

SUBSCRIPTION AND SERVICES AGREEMENT

This Subscription and Services Agreement (“**Agreement**”) is entered into by and between the individual who has created an account via the Purchase Page (as defined below) as well as any applicable business entity and/or family office for which such account was created (collectively, “**you**” “**your**” or “**User**”) and Apex US Distribution LLC. The terms of this Agreement, together with any documents expressly incorporated by reference, govern your access to and use of the ApexInvest.io software platform, including any specific functionalities you selected on the account creation and/or purchase page for the ApexInvest.io software platform (the “**Purchase Page**”) as well as any data, source code, templates, tools, processes, methodologies, trade secrets, or other information contained therein, including any improvements or enhancements made thereto (the “**Services**”). To the extent you purchase, register for, or participate in any ApexInvest Events (as defined herein) your use of the Services related thereto and purchase, registration and/or participation in ApexInvest Events will also be governed by the terms of Section 13.

By clicking to accept or agree to this Agreement when this option is made available to you, you accept and agree to complete such documents as may be required by ApexInvest.io to access the Services and to be bound and abide by the terms of this Agreement and our Privacy Policy (found at <https://media.apexinvest.io/context365-data/policies/PrivacyPolicy.pdf> and hereinafter referred to as, the “**Privacy Policy**”) and Terms of Use (found at <https://media.apexinvest.io/context365-data/policies/TermsOfUse.pdf>) (“collectively, the “**ApexInvest Policies**”), each of which are incorporated herein by reference. Any conflicts between such terms and disclosures and this Agreement will be governed by this Agreement except in the case of the Privacy Policy which will govern with respect to non-public personal information about individuals. To the extent you have purchased the Services on behalf of a company or other business entity, including but not limited to a family office, you additionally represent that you have the authority to enter into this Agreement on behalf of such entity, and agree that the entity and any of its members or employees who are authorized to act as Users, will be bound by this Agreement. If you and your business entity do not wish to be bound by this Agreement, you may not use the Services. This Agreement shall be effective as of the date on which you click your acceptance of, or agreement with, this Agreement (the “**Effective Date**”). If you are an investor, you acknowledge and agree that by using the Services you agree to be contacted by private fund managers and other users who are also using the Services. If you are a private fund adviser, you hereby acknowledge and agree that by using the Services you agree to have your Account Information shared with (i) third party services providers who may contact you for purposes of discussing the services they offer and (ii) other users of the Services.

1. SAAS SERVICES AND SUPPORT

1.1 Subject to the terms of this Agreement, (i) Apex hereby grants User a limited, non-exclusive, non-transferable, non-sublicensable license to use the Services during the Term (as defined below) subject to the terms and conditions set forth herein and any limitations or usage restrictions, including but not limited to, the number of authorized users set forth on the Purchase Page; and (ii) Apex will use commercially reasonable efforts to provide User the Services. As part of the registration process, User will identify an administrative user name and password for User’s ApexInvest.io account as well as certain registration details or other information. User agrees that all information provided to register with, or in connection with User’s use of, the Services, including but not limited to through the use of any interactive features, is governed by the Privacy Policy and User consents to all actions Apex takes with respect to its information consistent with the Privacy Policy. Apex reserves the right to cancel or require the modification of user names and/or passwords at any time for purposes of security or compliance with this Agreement or Applicable Law. Additional limitations and requirements for users, user names or passwords may be set forth on the Purchase Page or in other disclosures regarding the Services.

1.2 Subject to the terms hereof, Apex will provide User with reasonable technical support services in accordance with Apex’s standard practices.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, copy, or create derivative works based on, the Services; use the Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; share any log-in or account credentials with any third party other than User’s employees or agents for whom User has purchased a subscription; or remove any proprietary notices or labels contained within the Services.

2.2 User represents, covenants, and warrants that User will use the Services only in compliance with (i) this Agreement and the Apex Policies, as each may be updated or amended from time to time as provided herein; (ii) any additional published policies or disclosures about the Services then in effect; (iii) any additional usage restrictions set forth on the Purchase Page; and (iv) Applicable

Law (hereafter defined). Although Apex has no obligation to monitor User's use of the Services, Apex may do so and, to the extent Apex determines that User is in violation of any of the foregoing it shall be deemed a material breach of this Agreement.

2.3 Apex may revise and update the terms of this Agreement from time to time in our sole discretion and without prior notice, except that we will notify you of any material changes to the Agreement, including, but not limited to, changes to the payment terms, dispute resolution, governing law and jurisdiction provisions set forth herein ("**Material Changes**"). All changes are effective immediately upon posting by Apex, however, Material Changes will not apply to any disputes that arise prior to the date that User has actual notice of such Material Changes. User's continued use of the Services following the posting of a revised Agreement means that User accepts and agrees to the changes. You are expected to check <https://media.apexinvest.io/context365-data/policies/SubscriptionAgreement.pdf> from time to time so you are aware of any changes, as they are binding on you.

2.4 User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). User shall also be responsible for the operation, and maintaining the security, of the Equipment, User account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of User account or the Equipment with or without User's knowledge or consent.

2.5 You represent, warrant, covenant and agree to (i) completely, accurately, and timely complete your account and profile information (which includes eligibility questionnaire(s) for investors and profiles for managers/funds) (collectively, "**Account Information**"); (ii) that your Account Information complies with Applicable Law; and (iii) ensure that your Account information remains complete and accurate, and to promptly update your Account Information to the extent it becomes incomplete, inaccurate or untrue or as may be requested by Apex from time to time. To the extent you are a private fund adviser you acknowledge that you are required to provide and update information relating to the performance of your private fund(s) on a monthly basis. You further acknowledge that failure to provide such monthly updates may result in limited or discontinued use of the Services, in Apex's sole discretion. To the extent that you request that Apex input any Account Information to the Services on your behalf, (i) you agree to promptly review such Account Information as it appears in the Services and immediately notify Apex of any errors or omissions resulting from Apex's entry of the associated data; (ii) you acknowledge that your sole remedy for any such errors or omissions is for Apex to promptly correct such errors or omissions upon receipt of notice from you and Apex shall have no further liability with respect thereto.

2.6 In addition to any other restrictions set forth herein, User may not use the Services (including, without limitation, through User-Posted Materials (hereafter defined)): (i) for the purpose of exploiting, harming or attempting to exploit or harm any third parties in any way by exposing them to inappropriate content, or otherwise; (ii) to send, knowingly receive, upload, download, use or re-use any material which does not comply with this Agreement and the Content Standards (as described in further detail below); (iii) to transmit, or procure the sending of, any unsolicited advertising or promotional material without our prior written consent, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (iv) to impersonate or attempt to impersonate Apex, an Apex employee, another user or any other person or entity; (v) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Services, or which, as determined by us, may harm Apex or users of the Services or expose them to liability; (vi) to develop any third-party applications that interact with the Services or other users' content or information, without our express written consent; (vii) in any way that attempts to gain unauthorized access to, interfere with, damage or disrupt any parts of the Services that you are not authorized to access, including any server, computer or database connected to the Services; (viii) in conjunction with any robots, spiders, scripts, service, software or any manual or automatic device, tool, or process designed to data mine or scrape the content, data or information from the Services, or otherwise access or collect the content, data or information from the Services using automated means; or (ix) in a way that circumvents any content-filtering techniques we employ or otherwise attempts to interfere with the proper working of the Services.

2.7 Users shall maintain appropriate information security policies and procedures and implement measures ("Policies and Procedures") to monitor and protect any data and information (including any personal data) ("Information") maintained and provided by or on behalf of Apex from theft, unauthorized disclosure and unauthorized access. For the avoidance of doubt, such Policies and Procedures shall include providing appropriate training to their staff and conducting their own security audits as required.

3. **USER-POSTED MATERIALS**

3.1 The Services allow users to post, submit, publish, display or transmit to other users (hereinafter, "**post**") content or materials (collectively, along with Account Information able to be viewed by other users, "**User-Posted Materials**") on or through the Services. All User-Posted Materials must comply with the Content Standards. User acknowledges that User-Posted Materials will be considered non-proprietary and may be published via the Services for viewing by other users. User acknowledges that while the confidentiality terms of this Agreement prohibits the external sharing or publication of User-Posted Materials, it is possible that non-user third parties may view User-Posted Materials. By providing any User-Posted Materials on the Services, you grant Apex and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute, promote, broadcast, and otherwise disclose to third parties any such material for any purpose in any and all media or

distribution methods now known or later developed in accordance with the Privacy Policy and Applicable Law. Notwithstanding the foregoing, if User becomes in possession of any material, non-public information about an issuer or security that is discussed, presented, or otherwise made available to User through the Services (whether by another user of the Services or otherwise), such material, non-public information must be kept confidential and may not be distributed, shared, or disclosed to any third party (whether verbally or in

writing or other tangible form) without the express prior written approval of Apex or its designee and in accordance with Applicable Law.

3.2 To the extent you appear in, create, upload, post, or send User-Posted Materials, you hereby grant Apex and our respective licensees, successors and assigns, the unrestricted, worldwide, perpetual right and license to use your name, likeness, image and voice, including in connection with commercial or sponsored content made available as part of the Services. You acknowledge that you will not be entitled to any compensation from Apex, our affiliates, or our business partners if your name, likeness, or voice is conveyed through the Services, either on the Services or on one of our business partner's platforms.

3.3 You represent and warrant that: (i) you own or control all rights in and to the User-Posted Materials and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns; and (ii) all of your User-Posted Materials do and will comply with this Agreement (including, without limitation, Section 4.1) and Applicable Law, including, without limitation, any User-Posted Materials concerning investment opportunities or fund raising needs shall be accurate, complete, and timely. Furthermore, you hereby agree not to post or otherwise make available via the Services any advertising or marketing materials unless such materials are in compliance with Applicable Law and are otherwise permitted pursuant to this Agreement.

3.4 You acknowledge and agree that you are solely responsible for any User-Posted Materials you submit or contribute, and you, not Apex, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. You acknowledge and agree that neither Apex nor its affiliates are responsible or liable to you, any other user or any third party for the content, timeliness, completeness or accuracy of any User-Posted Materials posted by you or any other user of the Services and Apex and its affiliates specifically disclaim such responsibility and liability to you, any other user and any third party.

3.5 Apex has the right, at its sole discretion, to: (i) remove or refuse to post any User-Posted Materials (in whole or in part) for any or no reason; (ii) take any action with respect to any User-Posted Materials that Apex deems necessary or appropriate, including if Apex believes such User-Posted Materials violate this Agreement, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Services or the public or could create liability for Apex; (iii) disclose your identity or other information about you to any third party (including a regulatory or governmental body) who claims that User-Posted Materials or materials otherwise provided by you violate Applicable Law or their rights, including their intellectual property rights or their right to privacy; (iv) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Services; and (v) terminate or suspend your access to all or part of the Services for any or no reason, including without limitation, any violation of this Agreement or the terms of any other commercial agreement you have entered into with Apex or its affiliates.

3.6 Apex may enable users to contact other users with marketing emails or other communications outside of the Services using contact information you have provided, subject to the Privacy Policy ("**Third Party Marketing Messages**"). The authors of such Third Party Marketing Messages are solely responsible for the contents of such communications and you hereby agree to hold Apex harmless from any claims relating to such Third Party Marketing Messages.

3.7 Without limiting the foregoing, Apex has the right to fully cooperate with any law enforcement, governmental, or regulatory authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Services. YOU WAIVE AND HOLD HARMLESS APEX AND ITS OWNERS, AFFILIATES, LICENSEES AND SERVICE PROVIDERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY APEX (OR ANY OF THE FOREGOING PARTIES) DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER APEX OR SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

3.8 Notwithstanding anything to the contrary, Apex does not and will not undertake to review any or all Third Party Marketing Messages or User-Posted Materials before being shared with users or otherwise posted on the Services, and cannot ensure prompt removal of objectionable material after it has been posted or distributed. Accordingly, you acknowledge and agree that Apex and its affiliates assume no liability for any action or inaction regarding transmissions, communications or content provided by any user of the Services or third party. Apex shall have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

4. CONTENT STANDARDS

4.1 Any User-Posted Materials you provide must, in their entirety, comply with all applicable federal, state, local and international laws and regulations (collectively, "**Applicable Law**"). In addition, the content standards set forth below ("**Content Standards**") apply to any and all User-Posted Materials. Without limiting the foregoing, User-Posted Materials must not: (i) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (ii) promote

sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (iii) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any third party; (iv) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under Applicable Law or that otherwise may be in conflict with this Agreement; (v) contain false, untrue or misleading information or otherwise be likely to deceive any person; (vi) promote any illegal activity, or advocate, promote or assist any unlawful act; (vii) cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person; (viii) impersonate any person, or misrepresent your identity or affiliation with any person or organization; or (ix) give the impression that they emanate from or are endorsed by Apex or any third party, if this is not the case.

4.2 Apex shall not be responsible for any breach of this Agreement by users of the Services, including any violation of the Content Standards. In the event that Apex determines, in its sole discretion, that you are violating this Agreement including any of the Content Standards it shall be deemed a material breach and Apex reserves the right to remove any applicable User-Posted Materials. Notwithstanding anything to the contrary, in the event of such breach Apex reserves the right to immediately restrict or terminate your access to the Services. In the event we determine that you are repeatedly infringing the copyrights of any third parties your account will be terminated and your continued access to the Services will be denied in accordance with the Digital Millennium Copyright Act (“DMCA”).

5. COPYRIGHT INFRINGEMENT

If you believe that any User-Posted Materials violate your copyright, you may submit a notification pursuant to the DMCA by providing us with the following information in writing (collectively, a “**Notice**”) (see 17 U.S.C 512(c)(3) for further details): (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interests; (ii) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work; (iii) identification of the URL or other specific location on the Services where the material that you claim is infringing is located; (iv) your address, telephone number, and email address; (v) a statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf. All Notices must be sent to our copyright agent via email. Notices relating to the ApexInvest.io platform must be sent to help@ApexInvest.io. CONFIDENTIALITY; PROPRIETARY RIGHTS

5.1 User understands that Apex has disclosed or may disclose business, technical or financial information relating to its business (hereinafter referred to as “**Proprietary Information**”), including non-public information regarding features, functionality and performance of the Services. User agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use or divulge to any third person any such Proprietary Information. Apex agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that User can document (a) is or becomes generally available to the public, (b) was in User’s possession or known by User prior to receipt from Apex, (c) was rightfully disclosed to User without restriction by a third party that is not another user of the Services, (d) was independently developed by User without use of any Proprietary Information of Apex or (e) is required to be disclosed by law.

5.2 Apex shall own and retain all right, title and interest in and to (a) the Services and all tools, templates, methods, processes, data, know-how, technology (including, but not limited to, source code) contained therein as well as any and all improvements, enhancements or modifications thereto and (b) all intellectual property rights related to any of the foregoing. Other than with respect to the limited license set forth herein, User shall have no rights to the Services.

5.3 Notwithstanding anything to the contrary, Apex shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning or comprising User-Posted Material and data derived therefrom), and Apex will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Apex offerings, and (ii) disclose such data solely in aggregate or other de-identified or anonymized form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6. PAYMENT OF FEES

6.1 User will pay Apex the applicable fees for the Services as set forth on the Purchase Page (the “**Fees**”). Apex reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon at least sixty (60) days’ prior notice to User (which notice may be sent by email). Within thirty (30) days of your receipt of a notice of any Fee increase you shall have the right to terminate this Agreement by providing Apex with written notice of such termination, which shall become effective one day prior to the date that any new Fee increases are scheduled to go into effect. If User believes that Apex has billed User incorrectly, User must

contact Apex no later than 60 days after the first invoice or billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Apex's customer support department. All prepaid Fees shall be non-refundable. Unless otherwise set forth on the Purchase Page, subscription Fees shall become due and owing upon the commencement of the Initial Term and each Renewal Term (as defined below).

6.2 Apex may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be paid upon receipt. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. User shall be responsible for all taxes associated with Services other than U.S. taxes based on Apex's net income. In addition to any of Apex's other rights or remedies hereunder, Apex shall have the right to suspend User's account and access to the Services in the event any invoice is unpaid.

6.3 To the extent you elect to pay any Fees electronically, (i) you authorize us, or our third party payment processor, to charge your debit or credit card or process other means of payment for those Fees; and (ii) you authorize us to automatically charge you upon the commencement of any Renewal Term. When you make a purchase, you agree not to use an invalid or unauthorized payment method. If your payment method fails, we reserve the right to suspend your account and your access to the Services until we receive the payment in full.

6.4 To the extent you purchase or are otherwise provided with any internal credits to be used towards your participating in certain meetings, unlocking certain features of the Services, or providing such credits to other users of the Services, you acknowledge that such credits, unless otherwise explicitly agreed by Apex in writing, (i) are for use only within the Services; (ii) have no independent monetary value; (iii) cannot be exchanged or redeemed for cash or other compensation; and (iv) will expire upon any termination of this Agreement.

7. TERM AND TERMINATION

7.1 Subject to earlier termination as provided below, unless another subscription period is selected on the Purchase Page, the term of this Agreement, and the subscription set forth in Section 1.1, shall commence on the Effective Date and shall continue for one year thereafter (the "**Initial Term**"). After the Initial Term, unless User provides Apex with at least thirty (30) days' written notice prior to the expiration of the then-current term of its intention not to renew the Agreement, this Agreement, and your subscription, shall automatically renew for successive periods of one year each (each, a "**Renewal Term**" and the Initial Term and any Renewal Terms shall be collectively known as the "**Term**").

7.2 This Agreement may be terminated as follows:

(i) User may terminate this Agreement upon thirty (30) days' notice if Apex materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within such thirty (30) day period.

(ii) Apex may terminate this Agreement or suspend User's access to the Services immediately for cause in the event Apex determines that User is (x) in breach of this Agreement or any other agreement between User and Apex or a Apex affiliate or (y) otherwise in violation of any Applicable Law. Prepaid Fees shall be non-refundable in the event of any such termination for cause.

(iii) Notwithstanding anything to the contrary, Apex reserves the right to terminate or suspend any subscription, and any Services provided therewith without cause, at any time, without notice, however, to the extent Apex elects to terminate the Services and/or this Agreement without cause Apex will provide User with a pro-rated refund of any pre-paid unused Fees for the remainder of the then-current Term.

7.3 Sections 2, 3.8, 3.9, 6-12, 13.3, 13.4, 13.5, 13.6, 14, and 15 shall survive termination of this Agreement

8. DISCLAIMER OF WARRANTIES

NEITHER APEX NOR ANY OF ITS AFFILIATES WILL BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF THE SERVICES OR CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT CUSTOMER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER'S USE OF THE SERVICES.

CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. ANY SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER APEX NOR ANY PERSON ASSOCIATED WITH APEX (INCLUDING ANY APEX AFFILIATE) MAKES ANY WARRANTY

OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER APEX NOR ANYONE ASSOCIATED WITH APEX REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS.

APEX HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

IF THE SERVICES MAY CONTAIN LINKS TO OTHER SITES AND RESOURCES PROVIDED BY THIRD PARTIES OR MAY INTEGRATE FEATURES OR TECHNOLOGIES PROVIDED BY THIRD PARTIES, THESE THIRD PARTY LINKS AND/OR FEATURES ARE PROVIDED FOR YOUR CONVENIENCE ONLY. APEX HAS NO CONTROL OVER THE CONTENTS OF THOSE SITES, RESOURCES OR FEATURES, AND ACCEPTS NO RESPONSIBILITY FOR THEM OR FOR ANY LOSS OR DAMAGE THAT MAY ARISE FROM YOUR USE OF THEM. IF CUSTOMER DECIDES TO ACCESS ANY OF THE THIRD PARTY WEBSITES LINKED TO BY THE SERVICES OR THIRD PARTY FEATURES OR TECHNOLOGIES INTEGRATED INTO THE SERVICES, YOU DO SO ENTIRELY AT YOUR OWN RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH WEBSITES.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

9. INDEMNITY

User agrees to defend, indemnify, and hold harmless Apex, its owners, affiliates, licensors, and service providers, and its and their respective owners, officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to (i) User's violation of this Agreement or (ii) User's registration for, or use of, the Services, including, but not limited to, any use of any information obtained from the Services or provided by User to Apex or other users of the Service or (iii) any investments, investment results or investment-related decisions or (iv) any disputes between User and any of User's employees, agents, or representatives or any other user of the Services, including, but not limited to, disputes between or among family office executives or employees and family members to the extent User is part of a family office.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL APEX, ITS OWNERS OR AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE, OR INABILITY TO USE THE SERVICES INCLUDING ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL APEX'S LIABILITY HEREUNDER EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO APEX PURSUANT TO THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

ANY CAUSE OF ACTION OR CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR CUSTOMER'S USE OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

IF, DUE TO A CLAIM OF INFRINGEMENT, THE SERVICES ARE HELD BY A COURT OF COMPETENT JURISDICTION TO BE OR ARE BELIEVED BY APEX TO BE INFRINGING, APEX MAY, AT ITS OPTION AND EXPENSE AND AS

USER'S SOLE AND EXCLUSIVE REMEDY (A) REPLACE OR MODIFY THE SERVICE TO BE NON-INFRINGEMENT PROVIDED THAT SUCH MODIFICATION OR REPLACEMENT CONTAINS SUBSTANTIALLY SIMILAR FEATURES AND FUNCTIONALITY, (B) OBTAIN FOR CUSTOMER A LICENSE TO CONTINUE USING THE SERVICE, OR (C) IF NEITHER OF THE FOREGOING IS COMMERCIALY PRACTICABLE, TERMINATE THIS AGREEMENT AND CUSTOMER'S RIGHTS HEREUNDER AND PROVIDE CUSTOMER A REFUND OF ANY PREPAID, UNUSED FEES FOR THE SERVICE.

11. FURTHER IMPORTANT DISCLOSURES

11.1 User has read and understands the Apex Policies. User agrees that (i) it is not using the Services for purposes of accessing any one particular adviser or fund and (ii) no investor including itself may invest in a fund advised by another user of the Services within thirty (30) days of subscribing or accessing the Services and (iii) that an investor must meet all eligibility requirements of a fund and adviser in order to invest as determined by the adviser and fund and not Apex. If User represents that it is a "qualified purchaser" within the meaning of Section 2(a)(51)(A) of the Investment Company Act of 1940, User also represents that it is an "accredited investor" within the meaning of Rule 501 of Regulation D under the Securities Act of 1933.]DN1]The information posted, provided or presented on or through the Services (including, without limitation, Account Information and User-Posted Materials) is made available solely for general information purposes. Apex is not responsible for and does not represent or warrant the accuracy, timeliness, completeness or usefulness of this information. Any reliance User places on such information is strictly at its own risk and such information is subject to definitive documents between advisers, funds and investors. Apex has not independently verified Account Information or User-Posted Materials or other adviser or investor information. Apex disclaims all liability and responsibility arising from any reliance placed on such information by User or by anyone who may be informed of any of its contents. It is User's responsibility to observe all applicable securities laws and financial regulations of any relevant jurisdiction.

11.2 User acknowledges and agrees that the Services may not be used to invest, purchase, assume, distribute, offer to sell, or sell any security or financial instrument or to carry out any financial service. Nothing provided on or through the Services shall constitute or be construed as an offer to sell, or a solicitation to purchase, any security or financial instruments, or as financial, legal, tax, or investment advice, or as suitability or investment recommendations (i.e., recommendations as to whether or not to "buy", "sell", "hold", or to enter or not to enter into any other transaction) or endorsement of any adviser, its strategies or any investor. Data and other information available on or through the Services should not be considered as information sufficient upon which to base an investment decision.

11.3 The registration of any User and/or any use of the Services, shall not in any way be construed as a recommendation or endorsement by Apex of such User (as investor, adviser, executive or otherwise) or any investment, product, or service offered by such User, and Apex shall not have (and nothing herein shall be read to imply or otherwise be interpreted as creating) any duty to evaluate or otherwise bear any responsibility whatsoever with respect to the qualifications of any user of the Services as an investor or adviser or any investments that are offered by any user of the Services. Investors assume sole responsibility and risk of their investment decisions and the due diligence related thereto. Advisers assume the sole responsibility and risk of their decisions regarding investors and the due diligence and obligations related thereto. All information provided on or through the Services is impersonal and not tailored to the need of any person, entity or group of persons. Apex does not express an opinion on the future or expected value of any security or other interests, does not explicitly or implicitly recommend or suggest an investment strategy of any kind and is not responsible for investment decisions or results. No representation is made that any adviser or fund will be successful. Past performance of an adviser is not indicative of future results of such adviser or a potential investment with such adviser. Apex does not provide investment, financial, tax or business advice, is not a licensed securities broker-dealer, third party marketer, agent of any User, or an investment adviser and is not compensated based on transactions, capital raised or the value of investments. Neither Apex nor the authors of any content on the site, or any of their employees or affiliates are advising User concerning the nature, potential, value or suitability of any particular security, portfolio of securities, transaction, or investment strategy. User should consult an attorney or tax professional regarding User's specific legal or tax situation. Users assume the sole responsibility and risk of any investment decisions they make relating to their use of the Services and the diligence related thereto. All investments are subject to the terms of definitive documents that would be provided by the adviser (and not Apex). Apex is not responsible for any investment, statement, action or omission of any user, including any adviser, fund or investor.

11.4 Apex is not compensated in any way based on investments made by users of the Services into funds or products of any advisers. Apex is not representing any users of the Services and is not providing investment, financial or business advice or sponsoring, endorsing, or recommending any business venture or investment opportunity that may be discussed or offer that may be made via the Services, including that Apex shall not be responsible for the materials, statements, investments, actions or omissions of any adviser using the Services or for an investment by User into a fund or product of any adviser. Apex may know information about an adviser or fund that is not contained in their posted or provided materials but Apex shall have no responsibility to share such information with any user of the Services.

11.5 The Services include content provided by third parties, including materials provided by other users of the Services and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, all responses to questions and other content, other than the content provided by Apex, are solely the opinions and the responsibility of the person or entity providing those materials. These materials reflect the opinion of the author only and not of Apex or its Affiliates and may not represent the views of the author's employer or affiliates. Apex is not making any recommendation, express or implied, as to the suitability or otherwise of any investment with, and is not acting as agent, promoter, underwriter or placement agent for, any fund, fund manager, investment advisor, sponsor, or co-investor, or any client represented by a fund manager or investment advisor. The provision of any information to User, including User-Posted Materials to the site, regarding any fund, fund manager, security, investment opportunity, or securities trading idea (the "**Investment Information**") is for informational purposes only and does not constitute any offer to sell or the solicitation of an offer to buy any securities or investments. Apex makes no representation about, and does not independently verify, the Investment Information and shall not be responsible for its accuracy, completeness or your reliance thereon. The Investment Information is self-reported by the associated fund, fund manager, investment adviser, sponsor, or co-investor to Apex.

11.6 Information prepared by an adviser or fund may not be complete, may not contain important risk and other information about an adviser and its funds or other products/services, and may constitute only subjective views of the adviser. You understand that an investment in any security is subject to a number of risks, and that discussions of any security published via the Services will not contain a list or description of all relevant risk factors. You must assess the suitability of any particular fund, strategy, investment opportunity, or trading idea and carry out appropriate due diligence on your own behalf in relation to the same and Apex provides no advice in that regard. Apex makes no representation as to any fund's, fund manager's, investment advisor's, sponsor's or co-investor's compliance with any applicable laws or regulations. You understand that (i) some User-Posted Materials might involve publicly-traded securities and such content may not be visible to all users simultaneously and (ii) it is possible that users who encounter such content may take actions which may impact the price of such securities. You understand and agree that authors of content made available via the Services, their employers or affiliates may have positions in securities mentioned in User-Posted Materials and they may effect additional transactions in such securities in the future, all without any obligation to disclose such transactions or update any post on the Services to reflect any change in their positions or their views on securities mentioned. Apex shall not be liable for any losses that may arise, directly or indirectly, from (i) your introduction to, or investment with, any fund, fund manager, investment advisor, sponsor, or co-investor, or (ii) any investment decisions or actions made as a result of your interaction with (x) users on this platform or (y) other attendees of Events.

11.7 Any assumptions, assessments, statements or the like ("statements") regarding future events or that are forward-looking constitute only subjective views, outlooks, estimations or intentions, are based upon our or the source's expectations, intentions or beliefs, should not be relied on, are subject to change due to a variety of factors, including fluctuating market conditions, and involve inherent risks and uncertainties, both general and specific, many of which cannot be predicted or quantified and are beyond Apex's control. Any indices (including financial benchmarks) shown are provided for illustrative purposes only, are unmanaged, and may or may not reflect reinvestment of income and dividends or the impact of advisory fees with respect to the investments presented. Comparisons to indices have limitations because indices have material characteristics that may differ from a particular investment strategy. Indices should not be relied upon as an accurate measure of comparison. Apex may permit users of the Services to access to data rooms whose access and content is controlled by advisers; for purposes herein such information is considered User-Posted Materials. Apex is not responsible or liable to User, or any third party, for the content or accuracy of any materials provided by any third parties, including any users of the Services.

12. **APEXINVEST EVENTS-SPECIFIC TERMS**^[DN2]

To the extent you participate in any in-person and or virtual events hosted by Apex ("**ApexInvest Events**"), the terms and conditions of this Section 13 shall apply. In addition, the terms of Sections 1 through 15 of the Agreement shall continue to apply to all ApexInvest Events and any references to "Services" in the foregoing Sections shall be deemed to apply to ApexInvest Events.

12.1 Depending on the type of ApexInvest Events subscription you purchase, you have the ability to add multiple users who meet the requirements of Section 13.2 as part of your Services account. To do this you will need to provide ApexInvest the name and contact information of each such User. Prior to accessing the Services each such User will be required to accept the ApexInvest Policies and create a User account on the ApexInvest.io software platform. By registering in this way, additional Users under your account will have the ability to attend certain ApexInvest Events subject to the event registration terms set forth herein.

12.2 User represents and warrants that (i) you are either an appointed executive of a single family office or multi-family office or a family member represented by such family office; and (ii) such family office has current assets under management of at least \$100,000,000 U.S. dollars.

12.3 Use of the ApexInvest Events is intended to foster peer-led networking and learning with other like-minded families and family offices interested in forging relationships with each other. While discussion of deal opportunities and investment ideas is permissible, direct solicitation of investments or any other offering that benefits the soliciting party is strictly prohibited.

12.4 Apex may allow certain third party businesses to post information to the ApexInvest.io software platform regarding such businesses' fundraising needs and/or products and services. To the extent you are interested in contacting any such businesses to talk about fundraising or other investment opportunities, you will be required to contact such third parties independently and not through the ApexInvest.io software platform.

12.5 To the extent you register for, or attend any ApexInvest Events, the terms and conditions of this Section 13.5 shall apply. To the extent you register for or attend any events hosted by ApexInvest, the ApexInvest-specific terms and conditions that you agree to upon registration or attendance shall apply.

(i) You acknowledge and agree that ApexInvest may cancel your registration at any time in its sole discretion; if such cancellation is not the result of your violation of any of the terms set forth herein, you will receive a full refund (or pro-rata refund, if such cancellation occurs during a CFN Event) of any registration fees you have paid.

(ii) The following activities relating to Events are strictly prohibited unless expressly approved by ApexInvest in writing, in advance: (A) audio/video recording; (B) photography; and (C) posting, distributing, or displaying of any pictures, videos, or other images related to ApexInvest Events. Apex reserves the right to immediately terminate this Agreement for cause without any refund, and to expel any User, accounts associated with such User (such as other employees or members of the applicable family office) from any ApexInvest Events without refund, in the event of any violation of the restrictions in this paragraph, in addition to any civil remedies that may be available at law or in equity.

(iii) Registration fees are non-refundable in the event you cancel registration or if ApexInvest cancels or revokes your registration due to your breach of this Agreement. Your registration is specific to you and may not be transferred or assigned; any purported transfer or assignment of your registration shall be deemed null and void. Should a registered User be unable to attend.

13. FEEDBACK

User will provide feedback to Apex concerning the functionality, performance and reliability of the Services as reasonably requested by Apex from time to time, including identifying potential errors and suggestions for improvements (“**Feedback**”). User hereby assigns to Apex all right, title, and interest in and to the Feedback and, to the extent not assignable, User grants to Apex a perpetual, irrevocable, transferable, royalty-free and fully paid-up license, with the right to sublicense, to use and exploit such Feedback and related information in any manner and for any purpose whatsoever.

14. MISCELLANEOUS

User shall not disclose the terms of this Agreement, the Purchase Page, or the Fees charged to User hereunder, to any third party except (i) as required by Applicable Law or court order, or (ii) to its attorneys, accountants and advisors who are under similar confidentiality obligations. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by User except with Apex's prior written consent. Apex may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and User does not have any authority of any kind to bind Apex in any respect whatsoever. Headings to sections in this Agreement are for the convenience of the parties hereto and are not intended to be a part of or to affect the meaning or interpretation hereof. No waiver of any provision of this Agreement shall be implied from any course of dealing among the parties hereto or from any failure by any party hereto to assert its rights hereunder. Each party shall perform its obligations under this Agreement in accordance with Applicable Law; nothing in this Agreement shall be construed to mean that either party is required to take any action contrary to, or prohibited by, or otherwise in violation of Applicable Law. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices from User to Apex must be sent via email to help@ApexInvest.io. All notices from Apex to User may be sent via email or via overnight delivery service to any of the address(es) associated with User's account. and that it will submit to the jurisdiction of such state or federal courts therein, and to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.