

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service shall govern the separate order form ("Order Form") by and between Proactive VC Technologies Inc., a Delaware corporation, ("Proactive VC") and the Client identified in such Order Form ("Client," together with Proactive VC, each a "Party" and collectively the "Parties").

1. DEFINITIONS

As used herein, the following terms shall have the following meanings:

1.1 "Affiliate" means a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity specified (as used in this definition, "control", "controlled by" and "under common control with" shall mean the possession, directly or indirectly, of power to direct or cause the direction of the management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise)).

1.2 "Agreement" means these Terms and Conditions of Service together with the Order Form.

1.3 "Bid Amount" shall have the meaning set forth on the Order Form.

1.4 "Change of Control" of a Party means any (a) merger, consolidation, reorganization or similar transaction of or involving a party or any parent company of such Party or any subsidiary of such Party, except for any such transaction in which the holders of shares of capital stock of such Party outstanding immediately prior to such transaction continue to hold, as a result of their holdings immediately prior to such transaction, stock or other corresponding ownership interests representing a majority of the voting power of the surviving or resulting corporation, (b) sale or other transfer of all or substantially all of the business or assets of such Party or any parent company of such Party, except for any such sale or transfer to an Affiliate of such Party, or (c) the sale or other direct or indirect transfer, through one or a series of transactions, of more than fifty (50) percent of the voting equity interests of such Party or any parent company of such Party, except for any such sale or transfer to an Affiliate of such Party.

1.5 "Covered Prospect" means a Lead which is not rejected by Client pursuant to the process set forth in Section 2.2 hereof.

1.6 "Disclosing Party" means the Party disclosing Confidential Information.

1.7 "Effective Date" means the date of the Order Form.

1.8 "Initial Investment" means, with respect to a Covered Prospect, (i) the initial Investment with respect to a Covered Prospect shall include only all such interests acquired by Client, its Affiliates, or funds managed by Client or its Affiliates in an initial transaction (or series of related transactions concurrent in time) with such Covered Prospect.

1.9 "Investment" means, with respect to a Covered Prospect, the purchase by Client, its Affiliates, or funds managed by Client or its Affiliates of equity securities of such Covered Prospect, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.10 "Lead" means a private company identified by Proactive VC to Client from time to time, together with information provided by Proactive VC to Client regarding such company, its founders, investors, employees, products, partners and business.

1.11 "Platform" means the online portal made generally available by Proactive VC to its clients, through which clients may subscribe to the Services for selected Verticals, establish Subscription Fees, receive and reject Leads, identify Reserved Covered Prospects, and engage in other activities and communications in connection with this Agreement.

1.12 "Priority Level" means the level of priority for receiving Leads and establishing Reserved Covered Prospects in a Vertical, as established by Client through the bidding process in the Platform as described in Section 3.1.

1.13 “Receiving Party” means the Party receiving Confidential Information of the Disclosing Party.

1.14 “Referral Fees” means the commissions set forth on the Order Form.

1.15 “Referred Transactions” means Client’s or any of its Affiliates’ Investment in any Covered Prospect.

1.16 “Reserved Covered Prospects” means Covered Prospects for which Client selects the limited exclusivity set forth in Section 2.4.

1.17 “Services” means Proactive VC’s provision of Leads and access to the Platform as set forth on the Order Form and in these Terms and Conditions, as Proactive VC may update such Services and Platform during the Term.

1.18 “Subscription” means a subscription to the Services for a selected Vertical for the Term.

1.19 “Subscription Fees” means the fixed periodic Subscription fees set forth on the Order Form.

1.20 “Term” shall have the meaning set forth in Section 4.1 hereof.

1.21 “Vertical” means each of the market segments made available by Proactive VC through the Platform from time to time.

2. SERVICES; REFERRALS

2.1 Generally. Proactive VC will provide the Services during the Term.

2.2 Referral Process. Proactive VC will submit Leads to Client through Proactive VC’s Platform and through email alerts if selected by Client through the Platform (each, a “Lead Notice”) from time to time during the Term. If Client already has met with such Lead (in person, by phone or videoconference) before receipt of such Lead Notice from Proactive VC (“Prior Contact”), then within five (5) days of the Lead Notice (such five (5) day period, the “Review Period”), Client may provide notice of such Prior Contact through the reporting functionality provided in Proactive VC’s Platform, and in such event such Lead shall be deemed rejected and shall not be

deemed to be a Covered Prospect hereunder. If a Lead is not rejected within the Review Period, such Lead shall constitute a Covered Prospect hereunder. Client acknowledges and agrees that each Covered Prospect, and the fact that Proactive VC identified a Lead, is Confidential Information of Proactive VC hereunder unless and until Client closes an Investment in such Lead or Covered Prospect. In any event, Client shall not disclose the Lead Notice, or any other information provided by Proactive VC regarding a Lead, to any third party.

2.3 Authorized Users and Restrictions. Client may establish certain authorized users of the Platform on Client’s behalf (each, an “Authorized User”). Client shall be responsible for all acts and omissions of Client’s Authorized Users or any use of the login credentials of such Authorized Users from time to time. Client further agrees that shall not, directly or indirectly, and Client shall not permit any third party to, (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the Services; (ii) modify, translate, or create derivative works based on any element of the Services or any related documentation; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the Services, including the identity of any Leads or any information regarding Leads provided by Proactive VC; (iv) interfere with or disrupt the integrity or performance of the Services; or (v) attempt to gain unauthorized access to the Services.

2.4 Waterfall Allocation of Leads and Reserved Covered Prospects. Client acknowledges that it will receive Leads in the Vertical to which Client subscribes through the Platform based on its Priority Level. Leads received by Client in a Vertical may have been provided to other clients of Proactive in the same Vertical. During the Term of Client’s Subscription in a Vertical, Client may select up to three (3) Covered Prospects (or such other number mutually agreed by the Parties through the Platform from time to time) in such Vertical as Reserved Covered Prospects through the Platform from time to time, by provision of notice of such selection within three (3) days of receipt of the Lead Notice for the applicable Lead. Client may irrevocably remove a Reserved Covered Prospect at any time through the Platform, which will then cease to count toward Client’s permitted number of Reserved Covered

Prospects. Proactive VC will not provide such Referred Covered Prospect to any third party with an equal or lower Priority Level for six (6) months after the Lead Notice applicable to such Reserved Covered Prospect (the “Reserved Period”), or until the end of the Term or such Lead ceases to be a Reserved Covered Prospect, whichever is sooner.

3. SUBSCRIPTION FEES, REFERRAL FEES AND PAYMENT; CO-INVESTMENT RIGHT; AUDIT

3.1 Fees. Subscription Fees shall be based on an ongoing bidding process throughout the Term, subject to the minimum per Vertical set forth on the Order Form. Client is not assured of any Priority Level during the Term. Client and all other clients of Proactive may increase its Priority Level in a Vertical from time to time through the bidding process enabled through the Platform. Proactive VC will provide Client with current information regarding its Priority Level through the Platform. Subject to the foregoing, Client shall pay the Subscription Fees and Referral Fees as set forth on the Order Form.

3.2 Payment; Reports. All payments due hereunder shall be paid in U.S. dollars. Subscription Fees shall be payable on a calendar monthly basis in arrears, with any portions of a calendar month charged pro-rata based on the number of days in that calendar month, unless otherwise provided on Schedule A. Referral Fees due to Proactive VC are payable within thirty (30) days from the end of each calendar quarter in which any Referral Fees accrued. Within thirty (30) days from the end of each calendar quarter, Client shall provide to Proactive VC a written report listing the Referral Fees accrued and the basis of such calculation of such amount on a Covered Prospect-by-Covered Prospect basis. If overdue, any payments due under this Agreement shall bear interest until paid at a per annum rate of one and one half percent (1.5%) per month.

3.3 Expenses. Unless otherwise agreed to or as otherwise provided in this Agreement, any and all costs or expenses of either Party arising out of this Agreement shall be borne by such Party.

4. TERM AND TERMINATION

4.1 Term. This Agreement shall commence on the Effective Date, shall continue for the initial term set forth in the Order Form (“Initial Term”), which

shall automatically renew for successive one (1) calendar month periods (each, a “Renewal Term” and together with the Initial Term, the “Term”), unless sooner terminated pursuant to Section 4.2. The Bid Amount for one Term shall apply to each successive Renewal Term unless such amount is reduced by Client prior to commencement of the applicable Renewal Term or such amount is increased by Client through the bidding process on the Platform during such Renewal Term. The Parties may agree in writing to renew the Term for different specified periods in writing or through the Platform.

4.2 Termination by Either Party. Without limiting any other rights available under the law or this Agreement, this Agreement shall continue in accordance with Section 4.1 above unless earlier terminated as follows:

4.2.1 In the event of a material breach by a Party, the other Party may terminate this Agreement by delivery of written notice of termination, specifying the applicable breach, effective thirty (30) days following such notice unless the other Party cures such breach prior to the expiration of such thirty (30) day period;

4.2.2 This Agreement shall terminate effective immediately and without any requirement of notice, in the event that (i) the other Party files a petition in bankruptcy, files a petition seeking any reorganization, arrangement, composition or similar relief under any law regarding insolvency or relief for debtors; or makes an assignment for the benefit of creditors, (ii) a receiver, trustee or similar officer is appointed for the business or property of the other Party, (iii) any involuntary petition or proceeding under bankruptcy or insolvency law is instituted against the other and is not stayed, enjoined, or discharged within sixty (60) days, or (iv) the other Party adopts a resolution for, or undertakes to effect, a discontinuance of its business or dissolution.

4.3 Effect of Termination. Upon termination of this Agreement for any reason, all rights and obligations of the Parties shall immediately terminate, except that all obligations to pay Referral Fees shall continue with respect to any Initial Investments in a Covered Prospect which are made during or after the Term. Termination shall be in addition to, and shall not prejudice, any of the

Parties' other remedies at law or in equity, except as expressly provided in this Agreement.

4.4 Survival. Notwithstanding any termination or expiration of this Agreement, Sections 1, 3, 4.3, 4.4, 5, 6 and 7 shall survive and remain in effect in perpetuity in accordance with their terms. Termination for any reason or expiration of this Agreement shall not relieve either Party from any liability which at the time of termination or expiration already has accrued to the other Party hereto or which thereafter may accrue in respect of any act or omission prior to termination or expiration, or from any obligation which is expressly stated herein to survive termination or expiration.

5. CONFIDENTIALITY AND PUBLICITY

5.1 Confidentiality. The Receiving Party will hold the Confidential Information of the Disclosing Party in confidence and, unless required by law, will not make the Confidential Information of the Disclosing Party available in any form to any third party or use the Confidential Information of the Disclosing Party for any purpose other than to perform its obligations under this Agreement, for a period of five (5) years from the date of termination or expiration of this Agreement. The Receiving Party shall only permit access to the Confidential Information of the Disclosing Party to those of its Affiliates, employees, officers, directors or authorized representatives or any of its Affiliates' employees, officers, directors or authorized representatives (collectively, the "Related Parties") having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. The Receiving Party shall be responsible for ensuring that its Related Parties do not disclose or distribute Confidential Information in violation of the terms of this Agreement.

5.2 Definition of Confidential Information. As used in this Agreement, "Confidential Information" of a Party shall mean all information disclosed by the Disclosing Party or any of its Affiliates which by its nature appears to be confidential whether provided in writing, verbally or visually and to the extent previously, presently, or subsequently disclosed to the Receiving Party, including but not limited to ideas, techniques, drawings, works of authorship, models, inventions (whether or not patentable),

data, databases, know-how, processes, information related to the current, future, and proposed products and services, financial information, customer lists, employees, business and contractual relationships, business forecasts, business plans, sales, marketing plans and information relating to third parties. The Leads, including all related information provided with such Lead, and then-current and past Covered Prospects shall be Confidential Information of Proactive VC; the Investments and the fact that Client accepted or rejected a Lead shall be Confidential Information of Client.

5.3 Exclusions. The Confidential Information of the Disclosing Party shall not include information that:

5.3.1 was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or

5.3.2 is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure.

5.4 Effect of Termination. Following the termination or expiration of this Agreement, the Receiving Party shall (a) return to the Disclosing Party all tangible materials containing or including any items of Confidential Information of the Disclosing Party, (b) delete any electronically stored and destroy all tangible materials created by Receiving Party which incorporate or include such Confidential Information, and (c) at the Disclosing Party's request, shall provide to the Disclosing Party an affidavit attesting to such return, deletion or destruction.

5.5 Publicity. Unless otherwise set forth in the applicable Order Form, Client hereby authorizes Proactive VC, solely during the term of the Order, to list Client's name and display the Client's logo in the customer section of Proactive VC's website and to use Client's name and logo in Proactive VC's customer lists but only to the extent that other Clients of Proactive VC are also included in a similar manner. Any other use by Proactive VC of the Client's name, logo or trademark requires the Client's prior written consent.

**6. WARRANTY; DISCLAIMER;
INDEMNIFICATION; LIMITATION OF
LIABILITY**

6.1 Authority. Each Party represents and warrants that this Agreement constitutes valid and legally binding obligations of such Party and that its obligations under this Agreement do not violate any agreement, fiduciary obligation or other restrictions to which such Party may be subject.

6.2 Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.1, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO LEADS OR THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, COMPLETENESS, TITLE OR NON-INFRINGEMENT.

6.3 Investment Decisions are Client's Sole Responsibility. Without limiting the foregoing, Client acknowledges and agrees that Proactive VC does not provide any warranty or guarantee with respect to whether a Lead or Covered Prospect is a good investment, the value of any such Lead or Covered Prospect, or that any information provided by such Lead or Covered Prospect is accurate or complete. Client must complete its own due diligence with respect to each Covered Prospect, follow Client's own investment processes and make its own independent decision of whether and on what terms to invest in a Covered Prospect.

6.4 Indemnification. Client shall (i) defend Proactive VC and its Affiliates, agents, employees, officers, and representatives (each, an "Indemnitee") against any third party claims arising from Client's decision to engage in an Investment or not and any terms of such Investment and (ii) indemnify and hold harmless the Indemnitees from and against any costs, damages or liabilities arising from such claims; provided that (a) Proactive VC will provide Client with prompt notice of any such claim, (b) Proactive VC will provide Client with the sole control of the defense and settlement of such claims using counsel of its choice so long as the applicable settlement does not impose any obligations or restrictions on Proactive VC or its Affiliates and (c) Proactive VC will reasonably cooperate with Client in the defense of any such claim, as Client may request from time to

time, at Client's expense. Each Indemnitee may retain its own counsel in connection with any such indemnified claims, at its own expense, subject to the Indemnifying Party's control as set forth in clause (b) above.

6.5 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR: (A) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (B) LOSSES CAUSED BY BUSINESS INTERRUPTION, (C) LOSS OF GOODWILL OR REPUTATION, (D) LOSS OF OR CORRUPTION OF DATA, OR (E) ANY INDIRECT, PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL OR CONSEQUENTIAL COST, EXPENSE, LOSS OR DAMAGE, EVEN IF SUCH COST, EXPENSE, LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR MIGHT REASONABLY HAVE BEEN CONTEMPLATED BY THE PARTIES AND WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE.

6.6 MAXIMUM LIABILITY. THE MAXIMUM LIABILITY OF EACH PARTY AND ITS LICENSORS TO THE OTHER PARTY UNDER OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE, SHALL NOT EXCEED IN AGGREGATE THE REFERRAL FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE APPLICABLE CLAIM, EXCLUDING A PARTY'S OBLIGATION TO PAY ANY FEES HEREUNDER.

6.7 EXCLUSIONS. THIS SECTION 6 SHALL NOT LIMIT THE INDEMNIFICATION OBLIGATIONS OF THE PARTIES PURSUANT TO SECTION 6.4 OR A BREACH OF CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 5.

7. GENERAL

This Agreement (including the Order Form) forms the entire understanding of the Parties in respect of the matters addressed herein and supersedes all previous agreements between them. The relationship between Proactive VC and Client established by this Agreement is that of independent contractors and shall not establish any joint venture or partnership between the Parties. The waiver by either Party of any default or

breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Neither Party shall assign or transfer any of its rights or obligations under this Agreement to any third party without the other Party's prior written consent; provided, that either Party may assign or otherwise transfer this Agreement without consent upon a Change of Control of such Party; provided further that, in the event of any assignment or Change of Control of a Party or its Affiliates (or in the case of Client, any fund managed by such Party or its Affiliates during the Term), the applicable successor must remain responsible for all obligations hereunder and, in the case of Client, for Referral Fees regardless of the occurrence of such transaction. This Agreement shall not be amended or modified except in writing by duly authorized representatives of the Parties. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force. This Agreement shall be governed by and interpreted in accordance with the laws of

the State of New York, excluding its conflicts of laws principles (other than New York General Obligations Law Sections 5-1401 and 5-1402). This Agreement shall be binding on the successors and assigns of each party. Each Party acknowledges and agrees that the other Party would be damaged irreparably in the event any of the provisions of this Agreement (including, Section 2.2) are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each Party agrees that the other Party shall be entitled to an injunction or other equitable relief to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any action instituted in any court of the United States or any state thereof having jurisdiction over the Parties and the matter, in addition to any other remedy to which it may be entitled, at law or in equity. The Order Form may be executed in any number of counterparts, each of which, when taken together, shall be an original.

[End of Terms and Conditions]