

ReachX Deal Origination Terms Of Service (Revised September 30th 2020)

General Terms and Conditions

The following Deal Origination Terms of Service (“DOTS”, collectively with our Privacy Policy, Cookie Policy, Terms of use and Standard Client terms) govern your use of www.ReachX.co (the “Deal Origination Platform”) and the products, features, contents, applications and services provided by ReachX Ltd. (“ReachX”)

All use of the Deal Origination Platform is subject to the DOTS and, in some cases, a Membership Agreement (defined below) that you may have executed with us. By accessing and using the Deal Origination Platform, you acknowledge, accept, and agree to the DOTS and all other terms, conditions, procedures and policies that may be published from time to time on the Deal Origination Platform by us, each of which is incorporated by reference.

The DOTS represent a binding contract between you and ReachX. Specifically, if you or the company that you represent entered into a separate Membership Agreement or other signed agreement with ReachX (collectively, the “Membership Agreement”), the terms and conditions of the DOTS are hereby incorporated into the Membership Agreement by this reference as if fully stated therein. In the event of a conflict between the DOTS and any Membership Agreement, the terms of the Membership Agreement shall control. If you are accessing the Deal Origination Platform on behalf of another entity or individual, you represent and warrant that you have the authority to agree to the DOTS on such entity’s or individual’s behalf. If you do not agree with anything contained in the DOTS, please do not submit information to, access information from, or otherwise utilize the Deal Origination Platform. ReachX reserves the right to change the DOTS at any time without notice to you, with the exception of changes to Pricing, Payments and Billing Terms. In the case of changes to Pricing, Payments and Billing, ReachX will notify the primary user of your Member Account by email at least 30 days before the change goes into effect. Use of the Deal Origination Platform following the posting of any changes to the DOTS shall be deemed to be acceptance thereof by you. In the DOTS, we may refer to a User/Member Account/customer/reader/entity as “you”. You agree to keep business information and trade secrets of ReachX, including, but not limited to the terms and pricing set forth herein, and any user account information confidential until such information becomes known to the public generally without your fault and except to the extent that disclosure may be required by law, regulation or legal process.

Definition of Member Accounts and Users

The following Terms of Service covers two types of entities:

- A “Member Account” is defined as companies, entities or individuals using ReachX to market or source private capital market transaction opportunities;
- A “User” is defined as an individual who uses the Deal Origination Platform as part of a Member Account and take action in the name of the Member Account;

A Member Account may have one or more Users.

Uses of the Deal Origination Platform and Key Limitations

The Deal Origination Platform is designed for officers and owners of private companies, duly authorized M&A professionals, and investment professionals to find, connect, and be found by one another for the purposes of business development, originating and managing investment or acquisition opportunities, and identifying and engaging with relevant capital partners. Member Accounts and Users of the Deal Origination Platform use a variety of tools to implement such processes, including data room and document hosting tools, deal communication and messaging tools, and a variety of reporting and analytic tools. ReachX is not involved in the actual transaction between buyers and sellers, and does not render investment or legal advice in connection therewith.

None of the information submitted on the Deal Origination Platform constitutes a solicitation, offer, opinion, or recommendation by ReachX to buy or sell any securities or other financial instruments or to provide legal, tax, accounting, or investment advice or services regarding the suitability or profitability of any security of any kind, investment or transaction. ReachX has not made any recommendations regarding the merit of any company identified on the Deal Origination Platform, made any recommendation regarding the purchase or sale of any security, or endorsed or sponsored any company identified on the Deal Origination Platform. For that reason all users of the Deal Origination Platform agree to be responsible for their own due diligence and the legal and regulatory compliance of any transaction they enter into, and ReachX makes no representation or assurance about such compliance. As a user of the Deal Origination Platform, you are required to provide true and accurate information about your businesses or the business of your clients, and to update and maintain such information, but ReachX cannot and does not confirm the accuracy of information provided. The information and materials made available through the Deal Origination Platform may contain typographical errors or inaccuracies. In addition, ReachX does not control the information provided by other users that is made available through the Deal Origination Platform.

Eligibility to Use ReachX

If you do not agree to these DOTS, the Privacy Policy, the Data Processing Agreement (if applicable), and any other referenced agreements or documentation, you must not access the Deal Origination Platform.

ReachX reserves the right to refuse service, terminate relationships, and/or cancel orders in its discretion.

. We may, in our sole discretion, refuse to offer the Deal Origination Platform to any person or entity and change its eligibility criteria at any time. You are solely responsible for ensuring that the DOTS are in compliance with all laws, rules and regulations applicable to you and the right to access the Deal Origination Platform is revoked where the DOTS or use of the Deal Origination Platform is prohibited or to the extent offering, sale or provision of the Deal Origination Platform conflicts with any applicable law, rule or regulation. Further, the Deal

Origination Platform is offered only for your use, and not for the use or benefit of any third party.

Registration

When signing up for the Deal Origination Platform and creating a Member Account or User account on the Deal Origination Platform, you must provide accurate and complete information and keep your Member Account or User information updated. You will not:

- select or use as a username a name of another person with the intent to impersonate that person;
- use as a username a name subject to any rights of a person other than you without appropriate authorization;
- use, as a username, a name that is otherwise offensive, vulgar or obscene.

You are solely responsible for the activity that occurs on your Member Account, and for keeping your User password secure. You may never use another person's User account or registration information for the Deal Origination Platform without permission. You must notify us immediately of any change in your eligibility to use the Deal Origination Platform (including any changes to or revocation of any licenses from state authorities), breach of security or unauthorized use of your Member Account or User account. You should never publish, distribute or post login information for your Member Account or User account. You shall have the ability to delete your Member Account or User account, either directly or through a request made to one of our employees or affiliates.

Acceptable Use

By accepting these DOTS and using the Deal Origination Platform, you agree not to:

- Enter any false information about a company or person;
- Misrepresent your relationship to a deal or transaction; or
- Engage in any fraudulent activity of any kind.

If ReachX permits you to input information into the Deal Origination Platform, you may not (and may not permit any third party to) input any information or content that:

- you know is false, misleading, untruthful or inaccurate;
- is promotional in nature, including solicitations for funds or businesses, without the prior written authorization of ReachX;
- constitutes junk mail, spam, chain letters, pyramid schemes or the like;
- is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, deceptive, fraudulent, invasive of another's privacy, offensive, profane,

hateful or is racially, ethnically or otherwise objectionable as determined by us in our sole discretion, or otherwise violates the legal rights of others;

- you do not have the right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- infringes any patent, trademark, trade secret, copyright, right of publicity or other proprietary rights of any party or violates any law or contractual duty;
- impersonates any person or entity, including any of our employees or representatives; or contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, gain access to or limit the functionality of any computer software or hardware, or telecommunications equipment.

You shall not: (i) take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure; (ii) interfere or attempt to interfere with the proper working of the Deal Origination Platform or any activities conducted on the Deal Origination Platform; (iii) bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Deal Origination Platform (or other accounts, computer systems or networks connected to the Services); (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the website (v) harvest or scrape any Content from the Deal Origination Platform; or (vi) otherwise take any action in violation of our guidelines and policies.

You shall abide by all applicable local, state, national and international laws and regulations and in particular the laws of England and Wales.

We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the DOTS, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

ReachX reserves the right to edit, restrict or remove any content you provide for any reason or no reason at any time.

Terms for Buy-side Corporate Finance Advisors

Investment banks and M&A advisory firms may only use ReachX to originate deal opportunities (i.e. receive teasers) on behalf of buy-side clients with whom they have a formal mandate. Teasers received on behalf these clients may not be shared outside of their mandates

Pricing, Payments & Billing

Subject to a Membership Agreement with ReachX, which takes precedence, the following pricing structure applies to your use of the Deal Origination Platform. Specific pricing shall be established between ReachX and the Member Account as part of the Member Account acceptance process. Most members will start with a free trial.

ReachX charges Member Accounts who wish to source and receive targeted introductions to investment, lending, and acquisition opportunities (collectively defined as “Deal Opportunity” or “Deal Opportunities”). ReachX does not charge Member Accounts for the tools necessary to research and privately share Deal Opportunities with other Member Accounts for the purposes of seeking an acquirer, investor, or lender.

Membership Fees

ReachX charges one-time or annual membership fees for a Member Account to be able to originate Deal Opportunities on the Deal Origination Platform. The term of the Annual Membership begins upon the digital acceptance of the DOTS by the first User of a Member Account (the “Start Date”).

For Member Accounts with annual Membership Fees, the Member Account will be billed every 12 months from the Start Date unless a Member Account provides at least thirty (30) days written notice via email to ReachX (email: deals@reachx.co) of its intention not to renew its Annual Membership Fee. ReachX will notify the primary User of your Member Account at least sixty (60) days in advance of the renewal date.

Per Deal Fees

Certain Member Accounts are billed a fee for each Deal Opportunity sourced on the Deal Origination Platform (“Per Deal Fees”).

A Deal Opportunity is considered sourced if another ReachX User has digitally shared the Deal Opportunity teaser with your Member Account via the ReachX Deal Origination Platform. ReachX Users will only be able to share a Deal Opportunity with you when the Deal Opportunity’s transaction details successfully match the criteria set by an active sourcing project created by your Member Account. If you believe that you should not have received a deal because it was improperly classified or matched, you can notify us by email at Info@Reachx.co. If, after review, ReachX agrees that you should not have received the Deal Opportunity, ReachX will issue you a credit for that improperly matched Deal Opportunity.

Unless otherwise specified, ReachX will bill your Member Account monthly for Per Deal Fees for any Deal Opportunities received in the previous calendar month.

Member Accounts have the ability to pay up-front for a set number of Deal Opportunities at a discount (“Pre-Paid Deal Opportunities”). Once the number of Pre-Paid Deal Opportunities has been reached, and assuming the Member Account does not purchase additional Pre-Paid Deal Opportunities, then ReachX will bill the Member Account monthly for additional Deal

Opportunities received. ReachX will notify your Member Account when you have used up your Pre-Paid Deal Opportunities.

Success Fees

Where Success Fees Apply

In addition to Membership Fees and Per Deal Fees, any Member Account which sources Deal Opportunities on the Deal Origination Platform shall pay to ReachX a success fee (the "Success Fee") on any successfully consummated (A) Financing deal or (B) Change of Control deal discovered or sourced through the Deal Origination Platform (a "Completed Transaction", defined below).

A Completed Transaction will be considered as having been discovered or sourced via ReachX if the Member Account first discovers the Deal Opportunity through ReachX, regardless of any historic relationship between the Member Account and the person or organization bringing the Deal Opportunity to market.

Requirement to Disclose

You agree to notify ReachX, via the Deal Origination Platform or via email (email: deals@reachx.co or via your ReachX Account Manager) when any of the following events have occurred:

- You or your firm / company have submitted a non-binding letter of intent for a Deal Opportunity sourced or discovered via ReachX
- You or your firm / company have executed a non-binding letter of intent or equivalent for a Deal Opportunity sourced or discovered via ReachX
- You or your firm / company have closed a transaction sourced or discovered via ReachX.

You agree to keep ReachX informed from time to time of the estimated closing timeline for a Deal Opportunity discovered via ReachX. Disclosing the identity of the seller is not required.

Member Accounts who fail to adhere to the above disclosure may be suspended, flagged, or removed from the ReachX Deal Origination Platform at ReachX's sole discretion. For the avoidance of doubt, all fees owed to ReachX shall remain in full effect.

Success Fee Credit

ReachX offers membership rewards to its Members. Members who close transactions sourced via the Deal Origination Platform are eligible to receive "Success Fee Credits" upon the timely (within 7 days of the closing) and accurate payment of a Success Fee associated with a Completed Transaction sourced via ReachX.

ReachX will grant the Member 5% of the value of the Success Fee in credits to be used towards the next year's membership fee or for future Per Deal sourcing fee. Success Fee Credits expire after one year

- **Where Success Fees Do Not Apply**

If the Member Account has originated a Deal Opportunity through another source prior to receiving the Deal Opportunity via ReachX, the Success Fee does not apply, as long as you notify ReachX in writing (email: deals@reachx.co) within 7 days of receiving the Deal Opportunity through the ReachX Deal Origination Platform and provide ReachX with reasonable evidence (for example, a signed and dated NDA) that demonstrates that you first discovered the deal outside of the ReachX Deal Origination Platform. For the avoidance of doubt, if you discover a Deal Opportunity through the ReachX Deal Origination Platform, connect with the Deal Opportunity counterparty offline and then close the transaction, the Success Fee is still owed to ReachX.

Success Fee Rates

The Success Fee payable is equal to a fixed rate of **1% for change of control transactions** and of **0.75% for financing** of the aggregate Transaction Consideration (as defined below) involved in any Completed Transaction consummated during the term of your membership and the eighteen (18) month period following any expiration or termination of your Member Account. The Success Fee will be agreed at the time of your joining

"Transaction Consideration" shall mean as follows:

(A) in the case of a Change of Control transaction, the total value of the acquired equity or assets, whether paid for in cash or stock or any other non-cash consideration, and including any earn-out provision that might be paid out within three (3) years of the transaction close date (as defined below). "Change of Control" shall mean any tender offer, sale, merger, combination, consolidation, transfer, asset sale, sale of a controlling interest in assets, equity or business of a business or entity or any other business combination.

(B) In the case of the deployment of debt or equity, the total amount of capital agreed to be deployed, regardless of the timing of actual cash distributions (including capital deployed after termination of your membership).

A transaction will be considered a "Completed Transaction" upon the initial payment of cash or other consideration by the acquirer or lender or any amounts are made available to be deployed from lender (such date being the "transaction close date") except as it relates to any contingent or deferred payments related to an earn out. In the event of an earn out, the part of the Transaction Consideration allocated to the earn out provision shall be deemed "Completed", and any Success Fee associated with such portion of the Transaction Consideration shall only become payable, at the time the earn out is funded or paid (whether in cash or other assets).

Any Success Fees due shall be paid in full by wire transfer or other immediately available funds and are due within 7 days of the transaction close date.

Past due amounts shall bear a late payment charge, until paid, at the rate of 2% per month or the maximum amount permitted by law, whichever is less. All payment obligations are non-cancellable and fees paid are non-refundable.

Subject to Change

Membership Fees and Per Deal Fees are subject to change at any time by ReachX. Should either fee amounts change for your Member Account, the primary contact User of your Member Account will receive an email notification at least 30 days in advance.

Intellectual Property and Copyright

The contents of the Deal Origination Platform and any products or services provided or sold by ReachX, including the Deal Origination Platform's look and feel, text, graphics, logos, button icons, images, audio and video clips (if any) and software, as well as the compilation of businesses, advisors, investors and lenders listed on the Deal Origination Platform ("Content"), are the property of ReachX or its content suppliers, and are subject to the copyright or other intellectual property rights of ReachX and to the terms of licenses held by ReachX.

Use License

Subject to the DOTS, we grant each user of the Deal Origination Platform a worldwide, non-exclusive, and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of accessing and using the Deal Origination Platform. Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the Content and software on this Deal Origination Platform, or of any products or services sold by ReachX, is strictly prohibited. You may copy information from the Deal Origination Platform only as strictly necessary for your own use of the Deal Origination Platform. Otherwise, no portion of the Deal Origination Platform may be reproduced, duplicated, copied, sold, resold, licensed, rented or otherwise exploited for any commercial purpose that is not expressly permitted by ReachX. The commercial use or public dissemination of any information and data gathered from ReachX is strictly prohibited, unless specifically authorized in writing. Any violation of the foregoing may subject you to compensatory and punitive damages, and shall specifically also entitle ReachX to equitable relief, in addition to any other available remedies.

User Content

All Content added, created, uploaded, submitted, distributed, or posted to the Deal Origination Platform by Users (collectively, "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You

represent and warrant that all User Content provided by you is accurate, complete, up-to-date, in compliance with all applicable laws, rules and regulations and you have all rights to provide the User Content and grant the licenses set forth below, to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

License Grant

By submitting any User Content to us, you grant ReachX a perpetual, worldwide, royalty-free, irrevocable, non-exclusive, sublicensable and transferable right to use, reproduce, modify, adapt, aggregate, publish, create derivative works of, display, perform, distribute and otherwise fully exploit such User Content, in any form or medium known or later developed (including, without limitation, third party website and feeds), in furtherance of our (and our successors' and assigns') businesses, the terms of the DOTS and the actions and transactions contemplated hereby, including after the termination of your Account or the Deal Origination Platform.

You also hereby do and shall grant each user of the website and/or the Deal Origination Platform a non-exclusive, perpetual license to access your User Content through the website and/or the Deal Origination Platform, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content, including after the termination of your Account or the Deal Origination Platform. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You agree that you will abide by and maintain all and will not and will not allow others to delete or alter, information, restrictions, author attributes or copyright notices contained in any Content accessed through the Deal Origination Platform. Nothing on the Deal Origination Platform or elsewhere should be construed to grant any license or right to use, implied or otherwise, any mark displayed on the Deal Origination Platform without the written permission of ReachX or the third party owner of the mark.

Availability of Content

We do not guarantee that any Content will be made available on the Deal Origination Platform or through the Services. ReachX reserves the right, in its sole discretion, to (i) remove, edit or modify any Content, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities that such Content infringes or appears to infringe on intellectual property rights owned by others or if we are concerned that you may have violated the DOTS), for no reason at all and (ii) to remove or block any Content from the Deal Origination Platform.

Copyright Infringement

If you believe that any material contained in the Deal Origination Platform infringes your intellectual property, you should notify ReachX of the alleged infringement in accordance with the following procedure: Send any notification of claimed copyright infringement to deals@reachx.co. The Deal Origination Platform may contain links to third party websites and other websites may contain links to the Deal Origination Platform. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by ReachX of any information contained in any third party websites.

Third Party Content

Certain portions of the Deal Origination Platform, including, without limitation, information on certain private companies, may contain unedited or third party content. All postings, messages, text, images, links to third-party websites or other materials published or otherwise made available through this section (the "Third Party Content") are the sole responsibility of the person(s) who originated such Third Party Content and ReachX may not monitor, does not control and does not investigate or validate such Third Party Content. The Third Party Content does not constitute legal or financial advice and must not be used in the place of legal counsel or financial due diligence. You should independently evaluate and verify all Third Party Content.

Termination

We may terminate your access to all or any part of the Deal Origination Platform at any time. All provisions of the DOTS which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

If service is terminated or suspended by ReachX due to breach by you or any User of a Member Account, including for non-payment, then you still owe, and must pay to ReachX, the entire amount payable for such term, and any past due amounts will accrue interest.

Assignment

ReachX may assign this Agreement and all rights and obligations contained herein to any successor in interest without your consent.

Limitations of Liability

Any material downloaded, accessed or otherwise obtained through the Deal Origination Platform is obtained at your own discretion and risk, and you will be solely responsible for any damage to your computer system or loss of data that results therefrom. except as expressly set forth herein, ReachX and all of its third-party licensors expressly disclaim any and all warranties and representations, express or implied, including any (i) warranties of title, non-infringement, merchantability or fitness for a particular purpose or use as to the Deal

Origination Platform, including the content, information, data, software, or products contained therein, or the results obtained by their use or as to the performance thereof, (ii) warranties or conditions arising through course of dealing, course of performance or usage of trade, and (iii) warranties or conditions of uninterrupted or error-free access to or use of the Deal Origination Platform. ReachX provides the Deal Origination Platform and all components thereof are provided on an "as is" basis and your use of the Deal Origination Platform is at your own risk. ReachX makes no guarantees or warranties of any kind as to the security, adequacy, completeness, sufficiency, timeliness or accuracy of any content or material available in or through the Deal Origination platform, that any defects or errors will be corrected, or that any content or software available at or through the Deal Origination Platform is free of viruses or other harmful components.

You hereby agree that any monetary claims of any kind assessed against ReachX or its directors, employees, agents, partners, suppliers or content providers arising out of or relating to the use of the Deal origination platform shall not exceed (in aggregate) of the greater of (i) the total amount you (or any other user) paid to ReachX for the Deal origination platform during the previous twelve (12) months or (ii) £200. In no event shall ReachX or its directors, employees, agents, partners, suppliers or content providers be liable to you, or to any third party, for any lost profits, data loss, cost of procurement of substitute goods or services, or incidental, consequential, punitive, special, compensatory or indirect damages of any kind whatsoever (however arising), even if advised as to the possibility of such damages, regardless of whether the claim for such damages is based in contract, tort, strict liability, negligence or otherwise. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect your equipment, failure of mechanical or electronic equipment or communication lines, telephone or other interconnect problems (e.g., you cannot access your internet provider), unauthorized access, theft, operator errors, strikes or other problems or any force majeure. ReachX cannot and does not guarantee continuous, uninterrupted or secure access to the Deal Origination Platform.

Indemnity

You agree to indemnify and hold harmless ReachX, our affiliates and each of our and their respective officers, directors, agents, and employees, from and against any suit, action, claim, demand, penalty or loss, including reasonable attorneys' fees, made by or resulting from any third party due to or arising out of your (or any third party using your Account or identity in the Deal Origination Platform) use or misuse of the Deal Origination Platform, breach of the DOTS or the materials it incorporates by reference, or violation of any law, regulation, order or other legal mandate or the rights of a third party..

Dispute and choice of law

Except as expressly provided for in this Agreement, a person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement. An affiliate company of ReachX shall have the right to enforce the provisions of this Agreement.

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Other items

ReachX uses email to communicate with Users. You hereby authorize and agree that ReachX may communicate with you via email and you consent to receiving and giving any notice required under the DOTS or any other agreement with ReachX via email. ReachX will use reasonable efforts to honor any request you may have to opt out from receiving emails, but under no circumstance will ReachX have any liability for sending any email to you or to any of its customers. Electronic notices should be sent to deals@reachx.co

Use of Member Names

When you announce closed transactions via your website or press release or other broad disclosure methods, ReachX may disseminate its own release to its constituents indicating your use of the ReachX Deal Origination Platform in association with said transaction. ReachX may add your entity's name to ReachX's member roster, which is professionally presented from time to time on its website and in marketing materials.

Agreement

The DOTS sets forth the entire understanding and agreement between the parties with respect to the subject matter herein (excluding the terms and conditions of any Membership Agreement you may have entered into separately with ReachX). We shall not be liable for any failure to perform our obligations hereunder where such failure results from any cause beyond our reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation. You may not assign the DOTS or Membership Agreement, or assign, transfer or sublicense your rights, if any, in the Deal Origination Platform without our prior written consent, which will not be unreasonably withheld or delayed. We may assign, transfer or delegate any of our rights and obligations hereunder without consent. A failure to act with respect to a breach by you or others does not waive ReachX's right to act with respect to subsequent or similar breaches. In the event that any provision or any portion of any provision of the DOTS or your Membership Agreement shall be held to be void or unenforceable, the remaining provisions of the DOTS and your Membership Agreement (and the balance of any provisions held void or unenforceable in part only) shall continue in full force and effect. If you do not agree with any part of these terms and conditions, or you have a dispute or claim against ReachX or its supplier or affiliates with respect to the DOTS or your

Membership Agreement you should immediately refrain from using the Deal Origination Platform. No agency, partnership, joint venture, or employment relationship is created as a result of the DOTS or your Membership Agreement and neither party has any authority of any kind to bind the other in any respect.