

TERMS AND CONDITIONS OF NETWORK MEMBERSHIP (Terms and Conditions)

THIS IS A BINDING CONTRACT PLEASE READ CAREFULLY.

Hereinafter are the terms of membership in the Venture Executive Partners Global Networks (the “VEP Networks”), These terms prevail all prior versions of the Terms and Conditions heretofore in effect between Venture Executive Partners Limited and/or its subsidiaries and affiliates and you.

By accepting these Terms and Conditions, you agree that the terms constitute a binding contract, effective as of the date of first acceptance by you, between Venture Executive Partners Global Networks (hereinafter referred to as “VEP” “Company”, “we”, “us”, “our”) and you (hereinafter referred to as (“Network Members” “you”, “your”) (each a “Party” to the contract and collectively, the “Parties”)

You hereinafter consent to be and remain bound by these Terms and Conditions. You hereinafter agree that your use of any of VEP’s websites is subject to the terms of use specified on such website, notwithstanding to the degree that the website terms conflict with these Terms and Conditions, in which case these Terms and Conditions shall succeed.

Introduction

As part of the VEP Networks you shall educate and share insights with financial and business leaders and other organizations and professionals (individually, “Client”, and collectively, “Clients”). The VEP Networks are clusters of professionals and consultants in various industries and specialities.

We give opportunities for Network Members to partake in different consultation projects (“Projects”), including without limits, telephone consultations and online surveys.

If you qualify for VEP Member Programs (defined hereinafter) you shall be eligible for taking part in in additional types of ongoing and in-depth Projects, including without limits, In-person meetings, Seminars, Consulting on a project basis, roundtables, conferences; master classes, Written reports, VEP News analyses, and Expert witness testimony in litigations & disputes.

VEP NETWORKS PARTICIPATION

YOU SHALL DECLINE, OR WITHDRAW PARTICIPATION IN, ANY PROJECT THAT WOULD OR MAY END IN A INFRINGEMENT OF LAWS OR YOUR DUTIES TO THIRD PARTIES, OR THAT PRESENTS OR COULD PRESENT A CONFLICT OF INTEREST.

During your participation in the VEP Networks, you hereinafter acknowledge and agree to act in good faith, in a professional and workmanlike manner, to the best of your ability, and in accordance with these Terms and Conditions.

there may be limitations with respect to the scope of your contribution and subjects, you may discuss depending upon your particular situations, you specifically acknowledge and agree that you shall not do any of the following in any manner while participating in the VEP Networks:

- Divulge information that you acquired from any person who expects you to keep it confidential;
- Take part in any Project if doing so would violate the public policy of your country of residence;

- Impersonate any person or entity, or falsely state/misrepresent your affiliation with any person or entity, past or present including, but not limited to, misrepresenting your current or previous positions and/or qualifications;
- Divulge or use any intellectual property or any trade secrets or other confidential information not owned solely by you;
- Consult for Clients you reasonably believe to be competitors of the company that employs you or on whose board of directors you serve;
- Take part in any Project if doing so would violate applicable law or any agreement with – or other obligation to – any person, employer, former employer, or other entity;
- Discuss or divulge information about any company of which you are an employee or director;
- Divulge material, non-public information about a public company;
- Divulge information that you have a duty to keep confidential (e.g., by agreement, employer policy, fiduciary duty, etc.);
- Divulge information that would require a Client or any of its affiliates to restrict its securities trading activities under applicable securities laws and regulations;

Independent Contractor

You and VEP are independent contractors. These Terms shall not and do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship of any kind between the Parties. You shall not have any authority of any kind to bind us in any respect. Unless expressly stated otherwise in these Terms and Conditions, there are no third-party beneficiaries to the Terms. We do not have any special relationship you nor any fiduciary duty.

No Violation of Rights or Obligations

You concur that you shall not (nor permit others to) breach any agreement or the rights of any third party or, except as expressly permitted by us in writing, nor utilize or divulge at any time your or any third party's intellectual property or confidential information in relation to your participation in the VEP Networks or otherwise for or on behalf of VEP. All acts vis-à-vis your contribution in the VEP Networks shall be performed by solely you.

MEMBERSHIP POLICIES

You agree that you are joining the VEP Networks in your capacity as an individual and not as a representative of any other company or organization, except as otherwise agreed in writing between such company or organization and VEP.

In the event you are not able to or cannot comply, or are unsure about your ability to comply with these Terms and Conditions, then you must decline to take part as a Network Member.

By enrolling in the VEP Networks you signify that you have acquired all such essential or appropriate consents and waivers. You may join the VEP Networks if you are allowed to do so and have acquired all essential consents or waivers from appropriate parties. Before joining the VEP Networks, you acknowledge that you have examined , codes of conduct, employee manuals, consulting agreements employment agreements, and other policies (in each case as applicable) and warrant that you are able to take part in the VEP Networks. It is your obligation to ascertain

whether it is appropriate for you to join the VEP Networks, and you acknowledge that you may not rely on VEP to make that determination for you. You shall also deliberate getting in touch with persons within your organization or the firm(s) you have consulted for confirming that your participation is acceptable and to obtain any needed consent.

- Provide investment advice, including without limitation, rating, or endorsing any security, providing advice as to the value of any security, or providing any advice regarding the advisability of investing in, purchasing, or selling any security in connection with a Project;

You further acknowledge and agree that:

- In the event you are a director, officer, or employee of an entity that has filed for initial public offering, or is the subject of a tender offer, or you are at an entity that has acted on behalf of such a company in connection with such tender offer, you shall decline all Project invitations while the tender offer or the IPO process is taking place;
- If you are a lawyer, you may not give legal advice in connection with a Project and do not establish an attorney-client relationship with Clients through Projects.
- if you are present or former auditor, you shall not consult regarding organizations that you presently audit or may have audited in the previous three years;
- In the event you have worked in the accounting or finance department of a company within the last six months, you shall not discuss accounting or financial issues relating to that company or its affiliates;
- In the event you are a doctor participating in a clinical trial, you shall not discuss trial results or patient experience before such information has been made public;
- if you are a doctor, you Shall not provide medical advice;

If you become concerned with the nature of any inquiry by a Client, you must discontinue your participation and notify us immediately by emailing LegalCompliance@ventureep.co. To encourage you to err on the side of caution during your participation in the VEP Networks, you may submit a payment request for the time allocated for any interaction you discontinue for the purpose of compliance with these Terms and Conditions.

You acknowledge and agree to cooperate fully in any VEP inquiry concerning actual, alleged, or potential violations of these Terms and Conditions.

You further acknowledge and agree that you shall not pay, promise, offer, or permit the payment or transfer of anything of value, directly or indirectly to: (1) any government official or employee (including without limitation employees of government-owned or controlled companies or public international organizations) or to any political party, party official, or candidate for public office, anywhere in the world, or (2) to any non-governmental information source without the prior written consent of VEP, in either case, to obtain or retain business or to secure any illegal advantages.

Network Member Information

You hereby through this reference certify that that you have never been (a) the subject of an investigation by regulatory authority (state federal or foreign) or a securities regulator or a defendant in any case where violation of laws or fraud or regulations including the taking of a false oath, the making of a untrue report, bribery or perjury or conspiracy to commit any such offence is alleged; or (b) convicted of a felony.

You acknowledge and agree to provide VEP with precise and complete biographical information, including your current job status and all prior employment. VEP or its Clients might request you for other information about you, including without limits your ability to consult on specific topics or in general. Collectively, such information about you, as well as any information in your VEP Network Member Profile, is your Network Member Information. You are solely

responsible for your Network Member Information. While VEP may revise Network Member Information on your behalf on the basis of information provided by you or others, you have a duty to monitor and ensure the accuracy of your Network Member Information. You acknowledge and agree not to accept any Project or consult with any Client unless your Network Member Information is accurate, complete, and current.

Assignment, Acceptance & Scope of Projects

VEP endeavours to match Network Members to Projects based upon its understanding of the Project and Network Member Information. The scope of a proposed Project shall be outlined by VEP.

Your participation in Projects is at your discretion. Network Members are never obligated to accept a Project and may decline to take part for any reason (including in order to comply with these Terms and Conditions). VEP makes no representation regarding the frequency or quantity of invitations to Projects you shall receive. Unless otherwise agreed in writing by VEP or as otherwise stated in any Project invitation or on consultations set up on VEP dial-in bridge, you shall only be compensated for the time you spend interacting with Clients and you shall not be remunerated for wait time or time set aside if a consultation with a Client does not occur.

All communications shall be set up via VEP. In the event a Client contacts you without having arranged the Project through VEP, and you subsequently consult with the Client, you shall not be eligible for payment from VEP, albeit the call is a follow-up for a Project that was arranged through VEP.

All preparatory and follow-up work for Projects require the prior written approval of VEP. Clients cannot authorize such additional work.

Communication with Non-Network Members

Do not in connection with a Project reach out to your contacts at a company for information about that company.

If you speak with a person who is not in the VEP Networks in connection with any Project, you acknowledge and agree: (i) to divulge to any person that you are acting on behalf of a Client (without identifying such Client); and (ii) not to pay or otherwise remunerate such person in any way for information; and (iii) not to obtain any information that could cause a breach of any duty that such person holds to his/her current/ex-employer or any third-party, nor to pass along such information to Client.

NON-SOLICITATION OF CLIENTS

Membership in the VEP Networks is non-exclusive, and there is no minimum time commitment unless otherwise agreed in writing. As a condition to participation in the VEP Networks, you acknowledge and agree that, for a period of one year from introduction to a Client to whom you have been first introduced in connection with a Project, not to knowingly solicit projects from or propose or acknowledge and agree to any kind of consulting relationship with such party without written permission of VEP. This non-solicitation provision does not prohibit a Network Member from being engaged by a Client for provision of legal advice. For a period of one year after the termination of your relationship with VEP, you also acknowledge and agree not to knowingly solicit for employment any employee of VEP or any Clients to whom you have been introduced first due to your Network Member status.

CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Non-Disclosure of VEP and Client Information

While you are a member of VEP Networks and thereafter, you acknowledge and agree not to divulge to any Third Party (as defined below) or attempt to use or personally profit from Protected Information (as defined below) that is divulged to or known by you because of your participation in the VEP Networks. This responsibility shall subsist until such time as the Protected Information has become publicly available through no action of your own, except to the extent required by law. ("Protected Information") shall include for purposes of these Terms and Conditions: (i) the existence or subject matter of any Project or proposed Project, as well as the name of any VEP Client; (ii) information about the actual or potential business, investment, or trading decisions or transactions of any Client; (iii) any other confidential information of VEP or its Clients, and (iv) any intellectual property, including without limitation any trade secrets, know-how, or copyrighted information, of the Client or of VEP. Third-Party shall mean for purposes of these Terms and Conditions any entity, organization, or person other than the party who divulged the Protected Information to you. In the event you are obligated by order of a court or other governmental or legal body (or have received a notice that such an order is being sought) to divulge any Protected Information to anyone other than VEP, you shall promptly and diligently notify VEP, except if forbidden from doing so by the express terms of a government subpoena or court order and shall cooperate fully with VEP in protecting such information to the extent possible under applicable law.

In connection with your participation in the VEP Networks, you may be exposed to material, non-public information of publicly-traded companies. These companies include clients of the Company and firms with which the Company may be negotiating major transactions. Information which is not significant to the Company may nevertheless be material to one of these other firms. Various securities laws prohibit the purchase or sale of a company's securities by persons who are aware of material information about that company that is not generally known or accessible to the public. Likewise, these laws prohibit persons who are aware of such material non-public information from disclosing this information to others who may trade. Because it may be hard to determine what constitutes "material, non-public" information, the Company requires that all members of the VEP Networks, including family members who reside with such members and anyone else who lives in such member's household, refrain from trading in the securities of Company clients unless such trades have been pre-approved by the Chief Executive Officer of the Company. Trading includes purchases and sales of stock, derivative securities such as put and call options, convertible debentures and convertible preferred stock, and all debt securities, such as bonds and notes. In addition, you may not pass material non-public information on to others or recommend to others the purchase or sale of any securities when you are aware of such information. The ultimate responsibility for adhering to these requirements and avoiding improper trading rests with you. If you violate these requirements, the Company may take disciplinary action, including termination of your membership in the VEP Networks.

Notwithstanding the foregoing, you may divulge the general topic and client description to secure any required third-party consent to your participation in the VEP Networks or in a Project prior to accepting an invitation for that Project.

Some Projects may be collaborative, and in such Projects, you shall be working with other Network Members. You shall have the same duty of non-disclosure to such other Network Members as you would possess for any Client in these Terms and Conditions.

Please note that your obligations not to use or personally profit from Protected Information as set forth above prohibit you from using the information you learn during a Project to trade securities or make personal investment decisions.

Access Rights. Your username and password are for your sole individual use. Your account is authorized on an individual basis for individual use unless specified otherwise by written agreement between you and VEP.

VEP Intellectual Property Rights

All material on VEP's websites, whether explicitly marked or not, as well as any other VEP material that you receive as a Network Member, is the proprietary property of VEP and/or its licensors. Such materials may not be reproduced,

distributed, copied, broadcast, transmitted, sold, displayed, uploaded, licensed, or otherwise exploited sans the prior written consent of the applicable respective owners.

NETWORK MEMBER CONTENT

Any materials, regardless of format (“Content”), that you submit to a Client or to VEP must be your original work product. You represent that such Content is your intellectual property or that you have acquired any essential permissions or licenses for, and to share, such Content with VEP and its Clients, and that such Content (and VEP and/or Clients use of such Content) does not infringe upon the intellectual property rights of any third party. You acknowledge and agree you shall not submit Content to VEP or to its Clients that is unlawful, harmful, threatening, defamatory, profane, deceptive, or misleading, or otherwise violates these Terms and Conditions. You acknowledge and agree to indemnify, defend, and hold harmless VEP and its Clients from and against any third-party claim that Content you submit infringes upon any patent, trademark, copyright, trade secret, or other intellectual property rights.

Network Members are solely responsible for their Content. You acknowledge that VEP does not endorse and is not responsible for Content. VEP does not create or develop Content, but VEP reserves the right to revise and/or delete Content in whole or in part for any or no reason. VEP has no obligation to use, post, or deliver any Content you submit.

Content Submitted To Clients

If a Client chooses you for a Project, any Content that you yield for the Client or that you produce in relation with such Project shall be owned by the Client as a work for hire under applicable laws and shall be used by such Client for any purposes allowed under that Client's agreement with VEP, which may include disclosure, reproduction, publication, broadcast, transmission, and posting, unless otherwise agreed upon in writing by VEP and the Client in advance of a Project.

You shall not forward written or electronic materials or Content directly to Clients or to VEP without the prior approval of VEP. VEP does not in the ordinary course receive or review such materials and Content, but VEP may require you to represent that you have the right to share such materials or Content.

Notwithstanding the foregoing, you acknowledge and agree that every Client retains the right to utilize any ideas, know-how, concepts, or techniques contained in any communication or Content you convey to that Client for any reason, including without limits, developing, manufacturing, and marketing products utilizing such information. Any discoveries, inventions, or improvements which are based in full or in part on any Content and information provided by you to a Client in the course of a Project, and all intellectual property rights therein, shall be owned entirely by and shall be proprietary to the Client.

Content Submitted To VEP

Events: You acknowledge and agree that VEP shall have the right to make and retain an audio, video, or other recordings of your participation in any VEP conferences, seminars, roundtables, as well as master classes (collectively, “Recordings”), and attribute that Recording to you, notwithstanding your exercise of opt-out as described under the Privacy section below. You further acknowledge and agree that VEP shall retain the exclusive right to use, reproduce, distribute, publish, adapt, sublicense, reprint, modify, and display such Recordings publically, in part or in whole, as edited or modified by VEP or in original form, in every language and form, for any purpose including commercial or non-commercial unless otherwise agreed in writing.

Content License: For any Content that you submit to VEP other than in relation with a Project for a Client, including without limits to VEP News submissions and presentation materials for VEP roundtables, seminars, conferences, and master classes, you retain ownership but grant VEP a perpetual, worldwide, transferable, royalty-free, and exclusive license to use, distribute, reproduce, publish, reprint, modify, sublicense, adapt, and publicly display such Content, in part or whole, in original form or as edited or modified by VEP, in all languages and forms, for any commercial or non-commercial purpose unless otherwise agreed in writing. You further acknowledge and agree that any persons to whom VEP gives access to such Content are free to use any know-how, ideas, concepts, or techniques contained in such Content for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products using such information.

PAYMENT TO NETWORK MEMBERS

VEP's payment system can accommodate requests that payments be made to your employer. You must follow any existing employer policies that may relate to payment by VEP. Following the completion of a Project, you must request payment within 30 days, unless otherwise specified in the Project invitation. Payments shall be based on the rate submitted on your approved and accepted application. Notwithstanding the foregoing, some Projects may be fixed-price or capped at a certain amount of time. In the event that a Client disputes the existence or quality of your work, or in the event of an inquiry regarding any actual, alleged, or potential violation of these Terms and Conditions, VEP may withhold payment until such dispute or inquiry is resolved. VEP may require you to provide additional information about yourself (including your social security number or equivalent identification number) as part of VEP's security procedures. You acknowledge and agree that all fees imposed on you by any banking institution to process any payment from VEP shall be your sole responsibility.

You acknowledge and agree that you shall pay any applicable taxes in accordance with relevant laws in your jurisdiction on payments received from VEP.

RELIANCE BY CLIENTS

These Terms and Conditions are meant to help Clients and provide comfort to enable Clients to satisfy themselves that all Projects shall be carried out in accordance with applicable laws and shall not lead to the unlawful disclosure of confidential information, including material inside information within the meaning of U.S. federal securities laws. Clients may from time-to-time request that you confirm any part of these Terms and Conditions, and any additional terms required by Clients as noted below, as a condition to your participation in a Project. You understand that each Client and the person with whom you may engage in any Project is an intended beneficiary of these Terms and Conditions and the covenants and agreements made by you hereunder and that Clients, as third-party beneficiaries of these Terms and Conditions, shall retain the right to enforce your compliance with these Terms and Conditions. Please note that Clients may also ask that you accept their compliance policies or additional terms as a condition to participating in a Project for them.

EU Citizens

This Section is solely applicable to EU residents. By utilizing VEP Networks, you hereby give consent to us that we can collect and process your personal information, including without limits, your name and surname, and professional work biography in our expert database to be used for expert referrals to our clients, your bank details for payment post consultation. Post collecting your personal information, we shall take reasonable steps to keep your personal information secure and confidential through our strict adherence to global data security standards, and restricted

access to the expert database. Your personal information shall be shared with VEP's client on an anonymized basis as described in the section above.

You have the right to have your personal information erased and no longer processed if you no longer want VEP to store your personal information in relation to the purposes for which they are collected or otherwise processed.

Similarly, you also have the right to withdraw your consent or object to the processing of your personal information.

Please contact VEP's Data Protection Officer ("DPO") at legal.compliance@ventureep.co to have your personal information erased, to withdraw your consent for the processing of your personal information, or for any other queries and concerns.

PRIVACY POLICY & DATA PROTECTION

You acknowledge and agree that VEP may collect and retain information about you, including personal information, (your information), and contact you by email, telephone, or otherwise, to process and administer details of your membership in the VEP Networks, to provide you with opportunities to take part in the VEP Networks, and to tell you about VEP's business. You acknowledge and agree that VEP may also use and analyse the information we collect so that we can administer, support, improve and develop our business.

You acknowledge and agree that VEP may divulge your information to Clients.

You acknowledge and agree that VEP may share your information with non-Client third parties for the purpose of promoting VEP's business, including without limitation by displaying such information on VEP's websites, print media, and other materials (collectively, "Marketing Materials"), subject to your right to opt-out. If you opt-out or terminate your participation in the VEP Networks, VEP shall use reasonable efforts to discontinue creating and distributing Marketing Materials that contain your information. Notwithstanding the foregoing, you acknowledge and agree that if you submit Content to VEP News or take part in VEP Events (as described above), your opt-out shall not apply with respect to your participation in VEP News, and VEP shall have the right to market such Content, along with your Network Member Information, to our clients and third parties.

You acknowledge and agree that VEP may divulge your information, which includes information about your participation in the VEP Networks, to your current employer. You acknowledge and agree that VEP may also divulge your information to third parties, such as previous employers and companies to which you have given services to or contracted with, for the purpose of confirming any consents or approvals that you may need to take part in the VEP Networks or in specific Project(s).

You acknowledge and agree that VEP may divulge your information in response to a legal process, to protect VEP's rights, as otherwise as may be required by applicable law, or to prevent or detect a crime. In the event we sell our company or part of it or our business enters into a joint venture with another business entity, you acknowledge and agree that VEP may divulge your information to our new business partners or owners who may then provide you with information about their products and services.

You acknowledge and agree that your information shall be held by us in Hong Kong and may also be held and accessed by our staff and third parties working for us, or our subsidiaries and affiliates, inside and outside Hong Kong. If your information is gathered outside Hong Kong, you acknowledge and agree that it may be transferred to VEP's Hong Kong offices to be used for these purposes, and it may be transferred to and shared with any of VEP's worldwide locations. You may request a full list of VEP group companies.

VEP shall not sell your information to third-party marketers or similar organizations.

We reserve the right to conduct a background check on you, including through a third-party service.

For further information about VEP's privacy policies, which are incorporated herein by reference, see [<https://www.ventureep.co/privacy-policy/>]

AGREEMENT DETAILS

Right to Injunction/Limitation on Liability

In the event that you, as a Network Member, breach, or threaten to breach, any of the promises concerning Confidentiality of VEP and Client Information, Access Rights, Contact with Clients, or Intellectual Property Rights within these Terms and Conditions, you acknowledge that VEP's remedy at law shall be inadequate and that VEP shall be entitled to an injunction to prevent your prospective or continuing breach and to maintain the status quo pending arbitration provided for below.

In no event shall VEP be liable to you or any other party for any damages resulting from or relating to your participation as a Network Member, the performance of any services by you as a Network Member, or the business operations of VEP, including without limitation for any incidental, consequential, punitive, or special damages. VEP agrees that for its part it shall not seek to impose on any individual Network Member any liability for damages based on his or her performance of services hereunder as a Network Member, including without limitation for any incidental, consequential, punitive or special damages so long as such damages do not relate to or arise out of the failure of the Network Member to comply with these Terms and Conditions, including the guidelines and restrictions contained herein, or conduct or activity by the Network Member that constitutes gross misconduct. You are solely responsible for your actions. VEP shall have no obligation to defend you, provide you with legal counsel, or pay legal costs and expenses on your behalf.

Arbitration. Any dispute concerning the subject matter of these Terms and Conditions, or the breach, termination, or validity thereof (a "Dispute") shall be settled exclusively in accordance with the procedures set forth herein. The party seeking resolution of a Dispute shall first give notice in writing of the Dispute to the other party, setting forth the nature of the Dispute and a concise statement of the issues to be resolved. If the Dispute has not been resolved through good faith efforts and negotiations of senior officers or representatives of the parties within fifteen (15) days of receipt by the relevant party of the notice of Dispute, such notice shall be deemed to be a notice of arbitration and the parties agree to submit the Dispute to a single arbitrator. The arbitrator is required to have experience in arbitrating cases involving investment banking, merchant banking, private equity funds, or hedge funds, and shall be appointed by the Hong Kong International Arbitration Centre ("HKIAC"). The Dispute shall be finally resolved pursuant to the HKIAC Domestic Arbitration Rules in force. The venue of such arbitration shall be Hong Kong. All decisions and awards rendered by the arbitrator shall be final and binding upon the parties for all questions submitted to such arbitrator, and the costs associated with such submission shall be shared equally by the parties involved in the Dispute unless the arbitrator decides otherwise. The parties waive all rights of appeal, therefore to any court or tribunal, and agree that the only recourse by any party to any court shall be for the purpose of enforcing an arbitration award. The language to be used in the arbitral proceedings shall be English, and documentary evidence in other languages must be accompanied by a translation into English when submitted in the arbitral proceedings. All evidence divulged, and submissions made, as part of the arbitration shall remain at all times confidential, subject to any duties that a Party has to make disclosure to others as required by law, which disclosure shall be limited to that which is absolutely required.

Governing Law. The parties agree that the validity, operation, and performance of these Terms and Conditions shall be governed by and interpreted in accordance with the laws of Hong Kong applicable therein (notwithstanding conflict of law rules). The Parties do expressly and irrevocably concede to the jurisdiction of courts located in Hong Kong with respect to any matter or claim, suit, action or proceeding arising under or related to these Terms.

Severability. The invalidity or unenforceability of any provision of these Terms and Conditions shall not for those reasons alone affect the validity or enforceability of any other provision of these Terms and Conditions.

Assignment. The services contemplated hereunder are personal to you and you shall not have the right or ability to assign, transfer or subcontract any rights or obligations under this agreement without the written consent of VEP. Any attempt to do so shall be void. VEP may fully assign and transfer this agreement in whole or part.

Survival Clause. The provisions of these Terms and Conditions which ought to survive the termination of this Agreement shall survive including without limits, Non-Solicitation of Clients, Privacy, Confidentiality and Intellectual Property, Reliance by Clients, and Agreement Details.

Termination. You shall have the right to withdraw from the VEP Networks at any time upon notice to VEP, and VEP shall have the unlimited right to terminate or limit your membership in the VEP Networks at any time and for any reason.

Modifications. Changes in relation to this agreement shall be posted on the VEP website or emailed to you and shall be effective promptly. We retain the right to make modifications or replace any of the Terms and Conditions. You may choose to opt-out of the VEP networks if you do not agree with any change, otherwise, your continuation in the network after any change becomes effective represents you accept these changes. We endeavour to try and provide notice of modifications to these Terms and Conditions. However, you also agree that it is also your responsibility to make reasonable efforts to be aware of such modifications.