

Memorandum of Understanding Agreement
Between
Venture Hive, LLC
and
AGW Group

I. Purpose

The purpose of this Memorandum of Understanding Agreement (the "MOU Agreement") is to set forth the intentions and responsibilities of Venture Hive, LLC ("VH") and AGW Group ("AGW"), with the objective of (i) partnering to create educational content ("Program Materials") based on VH's and AGW's original and/or wholly-owned content, and (ii) jointly creating, promoting, implementing, and administering programs to develop innovation pipelines and system of management for commercialization offices and entrepreneurship and intrapreneurship / corporate innovation programs. For this reason, VH and AGW (collectively "the Parties") enter into this MOU Agreement, through the activities delineated herein.

II. Background

VH is a leading global entrepreneurial education company based in Miami that creates, tests, and validates the content and software tools that corporations, governments, and universities need to run innovation management, economic development, and entrepreneurship programs; providing the resources, training, and support to spur innovation, technology commercialization, and job creation.

Flitepath, VH's platform, is a proprietary program and innovation management solution, supporting entrepreneur development with portfolio and/or innovation pipeline reporting tools. Furthermore, Flitepath allows for the assessment of ROI and encourages accountability across all stakeholders by offering complete program transparency, monitoring impact across dozens of individual and venture-level metrics, mentor and content engagement, and documentation of deliverables and program interaction. In addition to hosting and managing several highly competitive incubator and accelerator programs for selected entrepreneurs from around the world, VH provides a turnkey entrepreneurial education platform solution to several academic, corporate, and government institutions, including an accelerator focused on the armed forces veteran community in Fort Walton Beach, Florida.

AGW Group HK Limited, based in Tel Aviv, Israel, holds offices in Hong Kong, and also has a daughter company (AGW Thailand Limited) with offices in Bangkok, Thailand. AGW Group (www.agwcorp.com) was created on the concept of becoming "Asia Gateway", in creating a bridge between cutting edge technologies to our South East Asia partners. We are considered to be maybe the most influential private group in Thailand that comes with Israeli tech expertise and orientation.

We work closely with all the Thai ecosystem including the government (we have launched this year the first national accelerator of Thailand - "Spark"), with the Thai universities (we are working now with 25 universities in assisting them to improve their technology transfer centers), and with the private sector. With regard to the private sector we are working closely with most of the big players in Thailand that are providing us their technology needs. It is important to emphasize that Thailand is a hub to all SEA so we are actually speaking about a market in a size of 700 million people.

We, at AGW, put an emphasis on adopting the local cultures in each place we work in and adapting the technology and knowledge to fit the needs and challenges of the local companies and people.

The modus operandi of the company is studying each market, analyzing it, answering its needs and provide the best comprehensive solutions and services. With this ultimate combination of the Know-How (Experienced experts in each field of operation) and the Know-Who (network and connections), the group is equipped to deliver results and answer the market needs anytime and anywhere.

AGW holistic approach demands that in every field there will be a person with a vast experience (minimum of 15 years), success stories behind him and with references. Our team are the best of the best in their fields, we demand perfection and do not compromise on our team capabilities.

III. Objectives: Roles and Responsibilities

This MOU Agreement provides for a broad-based alliance between the Parties. It reflects a shared value and focus for seeking joint collaboration opportunities aligned with each party's respective vision, mission, and impact goals.

Areas of Cooperation:

1. Commercialization / tech transfer program development offering
2. Co-development of Flitepath offering for tracking commercialization for tech transfer offices in Universities
3. Content creation for academic and inventor education for commercialization best practices

a. Content Partnership

In partnering to create Program Materials, VH will leverage its existing content and will be granted non-exclusive rights to AGW's content library, including but not limited to AGW's videos, posts, and articles.

1. In return for the granting of such rights by AGW to VH, VH will be responsible for packaging AGW's content so that AGW may sell such content directly to its customers via distribution channels of AGW's choosing and/or include such content in the jointly-run programs (referenced below). The scale and scope of packaged content created (length, number of modules, topics, etc.) by VH will be undefined and ultimately determined after a thorough review of AGW's content; the details and next steps of the review will be addressed in a future Addendum.

b. Program Partnership

Per the Commercial Terms outlined below, VH and AGW will partner to create, promote, implement, and administer corporate and university training and/or innovation programs.

1. The Parties will be jointly responsible for all pre-sales, marketing, programming, training, and support activities relating to potential customers.
2. In addition, the Parties will have the right to include their individual branding elements, as applicable.

c. Program Referrals

Per the Commercial Terms outlined below, VH and AGW will refer each other to possible customers internationally who may want only the partner's product.

Based on this MOU Agreement, VH and AGW will conduct specific projects related to the purpose and objective of this MOU Agreement, subject to subscription of subsequent Addendums, which will include the following specific elements:

- General description of the project

- Objective of project
- Promotion and implementation strategies
- Specific goal(s) and action plan(s), including costs and expected income
- Resources assigned to the project
- Compensation structure
- Legal governance

d. Notice of Copyright

When using any of AGW’s copyrighted works, VH must display the copyright notice that AGW prescribes. Failure to comply with these provisions for copyright protection constitutes breach of this MOU Agreement.

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AGW must notify VH of any infringements or potential infringements of the copyrights, and VH reserves the right to exclusively control any legal or administrative proceeding and take any action (including no action) that it deems appropriate.

e. Intellectual Property

AGW has created valuable intellectual property (IP) associated with its events and content, and AGW WILL RETAIN FULL OWNERSHIP OF ITS CONTENT LIBRARY. This MOU Agreement does not transfer ownership of AGW IP to VH but allows VH to have full access and the aforementioned rights to use AGW IP to create Program Materials per the terms of this MOU Agreement.

AGW will have full access and rights to such content created by VH, provided such content constitutes Program Materials, as defined above.

f. Mutual Indemnity

Each Party shall indemnify, defend and hold harmless the other Party, its officers, agents, volunteers, contractors, and employees from any and all liability, loss, expense (including reasonable attorneys’ fees and other defense costs), or claims imposed for damages of any nature whatsoever, including but not limited to, bodily injury, death, personal injury, or property damage arising out of willful misconduct or gross negligent acts or omissions on the part of the Party’s own officers, agents, contractors, or employees under or in connection with any obligation under this MOU Agreement. This indemnity shall survive termination of this MOU Agreement.

g. Confidential Information

VH will share proprietary Confidential Information with AGW in support of this MOU Agreement. This Confidential Information can be used only to deliver the objectives set forth in this MOU Agreement and is furnished on the condition that confidentiality will be maintained through all reasonable efforts VH prescribes, no unauthorized copies of the information will be made or distributed, and all employees and volunteers with access to the information will sign confidentiality agreements (attached hereto) that VH provides and which IC agrees to enforce.

h. De-Identification

Immediately upon the expiration (without renewal) or termination of this MOU Agreement, AGW will discontinue using any and all VH marks or any colorable imitations of its marks, including all telephone listings, internet domain names, websites, advertising products, signs, and other materials, that display the VH program's marks.

i. Designated Points of Contact

For Venture Hive LLC.:
Susan Amat, Ph.D., Founder/CEO
susan@venturehive.com; +01 305-735-1274

For AGW Group, Inc:
Eitan Levie, Chairman & CEO
eitan@agwcorp.com; [+972-52-5278279](tel:+972-52-5278279)

j. Effective Date, Duration, Amendments and Termination

This MOU Agreement shall be effective when signed by both Parties. The initial duration of this MOU Agreement is December 5, 2017 through December 5, 2019 (the "Term"). However, the duration may be extended if both Parties so agree in writing (the "Renewal Term"). AGW must notify VH at least sixty (60) days prior to the expiration of the Term or the Renewal Term of AGW's intention to renew.

In addition, this MOU Agreement may be amended if both Parties agree in writing. Either Party may terminate this MOU Agreement at any time upon thirty-day (30) advance written notice to the other Party, with such termination becoming effective upon the date set forth in such written notice.

Immediately upon the expiration (without renewal) or termination of this MOU Agreement, AGW must discontinue using any and all of VH's copyrighted materials and other confidential information.

k. Governing Law and Venue

Per Section III above, governing law and venue will be addressed in subsequent Addendums.

THE PARTIES HAVE REVIEWED AND APPROVED THE PROPOSED OBJECTIVES AND EXECUTED THIS MOU AGREEMENT BY THE SIGNATURES OF THEIR RESPECTIVE AUTHORIZED REPRESENTATIVES ON THE DATE SET FORTH BELOW. WE, THE UNDERSIGNED HAVE READ AND AGREE WITH THIS MOU AGREEMENT.

By:	By:
Print Name:	Print Name:
Title:	Title:
Date:	Date: