement upon no less than 60 days prior notice via the WealthVP customer portal.

-- End of Terms of Use and Acceptable Use Policy --

Updated September 2023.