

**VentureCare Financial LLC
Engagement Letter Agreement**

Dear Client,

VentureCare Financial LLC (“Broker,” “us,” or “we”) is pleased to provide you with this engagement letter (collectively, with the appendices, schedules, exhibits, and other agreements attached hereto, the “Agreement”) to confirm the understanding and agreement between Broker and the undersigned (“Client,” or “you”) in connection with one or more potential transactions (each, a “Transaction”) involving the purchase or sale of equity or assets of a privately held healthcare-related business (“Private Healthcare Practice”).

1. **Scope of Services.** Broker is a merger and acquisition broker and provides advisory services (“M&A Advisory Services”) to parties of Transactions in connection with the purchase and sale of Private Healthcare Practices pursuant to one or more definitive agreements (collectively, the “Transaction Documents”). In addition to M&A Advisory Services, Broker provides subscription-based support services (“Subscription Services,” and together with the M&A Advisory Services referred to as the “Services”) and other tools and features available on the Platform. Broker does not provide and does not purport to provide any investment advice, recommendations, legal advice, tax advice, or accounting services. We strongly encourage you to consult your own professional advisors before entering into any Transaction.
1. **M&A Advisory Services.** By accessing and using the Platform and M&A Advisory Services in connection with a Transaction, you acknowledge and agree that, subject to the terms and conditions of this Agreement and applicable law, Broker may provide you with M&A Advisory Services, which may include, but not limited to, the following activities as permitted under applicable law:
 - Introducing prospective Sellers and Buyers of Private Healthcare Practices;
 - Assisting with evaluating strategic fit and Transaction structure;
 - Assisting with the preparation and exchange of information including confidential information memoranda (“CIMs”), data room access and organization, and process management;
 - Facilitating indications of interest (“IOIs”), letters of intent (“LOIs”), and coordinating due diligence;
 - Assisting in negotiations as a non-binding intermediary; and
 - Coordinating closing processes among the parties and their advisors.

You understand that Broker will only provide M&A Advisory Services for parties to a Transaction with respect to the sale and purchase of eligible privately held companies as defined by applicable law, which generally, among other conditions, means private companies that have an EBITDA of less than \$25,000,000 or gross revenues of less than \$250,000,000 (each an “Eligible Private Company”).

You further understand and expressly acknowledge that that Broker will not: (i) receive, hold, transmit, or have custody of funds or securities; (ii) bind either the Seller or Buyer to a Transaction; (iii) provide financing for a Transaction; (iv) facilitate a public offering of securities; (v) assist in the sale of a public shell company; or (vi) form the buying group of a Transaction or provide M&A Advisory Services whereby the purchaser involves passive buyers.

(a) Sellers. By (i) creating a Seller Account; (ii) submitting a Private Healthcare Practice for listing (a “Listing”); (iii) completing Broker’s onboarding procedures; or (iv) otherwise instructing Broker to market or facilitate a Transaction, Seller agrees to engage Broker

on the terms set forth herein as Seller's agent for the Listing and any Transaction involving the listed Private Healthcare Practice.

(b) Buyers. By (i) creating a Buyer Account; (ii) completing Broker's onboarding procedures; (iii) requesting an introduction to a Seller; (iv) submitting an IOI or LOI via the tools and features available on the Platform; or (v) participating in due diligence or negotiations with a Seller introduced by Broker, Buyer agrees to engage Broker on the terms set forth herein as Buyer's agent for the any Transaction involving the listed Private Healthcare Practice Buyer seeks to acquire.

(c) Conflicts; Dual Representation. You understand, whether as a Buyer or a Seller, that Broker may facilitate communications and process management between Sellers and Buyers in the same Transaction. You understand and expressly acknowledge that when you engage Broker for M&A Advisory Services, Broker will represent both you as the Buyer or Seller, as the case may be, and the counterparty to the Transaction, and you hereby give express, informed consent to such joint representation for any Transaction.

2. Subscription Services. Some of our Services are provided on a subscription basis ("Subscription Services") subject to a subscription fee ("Subscription Fee") set forth in our fee schedule available on the Platform. Subscription Services shall begin on the date you request for the specific Subscription Service and continue until such time you cancel or terminated by Broker. You may cancel Subscription Services by following the cancellation instructions available on the Platform or by contacting Broker's customer support. Your cancellation request must be received before the renewal date to avoid the Subscription Fee for the next billing period. You understand and agree that when you request Subscription Services through the Platform, you authorize Broker, or its third-party payment processors, to charge your designated payment method on a recurring basis for all accrued sums on or before each payment due date, continuing until you cancel the Subscription Service or your access and use of the Subscription Services are terminated by Broker.

3. Non-Circumvention; Process Integrity. You agree not to circumvent or attempt to circumvent the Platform, Services, or this Agreement with respect to any Seller, Buyer, or Listing introduced by or through the Platform during the term of this Agreement and for twelve (12) months thereafter. Broker may, in its discretion, restrict, suspend, or terminate your access to the Platform and/or Services for violations, and may seek equitable relief and/or recovery of lost fees or damages to the maximum extent permitted by law.

2. Fees. In consideration for the M&A Advisory Services being provided by Broker under this Agreement, Client agrees to pay Broker, to the extent applicable: (i) a fee for each Transaction introduced by or consummated through Broker, the applicable Seller and/or Buyer, as specified in writing, shall pay a transaction-based success fee (the "Success Fee") at closing to Broker; and (ii) Subscription Fees in consideration of the Subscription Services as described in Section 1.2 above. For the avoidance of doubt, the Success Fee shall be non-refundable upon the designated escrow agent's receipt of the purchase amount for the underlying Transaction. Unless otherwise specifically provided in writing, all fees shall be denominated in U.S. dollars and are non-refundable, except as required by law.

3. Exclusivity. The Client acknowledges that Broker's engagement hereunder is exclusive during the Term of this Agreement. Accordingly, the Client agrees that it will not, and it will not permit any stockholder, affiliate, or advisor to engage any other person to perform any financial or similar consulting services with respect to any Transaction without the prior express written consent of Broker. In the event that the Client or its stockholders, affiliates, or advisors are contacted by any person concerning a potential Transaction, the Client agrees to promptly inform

Broker of such inquiry, including all relevant details thereof. Notwithstanding the foregoing, it is understood and acknowledged by the Client that (i) Broker, at its own expense, shall have the right to engage advisors or subadvisors to assist or enhance its delivery of advisory services to the Client; and (ii) to the extent another broker is desired or required to effectuate a Transaction that Broker is incapable or chooses not to lead, (a) Broker shall have the right to source and refer such other broker-dealer (each, a “Referred Broker”) to the Client and (b) the Client shall be responsible for directly engaging any such Referred Broker.

4. **Term.**

4.1. **Term; Termination.** The term of this Agreement shall commence on the date on which you execute this Agreement (the “Effective Date”) and shall expire three (3) years after the closing of the acquisition target (the “Closing Date”) which shall serve as the initial term (the “Initial Term”) unless sooner terminated pursuant to this Section 4. Upon expiration of the Initial Term, this Agreement will automatically renew for additional successive one (1) year terms (each, a “Renewal Term,” and together with the Initial Term, the “Term”) unless Broker or the Client gives written notice of nonrenewal to the other party within ninety (90) days before the expiration of the then-current Term. Notwithstanding anything in this Agreement to the contrary, (i) the Parties’ respective rights and obligations that are intended to survive termination or expiration shall survive; (ii) no termination of this Agreement, whether pursuant to this Section 4 or otherwise, will affect the Client’s obligation to pay any fees accrued, or reimburse any cost or expense incurred, pursuant to the terms of this Agreement prior to the effective date of that termination; and (iii) either party may terminate this Agreement upon or after the material breach of any material provision of this Agreement by the other party if the other party does not cure such breach within fifteen (15) calendar days after receipt of written notice thereof by the non-breaching party.

4.2. **Termination by Broker.** You understand and agree that Broker may terminate this Agreement upon the occurrence of an Event of Default. For the purposes of this Agreement, an “Event of Default” shall mean (i) a material breach of this Agreement by Client; (ii) Client’s failure to comply with or perform any agreement or obligation under any Transaction Document; or (iii) the occurrence of any representation made or repeated or deemed to have been made or repeated by Client under this Agreement or any Transaction Document that proves to have been incorrect or misleading in any material respect when made or repeated or deemed to have been made or repeated.

4.3. **Termination Fee.** You understand and agree that in order for Broker to offer the Services and fulfill its obligation to you, it has to engage several partners and providers, in advance, to cover the full term of this Agreement. You further understand and agree that in the event this Agreement is terminated pursuant to Section 4.2 by Broker upon the occurrence of an Event of Default, you will be responsible for paying a termination fee (“Termination Fee”) of twenty thousand dollars (\$20,000.00). You acknowledge and agree that the Termination Fee is not intended to be a penalty, but simply a fee to offset the cost of Broker’ time and related expenses.

4.4. **Tail Period.** Following the termination of this Agreement, Broker will be entitled to any applicable Success Fee if, within twelve (12) months of the effective date of such termination (the “Tail Period”), the Client consummates or enters into any term sheet, letter of intent, letter of interest, memorandum of understanding, or definitive agreement for a Transaction (the “Tail Provision”). The Client agrees to provide Broker with prompt written notice upon (i) the closing of a Transaction during the Tail Period that is subject to a Success Fee; and (i) at the end of the Tail Period certifying as to whether or not the Client completed any Transactions, or signed any agreement for any pending Transactions, that are subject to Success Fee under the Tail Provision, as well as the consideration amounts of any such Transactions.

5. **Representations and Warranties.** By using or accessing Broker's Services you represent, warrant, and agree that:

5.1. **Seller Representation and Warranties:** If you are the Seller, you represent, warrant, and agree that:

(a) Seller understands that this Agreement constitute a legal, valid, and binding agreement between Seller and Broker, and that Seller has all the requisite legal authority to enter into and perform Seller's obligations under this Agreement on Seller's own behalf and/or on behalf of the Private Healthcare Practice;

(b) the Private Healthcare Practice is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and you have the full power and authority to execute, deliver, and perform any definitive transaction documentation to which it will be a party and to consummate the Transaction;

(c) the Private Healthcare Practice or interests therein, are free and clear of all liens, pledges, claims, security interests, preemptive or similar rights, restrictions on transfer (other than those arising under applicable securities laws), rights of first refusal, options, or other encumbrances, except as expressly disclosed in writing to Buyer prior to the execution of a definitive agreement for the Transaction;

(d) to Seller's knowledge, the Private Healthcare Practice is an "eligible privately held company" as contemplated under Section 15(b)(13) of the Securities Exchange Act of 1934, as amended (the "Exchange Act");

(e) all information, date, and materials provided or made available by or on behalf of Seller to Broker or to any Buyer in connection with a Listing or the Transaction (including, but not limited to financial statements, operating data, and diligence materials) are true, correct, and complete in all material respects, do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, and Seller acknowledges and understands that Broker shall be entitled to rely, without independent verification, upon the accuracy and completeness of all such information provided by Seller;

(f) the execution, delivery, and performance of Transaction documentation by Seller and the consummation of the Transaction will not: (i) conflict with Seller's organizational documents; (ii) violate any applicable laws, regulations, or rules; (iii) breach, result in a default, or require any consent under any material contract to which Seller is a party; or (iv) result in the creation of any lien on the transferred assets or securities, except as expressly disclosing in writing to Buyer;

(g) Seller acknowledges and understands that Broker shall not handle, hold, or have custody of any funds or securities, and will not provide, arrange, or guarantee financing on behalf of Buyer;

(h) the Private Healthcare Practice is, and has been, operated in compliance in all material respects with applicable laws, including healthcare, privacy, data security, employment, tax, and other regulatory requirements applicable to its operations, and possesses all licenses, permits, registrations, and approvals required for its operations as currently conducted, unless otherwise disclosed to Buyer in writing;

(i) to the extent financial statements or financial information have been provided, such materials were prepared in accordance with the standards disclosed therein, fairly present in

all material respects the financial condition and results of operations of the business for the periods presented, and the business does not have material liabilities or obligations of any nature, accrued, absolute, contingent, or otherwise, that are not disclosed to Buyer in writing;

(j) Seller acknowledges that Broker does not provide legal, tax, investment, valuation, or accounting advice, that Seller has relied solely on its own or on the advice provided by its own advisors, and that no communication from Broker or through the Platform constitutes as a recommendation or an endorsement; and

(k) Seller agrees that it will promptly notify Broker and the Buyer of any change that renders any of the foregoing materially inaccurate or misleading.

5.2. Buyer Representation and Warranties: If you are the Buyer, you represent, warrant, and agree that:

(a) Buyer understands that this Agreement constitute a legal, valid, and binding agreement between Buyer and Broker, and that Buyer has all the requisite legal authority to enter into and perform Buyer's obligations under this Agreement;

(b) to the extent applicable, Buyer is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation and you have the full power and authority to execute, deliver, and perform any definitive transaction documentation to which it will be a party and to consummate the Transaction;

(c) Buyer, and each person or entity in Buyer's acquiring group, is a sophisticated investor capable of evaluating the merits and risks of the Transaction, is not a "passive buyer" or a "group of passive buyers" within the meaning of Section 15(b)(13) of the Exchange Act, and will be, directly or indirectly, active in the management of the Private Healthcare Practice upon consummation of the Transaction;

(d) all information, date, and materials provided or made available by or on behalf of Buyer to Broker or to any Seller in connection with a Listing or the Transaction are true, correct, and complete in all material respects, do not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading, and Seller acknowledges and understands that Broker shall be entitled to rely, without independent verification, upon the accuracy and completeness of all such information provided by Seller;

(e) Buyer acknowledges that Broker does not provide legal, tax, investment, valuation, or accounting advice, that Buyer has relied solely on its own or on the advice provided by its own advisors, and that no communication from Broker or through the Platform constitutes as a recommendation or an endorsement;

(f) Buyer has, and at closing of the Transaction will have, sufficient immediately available funds, committed financing, or other financial resources to consummate the Transaction on the terms set forth in the applicable definitive agreement;

(g) Buyer acknowledges and understands that Broker will not handle, hold, or have custody of any funds or securities, and will not provide, arrange, or guarantee financing;

(h) the execution, delivery, and performance of Transaction documentation by Buyer and the consummation of the Transaction will not: (i) conflict with Buyer's organizational documents; (ii) violate any applicable laws, regulations, or rules; (iii) breach, result in a default, or require any consent under any material contract to which Buyer is a party; or (iv) result in the

creation of any lien on the transferred assets or securities, except as expressly disclosing in writing to Seller;

(i) Buyer and its principals are, or will be at closing, eligible and properly licensed, or otherwise authorized, to own or manage the Private Healthcare Practice in compliance with applicable professional licensure and other statutory or regulatory requirements;

(j) Buyer will conduct diligence in compliance with applicable law, including privacy and data security laws, and will not access, transfer, or use protected health information or other sensitive data except as expressly permitted by applicable law;

(k) Buyer agrees that it will promptly notify Broker and the Seller of any change that renders any of the foregoing materially inaccurate or misleading.

6. **Confidentiality**

6.1. **Confidential Information**. “**Confidential Information**” means non-public information regarding the disclosing party’s business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information, whether orally or in visual, written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential.”

6.2. **Exclusions**. Confidential Information does not include information that: (i) is or becomes publicly available without breach of this Agreement; (ii) was known to the receiving party prior to disclosure; (iii) is independently developed by the receiving party without use of or reference to the disclosing party’s Confidential Information; or (iv) is disclosed pursuant to legal or regulatory requirements, provided, however in the case of clause (iv), the disclosing party shall disclose no more than that portion of the Confidential Information which, on the advice of the receiving party’s legal counsel, such legal or regulatory requirement specifically requires the receiving party to disclose.

6.3. **Treatment of Confidential Information**. Each party shall: (i) protect and safeguard the confidentiality of the disclosing party’s Confidential Information with at least the same degree of care as the receiving party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (ii) not use the disclosing party’s Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement; and (iii) not disclose any such Confidential Information to any person or entity, except to the receiving party’s representatives who need to know the Confidential Information to assist the recipient, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The recipient shall be responsible for any breach of this Section 6.3 caused by any of its representatives. On the expiration or termination of this Agreement, the receiving party and its representatives shall promptly return to the disclosing party all copies, whether in written, electronic or other form or media, of the disclosing party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

6.4. **Survival**. The obligations under this Section 6 shall survive the termination or expiration of this Agreement for a period of two (2) years.

7. **Healthcare Compliance; Data Protection**

7.1. **Compliance.** Each party shall comply with applicable healthcare, privacy, and data security laws in connection with any Transaction, including, as applicable, federal and state anti-kickback, self-referral, fee-splitting, and corporate practice of medicine restrictions. No party shall offer, pay, solicit, or receive remuneration for referrals.

7.2. **PHI Minimization.** The parties shall avoid disclosing protected health information (“PHI”) during diligence. If disclosure of PHI is necessary, the disclosing party shall limit such disclosure to the minimum necessary and, if required by law, the parties shall execute a business associate agreement.

7.3. **Security; Incident Notice.** Each party will implement commercially reasonable security measures to protect Confidential Information and promptly notify the other party of any confirmed unauthorized access or disclosure affecting such information in its possession, custody, or control.

8. Disclaimer; Limitation of Liability.

8.1. **Disclaimer.** Broker makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder.

8.2. **Limitation of Liability.** Neither Broker nor its affiliates and any of their respective officers, directors, managers, principals, stockholders, partners, members, employees, agents, or representatives (each a “Related Party” and, collectively, the “Related Parties”) shall be liable to the Client or any of its affiliates for any loss, liability, damage, or expense arising out of or in connection with the performance of any Services contemplated by this Agreement, unless such loss, liability, damage, or expense shall be proven to result directly from the willful misconduct of such person. In no event will Broker or any of its Related Parties be liable to the Client for special, indirect, punitive, or consequential damages, including, without limitation, loss of profits or lost business, even if Broker has been advised of the possibility of such damages. Under no circumstances will the liability of Broker and its Related Parties exceed, in the aggregate, the lesser of (i) fees actually received by Broker hereunder in the one-year period before the event giving rise to the claim or (ii) one thousand dollars (\$1,000).

9. **Securities Laws.** Client acknowledges and agrees that Client shall be solely responsible for compliance with all laws, rules, and regulations applicable to Client, including without limitation, U.S. federal and state securities laws, and that Broker shall have no responsibility or liability (whether in contract or in tort, in law or in equity, or granted by statute) for any claims causes of action, obligations or liabilities arising under, out of, in connection with, or related in any manner to, Client or Client’s failure to comply with, violation of, or otherwise with respect to, such laws, rules or regulations.

10. **Indemnification.** The Client shall indemnify and hold harmless Broker and each of its Related Parties (each, an “Indemnified Party”) from and against any and all losses, claims, actions, damages, and liabilities, joint or several, to which such Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, or decree, made by any third party or otherwise, relating to or arising out of the Services or other matters referred to in or contemplated by this Agreement or the engagement of such Indemnified Party pursuant to, and the performance by such Indemnified Party of the Services or other matters referred to or contemplated by, this Agreement, and the Client will reimburse any Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys’ fees and expenses) as they are incurred in connection with the investigation of, preparation for or defense of any pending or threatened claim, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. Notwithstanding the foregoing, the Client will not be required to indemnify any Indemnified

Party under this Section 10 to the extent that any loss, claim, damage, liability, cost, or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of such Indemnified Party. The reimbursement and indemnity obligations of the Client under this Section 10 shall be in addition to any liability which the Client may otherwise have, shall extend upon the same terms and conditions to any affiliate, Related Party, or controlling person, as the case may be, of Broker and any affiliates of such persons, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the parties hereto and their active affiliates and Related Parties. The provisions of this Section 10 shall survive the termination of this Agreement.

11. **Independent Contractor.** Nothing herein shall be construed to create a joint venture or partnership between the parties hereto or an employee/employer relationship. Broker shall be an independent contractor pursuant to this Agreement. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Nothing in this Agreement shall be deemed or construed to create any fiduciary duties or responsibilities, if any, of Broker or any of its Related Parties.
12. **Permissible Activities.** Nothing herein shall in any way preclude Broker or its affiliates or their respective Related Parties from engaging in any business activities or from performing Services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the Client or any of its affiliates.
13. **Notices.** All notices under this Agreement must be in writing and are deemed given: (i) when delivered by hand; (ii) when sent by email with confirmation of transmission if sent during recipient's business hours (or the next business day if sent after business hours); or (iii) one (1) business day after deposit with a nationally recognized overnight courier, to the addresses on the signature page (as updated by notice). A party may update its notice details by giving notice under this Section 13.
14. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
15. **Successor and Assigns.** Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign, without consent but upon written notice, to: (i) an affiliate; or (ii) a successor in interest in connection with a merger, reorganization, sale of equity or assets, or similar transaction (including a Transaction). Any attempted assignment in violation of this Section 15 is void. This Agreement binds and benefits the parties and their permitted successors and assigns.
16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement; provided, that the Indemnified Parties shall be third party beneficiaries of this Agreement.
17. **Headings.** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
18. **Amendment and Modification; Waiver.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by

the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

19. **Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
20. **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby may be instituted in the federal courts of the United States of America or the courts of the State of Delaware in each case located in Delaware, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in such court has been brought in an inconvenient forum.
21. **Waiver of Jury Trial.** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (i) no representative of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (ii) such party has considered the implications of this waiver; (iii) such party makes this waiver voluntarily; and (iv) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 21.
22. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
23. **No Strict Construction.** The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. Notwithstanding anything to the contrary, the scope of the Services shall be determined by Broker in its discretion. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[Signature Page Follows]

Please confirm that the foregoing is in accordance with your understanding by signing and returning to us a copy of this Agreement, which shall become a binding agreement upon Broker's receipt. Broker is delighted to accept this engagement, and we look forward to working with you.

Very Truly Yours,

VentureCare Financial LLC

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED AS
OF THE DATE FIRST WRITTEN ABOVE:

[Client Name]

By: _____
Name: _____
Title: _____