

## INVESTOR NETWORKING SERVICE AGREEMENT

THIS INVESTOR NETWORKING SERVICE AGREEMENT (this “**Agreement**”) dated as of \_\_\_\_\_, 201\_ shall govern participation in the service provided by Delaware Trust Company, a Delaware trust company (“**DELAWARE TRUST**”). By signing below, you (“**you**” or “**User**” and together with DELAWARE TRUST, the “**Parties**”) agree to be bound by this Agreement.

### BACKGROUND

As a service to clients who make use of various services of DELAWARE TRUST, DELAWARE TRUST has agreed to facilitate a service (the “**Investor Networking Service**”) which may include a website owned and operated by DELAWARE TRUST or its parent or affiliates (the “**Investor Networking Website**”) to allow select businesses and professionals (collectively, inclusive with User, “**Participants**”) who have business proposals/business plans and/or existing companies/businesses that may benefit from access to funding (whether from direct investment, partnering, or otherwise), to connect with private equity firms, angel investors and others who may wish to partner or invest in a Participant’s business/plans in expanding or financing their companies (“**Investment Partners**”). Investment Partners will execute a separate agreement with DELAWARE TRUST to provide access to information of Participants.

### AGREEMENT

#### 1. **Terms of Use and Modifications to Terms of Use**

a. Under the Investor Networking Service, various parties may provide DELAWARE TRUST or other parties with messages, text, files, images, photos, video, sounds, information about you or your interests/abilities, or other materials (“**Content**”). Participants may provide Content regarding their business proposals/business plans and/or existing companies/businesses which may be distributed by DELAWARE TRUST to Investment Partners and included on the Investor Networking Website which DELAWARE TRUST or its parent or affiliates may operate. Participants may determine in their discretion how much of their Content they would like DELAWARE TRUST to share with Investment Partners.

b. DELAWARE TRUST shall in its sole and absolute discretion determine whether it will distribute any Content to Investment Partners and is under no obligation to distribute your Content to any Investment Partners even though Content from other Participants may have been distributed to the same such Investment Partners. You may request that your Content be made selectively available to Investment Partners who based on their business model and objectives may be more likely to be interested in User.

c. DELAWARE TRUST shall in its sole and absolute discretion determine whether any Content of an Investment Partner is to be distributed to you and is under no obligation to distribute any particular Content to you even though the same or similar Content may have been distributed to other Participants.

d. DELAWARE TRUST reserves the right, at its sole discretion, to change, modify, add or remove any portion of these Terms of Use and any other policy posted on the Investor Networking Website, in whole or in part, at any time without prior notice. Notification of changes to the Terms of Use will be sent to you or posted on the Investor Networking Website. You are responsible for reviewing regularly the Terms of Use and all policies posted on the Investor Networking Website. By continuing to use the Investor Networking Service and related services after DELAWARE TRUST has posted changes to these Terms of Use or any other posted policy, you agree to and accept such changes.

#### 2. **Content**

a. You hereby acknowledge and agree that any Content in connection with the Investor Networking Service you may transmit (whether orally, in writing or electronically), post on, receive via, transmit through, or link from is your sole responsibility and that you must evaluate and bear all risks associated with any such Content. You also agree that any such Content shall conform to any technical requirements specified by DELAWARE TRUST.

b. DELAWARE TRUST makes no representation or warranty as to the accuracy, completeness or authenticity of the information transmitted via the Investor Networking Service. You represent and warrant to DELAWARE TRUST that the Content you transmit, post or allow to remain posted is accurate, current and

complete and not misleading through inclusion or omission of Content. You acknowledge that DELAWARE TRUST does not pre-screen or approve Content, but that DELAWARE TRUST shall have the right (but not the obligation), in its sole discretion, to refuse, block, not transmit, delete or move any Content that is available via the Investor Networking Service, for violating the letter or spirit of this Agreement or for any other reason.

### 3. **Fees and Payment**

As of the date hereof, DELAWARE TRUST does not charge Investment Partners or Participants for their use of the Investor Networking Service. If and when DELAWARE TRUST decides to charge the User for the use of the Investor Networking Service, charges (on a going-forward basis) shall be set by DELAWARE TRUST in its sole discretion. If User does not agree to pay as and when decided by DELAWARE TRUST, DELAWARE TRUST may exclude User and User's Content from the Investor Networking Service. Should User be notified that the Investor Networking Service will no longer be free after a date certain, User will not be charged for past use of the service and will only incur costs after such date as is specified in the notification. You hereby acknowledge and agree that DELAWARE TRUST, its parent, and its affiliates may offer to you or any Participants additional products or services it provides in connection with transactions resulting from the Investor Networking Service and may charge appropriate fees for any such products and services.

### 4. **License**

User hereby grants DELAWARE TRUST a non-exclusive, non-transferable, royalty-free worldwide license during the term of this Agreement to reproduce and display any logos, trademarks, trade names, and similar identifying material relating to User. By posting messages, uploading information, inputting data or engaging in any other form of communication via the Investor Networking Service and/or to the Investor Networking Website, you hereby grant to DELAWARE TRUST a license to store, transmit or display such materials, in connection with those functions or services requested by you.

### 5. **Confidential Information**

As used herein, "**Confidential Information**" means information that a reasonable business person would consider private, sensitive or proprietary and includes, but shall not be limited to, information concerning DELAWARE TRUST, other Users or Participants. The Parties shall hold in confidence and not disclose except on a confidential basis to its employees who need to know and who are informed of their confidentiality obligations all Confidential Information received by them via the Investor Networking Service in the same manner and to the same extent as it holds in confidence its own Confidential Information, and shall not use any such Confidential Information except for purposes contemplated by this Agreement.

### 6. **Representations and Warranties**

User represents, warrants, and covenants that:

a. It has full power and authority to execute, deliver, and perform its obligations under this Agreement. This Agreement has been duly and validly executed by User and delivered and constitutes a legal, valid and binding contract enforceable in accordance with its terms.

b. The execution, delivery, and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under or violation of any law, rule, or regulation or of any order, agreement, or corporate instrument to which User is subject or by which it is bound. There is no pending or, to the best knowledge of User, threatened claim, action, or proceeding against User or any of its affiliates with respect to the execution, delivery or performance of this Agreement and, to the best knowledge of the party, there is no basis for any such claim, action, or proceeding.

c. User shall not provide (whether orally, in writing or electronically) to DELAWARE TRUST or upload, post or transmit to or distribute or otherwise publish through the Investor Networking Service any materials which (a) restrict or inhibit any other person from using and enjoying the Investor Networking Service, (b) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, harassing, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) contain a

virus, Trojan horse, worms, time bombs, robots or other harmful component intended to disrupt or interfere with the intended operation of the Investor Networking Service or any other site on the World Wide Web, or (f) constitute or contain false or misleading indications of origin or statements of fact.

d. User will not (a) use Investor Networking Services to harass or harm any other User, any Investment Partner or any other person or entity in any way; (b) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (c) interfere with or disrupt the Investor Networking Website or servers of networks connected to the Investor Networking Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Investor Networking Website; (d) harvest, collect or store information about the users of the Investor Networking Service for any purpose inconsistent with the purpose of the Investor Networking Service; (e) disparage, defame, libel or make untrue, malicious, offensive statements about the Investor Networking Service, or (f) use the Investor Networking Service to violate any applicable, local, state, national or international law or regulation.

## 7. **Indemnification**

User shall defend, hold harmless, and indemnify DELAWARE TRUST, its parent, affiliates, shareholders, directors, officers, employees, agents and attorneys and each of their directors, officers, employees, agents, and attorneys from and against all claims, actions, liabilities, damages, and expenses, including reasonable attorneys' fees and costs, arising out of or relating to User's negligence and/or failure to comply with any applicable law, rule, regulation or directive of DELAWARE TRUST in performing its obligations under or in connection with this Agreement and the Investor Networking Service, including but not limited to any actual or threatened claim arising from DELAWARE TRUST's use or disclosure of User's personally identifiable information. User will hold harmless and defend DELAWARE TRUST against any and all claims and causes of action by regulators, Participants, investors and Investment Partners and any person or entity claiming through them or on their behalf that relate to User or User's activities.

## 8. **Limitation of Liability**

IN NO EVENT SHALL DELAWARE TRUST, ITS PARENT OR AFFILIATES OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, ATTORNEYS, PARTNERS, SUCCESSORS OR ASSIGNS BE LIABLE TO USER OR TO ANY OTHER ENTITY OR INDIVIDUAL FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO THE USE OR INTERRUPTION OF USE OF THE INVESTOR NETWORKING WEBSITE OR INVESTOR NETWORKING SERVICES, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR BUSINESS OR SALES INTERRUPTION, EVEN IF DELAWARE TRUST, ITS PARENT OR AFFILIATES, OR A REPRESENTATIVE THEREOF, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT DELAWARE TRUST'S (INCLUDING ITS PARENT AND AFFILIATES) MAXIMUM LIABILITY, UNDER ANY THEORY OF LIABILITY, INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, SHALL BE THE GREATER OF THE TOTAL AMOUNT OF FEES THAT YOU HAVE PAID TO US FOR THE USE OF THE INVESTOR NETWORKING SERVICE IN THE THREE MONTHS PRECEDING THE ACT GIVING RISE TO A CLAIM OR TWENTY DOLLARS (\$20.00). DELAWARE TRUST, ITS PARENT AND AFFILIATES ARE NOT RESPONSIBLE FOR FAILED E-MAIL OR MESSAGE DELIVERIES DUE TO REJECTED ATTACHMENTS, FIREWALLS, E-MAIL BLOCKING SOFTWARE, OR OTHER PROTECTIVE MEASURES TAKEN BY THE INTENDED RECIPIENTS OF YOUR COMMUNICATIONS.

## 9. **Ownership of Intellectual Property**

DELAWARE TRUST is the sole owner of the content, layout, functions, design, appearance, trademarks, service marks, copyrights, patents and other intellectual property comprising the Investor Networking Service, including the Investor Networking Website ("**DELAWARE TRUST Intellectual Property**"). The DELAWARE TRUST Intellectual Property contains information that is created and maintained by DELAWARE TRUST at great effort and expense, and the Investor Networking Service is unique and highly valuable. You will not acquire any ownership in the DELAWARE TRUST Intellectual Property or any part thereof, including Content voluntarily provided by you to DELAWARE TRUST that is incorporated into the DELAWARE TRUST Intellectual Property. To the fullest extent recognized by law, you agree that the DELAWARE TRUST Intellectual Property is and will be a protectable asset of DELAWARE TRUST.

#### 10. **Disclaimer**

THE INVESTOR NETWORKING SERVICE AND ANY INFORMATION PROVIDED BY DELAWARE TRUST WHETHER ON THE INVESTOR NETWORKING WEBSITE OR OTHERWISE ARE PROVIDED “AS IS” WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, COMPLETENESS AND EFFORT IS WITH USER. DELAWARE TRUST MAKES NO WARRANTY THAT THE INVESTOR NETWORKING SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR-FREE NOR WILL DELAWARE TRUST BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS. USER’S USE OF THE INVESTOR NETWORKING SERVICE IS AT USER’S OWN RISK. DELAWARE TRUST EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. DELAWARE TRUST FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES ARISING FROM USAGE OF TRADE AND COURSE OF DEALING.

#### 11. **Privacy Practices**

DELAWARE TRUST may monitor your use of the Investor Networking Services. DELAWARE TRUST does not and cannot review all materials transmitted by Participants and Investment Partners and is not responsible for any such materials. DELAWARE TRUST reserves the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or transmit or to remove any information or materials, in whole or in part, that in DELAWARE TRUST’s sole discretion are objectionable or in violation of this Agreement.

#### 12. **Investor Networking Service / Investor Networking Website is Not Legal or Investment Advice**

The Content available through the Investor Networking Service or on the Investor Networking Website is provided for business uses and informational purposes only and none of the information constitutes securities, investment, tax, or legal advice, nor is it to be relied on in making an investment or other decision. You should obtain relevant and specific professional advice.

#### 13. **Term; Termination**

The term of this Agreement shall commence on the date set forth above and shall continue until terminated in accordance with the terms of this Agreement. DELAWARE TRUST may immediately terminate this Agreement at any time. User may terminate this agreement upon 10 days written notice to DELAWARE TRUST at the following address: DELAWARE TRUST COMPANY, Little Falls Centre I, 2711 Centerville Road, Wilmington, DE 19808, Attention: William Popeo or by facsimile to (302) 636-5454, which may be changed by DELAWARE TRUST from time to time.

#### 14. **Miscellaneous**

a. **Entire Understanding.** This Agreement sets forth the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, written or oral, with respect thereto. Notwithstanding the foregoing, DELAWARE TRUST reserves the right to change this Agreement at any time. User shall comply with any changes to this Agreement within ten (10) business days from the date of notice of the change, which may be sent by email to User.

b. **Severability.** Each provision of this Agreement shall be considered severable, and if for any reason any provision is or shall be held void, voidable, invalid, or inoperative, no other provision of this Agreement shall be affected as a result, and the remaining provisions of this Agreement shall remain in full force and effect.

c. **Waiver.** No waiver of any term or provision of this Agreement or of any default shall affect the right to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

d. **No Joint Venture.** This Agreement does not constitute either party as an agent, legal representative, joint venturer, partner, or employee of the other for any purpose, and neither party is in any way authorized to make

any contract, agreement, warranty, or representation or to create any obligation, express or implied, on behalf of the other party. The relationship of the parties is only that of independent contractors and no exclusive rights are granted hereunder unless otherwise expressly provided.

e. **Assignment.** DELAWARE TRUST shall have the right to assign this Agreement or any rights or obligations that arise under it without the consent of User.

f. **Force Majeure.** Neither party shall be liable to fulfill its obligations under this Agreement or for delays or failure of performance resulting from acts beyond its reasonable control, including, but not limited to acts of God, acts or omissions of civil or military authority, acts of war, fires, floods, earthquakes, epidemics, strikes, riots, power failures, and other disasters.

g. **Governing Law.** The Parties expressly agree that this Agreement, and the rights of the parties deriving therefrom, shall be governed by, and construed and interpreted in accordance with, the laws of the State of Delaware, without regard to any conflict of law rules that would have the effect of applying the law of a jurisdiction other than the State of Delaware.

h. **Arbitration.** Any claim for money damages between the parties in connection with this Agreement shall be resolved by binding arbitration on an expedited basis in accordance with the then prevailing securities rules of the American Arbitration Association (“AAA”), and any judgment may be entered into any court having jurisdiction thereof. In any such arbitration, to the extent permissible under then prevailing AAA rules, (a) the arbitrators shall be knowledgeable in financial industry standards and practices, (b) the authority of the arbitrators shall be limited to construing and enforcing the express terms of the Agreement, and (c) the arbitrators shall state the reasons for the award in a written opinion. Costs of any arbitration shall be shared equally by both sides.

i. **Survival of Provisions.** The rights and obligations set forth in Sections 5, 7, 8, 9, 10, 12 and this Section 14 shall survive the termination of this Agreement.

j. **Counterparts and Electronic Execution.** This Agreement is being signed in multiple counterparts, all of which shall be deemed to be originals and which, together, shall constitute one and the same instrument. The Parties expressly agree that the signature pages of this Agreement may be exchanged via facsimile transmission or email and that a facsimile or electronic signature of any Party hereto shall be the same as an original.

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