

LOYAL3® BROKERAGE ACCOUNT AGREEMENT

Dated December 8, 2014

Agreement. This brokerage account agreement describes the legal obligations between our customers (“**customers**” or “**you**”) and LOYAL3 Securities, Inc. (“**LOYAL3**” or “**we**”) to open a LOYAL3 account (an “**account**”) and receive services – primarily your participation via the web, social media, and mobile application in securities offerings of companies (each a “**company**” or an “**issuer**”) making those offerings to their own customers, other persons connected with the company, and/or to the general public through the LOYAL3 web and mobile technology platforms (“**LOYAL3 platform**”). Offerings made available through the LOYAL3 platform may include Social Stock™ Plan offerings (formerly referred to as a Customer Stock Ownership Plan or “**CSOP**”) (a “**Plan**”); offerings of shares by a company in its initial public offering (an “**IPO**” or “**Social IPO™**”) or in subsequent underwritten public offerings, referred to as follow-on offerings (“**Follow-on Offerings**”) and other plans, arrangements or offerings made available from time to time. IPOs and Follow-on Offerings are collectively referred to as “**Offerings**.” This agreement also covers transactions in other selected equity securities made available through the LOYAL3 platform.

Although this agreement is the general agreement covering the services we may make available or provide to you, you are also subject to additional agreements and disclosures in the LOYAL3 website or social media pages that cover products, services, or account features for which you may enroll. You will also be subject to additional agreements and disclosures we may email to you from time to time. If any provision in one of those additional agreements conflicts or is inconsistent with this agreement, the provisions of the additional agreement will control for matters and services covered by that additional agreement. LOYAL3 reserves the right to decline any request to open an account or to provide for any features and may close an account for any reason.

If you agree to the terms below, select “**I Agree**” and you consequently (1) acknowledge your intention to be bound by this agreement (as may be amended from time to time as provided by notice to you), (2) consent to electronic delivery in section 16 of this agreement (Consent to Electronic Delivery and Communication), and (3) make the tax certification in section 47 (Tax Certification) that is required by the IRS. You also understand that this agreement is subject to a pre-dispute arbitration clause in section 42 (Arbitration).

1. Investing Using the LOYAL3 Platform. If you decide to purchase or sell shares in a company’s Plan or Offering or purchase or sell other stocks available on the LOYAL3 platform, you must use one of the online applications and have provided electronic payment instructions using the LOYAL3 platform. In ordinary circumstances, you may not use email, regular or overnight mail, voice mail, or any other method of communication to transmit orders. In the event of significant service disruptions, phone orders may be accepted. Please see the LOYAL3 Business Continuity Plan (available online) for situations in which this would apply. Transactions are subject to the terms of

the company's prospectus for the particular Plan or Offering, which is the document created for disclosure regarding the offering that will include requirements and restrictions for purchases and sales; in the case of an Offering, the prospectus and the LOYAL3 Platform Overview & Risks ("**Overview & Risks**") and in the case of other stocks made available, this Agreement.

2. LOYAL3's Role. In any securities transaction, LOYAL3 generally will be acting as your agent or broker. Neither LOYAL3 nor any of its affiliated companies intend to act or perform the function of an underwriter in any offering by any company, except to the extent described in section 5 (Offerings). You understand that LOYAL3 and LOYAL3 personnel will make no recommendations about any securities and will not discuss the appropriateness of any transaction or company. Nor will they provide any tax, accounting, or legal advice. You acknowledge that all investment decisions are made solely by you. In addition, any information on our sites, whether provided by us or by a company, is not a recommendation from us regarding general market conditions, a particular security, transaction, or style of investing.

3. Eligibility to Open and Maintain an Account/Participate in Offerings. An account currently may only be opened for an individual (see "Account Types" below in section 4). In order to open and maintain an account, you represent that (a) you are a U.S. resident of legal age to enter into contracts where you reside; (b) you are not an affiliate with or an associated person of a U.S. broker-dealer, an exchange, or the Financial Industry Regulatory Authority ("FINRA"); and (c) you are not a board member, executive officer, or 10% owner of a company publicly traded in the U.S. If these representations change, you must notify LOYAL3 promptly and close your account. When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. Under certain circumstances, non-U.S. residents may be able to open a LOYAL3 account. Please check with the specific prospectus, if any, applicable to the particular offering in which you are considering transacting for details. By submitting an offer for or reserving shares in any IPO or Follow-on Offerings, you represent that you are not a "restricted person" as defined by FINRA Rule 5130 and that you are not an executive officer, board member, or 10% owner of a "covered non-public company" as defined by FINRA Rule 5131 or a person materially supported by one (defined as persons directly or indirectly receiving more than 25% of their income in the prior calendar year and those living in the same household as one). Any such person may not purchase shares in any IPO, except as permitted by FINRA rules relating to issuer-directed plans. Under certain circumstances and only as directed by the issuer, LOYAL3 may permit the issuer's executive officers, board members, or policy-makers to participate in the issuer's Offerings, in which case additional account restrictions may apply.

4. Account Types. All accounts are "cash" accounts, which means that all purchases must be paid for in advance with settled funds, and LOYAL3 does not provide credit or "margin" lending to you. LOYAL3 currently only provides a limited variety of account types, although new types may be provided in the future. You should refer to the Platform for current availability.

5. Offerings. Companies may use the LOYAL3 platform to make shares in an initial public offering (or follow-on offering) available to their own customers and other persons with an affinity for the company, or LOYAL3 may have an arrangement with the lead underwriter or underwriters in an Offering to act as a Co-Manager in the selling syndicate or as a selected dealer of an Offering to provide availability for customers and other persons with an affinity for the company or to the public.

LOYAL3 may enter into agreements with the issuer regarding our customers' participation in the Offering, particularly in the case of IPOs. Each Offering will be governed by the company's prospectus and the "Overview & Risks" presented with that Offering, and the procedural steps described in this agreement may change from time to time or vary as such steps will be reflected on the Offering enrollment site, the Overview & Risks, and/or in the prospectus. All available funds in your LOYAL3 account may be used for new purchases or may be transferred to the checking account you have provided on the LOYAL3 platform (see section 12 (Deposits and Withdrawals) below).

6. General Equity Securities in Publicly Traded Companies. You may make transactions in certain equity securities of companies traded on a U.S. exchange that are not subject to a Plan. The listing of these stocks has no relation to the present or future value of the stock. As with all securities available through the LOYAL3 platform, LOYAL3 is not making a recommendation and the availability of a particular stock does not mean that a company's stock is an appropriate investment for you. Many of the stocks available on the LOYAL3 platform are specifically chosen for listing based on social prominence or having previously conducted an Offering through the LOYAL3 platform; they are not chosen based on current or perceived future value. As with all equity securities, the stock may gain or lose value and there is a risk that it could lose all value. LOYAL3 is not liable for loss due to market fluctuations. LOYAL3 may change or terminate the securities made available under this program at any time. Although you will not be able to purchase new shares of these Stocks if the program is terminated, you will be able to retain the stocks you have purchased in your LOYAL3 account and be able to sell them as described below.

7. Purchases. Securities transactions on the LOYAL3 platform are not "real time" market orders, that is, orders placed promptly when you enter your order. They are, instead, combined with other orders in a "batch" (usually on a daily basis) and submitted to the market for execution, allowing all customers to receive the same price. (Note that (a) Offering purchases are not market purchases; the pricing of Offerings are described in the Overview & Risks and (b) certain Plans, so-called "Treasury Plans," involve stock delivered by the company and are also not purchased on the market; those purchases are described in the prospectus for the Plan.) LOYAL3 does not accept limit orders, meaning you may not set a share price ahead of time at which a purchase or sale is triggered. Purchases will only be made upon receipt of settled funds, which depending on the funding source, may take between 2-3 business days (see section 12 (Deposits and Withdrawals)). When entering a purchase, you will need to verify the correct funding source is displayed before confirming the order. If funds are available in your LOYAL3

account and a purchase order is entered by 2:00 pm (ET) on a trading day, it will usually be submitted to the market in that day's batch (note that such time may be subject to change as will be reflected on the LOYAL3 website). Purchases can be entered as a "one time" transaction or as a recurring monthly schedule, or Automated Investment Plan. The LOYAL3 platform provides for purchase orders that are generally specified only in dollar amounts and not by the number of shares. Consequently, purchases are likely to include fractional or partial shares (reflected by decimal points out to four positions). You understand that your purchases and sales in a Plan are also governed by requirements or restrictions in a company's prospectus, if any. On the LOYAL3 platform, you may generally purchase no more than \$10,000 in any IPO and \$2,500 per non-IPO stock in any 30-day period. A different limit may be set for a particular Offering or stock, for example, as provided in a Plan prospectus or on the Offering enrollment site on the LOYAL3 platform, and these numbers may be modified without a change in this agreement.

8. Sales. As with purchases, sales transactions on the LOYAL3 platform are not "real time" market orders, that is, orders placed promptly when you enter your order. They are, instead, combined with other orders in a "batch" (typically only once a day) and submitted to the market for execution, allowing all customers to receive the same price. LOYAL3 does not accept limit orders, meaning you may not set a share price ahead of time at which a purchase or sale is triggered. LOYAL3 allows for the sale of any whole or fractional shares or all of your holdings in a particular stock. All proceeds from sales will go into your account at LOYAL3, where they may be used for new purchases, or may be transferred to the checking account you have provided on the LOYAL3 platform (see section 12 (Deposits and Withdrawals)).

9. Cancellation of Orders. You may cancel an Automated Investment Plan at any time. However, in order to ensure funds are not debited from your checking account, you must cancel the next monthly purchase by 12:01 am (ET) on the day you designated for the funds to be debited from your checking account. As a general practice, one-time purchases and sell orders may not be cancelled once they have been initiated online.

10. Your Share Holdings and Transaction History. You can access information about your account, including the shares in your account and the status and history of your transactions by logging into your LOYAL3 account. We maintain records of stock purchased by you in electronic book-entry form. Holdings are likely to include fractional or partial shares (reflected by decimal points out to four positions). You understand that it is likely that you will receive fractional shares in stock purchases and that you may only be able to vote your whole shares and not fractional shares. In addition, if you transfer your account to another U.S. financial institution, you may not be able to transfer the fractional shares, but will instead need to sell those fractional shares and transfer the proceeds to your designated checking account. In addition, physical certificates are not available through LOYAL3. To obtain physical certificates, you would need to transfer your account to another financial institution. See section 18 (Transfer of Accounts) for more information.

11. Funding Sources. You represent to LOYAL3 that you are the owner, holder, and authorized user of each of the checking account (the “**funding source**”) provided by you online, and you authorize LOYAL3 to charge your designated funding source as payment for all transactions for which they are eligible.

12. Deposits and Withdrawals. Cash can be transferred to and from a checking account at a U.S. financial institution. Any cash balance in your LOYAL3 account is invested on your behalf in the money market fund identified in the account-opening process. In order to open a LOYAL3 account, you agree to have any cash balances placed in the money market fund. An investment in a money market fund is neither insured nor guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency. Although money market funds seek to preserve the value of your investment at \$1 per share, it is possible to lose money by investing in a money fund. Investors should carefully consider information contained in the money market fund prospectus, including investment objectives and risks. You can view, download, and print a prospectus of the money market fund when you open your account. Please read the prospectus carefully before investing. Investment value and return will fluctuate, such that shares when redeemed may be worth more or less than the original cost. You will not receive interest or dividends from any cash balances held for you in the money market fund. The nominal interest or dividends are used to help cover the costs of funds movements and other fees incurred by LOYAL3.

13. Availability of Funds. Funds that are received into your LOYAL3 account are immediately available for purchases, but may not be available for withdrawal for up to 10-business days. LOYAL3, at its sole discretion, may impose longer holding periods or restrictions so that funds may not be made available for new purchases or withdrawal.

14. Insufficient Funds. LOYAL3 reserves the right to cancel or cover any transaction that is subject to a rejection or reclamation of an electronic funds transfer from your checking account or other approved payment source. In addition, we may close your account and/or not allow you to make additional purchases. See section 25 (Security Interest and Right of Offset) regarding our ability to sell shares in your account to cover liabilities, such as may arise if we are informed that there are insufficient funds after securities have been purchased with the anticipated funds.

15. Dividends. Cash dividends paid on stocks which are not offered under a Plan are currently paid as cash in your account. Dividends paid on stocks which are offered on the LOYAL3 Platform pursuant to a Plan or other program will be governed by the terms of the Plan or program, as described in the Plan prospectus or other disclosures we provide you. Typically dividends you receive pursuant to a Plan from those companies on shares held in your account will be *reinvested automatically* into shares of that company bought on the open market on a batch basis, and you will not have an option to have cash dividends paid in cash. Nevertheless, the treatment described in the prospectus for a Plan may state that dividend payments under a certain amount, such as \$0.25, may be paid as cash in your account rather than reinvested automatically. See “General Equity Securities for a Company Introducing a Plan” below in section 24.

16. Consent to Electronic Delivery and Communication. You consent to having all communications to you regarding a Plan or the LOYAL3 services, whether from the company or LOYAL3, electronically delivered (except those where the option for paper-based communications is required by law or regulation), either by email to you or by an electronic message requiring password-protected access to the platform (based on your consent, certain important transactional communications may also be made by text messages). This also includes documents and information posted for certain offerings, as described in a company's prospectus or on the Offering enrollment site, such as status updates, that will not be subject to alerts by email. You agree that when you vote your shares in balloting by a company (generally referred to as the "proxy" process) or request to attend a shareholder meeting in person, your vote or request will be done electronically by LOYAL3 (where LOYAL3 has the authority to do so). If you decide to withdraw your consent to electronic delivery and communication, you will be deemed to have terminated your account.

The LOYAL3 platform tries to support the most popular browsers (look at our FAQ online for the current list). You represent that you have access to a printer and are able to print and retain communications. If your email address changes, you agree promptly to update the information in your profile on the platform. You understand and agree that if LOYAL3 sends you an electronic communication, but you do not receive it because your primary email address on file is incorrect, out of date, or blocked by your service provider, or if you are otherwise unable to receive electronic communications, LOYAL3 will be deemed to have provided the communication to you. If you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add LOYAL3 to your email address book so that you will be able to receive communications we send. If your email address becomes invalid such that electronic communications sent to you by LOYAL3 are returned, LOYAL3 may deem your account to be inactive, and you will not be able to transact in your LOYAL3 account until we receive a valid, functioning primary email address.

This consent also applies to all tax-reporting forms supplied to you, including any applicable federal tax reporting forms, such as 1099-DIVs (for dividends) and 1099-Bs (for proceeds from the sale of shares), for the current tax year and all future tax years. You may withdraw the consent to receive tax-reporting documents electronically by sending a letter to LOYAL3 Support Services, PO Box 26027, San Francisco, CA 94126 or emailing LOYAL3 at support@loyal3.com. You must include your name, email address on record for your account, and the last four digits of your social security number with your request.

17. Confirmations and Statements. You will receive trade confirmations and statements from LOYAL3 by notice to access them on the LOYAL3 platform. If you find an error or discrepancy relating to your brokerage activity, you must notify LOYAL3 promptly, but not later than 10 days after the confirmation or statement is sent or made available to you. You may email us at support@loyal3.com or call us at 855-2LOYAL3 (855-256-9253). Any oral communications regarding inaccuracies or discrepancies

should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act (or SIPA). For discrepancies related to electronic fund transfers, please contact your financial institution. You agree that LOYAL3 will not be liable to you for any losses arising in connection with your delay in properly reporting an error, including but not limited to, losses resulting from market fluctuations.

18. Transfer of Accounts. If you decide to transfer your account to another financial institution, you may only do so by providing written instructions to your other financial institution. A transfer may only be made to an account in your name with a U.S. financial institution. If you hold both full and fractional shares, you may only transfer your whole shares. You will need to sell your fractional shares once the whole share transfer is complete and transfer the proceeds from the fractional-share sale to your checking account. You will not be charged by LOYAL3 for the account transfer. You understand that you may not transfer your holdings in an individual stock separately but only your entire account (even if it only includes one stock), and once you have done so your LOYAL3 account will be closed.

19. Your Responsibility for Use of the LOYAL3 Service. You will be solely responsible for all orders and instructions transmitted using the LOYAL3 platform, or the use of any information or services obtained or used through the platform, using your username and password. Any orders or instructions communicated through these means will be considered to have been sent and authorized by you. You agree immediately to notify LOYAL3 if you:

- Become aware of any loss or theft of your username, password, or any other security codes.
- Become aware of any unauthorized use of your username, password, or any other security codes of the LOYAL3 platform or any information, products, or services available through the LOYAL3 platform.
- Fail to receive messages that an order initiated by you has been received and executed.
- Receive notification of an order you did not place, or any similarly inaccurate information.
- Change your email address, residential address, or any other information that you have provided on our sites.
- You become subject to backup withholding by the Internal Revenue Service or any other taxing agency.
- You no longer fit the eligibility requirements of section 3 (Eligibility to Open and Maintain an Account/Participate in Offerings).

20. Product & Service Notifications. By entering into this agreement, you agree to the receipt of email notices from us regarding services and products, including, without limitation, regular notifications of new stock listings and/or offerings, and available Offerings. Note that notifications are intended to convey information to you but will never be a recommendation to purchase a particular security. You will be able to terminate these email notices by “unsubscribing” from them. Please note that your

“unsubscribing” does not impact our sending of notices required for the functioning of your account, including without limitation those required by regulation.

21. Securities Investor Protection Corporation (“SIPC”). LOYAL3 is a member of the Securities Investor Protection Corporation. SIPC currently protects SIPC-eligible assets (including cash, stocks, mutual funds, and money market funds) in each of your accounts when aggregated with all other accounts held by you in the same title and capacity at LOYAL3 up to a maximum of \$500,000, of which \$250,000 (subject to inflation adjustments within the determination of SIPC) may be in cash excluding money market fund investments. You may obtain information about SIPC, including receipt of the SIPC brochure, by going to www.sipc.org or calling SIPC at 202-371-8300.

22. Modifications to the LOYAL3 Service/Account Closing. LOYAL3 may at its sole discretion, modify, update, or enhance the LOYAL3 services from time to time, but has no duty to do so. LOYAL3 may also discontinue any available service to any person at any time without prior notice and may, in its sole discretion, remove particular Plans and other stocks from the list of Plans and other stocks supported by the platform. LOYAL3 may, for example, close your account if we believe you are using the account in a manner that does not appear to be consistent with normal investment practices. In addition, depending upon the size, activity, or changes in the information in your account, LOYAL3 may ask for additional information or documentation as a condition of maintaining an account.

LOYAL3 may change the terms of this agreement by giving you notice of the new terms and in certain cases subject to regulatory notice periods. You agree that your continued use of the LOYAL3 Services after the notice (or such longer time as LOYAL3 may specify in the notice) means that you accept the changes. Any changes that are required by law or regulation will be immediately effective. You or LOYAL3 may close your account at any time.

You will, however, remain responsible for all debts or obligations to LOYAL3 and pending transactions. If you close your account after 12:01 a.m. Eastern Time on the day of withdrawal of funds from your designated funding source for an automatic monthly investment in a Plan, an Offering or a stock, the funds withdrawal for the purchase will still occur.

23. Stock Quotes. LOYAL3 currently does not provide “real time” quotes on the LOYAL3 platform. In “MY Account,” we may provide you information regarding the value of your share positions based on the share price at the close of the latest market day; the data is for informational purposes only and does not reflect the price you may receive if you sell your shares. You also acknowledge that the quotes, and information provided based on quotes, are obtained from sources that LOYAL3 believes to be reliable but that LOYAL3 does not guarantee the accuracy and completeness of those quotes or information. In addition, you represent that you will use the quotes solely for your own personal use related to your LOYAL3 account or activity and not for professional use.

You waive any claim that you might have against LOYAL3 or the quote provider related to the quotes or the quote-based information on the LOYAL3 platform.

24. General Equity Securities for a Company Introducing a Plan. If the company whose stock you purchase on the LOYAL3 platform, such as through an Offering, or a stock available on the platform, subsequently introduces a Plan or other program, any shares of stock in that Company will be administered under the Plan or program. For example, cash dividends you receive in that stock will follow the dividend reinvestment procedures for the Plan or program. In addition, you understand that any subsequent purchase or sale of that stock on the LOYAL3 Platform will be made under the Plan or program (or, in the case of purchases in an Offering, pursuant to the Offering prospectus). If you have any automatic monthly investment in place for the stock, you will be provided a copy of the Plan prospectus, if any, and provided a choice to discontinue your monthly purchases if you do not want to continue purchases under the Plan.

25. Security Interest and Right of Offset. You agree that the assets in your account and all rights you may have against LOYAL3 will be subject to a first, perfected, and prior lien, security interest, and right of set-off and held as security by LOYAL3 or its agents for the discharge of any indebtedness or any other obligation you may have to LOYAL3 or to a company in the purchase of its shares however such obligation may have arisen. The prohibited practice of “free-riding” includes making purchases using the proceeds of invalid deposits or selling positions that were purchased with unsettled funds. In these cases and all other instances of indebtedness, the assets in your account will be held by LOYAL3 as security for payment of any liability you may have. You agree to satisfy any indebtedness to LOYAL3 and pay any debit balances in your account on demand. If payment is not made, LOYAL3 may liquidate share positions, without prior notice, to pay for any liability. LOYAL3 will not be liable for any losses that arise out of or related to any such transactions, including tax consequences you may face as a result of such actions. In the event LOYAL3 liquidates assets to satisfy a debt, the firm reserves the right to restrict or close your account, and to seek payment of any residual indebtedness through any legal means possible, including but not limited to, reporting such debt to credit agencies.

26. Risks and Use of the Internet. Use of the Internet or other form of electronic messaging is solely at your own risk and subject to all applicable laws and regulations. While LOYAL3 has endeavored to make the LOYAL3 services secure and reliable for use, LOYAL3 is not responsible for the security of information transmitted via the Internet or other form of electronic messaging. LOYAL3 will not be liable for any loss resulting from a cause over which it does not have direct control, including but not limited to failure of electronic or mechanical equipment or communication lines, telephone or other interconnectivity problems, interruption of communications or data processing services, unauthorized access, theft, operator errors, news or analysts’ reports, exchange or market rulings, market volatility or disruptions in orderly trading on any exchange or market, severe weather, earthquakes, or natural disasters, strikes or other labor problems, wars or governmental restrictions. LOYAL3 and the companies will not be liable for lost profits, trading losses, or other damages resulting from the delay or loss

of use of any services in connection with the LOYAL3 services. Since our platform is electronic, your ability to transact in and view your account, which may only be done on our sites, may be limited not only by your Internet access and by events beyond our control, but also by our planned (typically in the middle of the night) and unplanned maintenance and downtimes.

27. Security and Confidentiality of the Platform. In addition to information accessible by a company, use of the LOYAL3 services is restricted to authorized persons. LOYAL3 reserves the right to view, monitor, and record activity on our sites without notice to or permission from you. You authorize LOYAL3 to use vendors to verify your identity or information provided by you. Any information obtained by monitoring, reviewing, or recording activity on the platform is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal activity as well as by any regulatory agency or self-regulatory body with supervisory authority over LOYAL3 or the companies. LOYAL3 will also comply with all U.S. federal or state court orders involving requests for such information.

28. Your Personal Information/Information to the Issuer. Use of your personal information is controlled by LOYAL3's Privacy Policy & Security Practices (available on our website), which is governed by law and regulation, and may change from time to time. You will receive notification of any revision to our privacy policies. In addition to information sharing with companies to the extent described by the privacy policy, LOYAL3 is required to disclose to a company in which you have an investment, the name, address, and share holdings of each customer who is a beneficial owner of that issuer's securities unless you object. This is done to comply with federal law, specifically Rule 14b-1(c) under the Securities Exchange Act of 1934. LOYAL3 will make such disclosure to companies unless you object to our doing so by emailing support@loyal3.com or by calling 855-2LOYAL3 (855-256-9253) and specifically referencing "Shareholder Information."

29. Intellectual Property Rights. Copyright of the contents of all materials, information, products, services, HTML code, and software available on or through the LOYAL3 platform, including documentation, are owned by LOYAL3 or the companies and their affiliates, suppliers, and licensors.

30. Your Responsibility for Your Computers, Data, and Third-Party Tools. You agree that LOYAL3 is not responsible or liable for any harm resulting from corrupted, distorted, or erroneous data resulting from data transfer with third parties or third-party products or services, and that LOYAL3 will not be responsible or liable if you mishandle, alter, or improperly use or store the LOYAL3 services or any information, data, product, or service associated with the LOYAL3 services. Further, you agree that you are solely responsible for the security and maintenance of your computer systems, software, and data, including but not limited to installing firewalls and taking similar protective measures to prevent unauthorized access to your computer systems, software, and data or infiltration or corruption of your computer systems, software, and data.

31. Authority and Reliance on Your Instructions. You represent that (a) you are of legal age in the state or jurisdiction in which you reside; (b) you have full power and authority to enter into and perform your obligations under this agreement; (c) this agreement has been duly authorized, executed, and delivered by you; and (d) all information provided by you in connection with the LOYAL3 services, an Offering or a Plan is true and correct, and LOYAL3 may rely on the truthfulness and correctness of that information until you have updated your profile in the manner required by this agreement and permitted by the LOYAL3 platform. Any company whose stock may be purchased through use of the LOYAL3 service may rely on the representations, warranties, and agreements given by you in this agreement and otherwise to LOYAL3 as if it were a party to this agreement.

32. Application Programming Interfaces (APIs). LOYAL3 may work with third-party software or services through the use of Application Programming Interfaces (APIs). While LOYAL3 and its suppliers will try to transfer data efficiently using such APIs, due to anomalies inherent in interaction with third-party systems, LOYAL3 cannot be held responsible for the interoperability, compatibility, efficiency, or reliability of such APIs.

33. Recording Telephone Calls. LOYAL3 reserves the right to record all telephone calls, chat, emails, and other communications to LOYAL3 to help us with the quality of our service and for other reasons that we deem appropriate to protect our customers or for our own protection.

34. Law and Regulation. LOYAL3 may place restrictions on your account or disbursements due to legal requirements, court orders binding on LOYAL3, tax levies or garnishments, or demands or requests by governmental, regulatory, or law enforcement agencies. You agree that LOYAL3 may be required to liquidate, close out, disburse, or “freeze” any securities or funds in your account to comply with any court order, garnishment, or other obligation of LOYAL3.

35. Term. This agreement will take effect at the time you click “I Agree.” LOYAL3 may terminate this agreement at any time and for any reason by written or electronic notice to you.

36. Unclaimed Property & Escheatment. The laws of the state in which you live require us to transfer the assets in your account to the state if there is no activity in the account for a period of time defined by the state and we are unable to reach you.

37. Assignment. You may not assign your rights or obligations under this agreement, and any purported assignment in violation of this provision will be void. LOYAL3 may assign its rights and obligations under this agreement to any subsidiary or affiliate or to any successor by merger or consolidation without notice to you, or to any other entity after 30 days’ written notice to you.

38. Company Prospectus and Company Statements. You agree that LOYAL3 is not responsible for anything, including the accuracy, in the company’s prospectus, any of

its filings with the Securities and Exchange Commission whether incorporated by the registration statement with which the prospectus was filed or not, or by any act or omission by the company, whether under securities laws or otherwise.

39. Tax Reporting. When you sell shares in your account, we will report your proceeds and cost basis to the IRS. Sales will be done on a “first-in first-out” or “FIFO” basis. If you would like to designate which shares are sold “by lot” or to use an alternate lot relief method, please notify LOYAL3 in writing via mail to LOYAL3 Support Services, PO Box 26027, San Francisco, CA 94126. Please also provide your name and email address.

40. Indemnity. You agree to defend and indemnify all LOYAL3 Persons, and hold them harmless from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys’ fees and litigation expenses), relating to or arising from any breach by you of this agreement.

41. DISCLAIMER OF WARRANTY. THE LOYAL3 SERVICE AND THE INFORMATION AND SERVICES AND THE SITES AVAILABLE AT OR THROUGH IT ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) ANY WARRANTIES CONCERNING AVAILABILITY, ACCURACY OR CONTENT; AND (B) ANY WARRANTIES OF TITLE OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY LOYAL3, ITS EMPLOYEES OR AGENTS, OR ANY COMPANY WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. ACCORDINGLY, YOU ASSUME THE ENTIRE RISK AS TO THE ACCURACY, TIMELINESS, COMPLETENESS AND CORRECT SEQUENCING OF ALL INFORMATION AVAILABLE ON OR THROUGH THE LOYAL3 SERVICE. SHOULD ANY INFORMATION, PRODUCTS, SERVICES, OR INFORMATION AVAILABLE ON OR THROUGH THE LOYAL3 SERVICE (OR AVAILABLE THROUGH HYPERLINK) PROVE DEFECTIVE, LOYAL3 SHALL HAVE NO RESPONSIBILITY. FOR PURPOSES OF THIS SECTION, LOYAL3 SHALL INCLUDE LOYAL3, ANY PERSON CONTROLLING, CONTROLLED BY, OR UNDER COMMON CONTROL OF LOYAL3, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, PROPRIETORS, VENDORS, SHAREHOLDERS, MEMBERS AND PARTNERS, JOINT-VENTURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS (each a “LOYAL3 Person”).

42. Arbitration.

This agreement contains a pre-dispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- All parties to this agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify the findings of an arbitration is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain their reason(s) for their award.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto shall be incorporated into this agreement.

You agree to resolve by binding arbitration any controversy that may arise between LOYAL3 or its affiliates and you relating in any way to your relationship with LOYAL3, any account held with LOYAL3, or any service provided by LOYAL3 to you. This arbitration agreement includes any controversy involving transactions of any kind made on your behalf by or through LOYAL3, or the performance, construction or breach of this agreement or any other written agreement between LOYAL3 and you. Such arbitration will be conducted in accordance with the rules then in effect of Financial Industry Regulatory Authority (“FINRA”) unless the rules of another self-regulatory organization to which LOYAL3 is subject mandate arbitration before that organization, in which case the arbitration will be conducted in accordance with the rules then in effect of that organization. Any dispute or claim involving a dollar amount in excess of \$50,000 will be before a panel of at least three arbitrators. You make this arbitration agreement on behalf of yourself and your heirs, administrators, representatives, executors, successors, assigns and together with all other persons claiming a legal or beneficial interest in your account.

Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees, or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

No person will bring a putative or certified class action to arbitration nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until:

1. **the class certification is denied;**
2. **the class is decertified; or**
3. **the customer is excluded from the class by the court.**

Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

If you do not reside in the United States at the time a controversy arises between LOYAL3 and you, you agree to the provisions described above and the following additional provisions:

1. **You agree that any arbitration hearing will be held in San Francisco, California unless otherwise agreed between LOYAL3 and you or unless FINRA (or other self-regulatory organization administering the arbitration) designates another hearing location;**
2. **You agree to the personal jurisdiction of the courts of the State of California, U.S.A, to interpret and enforce these arbitration provisions described in the agreement; and**
3. **All arbitrations will be held in the English language, unless otherwise agreed to by the parties.**

43. Contact LOYAL3. You may contact LOYAL3 using “chat” or email by using the “chat” or email buttons at www.loyal3.com or when logged into your account (or emailing support@loyal3.com); by telephone at 855-2LOYAL3 (855-256-9253); or by mail to LOYAL3 Support Services, Box 26027, San Francisco, CA 94126. No transaction orders will be taken through these customer service channels of communication.

44. Customer Service and Complaints. To help you with your account or questions you have, you may communicate with LOYAL3’s Customer Service Representatives through “chat,” email, or telephone at 855-2LOYAL3 (855-256-9253). As mentioned above, to protect your information, you should not include any personal account information via email or chat. You can also write to LOYAL3 Support Services, PO Box 26027, San Francisco, CA 94126. Although we try to provide answers to broad questions on our social media sites, we request that you do not put any account-specific information on any social media inquiry. Direct communication with our Customer Service Representatives is the appropriate means to obtain account-specific information or to communicate any complaints.

45. LOYAL3 Financial Condition. If you would like a copy of LOYAL3’s Statement of Financial Condition, please email support@loyal.com or call 855-2LOYAL3 (855-256-9253) and specifically mention “Statement of Financial Condition.”

46. Miscellaneous. This agreement has been made in and will be construed and enforced in accordance with California law as applied to agreements made between California persons and completely performed in California. Sections 16 (Consent to

Electronic Delivery and Communication), 28 (Your Personal Information/Information to the Issuer), 29 (Intellectual Property Rights), 34 (Law and Regulation), 36 (Unclaimed Property & Escheatment), 38 (Company Prospectus and Company Statements), 40 (Indemnity), 41 (DISCLAIMER OF WARRANTY), 42 (Arbitration), 46 (Miscellaneous) and 47 (Tax Certification) of this agreement will survive the termination of this agreement. Failure to insist on strict performance of any term of this agreement will not operate as a waiver of any subsequent default or failure of performance, and any waiver of any term of this agreement will not be taken or held to be a waiver of the term itself. No waiver of any term of this agreement will be valid unless in writing and acknowledged in writing or electronically by both parties. If a court or arbitrator(s) of competent jurisdiction adjudges any portion of this agreement invalid or unenforceable, the remaining portions will remain valid, enforceable and carried into effect.

This agreement constitutes the entire agreement between you and LOYAL3 with respect to the LOYAL3 services. Headings in this agreement are for convenience only and do not impact the meaning of its provisions. A printed version of this agreement and of any notice given in electronic form will be admissible in arbitration, judicial, or administrative proceedings based on or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

47. Tax Certification. By clicking “I agree”, you make the following tax certification: “Under penalties of perjury, I certify that (1) the number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen or other U.S. person.” If you have been notified by the IRS that you are currently subject to backup withholding, you may not open a LOYAL3 account.