



MASTER TERMS OF USE

Dated as of March 22, 2023.

tZERO Technologies, LLC together with its Affiliates (“**tZERO**”, “**us**”, “**our**”, or “**we**”) offers various services (“**Services**”) and data, information, research reports and any other content (“**Content**”) to end users (“**Users**”) through its website at <https://www.tzero.com/> (our “**Site**”) and through its tZERO mobile applications (our “**Apps**” and, together with the Site, our “**Platform**”). “**Affiliate(s)**” means any entity that is controlled by, controls or is under common control with an entity. Each Affiliate is a separate legal entity, none of which is responsible for the obligations of the other.

WEBSITE DISCLAIMERS

tZERO Group, Inc., a Delaware corporation is a technology firm that was founded with the goal of utilizing distributed ledger technology to revolutionize financial technologies so that they are more efficient, accessible and transparent. tZERO is not a registered broker-dealer, funding portal, underwriter, investment bank, investment adviser or investment manager, and is not providing brokerage, investment banking or underwriting services, recommendations or investment advice to any person, and does not provide any brokerage or cryptocurrency services. tZERO takes no part in the negotiation or execution of secondary market transactions for the purchase or sale of securities and at no time has possession of investor funds or securities in connection with such transactions. All product offerings are offered through tZERO Group, Inc.’s subsidiaries. tZERO Technologies, LLC provides all technology services.

tZERO ATS, LLC is a broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority and Securities Investor Protection Corporation. More information about tZERO ATS, LLC may be found at <https://brokercheck.finra.org/> and <https://ats.tzero.com/>.

tZERO Markets, LLC is a member of the Financial Industry Regulatory Authority (“FINRA”) (www.finra.org) and Securities Investor Protection Corporation (“SIPC”). Investors should note that trading securities could involve substantial risks and should consult a professional adviser regarding any economic, tax, legal or other consequences of trading any securities.

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as advice to buy, sell or hold any security. In preparing the information contained in this website, we have not taken into account the investment needs, objectives and financial circumstances of any particular investor or issuer. This information has no regard to the specific investment objectives, financial situation and particular needs of any specific recipient of this information. All information is subject to possible correction. Information may quickly become unreliable for various reasons, including changes in market conditions or economic circumstances.

Terms of Use

These Terms of Use (“**Terms**”) are agreed to between tZERO and you or, if you are accessing the Platform or using the Services on behalf of another individual, organization, or entity (“**Entity**”), that Entity (in either case, “**you**” or “**your**”).

By agreeing to these Terms via “click through” or accessing or using any part of the Platform or any Services or Content, you agree to enter into and be bound by these Terms. If you are entering into these Terms on behalf of an Entity, by agreeing to these Terms via “click through” or by accessing or using any part of the Platform or any Services or Content, you represent and warrant that you have authority to bind that Entity to these Terms. If you do not have such authority, or you do not agree to be bound by these Terms, do not agree to these terms via “click through” and do not access or use any part of the Platform or any Services or Content.

THESE TERMS CONTAIN AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. YOUR BREACH OF ANY PROVISION OF THESE TERMS WILL AUTOMATICALLY, WITHOUT THE REQUIREMENT OF NOTICE OR OTHER ACTION, REVOKE AND TERMINATE YOUR RIGHT TO ACCESS THE PLATFORM.

Effective Date

These Terms are effective upon the date you first access or use any part of the Platform or any Services or Content.

Definitions

Capitalized terms used in these Terms have the definitions given in the context in which they are used. All other terms used herein have the plain English (US) meaning.

Annexes

Access to or use of certain areas of the Platform, including each App and certain areas of our Site, may also require that you agree to additional terms, including those terms set forth in annexes to these Terms (each an “**Annex**” and collectively the “**Annexes**”). Each Annex provides additional terms covering the Services and Content provided through the area(s) of the Platform covered by that Annex. These Terms, together with all Annexes you enter into with tZERO, will constitute your agreement with tZERO regarding your access to and use of the Platform and all Services and Content made available through the Platform (the

“Agreement”). Unless you have entered into a separate written agreement with tZERO expressly providing otherwise, the Agreement comprises the entire agreement between you and tZERO with respect to the Platform and all Services and Content and supersedes all prior or contemporaneous communication and proposals (whether oral, written or electronic) between you and tZERO with respect to the Platform and the Services and Content. In the event of a conflict between these Terms and any Annex, the terms of the Annex will control as to the area(s) of the Platform and the Services and Content to which the Annex relates and these Terms will control in all other respects.

Please see below of the certain relevant Annexes related to Platform Services:

• <u>Service</u>	• <u>Annex</u>
• Issuance Platform	• Annex A - tZERO Markets

By accessing or using any Service listed above, you agree to enter into and be bound by the applicable Annex relating to such Service.

Changes

We reserve the right to make changes to the Agreement or to the Platform or any Services or Content at any time, with or without prior notice, subject to any applicable regulatory requirements, by making those modifications available to you through the Platform or by providing notice to you as otherwise permitted herein. You are solely responsible for checking the Platform for any changes. You agree not to contest the admissibility or enforceability of the electronically stored copy of the Agreement in any proceeding arising out of the Agreement. Your continued use of the Platform and any Services or Content following any such changes to the Agreement or to the Platform or any Services or Content constitutes your acceptance of those changes. If you do not agree with any changes, you may withhold your consent by not accessing the Platform or any Services or Content or by terminating the Agreement as permitted herein. You agree that tZERO and its subsidiaries and Affiliates, including their respective directors, officers, members, employees and advisor, (collectively, the **“tZERO Parties”**) will not be liable to you or to any third party for any modification of the Agreement or the Platform, Services, or Content, suspension of your access to the Platform or any Services or Content, or discontinuance of the Platform or any Services or Content.

Eligibility

We require that the Platform and the Services and Content be accessed and used only by individuals who are not minors and who can legally enter into binding contracts with tZERO under applicable federal, state, local, international, or other laws, statutes, rules, or regulations (**“Laws”**) (typically persons 18 years of age or older, depending on the Laws applicable to you). By accessing or using the Platform or any Services or Content, you represent and warrant that you are not a minor and are legally permitted to enter into a binding contract, including the Agreement, with tZERO under applicable Law.

Location of Access

The Platform is controlled and operated from facilities within the U.S. tZERO makes no representations that the Platform is appropriate or available for use in any other jurisdictions. Accessing any part of the Platform or any Services or Content is prohibited from any locations where access to or use of the Platform or any Services or Content are prohibited.

Access to the Site and Services

Subject to your compliance with the Agreement, we will permit you to access and use the Site and the Services and Content made available to you through the Site solely for lawful purposes as permitted by the Agreement.

Access to Apps

Each of our Apps is provided solely for use in accessing and using the Services and Content made available through that App. Subject to your compliance with the Agreement, including each applicable Annex, we will permit you to download, install, and operate each App solely to access and use the Services and Content made available to you through that App for lawful purposes as permitted by the Agreement. You may install each App only on your own applicable devices for use in accordance with the Agreement, including each Annex applicable to the App. Except as expressly set forth in the previous sentence, you are granted no licenses or other rights in or to any App or any Intellectual Property Rights (as defined below) therein or related thereto. You agree not to use, modify, reproduce, perform, display, create derivative works from, republish, post, transmit, participate in the transfer or sale of, distribute, or in any way exploit or utilize any App other than as expressly permitted in the Agreement.

Restrictions on Access

The Platform, the Services and Content, and the databases, software, hardware and other technology used by or on behalf of tZERO to operate and provide the Platform and provide the Services and Content (collectively, the “**Technology**”), constitute valuable trade secrets of tZERO and its suppliers and service providers. You will not, and will not permit any third party to: (1) access or attempt to access the Technology except as expressly provided in the Agreement or otherwise attempt to gain unauthorized access to the Technology, accounts registered to others or the computers or networks utilized by the Technology, including but not limited to by circumventing or modifying, attempting to circumvent or modify or encouraging or assisting any other person to circumvent or modify any security, technology, device or software that is intended to restrict access to any part of the Technology; (2) institute, assist or become involved in any type of attack, including distribution of viruses, adware, Trojan horses, spyware, worms or other malicious code (“**Viruses**”), denial of service attacks upon the Technology or other attempts to disrupt the Technology or any other person’s use or enjoyment of the Technology; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Technology or do anything that promotes the violation of any applicable law, regulation or this Agreement; (4) alter, modify, reproduce, or create derivative works of the Technology; (5) distribute, sell,

resell, lend, loan, lease, license, sublicense or transfer any of your rights to access or use the Technology or otherwise make the Technology available to any third party; (6) reverse engineer, disassemble, decompile, or otherwise attempt to derive the method of operation of the Technology; (7) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Technology; (8) monitor the availability, performance or functionality of the Technology; (9) interfere with us, the operation or hosting of the Technology, or other Users' listings; (10) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) on the Platform; (11) use any meta tags or any other hidden text utilizing our name or trademarks; (12) use, facilitate, create or maintain any unauthorized connection to the Technology, including any connection using programs, tools or software not expressly provided by tZERO or approved in writing by tZERO; (13) impersonate any person or entity, including tZERO or third-party providers, or any employee, agent or representative thereof; (14) falsely state or otherwise misrepresent your affiliation with any person or entity; (15) collect data about the Technology, including the performance of vulnerability, load or similar testing of the Technology; (16) access the Technology for purposes of replicating or competing with the Platform assisting a third party's efforts to replicate or compete with the Platform and (17) make any automated use of the Technology use any automated scripts to collect information from or otherwise interact with the Technology or take any action that imposes or may impose (in tZERO's sole discretion) an unreasonable or disproportionately large load on tZERO's infrastructure.

Account Creation and Responsibility

You may be able to access certain Services and Content through the Platform, and access certain areas of the Platform generally, without registering on the Platform. However, access to certain other Services and Content require that you register for an account ("**Account**") with tZERO and its appropriately licensed Affiliate and satisfy certain other criteria. Approval of your request to establish an Account will be at the sole discretion of tZERO and its Affiliates. Each Account and the user identification and password for each Account (the "**Account ID**") is personal in nature. Each Account is for your personal use and each Account ID may be used only by you alone. You will not distribute or transfer your Account or Account ID without our prior written permission, nor will you provide any third party with the right to access or use your Account or Account ID. You will ensure the security and confidentiality of Your Account ID and will notify tZERO immediately if any Account ID is lost, stolen, or otherwise compromised or if you are aware of any other breach of security involving your Account. To the fullest extent permissible by Law, you are solely responsible for maintaining the appropriate antivirus software and other protections to prevent cyber-crimes and other identity theft.

You are solely responsible for all use of Platform and all Services and Content accessed through your Account. All transactions completed through your Account or under your Account ID will be deemed to have been lawfully completed by you. You acknowledge and agree that you are solely responsible for all investment decisions regarding any offering of securities posted on the Platform and that you are liable for any damages or losses to tZERO

or other Users by any use of your Account, either authorized or unauthorized.

In connection with establishing an Account, you will be asked to submit certain information (“**Registration Information**”). You agree that: (1) all Registration Information you provide will be current, complete, and accurate; and (2) you will promptly update your Registration Information to keep it current, complete, and accurate. We reserve the right to suspend or terminate your Account or the Agreement if any Registration Information proves to be inaccurate, incomplete, or not current. You may not: (a) select or use an Account ID of another person with the intent to impersonate that person; (b) use an Account ID that tZERO, in its sole discretion, deems offensive; (c) attempt to access another User’s Account without explicit permission; or (d) access your Account using a method other than the Platform interface and instructions provided by us. In the event of any violation of the Agreement, or as otherwise permitted herein, we may in our sole discretion suspend or terminate this Agreement and your access to and use of the Platform, including your Account, and all Services and Content.

Access to Content

Unless otherwise noted on the Platform, other than Your Content (as defined below), all Content available through the Platform is owned by tZERO, the Users providing that Content, or tZERO’s other third-party providers.

By accessing Content, you acknowledge and agree (1) all Content is for informational purposes only and you are solely responsible for verifying the accuracy, completeness, and applicability of all Content and for your use of any Content; (2) any dated Content is published as of its date only, and tZERO does not undertake any obligation or responsibility to update, supplement or amend any such Content; (3) subject to your compliance with the Agreement, you may access the Content solely for your own personal and internal business purposes in connection with your own use of the Platform and Services; (4) Content is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives; (5) Content is provided exclusively for personal and noncommercial access and use; (6) no part of the Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way (including “**mirroring**”) to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise without tZERO’s express prior written consent; (7) you will not consider the availability of Content as a recommendation to you of any particular security or investment strategy; (8) neither the tZERO Parties nor the third-party providers have undertaken any duty to update any Content; (9) any price quotes in Content may be delayed, subject to applicable; (9) neither the tZERO Parties nor the third-party providers make any representations, warranties or other guarantees as to the accuracy or timeliness of any price quotes; (10) Content is not intended to provide tax, legal or investment advice and you will not hold the tZERO Parties or any third-party providers liable in any way for (i) any inaccuracy of, error or delay in or omission of the Content or (ii) any loss or damage arising from or occasioned by any error or delay in the transmission of such Content, interruption in any such Content due either to any negligent act or omission by any party to any Force Majeure Event, any other cause beyond the

reasonable control of the tZERO Parties or applicable third-party provider or non-performance; (11) the tZERO Parties shall not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Content, including research reports, or for omissions or inaccuracies of the information contained in them; (12) tZERO and/or the third-party providers may provide links to other websites or resources and because neither tZERO nor the third-party providers have any control over such sites and resources, you acknowledge and agree that neither tZERO nor the third-party providers are responsible for the availability of such external sites or resources; and (13) tZERO and the third-party providers do not endorse and are not liable for any content, advertising, products or other materials on or available through such sites or resources.

You further acknowledge and agree that neither tZERO nor the third-party providers shall be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

You will not, and will not permit any third party to: (a) alter, modify, reproduce, or create derivative works of any Content; (b) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any Content; or (c) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with any Content. If no specific restrictions are displayed, you may make copies of select portions of the Content, provided that you use all copies only for your own personal and internal business purposes in accordance with the terms and conditions of the Agreement.

Neither tZERO, nor its Users, suppliers or service providers have verified the accuracy of or will be responsible for any errors or omissions in any Content. Without limiting the foregoing, tZERO will not be held liable to you or any other third party for any Content and Your Content, under applicable Law, including the Communications Decency Act, 47 U.S.C. § 230. Except as set forth in the Agreement, you are granted no licenses or rights in or to any Content or any intellectual property and proprietary rights, rights of publicity, rights of privacy, and other legal rights protecting data, information, or intangible property throughout the world, including any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights ("**Intellectual Property Rights**") therein or related thereto.

Your Content

You are solely responsible for all Content you provide, upload, submit, or post to, or generate through access to or use of, the Platform or Services, including by connecting or communicating with other Users ("**Your Content**"). You are solely responsible for all of Your Content, including the resolution of any disputes that may arise between you and any User or other Entity because of Your Content. By providing, uploading, submitting, posting, or generating Your Content, you grant us and our respective vendors, suppliers, service providers, and business partners a non-exclusive, transferable, fully sublicensable, perpetual,

irrevocable, royalty-free, fully paid up, worldwide license to use, copy, store, reproduce, modify, display, adapt, publish, translate, publicly perform, digitally perform, publicly display, and distribute Your Content and to prepare derivative works based on Your Content, or incorporate Your Content into other works, with or without attribution to you. You understand that all of Your Content may be visible to, sent to, and viewed by other Users and you expressly waive any privacy rights you may otherwise have in Your Content. You agree to allow us, if we elect in our sole discretion, to provide Your Content to other Users. Without limiting the foregoing, you agree and acknowledge that tZERO will grant the operators of public search engines a limited, non-exclusive, non-transferrable license to copy Content, which may include Your Content, from the publicly accessible portions of the Site for the purpose of creating publicly available, searchable indices of the Site Content.

You are solely responsible for Your Content. By providing, uploading, submitting, posting, or generating Your Content, you represent, warrant, and covenant that: (a) Your Content is accurate, complete, and current; (b) Your Content does not violate the Agreement or any applicable Law of any federal, national, supranational, state, provincial, local, or other government, governmental, regulatory, or administrative authority, agency, or commission or any court, tribunal, or judicial or arbitral body, including the U.S. Securities Exchange Commission (the “**Commission**”), Financial Industry Regulatory Authority (“**FINRA**”) and any other self-regulatory organizations (each, a “**Governmental Authority**”); (c) you have fully complied with all applicable Laws relating to Your Content; (d) Your Content will not contain any untrue statement of fact or omit to state a fact required to be stated or necessary to make such a statement not misleading in light of the circumstances under which it is made; (e) Your Content is not unlawful, harmful, threatening, abusive, harassing, libelous, defamatory, discriminatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically, religiously, sexually, or similarly offensive, or otherwise objectionable; (f) Your Content does not encourage fraudulent or tortious activity or conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable Law or individual privacy rights; (g) Your Content does not constitute an infringement or misappropriation of the Intellectual Property Rights or other rights of any Entity; (h) Your Content is not an advertisement or solicitation of funds, goods, or services; (i) Your Content is not false, misleading, incomplete or inaccurate; (j) Your Content could not be considered junk mail, spam, a part of a pyramid scheme, a disruptive commercial message or disruptive advertisement; and (k) you have all right, title, interest and consent in Your Content necessary to allow us to use Your Content as permitted under the Agreement. You agree that you will promptly update Your Content in the event that Your Content is no longer in compliance with the Agreement or if you discover that any of Your Content previously provided was not in compliance with the Agreement when provided, uploaded, submitted, posted, or generated. You acknowledge that tZERO and all Users are entitled to and will rely upon Your Content.

tZERO is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content

Your Conduct

You agree not to harass, advocate harassment, or to engage in any conduct that is abusive

or harmful to any Entity. We reserve the right, but are not obligated, to investigate and/or prohibit any conduct, or remove or refuse to post any Content (including Your Content), that we deem in our sole discretion to be unlawful, harmful, in breach of the Agreement, or otherwise offensive to you, the Platform, Users, our customers, our rights, or any Entity. We assume no liability for any action or inaction with respect to your conduct, communication, or Content. Additionally, we may disclose any Content or electronic communication of any kind: (i) to satisfy any Law or government request; (ii) if such disclosure is necessary or appropriate to operate the Platform; (iii) to protect our rights or property, our Users and customers, you, or any other Entity; or (iv) if, in our sole discretion, such Content or electronic communication should be referred to law enforcement or other government authorities.

Market Data provided by tZERO

tZERO publishes market data as Content made available through the Platform. None of the market data Content contained on the Platform constitutes a recommendation, solicitation or offer by tZERO to buy or sell any securities, futures, options or other financial instruments or provide any investment advice or service. The market data Content contained on the Platform has been provided without reference to any particular user's investment requirements or financial situation. Certain transactions give rise to substantial risk and are not suitable for all investors. Prior to the execution of any transaction by relating to market data Content or other information you viewed on the Platform, you should consult your business advisor, attorney and tax and accounting advisors with respect to the price, suitability, value, risk or other aspects of any stock, mutual fund, security or other investment. Pricing and other information generated through the use of data or services made available herein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. The information and services provided on the Platform are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental or regulatory or self-regulatory organization or clearing organization of where tZERO is not authorized to provide such information or services.

Your Feedback

You may provide tZERO with your observations, comments, criticisms, suggested improvements and other feedback about the Platform, Content, or tZERO (“**Feedback**”), you hereby assign to tZERO all rights in the Feedback and agree that tZERO shall have the right to use such Feedback and related information in any manner tZERO deems appropriate without a duty of accounting, attribution or other obligation to you. tZERO will treat any Feedback you provide as non-confidential. You agree that you will not submit to tZERO any information or ideas that you consider to be confidential or proprietary.

Access to Third-Party Sites and Services

The Platform may contain links to third-party sites that are not under the control of tZERO. Unless otherwise noted, any other site accessed from the Platform is independent from us, and we have no control over and are not responsible for its content. Links to third party

websites are provided for your convenience only and you access them solely at your own risk. A link from our Platform to any other website does not imply that we endorse or accept any responsibility for the content or use of such other website. In no event shall any reference to any third party or third party product or service be construed as our approval or endorsement of that third party or of any product or service provided by a third party. Any services provided on any third-party websites are provided by such third-parties and not by tZERO. You acknowledge and agree that the tZERO Parties shall not be liable or responsible, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to the use of or reliance on any content, goods, or services available through any third-party website or resource. Your access and use of the third-party sites are governed by the terms of use and privacy policies of these third-party sites. We strongly encourage you to carefully review the terms of use and privacy policies of any third-party services you access through our Platform.

Application Programming Interface Agreement

tZERO may, its sole discretion, provide third parties with an application programming interface and other materials in accordance with any accompanying documentation (collectively, the “**API Package**”) (such third parties, “**API Licensees**”), to make available certain features and functionality of the Platform via the API Licensees' products (such products, the “**Licensee Products**”). The API Package and the Licensee Products are collectively referred to as the “**API Products**.”

You agree that API Licensees may access your Account and Personal Information in the course of your use of any API Products. By using any API Products, you acknowledge that such API Products may employ security, policies, procedures and systems of API Licensees that may or may not be less stringent and secure than tZERO's policies, procedures and systems. You agree that your use of any API Products shall be subject to the terms and conditions of this Agreement, in addition to any other agreements that you have executed or may execute in the future with respect to any such API Products. You understand and agree that any end user agreement that you execute with any API Licensee is concluded solely between you and such API Licensee, and not with tZERO. Further, you acknowledge and agree that such API Licensee, not tZERO, is solely responsible for such Licensee Product and any content thereof. You understand and agree that the API Products may deliver Personal Information to tZERO and that tZERO is authorized to receive and store such Personal Information consistent with tZERO Markets' then-in-effect policies and procedures. You further acknowledge that the API Products may request Personal Information stored by tZERO, and you consent to tZERO's disclosure of such Personal Information to the API Products. “**Personal Information**” means your personally identifiable information (including username, logon password, financial information, trade data and other financial information) and includes data exchanged between tZERO and the API Products.

To the extent the Licensee Products or API Licensees express opinions or make recommendations, you understand that such opinions and recommendations are expressed solely by API Licensees and are not the opinions or recommendations of tZERO. The existence of the API Products and tZERO's consent to any connectivity between any Licensee Products and tZERO's Platform does not constitute (1) a recommendation by tZERO to invest in any security or utilize any investment strategy or (2) a representation, warranty or other guarantee by tZERO as to the present or future value or suitability of any sale, trade or other transaction involving any particular security or any other investments. The existence of any and all information, tools and services provided by API Licensees or by the Licensee Products shall not constitute tZERO's endorsement of API Licensees or the Licensee Products.

From time to time, and subject to then-in-effect agreements between tZERO and API Licensees, tZERO may in its discretion make market data feeds received from third party providers available via the API Products. tZERO does not make any guarantees in regard to such market data feeds. Furthermore, API Licensees or Licensee Products may make available to you market data feeds independent of tZERO. You acknowledge that from time to time there may be discrepancy between the market data presented on the Platform and information provided by any API Products. tZERO is not responsible for the accuracy of any market data displayed on any API Products or otherwise made available by API Licensees.

You acknowledge that there may be latency between the time an order (or other Personal Information) is submitted from the API Products and the time such order or Personal Information is received by tZERO. Latency may also affect order modification and order cancellation requests. The time an order or a request is actually received by tZERO (including for execution) will be the official time, including for the purposes of routing the order to the market for execution. In addition, all orders submitted to tZERO are subject to order vetting by the applicable tZERO Entity. Orders created and submitted through any API Products are not vetted until they are received by the applicable tZERO Entity. It is possible that tZERO may reject an order placed through any API Products. tZERO cannot guarantee that any order will be accepted when such order is routed to the market for execution, and tZERO cannot guarantee that notifications and Personal Information provided to you by tZERO will be successfully delivered to or displayed by any API Products.

Without limiting the generality of any other terms in this Agreement, you acknowledge and agree that:

- the tZERO Parties shall not be liable for any losses resulting from the API Products, API Licensee technology or product offerings or other incident or defect involving use of the API Products or API Licensee technology (including system outages, downtime or network latency);

- the tZERO Parties shall not be responsible for any Content provided by any API Licensee or any Licensee Product;
- the tZERO Parties make no representations, warranties or other guarantees as to the accuracy, timeliness or efficacy of any market data, information or other functionality made available by any API Licensee or any API Product;
- Your use of any API Products will not confer to you any title, ownership interest or other intellectual property rights that otherwise belong to the tZERO Parties or API Licensees. The API Package, including content, shall remain tZERO's exclusive property. All names, logos and any related product and service names, design marks and slogans displayed by or relating to tZERO or API Licensees in the context of the API Products shall remain the property of the respective owner, and use of such property by tZERO or any API Licensee in marketing or provision of any API Products does not grant ownership of or entitle you to use any such name or mark in any manner.

You represent and warrant that:

- By virtue of utilizing any API Products, you consent to and accept any risk associated with tZERO's sharing of Personal Information with any API Licensee and shall not hold the tZERO Parties responsible for any Losses resulting from the sharing of such Personal Information.
- You agree that your use of any API Products or API Licensee's content, information, technology or functionality is solely at your own risk.
- You agree that tZERO may revoke any API Licensee or API Products' authorization at any time, for any reason, with or without cause and without notice to you.

No Tax, Legal, Financial, or Investment Advice

The Platform may provide Content relating to the securities of certain Entities seeking investment on the Platform, including tZERO and its Affiliates ("**Securities Information**"). You should not interpret any such Securities Information, or any other Content provided on the Platform, as tax, legal, financial, or investment advice, the provision of brokerage or investment banking services, or a recommendation to invest in any security. Although the Platform may, upon request, provide certain Securities Information regarding the purchase or sale of securities through third-party entities, such Securities Information should not be interpreted as, and is not, a solicitation or offer by the Platform, tZERO or any of our Affiliates to purchase or sell any such security, or an endorsement or recommendation to engage in any securities transaction. We have no special relationship with or fiduciary duty to you and your use of the Platform and any Services or Content does not create such a relationship. You agree and acknowledge that you are solely responsible for conducting legal, accounting and other due diligence review on the information posted on the Platform.

Brokerage Services

All brokerage services accessible on the Platform are provided by tZERO's Affiliates, tZERO

Markets, LLC and tZERO ATS, LLC, which are SEC-registered broker dealers and members of FINRA and SIPC. For more information about tZERO Markets and tZERO ATS, please visit FINRA's BrokerCheck: <https://brokercheck.finra.org/>.

Acknowledgement of Investment Risk

tZERO does not endorse or represent the reliability or accuracy of any Content distributed through or accessed from the Platform, and has not performed any investigation into such Content. The tZERO Parties shall, therefore, not be liable for any investment decisions made based upon any Content available on the Platform. Any reliance upon such Content is at your sole risk.

You further acknowledge and agree that any investment includes a high degree of financial risk, that you are solely responsible for determining the suitability of your investments, your eligibility to invest, and your investment strategy, and that you accept the risks associated with such decisions, including the risk of losing the entire amount of your principal. You should consult with your own broker-dealer or other advisor prior to engaging in any securities transaction, whether through an offering of securities on the Platform or otherwise.

Text Messaging

By providing your phone number to tZERO, through the Platform or by other means, you provide express consent to receive informational messages from tZERO related to your account with us by means of SMS or prerecorded voice from tZERO and its agents. Such SMS messages may be sent using an automated telephone dialing system. You may periodically receive such messages from tZERO and standard text messaging rates may apply to those messages.

You have the right to opt out of such messages at any time by texting STOP or a similar message in response to an informational message from tZERO. You may also make such a request by emailing PrimaryIssuanceSupport@tZero.com. tZERO honors all such requests and may send a final text to confirm your un-enrollment. No further informational texts will be sent unless and until you re-enroll. Email PrimaryIssuanceSupport@tZero.com for help.

tZERO may also send one-time automated SMS messages for the purpose of verifying your account or resetting your password, upon your request. Because such messages specifically respond to a prompt from you, you will receive such messages in response to your request even if you have previously opted out of tZERO's informational messaging program.

tZERO will obtain separate express written consent from you through the Platform to send marketing messages. If you consent to receive marketing messages in the, you will occasionally receive messages marketing tZERO and its affiliates' products and services, in addition to informational messages. You may text STOP to opt out at any time.

You agree to ensure that your phone number is up to date with tZERO, and that you are the owner of the phone number you have provided to tZERO. You agree to keep your messaging preferences and contact information up to date in your tZERO account.

Ownership

tZERO and its suppliers and service providers retain all rights, title and interest, including, without limitation, all Intellectual Property Rights, in and to the Platform, Services, Content, and other Technology and any and all additions, improvements, updates and modifications thereto. You receive no ownership interest in or to the Platform, Services, Content, or other Technology and you are not granted any right or license to use the Technology itself, apart from your ability to access the Platform, Services and Content as permitted under the Agreement.

tZERO; TØ; T0 TECHNOLOGIES; TØ TECHNOLOGIES; TØ.COM; THE TRADE IS THE SETTLEMENT; DLR; TRADE IS SETTLEMENT; TRADE = SETTLEMENT; TRUE SETTLEMENT; and other marks, graphics, logos, page headers, button icons, scripts, product and service names associated with the Platform, which may or may not be designated on the Platform by a TM, ®, SM or other similar designation, are registered, pending or unregistered trademarks or service marks of tZERO and its licensors in the U.S. and other countries. All other trademarks not owned by us that appear on the Platform are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by us. You are not granted any license or right to use any tZERO or third-party trademarks posted on the Platform or appearing in any Content, without the express prior written permission of tZERO or such third-party. Notwithstanding permission from tZERO, in no event shall you use our trademarks in any manner that is likely to cause confusion among customers or that disparages or discredits us. Your use of trademarks or any other Content on the Platform except as provided in the Agreement is strictly prohibited.

Representations and Warranties

You represent and warrant to tZERO that: (a) you have the legal right and authority to enter into this Agreement; (b) this Agreement forms a binding legal obligation on you; and (c) you have the legal right and authority to perform your obligations under this Agreement and to grant the rights and licenses described in this Agreement.

You acknowledge that the Platform, Services and Content are not specifically designed to facilitate compliance with any specific Law. Your use of the Platform, Services and Content in compliance with any specific applicable Law is your sole responsibility. tZERO is not responsible for enabling your compliance with any such Law or for your failure to comply. Regardless of the jurisdiction in which you use or access the Platform, Services or Content, you represent, warrant and covenant that your use of and access to the Platform, Services and Content, including, without limitation, Your Content, will comply with all applicable Laws and will not cause tZERO itself to violate any applicable Laws. The foregoing obligation includes compliance with all Law that are applicable to the transmission of data on the internet, including, but not limited to, Laws governing the transmission of data or funds across international boundaries, into prohibited countries, and containing financial, technical, and/or personally identifiable information.

Disclaimers

YOU AGREE TO USE THE PLATFORM, THE SERVICES, AND THE CONTENT AT YOUR OWN RISK.

THE PLATFORM, SERVICES AND CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE PLATFORM, SERVICES OR CONTENT WILL BE AVAILABLE FOR YOUR USE OR THAT YOUR USE OF THE PLATFORM, SERVICES OR CONTENT WILL BE UNINTERRUPTED OR FREE FROM ERRORS OR OMISSIONS. TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THE RELIABILITY, ACCURACY, INTEGRITY, COMPLETENESS, ADEQUACY OR CURRENCY OF THE PLATFORM, SERVICES OR CONTENT AND DO NOT ENDORSE THE VIEWS OR OPINIONS THAT MAY BE EXPRESSED OR PROVIDED BY USERS OF THE PLATFORM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND WITH REGARD TO THE AGREEMENT AND THE PLATFORM, SERVICES, AND CONTENT, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. NO ORAL OR WRITTEN ADVICE OR INFORMATION GIVEN BY THE PLATFORM, SERVICES, CONTENT, US OR OUR EMPLOYEES, SUPPLIERS, SERVICE PROVIDERS OR AGENTS SHALL CREATE A WARRANTY.

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WITHOUT LIMITING THE FOREGOING, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY REPRESENTATION OR WARRANTY REGARDING THE AMOUNT OF REVENUE THAT MAY BE GENERATED AND ANY ECONOMIC OR OTHER BENEFIT THAT YOU MIGHT OBTAIN THROUGH YOUR USE OF THE PLATFORM, SERVICES OR CONTENT. SPECIFICALLY, TZERO AND ITS SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ANY REPRESENTATION OR WARRANTY THAT THE PLATFORM, SERVICES OR CONTENT WILL MEET YOUR REQUIREMENTS.

Limitation of Liability

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO, VIEWING OF, BROWSING, VISITING OR USE OF THE PLATFORM, SERVICES AND CONTENT IS AT YOUR SOLE RISK.

You acknowledge and agree that, to the fullest extent permitted by any applicable Law, the disclaimers of liability contained herein apply to any and all damages or injury whatsoever caused by or related to use of, or inability to use, the Platform, Services or Content under any cause or action whatsoever in any jurisdiction, including actions for breach of warranty, breach of contract or tort (including negligence). In no event shall the tZERO Parties' total aggregate liability to you for all damages arising out of or in connection with the Agreement,

Platform, Services, or Content exceed \$10,000 dollars. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You further specifically acknowledge that the tZERO Parties are not liable, and you shall not to seek to hold the tZERO Parties liable, for the conduct of third parties, including operators of third-party services, and that the risk of the conduct of third parties and third-party services and of injury from the foregoing rests entirely with you.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, OR REVENUES), COVER, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, PLATFORM, SERVICES, OR CONTENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM RELIANCE UPON ANY INFORMATION OBTAINED FROM THE PLATFORM OR THROUGH THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER IN AN ACTION AT LAW, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR AN ACTION IN EQUITY, AND WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY ACKNOWLEDGE THAT THIS SECTION AND THE DISCLAIMERS ABOVE SHALL APPLY TO ALL USE OF THE PLATFORM, SERVICES AND CONTENT. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, LIABILITY IS LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

Indemnification

You (including each joint account holder, if applicable) agree to indemnify, defend, and hold harmless tZERO, its affiliates and subsidiaries, and each of their respective officers, directors, shareholders, employees, agents, representatives, vendors, suppliers, service providers, distributors, assigns, Users, customers, licensees, and successors in interest (“**Indemnified Parties**”) from any and all claims, losses, liabilities, damages, fees, expenses and costs (including attorneys' fees, court costs, damage awards, and settlement amounts) that directly or indirectly result from: (1) your access to or use of the Platform, Services or Content; (2) your negligence, fraud, bad faith or willful misconduct; (3) your breach of any representation, warranty, or other provision of the Agreement; (4) an actual or alleged Fraudulent Event (as defined in Annex A). We will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it, but failure to provide such notice shall not impact your obligations under this Section unless you are prejudiced by that failure.

Notwithstanding the foregoing, tZERO reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify the Indemnified Parties, and you agree to cooperate with tZERO's defense of these claims.

Subpoenas

In the event we are required to respond to a subpoena or other formal request from a third party or a government agency for our records or other information relating to services we have performed for you, or testify by deposition or otherwise concerning such services, you will reimburse us for our time and expense incurred in responding to any such demand, including, but not limited to, reasonable lawyers and other professional fees, time and expense incurred in search and photocopying costs, reviewing documents, appearing at depositions or hearings, and otherwise litigating issues raised by the request.

Privacy

Any personally identifiable information you submit to the Platform will be processed in accordance with the Privacy Policy for the Platform located at Annex B ("**Privacy Policy**"). You expressly consent to the use and disclosure of Your Content, including your personally identifiable information, as described in the Privacy Policy.

You agree that you will access and use the Platform and the Services solely in compliance with the Privacy Policy.

Notwithstanding anything in the Privacy Policy, tZERO will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information resulting from your access to and use of the Platform, and all Services and Content. To the extent any such non-personally identifiable data or information is collected or generated by tZERO, the data and information will be solely owned by tZERO and may be used by tZERO for any lawful business purpose without a duty of accounting to you, provided that the data and information is used only in an aggregated form, without directly identifying you or any other Entity or natural person as the source thereof.

As part of its customer due diligence program, tZERO has engaged Jumio to assist with customer identity verification. By consenting to these Terms, you consent to Jumio collecting, processing, and sharing your personal information pursuant to its [Privacy Notice](#).

Electronic Signatures in Global and National Commerce Act/Uniform Electronic Transactions Act

The Federal Electronic Signatures in Global and National Commerce Act ("**ESIGN**") and other applicable Laws, including the Uniform Electronic Transactions Act ("**UETA**") and the New York State Electronic Signatures and Records Act ("**NYESRA**"), authorize the creation of legally binding and enforceable agreements utilizing electronic records and signatures. To the extent ESIGN, NYESRA, UETA, or other applicable Laws require that we obtain your consent to use electronic records or signatures or to receive information electronically, you hereby consent to transact business with us electronically and maintain electronic records in

compliance with the requirements of ESIGN, NYESRA, UETA, and any other applicable Laws.

Your use of electronic signatures to sign documents legally binds you in the same manner as if you had manually signed such documents. The use of electronic versions of documents fully satisfies any requirement that such documents be provided to you in writing. If you sign electronically, you represent and warrant that you have the ability to access and retain a record of such documents. You agree that you are responsible for understanding these documents and agree to conduct business by electronic means.

Although you consent to electronic delivery, you may be permitted to elect for the delivery of certain communications by other means. If you make such an election, such delivery shall not affect your consent. You may also be permitted to revoke your consent to the electronic delivery of certain communications and instead receive a paper version of such communications. tZERO shall have a reasonable period to effect any such change and tZERO may charge you a reasonable fee for sending you any such paper communications. If you elect to use electronic delivery, you agree and represent that you have a suitable computer with Internet access, an email address and the availability to download, save and/or print communications to retain a record of such communications. You agree that you are solely responsible for maintaining such equipment and services required for online access.

Notices

You agree that we may send you any notice, communication, or other information in connection with the Platform or Services in electronic form to any e-mail address we have on file for you or, if the notice, communication, or other information applies to multiple Users, by posting such notice to the Platform or providing it through the Services. tZERO may also deliver notices, communications, or other information verbally, whether in person, over the telephone, or by other electronic audio communication. Notices, communications, or other information provided to you via e-mail will be deemed given and received on the transmission date of the e-mail. Notices, communications, or other information given through the Platform or Services will be deemed given and received on the day you access the Platform or Services containing such notice. As long as you access and use the Platform, you agree that you will have, or have access to, the necessary software and hardware to receive such notices, communications, or other information. If you do not consent to receive any such notices, communications, or other information electronically, you agree to stop using or accessing the Platform and all Services and Content. You agree to promptly notify us of any changes in your address or contact details. If tZERO sends you any notice, communication, or other information but you do not receive it because the email address in our files file is incorrect, out-of-date, blocked by your service provider, or you are otherwise unable to receive the notice, communication, or other information, tZERO will be deemed to have provided the notice, communication, or other information to you.

Communications

If you communicate with tZERO, we may disclose your communication: (1) to satisfy any Law or government request; (2) if such disclosure is necessary or appropriate to operate the Site; (3) to protect our rights or property, our Users, you, or any other Entity; or (4) if, in our sole

discretion, your communication should be referred to law enforcement or other government authorities.

Claims of Infringement

If you believe in good faith that your copyrighted work has been posted or made available on the Platform or through the Services without your authorization in a way that constitutes copyright infringement, please contact us at the address below so that we may investigate the situation and take any appropriate action. In order for us to investigate your claim of infringement, you must provide us with the following information:

- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright;
- A description of the copyrighted work that you believe has been infringed;
- A description of where the material that you claim is infringing is located or identified on the Platform;
- Your name, address, telephone number, and e-mail address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or applicable Law; and
- A statement by you, made under penalty of perjury, that the information submitted to us is accurate and that you are the owner of the copyright or authorized to act on behalf of the owner of the copyright.

The above information should be provided to our designated agent for notice of claims of copyright infringement at the following address:

By mail:

Copyright Agent

c/o tZERO

299 Main Street, Suite 2270

Salt Lake City, UT 84111

Please note that the above procedure is exclusively for notifying tZERO and its Affiliates if you believe in good faith that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the Digital Millennium Copyright Act of 1998.

Allegations that other Intellectual Property Rights may be infringed on the Platform or through the Services should be sent to legal@tzero.com. tZERO may, in its sole discretion, terminate the accounts of those who are accused of infringing copyrights or other Intellectual Property Rights.

Suspension and Termination

We may terminate the Agreement and your right to access or use the Platform or the Services and any Content at any time, for any reason or no reason in our sole discretion. We will use reasonable efforts to provide you with notice of any such termination. You may, in your sole discretion, discontinue using the Platform or any Services or Content at any time.

We also reserve the right to suspend or limit your access to the Platform or the Services for any reason or no reason in our sole discretion. During any such suspension, you may not access or use the Platform or any Services or Content.

If we terminate this Agreement, or during any suspension of your access to the Platform or the Services, you may not attempt to access or use the Platform or any Services or Content, whether by agreeing to these Terms (or any Annex) again or by otherwise accessing or using the Platform or any Services or Content, unless or until we have provided you with our separate written permission for you to do so. Any attempt you may make to agree to these Terms (or any Annex) following termination, or during any suspension, is hereby rejected by tZERO.

Upon termination of the Agreement for any reason: (a) all rights granted to you under the Agreement will terminate; (b) You will cease all use of and access to your Account, the Platform, and all Services and Content; (c) you will cease use of and delete any Content you have downloaded prior to termination; (d) all fees or other amounts incurred through your Account or which you have otherwise incurred under this Agreement will become payable; and (e) we may, in our sole discretion, delete your Account and any of Your Content. Following any termination of the Agreement, you will continue to be bound by the terms of the Agreement which, by their nature, survive termination, including without limitation ownership provisions, warranty disclaimers, indemnity, limitations of liability, and dispute resolution.

Governing Law

The interpretation of the rights and obligations of the parties under the Agreement, and any dispute of any nature that might arise between you and tZERO, will be governed by the Laws of the State of New York, USA, as such laws apply to contracts between New York residents performed entirely within New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement, and the parties hereby disclaim the application thereof.

Disputes

Precondition to Claims

You shall not institute legal proceedings against tZERO without first completing the dispute resolution process set forth below. You agree that failure to complete this dispute resolution process is grounds for dismissal without prejudice of any legal proceedings. You shall direct any complaint to tZERO and not to its consignors.

Dispute Resolution Process

The following dispute resolution process shall apply to any Dispute (as defined below) related

to or arising out of your relationship with tZERO. You agree that you shall first notify tZERO of the Dispute in writing at least twenty (20) days in advance of initiating arbitration or the small claims court action (if applicable) described herein and attempt to informally negotiate a resolution to the Dispute in good faith. Notice to us should be sent via email to: legal@tzero.com. The notice of Dispute must: (a) include your name, address, phone number, and e-mail address(es) used to register with or use the services; (b) describe the nature and basis of the Dispute; (c) enclose and/or identify all relevant documents and/or information; and (e) set forth the specific relief sought. If tZERO and you do not reach an agreement to resolve the Dispute within twenty (20) days after the notice is received, you may commence a formal arbitration proceeding or small claims court action (if applicable).

Submission to Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. YOU UNDERSTAND AND AGREE THAT BY THIS PROVISION, YOU AND YOUR REPRESENTATIVES ARE FORGOING THE RIGHT TO SUE IN COURT (EXCEPT AS SET FORTH BELOW) AND HAVE A JURY TRIAL. YOU AGREE THAT ANY AND ALL DISPUTES THAT HAVE ARISEN OR MAY ARISE BETWEEN TZERO AND YOU (INCLUDING YOUR REPRESENTATIVES) SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT, IF YOUR CLAIMS QUALIFY.

You, your representatives, and tZERO agree that any and all disputes, controversies, or claims between them arising under, out of, or relating to the Platform, Services, or Content or the Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination of the Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to the Agreement or any of the foregoing (“**Disputes**”) shall be submitted to and resolved exclusively by binding arbitration in accordance with the procedures set forth in this Section. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to (1) Disputes that arose before your agreement to the Agreement or any prior agreement; (2) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (3) Disputes that may arise after the termination of your use of the Platform or Services.

Mandatory and Binding Arbitration Procedures

Except as noted below, if any Dispute cannot be resolved through negotiations between the parties within twenty (20) days of notice from one party to the other of the Dispute, such Dispute will be finally settled through binding arbitration before the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules then in effect unless it is determined by the AAA that the fee schedule and/or other provisions of the AAA’s Consumer Rules apply to the Dispute. The AAA’s Commercial Arbitration Rules or, if applicable to a particular Dispute, the AAA’s Consumer Rules are defined herein as the “**Rules.**” Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules.

The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days (the “**Initial Period**”) after either party to the Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted exclusively in the English language at a site specified by tZERO in New York, NY, USA (Borough of Manhattan). The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator will require payment of the costs, fees (including reasonable attorneys’ fees) and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees (including reasonable attorneys’ fees) and or expenses incurred in enforcing the award shall be charged against the party that resists its enforcement. To the fullest extent permitted by applicable Law, no arbitration shall be joined with an arbitration involving any other party subject to the Agreement, whether through class arbitration proceedings or otherwise.

Notwithstanding the foregoing, you agree that the following matters shall not, at the election of tZERO, be subject to binding arbitration: (a) any dispute concerning tZERO’s or its suppliers or service providers’ Intellectual Property Rights; (b) any dispute related to or arising from allegations of criminal activity; or (c) any claim for injunctive relief.

The foregoing provisions regarding Disputes shall apply to any Dispute with tZERO or any of its affiliates, except that any Dispute with tZERO Markets, LLC, tZERO ATS, LLC and/or any other broker-dealer affiliate of tZERO shall be resolved by arbitration solely in accordance with the rules and procedures of FINRA’s dispute resolution forum and as set forth in the provisions of the applicable customer agreements between you and those entities.

Class Action Waiver

ANY PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION. NEITHER PARTY SHALL BE A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING, AND THE ARBITRATOR MAY AWARD RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL DISPUTE OR CLAIM. UNLESS THE PARTIES AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S DISPUTES, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. TZERO DOES NOT CONSENT TO CLASS ARBITRATION. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL.

Small Claims

We both may choose to pursue any Dispute in small claims court (rather than arbitration) where jurisdiction and venue over tZERO and you are proper, and where the claim does not include a request for any type of equitable relief, and so long as the matter advances on an individual (non-class) basis.

Injunctive Relief

Notwithstanding anything to the contrary in the foregoing, either party may bring suit in court seeking temporary or preliminary injunctive relief, which shall then be subject to review by the arbitrator should such party further seek permanent injunctive relief in arbitration.

Time Limit to Pursue Dispute

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Agreement or your relationship with tZERO must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Effect of Changes on Arbitration

Notwithstanding the provisions of the “Changes” Section above, if tZERO changes any of the terms of this “Disputes” Section after the date you most recently accepted the terms of the Agreement, you may reject any such change by sending us written notice (including by email to legal@tzero.com) within 30 days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of tZERO’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and tZERO in accordance with the terms of this “Disputes” Section as of the date you most recently accepted the terms of the Agreement.

Severability

If a court decides that any provision of this “Disputes” Section is invalid or unenforceable, that provision shall be severed and the other parts of this “Disputes” Section shall still apply. In any case, the remainder of the Agreement will continue to apply.

Force Majeure

The tZERO Parties will not be liable for delays, failure in performance or interruption of the Services or Platform which result directly or indirectly from any cause or condition beyond tZERO's reasonable control, including any delay or failure due to any act of God, act of civil or military authorities, act of terrorists, pandemic, epidemic, civil disturbance, war, strike or other labor dispute, fire, interruption in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophe or any other occurrence which is beyond our reasonable control (collectively, “**Force Majeure Events**”) and the occurrence of a Force Majeure Event or any such delays, failures or interruptions shall not affect the validity and enforceability of any remaining provisions of the Agreement.

Additional Terms

The failure of tZERO to enforce any right or provision in this Agreement will not constitute a waiver of future enforcement of that right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of tZERO. Except as expressly set forth in the Agreement, the exercise by either party of any of its rights or remedies under the Agreement will be without prejudice to its other rights or remedies under the Agreement or otherwise. If for any reason a court or arbitral tribunal, as

applicable, of competent jurisdiction finds any provision of the Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of the Agreement will remain in full force and effect and enforceable. Neither the Agreement nor any of your rights or obligations under the Agreement may be assigned or transferred by you (in whole or in part and including by sale, merger, consolidation, or other operation of law) without the prior written approval of tZERO. Any assignment in violation of the foregoing will be null and void. tZERO may use third party providers to provide any portion of the Platform. tZERO shall have the right to assign its rights or delegate any of its responsibilities under this Agreement for any reason. tZERO will use commercially reasonable efforts to provide you with notice of any such assignment or transfer. Except as expressly provided in the Agreement, there shall be no third-party beneficiaries to the Agreement. The Indemnified Parties and tZERO's Affiliates, officers, directors and members shall be deemed third party beneficiaries to this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. To the extent any ambiguity or inconsistency exists between an English version of any written document and a version in any other language, the English (as interpreted in the United States) version of such document shall prevail. The words "include," "includes" and "including" means "include," "includes" or "including," in each case, "without limitation."



Annex A
tZERO Markets, LLC
Issuance Platform Account Agreement

This Annex was last updated on March 22, 2023

This annex together with all exhibits and any accompanying or supplemental agreements and documents referenced herein (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**Annex**”) is made and entered into between tZERO Markets, LLC (“**tZERO Markets**”, “**us**”, “**our**”, or “**we**”), and you or, if you are accessing the Issuance Platform (as defined below) or using our Services provided through the Issuance Platform on behalf of another Entity, that Entity (in either case, “**you**” or “**your**”). For purposes of this Annex, “**Services**” solely refers to the Services offered by tZERO Markets through the Issuance Platform.

This Annex and the tZERO Master Terms of Use (“**Terms**”) together form your agreement with tZERO Markets (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) regarding your access to and use of tZERO Markets online brokerage platform and related Services for investing in primary securities offerings through the Platform (the “**Issuance Platform**”) and the establishment of an account with tZERO Markets’ for Services (an “**Account**”). If for any reason you have not entered into the Terms at the time you enter into this Annex, then by entering into this Annex, you agree to enter into and be bound by the Terms. In the event of a conflict between the Terms and this Annex or overlapping subject matter with the Terms, the terms of this Annex will control as to the Services provided to you by tZERO Markets and the Terms (and any other Annex) will control in all other respects. Capitalized terms used and not otherwise defined in this Annex have the meanings assigned to such terms in the Terms.

By clicking “Invest Now” or by accessing or using the Issuance Platform or any Services or Content made available through the Issuance Platform, you agree to enter into and be bound by this Annex. If you are entering into this Annex on behalf of an Entity, by clicking “Invest Now” or by accessing or using the Issuance Platform or any Services or Content provided or made available through the Issuance Platform, you represent and warrant that you have authority to bind that Entity. If you do not have such authority or you do not agree to this Annex, you should not agree to these terms via “click through” and should not access or use the Issuance Platform or any Services or Content provided or made available through the Issuance Platform.

THIS ANNEX CONTAINS AN ARBITRATION PROVISION, WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AND PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

This Annex describes how we will service your Account. It is a legal document that outlines our obligations to you and your obligations to us. It covers how we agree to address the most important issues that may arise between you and us. PLEASE BE SURE to read this Annex prior to using the Issuance Platform.

Customer Identification Program Notice

In order to help the government fight the funding of terrorism and money laundering activities, you understand that tZERO Markets is required under federal law (including under the USA Patriot Act of 2001) to obtain, verify and record information that identifies each person who opens an account with tZERO Markets. You can learn more about these requirements [here](#). When you open an Account, tZERO Markets is required to collect information such as your name, date of birth, phone number, email address, permanent physical address, mailing address, employment information and identification number (typically your social security number or taxpayer identification number). You may also be required to present your driver's license or other identifying documents. You authorize tZERO Markets to verify your identity, creditworthiness and other information and to provide information about you and your Account to consumer and credit reporting agencies, collection agencies and other third-parties providing customer verification services. You also authorize tZERO Markets to obtain copies of your consumer and credit reports at tZERO Markets' discretion and at any time. tZERO Markets may deny your application to open an Account or refuse to provide you with an Account in tZERO Markets' sole discretion for any reason. You also acknowledge and agree that tZERO Markets may provide information as to your performance under this Agreement to those agencies. You understand that, upon your written request, tZERO Markets will tell you whether a credit report was requested and provide you with the name and address of the agency that furnished it.

Complaints

You understand that any complaints should be directed to tZERO Markets at 525 Washington Blvd, Suite 300, Jersey City, NJ 07310, Attention: Compliance or via email at PrimaryIssuanceSupport@tZero.com.

FINRA Public Disclosure Program

As a member of FINRA, tZERO Markets is required to disclose the availability of BrokerCheck, an online tool that provides information about FINRA-registered firms and investment professionals. To access BrokerCheck or download an investor brochure, go to <http://www.finra.org/brokercheck>. You can also call the BrokerCheck Hotline at 800.289.9999.

You can view a copy of **tZERO Markets' Form CRS and related conversation states hereto as Exhibit A.**

Other Important Information

Securities Investor Protection Corporation

tZERO Markets is a member of SIPC. Explanatory brochure available upon request or at www.sipc.org.

How to Contact tZERO Markets

You may contact us to let us know of your changes as to how we may contact you electronically, or to request paper copies of certain information from us as follows: To contact us by email send messages to: PrimaryIssuanceSupport@tZero.com; in writing to: tZERO Markets, Attn: Compliance, 525 Washington Blvd, Suite 300, Jersey City, NJ 07310. You understand and acknowledge that when you request assistance from tZERO Markets or its employees in using our Services, it will be limited to an explanation of such Services' functionality and assistance using such Service and that such assistance constitutes neither investment advice, nor an opinion with respect to the suitability of any transaction or solicitation of any orders. You understand and agree that tZERO Markets may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, tZERO Markets does not consent to the recording of telephone conversations by any third party or you. You acknowledge and understand that not all telephone or electronic communications are recorded by tZERO Markets and tZERO Markets does not guarantee that recordings of any particular telephone or electronic communications will be retained or retrievable.

Let tZERO Markets Know if Your Information Changes

To let us know of a change in your email address or other account information, you must send an email message to us at: PrimaryIssuanceSupport@tZero.com and in the body of such request, you must state: your previous information and your new information.

Business Continuity Plan

tZERO Markets has established a Business Continuity Plan that will support its ability to conduct business in the event of a Significant Business Disruption (“**SBD**”). This plan is reviewed annually, and can be updated more frequently if necessary. Should tZERO Markets be impacted by an SBD, we aim to minimize business interruption as quickly and efficiently as possible. tZERO Markets has implemented recovery plans that address each

of its SBDs. To receive more information about tZERO Markets' Business Continuity Plans, please see **tZERO Markets' Business Continuity Disclosure here as Exhibit B.**

Account Risk Disclosure

Securities, as well as any particular investment, may not be suitable or appropriate for everyone. Investors should note that investing in securities could involve substantial risks, including no guarantee of returns, costs associated with selling and purchasing, and no assurance of liquidity which could impact their price and investor's ability to sell, and possible loss of principal invested. Further, an investment in a single security could mean lack of diversification and, consequently, higher risk. Past performance of a security does not guarantee future results or returns. You should not invest any funds in which you require the ability to withdraw, cash-out, or liquidate within a certain period of time. Market volatility and volume may delay systems access and trade execution. There is always the potential of losing money when you invest in securities.

tZERO Markets does not give any financial, legal, tax, investment, or other advice. Certain transactions give rise to substantial risks and are not suitable for all investors. Prior to making any investment on the Issuance Platform, you should consult your business advisor, attorney and tax and accounting advisors, as appropriate, with respect to the price, suitability, value, risk or other aspects of any security or other investment. With respect to any security available on the Issuance Platform, we urge you to carefully evaluate its appropriateness for your situation with your financial advisor if you deem appropriate. No reference to any specific security constitutes a recommendation to buy, sell or hold that security or any other security. No reference to a security constitutes investment advice or offers any opinion with respect to the suitability of any security, and approval of your Account should not be taken as advice to buy, sell or hold any security. These are sophisticated investments with inherent risks and should not be made by anyone who cannot afford to risk their entire capital contribution. You should not use the Services as the primary basis for any investment or financial decision. This risk disclosure is not intended as a substitute for professional legal, tax or financial advice.

Pricing and other information generated through the use of the Services or Issuance Platform or made available therein may not reflect actual prices or values that would be available in the market at the time provided or at the time that the user may want to purchase or sell a particular security or other instrument. Prices and other market data are subject to change at any time. Prices and availability are indicative only and subject to change without notice. The information and services provided by tZERO Markets are not provided to and may not be used by any person or entity in any jurisdiction where the provision or use thereof would be contrary to applicable laws, rules or regulations of any governmental authority or regulatory or self-regulatory organization or clearing organization or where tZERO Markets is not authorized to provide such information or services.

Digital Securities

“**Digital Securities**” include types of financial instruments that meet the definition of “security” under US federal securities laws. The Digital Securities on the Issuance Platform are either: (1) digitally enhanced securities or (2) digital asset securities. **tZERO Markets does not custody any securities, including Digital Securities.**

Digitally Enhanced Securities

A digitally enhanced security is a traditional, uncertificated security that is issued, cleared, traded, transferred, settled and custodied in the same manner as other uncertificated securities that are not “digitally enhanced”.

The term “digitally enhanced” refers to the technology elements that have been added to the security – to provide features investors may find useful to enhance transparency without impacting the conventional structure of uncertificated securities as currently handled every day by the current market system. Specifically, the digital enhancement allows for the creation of a digital courtesy carbon copy of the conventional, official stock register and/or record of beneficial ownership of a digitally enhanced security that is viewable on a publicly available distributed ledger. This courtesy carbon copy is provided solely as a convenience to investors and has no controlling effect for securities or corporate law purposes. The conventional, official stock record and beneficial ownership records for a digitally enhanced security govern all transactions and ownership of the securities in all circumstances. We believe the distributed ledger technology employed for digitally enhanced securities enhances the investor ownership experience and provides transparency, without impacting the traditional protections served by regulated market participants. However, to the extent that the conventional, official ownership records and the “courtesy carbon copy” for any particular digitally enhanced security are not synchronized, there could be a delay while an issuer corrects any such inconsistencies, and such inconsistencies may cause investors confusion with respect to their holdings of such digitally enhanced security which could adversely affect the liquidity for, and market value of, such digitally enhanced security. Additionally, the record of ownership of each digital wallet address will be available to the general public, and it may be possible for members of the public to determine the identities of the record holders of certain digitally enhanced securities. Although the record of ownership included in the blockchain is a non-controlling “courtesy carbon copy” of the records maintained by each issuer’s SEC-registered transfer agent, it will be made publicly available. The- publicly available information will be pseudonymized and include the digital wallet address of each holder of record and the security position information of such holder of record and the entire history of debits and credits to the relevant security position information of each digital wallet address, but it will not include any personal identifiable information. As a result, it may be possible for members of the public to determine the identities of the record holders of certain wallet addresses based on the publicly

available information in the “courtesy carbon copy,” as well as other publicly available information, including any ownership reports required to be filed with the SEC (if any).

Digital Asset Securities

A digital asset security is a security that is issued and/or transferred using distributed ledger or blockchain technology. The risks associated with each digital asset security that you invest in may vary based on how such digital asset security is programmed and the technology utilized. Certain risks specifically associated with digital asset securities include:

- There have been instances of fraud, theft, and loss with respect to the custodianship of digital asset securities.
- There is not established infrastructure or established processes to reverse or cancel mistaken or unauthorized transactions in digital asset securities. Most blockchains record transactions between two parties in a verifiable and permanent way, referred to as “immutability.” Therefore, you may not be able to unwind or reverse any transaction in digital asset securities.
- You could be victimized by fraud or theft, you could lose a “private key” necessary to transfer your digital asset securities, or if your digital asset security is transferred to an unintended wallet address you may lose the ability to reverse a fraudulent or mistaken transaction.
- In addition, malicious activity attributed to actors taking advantage of potential vulnerabilities that may be associated with distributed ledger technology and its associated networks could render you unable to transfer your digital asset securities.
- Securities custodied by you with a Custodian are subject to the asset protection regimes applicable to such Custodian and thus the protections afforded to securities customers under Securities Investor Protection Act may not apply. **If you have any questions relating to the protection of the cash and/or securities you have on deposit with a Custodian, please reach out to your Custodian.**

tZERO Markets is not a digital asset wallet provider, digital asset custodian or blockchain administrator and will play no role in the distributed ledger or blockchain technology applicable to any digital asset securities. You should carefully review the security measures of any third-party provider assisting you with the technical and security management of your digital asset securities.

Digital Security Liquidity

Digital Securities may only become available for trading on the tZERO ATS, an alternative trading system operated by our affiliate, which has limited volume and the depth and liquidity

of that market and the ability to sell these securities may be limited. An increase in trading volume on the tZERO ATS may cause the trading venue to not function properly. In these cases, any technological malfunction, due to increased trading volume, cyber-attacks, external security breaches or otherwise, of the tZERO ATS may adversely affect your ability to execute trades and trading of a certain security may even be suspended. The number of shares of a particular Digital Security traded on the tZERO ATS may be very limited, making the market price more easily manipulated than is the case with respect to securities that are traded in greater volume on deeper and more liquid ATS. The tZERO ATS is not a stock exchange and has no “listing requirements” for issuers or for the securities traded although it may, in its sole discretion, trade any security, following reasonable due diligence, that meets the trading qualifications of tZERO ATS.

Private Securities

The securities (“**Private Securities**” and each a “**Private Security**”) offered on the Issuance Platform, including Digital Securities, may have been issued in an offering exempt from registration under the Securities Act of 1933 (the “**Securities Act**”) by an issuer that is not a “reporting company” subject to the reporting requirements of the Securities Exchange Act of 1934 (the “**Exchange Act**”). Investing in Private Securities is not suitable for all investors. **An investment in Private Securities can be highly speculative and involve a high degree of risk.**

No governmental agency has reviewed the offerings of Private Securities and no state or federal agency has passed upon either the adequacy of the disclosure for such securities contained on the Issuance Platform or the fairness of the terms of any offering of Private Securities. The exemptions relied upon for such offerings are significantly dependent upon the accuracy of the representations of the investors to be made to the issuer in connection with the offering. In the event that any such representation proves to be untrue, the registration exemptions relied upon by the issuer in selling the securities might not be available and substantial liability to the issuer would result under applicable securities laws for rescission or damages.

The offering price of Private Securities on our Platform may bear no relationship to an issuer’s assets, book value, historical results of operations or any other established criterion of value. The offering price should not be considered as an indication of any issuer’s actual value or the value of any Private Security.

There may not be any public or private market for Private Securities, and there can be no assurance that any such market would develop in the foreseeable future. There is, therefore, no assurance that Private Securities can be resold near the offering price or at all. You will be required to represent that you are acquiring certain Private Securities for an investment and not with a view to distribution or resale, that such securities are not freely

transferable and, in any event, that you must bear the economic risk of an investment in such securities for an indefinite period of time because the securities have not been registered under the Securities Act or applicable state Blue Sky or securities laws. **Private Securities cannot be resold unless they are subsequently registered or an exemption from registration is available.**

There is no active trading market for the Private Securities being offered and no market may develop in the foreseeable future for any such securities. Further, there can be no assurance that the issuer will ever consummate a public offering of any Private Securities. Accordingly, investors must bear the economic risk of an investment in Private Securities for an indefinite period of time. Even if an active market develops for such securities, there may be further restrictions on trading such Private Securities. For example, Rule 144 promulgated under the Securities Act ("**Rule 144**"), which provides for an exemption from the registration requirements under the Securities Act under certain conditions, requires, among other conditions, for resales of securities acquired in a nonpublic offering to be exempt from having to satisfy such registration requirements, a six-month holding period following acquisition of and payment in full for such securities assuming the issuer of such securities has filed periodic reports with the SEC under the Exchange Act for a period of 90 days prior to the proposed sale. If the issuer of such securities has not made such filings, such securities will be subject to a one-year holding period before they can be resold under Rule 144. There can be no assurance that any issuer will fulfill any reporting requirements in the future under the Exchange Act or disseminate to the public any current financial or other information concerning the Company, as is required by Rule 144 as part of the conditions of its availability.

Accordingly, you should be prepared to hold any Private Securities acquired in such offerings indefinitely and you cannot expect to be able to liquidate any or all of your investment even in case of an emergency. In addition, any proposed transfer must comply with restrictions on transfer imposed by the issuer and by federal and state securities laws. The issuer may permit the transfer of such securities out of a subscriber's name only when his or her request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the issuer that neither the sale nor the proposed transfer results in a violation of the Securities Act or any applicable state securities or "blue sky" laws.

THERE CAN BE NO ASSURANCE THAT ANY ISSUER WILL EVER FILE A REGISTRATION STATEMENT TO REGISTER SUCH SECURITIES, THAT SUCH REGISTRATION STATEMENT WILL BECOME EFFECTIVE, OR THAT ONCE EFFECTIVE, SUCH EFFECTIVENESS WILL BE MAINTAINED.

Offering Materials

The offering materials on the Issuance Platform for each security is solely the product of the issuer and not of tZERO Markets. Such offering materials are not personalized in any way or tailored to reflect your personal financial circumstances or investment objectives, and does not constitute a recommendation to purchase, sell or hold any security or as an endorsement of such security. You should not consider the availability of any offering materials as a recommendation to you of any particular security or investment strategy. Offering materials should only be considered current as of their publication date. No tZERO Party has undertaken any duty to update any offering materials for any security. Offering materials are not intended to provide tax, legal or investment advice.

Issuers of Private Securities may not have the internal control infrastructure that would meet the standards of a public company, including the requirements of the Sarbanes Oxley Act of 2002. Privately held companies are not subject to the Sarbanes Oxley Act of 2002. There can be no guarantee that there are no significant deficiencies or material weaknesses in the quality of such issuers' financial and disclosure controls and procedures.

You covenant and agree that you will not hold any tZERO Party liable in any way for any inaccuracies, errors or omissions in any offering materials, or any loss or damage arising from or occasioned by any error or delay in the posting of any offering materials or any other cause beyond the reasonable control of a tZERO Party. The tZERO Parties shall further not be liable for any consequential, incidental, special or indirect damage (including but not limited to lost profits, trading losses and damages) that may result from use of information contained in Issuer Disclosure Statements or for omissions or inaccuracies of the information contained in them.

Online Investing

Despite our best efforts, computer glitches, slowdowns, and crashes will occur. We also may need to restrict access at various times to some parts or to all of the Platform, including the Issuance Platform, to perform maintenance. While it is our intention that the Platform will be available seven days a week except when maintenance is scheduled (usually during weekends), you understand that we do not guarantee that you will always be able to access our Platform. Computer problems can arise on your end, our end, or anywhere in between. You agree that we are not responsible for any losses or liabilities that may occur as a result of computer, telecommunications, or Internet failures, regardless of the cause.

Permitted Jurisdictions

tZERO Markets is not licensed or authorized to operate in any jurisdiction other than the United States of America and some of its associated territories ("**USA**"). Further, tZERO Markets does not have, maintain or represent that there are any authorized locations, offices, or other physical presence in any jurisdiction other than the USA. Any and all

marketing efforts regardless of medium, including but not limited to radio, print, television, and or Internet advertising is directed solely toward customers and potential customers in the USA. As such, tZERO Markets does not advertise, solicit customers, attempt to induce business, or make any other efforts to attract customers or clients in any jurisdiction where tZERO Markets is not licensed or authorized to operate, and any advertisement or solicitation observed in any location other than the USA (“**foreign jurisdictions**”) is not directed toward citizens or residents of that location (“**foreign applicants**”). If you are a resident, citizen, are currently present or otherwise domiciled in any foreign jurisdiction or anywhere tZERO Markets is not authorized to operate, tZERO Markets may accept your Account application provided that the applicant understands and agrees that they were not solicited or otherwise induced by tZERO Markets, its agents or employees to apply for an account. If you are foreign applicant you represent, warrant and agree that you will comply with all local laws related to your Account with tZERO Markets and that tZERO Markets or its staff may not be legally authorized to provide services to foreign applicants. Foreign applicants should further understand that funding may not be accepted in non US dollars, and or from foreign bank accounts. tZERO Markets is not responsible for any customer’s compliance with applicable law of its home jurisdiction.

Further you understand and agree that each offering on the Issuance Platform may have its own selling restrictions with respect to investors residing in foreign jurisdictions, including with respect to an investor’s net worth, financial assets or financial know-how. If an offering circular requires that persons residing in your jurisdiction are a certain type of investor under local law, you certify and covenant that you meet such criteria.

By signing this Agreement, you represent, warrant and agree that any self-directed investments submitted to tZERO Markets will be made in compliance with applicable law in your home jurisdiction and that you are abiding by the selling restrictions set forth in each offering circular on the Issuance Platform.

Consent to Electronic Communications

- You acknowledge and agree that tZERO Markets will only provide statements and other documents, including notices, disclosures, regulatory communications , tax-related documents and any other information, documents, data and records regarding your Account, this Agreement and the agreements and disclosures governing the Services delivered or provided to you by tZERO Markets, issuers of the securities or other property in which you invest (collectively “**Account Documents**”) in electronic form.
- tZERO Markets will electronically send you notices that transaction confirmations and account statements as required by law or regulation.

- You acknowledge that tZERO Markets' primary methods of communication with you include (A) posting information on the Issuance Platform or any other applications, (B) sending email(s) to your email address of record, and, to the extent required by law, and (C) providing you with notice(s) that will direct you to the Issuance Platform, where you can read and print such information. Unless otherwise required by law, tZERO Markets reserves the right to post Account Documents on its Issuance Platform without providing notice to you. Further, tZERO Markets reserves the right to send Account Documents to your email address of record or via its Issuance Platform. You agree that all Account Documents provided to you by any of the foregoing means are considered delivered to you personally upon being sent or posted by tZERO Markets, whether or not you receive or view it.
- Furthermore, at any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you.
- You may request delivery from us of paper copies of Account Documents previously provided by us to you electronically by sending an email to: PrimaryIssuanceSupport@tZero.com and in the body of such request you must state your email address, full name, postal address and telephone number. We will bill you for any fees at that time, as disclosed in the **tZERO Markets Issuance Platform Fee Schedule in Exhibit C** to this Annex. Regardless of your consent to electronic delivery, you agree that tZERO Markets may deliver communications relating to your Account by other means, which shall not affect your consent. You may, however, revoke or restrict your consent to electronic delivery of Account Documents at any time by notifying tZERO Markets in writing of your intention to do so. You also understand that you have the right to request paper delivery of any Account Document that the law requires tZERO Markets to provide you in paper form. tZERO Markets will not treat your request for paper copies as a withdrawal of your consent to electronic delivery of Account Documents. You understand that if you revoke or restrict your consent to electronic delivery of Account Documents or request paper delivery of the same, tZERO Markets, in its sole discretion, may charge you a reasonable service fee for the delivery of any Account Document that would otherwise be delivered to you electronically. You understand that neither your revocation or restriction of consent, your request for paper delivery, nor tZERO Markets' delivery of paper copies of Account Documents will affect the legal effectiveness or validity of any electronic communication provided while your consent was in effect.
- All email notifications regarding Account Documents will be sent to your email address of record, which you agree to maintain until you provide tZERO Markets with a new email address. You understand that email messages may fail to transmit

promptly or properly, including being delivered to SPAM folders or otherwise being caught in SPAM filters. You further understand that it is your sole responsibility to ensure that any emails from tZERO Markets are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the Issuance Platform regularly to avoid missing any information, including time-sensitive or otherwise important communication. If you authorize someone else to access the email account you have provided tZERO Markets, you agree to tell them to share the Account Documents with you promptly, and you accept all risk that they will see your sensitive information, including Account Documents. You further understand that if you use a work email address or computing or communications device, your employer or other employees may have access to the Account Documents.

- Additionally, you acknowledge that the Internet is not a secure network and agree that you will not send any confidential information, including Account numbers or Login Information, in any unencrypted emails. You also understand that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties and you agree to hold the tZERO Parties harmless for any such access regardless of the cause. You agree to promptly and carefully review all Account Documents when they are delivered and to notify tZERO Markets in writing within five (5) calendar days of delivery (or other such time specified herein) if you object to the information provided. If you fail to object in writing within such time, tZERO Markets is entitled to treat such information as accurate and conclusive. You should contact tZERO Markets to report any problems with accessing the Account Documents.
- By entering into this Annex you consent to receive from tZERO Markets exclusively through electronic means all Account Documents that are required to be provided or made available to me during the course of your relationship with tZERO Markets. If more than one individual has electronically acknowledged this Annex, their obligations under this Annex will be joint and several and identical to the obligations of joint account owners who have acknowledged this Annex.

Privacy Policy

By entering into this Annex, you confirm that you can access and have read tZERO's Privacy Policy and tZERO Markets' GLBA Privacy Notice available in Annex B. You agree to the use and sharing of information as described in the Privacy Policy. You acknowledge and agree that the tZERO Parties may, from time to time, update the Privacy Policy and Privacy Notice. The most recent version will be accessible on the Platform.

Disclosure of Information to Issuers

Consistent with our Privacy Policy, we maintain the confidentiality of your Account information (including, but not limited to, your name, address, Account number, securities owned, cash balances and other personal information that we may have or that you have provided to us). All of your personal information will be disclosed to an issuer and/or its transfer agent as part of your investment in an issuer's security.

Escrow Agents

For all offerings on the Issuance Platform, subscription funds are held by an escrow agent pending completion or termination of an offering. The use of escrow services is subject to those providers' terms of use and privacy policy. **tZERO Markets does not custody customer cash or securities.** In certain cases, our affiliate, tZERO ATS, LLC, will serve as issuer's escrow agent for an offering.

Investment Requirements

tZERO Markets facilitates three types of offerings, those made under Regulation A, Regulation D and Regulation Crowdfunding.

- **Regulation A** - These securities offerings are available to U.S. investors who are "accredited investors" as defined by Rule 501 of Regulation D under the Securities Act as well as non-accredited investors, who are subject to certain investment limitations as set forth in Regulation A under the Securities Act (popularly known as "**Reg A+**").
- **Regulation D** - These securities offerings are only available to U.S. investors who are "accredited investors" as defined by Rule 501 of Regulation D under the Securities Act and are made under Rule 506(c) of Regulation D.
- **Regulation Crowdfunding** - These securities offerings are available to U.S. accredited and non-accredited investors subject to certain investment limitations as set forth under Regulation Crowdfunding under the Securities Act.

Before you can invest in any of the securities offerings on the Issuance Platform, you must (a) qualify either as an accredited investor or represent that you will not exceed the investor limits under Regulation A, (b) qualify as an accredited investor for Regulation D offerings or (c) represent that you do not exceed the investor limits for Regulation CF offerings. Prior to investing, you may be asked to fill out a certification and provide necessary documentation as proof of your income and/or net worth to verify that you are qualified to invest in offerings posted on the Issuance Platform. You acknowledge and agree that all information you provide for the verification is complete and accurate.

By opening an Account and using the Issuance Platform for purposes of subscribing to securities offerings as an accredited investor, you represent and warrant that you fall within at least one of the following categories:

- If you are a natural person, you:
 - have a net worth over \$1 million, excluding your primary residence (individually or with your spouse or partner) (your “net worth,” is equal to your assets exceeding minus liabilities. You should exclude (i) the estimated fair market value of your primary residence (*i.e.* the house you live in), and (ii) the amount of any indebtedness secured by your primary residence from this calculation (*i.e.* your mortgage), except (i) if the indebtedness secured by your primary residence exceeds the estimated fair market value of such residence, then the excess should be treated as liability and (ii) if you increased the amount of indebtedness secured by your primary residence in the last 60 days for any reason other than the purchase of your primary residence, then the increase should be included as a liability as well); or
 - have individual income over \$200,000 or joint income over \$300,000 over the last two years and expect to have the same or greater income this year (your “income” is calculated by adding the following items to your adjusted gross income as computed for federal income tax purposes (but not including any amounts attributable to your spouse or property owned by your spouse): (i) any deductions for long-term capital gain or depletion, (ii) any exclusion of interest earned on tax-exempt bonds, (iii) any losses allocated from a limited partnership, (iv) amounts contributed to an IRA, 401(k) or retirement plan, and (v) alimony payments); or
 - hold a valid Series 7, Series 65 or Series 82 license in good standing.
- If you are an entity, you are:
 - a bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company;
 - an SEC-registered broker-dealer, SEC- or state-registered investment adviser, or exempt reporting adviser;
 - a plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5 million;
 - an employee benefit plan (within the meaning of the Employee Retirement Income Security Act) if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
 - a tax exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5 million;
 - a trust with assets exceeding \$5 million, not formed only to acquire the securities offered, and whose purchases are directed by a person who meets the legal standard of having sufficient knowledge and experience in financial

and business matters to be capable of evaluating the merits and risks of the prospective investment;

- an entity of a type not otherwise qualifying as accredited that owns investments in excess of \$5 million; or
- you are solely owned by accredited investors.

By opening an Account and using the Issuance Platform for purposes of subscribing to Regulation A securities offerings as a non-accredited investor, you represent and warrant that your investment in any Regulation A offering posted on this site will not exceed the greater of 10% of your annual income or 10% of your net worth (excluding the value of your primary residence).

By opening an Account and using the Issuance Platform for purposes of subscribing to a Regulation CF securities offerings as a non-accredited investor, you represent and warrant that your investment in any Regulation CF offering posted on this site will not exceed: (i) the greater of \$2,200 or 5% of your annual income or net worth, if your annual income or net worth is less than \$124,000; or (ii) 10% of your annual income or net worth (not to exceed an amount of \$124,000) if your annual income and net worth is equal to or more than \$124,000.

WE ARE ENTITLED TO AND WILL RELY UPON YOUR REPRESENTATIONS.

You agree that, should any material changes occur that might affect your status as an accredited investor, you will immediately provide tZERO Markets with notice in writing.

Terms Governing Your Account

By entering into this Agreement, you acknowledge and agree to be bound the following terms and conditions of this Annex:

The Agreement

1. This Annex sets forth the terms of your Account and use of the Issuance Platform. You agree to be bound by the terms of this Annex. By using tZERO Markets' Services you acknowledge that you understand that the terms and conditions of this Annex govern all aspects of your relationship with tZERO Markets regarding your Account.
2. You understand that electronically signing this Agreement is the legal equivalent of manually signing this Agreement and that you will be legally bound by the terms and conditions of this Agreement in addition to those of this Agreement.
3. You will carefully read, understand and accept the terms and conditions of this Agreement before you use our Services. If you have any questions about any of the provisions in this Agreement, you will contact tZERO Markets at PrimaryIssuanceSupport@tZero.com.

4. You understand that tZERO Markets may amend the Agreement from time to time, with revised terms posted on the Issuance Platform. You agree to check for updates to the Agreement, which we may revise from time to time. You understand that by continuing to maintain your Account or using tZERO Markets' Service without objecting to any revised terms of the Agreement, you will be accepting the terms of the revised Agreement and will be legally bound by its terms and conditions.
5. You further understand that by electronically signing the Agreement, you have acknowledged that this Agreement contains provisions that limit the tZERO Parties' liability to you.

Certifications

6. If you are a natural person, you certify that (i) you are at least 18 years of age and have the required legal capacity and are authorized to enter into this Agreement and (ii) you are not employed by a broker-dealer or other employer whose consent is required to open and maintain the Account by regulation or otherwise, unless such consent has been provided to us.
7. If you are entity, you certify that (i) you are a validly formed entity and have the required legal capacity and are authorized to enter into this Annex pursuant to the requisite company documents and (ii) you are not an entity whose consent is required to open and maintain the Account by regulation or otherwise, unless such consent has been provided to us.
8. If you are an IRA custodian, you certify that all investments made through the Issuance Platform are being made in accordance with Applicable Law, including, without limitation the Internal Revenue Code and all rules and regulations promulgated by the IRS. If you are an IRA custodian, you further acknowledge and agree that tZERO does not, by acting as agent for the Issuer or holding offering proceeds until it becomes clear whether an offering contingency is met, take custody or control over any assets of any IRA that subscribes to purchase securities through the Issuance Platform.
9. You agree, represent and warrant that (i) you have full power and authority to agree to this Agreement, (ii) you have read and agreed to all terms and conditions in this Agreement and any other agreement presented to you as part of the Account opening process or in connection with managing your Account, (iii) you have truthfully and fully completed all the items in opening an Account and using our Services, (iv) you are opening an Account for investment purposes and not to disable or disrupt our operations or to engage in any abusive, improper, or illegal activity and you agree not to take or engage in any such actions, (v) no one has any interest in the Account unless such interest is shown in the title of the Account; (vi) you have not been placed on the U.S. Department of Commerce's Denied Persons List, (vii) you are not identified as a "Specially Designated National" by the United States government, (viii) you will not access the Account if you have previously been

prohibited from doing so by law or if any laws prohibit you from doing so and (ix) you are not insolvent.

10. When you open an Account with us, you further agree that we reserve the right to restrict your Account or to terminate your Account, at our sole discretion at any time.
11. You do not intend for Accounts to be available to persons or entities in countries or jurisdictions that require you to obtain a registration or license (other than the United States and states or other jurisdictions that are part of the United States). If you are in such a country or jurisdiction, you are not authorized to and agree that you will not establish an Account. You may establish and utilize an Account only for lawful purposes and in accordance with this Agreement.
12. You acknowledge that the Service is subject to U.S. export restrictions and that you are not (i) located in any country that is subject to a U.S. Government embargo or has been designated by the U.S. Government as a "terrorist supporting country" or (ii) listed on any U.S. Government list of prohibited or restricted persons.
13. You agree to comply with all applicable international and national laws that apply to your Account, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
14. You will at all times comply with U.S. securities laws and regulations, as well as any applicable state and federal laws, including, but not limited to, U.S. efforts to fight the funding of terrorism and money laundering, and USA PATRIOT Act and Bank Secrecy Act requirements.
15. You further understand that any fines and or penalties imposed on tZERO Markets as a result of a violation by you of any applicable securities regulation or law may, at tZERO Markets' sole discretion, be passed onto you; and you acknowledge and represent that you will be responsible for payment to tZERO Markets of such fines.
16. With respect to each Regulation CF offering, you represent and warrant that the you have reviewed the education materials on Exhibit D and understand that the entire amount of your investment may be lost, and you are in financial condition to bear the loss of your investment.

Self-Directed Investments

17. You understand and acknowledge that you are solely responsible for any and all self-directed investing made on the Issuance Platform. Self-directed investing is based solely on your own investment decisions, and you are responsible for determining whether a security transaction or strategy is suitable for you. In such a case, you are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content.
18. You agree not to hold any tZERO Party or any third-party provider liable for any possible claim for damages arising from any decision you make based on the

Content or other information made available to you through the Service or any third-party provider websites.

19. You acknowledge past performance data should not be construed as indicative of future results.

Self-Directed Account; No Investment Recommendations; No Legal, Tax, or Accounting Advice

20. You understand and acknowledge that tZERO Markets provides self-directed investors with brokerage services and that neither tZERO Markets, nor the tZERO Parties, will provide any investment recommendations in connection with your Account, nor does tZERO Markets give advice or offer any opinion with respect to the suitability, profitability or appropriateness for you of any security, Account type, investment, financial product or investment strategy. You understand and acknowledge that your Account is self-directed, you are solely responsible for any and all investment placed through your Account, based solely on your own investment decisions, and you are responsible for determining whether a security transaction or strategy is suitable for you. All transactions will be done only on your order or the order of your authorized delegate, except as otherwise provided in this Agreement. You are solely responsible for evaluating the merits and risks associated with the use of any Content provided through the Service before making any decisions based on such Content. You agree not to hold tZERO Markets or any third-party provider liable for any possible claim for damages arising from any decision you make based on the Content or other information made available to you through the service or any third-party provider websites. Past performance data should not be construed as indicative of future results. You further acknowledge and agree that neither tZERO Markets nor any of its Affiliates, employees, agents or representatives (1) solicit orders or (2) make discretionary trades. To the extent offering materials, Content or similar information is available through the Platform, you understand that those materials are intended for informational and educational purposes only and they do not constitute a recommendation to enter into any securities transactions or to engage in any investment strategy. You further acknowledge that tZERO Markets will not provide you with any investment, legal, tax, or accounting advice, that its employees are not authorized to give any such advice, and that you will not solicit or rely upon any such advice from tZERO Markets or its employees whether in connection with transactions in or for any of your Accounts or otherwise. **We strongly recommend you seek independent financial, tax, accounting and/or legal advice before investing and before each investment, as you deem appropriate. We do not provide you financial, tax, accounting and/or legal advice.**
21. You further understand that certain securities may grant you valuable rights that may expire unless you take specific action. These securities include equities, investment contracts, bonds, convertible securities, warrants, stock rights and securities subject to exchange offers or tenders. You are responsible for knowing all expiration dates, redemption dates and the circumstances under which rights associated with your securities may be called, canceled or modified.

22. Neither the tZERO Parties nor third-party providers shall be obligated to update Content or opinions regarding any company or any security.
23. You understand that you are solely responsible for knowing the rights and terms for all securities purchased through your Account.

Current and Accurate Account Information

24. The information you have provided to tZERO Markets is current, accurate, truthful, and complete. You agree to notify tZERO Markets of any change to the information provided to tZERO Markets promptly.
25. You acknowledge that the rules of the SEC require that certain communications be sent to you rather than to an agent acting on your behalf. You warrant that the address specified by you is an address where you personally receive communications unless it is the address of a qualified custodian as defined by the SEC. If tZERO Markets becomes aware of a change of your postal address through notification from the Postal Service or otherwise, tZERO Markets may update its records accordingly; however, tZERO Markets has no obligation to you to update your mailing address unless you have personally notified tZERO Markets of the address change.
26. You further represent and warrant that you and any other individuals who sign on behalf of the named Account owner have the authority to open the Account and effect all transactions and other investments for the Account. If you are entering into this Annex on behalf of another person or Entity or as a guardian, executor or trustee, you further represent that you have the authority to execute the Agreement on behalf of the other person or Entity and that the other person or entity is duly authorized to conduct business in the jurisdiction from which it transacts business.
27. You understand that, pursuant to FINRA regulations, tZERO Markets is authorized to contact the Trusted Contact Person (as defined by FINRA Rule 4512) for Specified Adults designated for your Account and to disclose information about your Account to address possible financial exploitation, to confirm the specifics of your current contact information, health status or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by Rule 2165.
28. You understand that communications may be sent to you at your current address, which is on file at tZERO Markets, or at such other address as you may hereafter give tZERO Markets in writing, and all communications, so sent, whether by mail, email, messenger, or otherwise, shall be deemed given to you personally, whether actually received or not.

Account Types

29. tZERO Markets offers many different account types, including individual and joint accounts, individual corporate, LLC, trust and partnership accounts. Account types

may be subject to certain restrictions and eligibility requirements, and certain services are not available to all customers and account types. You are responsible for selecting the account type that is appropriate for your needs. Regardless of the governing law provisions of this Agreement concerning the contractual obligations of the parties under the Account, the legal ownership of your Account shall be governed by and interpreted under the internal laws of your state of residence.

Joint Accounts

30. If your Account is maintained in the name of two or more persons, each Account owner agrees to be individually and jointly liable for all obligations under this Agreement. Each authorized user will have equal authority, acting individually and without notice to any other account owner(s), to give instructions to invest in security offerings, and to communicate with tZERO Markets staff with regard to the Account as fully and completely as if each account owner alone were interested in the Account. You authorize us to follow the instructions of any Account owner and to deliver funds, securities, or other assets in accordance with any authorized user's instructions, even if such deliveries and/or payments shall be made to any account owner personally, and not for the joint account. We are not responsible for determining the purpose or propriety of any instruction we receive from any account owner or authorized user or for the disposition of payments or deliveries among joint account owners. Any notice we send to one account owner will be deemed to be notice to all account owners. At any time, we may, at our sole discretion, require joint or collective action by all account owners.
31. You authorize us, at our sole discretion, to do any one or more of the following: (i) select which instructions to follow; (ii) suspend all activity in the joint account, except upon further written instructions signed by all of you or upon instructions of a court; (iii) close the joint account and send any and all assets by ordinary mail or other means to the address of record; or (iv) file an interpleader action, in which event we shall be entitled to recover all costs including reasonable attorneys' fees in an amount set by the court. Filing an interpleader action, however, will not serve as a waiver of our right to arbitration.
32. If upon the death of one or more of the account owners, we cannot determine to our satisfaction the proper distribution of property from a joint account, we may, at our sole discretion, freeze the Account indefinitely pending a satisfactory resolution or final decision of an arbitrator or court having jurisdiction over the matter. Laws governing joint ownership of property vary from state to state. You are responsible for verifying that the joint registration you select is valid in your state. Generally, however, for joint tenants with rights of survivorship, in the event of the death of any of the tenants, the entire interest in the joint account shall be vested in the surviving joint tenant(s) on the same terms and conditions. For tenants in common, the interest in each tenancy shall be equal unless specified otherwise and in the event of

the death of any of the tenants in common, the interest in their share of the tenancy shall vest in the decedent's legal representative. State laws regulating community property vary. If you designate your Account as a community property account, we will treat all property in the Account and any proceeds in the Account as community property. You should consult your personal legal advisor regarding the community property laws of your state of residence.

Trusts

33. If this Agreement is entered into by you as Trustee, you represent that investments for the Account are within the scope of the investments authorized by such Trustee's power to delegate under the governing instruments and/or laws, and that you are duly authorized to enter into this Annex. You also agree to advise us of any event which might affect your power or authority as Trustee or the property subject to this Annex.

Account Login; Your Devices

34. During the Account creation process, you will be asked to provide your email address, which you will use as your username for your Account. You will also be required to create a password, which, together with your username and any personal identification numbers or biometric or other unique login information, will be referred to as your "**Login Information.**" You agree that the following rules govern the security of your Login Information:
 - a. subject to the terms of this Annex, you will not share your Account or your Login Information, nor let anyone else access your Account; other than those individuals authorized to access and transact business on behalf of the Account;
 - b. you will not commit any acts or omissions that might jeopardize the security of your Account;
 - c. you shall immediately notify tZERO Markets and modify your Login Information if you become aware of or reasonably suspect (i) any loss, theft or unauthorized use of your Login Information or Account, (ii) any failure by you to receive any communication from tZERO Markets indicating that an order was received, executed or canceled, as applicable, (iii) any failure by you to receive an accurate written confirmation of an order, execution or cancellation, (iv) any receipt by you of confirmation of an investment or other action that you did not place, (v) any inaccurate information in or relating to Account history or (vi) any other unauthorized use or access of your Account or any other breach of security, including any loss, theft, or unauthorized disclosure of your Login Information (collectively, "**Fraudulent Events**");

- d. you are solely responsible for maintaining the confidentiality of your Login Information, and you will be responsible for all uses of your Login Information and Account, including purchases, whether or not authorized by you; and
 - e. you are responsible for any activities associated with your Account and agree that all acts and omissions associated with your Account will be treated as if they are your own acts and omissions.
35. The use and storage of any information, including your Account numbers, Login Information, portfolio information, transaction activity, Account balances and any other information or orders available on your wireless, web-enabled cellular telephone, tablet or similar wireless communications device or your personal computer (collectively, "**Your Devices**") is at your own risk and is your sole responsibility. You represent that you are solely responsible for and have authorized any orders or instructions appearing in, originating from Your Devices or associated with your Account, your Account number or Login Information.
36. You agree to notify tZERO Markets immediately after you reasonably suspect or discover any Fraudulent Event, but in no event more than 24 hours following such discovery or reasonable suspicion. Upon request by tZERO Markets, you agree to report any Fraudulent Event promptly to legal authorities and to provide tZERO Markets a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and tZERO Markets in any investigation of any Fraudulent Event and to complete any required affidavits, declarations, forms or other documentation promptly, accurately and thoroughly.
37. You also agree to allow tZERO Markets access to Your Devices and your network in connection with tZERO Markets' investigation of any Fraudulent Event. You understand that if you fail to do any of these things, you may encounter delays in regaining access to your Account.

Account Preferences

38. You understand and agree that your Account comes with many default service instruction features and preferences. Please contact PrimaryIssuanceSupport@tZero.com if you have any questions regarding your Account preferences.

Accuracy of Confirmations

39. Transactions entered into for your Account shall be confirmed in writing to you when required by applicable law or regulation. You agree that transactions on your statements and confirmations shall conclusively be deemed accurate, binding and authorized by you unless you notify tZERO Markets in writing within three (3) days of receipt for confirmations and ten (10) days of receipt for statements. Even if you have orally advised tZERO Markets of any inaccuracy or unauthorized activity, you must

send written notice by an email to PrimaryIssuanceSupport@tZero.com of the believed inaccuracy to tZERO Market. Failure to so notify tZERO Markets in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized. **tZERO Markets does not take any part in the preparation of confirmations or statements (if any) delivered to you by a custodian or transfer agent.**

Fees

40. You are aware that this account is subject to the **tZERO Markets Issuance Fee Schedule attached as Exhibit C**. Fees may change without notice and any changes will be reflected in the tZERO Markets Fee Schedule. You agree to pay our fees and to pay any amount owed on your Account.

Credit Reports

41. You authorize tZERO Markets to make inquiries to consumer or credit reporting agencies, financial institutions, employers or any other source tZERO Markets believes necessary to verify your identity (as required under federal law). You also acknowledge and agree that tZERO Markets may provide information as to your performance under this Agreement to those agencies. You understand that, upon your written request, tZERO Markets will tell you whether tZERO Markets has requested a credit report and provide you with the name and address of the agency that furnished it.

Termination and Suspension

42. You may terminate this Annex at any time by delivering written notice of termination to tZERO Markets, and tZERO Markets may terminate this Annex at any time by delivering written notice of termination to you.
43. You understand that any violation of U.S. securities regulations or other applicable laws will constitute a breach of this Agreement and may result in the immediate termination of this Annex by tZERO Markets.
44. Following any termination, suspension or deactivation of your Account or this Annex, you will continue to be bound by the terms and conditions of this Annex that by their nature survive termination.
45. If tZERO Markets terminates or deactivates this Annex or suspends your access to your Account, you may not attempt to access or use or create any new Account, whether by agreeing to this Agreement again or otherwise, unless or until tZERO Markets has provided you with separate written permission to do so. Any attempt you may make to agree to this Agreement following termination, or during any suspension, is hereby rejected by tZERO Markets.

Survival

46. You agree that the applicable provisions in this Agreement, including this Section, will survive any disabling of your Account.

Miscellaneous

47. If any provision of this Annex is deemed invalid, illegal or unenforceable by a court of competent jurisdiction or arbitrator, the invalidity, illegality or unenforceability of such provision shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect. You and tZERO Markets intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, you and tZERO Markets agree that if any provision is deemed unenforceable, it will be modified where possible to the extent necessary to make it enforceable, which may include its deletion. A waiver will only be binding on tZERO Markets if it is in a written document signed by tZERO Markets. No waiver of any provision of this Agreement shall be deemed a further or continuing waiver of such provision or a waiver of any other provision, and tZERO Markets' failure to assert any right under this Agreement or to enforce any provision of this Agreement shall not be deemed a waiver of such right or provision.
48. You may not assign this Annex or assign, transfer or sublicense your rights to access or use an Account without tZERO Markets' written consent, and any attempt by you to do so is void.
49. This Annex will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators and permitted assigns.
50. This Agreement contains the final and entire agreement of you and tZERO Markets and supersedes all previous and contemporaneous verbal or written negotiations, understandings or agreements regarding the subject matter hereof.
51. Both you and tZERO Markets warrant to each other that, in entering into this Agreement, neither tZERO Markets nor you have relied on or will have any right or remedy based upon any statement, representation, warranty or assurance other than those expressly stated in this Agreement. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. You may not enter into any contract on tZERO Markets' behalf or bind tZERO Markets in any way.
52. All references to "Section" correspond to the respective section in this Annex, and any reference to a Section includes all sub-clauses therein. The terms "herein," "hereunder" and "hereof" and similar expressions refer to this Annex. All references to "day(s)," "month(s)," "quarter(s)" or "year(s)" means calendar day(s), calendar month(s), calendar quarter(s) or calendar year(s) unless otherwise noted. The term "including" means including and without limitation. The term "or" is not exclusive and

is deemed to have the meaning “and/or.” Any references in this Agreement to “dollars” or “\$” is to U.S. dollars. All definitions in this Agreement apply to both their singular and plural forms, as the context may require.

53. The heading of each provision hereof is for descriptive purposes only and shall not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.
54. You acknowledge that this Agreement cannot be modified by conduct and no failure on the part of tZERO Markets at any time to enforce its rights hereunder to the greatest extent permitted shall in any way be deemed to waive, modify, or relax all of the rights granted tZERO Markets herein.
55. This Annex shall cover individually and collectively all accounts that you may open or reopen with tZERO Markets, and shall inure to the benefits of its successors and assigns, whether by tZERO Markets’ merger, consolidation, or otherwise, and tZERO Markets may transfer your accounts to its successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns.
56. This Agreement constitutes the full and entire understanding between the parties with respect to the provisions herein, and there are no oral or other agreements in conflict herewith.

Arbitration Agreement

For the purpose of this Section, “**Party**” or “**Parties**” means you and tZERO Markets and the officers, directors, employees or agents of tZERO Markets and its Affiliates, collectively.

By entering into this Annex, the Parties agree as follows:

- The Parties are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which the claim is filed.
- Arbitration awards are generally final and binding; your ability to reverse or modify an arbitration award is very limited.
- Your ability 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 the reason(s) for their award unless, in an eligible case, a joint request for an explained decision has been submitted to the panel by all parties to the arbitration at least 20 days before the first scheduled hearing date.
- The panel of arbitrators may 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.

No Party shall bring a putative or certified class action to arbitration or seek to enforce any arbitration agreement against any Party that has initiated in court a putative class action or against any Party 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 the:

- class certification is denied by the court;
- the class is decertified by the court; or
- the Party 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.

You agree that all controversies or disputes that may arise between you and another Party concerning any transaction or the construction, performance or breach of this Agreement or another agreement between the Parties, whether entered into prior to, on or subsequent to the date of this Annex, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel empaneled by FINRA in accordance with its arbitration procedures.

Any Party may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Annex shall be conducted pursuant to the Federal Arbitration Act and the laws of the State of New York without giving effect to any conflicts of laws principles or other principles that may provide for the application of the law of any other jurisdiction. Any judicial action or proceeding arising under this Agreement or related arbitration will be brought exclusively in courts located in New York, New York, and you hereby irrevocably consent to the personal jurisdiction and venue therein.



**Annex A – Exhibit A
tZERO Markets, LLC
Form CRS & Conversation Starters**

[ATTACHED]



Form CRS Relationship Summary Effective January 19, 2023

tZERO Markets, LLC (“tZERO Markets”, “we,” “our,” or “us”) is a Broker-Dealer registered with the U.S. Securities and Exchange Commission (“SEC”) and a member of the Financial Regulatory Authority (“FINRA”) and the Securities Investor Protection Corporation (“SIPC”). Brokerage and investment advisory services and fees differ; and it is important that you understand these differences. Free and simple tools are available to research firms and financial professionals at Investor.gov/CRS, which also provides educational materials about broker-dealers, investment advisers, and investing.

What investment services and advice can you provide me?

tZERO Markets offers brokerage services to retail customers exclusively online. It has two platforms: a (i) primary issuance platform and (ii) secondary trading platform. The primary issuance platform permits private companies to seek financing through Regulation D, Regulation A or Regulation Crowdfunding offerings. We act as an agent to facilitate those offerings. Certain offerings are limited only to “accredited investors” and may require a certain minimum investment amount. The secondary trading platform allows you to buy and sell securities available for trading on the alternative trading system operated by tZERO ATS, LLC (the “tZERO ATS”). tZERO ATS, LLC clears all securities transactions through a fully-disclosed clearing agreement and carries all of our customers’ securities accounts. We do not solicit or recommend purchases or sales of securities, provide investment advice, monitor your investments, or maintain investment discretion over your investments. We buy and sell securities only at your direction and we do not offer advice, recommendations or strategies involving securities or securities accounts to you. We do not monitor your account or individual investments. We do not make available or offer advice with respect to any products including but not limited to proprietary products, or a limited menu of products or types of investments. Other than our customer due diligence, anti-money laundering and related customer on-boarding procedures, we do not have any requirements for retail investors to open or maintain an account or establish a relationship, such as minimum account size or investment amount.

FOR ADDITIONAL INFORMATION PLEASE SEE THE FIRM’S CUSTOMER AGREEMENT(S) OR CONTACT US AT (855) 421-0638 OR PRIMARYISSUANCESUPPORT@TZERO.COM.

***Conversation starters:** Given my financial situation, should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?* Responses to these questions can be found at: [Conversation Starters](#).

What fees will I pay?

tZERO Markets may charge investors a processing fee of up to 7% of each investment commitment submitted through the primary issuance platform. tZERO may also pass through the fees from certain third-party payment processors integrated into its platform. In addition, the offering documents provided with each issuer’s offering has valuable information about other fees and other important facts. It is highly recommended for you to read the offering documents prior to investing in any issuer’s securities. tZERO Markets does not charge its customers commissions for the secondary trading platform, but does pass through to its customers fees that its affiliate, tZERO ATS, an alternative trading system, charges tZERO Markets. tZERO ATS charges tZERO Markets a fee of (i) 1% for all executions of buy and sell orders of securities priced equal to or greater than \$3.00 a share and (ii) \$0.03 per share for all executions of buy and sell orders of securities priced less than \$3.00 a share, rounded up to the nearest \$0.01. tZERO ATS does not charge tZERO Markets fees for any other types of transactions. You will pay fees and costs whether you make or lose money on your investments. Fees and costs will reduce any amount of money you make on your investments over time. Please make sure you understand what fees and costs you are paying. Other fees for administrative services may apply in certain cases. Fees may change without notice and any changes will be reflected in the tZERO Markets Fee Schedule.

MORE DETAILED INFORMATION ABOUT FEES AND COSTS CAN BE FOUND IN THE FIRM'S FEE SCHEDULEs, AVAILABLE ([Fee Schedule](#)) OR CONTACT US AT (855) 421-0638 OR PrimaryIssuanceSupport@tZero.com.

***Conversation starters:** Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?* Responses to these questions can be found at: [Conversation Starters](#).

What are your legal obligations to me when providing recommendations? How else does your firm make money and what conflicts of interest do you have?

tZERO Markets *does not* provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means. We receive fees from the issuers that sell securities on the Platform. Generally, for each successful raise, we may receive: (1) a consulting fee, (2) a reimbursement to cover our due diligence costs; and (3) a percentage of the funds raised. We therefore have an incentive to promote these offerings to ensure successful fundraising rounds. Additionally, we and our affiliates have an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, “**digital securities**”). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms “digitally enhanced” refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger. The roles played by our affiliates in the growth and widespread adoption of digital securities are as follows:

- tZERO ATS, LLC acts as the escrow agent for most of the offerings on our primary issuance platform. This means the money you purchase securities with on the primary issuance platform will be held by tZERO ATS, LLC until the offering of such securities is closed. tZERO ATS, LLC is appointed as escrow agent by the issuer and does not charge you fees for this service. tZERO ATS, LLC also operates the tZERO ATS. Customers are able to buy and sell digital securities on the tZERO ATS. Due to the terms and nature of the digital securities offered to you on the Platform, the tZERO ATS may be the only trading venue where digitally enhanced securities available on our platform become available for trading (if ever).
- Our parent company, tZERO Group, Inc. is the issuer of, TZROP. TZROP is a digitally enhanced securities that are available for you to trade through our secondary trading platform.
- tZERO Technologies, LLC offers technology services to market participants relating to digital securities.
- tZERO Transfer Services, LLC may serve as the transfer agent or related services to issuers of digital securities.
- VerifyInvestor, Inc. may provide “accredited investor” verification services to issuers of digital securities.

Conversation starters: *How might your conflicts of interest affect me, and how will you address them?* Our response to this question can be found at: [Conversation Starters](#).

How do your financial professionals make money?

tZERO Markets professionals receive fixed salaries and discretionary bonuses that are based on their overall job responsibilities and performance. tZERO Markets professionals are not compensated based on the amount of client assets they service; the time and complexity required to meet a client’s needs; the product sold (i.e., differential compensation); product sales commissions; or revenue the firm earns from the financial professional’s advisory services or recommendations.

Do you or your financial professionals have legal or disciplinary history?

No. Visit <https://www.investor.gov/CRS> to research tZERO Markets and tZERO Markets professionals.

Conversation starters: *As a broker-dealer, do you have any disciplinary history? For what type of conduct?* Our responses to these questions are found on our website at: [Conversation Starters](#).

For more information about our services or financial professionals or to request an up-to-date version of the Form CRS relationship summary and our Written Responses, please call (855) 421-0638, email PrimaryIssuanceSupport@tZero.com or visit <https://www.tzero.com/investors/disclosures/disclosure-library/>.

Conversation starters: *Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?* Our responses to these questions can be found at: [Conversation Starters](#).



Form CRS Customer Relationship Summary
Responses to “Conversation Starters”

Effective January 19th, 2023

Conversation starters: *Given my financial situation, should I choose a brokerage service? Why or why not? How will you choose investments to recommend to me? What is your relevant experience, including your licenses, education and other qualifications? What do these qualifications mean?*

Response: If you make all of your own investment decisions and want to invest in Regulation A, Regulation D and/or Regulation Crowdfunding securities offerings and/or trade the securities available for trading through our platform, then a self-directed brokerage account like ours could be the right fit for you. tZERO Markets, LLC (“tZERO Markets”, “we”, “us”, “our”) **does not** provide recommendations or advice about whether to invest in securities, account type, investment strategies, proprietary products or account monitoring. Other than our customer due diligence, anti-money laundering and related customer on-boarding procedures, we do not have any requirements for retail investors to open or maintain an account or establish a relationship, such as minimum account size or investment amount. We are not subject to a fiduciary duty to you and do not monitor or manage your account, including the monitoring of brokerage account investments, unless we state otherwise in writing.

Since we do not provide recommendations and you must make all of your own investment decisions, the licenses, education and other qualifications of our financial professionals will not be relevant to your investment decisions. **If you choose our services, you must be comfortable with investing your capital on your own.**

tZERO Markets was founded in 2019, with an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, “digital securities”). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms “digitally enhanced” refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger.

Certain securities on tZERO Markets’ platform are issued by companies that not “reporting companies” subject to the reporting requirements of the Securities Exchange Act of 1934 (“private companies” and their securities, “private securities”)

Investing in private securities is not suitable for all investors. An investment in private

securities can be highly speculative and involve a high degree of risk. The market for private securities is less liquid than the market for national market securities or exchange traded securities. **There may be no secondary trading market for the securities you purchase through our primary issuance platform.** You may also have access to limited or no information about private companies and private securities.

Conversation starters: *Help me understand how these fees and costs might affect my investments. If I give you \$10,000 to invest, how much will go to fees and costs, and how much will be invested for me?*

Response: Our platform is self-directed, we will not invest your money for you. If you open a brokerage account with tZERO Markets and want to invest in a securities offering, we may charge you a processing fee of up to 7% of each investment commitment made through the platform. This means if you make an investment commitment of \$1,000 on our platform, we may charge you a \$70 processing fee. Additionally, you should read each offering memorandum to confirm there are no offering specific fees charged by the issuer or the issuer's affiliates and service providers. We may also pass through the fees from certain third-party payment processors integrated into the platform.

If you open a brokerage account for secondary trading through tZERO Markets with \$10,000 and want to invest in securities, you will not pay commissions on your trades; however, there may be trading charges to you for such trades. If you invest \$10,000 in securities priced equal to or greater than \$3.00 a share, all \$10,000 will be invested in the securities you purchase **minus** a 1% fee equal to the total executed amount of your buy or sell order, with the fee rounded up to the nearest \$0.01. If you invest \$10,000 in securities priced less than \$3.00 a share, all \$10,000 will be invested in the securities you purchase **minus** \$0.03 per share. The trading fees we charge you for executions in securities are fees that the alternative trading system operated by tZERO ATS, LLC (the "tZERO ATS"), a broker-dealer registered with the U.S. Securities and Exchange Commission, FINRA and SIPC member and an affiliate of tZERO Markets, charges tZERO Markets and that tZERO Markets passes on to you.

Other Fees

Fees may be charged for other services, such as paper statements, paper confirmations, and overnight mail. Customers are not charged for electronic statements and confirmations.

Conversation starters: *How might your conflicts of interest affect me, and how will you address them?*

Response: tZERO Markets *does not* provide recommendations. The way we make money creates some conflicts with your interests. You should understand and ask us about these conflicts because they can affect the services we provide you. Here are some examples to help you understand what this means. We receive fees from the Issuers that sell securities on the Platform. Generally, for each successful raise, we may receive: (1) a consulting fee, (2) reimbursement to cover our due diligence costs; (3) and a percentage of the funds raised. We therefore have an incentive to promote these offerings to ensure successful fundraising

rounds. Additionally, we and our affiliates have an interest in the growth and widespread adoption of digitally enhanced securities and digital asset securities (collectively, “**digital securities**”). Digitally enhanced securities are conventional, uncertificated securities. Ownership of such securities is reflected on the traditional books and records of regulated market participants. The terms “digitally enhanced” refer to the blockchain technology elements of a security that are intended to enhance the investor experience through added transparency, but have no controlling or legal effect. Digital asset securities are issued and transferred on a blockchain or distributed ledger. The roles played by our affiliates in the growth and widespread adoption of digital securities are as follows:

- tZERO ATS, LLC acts as the escrow agent for most of the offerings on our primary issuance platform. This means the money you purchase securities with on the primary issuance platform will be held by tZERO ATS, LLC until the offering of such securities is closed. tZERO ATS, LLC is appointed as escrow agent by the issuer and does not charge you fees for this service. tZERO ATS, LLC also operates the tZERO ATS. Customers are able to buy and sell digital securities on the tZERO ATS. Due to the terms and nature of the digital securities offered to you on the Platform, the tZERO ATS may be the only trading venue where digitally enhanced securities available on our platform become available for trading (if ever).
- Our parent company, tZERO Group, Inc. is the issuer of, TZROP. TZROP is a digitally enhanced securities that are available for you to trade through our secondary trading platform.
- tZERO Technologies, LLC offers technology services to market participants relating to digital securities.
- tZERO Transfer Services, LLC may serve as the transfer agent or related services to issuers of digital securities.
- VerifyInvestor, Inc. may provide “accredited investor” verification services to issuers of digital securities.

Conversation starters: *As a financial professional, do you have any disciplinary history? For what type of conduct?*

Response: No. Information about tZERO Market’s disciplinary history can be found in tZERO Markets’ BrokerCheck report. tZERO Markets professionals are available only to provide account support through tZERO Market’s online email system. Information about a financial professional’s disciplinary history may be found at Investor.gov/CRS and on FINRA’s BrokerCheck website at <https://brokercheck.finra.org/>.

Conversation starters: *Who is my primary contact person? Is he or she a representative of an investment adviser or a broker-dealer? Who can I talk to if I have concerns about how this person is treating me?*

Response: Because your account is entirely self-directed and our platform is fully- integrated online through our website, you should direct any questions and concerns you may have by emailing PrimaryIssuanceSupport@tZero.com. An appropriate member of the tZERO Markets team will address your question or concern based on how you categorize it when prompted to do so. The appropriate member of the tZERO Markets team, which will be a registered person of tZERO Markets or, to the extent your question or concern is purely technical in nature, a non-registered fingerprinted person of tZERO Markets, will provide you with a response as soon as possible. In the event that you incorrectly categorize a question or concern that you may have, and the tZERO Markets team member that received it is unable to assist you, your concern will be re-routed to the correct group within tZERO Markets.



**Annex A – Exhibit B
tZERO Markets, LLC
Summary of Business Continuity Plan**

tZERO Markets has developed a Business Continuity Plan describing how we will respond to events that significantly disrupt our business. Since the timing and impact of disasters and disruptions is unpredictable, we will have to be flexible in responding to actual events as they occur. With that in mind, we are providing you with this information on our business continuity plan.

Contacting Us

During a significant business disruption, we will communicate with you through our website or via email. If you need to reach us during a significant business disruption, please email us at PrimaryIssuanceSupport@tZero.com

Our Business Continuity Plan

After a significant business disruption, we intend to quickly recover and resume business operations while safeguarding our employees and property, making a financial and operational assessment of the disruption, protecting the firm's books and records and doing all that we can to permit our firm to resume operations as quickly as possible, taking into account the scope and severity of the significant business disruption. Our Business Continuity Plan addresses a number of subjects, including data back-up and recovery, mission critical systems, financial and operational assessments, alternate communications with customers, employees and regulators, alternate physical location of employees, critical supplier, contractor, bank and counterparty impact and regulatory reporting if we are unable to continue our business.

Our Clearing Firm tZERO ATS

tZERO ATS backs up our important records in a geographically distinct location. While every emergency situation poses unique problems based on external factors, such as time of day and the severity of the disruption, tZERO ATS has advised us that its objective is to restore its own operations and be able to complete existing transactions and accept requests for funds and securities as soon as possible. Your orders and requests for funds and securities could be delayed during this period.

Varying Disruptions

Significant business disruptions can vary in their scope, such as only our firm, a single building housing our firm, the business district where our firm is located, the city where we are located, or the whole region. Within each of these areas, the severity of the disruption can also vary from minimal to severe. In a disruption to only our firm or a building housing our firm or prevents us from working from the building housing our firm, we will transfer our operations to an alternative site when needed or employees will telecommute and expect to recover and resume business as soon as possible. In a disruption affecting our business district, city, or region, we will transfer our operations to a site outside of the affected area, and recover and resume business as soon as possible. In either situation, we plan to continue in business and notify you through our web site <https://tzero.com/investors> on how to contact us. If the significant business disruption is so severe that it prevents us from remaining in business, we will arrange for (a) customers of our primary issuance business to have direct access to issuers regarding their current or prospective investments in such issuer's primary securities offering and (b) customers of our secondary trading business to have prompt access to their funds and securities.

Pandemic Preparedness

In the event of a public health crisis that resulted in a high rate of employee absenteeism, tZERO Markets would focus available personnel on critical business functions that directly support client needs. Additionally, we would enact our workforce continuity plan which uses remote work arrangements to limit disclosure.

Back-up Facilities

tZERO Markets maintains its books and records in both hard copy and electronic format. In the event of an internal or external significant business disruption that causes the loss of tZERO Markets' records (whether hard copy or electronic records), back-up records will be recovered from our back-up site.

Third Parties

Some services may be outsourced to third parties (vendors). While third parties are responsible for providing agreed-upon services in an accurate manner, regulators have stated that firms remain responsible for ultimate compliance with rules governing the outsourced activity. A review of critical third parties' business continuity planning is performed prior to contracting as well as on an ongoing basis.

Changes to Our Plan

Our business continuity plan is subject to modification. As our plan changes, updated summaries of the plan will be promptly posted on our web application(s). You may obtain the most up-to-date summary of our business continuity plan by requesting a written copy from us by emailing PrimaryIssuanceSupport@tZero.com.

Additional Information

For more information or if you have questions about our business continuity planning, you can contact us at PrimaryIssuanceSupport@tZero.com.



**Annex A – Exhibit C
tZERO Markets, LLC
Issuance Platform Fee Schedule**

Account Fees:

- Account opening fees \$0
- Account maintenance fees \$0
- Inactive account fees \$0

Processing Fees: Depending on the offering, tZERO may charge a non-refundable processing fee of up to 7% per investment commitment submitted through the Issuance Platform.

Pass-Through Fees: Depending on the offering, tZERO may pass through the fees from certain third-party payment processors integrated into the Issuance Platform.

Statements and Confirmations:

- Electronic Statements & Confirms \$0
- Paper Statements (per statement) \$5 plus mailing costs
- Paper Confirms (per statement) \$5 plus mailing costs



Annex A – Exhibit D
tZERO Markets, LLC
Regulation CF Educational Materials

Introduction

Equity crowdfunding allows the general public to participate in venture capital and private equity investing. Companies can use crowdfunding to offer and sell securities to the investing public, anyone can invest in a crowdfunding securities offering. tZERO Markets, LLC (“tZERO,” “we” and “our”) is providing you these materials, in accordance with applicable law, so you can educate yourself and understand the risks of making crowdfunding investments. We act as an intermediary for companies raising money under Regulation Crowdfunding and offer an on-line investment platform where you can invest in these offerings. Before making any investment on our platform, you should conduct your own thorough investigation of the issuing company. **You need to consider whether investing in a security offered and sold in reliance on Regulation Crowdfunding is appropriate for you.**

We are compensated by the issuer receiving a percentage of offering proceeds raised through our platform. Depending on the offering, we may charge you a non-refundable processing fee of up to 7% per investment commitment submitted through our platform. We may also pass through the fees from certain third-party payment processors integrated into our platform. Please note following the completion of an offering conducted through our platform, there may or may not be an ongoing relationship between the issuer and intermediary.

Process for the offer, purchase and issuance of securities through our Platform

To invest in securities offered under Regulation CF, choose the project/issuer desired to invest in and simply tap on the “Invest” button. If you are not a tZERO Markets customer you will be prompted to go through our on-boarding process and set up an account. To read more about our on-boarding process see our FAQs here. Upon confirming your investment, your investment amount will be funded and held in escrow or an escrow-like account at a third-party agent, which may be our affiliate, tZERO ATS, LLC, , acting as escrow agent exclusively for the issuer.

Investors are allowed to cancel their investment at any time up to 48 hours before a closing. In the event the target offering amount is reached prior to the offering deadline, all investors that have confirmed their investment will be notified five business days prior to the new closing date, which is meant to give investors adequate time to cancel their investment.

Lastly, in the case that the issuing company has a material change in their offering (e.g., terms are updated, company operations have materially changed), all investors will receive a notice of that material change and are required to confirm their investment. In the case that the investor does not confirm their investment within five business days, their investment will be automatically canceled, and the funds committed and placed in escrow will be returned to the investor.

The Types of Securities Offered and Sold

The most common forms of securities an issuer can offer are equity or debt.

The securities we may offer include the following:

- Common Stock: Conveys a portion of the ownership interest in the company to the holder of the security. Stockholders are usually entitled to receive dividends when and if declared, vote on corporate matters, and receive information about the company, including financial statements. This is the riskiest type of equity security since common stock is last in line to be paid if a company fails. You should read our discussion of the risks of early-stage investing here, and pay special attention to the fact that your investment will only make money if the company's business succeeds. Common Stock is a long-term investment.
- Preferred Stock: Stock that has priority over common stock as to dividend payments and/or the distribution of the assets of the company. Preferred stock can have the characteristics of either common stock or debt securities. While preferred stock gets paid ahead of common stock, it will still only be repaid on liquidation if there is money left over after the company's debts are paid. In certain circumstances (such as an initial public offering or a corporate takeover) the preferred stock might be convertible into common stock (the riskiest class of equity). You should review the terms of the preferred stock to know when that might happen.
- Debt: Securities in which the seller must repay the investor's original investment amount at maturity plus interest. Debt securities are essentially loans to the company and the major risk they bear is that the company does not repay them, in which case they are likely to become worthless.
- Convertible Note: This form of investment is popular with technology startups because it allows investors to initially lend money to the company and later receive shares if new professional investors decide to invest. The sort of convertible note that is most often offered on tZERO Markets may limit the circumstances in which any part of the loan is repaid, and the note may only convert when specified events (such as a preferred stock offering of a specific amount) happens in the future. You will not know how much your investment is "worth" until that time, which may never happen. You should treat this sort of convertible note as having the same risks as common stock.

- SAFE: A Simple Agreement for Future Equity (SAFE) is a convertible security that provides investors with the right to purchase shares at a future price when the company raises more money in a future priced securities offering.

Restrictions on Resale

The securities offered on tZERO Markets are only suitable for potential investors who are familiar with and willing to accept the high risks associated with high-risk and illiquid private investments. Securities sold through tZERO Markets are restricted and not publicly traded and, therefore, cannot be sold unless registered with the SEC or an exemption from registration is available.

You are generally restricted from reselling your shares for a one year period after they were issued, unless the shares are transferred:

- to the company that issued the securities;
- to an accredited investor;
- to a family member (defined as a child, stepchild, grandchild, parent, stepparent, grandparent, spouse or spousal equivalent, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships.);
- in connection with your death or divorce or similar circumstance;
- to a trust controlled by you or a trust created for the benefit of a family member;
- as part of an offering registered with SEC

Submission and Posting of Form C

Prior to launching a Regulation Crowdfunding Offering, an issuer is required to complete and submit a Form C to the SEC together with the required attachments. Companies that file a Form C are required to disclose certain information to the public which can be used to understand an investment and helps determine whether a particular investment is appropriate for a specific person.

This includes general information about the issuer, its officers and directors, a description of the business, the planned use for the money raised from the offering, often called the use of proceeds, the target offering amount, the deadline for the offering, related-party transactions, risks specific to the Issuer or its business, and financial information about the issuer.

Annual Filing Obligation of Issuers

Each issuer that successfully completes a Regulation Crowdfunding securities offering is required to annually file with the SEC a Form C-AR and financial statements. This must be done no later than 120 days after the end of the issuer's fiscal year covered by such filing. Each issuer must also post its Form C-AR and financial statements to its own website, and that link must be provided along with the date by which such report will be available on the Issuer's website.

The Form C-AR contains updated disclosure substantially similar to that provided in the Issuer's initial Form C, including information on the Issuer's size, location, principals and employees, business, plan of operations and the risks of investment in the Issuer's securities; however, offering-specific disclosure is not required to be disclosed in the Form C-AR.

You should be aware that an issuer may no longer be required to continue its annual reporting obligations under any of the following circumstances:

- The issuer is required to file reports under Section 13(a) or Section 15(d) of the Exchange Act;
- The issuer has filed at least one annual report pursuant to Regulation Crowdfunding and has fewer than 300 holders of record and has total assets that do not exceed \$10,000,000;
- The issuer has filed at least three annual reports pursuant to Regulation Crowdfunding;
- The issuer or another party repurchases all of the securities issued in reliance on Section 4(a) (6) of the Securities Act, including any payment in full of debt securities or any complete redemption of redeemable securities; or
- The issuer liquidates or dissolves its business in accordance with state law.

In the event that an Issuer ceases to make annual filings, investors may no longer have current financial information about the issuer available to them.

Required Financial Disclosures

The required type of financial disclosure depends on how much an issuer has already raised, and how much they intend to raise next.

- \$124,000 or less: If the current offer plus previous raises amounts to \$124,000 or less, the Issuer provides information from its tax returns (but not the tax returns themselves) certified by the principal executive officer. If financial statements are available they must be provided, too, and again certified by the principal executive officer.
- \$124,000.01 to \$618,000: If the current offering plus previous raises is between \$100,000 and \$618,000, financial statements are required and must be reviewed by a CPA. If audited financial statements are available, they must be provided.
- \$618,000.01 to \$1.235 million: If current offer plus previous raises amounts to \$618,000.01 or more, the required financial statements must be audited by a CPA. However, if the issuer has not previously sold securities under Regulation Crowdfunding, the financial statements will only be required to be reviewed by a CPA.

Note: An audit provides a level of scrutiny by the CPA that is higher than a review.

The required information is filed with the SEC and posted at the start of the offering on our platform and available to the public throughout the offering on the tZERO Markets

and SEC sites. It is available to the general public on both websites throughout the offering period – which must be a minimum of 21 days.

Investment Limitations

Because of the risks involved with this type of investing, you are limited in how much you can invest during any 12-month period in these transactions. The limitation on how much you can invest depends on your net worth and annual income. If either your annual income or your net worth is less than \$124,000, then during any 12-month period, you can invest up to the greater of either \$2,500 or 5% of the lesser of your annual income or net worth.

If both your annual income and your net worth are equal to or more than \$124,000, then during any 12-month period, you can invest up to 10% of annual income or net worth, whichever is less, but not to exceed \$124,000 or all crowdfunding offerings in any 12 month period.

Calculating net worth involves adding up all your assets and subtracting all your liabilities. The resulting sum is your net worth. For purposes of crowdfunding, the value of your primary residence is not included in your net worth calculation.

The SEC's Investor Bulletin Crowdfunding for Investors contains detailed and useful information about how to perform these calculations and examples [here](#).

Cancellations

As an investor, you will have up to 48 hours prior to a rolling close, or 48 hours prior to the offering deadline to change your mind and cancel your investment commitment for any reason.

The issuer may cancel the investment commitment under the following circumstances:

- For any offering that has not yet been completed or terminated, an issuer can file on Form C/A an amendment to its offering statement to disclose changes, additions or updates to information. An amendment is required for changes, additions or updates that are material, and in those required instances the issuer must reconfirm outstanding investment commitments within 5 business days, or the investor's commitment will be considered canceled. If we are required to cancel the investment commitment, it must then send a notice of the cancellation to the investor and direct a refusal of the investor's funds.
- Offering fails to reach the target by the specified deadline. If an issuer does not raise the target funds by the deadline it established, we have five days to provide investors with notice of the cancellation of the investment commitment, direct the refund of investor funds, and prevent investors from committing any additional funds to the offering.

Changing Your Mind

If you do not cancel an investment commitment at least 48 hours prior to the offering deadline or a rolling close, the funds will be released to the issuer by the escrow agent. Following the close on funds, you will then receive securities in exchange for your investment.

If you do cancel an investment commitment before the 48 hour deadline, tZERO Markets will direct the return of any funds that have been committed by you in the offering.

However, once the offering period is within 48 hours of ending, you will not be able to cancel for any reason, even if you make your commitment during this period.

Material Changes

If the issuer makes a material change to the offering terms or other information disclosed to you, including a change to the offering deadline, you will be given five business days to reconfirm your investment commitment. If you don't reconfirm, your investment will be canceled and your escrowed funds will be returned to you.

Risks associated Regulation Crowdfunding Offerings & Securities Issued

Securities, as well as any particular investment, may not be suitable or appropriate for everyone. Investors should note that investing in securities could involve substantial risks, including no guarantee of returns, costs associated with selling and purchasing, and no assurance of liquidity which could impact their price and investor's ability to sell, and possible loss of principal invested. Further, an investment in a single security could mean lack of diversification and, consequently, higher risk. Past performance of a security does not guarantee future results or returns. You should not invest any funds in which you require the ability to withdraw, cash-out, or liquidate within a certain period of time. Market volatility and volume may delay systems access and trade execution. There is always the potential of losing money when you invest in securities. Please carefully review the general risk associated with our Platform under the heading "Account Risk Disclosure" in our customer agreement.

EACH INVESTOR IS STRONGLY ADVISED TO CONSULT LEGAL, TAX, INVESTMENT, ACCOUNTING AND/OR OTHER PROFESSIONALS BEFORE INVESTING, AND TO CAREFULLY REVIEW ALL THE SPECIFIC RISK DISCLOSURES PROVIDED AS PART OF ANY OFFERING MATERIALS, AND TO ASK QUESTIONS PRIOR TO MAKING AN INVESTMENT.

Specifically related to securities sold in reliance on Regulation Crowdfunding you should consider the following risks:

- There are restrictions on your ability to cancel an investment commitment and obtain a return of the money you invested.
- It may be difficult to resell securities acquired in an offering under Regulation Crowdfunding, because they will be restricted securities. This means you may

not be able to easily resell them on any established marketplace after you purchase them. If you should not invest in securities issued under Regulation Crowdfunding if you are not able to maintain a long-term position in those securities.

- Investment in small, especially start-up and early stage, companies is speculative and involves a high degree of risk. You should not invest unless you are able to bear the loss of the entire investment.
- Unlike listed companies that are valued publicly through market-driven stock prices, the valuation of startups can be difficult to determine and is often subjective. You may risk overpaying for the equity stake you receive.
- There may be additional classes of equity or derivatives with rights that are superior to the class of equity being sold through crowdfunding. Additionally, investments are subject to dilution, which is when early investors see a reduction in ownership percentage as new stock is issued.
- An early-stage company may be able to provide only limited information about their business plan and operations because they do not have fully developed operations or a long history to provide more disclosure.
- Publicly listed companies generally are required to disclose information about their performance at least on a quarterly and annual basis and on a more frequent basis about material events that affect the issuing company. In contrast, crowdfunding companies are only required to disclose their results of operations and financial statements annually. Therefore, you may have only limited continuing disclosure about your crowdfunding investment.
- Investment opportunities, the adequacy of the disclosures, or the fairness of the terms of any such investment opportunity have not been reviewed or approved by a state or federal agency.
- The issuing company may not have an internal control infrastructure and there cannot be any assurance of no significant deficiencies or material weaknesses in the quality of the Issuer's financial and disclosure controls and procedures. Indeed, if it were necessary to implement such financial and disclosure controls and procedures, the cost to the Issuer might even have a material adverse effect on the issuer's operations.
- A portion of your investment may fund the compensation of the issuing company's employees, including its founders and management. Due to inexperience, management may not be able to execute on its business plan. Additionally, unless the issuing company has agreed to a specific use of the proceeds from the offering, its management will usually have considerable discretion over how to use the capital raised. You may not have any assurance the Issuer will use the proceeds appropriately. You should pay close attention to what the Issuer says about how offering proceeds are to be used.
- Because the issuing company's founders, directors and executive officers may be among its largest stockholders, they may be able to exert significant control or influence over the Issuer's business and affairs and may even have actual or potential interests that diverge from those of other Investors. This may worsen as time goes on if the holdings of the issuing company's directors and executive officers increase upon vesting or other maturation of exercise rights under

options or warrants they may hold, or in the future be granted. In addition to holding or controlling board seats and offices, these persons may well have significant influence over and control of corporate actions requiring shareholder approval, separate from how the Issuer's other stockholders, including investors, may vote in a given offering.

- The issuing company may have serious risks specific to its industry or its business model. Demand for a product or service may be seasonal or be impacted by the overall economy. Small businesses, in particular, often depend heavily upon a single customer, supplier, or upon one or a small number of employee(s). It may have difficulty competing against larger companies who can negotiate for better prices from suppliers, produce goods and services on a large scale more economically, or take advantage of bigger marketing budgets.
- In light of the relative ease with which early-stage companies can raise funds through crowdfunding, it may be the case that certain opportunities turn out to be money-losing fraudulent schemes. As with other investments, there is no guarantee that crowdfunding investments will be immune from fraud. Even with tZERO Markets' diligence of companies and their executive teams, there is a risk of fraudulent activity.
- Many successful companies partially attribute their early success to the guidance of professional early-stage investors (e.g., angel investors and venture capital firms). These investors often negotiate for seats on the Issuer's board of directors and play an important role through their resources, contacts and experience in assisting early-stage companies in executing on their business plans. An early-stage company primarily financed through crowdfunding may not have the benefit of such professional investors.
- The issuer may not provide you with annual audited financial statements or quarterly unaudited financial statements, except as required by a particular registration exemption. The Issuer may not even have its financial statements audited, or even reviewed by outside auditors. Your decision to make an investment in the Issuer will be based upon the information the Issuer provides in its offering materials, which may not completely or even accurately represent the financial condition of the issuer.
- As explained above, an investor may not be able to obtain the information it wants regarding a particular Issuer on a timely basis, or at all. It is possible that the investor may not be aware of material adverse changes that have occurred to the issuer. An Investor may not be able to get accurate information about an Issuer's current value at any given time.
- Federal securities law requires securities sold in the United States to be registered with the U.S. Securities and Exchange Commission ("SEC"), unless the sale qualifies for an exemption. The securities offered on tZERO Markets have not been registered under the Securities Act, and are offered in reliance on an exemption to registration under the Securities Act. Securities sold on tZERO Markets are likely restricted and not publicly traded and are therefore illiquid. No assurance can be given that any investment opportunity will continue to qualify under one or more of such registration exemptions under the Securities Act due to, among other things, the adequacy of disclosure and the manner of

distribution, the existence of similar offerings in the past or in the future, or a change of any securities law or regulation that has retroactive effect.

Additional Resources

tZERO Markets is required by the SEC to post educational materials on our site. While those educational materials are a great start to educating yourself and understanding the risks of making crowdfunding investments, it is really only the beginning of your journey. Be sure to investigate the issuing company and to participate in our online forum where you can interact with other investors, weigh in on the pros and cons of an opportunity, and ask the issuing company questions.

If you or someone you know wants information about raising capital for a company, feel free to continue exploring our FAQ or reach out to a tZERO Markets team member at PrimaryIssuanceSupport@tZero.com.

To learn more about crowdfunding, see the adopting release and complete text of Regulation Crowdfunding, [here](#).

To read the May 10, 2017 SEC Investor Bulletin Crowdfunding for Investors, [Click Here](#).

For additional investor educational information, see the SEC's website for individual investors by clicking [here](#).



Annex B

Privacy Policy & Related Notices

This Privacy Policy was last revised and updated on March 22, 2023.

Thank you for your interest in tZERO. tZERO is committed to protecting the privacy of our users, and we strive to provide a safe and secure user experience.

This tZERO Privacy Policy (“Privacy Policy”) describes how we collect, share, and use personal information we collect in connection with your use of the websites, services, applications, platforms, mobile applications, and social media pages owned or operated by tZERO Technologies, LLC (“tZERO Tech”) and certain of its affiliates (collectively, “tZERO,” “we,” “us,” or “our”), and offline when you contact us electronically, by mail or through our customer service center (together, our “Services”). This Privacy Policy also explains your privacy rights.

This Privacy Policy includes the following Sections. You can jump to particular topics by clicking the headings below:

- [Additional Privacy Notices](#)
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Additional Privacy Notices

Certain additional tZERO privacy-related notices that may apply are posted herein. If and where required by law, you may also receive an additional privacy notice in connection with your use of a particular product or relationship with a specific business.

What Information We Collect and Why

When we use the term “personal Information” in this Privacy Policy, we are referring to information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. We collect the following types of information when you use our Services or interact with us. When you use certain tZERO products and services, we collect additional specific information related to your use of those products and services. We have noted below when that happens.

<u>Context</u>	<u>Types of Data</u>	<u>Primary Purpose for Collection and Use of Data</u>
Account, Customer, and Contact Information	<p>We collect your (and in some cases our customers' employees') name and contact information, such as email address, mailing and physical address, phone or mobile number, zip code, date of birth, information about your spouse, location data, photographs, videos, comments, passport or driver's license numbers, national/tax identification numbers, number and country of issuance of other government-issued documents, and other identification verification when you create an account. We also collect information relating to the actions that you perform while logged into your account.</p> <p>We also collect your crypto virtual currency digital wallet addresses, and photographs or images of you.</p>	<p>We use this information to provide account related functionalities to our users, including creating, maintaining, and securing your account, verifying your identity, communicating with you, for billing purposes, and to provide Services to you. In some circumstances, we also collect this information to comply with applicable law, including "know your customer" laws.</p> <p>We also use this information for easy checkout and to save your preferences and transaction history.</p>
Commercial Information	<p>We collect details of queries, complaints, feedback or issues related to our Services; and credit card information, banking information and other payment processing information.</p> <p>We also collect information about your trading experience, transaction history, details of investing, and your access to the Services, such as your log in activity.</p> <p>We also collect your payment history, transaction or loss history, purchase history, banking information, transactions through the Services, and other payment processing information.</p>	<p>We collect this information in order to provide you Services, to respond to your queries, complaints, or feedback. In some circumstances, we also collect this information to comply with laws, including "know your customer" laws.</p> <p>We also use this information to confirm your status as an accredited investor, qualified purchaser, qualified client, and to understand other suitability requirements. We also use this information to improve our risk mitigation systems to make sure that we meet your needs by ensuring the Services we provide are suitable for your circumstances.</p> <p>We also use this information to place your transactions and the actions taken on the Services and for regulatory compliance purposes.</p>
Operational Information	<p>We use cookies and clear GIFs. "Cookies" are small pieces of information that a</p>	<p>We use this information to make sure our websites operate efficiently and to improve your</p>

<u>Context</u>	<u>Types of Data</u>	<u>Primary Purpose for Collection and Use of Data</u>
		also use this information to determine your eligibility to use certain Services or enter into certain transactions.
Email Interconnectivity	If you receive email from us, we use certain tools to capture data related to when you open our message, click on any links or banners it contains and make purchases.	We use this information to understand how you interact with our communications to you.
Employment	If you apply for a job posting, or become an employee, we collect information necessary to process your application or to retain you as an employee. This may include, among other things, your Social Security Number. Providing this information is required for employment.	We use information about applicants to evaluate you for possible employment. We use information about current employees to facilitate the employee relationship. In some contexts, we are also required by law to collect information about our employees and applicants.
Feedback/Support	If you provide us feedback or contact us for support we will collect your contact information such as name and e-mail address, as well as any other content that you send to us.	We use this information to communicate with you and to improve our Services.
Investment Information	We collect information about investment trusts and/or entities for which you are the contact, including information about your spouse if your spouse is the accountholder.	We collect this information to maintain contact information related to your investment trusts or entities. In some circumstances, we also require this information in order to provide you our Services.
Investor Information	We collect investor information, which may include income, net worth, entity name, pay slips, bank statements, tax forms, letters from a registered broker-dealer, SEC registered investment attorney, certified public accountant, incumbency certificate, officer's certificate, and any other information you provide or documents you upload to your account for verification.	We collect information about the investors that utilize for certain Services. In some circumstances, we also use this information to provide certain Services for you and in order to comply with law.
Mailing List	When you sign up for one of our mailing lists we collect your email address or postal address.	We share information about our Services with individuals who agree to receive such information.
	We collect your name, billing address, shipping address, e-mail address, phone number,	We use your information to

<u>Context</u>	<u>Types of Data</u>	<u>Primary Purpose for Collection and Use of Data</u>	
Web Logs	We collect information, including your browser type, operating system, Internet Protocol (IP) address (a number that is automatically assigned to a computer when the Internet is used), domain name, click-activity, referring website, and/or a date/time stamp for visitors.	We use this information to monitor our networks and the visitors to our websites.	In addition to the uses described in the table above, in many situations our purposes for collecting personal
Website Interactions	We use technology to monitor how you interact with our websites. This may include which links you click on, or information about your device or browser.	We use this information to understand how you interact with our websites to better improve them, to understand your preferences and interests in order to select offerings that you might find most useful, and to detect and prevent fraud.	
Mobile Device	We collect information from your mobile device such as unique identifying information broadcast from your device when visiting our Services.	We use this information to better understand how visitors interact with our Services on mobile devices.	
Sweepstakes or Contests	When you participate in a sweepstakes or contest we collect information about you which includes contact information and any other information required by applicable law.	We use this information to enter you into and facilitate the sweepstakes or contest, and to comply with applicable law	

information may overlap. For example, if you use our Services, we may collect your personal information to perform our Services, and may also collect and maintain your personal information for record keeping and regulatory reporting purposes.

How We Collect Information

We Collect Information Using Cookies and Other Technologies

In addition to collecting data directly from you, we use cookies, tracking pixels/web beacons and or other technologies to receive and store certain types of information, including your Direct Identifiers and Internet Activity Information. **Cookies** are pieces of information that can be placed on your computer, tablet, or device for the purpose of facilitating and enhancing your communication and interaction with our Service.

We use cookies and these other technologies to collect information as follows:

- **Category 1: Strictly necessary.** These cookies and other technologies are strictly necessary to enable you to use our Service, for example providing you the Services you have requested.
- **Category 2: User choices.** These cookies and other technologies allow us to remember the choices you have made, for example your user name, language used, or country. They may be used for user preferences purposes.
- **Category 3: Third-Party Analytics.** These cookies and other technologies are placed by our third-party partners for web analytics purposes. Examples of these cookies and other technologies include Google Analytics and Adobe Analytics. You can opt out of Google Analytics by following the instructions provided at <https://tools.google.com/dlpage/gaoptout>.

Although you are not required to provide your location information to us to use our Services, certain portions of our Services require your address to function. If you request that we confirm your location or IP address, we may use your geolocation information, which may include your precise geolocation, to do so. Our Services may also tell us the region of the world in which you are located when you use the Services, even if you do not provide us with your precise geolocation. If you have questions about location and notification privacy, please contact your mobile service provider or the manufacturer of your device to learn how to adjust your settings.

How We Protect the Information We Collect

No method of transmission over the Internet, or method of electronic processing or storage, is fully secure. While we maintain reasonable security measures to protect the confidentiality and security of information we hold, we cannot guarantee the security of your information. In the event that we are required by law to inform you of a breach of your information, we may notify you electronically, in writing, or by telephone, if permitted to do so by law.

How We Share the Information We Collect

Our Affiliates and Associates

We may share your information with our corporate affiliates and associates (e.g., parent company, sister companies, associated trust entities, subsidiaries, joint ventures, or other companies under common control). We have a legitimate business interest to share data with our group as it allows us to better understand the performance of our Services and how to offer and improve our product offerings across the group (for example, to provide you with Services, for marketing purposes, for internal reporting and where those companies provide services to us). It also assists us with finding operational efficiencies (such as financial efficiencies through sharing IT infrastructure), making use of group level software solutions and improving our technological offerings which form an integral part of our Service.

We want you to get the most out of your relationship with our group, our affiliates, associated third parties and us. One of the ways we might help you do this is by using the contact details you've supplied us to send you marketing information about products or services we think you'll find interesting. For example, we may send an e-newsletter to keep you updated on what new products and services are available to you. We will only send this to you where we have a lawful basis to do so and you will be able to amend your preferences, details of which will be explained to you in relevant communication.

Service Providers

We share your information with service providers that provide services to us. Among other things, these service providers help us with the administration, operation, and marketing of the Services and our product offerings across our group. This includes hosting, communications, printing, marketing, data enhancement, technical support, payment or transaction processing, and fulfillment of services. Our service providers may only process your personal information for the purposes of providing services to us.

Other Third Parties

Subject to any limitations or restrictions under applicable law, described herein, or in any other tZERO privacy notice, we share your information with nonaffiliated third parties, for example, for them to develop their own products or market to you, where we and they have established requisite legal permission(s) to do so if required by law. Such use is not governed by this Privacy Policy. We may also share your information with other third parties with your permission or as permitted or required by law.

Additionally, if you choose to utilize service of third-parties integrated in the Services, we will share information you provide in order to allow them to provide such services to you.

Legal Requirements

We may disclose information when we believe disclosure is appropriate to comply with the law to enforce

With Your Consent

We may ask if you consent to share your information with other unaffiliated third parties who are not described elsewhere in this Privacy Policy, and may share your information with your consent.

Business Transfers

If another entity acquires, or plans to acquire, our company, business, or our assets, we will also share information with that company, including during the negotiation and diligence stages of the contemplated transaction. We also may retain a copy of that information.

How Long We Retain Your Information

We will retain your information for as long as necessary for the purposes described in this Privacy Policy and in accordance with the following principles:

- For the duration required pursuant to a legal obligation (for example, to comply with applicable anti-money laundering laws);
- For the period required by applicable law and regulations, for the activities relating to the service; or
- For the duration of legal proceedings and the related limitation periods, for processing activities necessary to protect against legal liability and enforce our rights.

Transfer of Personal Information Outside of the United States

Our Services are hosted and operated from the United States. If you are using our Services from outside of the United States, your personal information may be transferred from your country of residence to the United States and in any country in which we engage service providers. Where such transfers of your personal information are made, they will be made in accordance with applicable law.

What Choices and Rights You Have Regarding Your Information

We offer you the rights and choices described in this section. Note that if your information was collected by another party under their privacy policy, and we are simply a data processor or service provider to that party with respect to our collection and use that information, we may refer you to that party in order to exercise the choices regarding your personal information.

Rectify Your Information

In many cases, you may update and correct your information directly in the Services. Note that we may keep historical information in our backup files as permitted by law. If our Services do not permit you to update or correct certain information, contact us at the address described below to ask us to rectify information that is inaccurate or incomplete.

Revocation of Consent

If you revoke your consent for the processing of your information, then we may no longer be able to provide you with access to certain functionality and features of the Services that require that information to operate. In some cases, we may limit or deny your request to revoke consent if the law permits or requires us to do so, or if we are unable to adequately verify your identity. You may revoke consent to processing of your personal information (where such processing is based upon consent) by contacting us using the contact information provided at the end of this Policy.

Opting Out of E-mail, Telephone and Text Message Marketing

You may unsubscribe from marketing and promotional e-mails by following the unsubscribe instructions in e-mails. Note that even if you decide not to receive marketing or promotional emails, we may still send you transactional communications related to your use of our Services.

Our website is hosted in the United States. If you use this website from the United Kingdom, European Union or other regions of the world with laws governing data collection and use that may differ from United States law, then please note that by sending an email or other communication containing personal information or by providing personal information through our website, you are voluntarily transferring your personal information outside of those regions to the United States.

Residents of the European Economic Area, Switzerland or the United Kingdom

Residents of the EEA, Switzerland, and the United Kingdom have additional privacy rights. Information on these rights is provided in our supplemental European Economic Area, Switzerland and United Kingdom Resident Privacy Notice.

California Residents

Residents of California have additional privacy rights. Information on these rights is provided in our supplemental California Resident Privacy Notice.

Product-specific Details

Please find additional information and disclosures about our collection and use of your personal information when you use the tZERO Services referenced below. The information and disclosures below apply to use and users of the Services identified below, but not to public general use of the website(s) associated with such Services. In the event of any conflict between the information and disclosures noted below and the rest of this Policy, the information and disclosures below will supersede.

Financial Services

We take financial crime seriously. If we, or a fraud prevention agency, believe that someone poses a financial crime risk then we may refuse to provide the Services that the person has asked for. We can also stop providing Services the person already has with us. A record of any fraud risk will be kept by the fraud prevention agencies and this could mean that other providers refuse to offer services, finances or employment. Fraud prevention agencies can hold onto someone's personal data for different periods, depending on the situation. If someone is considered a fraud risk, his or her data will be held for at least six years.

Certain tZERO affiliates are ("tZERO Broker-Dealers") are broker/dealers registered with the Securities and Exchange Commission ("SEC") and are members of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC").

tZERO Broker-Dealers collect personal information about you that is either required or necessary to provide you with financial products or services. tZERO Broker-Dealers may obtain nonpublic personal or business information about you from the following sources.

- Information voluntarily provided by you on applications and other forms, including your tax ID number, and specific information about your business;
- Information about the transactions you execute through tZERO Broker-Dealers;
- Information we receive from reporting agencies or affiliates; and
- Information related to your browsing or use of this website, including through the use of cookies.

tZERO Broker-Dealers may disclose the beneficial ownership of securities information to the issuers of the securities. tZERO Broker-Dealers do not disclose any nonpublic personal or business information about its clients, except as permitted by law.

tZERO Broker-Dealers must obtain your consent before it can share nonpublic customer information with, or obtain certain information from its affiliates. Unless and until you notify a tZERO Broker-Dealer in writing to the contrary, you shall be deemed to have consented to the disclosure of nonpublic information between the tZERO Broker-Dealer and its affiliates, to the extent permitted by law. For instructions on how to opt-out, click see our privacy notices below

From time to time, we may send non-commercial electronic email messages with important information about us or our Services to your email address. Please note that any opt-out of marketing or promotional communications will not apply to other communications that will be provided to you or any entity or trust that you are the contact point for in relation to your transactions with us, in agreement with us, or where required by law.

Third Party Websites and Services

Our Services contain links to other websites and services not maintained by us or our affiliates or associates. In addition, other websites and services may also reference or link to our Services. Use of such third-party websites is subject to the terms of use and privacy policies of those third parties. We do not control the privacy policies or practices of these third-party websites. We encourage you to be aware when you enter or leave our Services, or surf the Internet, and to read the privacy statements of each website and service that you visit. We do not endorse, screen, or approve, and are not responsible for the privacy practices or the content of, other websites or services.

Compliance with State and Federal Laws

Certain regulations issued by state and/or federal government agencies may require us to maintain and report demographic information on the collective activities of our membership, users, or customers. We may also be required to maintain certain of your information to comply with applicable federal and state laws regarding recordkeeping, reporting and audits.

Do Not Track

We do not currently recognize automated browser signals regarding tracking mechanisms, which may include Do Not Track instructions.

Children

Our Services are not directed at children under 18, and we do not knowingly collect personal information or other information from children under 18. If you are the parent of a child under the age of 13 and you believe he or she has shared information with us, please contact us at legal@tzero.com so we can remove the information from our systems.

Privacy Policy Revisions

We may change our Privacy Policy and practices over time. To the extent that our Privacy Policy changes in a material way, the Privacy Policy that was in place at the time that you submitted personal information to us will generally govern that information unless we receive your consent to the new Privacy Policy. We will note the effective date of the latest version at the beginning of the Privacy Policy.

How To Contact Us

If, at any time, you have questions or concerns about this Privacy Policy, please contact us through our contact page or at:

tZERO Group, Inc.
299 Main Street, Suite 2270,

Salt Lake City, UT 84111
legal@tzero.com
(855) 334-8608

FACTS

WHAT DOES TZERO MARKETS, LLC ("tZERO") DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Identification data collected from passport or driver's license and contact information

How?

All financial companies need to share **customers'** personal information to run their everyday business. In the section below, we list the reasons financial companies can share their **customers'** personal information; the reasons tZERO chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does tZERO share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call (855) 334-8608—our menu will prompt you through your choice(s)
- Email us at legal@tzero.com
- Mail the **form** below

Please note:

If you are a *new* customer, we can begin sharing your information **30** days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions?

Call (855) 3348608

Mail-in Form

Leave Blank OR

If you have a joint account, your choice(s)

Mark any/all you want to limit:

- Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- Do not allow your affiliates to use my personal information to market to me.

Who we are	
Who is providing this notice?	tZERO Markets LLC.
What we do	
How does tZERO protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does tZERO collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Open an account or provide account information • During transactions, including deposits and withdrawals • When you interact with us <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes—information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account—unless you tell us otherwise.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial or nonfinancial companies. Our affiliates include tZERO Group, Inc., and its subsidiaries, including companies and associated trust entities that use the tZERO name. Additional affiliates include VerifyInvestor, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Nonaffiliates we share with can include financial services companies such as credit unions, and nonfinancial companies such as providers of data hosting, maintenance, analytics and security services as well as marketing services.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>tZERO Markets does not have any joint marketing partners.</p>

Other important information

For CA residents: We will not share personal information we collect about you with nonaffiliated third parties, except as permitted by law, including, for example, with your consent or to service your account. You may limit our sharing of such information with affiliates by contacting us as set forth above. To exercise these rights, or to see a more comprehensive list of instances where your personal information may be shared without your authorization, please contact us at the email or postal address listed in this notice.

For VT residents: We will not share personal information we collect about you with nonaffiliated third parties or affiliates, except as permitted by law, including, for example, with your consent or to service your account.

Supplemental Privacy Notice: European Economic Area (EEA), United Kingdom (UK) and Switzerland

This European Economic Area (EEA), United Kingdom (UK) and Switzerland Resident Privacy Notice supplements the information contained in our Privacy Policy and applies to residents of the European Economic Area (EEA), the United Kingdom (UK) and Switzerland. It contains additional information required by the EU General Data Protection Regulation and the UK and Swiss equivalents. These provisions, which should be read together with the statements in the tZERO Privacy Policy, explain our practices with regard to data privacy in the EEA, UK and Switzerland.

Name of data controller and contact details	<p>tZERO Technologies, LLC and its affiliates</p> <p>299 Main Street, Suite 2270, Salt Lake City, UT 84111 legal@tzero.com Phone: (855) 334-8608</p>
Purposes of the processing	<p>The purposes of the processing are described in the section of the main Privacy Policy entitled What Information We Collect and Why.</p>
Lawful basis for the processing	<p>Generally, we process personal data on the basis that the processing is necessary for purposes of our legitimate interest in conducting our business in a manner typical in the US financial services, brokerage services, crypto currency trading, and investor verification industries (as applicable), having taken into account any risks to your fundamental rights and freedoms (including your right to privacy).</p> <p>We also may process personal data on other bases permitted by the EU General Data Protection Regulation (“GDPR”), the UK Data Protection Act 2018 and other applicable laws, such as to fulfill a contract with you, or when the processing is necessary for us to comply with our legal obligations.</p>
The legitimate interests of the controller or third party, where applicable	<p>Our specific legitimate interests, such as responding to your requests, comments and questions, providing you with support and improving the website, providing you with the Services, completing your transactions, are described in the section of the main Privacy Policy entitled What Information We Collect and Why.</p>

<p>The categories of personal data concerned</p>	<p>The categories of personal data that we process are described in the section of the main Privacy Policy entitled What Information We Collect and Why.</p>
<p>The recipients or categories of recipients of the personal data</p>	<p>The potential recipients of the personal data that we collect via the Services are described in the section of the main Privacy Policy entitled How We Share the Information We Collect.</p>
<p>Information regarding the transfers of personal data outside of the European Economic Area (EEA), Switzerland and the United Kingdom (UK)</p>	<p>tZERO Technologies, LLC and its affiliates are headquartered in the USA and the Services are hosted in the USA. The laws of the USA have not been deemed by the European Commission, the United Kingdom or Switzerland to provide an adequate level of protection to personal data.</p> <p>When you provide your personal data to us via the Services or contact us by email, you are providing your personal data directly to the USA.</p> <p>Before you provide your personal data to us via the Services, we request your explicit consent to the transfer of your personal data to the USA.</p> <p>When you email us, the fact that you have chosen to email us knowing that we are located in the USA will be understood to constitute your explicit consent to the transfer of the personal data in your email (including your email address) to the USA.</p> <p>Regardless of the differences in US and European privacy laws, we safeguard your personal data as described in our main Privacy Policy and this section. If we transfer your personal data to a third party, we require the third party to commit contractually to process your personal data only in ways that are consistent with our main Privacy Policy and this section.</p>
<p>The period for which the personal data will be stored, or the criteria for determining the retention period</p>	<p>How long we retain personal data varies according to the type of data in question, the purpose for which it is used, and applicable data retention and record-keeping requirements. We delete personal data within a reasonable period after we no longer need to use it for the purpose for which it was collected or for any subsequent purpose that is compatible with the original purpose. This does not affect</p>

	<p>your right to request that we delete your personal data before the end of its retention period. We may archive personal data (which means storing it in inactive files) for a certain period prior to its final deletion, as part of our ordinary business continuity procedures.</p>
<p>Your rights to access, correct, restrict or delete your personal data and object to processing</p>	<p>You have the right to request access to your personal data, to have your personal data corrected, restricted or deleted, the right to data portability, and to object to our processing of your personal data. Your rights may be subject to various limitations under the GDPR. If you wish to exercise any of these rights, or if you have any concerns about our processing of your personal data, please contact us in any of the ways listed in the section entitled How to Contact Us.</p>
<p>The right to lodge a complaint with a supervisory authority</p>	<p>You have the right to file a complaint concerning our processing of your personal data with your national (or in some countries, regional) data protection authority. The EU Commission has a list here: https://ec.europa.eu/justice/article-29/structure/data-protection-authorities/index_en.htm</p> <p>See www.ico.org.uk for information about contacting the UK Information Commissioner's Office.</p> <p>See www.edoeb.admin.ch/edoeb/en/home.html for information about contacting the Swiss Federal Data Protection and Information Commissioner.</p>
<p>Statutory or contractual requirement or other obligation to provide any personal data</p>	<p>General users of the Services are under no statutory or contractual requirement or other obligation to provide personal data to us via the Services, however, depending on the specific Services that you use, applicable law may require us to collect certain personal data from you in order to use the Services.</p>

Controlling Cookies

If you are visiting our website from the EEA, UK, or Switzerland, then we do not set non-essential cookies unless you accept all cookies on the “cookie banner” via our cookie management tool that launches when you land on our website.

You can learn about how you can adjust your browser's settings to limit or disable non-essential cookies and other tracking technologies by visiting the section above. Strictly necessary cookies cannot be disabled.