

VENTURECARE LLC
TERMS OF USE

Last Updated: December 15, 2025

These terms of use (“Terms of Use”) govern users (“you,” or “your”) of the website located at www.venturecare.com, and all associated websites, applications, services, and content (collectively, the “Website” or “Services”) that are operated by VentureCare Partners Inc. or any of its subsidiaries and affiliates (collectively, “VentureCare,” “we,” “us,” or “our”). These Terms of Use constitute a legally binding agreement between VentureCare and you. By accessing or using our Website and/or Services, you acknowledge that you have read, understood, and agree to be legally bound by these Terms of Use and our privacy policy (“Privacy Policy”), available at <https://studio.venturecare.com>, which is hereby incorporated by reference (collectively, this “Agreement”). If you do not agree to any of the terms and conditions contained in this Agreement, you may not visit our Website or access or use any of our Services. If you are accepting this Agreement on behalf of an entity, you hereby represent and warrant that you have the authority to bind that entity to this Agreement.

Some of the Services provided by VentureCare may be subject to additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from this Agreement when the services are offered (“Additional Terms”) including, without limitation, an engagement letter agreement (the “M&A Broker Engagement Agreement”) governing the relationship between you and VentureCare Financial LLC (if such an agreement has been provided and you have agreed to it). The Additional Terms, as applicable, are incorporated into and form a part of this Agreement. If there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control. Nothing in this Agreement shall be construed to limit any rights granted to you by federal or state securities laws.

THE SECTIONS BELOW TITLED “BINDING ARBITRATION” AND “CLASS ACTION WAIVER” CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEM. BY CLICKING “I CONFIRM THAT I HAVE READ AND AGREE”, OR OTHER SIMILARLY WORDED PHRASE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH ACTION IS THE EQUIVALENT OF MANUALLY EXECUTING THIS AGREEMENT BY HAND AND SHALL HAVE THE SAME LEGAL FORCE AND EFFECT AS SUCH MANUAL SIGNATURE, THEREBY CONSTITUTING YOUR WRITTEN AUTHORIZATION, ACCEPTANCE OF AND INTENT TO BE LEGALLY BOUND BY ALL TERMS AND CONDITIONS CONTAINED HEREIN, AND CONSTITUTING A VALID ELECTRONIC SIGNATURE.

1. **Use of and Access to the Services.** You do not need an account to visit our Website. Access to the Services, however, is enabled by registration for an account (an “Account”) on the VentureCare platform (the “Platform”) with a username and password (“Credentials”). When registering for an Account, you agree to: (a) provide true, accurate, current and complete information, including, without limitation, in the questions asking for contact information, and the one or more questionnaires in which you will provide information on your investment objectives, goals, and financial situation which may be relied upon for investment recommendations and suitability analysis; and (b) maintain and promptly update the information to ensure that it remains true, accurate, current and complete. You represent that you are at least eighteen (18) years old, of legal age to form a binding contract, are a United States resident, and not a person barred from using the Services under the laws of the United States, your place of residence, or any other applicable jurisdiction. You are responsible for maintaining the security of your Credentials. In no event shall you share your Credentials with any third-party or allow another person to access the Services using your Credentials. You agree to monitor your Account and restrict use by any other persons, including minors, and you will accept full responsibility for any such unauthorized use.

You shall immediately notify us if you have any reason to believe that your Credentials have been lost, compromised, or misused in any way, and report any unauthorized or suspicious activity in your Account. You are fully and solely responsible for any and all use of the Services using your Account and/or Credentials.

Through the Services, you can view and monitor information about your account, such as account balances and returns. Information displayed via the Platform is provided for informational purposes only, and such information may use interim data, rely on estimates, and/or be unaudited. Such information should be used solely in conjunction with the statements provided by the applicable custodian. You are encouraged to compare account statements made available via the Platform with the account statements sent by the custodian.

2. **Prohibited Uses.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Platform and the Services, including any Content (defined below) contained therein; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other parts of the Platform and the Services (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using VentureCare’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer all or any part of the Platform and the Services including, without limitation, the Content (including any infrastructure, software programs, trade secrets, know-how, processes, features, functionalities, algorithms, templates, data, information and intellectual property incorporated therein, and/or used by VentureCare to operate and provide the Platform and/or the Services, and all enhancements, derivative works, extensions, improvements or other modifications thereto), except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Platform and the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the Services, including the Content, may be copied, reproduced, distributed, republished, downloaded (except where the user interface explicitly provides for downloading a specific document), displayed, posted or transmitted in any form or by any means; (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Platform and the Services, including the Content; (h) you shall not access or use the Platform and the Services in an unlawful way or for an unlawful or illegitimate purpose, including without limitation any violation of the antifraud or registration provisions of the securities laws of the U.S. or any state therefore; (i) you shall not take any action or post or transmit via the Platform and the Services any content (i) under a false name; (ii) that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening, misleading, deceptive or hateful to any person, including VentureCare; (iii) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (iv) that constitutes unauthorized or unsolicited advertising, junk or bulk e-mail; (v) that involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes without VentureCare’s prior written consent; or (vi) impersonates any person or entity, including any employee or representative of VentureCare; (j) you shall not attempt to disrupt the operation of the Platform and the Services in any manner, including, but through the use of methods such as denial of service attacks, flooding or spamming and you will not transmit, distribute, introduce or otherwise make available in any manner through the Platform and the Services any computer virus, keyloggers, spyware, worms, Trojan horses, time bombs or other malicious or harmful code; (k) you shall not use the Platform and the Services in any manner that could damage, disable or impair our services or networks; and (l) you shall not attempt to gain unauthorized access to any accounts or computer systems or networks, through hacking, password mining or any other means. Any future release, update or other addition to the Platform and the Services

shall be subject to this Agreement. VentureCare, its suppliers and service providers reserve all rights not granted in this Agreement.

We reserve the right to suspend, revoke, or deactivate your Credentials and/or your Account if you violate this Agreement. We reserve the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third-party that a username violates the third-party's rights. You agree not to create an account or use the Platform and the Services if you have been previously removed by VentureCare, or if you have been previously banned, suspended or had your rights revoked from any of the Platform and the Services.

3. **Use of Personal Information.** Your use of the Platform and the Services may involve the transmission to us of certain personal information. Our policies with respect to the collection and use of such personal information are governed according to our Privacy Policy (located at <https://studio.venturecare.com>), which is hereby incorporated by reference in its entirety.

4. **Intellectual Property.** The Platform and the Services contain content, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of VentureCare (collectively referred to as the "Content"). The Content may be owned by us or third parties. The Content is protected under both United States and foreign laws. Unauthorized use of the Content may violate copyright, trademark, and other laws. You have no rights in or to the Content, and you will not use the Content except as permitted under this Agreement. No other use is permitted without prior written consent from us. You must retain all copyright and other proprietary notices contained in the original Content on any copy you make of the Content. You may not sell, transfer, assign, license, sublicense, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other website, in a networked computer environment, or any other digital property for any purpose is expressly prohibited. Elements of the Platform and the Services are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors.

The trademarks, service marks, and logos of VentureCare (the "VentureCare Trademarks") used and displayed on the Platform and the Services are registered and unregistered trademarks or service marks of VentureCare. Other company, product, and service names located on the Platform and the Services may be trademarks or service marks owned by others (the "Third-Party Trademarks," and, collectively with VentureCare Trademarks, the "Trademarks"). Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of the VentureCare Trademarks inures to our benefit.

5. **Non-Disclosure and Confidentiality.** In using the Services, you will have access to confidential information of VentureCare, our respective customers, custodians, brokers, licensors and suppliers, and the Third-Party Funds. This may include but is not limited to: investment advice; educational materials; marketing materials; the names, business and financial information, business plans, operating agreements, investment memorandums, prospectuses, and marketing materials of the third-party funds; business plans, and feature plans (collectively, "Confidential Information").

You agree to maintain and diligently safeguard the privacy and security of all Confidential Information. Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information, with at least the same degree of care as you use to protect your own confidential information and in no event with less than a reasonable degree of care, including without limitation: (i) to use the Confidential Information only for the purpose for which such Confidential Information was made available to you as a part of the Services (the "Permitted Purpose") and for no other purpose whatsoever; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) not

to access the Services or any Confidential Information for any other individual (except to the extent fully disclosed by you to VentureCare) or any unauthorized third-party; (iv) not to disclose Confidential Information to any third-party except to your attorneys and financial advisors who need to know such information to assist you to carry out the Permitted Purpose (the “Representatives”) and which Representatives are bound by a written confidentiality agreement containing disclosure and use provisions no less restrictive with respect to disclosure than those set forth herein; (v) to restrict physical and system access to the systems which contain Confidential Information or which gives access to the Confidential Information; and (vi) to use Confidential Information in compliance with all applicable laws. You shall immediately notify and cooperate fully with VentureCare in the event you discover or suspect any unauthorized use of or access to the Services and/or Confidential Information. You hereby agree that you shall be responsible hereunder for any breach or threatened breach by the Representatives of the obligations set forth in this section as if such breach or threatened breach was committed by you. You acknowledge and further agree that all obligations relating to Confidential Information under Agreement will continue after termination of this Agreement and termination of access rights hereunder.

6. **Consent to Receive Communications**. By entering into this Agreement or using the Platform and/or the Services, you agree to receive communications from us, including via e-mail. Communications from us and our affiliated companies may include but are not limited to operational communications concerning your Account(s) or the use of the Services, communications from our third-party service providers who conduct custodial services and identity verification, updates concerning new and existing features on the Platform and the Services, and news concerning VentureCare and industry developments. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY EMAILING SUPPORT@VENTURECARE.COM OR FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF.

7. **User Content**. The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, “Interactive Services”) that allow Users and VentureCare to post, submit, publish, display, or transmit to other Users or other persons (hereinafter, “Post”) content or materials (“User Content”) on or through the Platform. For the avoidance of doubt, Listings submitted to the Platform and other related content submitted by any User shall be deemed User Content. All User Content must comply with the Content Standards (defined and further described below) set out in these Terms. Any User Content posted to the Platform will be considered non-confidential and non-proprietary. By providing any User Content on the Platform, you grant us, our affiliates, and service providers, and each of their and our respective licensees, and successors, and assign the non-exclusive right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Content and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Content does and will comply with these Terms.
- When you Post any User Content on the Platform or give VentureCare permission to Post your User Content on your behalf, you agree to:
- Post User Content in both tone and content that contribute in a positive and high-quality manner to the substantive exchange of information and the subject matter of the Platform.
- Automatically grant VentureCare a royalty-free, perpetual, worldwide, irrevocable, non-exclusive and fully transferable, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display any User Content (in whole or in part) and/or to incorporate any of your User Content in other works now or in the future and any media formats and through any media channels.
- You understand and acknowledge that you are responsible for any User Content you submit or contribute, and you, not VentureCare, have full responsibility for such content, including its legality,

reliability, accuracy, and appropriateness. VentureCare cannot and does not guarantee the accuracy, integrity, or quality of any User Content that may appear on the Platform. User Content posted on the Platform, such as Listings and Posts, is provided for informational purposes only, with no assurance that the User Content is true, correct, or accurate. User Content is not a substitute for professional legal advice or a solicitation to offer legal advice regarding specific facts. You should not delay or forego seeking legal advice or disregard professional legal advice based on User Content. Delay in seeking such legal advice could result in a waiver of any claims you may have, depending on the applicable statute(s) of limitation. User Content is not regulated by any state or national bar association.

We reserve the right to access, read, preserve, and disclose any User Content (whether published or not) or any other information we believe is reasonably necessary to (a) comply with any applicable law, rule, regulation, legal process, subpoena, or governmental or regulatory request, (b) enforce these Terms, including investigation of potential violations of it, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to User support requests, or (e) protect the rights, property or safety of the Platform, Services, its users, yourself, or the public.

8. **Content Standards.** These content standards (“Content Standards”) apply to any and all User Content and use of Interactive Services. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, VentureCare has the right to delete any User Content that it believes, in its sole discretion, does or may violate these Terms.

Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and our Privacy Policy.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person or organization.
- Give the impression that they emanate from or are endorsed by us or any other person or entity if this is not the case.
- Intend to influence the quotes of public companies or harm their reputation or the reputation of others.
- All Users understand and accept responsibility under any applicable federal, state, local, or international law or regulation for intentionally causing material and/or reputational damage through their activities on the Platform.

When you Post any User Content on the Platform, you also agree to abide by the following disclosure rules:

- To disclose the existence at the time of writing of a long or short position (including stocks, options, or other instruments) in any stock mentioned in any User Content.
- You may not write about a stock with the intention to boost or reduce the stock's price and sell (or buy) the stock into the resulting strength or weakness.

- If you intend at the time of writing to sell or buy a stock within three days of publication of a User Content that discusses that stock, you must disclose this intention.
- Abide by the following conflict of interest rule: You will disclose any material relationships with companies whose stocks you write about in a User Content or parties that stand to gain in any way from the viewpoint you are outlining.
- If you choose an alias, be responsible for all statements made and acts or omissions that occur by use of your alias.
- Waive any and all rights against VentureCare and hold VentureCare harmless in connection with any claims relating to any action taken by VentureCare as part of its investigation of a suspected violation or result of its conclusion that a violation of these Terms has occurred, including but not limited to the removal of User Content from the Platform or a suspension or termination of your access to the Platform or Services.
- Maintain and promptly update your registration data to keep it true, accurate, current, and complete.

You further agree not to:

- Choose an alias that is threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hatefully, racially, ethnically, or otherwise objectionable.
- Post or transmit any User Content that you either know or should know is false, deceptive, or misleading, or misrepresent or deceive others as to the source, accuracy, integrity, or completeness of any comment you post.
- Post or transmit any User Content that is unlawful, harmful, or injurious to others, contains software viruses, or other harmful computer code, files, or programs, threatening, abusive, offensive, harassing, derisive, defamatory, vulgar, obscene, libelous, hateful, or racially, ethnically, otherwise tortious or objectionable.
- Post or transmit any User Content that does or may invade privacy or violate or infringe on any rights of others, including, without limitation, copyrights, and other intellectual property rights.
- By use of your alias or in any comment, impersonate any person or entity, falsely or deceptively state, infer or otherwise misrepresent your affiliation with or connection to any person or entity.
- Post or transmit any User Content which, either the act of posting or the comment itself, you do not have a right to do under any law, regulation, or order of any court, or as a result of an employment, contractual, fiduciary, or other legal obligation or relationship.
- Post or transmit any advertising, promotional materials, so-called “chain letters,” “pyramid” or other schemes or invitations to participate in these or any other form of solicitation or promotion.
- Post or transmit any non-public or otherwise restricted, confidential, or proprietary information without authorization.
- Violate any U.S. federal, state, or international laws, regulations, or rules.

VentureCare does not offer advice of any kind, including, without limitation, investment, financial, or legal advice. Any content and actions taken on the Platform or through the Services are not recommendations, solicitations, or prompts to take any action. Information related to public companies (such as logos, profile details, quotes, etc.) is used for informational purposes only. No content on the Platform is intended to affect or damage the value or reputation of any third-party.

9. **No Reliance on Information Posted.** The information presented on or through the Platform or Services is made available solely for informational purposes only. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Platform, User of the Services, or by anyone who may be informed of any of its contents. This Services include content provided by third parties, including materials provided by other Users, bloggers, third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by VentureCare, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of

VentureCare. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third parties. We may update the content on the Platform or made available through the Services from time-to-time; however, such content may not be complete or current and VentureCare shall not be under any obligation to update such materials.

10. **Feedback.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to VentureCare (collectively, “Feedback”) are not confidential and you hereby grant to VentureCare a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Feedback as it deems appropriate, for any and all commercial or non-commercial purposes, in its sole discretion.

11. **External Websites.** The Services may allow you to access third-party websites, services, or other resources (“Third-Party Services”). VentureCare provides access to Third-Party Services only as a convenience and is not responsible for the content, products, or services on or available from those resources or links displayed on such Third-Party Services. Additionally, VentureCare makes no representations or warranties concerning the content of such Third-Party Services, and the fact that access to such Third-Party Services is provided does not constitute any endorsement, authorization or sponsorship of such Third-Party Services. You acknowledge sole responsibility for and assume all risk arising from, your use of any Third-Party Services.

12. **Indemnification.** You agree to defend, indemnify, and hold us and our officers, directors, members, managers, employees, successors, licensees, and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement, or your use or misuse of the Platform. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

13. **Disclaimer of Warranty.** THE PLATFORM IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND. WE DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE PLATFORM AND ANY CONTENT OR OTHER INFORMATION OR SERVICES PROVIDED THROUGH THE PLATFORM, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES’ RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ANY AND ALL WARRANTIES: (I) REGARDING THE AVAILABILITY, SECURITY, ACCURACY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE PLATFORM, AND ANY CONTENT OR OTHER INFORMATION OR SERVICES PROVIDED THROUGH THE PLATFORM; (II) THAT THE PLATFORM WILL BE ERROR-FREE OR THAT ANY ERRORS WILL BE CORRECTED; (III) THAT THE PLATFORM WILL BE FREE FROM ELECTRONIC VIRUSES AND OTHER DESTRUCTIVE ELEMENTS; (IV) REGARDING THE PERFORMANCE, ACCURACY, QUALITY, CURRENCY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION PROVIDED BY US THROUGH THE PLATFORM. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

14. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (I) IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES, OR OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (THE “VENTURECARE PARTIES”), BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION/DATA, OR ANY OTHER PECUNIARY LOSS OF ANY KIND

ARISING OUT OF THE USE OR INABILITY TO USE THE PLATFORM OR ANY CONTENT, INFORMATION OR SERVICES PROVIDED THROUGH THE PLATFORM, OR OTHERWISE ARISING OUT OF THIS AGREEMENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) THE AGGREGATE LIABILITY OF THE VENTURECARE PARTIES FOR ANY DIRECT DAMAGES NOT ATTRIBUTABLE TO PERSONAL INJURY DUE TO OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY YOU TO US IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

15. **Termination.** You understand that the Platform and the Services are provided as a courtesy to you and that we may modify, suspend or terminate all or a portion of the Platform and the Services at any time in our discretion without prior notice to you. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing the Platform and the Services for any reason or for no reason whatsoever, including improper use of the Services or failure to comply with this Agreement, and to take any other action, including without limitation denial of a registration, as we deem appropriate. You agree that VentureCare shall not be liable to you or any third-party for any termination of your access to the Platform and the Services. Account termination may result in the forfeiture and destruction of all information associated with your Account.

If you wish to terminate your Account, you may do so by contacting VentureCare's customer service at support@venturecare.com. Upon termination of this Agreement and/or your Account, you shall destroy and remove from all computers, and other storage media all copies of Content (except where retaining such Content is necessary to comply with applicable law, or is necessary to maintaining an existing investment), that you acquired through the Services and cease using the Platform and the Services immediately. Any fees paid to VentureCare are non-refundable, unless otherwise specified and you shall remain obligated to pay all outstanding charges, if any, relating to your use of the Platform and the Services incurred prior to such termination.

All provisions of this Agreement which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, confidentiality provisions, indemnification, warranty disclaimers, and limitation of liability.

16. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Delaware without regard to its rules on conflicts or choice of law that would require or permit the application of the laws of any other jurisdiction. BY AGREEING TO THIS AGREEMENT AND USING THE WEBSITE AND/OR THE SERVICES, YOU AGREE TO SUBMIT TO PERSONAL JURISDICTION IN THE STATE OF DELAWARE FOR ALL PURPOSES AND YOU AGREE TO WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY FOR ANY MATTER. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. You understand that you may consult with counsel about agreeing to this Agreement, and you agree that by using the Platform and/or the Services, you are voluntarily accepting this Agreement.

17. **Compliance with Applicable Laws.** The Platform and the Services are based in the United States. We make no claims concerning whether the Platform and the Services are accessible, or whether Content may be downloaded, viewed, or be appropriate for use outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction. The Platform and the Services may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any VentureCare information, data, or materials provided by VentureCare in violation of the United States export laws or regulations.

18. **Consent to Electronic Delivery of Documents; Electronic Delivery System.** By agreeing to electronic delivery, you agree and explicitly give your informed consent to electronic delivery of VentureCare's terms and conditions, agreements, transaction documents, notices, disclosures, statements,

regulatory communications (such as privacy notices), tax-related documents, and any other information, documents, data, and records regarding your Account and the Services (including amendments to this Agreement) (“Account Documents”). Account Documents may be sent to you at the mailing address for your Account or the email address that you have given to us when you open your Account or at such other address as you may hereafter give us in writing or by email at least ten (10) calendar days prior to delivery. All communications so sent, whether in writing or otherwise, shall be deemed given to you personally when sent or posted by or on behalf of VentureCare, whether actually received or not. You agree that if we send an email to the email address on record for your Account, this constitutes “written notice” from VentureCare to you, and that the date of receipt is considered to be the date of transmission. You further understand that it is your sole responsibility to ensure that any emails from VentureCare are not marked as SPAM. You acknowledge that our primary methods of communication with you include (A) posting information via the Platform, (B) sending email(s) to your email address of record, and (C) providing you with notice(s) that will direct you to the Platform where you can read and print such information. Unless otherwise required by law, VentureCare reserves the right to post Account Documents on the Platform without providing additional notice to you. Regardless of whether or not you receive an e-mail notification, you agree to check the Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any Confidential Information, including account numbers or passwords, in any unencrypted e-mails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and agree to hold VentureCare, its affiliates, and VentureCare and its affiliates’ respective officers and employees harmless for any such access regardless of the cause. In addition:

- *Responsibility to Review Account Documents.* You agree to promptly and carefully review all Account Documents when they are delivered and notify VentureCare in writing within ten (10) calendar days of delivery (or earlier, as may be specified in any Additional Terms) if you object to the information provided. If you fail to object in writing within ten (10) calendar days of delivery, VentureCare is entitled to treat such information as accurate and conclusive.
- *Costs.* Potential costs associated with electronic delivery of Account Documents may include charges from Internet access providers and telephone companies, and you agree to bear these costs. VentureCare and its affiliates will not charge you additional online access fees for receiving electronic delivery of Account Documents.
- *Hardware and Software Requirements.* You understand that in order to receive and download electronic deliveries, you must have access to the Internet, a valid e-mail address, and the ability to download such applications as VentureCare may specify and to which you have access. You agree that you can download, save, or print any Account Documents you receive via electronic delivery for your records. You will maintain a valid e-mail address and continue to have access to the Internet.

19. **Notice.** Where VentureCare requires that you provide an e-mail or physical address, you are responsible for providing VentureCare with your most current e-mail or physical address. In the event that the last e-mail address you provided to VentureCare is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by this Agreement, VentureCare’s dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to VentureCare at the following address: support@venturecare.com. Such notice shall be deemed given when received by VentureCare.

20. **Binding Arbitration.** Except in connection with any M&A Broker Engagement Agreement, and only to the extent permitted by applicable law, in the event of a dispute arising under or relating to this Agreement, the Platform, the Services, or the Content (each, a “Dispute”), such dispute will be finally and exclusively resolved by binding arbitration governed by the Federal Arbitration Act (“FAA”). NEITHER PARTY SHALL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL, EXCEPT EITHER PARTY MAY BRING ITS CLAIM IN ITS LOCAL SMALL CLAIMS

COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT RULES AND IF WITHIN SUCH COURT'S JURISDICTION. ARBITRATION IS DIFFERENT FROM COURT, AND DISCOVERY AND APPEAL RIGHTS MAY ALSO BE LIMITED IN ARBITRATION. All disputes will be resolved before a neutral arbitrator selected jointly by the parties, whose decision will be final, except for a limited right of appeal under the FAA. The arbitration shall be commenced and conducted by the American Arbitration Association ("AAA"), unless you opt out of arbitration by sending an opt out notice to VentureCare at support@venturecare.com within the first thirty (30) days of being subject to this Agreement. The arbitrator shall be selected by application of the rules of the AAA, or by mutual agreement of the parties. Neither party to this Agreement will challenge the jurisdiction or venue provisions as provided in this section. Nothing contained herein shall prevent a party from obtaining an injunction. You waive your right to participate in class action lawsuits or class-wide arbitration for claims arising out of this Agreement.

Each party will be responsible for paying any AAA filing, administrative, and arbitrator fees in accordance with AAA rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration may be conducted in person, through the submission of documents, by phone, or online. If conducted in person, the arbitration shall take place in the United States county where you reside. The parties may litigate in court to compel arbitration, to stay a proceeding pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The parties shall cooperate in good faith in the voluntary and informal exchange of all non-privileged documents and other information (including electronically stored information) relevant to the Dispute immediately after commencement of the arbitration. Nothing in this Agreement will prevent us from seeking injunctive relief in any court of competent jurisdiction as necessary to protect our proprietary interests.

21. **Class Action Waiver.** You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

22. **Equitable Relief.** You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. We may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

23. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Services, please contact us at support@venturecare.com. We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.

24. **Miscellaneous.** This Agreement constitutes the sole agreement between you and VentureCare for your use and the provision of the Platform and the Services and the subject matter hereof, and no representations, statements or inducements, oral or written, not contained in this Agreement shall bind either you or VentureCare, except for any Additional Terms which may govern your relationship with VentureCare or its affiliates. Any of the terms of this Agreement which are determined to be invalid, unlawful, void, or for any reason unenforceable shall be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable any of the remaining terms of this Agreement or affecting the validity or enforceability of this Agreement as a whole. Failure to insist on

performance of any of the terms of this Agreement will not operate as a waiver of any subsequent default. No waiver by VentureCare of any right under this Agreement will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time. You may not assign, transfer or delegate your rights or obligations hereunder, in whole or in part without VentureCare's prior written consent, and any attempted assignment, transfer or delegation in violation of the foregoing will be null and void. This Agreement shall be binding upon and inure to the benefit of each of the parties and the parties' respective successors and permitted assigns. The communications between you and VentureCare may take place via electronic means, whether you visit the Platform and the Services or send VentureCare e-mails, or whether VentureCare posts notices on the Platform and the Services or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from VentureCare in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that VentureCare provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. VentureCare shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials. If you have questions about this Agreement or our services, please contact us via email at support@venturecare.com.

25. **Updates to this Agreement.** This Agreement is effective as of the date stated at the top of this Agreement. We may update this Agreement from time to time and without prior notice to you. We will indicate at the top of this Agreement when it was most recently updated, and we encourage you to revisit this link periodically to stay aware of any changes. By accessing the Platform or the Services after we change this Agreement, you are deemed to have accepted such changes.