

ventureLAB provides advisory, educational, and informational services which may include information about business planning, sales, marketing, financing, funding strategies and other relevant information determined by ventureLAB (the “**Services**”) to individuals or groups of individuals (the “**Client**”).

By checking “Yes” at the bottom of this form, the Client acknowledges and agrees to be bound by the following Terms & Conditions. The individual representing the Client is holding themselves out to have the authority to act on the Client’s behalf in this matter. The following Terms & Conditions take immediate effect on the date the form is submitted to ventureLAB. Prior to accepting, the Client is invited to direct any questions related to the Terms & Conditions to Matt Skynner, Chief Operating Officer at mskynner@venturelab.ca.

1. The Client agrees to co-operate with ventureLAB in the performance of the Services and to provide such support and information as may be reasonably required. All decisions and actions taken by the Client in connection with its business or otherwise that may rely on any information or opinion received from a ventureLAB advisor during the provision of the Services are solely the responsibility of the Client. The Client acknowledges that any information provided as part of the Services is for business and educational purposes only and is not intended to constitute financial or legal opinions of any kind. ventureLAB shall not be deemed to have made any representations, warranties or undertakings of any kind to a Client in relation to the Services. These Terms and Conditions shall not be construed as precluding or limiting in any way the right of ventureLAB to provide similar Services to any person or entity as ventureLAB deems appropriate.
2. The Client is required to provide to ventureLAB information about its business and milestone achievements which may include but not limited to: business address, ownership, capital raised, jobs created, revenue generated, number of patents filed, dates patents filed, and other information which may be reasonably required to provide the Services. ventureLAB will request regular updates to ensure it has the most up-to-date and accurate Client information. When requested, Clients are required to complete surveys and provide feedback to ventureLAB in a timely and truthful manner. Failure to respond to reasonable requests for information or the submission of falsified information may result in the termination of ventureLAB Services.
3. ventureLAB may disclose information not in the public domain: (a) to external advisors that are legally obligated to maintain the confidentiality of this information, or (b) to others with the

verbal or written consent of the Client. Both ventureLAB and the Client will keep confidential all information disclosed by one to the other that is not in the public domain. ventureLAB employees, contractors and volunteers work under signed confidentiality agreements with ventureLAB. To provide the Services, ventureLAB leverages its network (including, for example, external advisors, mentors, business contacts and investors). The Client acknowledges and agrees that the sharing of information not in the public domain by ventureLAB within its network regarding the Client's business or technology for the purpose of providing the Services, shall not constitute a breach of these Terms and Conditions.

4. ventureLAB respects the Client's privacy and will comply with applicable privacy laws with respect to the Client's personal information, as defined in applicable legislation, including all information provided in this document and subsequently provided by the Client. Personal information is information about an identifiable individual as it is subject to the Personal Information Protection and Electronic Documents Act (Canada) ("PIPEDA"). For the purposes of PIPEDA, "personal information" does not include the name, title or business address or telephone number of individuals employed or otherwise connected to a Client. The Client expressly consents to ventureLAB including personal information collected from the Client in its files and to the disclosure of the Client's personal information in order to provide the Client with the Service. The use of the Client's personal information by ventureLAB shall otherwise be limited to that which is reasonably necessary to provide the Service, improve its services, for reporting purposes to governmental authorities and/or other stakeholders, create aggregate information that may or may not identify the Client or the Client's company, or to provide the Client with related information that ventureLAB believes may be of interest. ventureLAB may disclose personal information to its employees, contractors, suppliers, agents, consultants and advisors on a "need to know" basis, provided that such individuals or organizations are required to maintain the privacy of the information. ventureLAB may also disclose such information where required by law.
5. ventureLAB may use aggregate information gathered from Clients that does not identify Clients, combined with third party information for commercial and non-commercial purposes including, without limitation, its reporting requirements to government and other funders, to

improve its services, coordinate services with business partners and promote innovation.

Aggregate reporting may include but not limited to analysis by time, sector, business stage, financing type and/or geography.

ventureLAB may provide Client data which may or may not identify clients, to governmental authorities and/or other stakeholders in order to meet contractual obligations and/or for reporting purposes. ventureLAB may provide the Province of Ontario with up-to-date contact details for each Client such that the Province may contact each of ventureLAB's clients, to solicit their participation in an annual Regional Innovation Centre performance and client satisfaction survey.

6. The Client will retain ownership of any work product created by the Client in connection with the Services (the "Work Product") and any background technology owned by the Client prior to providing the Services, including all intellectual property rights therein. The Client grants ventureLAB a non-exclusive, royalty-free, license to copy, distribute and use the Work Product for the purposes of providing the Services. In granting said license of the Work Product, the Client agrees to indemnify ventureLAB for all damages, injuries, liabilities, costs and legal fees that it may incur in association with any third-party claims of intellectual property infringement or the infringement of any other rights.
7. ventureLAB and the Client will promptly disclose to each other any conflicts of interest, whether actual or potential, that either party becomes aware during the provision of the Services.
8. ventureLAB requests that the Client acknowledge ventureLAB, where appropriate, as a source of support in any publicity. Written consent is not required to use ventureLAB's trademarks or logo if their use is strictly for the purposes of acknowledging that ventureLAB provided support to the Client. However, the Client agrees that use of ventureLAB's trademarks or logo in a way or manner that indicates that ventureLAB endorses the Client's product and/or service is strictly prohibited. ventureLAB reserves the right to publicly identify the Client as a client of ventureLAB.
9. Either party has the right to terminate the provision of the Services, without incurring any liability to the other, by providing notice to such termination orally or in writing to the other

party. In the event of any termination before the Services have been completed, the terminating party agrees to provide the other with reasonable explanation of the underlying reasons for so doing.

10. The Client agrees to indemnify, defend and hold ventureLAB and its affiliates, and their respective officers, directors, owners, agents, information providers and licensors harmless for any claims, liability, losses, costs and expenses (including costs and legal fees) incurred in association with the use of the Service. ventureLAB reserves the right to assume the exclusive defense and control of any claim or other matter otherwise subject to indemnification by the Client. In such case, the Client agrees to cooperate with the defense of ventureLAB and pay all fees associated with the defense. ventureLAB shall have no liability to a Client or its business for any loss or damage whatsoever, whether direct, indirect, special or consequential, which arises in contract, tort, by statute or otherwise.
11. The Client, when visiting ventureLAB facilities shall conform to the following requirements:
 - a. Keep scheduled appointment times or provide at least 24-hour notice of the need for cancellation or modification;
 - b. Follow IBM Canada building security rules on check-in and escort;
 - c. Respect ventureLAB and IBM Canada property;
 - d. Always act with honesty, integrity and openness and have respect for the opinions of others; and
 - e. Treat all with equality and dignity without regard to gender, race, colour, creed, place of origin, political beliefs, religion, marital status, disability, age or sexual orientation.
12. This Agreement shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario. The parties irrevocably agree to bring any action to enforce this Agreement solely and exclusively in the courts of Ontario.
13. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, and supersedes all previous written or oral agreements between the parties with respect to such subject matter. All provisions herein shall survive any termination of this Agreement as well as any other revisions which by their terms are reasonably intended to survive any such termination.

14. ventureLAB, in its sole discretion, may modify and/or update these Terms and Conditions.

Notice of the new version of the Terms and Conditions will be provided to the Client for acceptance. Failure of the Client to accept the modified and/or updated Terms and Conditions within a reasonable time period shall result in a withholding of the Services.

By checking "Yes", the Client acknowledges that they:

- Have read the Terms & Conditions;
- Understand and agree to be bound by the Terms & Conditions, effective when this form is submitted to ventureLAB;
- Understand that this Acknowledgement Form will be retained and in effect for as long as I remain a client of ventureLAB;
- Have the authority to enter agreements, such as this, on behalf of the Client currently engaging ventureLAB;

The Client is invited to direct any questions related to the Terms & Conditions to Matt Skynner, Chief Operating Officer, mskynner@venturelab.ca.