

2. Definitions

The following Terms of Service cover several types of entities:

- a) A “Member Account” is defined as any account created and used by companies, entities or individuals using Nvestiv to market, invest in, or source private capital market transaction opportunities.
- b) An “Admin Account” is defined as an individual who uses the Platform as the main account holder and owner or representative of the Company to whom the account belongs to; the Admin account has full account privileges including and not limited to account creation, account closing, editing information provided, inviting new Authorized Users, etc.
- c) An “Authorized User” is defined as an individual who uses the Platform as part of an Admin Account and is an employee of the Company to whom the account belongs to.
- d) An Admin Account may have one or more Authorized Users. Authorized users have full access to the platform, except creation and deletion of accounts.
- e) A “User” includes Authorized Users and any other users of the Platform.

3. Additional Definitions

- a) “Capital Raise Transaction” refers to the successful raising of some or all capital required by a fund manager or another entity, and by extension, the placement of the same capital by the investor. This transaction triggers a transaction fee owed by the fund manager or placement agent, as applicable, to Nvestiv.
- b) “Accredited Investor” has the meaning given thereto in applicable securities legislation.
- c) “Nvestiv”, “we”, “us” or “our” means Nvestiv Inc., its subsidiaries, affiliates, assignees and their officers, directors, employees and agents.
- d) “Content” means the contents of the Platform and any products or services provided or sold by Nvestiv, including the 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 on the Platform.
- e) “Project/Mandate” or “Shared Project/Mandate” means an opportunity to either seek capital (equity and/or debt) or allocate capital that is offered on the Platform by a Member Account.
- f) “Membership Agreement” means any written agreement between you and Nvestiv that sets out additional terms governing the relationship between you and Nvestiv.
- g) “NDA” means any non-disclosure, confidentiality, or other similar agreement, including any supplements or amendments thereto.
- h) “Registration Fee” means a fee charged to a Member Account for use of the platform or each Shared Project/Mandate as may be set forth in the Membership Agreement of the Member Account or in this TOS. For clarity, at this time, investors are not charged any fees, including registration fees, though Nvestiv reserves the right to charge fees in the future with advanced notice for subsequent Capital Raise Transactions as further contemplated in the TOS.
- i) “Platform” means the products, features, contents, applications and services provided by Nvestiv on its websites.
- j) “Securities Act” means the applicable securities act, together with the rules and regulations promulgated thereunder.

- k) "Shared Project/Mandate" is a Project/Mandate that is shared with a Member Account.
- l) "Transaction" refers to any money allocated from one member account to another as a result of the use of the platform or any introduction made by Nvestiv. Typically, a transaction fee is in connection with a project/mandate on the platform, although a transaction fee is due to Nvestiv even if an allocation was made towards a project not listed by the manager on the platform. The value of each transaction is one hundred thousand (100,000 USD) US dollars.
- m) "Transaction fee" means any "per deal fee" as contemplated in the Membership Agreement or in the TOS that is paid to Nvestiv in connection with a Capital Raise Transaction.
- n) "Tail" means the sixty (60) month period following the receipt of the identity and contact details of a specific match pertaining to a Shared Project or Mandate.
- o) "Transaction Consideration" refers to the amount of capital raised by the manager, and by extension, placed by the investor for any given transaction. Transaction Consideration can encompass the dollar amount being exchanged, or the transaction as a whole (also referred to as a ticket).

4. Eligibility to Use Nvestiv

- a) The Platform is offered only for your use, and not for the use or benefit of any third party. Users agree not to disclose contents and intellectual property of Nvestiv to any unauthorized third parties such as competitors, marketing firms, etc.
- b) We may, in our sole discretion, refuse to offer the Platform to any person or entity and change our eligibility criteria at any time.
- c) You are solely responsible for ensuring that as applicable to you, the "TOS" is in compliance with all applicable laws, statutes, ordinances, rules and regulations.
- d) Any breach of the "TOS" shall cause the Member Account and each User that caused any such breach to be liable to Nvestiv for any and all damages suffered by Nvestiv.
- e) Your right to access the Platform will be immediately revoked where
- f) the "TOS" or use of the Platform is prohibited,
- g) you materially breach the "TOS",
- h) to the extent the offering, sale or provision of the Platform conflicts with any applicable law, statute, ordinance, rule or regulation, or
- i) as otherwise contemplated in the "TOS".
- j) Nvestiv reserves the right to refuse service, terminate relationships, and/or cancel membership in its sole discretion.
- k) If you do not agree to the "TOS", the Membership Agreement, the Privacy Policy, or any other subsequently referenced agreements or documentation, you must not access the Platform.

5. Age Requirement

In order to create a Member Account or be a User of the Platform, you represent and warrant that you are at least 18 years of age. If you are under age 18, you may not, under any circumstances or for any reason, use the Platform.

6. Accredited Investor Certification

In order to participate in the Platform as an investor or lender, you must be an “Accredited Investor” and you hereby represent and warrant that you are an Accredited Investor. An Accredited Investor may include, to the extent set out in applicable securities laws, the following categories of investors (among others):

- a) a corporation, partnership, or charitable organization not formed for the specific purpose of acquiring the securities offered, with total assets exceeding \$5 million USD.
- b) an entity in which all the equity owners are Accredited Investors.
- c) a natural person who has individual net worth, or joint net worth with the person’s spouse, that exceeds \$1 million USD at the time of such person’s purchase of the securities, excluding the value of the primary residence of such person.
- d) a natural person with individual income exceeding \$200,000 USD in each of the two most recent years or joint income with a spouse exceeding \$300,000 USD for each of those years and a reasonable expectation of reaching the same income level in the current year.
- e) a bank, savings and loan association, insurance company, registered investment company, registered broker or dealer, business development company, or a licensed small business investment company.
- f) an employee benefit plan, if a bank, savings and loan association, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million USD or if such plan is a self-directed plan, with investment decisions made solely by persons that are accredited investors.
- g) a director, executive officer, or general partner of the issuer of the securities being offered or sold or any director, executive officer or general partner of a general partner of that issuer; or
- h) a trust with total assets in excess of \$5 million USD, not specifically formed to acquire the securities offered, whose purchases are directed by a sophisticated person.

Promises of Conduct

7. Registration

Complete information and keep your Member Account or User information updated. You shall not:

- a) select or use as a username or a name of another person with the intent to impersonate that person.
- b) use as a username a name subject to any rights of a person other than you without appropriate authorization.
- c) use, as a username, a name that is otherwise offensive, vulgar or obscene.
- d) You are solely responsible for the activity that occurs on your Member Account, and for keeping your User account secure. You may never use another person’s User account or registration information for the Platform without authorization from the Member Account associated with such User. You must notify us of any change in your eligibility to use the 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.

- a) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Platform (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction.
- b) modify, translate, or otherwise create derivative works of any part of the Platform.
- c) or copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder.
- d) We reserve the right to access, read, preserve, and disclose information (other than any information that you designate as confidential) to the extent necessary to satisfy any applicable law, regulation, legal process or governmental request.
- e) enforce the “TOS”, including without limitation, investigation of potential violations hereof.
- f) detect, prevent, or otherwise address fraud, security or technical issues.
- g) respond to user support requests.
- h) or protect the rights, property or safety of us, our Members, Users and the public.

Membership Fees & Services

Nvestiv does not represent any parties in capital raising activities and has a Software as a Service (SaaS) business model. Nvestiv is a software solution, and to our knowledge, does not fall under the jurisdiction of the Securities and Exchange commission (USA) or FINRA regulatory jurisdiction. When set forth in a membership agreement, Member Accounts shall pay to Nvestiv a fixed Transaction Fee in connection with transactions in accordance with the following terms. A “transaction” is defined as an allocation from an investor on the Nvestiv platform to the Member Account.

9. Registration Fee & Transaction Fees

There are no fees for allocators. Pricing for Premium Accounts is specified in separate engagement agreement.

10. Requirement to Disclose

You agree to notify Nvestiv within five (5) business days, via the Platform or via email (email: info@nvestiv.com or via your Nvestiv Account Manager) when any of the following events have occurred:

- a) You or your firm/company have submitted or entered into any agreement, memorandum (for example, a written IOI, written Term Sheet, written LOI, or similar equivalent), or other understanding with respect to a Project/Mandate with another user on the platform.
- b) The occurrence of a Capital Raise Transaction as a result of an introduction made through the Nvestiv platform.
- c) You also agree to keep Nvestiv informed from time to time of the estimated closing timeline for a Shared Project/Mandate and the Transaction Consideration (as defined above), including the timing of any future allocations and/or deferred payments.
- d) Each Member Account agrees and acknowledges to furnish updates and information required to be disclosed pursuant to the TOS regarding the applicable Shared Project/Mandate, and that for these purposes, Nvestiv shall be treated, if necessary, as a representative of each Member Account or any affiliate of the Member Account.

- e) To the extent a Member Account elects to terminate their Membership at any time, the Member Account remains contractually obligated to the above disclosure requirements with respect to any still active Shared Deal Opportunities for the entirety of the Tail Period.
- f) Member Accounts who fail to adhere to the above disclosure requirements may be in “material breach” of the TOS and may be suspended, flagged, or removed from the Nvestiv platform at Nvestiv’s sole discretion, and subject to financial penalties and legal ramifications.

11. Remedies for Failure to Disclose Capital Raise Transactions

- a) If a Member Account fails to notify Nvestiv of a successful Capital Raise Transaction originated through the Platform and Nvestiv separately, and through its own means, discovers the Capital Raise Transaction, the Member Account shall promptly pay to Nvestiv, as liquidated damages and not as a penalty, an amount equal to five (5x) times the Transaction Fee due per transaction.
- b) We reserve the right to access, read, and disclose information (other than any information that you designate as confidential) to the extent necessary to enforce the payment of Transaction Fees.

12. Intellectual Property and Copyright

The Contents of the Platform are the property of Nvestiv or its content suppliers and are subject to the copyright or other intellectual property rights of Nvestiv and to the terms of licenses held by Nvestiv. Such intellectual property is protected by federal and state law.

13. User License

- a) Subject to the “TOS”, we grant each user of the Platform a worldwide, non-exclusive, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) content solely for purposes of accessing and using the Platform.
- b) Any unauthorized use, reproduction, modification, distribution, transmission, republication, display or performance of the content and software on this Platform, or of any products or services sold by Nvestiv, is strictly prohibited.
- c) You may copy information from the Platform only as strictly necessary for your own use of the Platform. Otherwise, no portion of the Platform may be reproduced, duplicated, copied, sold, resold, licensed, rented or otherwise exploited for any commercial purpose that is not expressly permitted by Nvestiv.
- d) The commercial use or public dissemination of any information and data gathered from Nvestiv 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 Nvestiv to equitable relief, in addition to any other available remedies.

14. User Content

All Content added, created, uploaded, submitted, distributed, or posted to the 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 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, droit moral rights, trademarks, contract rights, or any other intellectual property or proprietary rights.

15. License to Nvestiv

You grant to Nvestiv a limited, non-exclusive, non-sublicensable and non-transferable license to use any information disclosed to Nvestiv, whether it is deemed User Content or information disclosed pursuant to the section "Requirement to Disclose," solely for purposes of marketing the Platform, provided that in no event shall Nvestiv use the actual names of the parties.

In addition, Nvestiv shall be permitted to aggregate all such information for internal or commercial purposes, provided that in no event shall any such information sold include the actual names of the parties unless that information is already in the public domain.

16. Availability of Content

We do not guarantee that any Content will be made available on the Platform or through the Services. Nvestiv reserves the right, in its sole discretion, to 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 "TOS"), or for no reason at all; and to remove or block any Content from the Platform.

17. Copyright Infringement

- a) If you believe that any material contained in the Platform infringes your intellectual property, you should notify Nvestiv of the alleged infringement in accordance with the following procedure: Send any notification of claimed copyright infringement to info@nvestiv.com
- b) To be effective, the notification must be in writing and include the following information:
 - I. physical or electronic signature of the owner or authorized agent of the owner of the allegedly infringed work.
 - II. identification of the allegedly infringed work; identification of the material that is claimed to be infringing and reasonably sufficient information for Nvestiv to locate the material.
 - III. contact information of the notifying party, such as address, telephone number and email.
 - IV. statement that the notifying party has a good faith belief that the use of the material in the manner complained of is not authorized by the owner of the allegedly infringe work, its agent or the law; and
 - V. a statement, under penalty of perjury that the information in the notification is accurate and the notifying party is the owner or authorized agent of the allegedly infringed work.

18. Hyperlinks

- a) The Platform may contain links to third party websites, and other websites may contain links to the 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 Nvestiv of any information contained in any third-party website.
- b) In no event shall Nvestiv be responsible or liable for the information contained on that third party website, your use of or inability to use such website and any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such information, products or services available on or through any such website.
- c) You should also be aware that the terms and conditions of such website and the website's Privacy Policy may be different from those applicable to your use of the Platform.

19. Third Party Content

- a) Certain portions of the 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.
- b) Nvestiv has no obligation to monitor, does not control and does not investigate or validate such Third-Party Content; provided that Nvestiv reserves the right at all times (but will not have an obligation) to remove any Third-Party Content.
- c) By using this Third Party Content, you agree to not rely on the Third Party Content in connection with your use of the Platform and understand that you may be exposed to Third Party Content that is, without limitation, inaccurate, inappropriate, misleading, unlawful, offensive or otherwise objectionable, and that Nvestiv makes no representations or warranties regarding the Third Party Content and is not responsible or liable in any manner for the Third Party Content or the conduct, whether online or offline, of any User.
- d) 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.
- e) You should independently evaluate and verify all Third-Party Content.

Key Legal Points

20. Anti Money Laundering

- a) Nvestiv shall retain the right to refuse service and/or terminate membership of any user due to a lack of information or for any other reason whatsoever. Nvestiv, in its sole judgment, acting reasonably, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist or economic sanction legislation, regulation or guideline.

