

By using Catalist by VentureIQ you agree to the following Terms and Conditions

Introduction

This Agreement contains all of the terms and conditions of Venture IQ B.V. applicable to the use of the VENTURE IQ products and services and the www.ventureiq.io website (the "Site" or "Catalist") and through any VENTURE IQ mobile application (collectively, "VENTURE IQ"). Please read this Agreement before using Catalist. Use of Catalist constitutes an agreement with the Terms of Service (this "Agreement"), whether or not you register as a VENTURE IQ user (a "User"). If you wish to become a User and make use of VENTURE IQ products and services, including but not limited to the Site (collectively, the "Service"), then please read this Agreement. By using VENTURE IQ, all Users do hereby represent, warrant, understand, agree to and accept all terms and conditions contained herein. If you object to anything in this Agreement or the VENTURE IQ Privacy Policy, do not use VENTURE IQ. This Agreement is subject to change by VENTURE IQ at any time, effective upon posting on the Service, and your use of the Service after such posting will constitute acceptance by you of such changes.

Purpose

At Venture IQ, our mission is to make company searches and selection processes more cost-efficient and less time-consuming. We believe that the innovative technology we have built and continue to develop for our online tool "Catalist" can enable financial professionals to scale their efforts and generate greater returns than ever before.

Your Obligations

License and warranty for your submissions to VENTURE IQ

You own the information, text, or graphics ("Content") you provide VENTURE IQ under this Agreement, with the exception of the company names and websites of the companies you add to our database. You may request the deletion of your Content, with the exception of the company names and websites, at any time, unless you have shared information or content with others and they have not deleted it. Additionally, you grant VENTURE IQ a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any company names and URLs ("Information") you provide, directly or indirectly to VENTURE IQ. By providing Information to us, you represent and warrant that you are entitled to submit the Information and that the Information is accurate, not confidential, and not in violation of any contractual restrictions or other third party rights.

You are not relying on VENTURE IQ and you understand that we do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service.

You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, and that you have no claim against VENTURE IQ for any such material.

Service Eligibility

To be eligible to use the Service, you must meet the following criteria and represent and warrant that you: (1) are 18 years of age or older; (2) are not currently restricted from the Service, or not otherwise prohibited from having a VENTURE IQ account, (3) are not a competitor of VENTURE IQ or are not using the Service for reasons that are in competition with VENTURE IQ; (4) will only maintain one VENTURE IQ account at any given time; (5) have full power and authority to enter into this Agreement and doing so will not violate any other agreement to which you are a party; (6) will not violate any rights of VENTURE IQ, including intellectual property rights such as copyright or trademark rights; and (7) agree to provide at your cost all equipment, software, and Internet access necessary to use the Service.

Sign-In Credentials

You agree to: (1) Keep your password secure and confidential; (2) not permit others to use your account; (3) refrain from using other Users' accounts; (4) refrain from selling, trading, or otherwise transferring your VENTURE IQ account to another party; and (5) refrain from charging anyone for access to any portion of VENTURE IQ, or any information therein. Further, you are responsible for anything that happens through your account until you close down your account. If you become aware of any unauthorized use of your account information, you agree to notify VENTURE IQ immediately. To close your account, please

contact us via email at info@ventureiq.nl or via mail to VentureIQ, Nieuwe Prinsengracht 39 1018EG Amsterdam.

Indemnification

You indemnify us and hold us harmless for all damages, losses and costs (including, but not limited to, reasonable attorneys' fees and costs) related to all third party claims, charges, and investigations, caused by (1) your failure to comply with this Agreement, including, without limitation, your submission of Content that violates third party rights or applicable laws, (2) any Content you submit to other Users, VENTURE IQ and/or the Service, and (3) any activity in which you engage on or through VENTURE IQ.

In particular, you agree to indemnify and hold VENTURE IQ (and any employee, officer, director or affiliate or subsidiary of VENTURE IQ, each a "Company Person") harmless (including costs and attorneys' fees) from any claim or demand made by any third party due to or arising out of your access to or use of the Service, the violation of this Agreement by you, the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, or for any Content posted through the Service by you (including claims related to defamation, invasion of privacy, or other violation of a person's rights). Your obligations under the foregoing indemnity may not be offset against any other claim you may have against VENTURE IQ or any Company Person. You remain solely responsible for all Content that you upload, post, email, transmit, or otherwise disseminate using, or in connection with, the Service. You agree that the provisions in this paragraph will survive any termination of your account(s) or the Service.

In addition, you hereby release any claims you may have against VENTURE IQ and any Company Person that are in anyway related to the Service or your use of Content offered through the Service, including any recommendations or referrals you may receive as a result of your registration with VENTURE IQ. You are solely responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third parties partners.

You understand that VENTURE IQ employees and affiliates may participate in the Service and that VENTURE IQ is not responsible for any of their activities, including statements or other information in any emails or other communications such individuals make in that capacity.

Notifications and Service Messages

For purposes of service messages and notices about the Services to you, VENTURE IQ may place a banner notice across its pages to alert you to certain changes such as modifications to this Agreement. Alternatively, notice may consist of an email from VENTURE IQ to an email address associated with your account, even if we have other contact information. You also agree that VENTURE IQ may communicate with you through your VENTURE IQ account or through other means including email, mobile number, telephone, or delivery services including the postal service about your VENTURE IQ account or services associated with VENTURE IQ. You acknowledge and agree that we shall have no liability associated with or arising from your failure to do so to maintain accurate contact or other information, including, but not limited to, your failure to receive critical information about the Service.

Privacy and Protection of Personal Information

You should carefully read our full Privacy Policy before deciding to become a User as it is hereby incorporated into this Agreement by reference, and governs our treatment of any information, including personally identifiable information you submit to us. Please note that certain information, statements, data, and content (such as photographs) which you may submit to VENTURE IQ, the Site, the Service, and/or other Users, may reveal your gender, ethnic origin, nationality, age, and/or other personal information about you. You acknowledge that your submission of any information, statements, data, and Content to us is voluntary on your part.

Contributions to VENTURE IQ

By submitting ideas, suggestions, documents, and/or proposals ("Contributions") to VENTURE IQ through its suggestion or feedback webpages on the Site, you acknowledge and agree that: (a) your Contributions do not contain confidential or proprietary information; (b) VENTURE IQ is not under any obligation of confidentiality, express or implied, with respect to the Contributions; (c) VENTURE IQ shall be entitled to use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (d) VENTURE IQ may have something similar to the Contributions already under consideration or in development; (e) you irrevocably assign to VENTURE IQ all rights to your Contributions; and (f) you are not entitled to any compensation or reimbursement of any kind from VENTURE IQ under any circumstances.

Requirements of Membership

You have the right, authority, and capacity to enter into this agreement on your own behalf and on behalf on any entity for whom you are acting and to abide by all of the terms and conditions contained herein, and that if any aspect of your participation in VENTURE IQ violates provisions of local law to which you are subject, you will cease using the Service and close your account.

Requirements Related to Investments

You will use your own judgment before making any decision to invest or to accept an investment. You will be solely responsible for complying with applicable law regarding any transaction, including without limitation the determination of whether any investor is an Accredited Investor and whether any investment complies with the terms of local law (whether the law of a US state, or the law of any foreign government with jurisdiction over you or any investor). You will obtain such professional advice as is appropriate to protect your interests, including legal, accounting and other advice.

Securities Solicitation Policy

The Service is for information purposes only and does not constitute and should not be construed as a solicitation or offer, or recommendation to acquire or dispose of any investment or to engage in any other transaction, or advice of any nature whatsoever. If the User seeks advice rather than information it should seek an independent advisor and hereby agrees that it will not hold VENTURE IQ responsible in law or

equity for any decisions of whatsoever nature the User makes or refrains from making following its use of the Service.

Other Covenants Necessary to Allow Us to Provide the Service

- You acknowledge that VENTURE IQ is not obligated to pay you or to cause any other party to pay you anything with respect to your activities on VENTURE IQ, or to feature or otherwise display your Content or Contributions on the Site.
- You acknowledge that you do not rely on VENTURE IQ to monitor or edit the Service (including emails initiated by individuals, regardless of whether those individuals are otherwise associated with VENTURE IQ) and that the Service may contain Content or Contributions which you find offensive or which is untrue or misleading and you hereby waive any objections you might have with respect to viewing such Content or Contributions.
- You agree that this Agreement does not entitle you to any support, upgrades, updates, add-ons patches, enhancements, or fixes for the Services (collectively, "Updates"). VENTURE IQ, however, may occasionally provide automatic Updates to the Service at its sole discretion (and without any advanced notification to you). Any such Updates for the Service shall become part of the Service and subject to this Agreement.

If you operate, manage or otherwise control a search engine or robot, or you republish a significant fraction of VENTURE IQ Content (as we may determine in our reasonable discretion), you must additionally follow these rules:

- You must use a descriptive user agent header.
- You must follow robots.txt at all times.
- You must make it clear how to contact you, either in your user agent string, or on your website if you have one.

Our Rights

Service Availability

For as long as VENTURE IQ continues to offer the Service, VENTURE IQ may provide and seek to update, improve and expand the Service. As a result, we allow you to access VENTURE IQ as it may exist and be available on any given day and have no other obligations, except as expressly stated in this Agreement. We may modify, replace, refuse access to, suspend or discontinue VENTURE IQ, partially or entirely, or change and modify prices for all or part of the Services for you or for all our users in our sole discretion. All of these changes shall be effective upon their posting on our Site or by direct communication to you unless otherwise noted. VENTURE IQ further reserves the right to withhold, remove and or discard any Content available as part of your account, with or without notice if deemed by VENTURE IQ to be contrary to this Agreement. For avoidance of doubt, VENTURE IQ has no obligation to store, maintain or provide you a copy of any Content that you or other Users provide when using the Services

Connections and Interactions with other Users

You are solely responsible for your interactions with other Users. VENTURE IQ may limit the number of connections you may have to other Users and may, in certain circumstances, prohibit you from contacting other Users through use of the Service or otherwise limit your use of the Service.

VENTURE IQ reserves the right, but has no obligation, to monitor disputes between you and other Users and to restrict, suspend, or close your account if VENTURE IQ determines, in our sole discretion.

If you have a dispute with other Users, you release VENTURE IQ and hereby agree to indemnify VENTURE IQ from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such dispute.

Disclaimers

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

DO NOT RELY ON VENTURE IQ, ANY INFORMATION THEREIN, OR ITS CONTINUATION. WE PROVIDE THE PLATFORM FOR VENTURE IQ AND ALL INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS. VENTURE IQ DOES NOT CONTROL OR VET USER GENERATED CONTENT FOR ACCURACY. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS.

TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT. IF YOU ARE DISSATISFIED OR HARMED BY VENTURE IQ OR ANYTHING RELATED TO VENTURE IQ, YOU MAY CLOSE YOUR VENTURE IQ ACCOUNT AND TERMINATE THIS AGREEMENT IN ACCORDANCE WITH SECTION VI ("TERM AND TERMINATION") AND SUCH TERMINATION SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

VENTURE IQ IS NOT RESPONSIBLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES FOR THE DELIVERY OF ANY MESSAGES SENT THROUGH VENTURE IQ TO ANYONE. IN ADDITION, WE NEITHER WARRANT NOR REPRESENT THAT YOUR USE OF THE SERVICE WILL NOT INFRINGE THE RIGHTS OF THIRD PARTIES. ANY MATERIAL, SERVICE, OR TECHNOLOGY DESCRIBED OR USED ON THE WEBSITE MAY BE SUBJECT TO INTELLECTUAL PROPERTY RIGHTS OWNED BY THIRD PARTIES WHO HAVE LICENSED SUCH MATERIAL, SERVICE, OR TECHNOLOGY TO US.

VENTURE IQ DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE USERS USING THE SERVICE, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF THE SERVICE BY OTHER USERS; THEREFORE, VENTURE IQ DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION. VENTURE IQ DOES NOT GUARANTEE THAT THE SERVICE WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE SERVICE MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. VENTURE IQ DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, VENTURE IQ DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SITE DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

Limitation of Liability

SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

Neither VENTURE IQ nor any of our subsidiaries, affiliated companies, employees, shareholders, or directors (collectively, "VENTURE IQ Affiliates") shall be cumulatively liable for (a) any damages in excess of the amount you have paid VENTURE IQ in the ninety (90) days immediately preceding the date on which you first assert any such claim, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Service, any platform applications or any of the content or other materials on, accessed through or downloaded from VENTURE IQ. This limitation of liability is part of the basis of the bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall apply regardless of whether (1) you base your claim on contract, tort, statute or any other legal theory, (2) we knew or should have known about the possibility of such damages, or (3) the limited remedies provided in this section fail of their essential purpose.

Term and Termination

Unless terminated by VENTURE IQ, this Agreement will remain in full force and effect while you use any of the Services. You may terminate this Agreement at any time by deleting all Content you have provided to VENTURE IQ and ceasing to use the Service. VENTURE IQ may terminate this Agreement at any time, particularly if you violate any provision of this Agreement. Upon termination of this Agreement for any reason, you shall destroy and remove from all computers, and other storage media all copies of the any intellectual property owned by VENTURE IQ or any other User that you acquired by use of the Service. Your representations in this Agreement and the provisions of Sections II and any other provision which by their nature are designed to survive termination shall survive any termination or expiration of this Agreement.

Dispute Resolution

Law and Forum for Legal Disputes

This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the Netherlands regardless of your country of origin or where you access VENTURE IQ, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and VENTURE IQ agree that all claims arising out of or related to this Agreement must be resolved exclusively by a court located in The Netherlands. You and VENTURE IQ agree to submit to the personal jurisdiction of the courts located within the Netherlands for the purpose of litigating all such claims. Notwithstanding the above, you agree that VENTURE IQ shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

Waiver/Severability. The failure of VENTURE IQ to require or enforce strict performance by you of any provision of this agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of VENTURE IQ's right to assert or rely upon any such provision or right in that or any other instance. In fact, VENTURE IQ may choose to enforce certain portions of this Agreement more strictly or to interpret certain provisions more strictly against certain Users than it does against Users in general, and such disparate treatment shall not be grounds for failing to comply with this Agreement as so interpreted. If any portion of this Agreement is deemed unlawful, void or enforceable by any court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from the Agreement.

Statute of Limitations

You and VENTURE IQ both agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service, this Agreement must be filed within ONE (1) YEAR after such claim or cause of action arose or be forever barred.

No Third Party Beneficiaries

This Agreement is between you and VENTURE IQ. No User has any rights to force VENTURE IQ to enforce any rights it may have against any you or any other User.

Copyright Policy

VENTURE IQ respects the intellectual property rights of others and expects Users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. The Digital Millennium Copyright Act (DMCA) provides recourse to copyright owners who believe that their rights under the United States Copyright Act have been infringed by acts of third parties over the Internet. If you believe that your copyrighted work has been copied without your authorization and is available on or in the Service in a way that may constitute copyright infringement, you may provide notice of your claim to VENTUREIQ as outlined in VENTUREIQ's copyright policy below:

If you believe that any material on the Service violates this Agreement or your intellectual property rights, please notify VENTUREIQ as soon as possible by sending an email to info@ventureiq.nl, or by mailing a letter to the VENTUREIQ Copyright Agent (listed below) containing the following information in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.