

FUNCTION VENTURES

ADVISORY SERVICES STANDARD TERMS AND CONDITIONS

By selecting “*I AGREE*” below, you acknowledge and agree that the following ADVISORY SERVICES STANDARD TERMS AND CONDITIONS (these “**Terms**”) shall apply to and shall be incorporated into each Proposal entered into by and between you (“**Company**”) and FxV2 Inc. d/b/a Function Ventures, a Delaware corporation (“**Function Ventures**”).

1. Retention of Function Ventures. Function Ventures provides advisory services to start-up and growth phase companies through its network of independent advisors (the “**Advisors**”). The Company hereby retains Function Ventures to provide the Services (defined here), and Function Ventures accepts such retention, upon the terms and conditions set forth in these Terms. The Services shall be provided pursuant to one or more proposals entered into by and between the Company and Function Ventures (each a “**Proposal**”).

2. Term; Termination.

(a) The term of each Proposal shall commence on the Effective Date specified in the that Proposal and shall terminate on the date specified therein. The parties may by mutual written agreement extend the term of any Proposal.

(b) In the event of termination, the Company shall be obligated to pay all amounts due to Function Ventures through the termination date. The terms and conditions of these Terms shall survive termination to the extent necessary to give effect thereto.

3. Advisory Services.

(a) Beginning on the applicable Effective Date, Function Ventures shall provide one or more Advisors as outlined in the Proposal to advise the Company concerning such matters that relate to financial and strategic matters of the Company (the “**Services**”), in each case as the Company shall reasonably request.

(b) The Advisor(s) assigned to the Company shall be those individuals identified in the Proposal or such other individuals as are mutually agreed by Function Ventures and the Company. If an Advisor assigned to the Company becomes unavailable for any reason, Function Ventures shall endeavor to promptly identify and assign a replacement. Upon 30 days’ notice to Function Ventures the Company may request that an Advisor be removed from assignment to the Company, in which case Function Ventures shall endeavor to promptly identify and assign a replacement.

(c) The Services shall not extend to the day-to-day business or operations of the Company and shall not include any services provided by officers, employees or directors of the Company. Although the Advisors may include individuals who are licensed as certified public accountants, attorneys or who maintain other professional licenses, the Services do not include accounting, tax, regulatory or legal advice. Function Ventures and the Advisors shall provide only general business consulting services under these Terms. Although the Services may include advice and recommendations, all decisions in connection with the implementation of such advice and recommendations shall be sole the responsibility of, and made by, the Company.

(d) An Advisor shall devote such time to any task, project or interaction requested by Company as the Advisor shall deem, in its sole discretion, necessary. Advisors independently determine the extent to which their expertise is relevant to any particular task, project or interaction requested by

Company and the manner of their performance, including as to whether performance occurs in person or by telephone or other communication. Function Ventures shall have no obligation to the Company as to the manner of rendering the Services hereunder, and the Company shall not have any right to dictate or direct the details of the Services rendered hereunder.

(c) Function Ventures shall perform all Services as an independent contractor to the Company and not as an employee, agent or representative of the Company. Each Advisor is acting hereunder as an independent contractor of Function Ventures and not as an employee, agent or representative of Function Ventures or the Company. Neither Function Ventures nor any Advisor shall have authority to act as an agent for or to bind the Company without its prior written direction and consent. Nothing in these Terms is intended nor shall be deemed to create any partnership, agency or joint venture relationship by, between or among Function Ventures, the Company and/or any Advisor.

(d) These Terms is not exclusive and shall not prohibit, restrict or limit in any manner Function Ventures, any Advisor or any of its or their partners or affiliates, or any director, officer, partner, employee agent or contractor thereof (collectively, “**Function Ventures Persons**”) from engaging in other activities, whether or not competitive with any business of the Company or any of its respective subsidiaries or affiliates; provided, that such activities do not breach Section 7 (Confidentiality) hereof. This Agreement shall not require Function Ventures or any Function Ventures Person to make available to the Company any business or investment opportunity about which Function Ventures or any Function Ventures Person shall become aware.

(e) In the event the Company is dissatisfied in any manner with the Services provided by Function Ventures hereunder or with Function Ventures’ performance under these Terms, the Company’s sole remedy shall be to terminate these Terms. Function Ventures makes no warranties, express or implied with respect to the Services or the outcomes thereof. Under no circumstances shall the Company have any claim for damages against Function Ventures or any Function Ventures Person arising out of or relating to the performance, quality, content, manner of delivery or outcomes of the Services.

4. Accuracy of Information. The Company shall furnish or cause to be furnished to Function Ventures or the Advisors such information as Function Ventures or the Advisors believes to be reasonably appropriate in connection with providing the services contemplated by these Terms (all such information so furnished, the “**Information**”). The Company recognizes and confirms that Function Ventures and the Advisors (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated by these Terms without independent verification, (b) do not assume responsibility for the accuracy or completeness of the Information and such other information and (c) are entitled to rely upon the Information without independent verification. The Company shall not provide any Information to Function Ventures or any Advisor unless the Company has a right and all necessary permissions to do so.

5. Compensation.

(a) Fees. As consideration for the Services provided by Function Ventures hereunder, the Company agrees to pay to Function Ventures the cash fees as specified in the Proposal (the “**Consulting Fees**”).

(b) Equity Compensation. As additional consideration for the Services provided by Function Ventures hereunder, the Company agrees to issue to Function Ventures or an affiliate thereof identified by Function Ventures equity compensation, if any, as specified in the Proposal (the “**Equity Incentive**”).

(c) **Expenses.** Upon presentation by Function Ventures to the Company of such documentation as may be reasonably requested by the Company, the Company shall reimburse Function Ventures for all reasonable out-of-pocket expenses incurred by Function Ventures or the Advisor in connection with the in the performance of the Services.

(d) **Terms.** In the event that the Company is late in paying any Consulting Fees due pursuant to this Section 5, a late fee shall be charged on the overdue balance at a rate of 1.5% per month or the highest rate permitted by applicable state law, whichever is lower. In the event of late payment, Function Ventures may upon written notice to the Company suspend all or any portion of the Services until the Company has paid all outstanding amounts, including late fees. Function Ventures shall have no liability for such suspension of Services and such suspension shall not be deemed to be a breach of Function Ventures' obligations. The Company shall reimburse to Function Ventures promptly upon invoice all costs incurred by Function Ventures in the collection of amounts due from Client hereunder, including reasonable attorney's fees and court costs as applicable.

6. Intellectual Property. Nothing in these Terms shall be construed as granting any rights under any patent, copyright or other intellectual property right of the Company, nor shall these Terms grant to Function Ventures or any Advisor any rights in or to the Company's Confidential Information, except the limited right to use the Confidential Information in connection with the Services. To the extent that an Advisor jointly or solely conceives, develops or reduces to practice any new inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws or other intellectual property which would be deemed to be Confidential Information of the Company (collectively, "**Intellectual Property**") which clearly relates to the Company's business or technology and has been created by the Advisor solely in the course of the performance of Services, such Intellectual Property is "work made for hire" for the benefit of the Company and all rights, titles and interest to such Intellectual Property is hereby assigned to the Company. As requested by the Company and only with respect to Intellectual Property assigned to the Company pursuant to the foregoing, Function Ventures shall take all steps reasonably necessary and within its powers to assist the Company in obtaining and enforcing in its own name any such Intellectual Property right; provided, that the Company shall compensate Function Ventures at a reasonable rate for time actually spent at the Company's request providing such assistance.

7. Confidentiality. Function Ventures agrees to maintain the confidentiality of the Confidential Information (as defined below), except that Function Ventures may disclose Confidential Information (a) to its partners, members, directors, officers, employees, contractors, agents and advisors (and those of its affiliates), including the Advisors assigned to the Company and Function Ventures' accountants, legal counsel and other advisors (it being understood that the person to whom such disclosure is made will be informed of the confidential nature of such Confidential Information and instructed to keep such Confidential Information confidential), (b) to the extent required by any subpoena or similar legal process, (c) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to these Terms or the enforcement of rights hereunder, or (d) with the consent of the Company. For the purposes of these Terms, "**Confidential Information**" means all non-public information received by Function Ventures from the Company relating to the Company or its business, other than any such information that (i) was in the possession of Function Ventures Persons prior to receipt from the Company, (ii) is developed by a Function Ventures Person independent of any Confidential Information, (iii) is or becomes publicly available other than by reason of a breach of these Terms, or (iv) is or becomes available to a Function Ventures Person on a non-confidential basis from a source other than the Company.

8. Indemnification.

(a) The Company will indemnify and hold harmless Function Ventures and each Function Ventures Person (each such person, an “**Indemnified Party**”) from and against any and all losses, claims, damages, liabilities, costs and expenses, whether joint or several (the “**Liabilities**”), related to, arising out of or in connection with these Terms or the Services contemplated by these Terms or the engagement of Function Ventures pursuant to, and the performance Function Ventures of the Services contemplated by, these Terms, whether or not pending or threatened, whether or not an Indemnified Party is a party, whether or not resulting in any liability and whether or not such action, claim, suit, investigation or proceeding is initiated or brought by or on behalf of the Company. The Company will reimburse any Indemnified Party for all reasonable costs and expenses (including attorneys’ fees and expenses) as they are incurred in connection with investigating, preparing, pursuing, defending or assisting in the defense of any action, claim, suit, investigation or proceeding for which the Indemnified Party would be entitled to indemnification under the terms of the previous sentence, or any action or proceeding arising therefrom, whether or not such Indemnified Party is a party thereto. The Company will not be liable under the foregoing indemnification provision with respect to any particular Liability of an Indemnified Party solely to the extent that such is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted primarily from the gross negligence or willful misconduct of such Indemnified Party. The attorneys’ fees and other expenses of an Indemnified Party shall be paid by the Company as they are incurred upon receipt of an agreement by or on behalf of the Indemnified Party to repay such amounts if it is finally judicially determined that the Liabilities in question resulted primarily from the gross negligence or willful misconduct of such Indemnified Party.

(b) The Company acknowledges and agrees that the Indemnified Parties have certain rights to indemnification and/or insurance provided by Function Ventures and certain of its affiliates and that such additional rights to indemnification and/or insurance are intended to be secondary to the primary obligation of the Company to indemnify the Indemnified Parties hereunder. The Company’s obligations to provide indemnification hereunder shall not be limited in any manner by the availability of such additional indemnification and/or insurance that may be available to the Indemnified Parties.

9. Non-Circumvention. The Company acknowledges that Function Ventures has invested substantial time and resources establishing its relationships with the Advisors and the business of Function Ventures is dependent on the availability of those Advisors to provide advisory services through Function Ventures to clients such as the Company. The Company further acknowledges that Function Ventures would be irreparably damaged, and its substantial investment of time and resources in establishing its relationships with the Advisors would be materially impaired, if the Company were to enter into an activity which would have the effect of interfering with or circumventing the relationships between Function Ventures and the Advisors. In recognition of the foregoing, the Company covenants and agrees, for itself and its affiliates, during the Term and for 24 months thereafter not to engage or seek to engage or employ any Advisor that is or was assigned to the Company to perform services of the type offered pursuant to these Terms without the prior written consent of Function Ventures. Without limitation, the Company shall be deemed to have breached this Section 9 in the event that (i) the Company terminates these Terms or an Advisor assigned to the Company ceases to be available to Function Ventures in connection with the to performance of Services hereunder, and (ii) the Company engages or hires, whether prior to or within 12 months such event, any Advisor assigned to the Company. If the Company breaches this Section 9, then the Company shall pay Function Ventures a placement fee of \$100,000 per occurrence as liquidated damages for such breach due and payable upon invoice by Function Ventures.

10. Non-Disparagement. Each party agrees that it will not and will not allow any person or entity under its reasonable control to publish or communicate to any person or entity, or in any public forum, whether directly or indirectly through any third party, any disparaging, negative, false, misleading or defamatory remarks, comments or statements concerning (i) the other party, (ii) its businesses, products or services, or (iii) any of its current or former officers, managers, directors, shareholders, employees, consultants, contractors, advisers or agents, including, with respect to Function Ventures, the Advisors; provided, that the foregoing shall not preclude a party ability to respond truthfully under oath as required pursuant to legal or regulatory process.

11. Publicity. During and after the Term, Function Ventures shall have the right to refer to the Company in its marketing and communications as a current or, as applicable, former client. During the Term, the Company may refer to Function Ventures as a service provider to the Company. The Company shall separately obtain written consent from any Advisor prior to publication of the name, likeness, voice or any other personal or biographical information regarding such Advisor.

12. Notices. All notices, requests, consents and other communications hereunder shall be in writing and shall be deemed sufficient if personally delivered, sent by nationally-recognized overnight courier, or by registered or certified mail, return receipt requested and postage prepaid, addressed to the address specified on the signature page hereof or to such other address as the party to whom notice is to be given may have furnished to each other party in writing in accordance herewith. Any such notice or communication shall be deemed to have been received (i) in the case of personal delivery, on the date of such delivery, (ii) in the case of nationally-recognized overnight courier guaranteeing next day delivery, on the next business day after the date when sent, and (iii) in the case of mailing, on the fifth business day following that on which the piece of mail containing such communication is posted.

13. Benefits of Agreement. These Terms shall bind and inure to the benefit of Function Ventures, the Company, the Indemnified Persons and any successors to or assigns of Function Ventures and the Company; provided, however, that these Terms may not be assigned by the Company without the prior written consent of Function Ventures.

14. Force Majeure. Function Ventures will be excused from performance hereunder if such performance is prevented by any cause or causes beyond its reasonable control. Such causes may include, but are not necessarily restricted to, acts of God, of the public enemy, terrorist acts, insurrection, civil disturbance, acts of the government in either its sovereign or contractual capacity, fires, epidemics, quarantine restrictions, strikes or labor disturbance, acts or omissions of carriers, transmitters, phone companies, Internet service providers, Internet backbone providers, vandals, or hackers.

15. Governing Law and Venue. These Terms shall be governed by and construed and enforced in accordance with the laws of the State of New York (without giving effect to principles of conflicts of laws). Each party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other party in any way arising from or relating to these Terms, in any forum other than the Federal or State Courts located in the Southern District of New York; provided, that a final judgment in any action, litigation or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

16. Waiver of Trial By Jury; Limitation of Damages. Each party acknowledges and agrees that any controversy that may arise under these Terms is likely to involve complicated and difficult issues and, therefore, each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to these Terms. IN NO EVENT SHALL FUNCTION VENTURES AND ANY FUNCTION VENTURES PERSON BE LIABLE FOR DAMAGES IN

EXCESS, IN THE AGGREGATE, OF THE TOTAL AMOUNT CONSULTING FEES PAID HEREUNDER OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

17. Headings. Section headings are used for convenience only and shall in no way affect the construction of these Terms.

18. Entire Agreement; Amendments. These Terms and each Proposal, into which these Terms are incorporated, contains the entire understanding of the parties with respect to its subject matter and supersedes any and all prior agreements, and neither it nor any part of it may in any way be altered, amended, extended, waived, discharged or terminated except by a written agreement that specifically references these Terms and the provisions to be so altered, amended, extended, waived, discharged or terminated is signed by each of the parties hereto and specifically states that it is intended to alter, amend, extend, waive, discharge or terminate this agreement or a provision hereof.

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