



**Acceptance to Participate , Disclaimer and Confidentiality Agreement**

I/We, .....(the Participant) Of .....(Company) HEREBY AGREE to participate in the .....(the 'session') organized by Venture Center between the Participant and .....( External Advisor)on the following terms and conditions:

1. The Participant understands the 'session' constitutes an aspect of Advisory Services and is intended to be a facilitative "role play" and /or "brainstorming" exercise to assist the Participant in gathering objective information and review options to make decisions on their own account and of their own accord which may or may not wholly or partly based on information or discussions imparted during the Session.
2. The Participant upon request will provide to Venture Center, any necessary business plans, financial information and/or other information pertaining to the Participant's business operations that may be relevant to the intent of the Session.
3. Since Venture Center and its External Advisors regularly review several business plans and talk to entrepreneurs on a variety of topics, Venture Center or its advisors cannot sign confidentiality agreements. The Participant understands that he/she should limit discussions to non-confidential matters. The participant can choose to seek IP protection in advance of the discussions.
4. Subject to any written agreement, the Participant and Venture Center and External Advisor, the Participant agrees to indemnify and keep indemnified Venture Center from any claim arising whatsoever from any information, suggestions and/or advice imparted during and/or subsequent to the session. The Participant can take the relationship with the External Advisor outside of Venture Center on an expanded fee based model. At this point, the indemnity clause can be revised via mutual agreement between Participant and External Advisor. The External Advisor has confirmed to Venture Center that he/she does not have any conflict of interest in participating in these sessions.
5. The session does not constitute External Advisor or the Participant an agent or legal representative of the other and does not create or evidence a partnership between them.

Dated:

Participant

External Advisor

Signed

Name: