



**tZERO Securities, LLC
Customer and Subscriber Agreement**

This tZERO Securities, LLC Customer and Subscriber Agreement was last updated on July 7, 2025.

This Customer and Subscriber Agreement 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 “**tZERO Securities Agreement**”) is made and entered into between tZERO Securities, LLC (“**tZERO Securities**”, “**us**”, “**our**”, or “**we**”), and you or, if you are accessing the Platform for brokerage Services on behalf of another Entity, that Entity (in either case, “**you**” or “**your**”). Capitalized terms used and not otherwise defined in this tZERO Securities Agreement have the meaning assigned to such terms in the Terms (as defined below).

The tZERO Master Terms of Use (“**Terms**”), available [here](#), together with this tZERO Securities Agreement form your agreement with tZERO Securities (the “**Agreement**”) regarding your access to and use of the Platform for brokerage provided by tZERO Securities (the “**tZERO Securities Platform**”) and the establishment of a securities account with us and any other brokerage account you open with us in the future (an “**Account**”). If for any reason you have not entered into the Terms at the time you enter into this tZERO Securities Agreement, then by entering into this tZERO Securities Agreement, you agree to enter into and be bound by the Terms. In the event of a conflict between the Terms and this tZERO Securities Agreement or overlapping subject matter with the Terms, the terms of this tZERO Securities Agreement will control as to the Services provided to you by tZERO Securities and the Terms will control in all other respects.

Each Account you open is a cash account unless otherwise agreed by tZERO Securities. By entering into this Agreement, you understand and agree that you will be a Subscriber to the alternative trading system operated by us (the “**ATS**”). The term Subscriber has the meaning set forth in Rule 300(b) of Regulation ATS under the Exchange Act. Each reference to a customer in this agreement includes references to that customer as a subscriber as well.

By agreeing to this tZERO Securities Agreement via “click through” or by accessing or using the tZERO Securities Platform or any Services or Content provided by tZERO Securities or made available through the tZERO Securities Platform, you agree to enter into and be bound by this tZERO Securities Agreement. If you are entering into this tZERO Securities Agreement on behalf of an Entity, by agreeing to this tZERO Securities Agreement via “click through” or by accessing or using the tZERO Securities Platform or any Services or Content provided or made available through the tZERO Securities 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 be bound by this tZERO Securities Agreement, do not agree to these terms via “click through” and do not access or use any part of the tZERO Securities Platform or any Services or Content.

THIS tZERO SECURITIES AGREEMENT 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 tZERO Securities Agreement 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 tZERO Securities Agreement prior to using the tZERO Securities Platform.

Our Services

Primary Offerings of Securities

From time to time, we may be engaged by companies seeking financing through a securities offering. We act as an agent to facilitate those offerings, either as broker-of-record, intermediary or placement agent. Certain offerings are limited only to “accredited investors” and may require a certain minimum investment amount. 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 accept investment commitments on behalf of our issuer clients only at your direction and we do not offer advice, recommendations or strategies involving securities or securities accounts to you.

We facilitate 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 or Rule 506(b) of Regulation D (which permits a limited amount of non-accredited investors).
- **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 tZERO Securities 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 tZERO Securities Platform. You acknowledge and agree that all information you provide for the verification is complete and accurate.

By opening an Account and using the tZERO Securities 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 tZERO Securities 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 tZERO Securities Platform for purposes of subscribing to a Regulation Crowdfunding securities offerings as a non-accredited investor, you represent and warrant that the aggregate amount of securities sold to you in reliance on section 4(a)(6) of the Securities Act during the 12-month period preceding the date of your investment, taking together

with the amount of your current investment, will not exceed: (i) the greater of \$2,500 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 Securities with notice in writing.

Secondary Trading of Securities

tZERO Securities customers may buy and sell digitally enhanced securities and/or digital asset securities (collectively, **"Digital Securities"**) and such other securities as tZERO Securities may from time to time approve for customer trading, consistent with its legal and regulatory obligations. The Digital Securities available on the tZERO Securities Platform are traded on the ATS. Due to the terms and nature of the Digital Securities offered to you on the tZERO Securities Platform, the ATS may be, and may continue to be, the only trading venue where certain Digital Securities available on the tZERO Securities Platform are available for trading and consequently we will send your orders for execution to the ATS. However, should any Digital Security offered to you through the tZERO Securities Platform become or be available for trading on a different trading venue, tZERO Securities will use reasonable diligence to ascertain the best execution venue for such Digital Security consistent with its obligations under applicable rules and regulations. **ALL TRADING IS SELF-DIRECTED.**

There are three custodial models relevant to the Digital Securities traded on the ATS:

- **"Clearing Firm Custody Model"** – tZERO Securities custodies certain digitally enhanced securities that trade on the ATS. This means that tZERO Securities establishes an account in your name in which it custodies your digitally enhanced securities and holds your cash. Further, tZERO Securities will clear and settle your transactions in the securities it custodies for your Account and will electronically deliver or make available confirmations, statements and all written or other notices with respect to your Account directly to you. tZERO Securities will look directly to you for delivery of cash for securities transactions effected for your Account. **No digital asset securities will be custodied by tZERO Securities on your behalf.**
- **"Customer Self-Custody Model"** – You may custody certain Digital Securities that trade on ATS with a third-party custodian with which tZERO Securities has established connectivity (a **"Custodian"**). You **must** custody digital asset securities directly with a Custodian. When you open an Account with tZERO Securities, we will ask you if you have opened an account with a Custodian or if you would like to access a Custodian's Third-Party Content, which may be available through framed areas or through hyperlinks to the Custodian's websites, so you may open up an account with a Custodian. If a Digital Security is custodied by you and on deposit with a Custodian, each time you submit an order to the ATS to buy or sell a security, you must also submit conditional settlement instructions to your Custodian. These conditional settlement instructions will notify your Custodian that you have submitted an order to buy or sell a security in your Custodian account and instruct them to settle the trade upon the receipt of an execution report from the ATS. Upon receipt of an execution report, your Custodian will clear and

settle your transactions in securities directly custodied by you. tZERO Securities will be responsible for submitting your orders and sending you a trade confirmation upon execution of trade. **tZERO Securities and its affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades executed on tZERO Securities involving Digital Securities custodied by you with a Custodian.** Your relationship with your Custodian is independent of your relationship with tZERO Securities and will be separately governed by any agreement you may have with your Custodian.

- **“TDAS Custody Model”** – You may custody Digital Securities that are digital asset securities with tZERO’s affiliate, tZERO Digital Asset Securities, LLC (“**TDAS**”), a special purpose broker-dealer within the meaning of the *SEC Policy Statement: Custody of Digital Asset Securities by Special Purpose Broker-Dealers*, dated April 27. The TDAS custody account will be governed by a separate agreement between you and TDAS. Similar to the Customer Self-Custody Model, if a Digital Security that is a digital asset security is custodied by you and on deposit with TDAS, each time you submit an order to the ATS to buy or sell a digital asset security, you must also submit conditional settlement instructions to TDAS. These conditional settlement instructions will notify TDAS that you have submitted an order to buy or sell a digital asset security in your TDAS custody account and instruct TDAS to settle the trade upon the receipt of an execution report from the ATS. Upon receipt of an execution report, TDAS will clear and settle your transactions in digital asset securities in your TDAS custody account. tZERO Securities will be responsible for submitting your orders and sending you a trade confirmation upon execution of trade. **tZERO Securities does not guarantee or otherwise have responsibility for clearing and settling the trades executed on tZERO Securities involving digital asset securities custodied by you with TDAS.** Your relationship with TDAS is independent of your relationship with tZERO Securities and will be separately governed by the TDAS customer agreement.

We also operate an institutional platform called Lynq. If you are a Lynq user please see Exhibit G for the Supplemental Customer Agreement for Lynq Users.

This Agreement pertains to all Accounts that wish to conduct securities transactions. All information must be completed in order for your account application to be processed. Please read it carefully, as you will select products and services, tell us how you want to communicate with us, and agree to certain provisions that will govern our relationship in relation to this Agreement. When we accept it, this Agreement and all accompanying or supplemental agreements and documents referenced herein form the entire Agreement between us for this account. Unless otherwise indicated in this Agreement, the words “you”, “your,” “yourself,” and “yours” shall mean the person, corporation, partnership, trustee, limited liability company, or other entity that is the owner specified on the Account and in whose name the Account is opened. The singular of the “you”, “your,” “yourself,” and “yours” shall include the plural and may also refer to any such person, corporation, partnership, trustee, custodian, or other entity that owns a legal or beneficial interest in the Account and each authorized user for an Account. For purposes of this Agreement, “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. The words “we,” “us,” and “our” mean tZERO Securities, LLC, 30 Montgomery Street, Suite 330, Jersey City, NJ 07302. **You must be at least 18 years old to open an account.**

Customer Identification Program Notice

In order to help the government fight the funding of terrorism and money laundering activities, you understand that tZERO Securities 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 Securities. You can learn more about these requirements here: https://www.sec.gov/fast-answers/answers_bd-persinfohtm.html. When you open an Account, tZERO Securities 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 Securities to verify your identity, creditworthiness and other information and to provide information about you and your Account to consumer or credit reporting agencies, collection agencies and other third parties providing customer verification services. You also authorize tZERO Securities to obtain copies of your consumer and credit reports at tZERO Securities' discretion and at any time. tZERO Securities may deny your application to open an Account or refuse to provide you with an Account in tZERO Securities' sole discretion for any reason. You also acknowledge and agree that tZERO Securities may provide information as to your performance under this Agreement to those agencies. You understand that, upon your written request, tZERO Securities 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 Securities at 30 Montgomery Street, Suite 330, Jersey City, NJ 07302, Attention: Compliance or via email at support@tzero.com.

FINRA Public Disclosure Program

As a member of FINRA, tZERO Securities 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 Securities' Form CRS and related conversation starters attached hereto as Exhibit A.**

Other Important Information

Securities Investor Protection Corporation

Member of SIPC, which protects securities customers of its members up to \$500,000 (including \$250,000 for claims for cash). Explanatory brochure available upon request or at www.sipc.org.

Custodian Asset Protection (Customer Self-Custody Model and TDAS Custody Model)

Securities custodied by you with a Custodian are subject to the asset protection regimes applicable to such Custodian. 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.

With respect to TDAS, Digital asset securities may not be “securities” as defined under the Securities Investor Protection Act (SIPA)—and in particular, digital asset securities that are “investment contracts” under the Howey test but are not registered with the SEC are excluded from SIPA’s definition of “securities”—and thus the protections afforded to securities customers under SIPA may not apply.

How to Contact tZERO Securities

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: support@tzzero.com; in writing to: tZERO Securities, Attn: Compliance, 30 Montgomery Street, Suite 330, Jersey City, NJ 07302.

You understand and acknowledge that when you request assistance from tZERO Securities or its employees in using our Services, it will be limited to an explanation of the Service's functionality and assistance using the Service and that such assistance does not constitute investment advice, an opinion with respect to the suitability of any transaction or solicitation of any orders.

You understand and agree that tZERO Securities may record and monitor any telephone or electronic communications with you. Unless otherwise agreed in writing in advance, tZERO Securities 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 Securities and tZERO Securities does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved.

Let tZERO Securities 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: support@tzzero.com and in the body of such request, you must state: your previous information and your new information.

tZERO Statement of Financial Condition

Pursuant to the Securities Exchange Act of 1934, tZERO Securities LLC must provide individual investors with certain financial information. This information may be viewed in Exhibit F and by downloading as a PDF.

Business Continuity Plan

tZERO Securities 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 Securities be impacted by an SBD, we aim to minimize business interruption as quickly and efficiently as possible. tZERO Securities has implemented recovery plans that address each of its SBDs. To receive more information about tZERO Securities’ Business Continuity Plans, please see **tZERO Securities’ Business Continuity Disclosure in 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 or trading 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 Securities does not give any financial, legal, tax, investment, or other advice. Certain transactions or investments give rise to substantial risks and are not suitable for all investors. Prior to the execution of any transaction or making any investment, 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 tZERO Securities 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 tZERO Securities Platform 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. 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 Securities 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 Securities is not authorized to provide such information or services.

Digital Securities include types of financial instruments that meet the definition of "security" under US federal securities laws. With respect to secondary trading, you may trade two types of Digital Securities through your Account: (1) digitally enhanced securities or (2) digital asset 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 identity 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 identity 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).

You agree that we may provide certain information relating to your security holdings to issuers or their transfer agent in connection with an issuer's maintenance of the "courtesy carbon copy" described above.

Digitally enhanced securities may be custodied by tZERO Securities (i.e. the Clearing Firm Custody Model) or by you with a third-party Custodian (i.e. the Customer-Self Custody Model). **tZERO Securities and its affiliates do not guarantee or otherwise have responsibility for settling the trades in the self-custody model.**

Digital Asset Securities

A digital asset security is a security that is issued and/or transferred using distributed ledger or blockchain technology. As described in greater detail below, you may enter orders through tZERO Securities to buy or sell digital asset securities on the ATS. The ATS is responsible solely for executing trades in digital asset securities and providing an execution report to your third-party Custodian under the Customer Self-Custody model or to TDAS if you maintain a digital asset custody account at TDAS.

Digitally asset securities shall only be custodied by you with a third-party Custodian (i.e. the Customer Self-Custody Model) or with TDAS. **tZERO Securities and its Affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades in the self-custody model. TDAS is responsible for clearing and settling digital asset securities trades under the TDAS Custody Model; neither tZERO Securities nor its affiliates, other than TDAS, is responsible for clearing and settling the trades in the self-custody model.** The risks associated with each digital asset security that you custody 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 un-wind or reverse any transaction in digital asset securities.
- You or your Custodian could be victimized by fraud or theft, you or your Custodian 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 or you Custodian unable to transfer your digital asset securities.
- The terms of your custody arrangement is governed by your agreement with your Custodian under the Customer Self-Custody Model and by the TDAS customer agreement under the TDAS Custody Model. TDAS is deeming itself to be in possession or control of digital asset securities held for you for the purposes of paragraph (b)(1) of Rule 15c3–3 under the Securities Exchange Act of 1934, known as the “customer protection rule,” based on its compliance with the Statement.
- 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.**
- TDAS is a member of SIPC and subject to SIPA with respect to the custody of digital asset securities. **Digital asset securities may not be “securities” as defined under the Securities Investor Protection Act (SIPA)—and in particular, digital asset securities that are “investment contracts” under the Howey test but are not registered with the SEC are excluded from SIPA’s definition of “securities”—and thus the protections afforded to securities customers under SIPA may not apply.**

tZERO Securities 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 in your Custodian account. You should carefully review the security measures of your Custodian and any third-party provider assisting you with the technical and security management of your digital asset securities.

Digital Security Liquidity

Digital Securities may only be or become available for trading on the ATS, an alternative trading system operated by us, 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 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 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 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 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 the ATS.

Private Securities

The securities ("**Private Securities**" and each a "**Private Security**") offered or available for trading on the tZERO Securities 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 tZERO Securities 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 market for Private Securities is less liquid than the market for national market securities or exchange traded securities. You may also have access to limited or no information about a Private Security and its issuer (see "*Issuer Disclosure Statements*" below). Certain Private Securities may have restrictions on the resale of the securities you purchase and your ability to transfer securities you purchase under applicable law.

You understand that you are solely responsible for knowing the rights and terms for all securities purchased, sold and maintained in your Account including mergers, reorganizations, stock splits, name changes or symbol changes and dividends. You further understand that certain securities may grant you valuable rights that may expire unless you take specific action. These securities may include equities and investment contracts 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.

Primary Offerings of Private Securities

The offering price of Private Securities on the tZERO Securities 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 may be 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 issuer, 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 Securities. 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.

Issuer Disclosure Statements

Following a primary offering, issuers of Private Securities may prepare disclosure statements, which include descriptions of the issuer's business, the terms of the Private Security, financial statements and other information related to the issuer and the Private Security ("**Issuer Disclosure Statements**"). In cases where the issuer of a Private Security provides tZERO Securities with an Issuer Disclosure Statement, tZERO Securities will make such Issuer Disclosure Statement available to its customers on its public webpage or password protected web application. By accessing any Issuer Disclosure Statement, you acknowledge and agree that:

- such Issuer Disclosure Statement is solely the product of the Issuer and not of tZERO Securities;
- such Issuer Disclosure Statement is not personalized or in any way tailored to reflect your personal financial circumstances or investment objectives, and does not constitute a recommendation to purchase, sell or hold any security or an endorsement of such security;
- you will not consider the availability of an Issuer Disclosure Statement as a recommendation to you of any particular security or investment strategy;
- under no circumstances should any information contained in an Issuer Disclosure Statement be construed as an offer to sell or the solicitation of an offer to purchase any security;
- Issuer Disclosure Statements should only be considered current as of their publication date;
- neither tZERO Securities, nor its Affiliates, have undertaken any duty to update any Issuer Disclosure Statement;
- Issuer Disclosure Statements are not intended to provide tax, legal or investment advice;
- you will not hold tZERO Securities or any of its Affiliates liable in any way for (1) any inaccuracies, errors or omissions in an Issuer Disclosure Statement, or (2) any loss or damage arising from or occasioned by (a) any error or delay in the posting of any Issuer Disclosure Statement, (b) any other cause beyond the reasonable control of tZERO Securities or its Affiliates or (c) failure of an Issuer to provide an Issuer Disclosure Statement; and
- tZERO Securities 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 all of the tZERO Securities Platform, including the tZERO Securities Platform, to perform maintenance. While it is our intention that the Platform will be available seven days a week except when maintenance is scheduled, 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 Securities 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 Securities does not have, maintain or represent that there are any authorized locations, offices, or other physical or 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 Securities does not advertise, solicit customers, attempt to induce business, or make any other efforts to attract customers or clients in any jurisdiction where tZERO Securities 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 Securities is not authorized to operate, tZERO Securities may accept your account application provided that the applicant understands and agrees that they were not solicited or otherwise induced by the Firm, 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 brokerage account with tZERO Securities and that tZERO Securities 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 Securities is not responsible for any customer’s compliance with applicable law of its home jurisdiction.

Further you understand and agree that each primary offering on the tZERO Securities 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 orders submitted to tZERO Securities will be made in compliance with applicable law in your home jurisdiction.

Disclosure of a Control Relationship with An Issuer

Under Rule 2262, a member controlled by, controlling, or under common control with, the issuer of any security, shall disclose to a customer the existence of such control. tZERO Securities, LLC is controlled by or under common control with tZERO Group, Inc. (TZROP). In accordance with its terms, TZROP is only traded on the ATS, an alternative trading system operated by us.

Consent to Electronic Communications, Records and Signatures

- You acknowledge and agree that tZERO Securities, will only provide account documentation, including statements, trade confirmations, notices, disclosures, regulatory communications (such as prospectuses, proxy solicitations and privacy notices), 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 Securities, issuers of the securities or other property in which you invest and any other parties (collectively **“Account Documents”**) in electronic form. tZERO Securities will electronically send you notices that transaction confirmations and account statements are available for download from on the tZERO Securities Platform as required by law or regulation. You agree to procure and maintain access to tZERO Securities Platform for delivery of such documents and agree to any terms and conditions governing the use of such website. **tZERO Securities and its affiliates are not responsible for delivering any documentation relevant to the relationship with your Custodian or the custody of Digital Securities or the clearance and settlement of trades.**
- Your consent is voluntary, but we cannot process your application or provide our products and services to you if you do not consent. The decision to do business with us electronically is yours. If you are unwilling to receive these Account Documents, you may withhold this consent by not opening an Account or withdraw your consent by closing your Account at no cost by emailing us at support@tzero.com.
- You acknowledge that tZERO Securities' primary methods of communication with you include (A) posting information on the tZERO Securities Platform, (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 tZERO Securities Platform, where you can read and print such information. Unless otherwise required by law, tZERO Securities reserves the right to post Account Documents on the tZERO Securities Platform without providing notice to you. Further, tZERO Securities reserves the right to send Account Documents to your email address of record or via tZERO Securities Platform . You agree that all Account Documents provided to you by any of the foregoing means is considered delivered to you personally upon being sent or posted by tZERO Securities, 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 through the tZERO Securities Platform immediately after the signing session and you may access them for as long as you have an active Account with tZERO Securities.
- You may request delivery from us of paper copies of Account Documents previously provided by us to you electronically by sending an email to: support@tzero.com and in the body of such request you must state your email address, full name, U.S. postal address and telephone number. We will bill you for any fees at that time, as disclosed in the **tZERO Securities Fee Schedule in Exhibit C** to this tZERO Securities Agreement. Regardless of your consent to electronic delivery, you agree that tZERO Securities 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 Securities 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 Securities to provide you in paper form. tZERO Securities 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 same, tZERO Securities, 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 Securities' 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 Securities 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 Securities are not marked as SPAM. Regardless of whether or not you receive an email notification, you agree to check the tZERO Securities 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 to tZERO Securities, 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 agree to hold the tZERO Securities 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 notify tZERO Securities in writing within five (5) calendar days of delivery if you object to the information provided (or other such time specified herein). If you fail to object in writing within such time, tZERO Securities is entitled to treat such information as accurate and conclusive. You should contact tZERO Securities to report any problems with accessing the Account Documents.
- To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic communication disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to email this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. If more than one individual has electronically acknowledged this tZERO Securities Agreement, their obligations under this tZERO Securities Agreement will be joint and several and identical to the obligations of joint account owners who have acknowledged this tZERO Securities Agreement. Further, by signing this Agreement, you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above.

- To access, view, and retain electronic communications that we make available to you, you must have: (a) an iOS android mobile device which is capable of accessing the internet (your access to this page verifies that your system/device meets these requirements); (b) an Internet web browser which is capable of supporting 128-bit SSL encrypted communications to ensure the information sent between us and you is transmitted and stored safely; (c) sufficient electronic storage capacity or other data storage unit, and the ability to view files; and (c) connection to the internet capable of receiving, accessing, displaying, and either printing or storing communications received from us in electronic form via text or email or by access to our website using a browse.

Hardware and Software Requirements

To access, view, and retain electronic communications from tZERO Securities, you must have access to compatible hardware and software. The Platform is tested and verified for compatibility under the following environments or newer:

Windows-Based Systems

- Operating System: Windows 11 Pro, Version 24H2 (Build 26100.3775) or later
- Processor: Intel Core i7 (11th Gen) or equivalent
- Memory: Minimum 16 GB RAM
- Touchscreen capability (optional)
- Web Browser: Google Chrome, Version 123.0.6312.107 or later
- Internet Connection: Broadband internet capable of secure SSL-encrypted communication

Mac-Based Systems

- Operating System: macOS Sonoma 14.4 or later
- Processor: Apple Silicon (M1/M2 or later)
- Memory: Minimum 16 GB RAM
- Web Browser: Safari, Version 17.4 or later
- Internet Connection: Broadband internet capable of secure SSL-encrypted communication

Additionally, you must have:

- Access to an active email account
- Sufficient electronic storage capacity for retaining documents
- A printer or other capability to save or print documents, if needed

By entering into this Agreement, you confirm that: (a) You can access and read the Consent to Electronic Communication section of this document, (b) You can print on paper the disclosure or save or send the disclosure to a place where you can print it, for future reference and access; and (c) You consent to only receive from tZERO Securities exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me during the course of your relationship with tZERO Securities . If more than one individual has electronically

acknowledged this Agreement, their obligations under this Agreement will be joint and several and identical to the obligations of joint account owners who have acknowledged this Agreement.

Privacy Policy

By entering into this tZERO Securities Agreement, you confirm that you can access and have read the tZERO's Privacy Policy, available [here](#), and the tZERO Securities GLBA Notice available [here](#). 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).

If you invest in a primary securities offering, 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.

If you engage in secondary trading on the tZERO Securities Platform, we may release your Account and securities holding information in a particular security to the issuer of such security and/or the issuer's service providers. The issuer would be permitted to use your name and other information for corporate communications, marketing, preparation of tax reporting forms or for any other purpose. If an issuer of securities listed, or authorized for listing, on a national securities exchange ("listed securities") requests your Account and securities holding information in connection with its distribution of proxy materials to its shareholders, we are required to give them your information, unless you object. If you wish to object to the release of your information to issuers for listed securities, please email us at support@tzero.com. If you do not object, we will provide that information to the issuer. By electronically signing this Agreement, you are permitting us to release your Account and securities holding information in a particular security to the issuer of such security and/or the issuer's service providers, subject to your objection rights for listed securities.

Escrow Agent Services

In certain cases, an issuer of securities may engage us to act as their escrow agent for the primary offering of their securities. We may serve as the escrow agent for the primary securities offerings available on the tZERO Securities Platform. If we are serving as the escrow agent for the issuer of securities in a primary offering available on the tZERO Securities Platform, your funds will be sent to us and held on behalf of the issuer until an offering has closed or we have been directed by the issuer to return funds to you. Upon the closing of a primary offering, your funds will be sent to the issuer of the security you invested in as consideration for the shares you receive at closing. Funds sent to us when we are acting as escrow agent for an issuer are not held in your secondary trading account with us. They are held for the benefit of investors, on behalf of the issuer, until the closing of the applicable securities offering. We move these funds exclusively at the direction of the issuer.

Terms Governing Your Account

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

The Agreement

1. This tZERO Securities Agreement sets forth the terms of your Account, including the terms upon which you may use the tZERO Securities Platform and any other Services we may provide to you. You agree to be bound by the terms of this Agreement. By using our Services, you acknowledge that you understand the terms and conditions of this tZERO Securities Agreement, which govern all aspects of your relationship with tZERO Securities regarding your Account.
2. You understand that you have consented to enter into this Agreement electronically and that by 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 Securities at support@tzero.com.
4. You understand that tZERO Securities may amend this agreement from time to time, with revised terms posted on the tZERO Securities website. You agree to check for updates to this Agreement, which we may revise from time to time. You understand that by continuing to maintain your securities brokerage Account or using the Service without objecting to any revised terms of this Agreement, you will be accepting the terms of the revised Agreement and will be legally bound by its terms and conditions.
5. If you request other services provided by tZERO Securities that require you to agree to specific terms and conditions electronically (through clicks or other actions) or otherwise, those terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement.
6. You further understand that by electronically signing this Agreement, you have acknowledged that this Agreement contains provisions that limit the tZERO Parties' liability to you.

Certifications

7. 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.
8. 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 tZERO Securities Agreement 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.
9. If you are an IRA custodian, you certify that all investments made through the tZERO Securities 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 Securities 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 tZERO Securities Platform.

10. 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.
11. You (and or any immediate member of your family) are not (and has not been during the past three months) a director, 10% beneficial owner, policy making officer or otherwise an "affiliate" (as defined in Rule 144 under the Securities Act of 1933) of a publicly traded company or of any other company whose securities are quoted on the tZERO Securities, unless you have so indicated to tZERO Securities, and you will notify tZERO Securities prior to your status as a non-"affiliate" changes.
12. When you open an Account with us, you further agree that we reserve the right to restrict your Account or to terminate your Account, in our sole discretion at any time.
13. 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.
14. 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.
15. 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.
16. 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 US PATRIOT Act and Bank Secrecy Act requirements.
17. You further understand that any fines and or penalties imposed on tZERO Securities as a result of a violation by you of any applicable securities regulation or law may, at tZERO Securities' discretion, be passed onto you; and you acknowledge and represent that you will be responsible for payment to tZERO Securities of such fines.
18. With respect to each Regulation CF offering, you represent and warrant that you (i) have reviewed the education materials on **Exhibit E** 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, (ii) understand that any person who promotes an issuer's offering for compensation, whether past or prospective, or who is a founder or an employee of an issuer that engages in promotional activities on behalf of the issuer on the tZERO Securities Platform, must clearly disclose in all communications on the tZERO Securities Platform, respectively, the receipt of the compensation and that he or she is engaging in promotional activities on behalf of the issuer and (iii) understand that we are compensated

by issuers by receiving a percentage of offering proceeds and up-front fees, we are also reimbursed for all expenses.

Self-Directed Investments

19. You understand and acknowledge that you are solely responsible for any and all self-directed investing made on the tZERO Securities 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.
20. 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.
21. 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

22. You understand and acknowledge that tZERO Securities provides self-directed investors with brokerage services and that neither tZERO Securities nor tZERO Parties will provide any investment recommendations in connection with your Account, nor does tZERO Securities 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 orders placed in 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 Securities 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 Securities nor any of its Affiliates, employees, agents or representatives (1) solicit orders or (2) make discretionary trades. To the extent Issuer Disclosure Statements, offering materials, Content or similar information are 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 Securities 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 Securities 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.**
23. 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.

- 24. Neither the tZERO Parties nor third-party providers shall be obligated to update Content or opinions regarding any company or any security.
- 25. 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

- 26. The information you have provided to tZERO Securities is current, accurate, truthful, and complete. You agree to notify tZERO Securities of any change to the information provided to tZERO Securities promptly. You agree to indemnify (and each of you, if this is a joint account) and hold the tZERO Parties harmless from and against any and all losses arising out of or relating to your failure to provide true and accurate information to tZERO Securities or to update such information.
- 27. 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 Securities becomes aware of a change of your postal address through notification from the Postal Service or otherwise, tZERO Securities may update its records accordingly; however, tZERO Securities has no obligation to you to update your mailing address unless you have personally notified tZERO Securities of the address change.
- 28. You further represent and warrant that you and any other individuals who sign on behalf of the named Account holder have the authority to open the Account and effect all transactions and other investments for the Account. If you are entering into this tZERO Securities Agreement 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.
- 29. You understand that, pursuant to FINRA regulations, tZERO Securities 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.
- 30. You understand that communications may be sent to you at your current address, which is on file at tZERO Securities, or at such other address as you may hereafter give tZERO Securities 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

- 31. We offer 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

32. If your Account is maintained in the name of two or more persons, each Account Holder 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 our 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 Holder 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.
33. 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.
34. 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

35. 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 tZERO Securities Agreement. You also agree to advise us of any event which might affect your power or authority as Trustee or the property subject to this tZERO Securities Agreement.

Account Login; Your Devices

36. During the Account creation process, you will be asked to provide your e-mail 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 tZERO Securities Agreement, 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 Securities 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 Securities 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.
37. 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.
38. You agree to notify tZERO Securities 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 Securities, you agree to report any Fraudulent Event promptly to legal authorities and provide tZERO Securities a copy of any report prepared by such legal authorities. You agree to cooperate fully with the legal authorities and tZERO Securities in any investigation of any Fraudulent Event and to complete any required affidavits, declarations, forms or other documentation promptly, accurately and thoroughly.
39. You also agree to allow tZERO Securities access to Your Devices and your network in connection with tZERO Securities’ 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. You agree to indemnify (and each of you, if this is a joint account) and hold

the tZERO Parties harmless from and against any losses arising out of or relating to any actual or alleged Fraudulent Event. You acknowledge that tZERO Securities does not know whether a person making investments with your Login Information is you.

Account Preferences

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

Digitally Enhanced Securities - Clearing Firm Custody Model

41. By opening up an Account with tZERO Securities to trade digitally enhanced securities, you agree to the following terms:
- a. You understand that tZERO Securities will act as your broker-dealer that opens an Account on your behalf and will carry the Account and clear and settle your transactions. As your clearing and carrying broker-dealer, tZERO Securities custodies the funds and securities in your Account, and clears and settles your securities transactions effected for that Account. You understand and agree that proceeds of sale transactions and dividends paid will be reported to the Internal Revenue Service ("**IRS**") in accordance with applicable law and when applicable you appoint tZERO Securities as your withholding agent for certain taxes related to transactions you effect through your Account. tZERO Securities will electronically deliver or make available confirmations, statements and all written or other notices with respect to your Account directly to you and will look directly to you for delivery of payments or securities. You (and each of you, if this is a joint account) agree to indemnify and hold tZERO Securities and its officers, directors, agents, partners, employees, licensors, distributors and representatives harmless from and against any losses, costs or expenses arising in connection with the delivery or receipt of any such communication(s), provided tZERO Securities has acted in accordance with the above. You further agree that tZERO Securities shall be entitled, but not obligated, to act upon any oral instructions given by you so long as tZERO Securities reasonably believes such instruction was actually given by you or your authorized agent.
 - b. You agree that when you place an order you will pay the prevailing market price at the time such order is executed.
 - c. You agree that, if after demand, you fail to pay for a securities transaction, cure a negative Account balance or pay any other indebtedness owed to tZERO Securities, tZERO Securities may close your account and liquidate the assets in your Account in an amount sufficient to pay your indebtedness. The reasonable costs of collection of the debit balance and any unpaid deficiency in your Accounts, including attorney's fees incurred by tZERO Securities, shall be reimbursed by you to tZERO Securities.
 - d. You understand that all open orders may be reviewed after 30 days. In the event that tZERO Securities is unable to confirm with you that the order is still good, tZERO Securities may, at its discretion, cancel it. Notwithstanding the foregoing, you understand tZERO Securities retains the discretion to cancel any of your open orders at any time.
 - e. You appoint tZERO Securities as your agent for the purpose of carrying out your directions with respect to the purchase or sale of securities. All transactions will be executed only on your order or the order of your authorized representative, except

as provided by this Agreement or otherwise agreed to. As your agent, you authorize tZERO Securities to establish relationships with clearing brokers and to appoint and use sub-agents. To carry out its duties, tZERO Securities is authorized to open or close brokerage accounts, place and withdraw orders, receive copies of confirmations and statements of account and take such other steps as are reasonable to carry out your directions. tZERO Securities may, in its sole discretion and without prior notice to you, refuse, cancel or restrict your orders. tZERO Securities shall not be liable in connection with entering, executing, handling, selling, or purchasing securities or orders for your Account except for willful misconduct on tZERO Securities' part.

- f. You agree to promptly return to tZERO Securities any assets erroneously distributed to you. If you sell a security prior to its dividend/distribution date and receive the related cash/stock dividend or distribution in error, you direct tZERO Securities on your behalf to pay that dividend/distribution to the entitled purchaser of the securities you sold, and you guarantee to promptly reimburse tZERO Securities for, or deliver to tZERO Securities, that dividend or distribution.
- g. Unless otherwise agreed in a margin agreement, tZERO Securities will require full payment or an acceptable deposit prior to the acceptance of any order. Deposits may take up to two business days to be available in your Account. For more information on funds availability, please see **Exhibit D**. tZERO Securities may restrict your ability to withdraw funds represented by a check or other instrument or to apply such funds in settlement of a transaction.
- h. All securities and other property held in any of your Accounts, including Accounts in which you have an interest, shall be subject to a general lien for discharge of all your indebtedness and other obligations to tZERO Securities. Such securities and other property shall be held as security for payment of any liability or indebtedness you may incur in any Account with tZERO Securities.
- i. In connection with enforcing tZERO Securities' lien, perfected security interest or right of set-off, tZERO Securities may, at any time and without giving you prior notice, use, transfer or liquidate any or all of your cash or securities in any of your Accounts in order to satisfy a debt or any other obligation you may have to tZERO Securities in your Accounts, and tZERO Securities reserves the right to determine at its discretion which securities and other property are to be sold and/or purchased in enforcement of its liens. Such use, liquidation or transfer may occur without regard to whether tZERO Securities has made any advances in connection with such cash or securities and without regard to the number of Accounts you may have with tZERO Securities. Circumstances that may require the liquidation of an Account include but are not limited to your failure to pay for securities purchased or failure to deliver securities in good form, the filing of a petition of bankruptcy by or against you, the appointment of a receiver by or against you, an attachment levied against any account of yours or any account in which you have an interest, or your death. You are responsible for costs, commissions and losses arising from any actions tZERO Securities takes to liquidate or close transactions in your Account due to your failure to pay for transactions and/or to deliver securities in good form.
- j. Included within tZERO Securities' right to liquidate, tZERO Securities shall have the sole discretion to determine which securities and cash are to be sold or which contracts are to be closed without regard to any tax or other consequences you may face as a result of such actions. In the event of a breach or default by you under this Agreement, tZERO Securities maintains all of the rights and remedies available to a secured creditor under all applicable laws, in addition to the rights

- and remedies provided in this Agreement.
- k. You agree to indemnify and hold the tZERO Parties harmless from and against any losses or expenses incurred in connection with the exercise of tZERO Securities' right to liquidate under this Agreement or any other remedies available to tZERO Securities, including attorneys' fees and reasonable costs of collection.
 - l. The purchase and sale of securities are settled on "settlement date." Securities may settle real-time or up to two business days after a trade is executed. You therefore agree to pay tZERO Securities for all securities purchased by the settlement date and to deliver securities sold in good deliverable form by settlement date. Unless you make other arrangements, tZERO Securities may use available funds and securities in your Account to settle a transaction. Federal securities regulations require tZERO Securities to liquidate a transaction or an Account in the event of a failure to pay for a transaction or a failure to deliver securities in good deliverable form. You agree to be fully liable for any and all brokerage commissions, fees and applicable taxes due to tZERO Securities in connection with transactions effected by you in your Account. All checks must be made payable to tZERO Securities, LLC. All securities must be endorsed to tZERO Securities upon delivery.
 - m. You acknowledge that tZERO Securities cannot be held responsible for losses if tZERO Securities sells any of your securities or cash in the event of termination, even if liquidation or distribution would cause taxable consequences to you, or for the tax consequences of liquidating assets or distributing them to you.
 - n. You understand and agree that the securities and other property in your Account may be transferred to the appropriate state if tZERO Securities is unable to contact you by mail or e-mail and no activity has occurred in the account within the time period specified by state law.
 - o. The proceeds of sale transactions and dividends paid will be reported to the IRS in accordance with applicable law. Unless otherwise agreed in a margin agreement, tZERO Securities will require full payment or an acceptable deposit prior to the acceptance of any order. Deposits may take up to two business days to be available in your account. For more information on funds availability, please see **Exhibit D**. tZERO may restrict your ability to withdraw funds represented by a check or other instrument or to apply such funds in settlement of a transaction.
 - p. You understand and agree that any order you submit for execution through tZERO Securities will be displayed, anonymously, on the tZERO Securities, or such other ATS to which tZERO Securities may route your orders in the future.

Digital Securities - Customer Self-Custody Model

42. By opening an Account with tZERO Securities to trade Digital Securities custodied by you with a Custodian, you agree to the following terms:
- a. You understand that tZERO Securities will act as your broker-dealer that opens an Account on your behalf solely for the purpose of submitting orders on your behalf to tZERO Securities for execution. You are solely responsible for opening a custodial account with a Custodian, which tZERO Securities has established connectivity to, at which you directly custody cash and/or securities. Neither tZERO Securities or any of their respective Affiliates will hold or exercise any control over money and/or securities custodied by you in your Custodian account. You understand that your Custodian is responsible for the clearing and settling transactions in Digital Securities executed on tZERO Securities but is not otherwise responsible for the conduct of tZERO Securities. You understand that

your Custodian is not a third-party beneficiary of this Agreement and your customer relationship with your Custodian is completely independent of your relationship with tZERO Securities. **tZERO Securities and its Affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades executed on tZERO Securities involving Digital Securities custodied by you with a Custodian.** You acknowledge and agree that tZERO Securities does not act as agent of your Custodian, and you will in no way hold tZERO Securities, any of tZERO Securities' Affiliates or any officer, director, employee or agent of tZERO Securities or a tZERO Securities Affiliate liable for any trading losses, losses incurred as a result of your Custodian failing to settle a trade or other losses that you incur.

- b. You agree that when you place an order you will pay the prevailing market price at the time such order is executed.
- c. You agree that each time an order to transact in Digital Securities is submitted to tZERO Securities, (a) you are responsible for simultaneously sending conditional settlement instructions to your Custodian, which will notify it of the open order you placed with tZERO Securities and instruct it to settle the transaction upon its receipt that a trade has been executed and (b) you authorize tZERO Securities to confirm you have sufficient cash or securities in your Custodian account for your Custodian to settle the transaction. You agree and acknowledge that tZERO Securities will cancel your order if your Custodian does not confirm you have sufficient cash or securities for your Custodian to settle a transaction in Digital Securities. If a trade is executed and fails to settle, you must look solely to your Custodian. Neither tZERO Securities nor any of its Affiliates participates in or has any responsibility for clearing and settling trades in Digital Securities executed on tZERO Securities.
- d. You appoint tZERO Securities as your agent for the purpose of carrying out your directions with respect to placing orders for the purchase or sale of Digital Securities. To carry out its duties, tZERO Securities is authorized to open or close brokerage accounts, place and cancel orders and take such other steps as are reasonable to carry out your directions. tZERO Securities may, in its sole discretion and without prior notice to you, refuse, cancel or restrict your orders. tZERO Securities shall not be liable in connection with entering orders for your Account except for willful misconduct on tZERO Securities' part.
- e. In the event you become indebted to tZERO Securities in the course of operation of this Account, you agree that you will repay such indebtedness upon demand.
- f. You understand and agree that any order you submit for execution through tZERO Securities will be displayed, anonymously, on the tZERO Securities, or such other ATS to which tZERO Securities may route your orders in the future.

Digital Asset Securitization – TDAS Custody Model

43. By opening an Account with tZERO Securities to trade digital asset securities custodied with TDAS, you agree to the following terms:
- a. You understand that tZERO Securities will act as your broker-dealer that opens an Account on your behalf solely for the purpose of submitting orders on your behalf to tZERO Securities for execution. You are solely responsible for opening a custodial account with TDAS, which tZERO Securities has established connectivity to, at which you directly custody cash and/or securities. Neither tZERO Securities or any of its respective Affiliates, other than TDAS, will hold or exercise any control over money and/or securities custodied by your TDAS custody account. You

understand that TDAS is responsible for the clearing and settling transactions in digital asset securities executed on tZERO Securities but is not otherwise responsible for the conduct of tZERO Securities. You understand that TDAS is not a third-party beneficiary of this Agreement and your customer relationship with TDAS is completely independent of your relationship with tZERO Securities.). **tZERO Securities and its Affiliates do not guarantee or otherwise have responsibility for clearing and settling the trades in the self-custody model. TDAS is responsible for clearing and settling digital asset securities trades under the TDAS Custody Model; neither tZERO Securities nor its affiliates, other than TDAS, is responsible for clearing and settling the trades in the self-custody model.** You acknowledge and agree that tZERO Securities does not act as agent for TDAS, and you will in no way hold tZERO Securities, any of tZERO Securities' Affiliates or any officer, director, employee or agent of tZERO Securities or a tZERO Securities Affiliate liable for any trading losses, or other losses that you may incur. You acknowledge that your relationship with TDAS is governed by the TDAS customer agreement.

- b. You agree that when you place an order you will pay the prevailing market price at the time such order is executed.
- c. You agree that each time an order to transact in digital asset securities is submitted to tZERO Securities, (a) you are responsible for simultaneously sending conditional settlement instructions to TDAS, which will notify it of the open order you placed with tZERO Securities and instruct it to settle the transaction upon its receipt that a trade has been executed and (b) you authorize tZERO Securities to confirm you have sufficient cash or securities in your TDAS custody account for TDAS to settle the transaction. You agree and acknowledge that tZERO Securities will cancel your order if TDAS does not confirm you have sufficient cash or securities for your TDAS custody account to settle a transaction in digital asset securities. If a trade is executed and fails to settle, you must look solely to TDAS. Neither tZERO Securities nor any of its Affiliates, other than TDAS, participates in or has any responsibility for clearing and settling trades in digital asset securities executed on tZERO Securities.
- d. You appoint tZERO Securities as your agent for the purpose of carrying out your directions with respect to placing orders for the purchase or sale of Digital Securities. To carry out its duties, tZERO Securities is authorized to open or close brokerage accounts, place and cancel orders and take such other steps as are reasonable to carry out your directions. tZERO Securities may, in its sole discretion and without prior notice to you, refuse, cancel or restrict your orders. tZERO Securities shall not be liable in connection with entering orders for your Account except for willful misconduct on tZERO Securities' part.
- e. In the event you become indebted to tZERO Securities in the course of operation of this Account, you agree that you will repay such indebtedness upon demand.
- f. You understand and agree that any order you submit for execution through tZERO Securities will be displayed, anonymously, on the tZERO Securities, or such other ATS to which tZERO Securities may route your orders in the future.

Resales of Restricted Securities Under Section 4(a)(7) of the Securities

- 44. Certain restricted securities may be available for trading on our platform in accordance with Section 4(a)(7) of the Securities Act. To be able view restricted securities available for trading and to submit orders to buy or sell restricted securities, you must be an

“accredited investor” under Rule 501 of Regulation D of the Securities and agree to the following:

- a. If you are a natural person, you:
 - i. 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
 - ii. 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
 - iii. hold a valid Series 7, Series 65 or Series 82 license in good standing.
- b. If you are an entity, you are:
 - i. a bank, savings and loan association, insurance company, registered investment company, business development company, or small business investment company or rural business investment company;
 - ii. an SEC-registered broker-dealer, SEC- or state-registered investment adviser, or exempt reporting adviser;
 - iii. 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;
 - iv. 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;
 - v. a tax-exempt charitable organization, corporation, limited liability corporation, or partnership with assets in excess of \$5 million;
 - vi. 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;
 - vii. an entity of a type not otherwise qualifying as accredited that own investments in excess of \$5 million; or
- c. That you have not been solicited in any manner relating to the restricted securities on our Platform.
- d. That you, nor anyone acting on your behalf will engage, or has engaged, in any form of general solicitation or advertising with respect to the restricted securities on our Platform/
- e. You are not a “bad actor” under Rule 506(d).
- f. You will not enter an order related to an unsold allotment to, or a subscription or participation by, a broker or dealer as an underwriter of the securities.

Clearly Erroneous Transactions

45. You agree and acknowledge that, in its sole discretion, tZERO Securities may, at the request of a Subscriber or on its own initiative, determine to review any transaction executed on the ATS to assess whether the transaction is clearly erroneous. In rare cases, a trade may be unwound if it is deemed to be clearly erroneous. You agree that you have no recourse against tZERO Securities for unwinding a clearly erroneous transaction and tZERO Securities does not bear any market risk or loss for unwinding a clearly erroneous transaction. Following the unwinding of a clearly erroneous transaction, tZERO Securities shall return your cash or securities, as applicable, to your Account as if the trade did not occur. You agree tZERO Securities has no further obligations to you for taking such action.

Accuracy of Confirmations

46. 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 Securities 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 Securities of any inaccuracy or unauthorized activity, you must send written notice by an email to support@tzero.com of the believed inaccuracy to tZERO Securities. Failure to so notify tZERO Securities in writing will preclude you from asserting at a later date that such transaction was inaccurate or unauthorized. **tZERO Securities does not take any part in the preparation of confirmations or statements (if any) delivered to you by your Custodian or TDAS.**

Fees

47. You are aware that this Account is subject to the **tZERO Securities Fee Schedule in Exhibit C** to this tZERO Securities Agreement. Fees may change without notice and any changes will be reflected in the tZERO Securities Fee Schedule. If you also have a Custodian account, your Custodian account may be subject to additional fees. **You should carefully read your separate and independent agreement with your Custodian or TDAS for fees that may be applicable to your separate Custodian account or TDAS custody account or the clearance and settlement of Digital Securities.**

Credit Reports

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

tZERO Securities Market Data

49. tZERO Securities may choose to make the last print (transaction size and execution price), total daily trading volume, previous closing price, change in value from the last

close (both as a percentage and nominal number), open price, high price, low price, best bid and offer with size (top-of-book) and all other aggregate bids and offers with size with respect to transaction executed on the tZERO Securities (“**tZERO Securities Market Data**”) available to you through the Service pursuant to the terms and conditions set forth in this Agreement.

- a. You understand and acknowledge that tZERO Securities has a proprietary interest in the tZERO Securities Market Data that originates on or derives from it. You agree not to reproduce, distribute, sell or commercially exploit the Market Data in any manner.
- b. You understand that tZERO Securities does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of tZERO Securities Market Data or of other market information or messages disseminated to you. You understand that tZERO Securities does not guarantee the timeliness, sequence, accuracy, completeness, reliability or content of market information or messages disseminated to or by any party. You understand that tZERO Securities does not warrant that the service provided by any such entity will be uninterrupted or error-free. Neither tZERO Securities, any of its Affiliates, their respective officers or employee shall be liable in any way for (a) any inaccuracy, error or delay in or omission of (i) any market data, information or message or (ii) the transmission or delivery of any such data, information or message or (b) any damages or injury arising from or occasioned by (i) any such inaccuracy, error, delay or omission, (ii) non-performance or (iii) interruption in any such market data, information or message, whether due to any act or omission by tZERO Securities, any of its Affiliates, their respective officers or employees or to any Force Majeure Event.
- c. You agree not to furnish tZERO Securities Market Data to any other person or entity. If you receive tZERO Securities Market Data, you shall use Market Data solely for your individual use. You may not sell, lease, furnish or otherwise permit or provide access to the tZERO Securities Market Data to any other natural person or entity.
- d. You understand and acknowledge that at any time tZERO Securities may discontinue disseminating any category of tZERO Securities Market Data, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics. tZERO Securities shall not be liable for any resulting liability, loss or damages that may arise therefrom.
- e. Except as may otherwise be set forth herein, tZERO Securities shall not be liable to you for indirect, special, punitive, consequential or incidental loss or damage (including but not limited to trading losses, lost profits or other indirect loss or damage) of any nature arising from any cause whatsoever, even if tZERO Securities has been advised of the possibility of such damages. tZERO Securities shall not be liable to you for any unavailability, interruption, delay, incompleteness or inaccuracy of tZERO Securities Market Data.

Termination and Suspension

50. You may terminate this tZERO Securities Agreement at any time by delivering written notice of termination to tZERO Securities, and tZERO Securities may terminate this tZERO Securities Agreement at any time by delivering written notice of termination to you.
51. 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 tZERO Securities Agreement by tZERO Securities.

52. Following any termination, suspension or deactivation of your Account or this tZERO Securities Agreement, you will continue to be bound by the terms and conditions of this tZERO Securities Agreement that by their nature survive termination.
53. If tZERO Securities terminates or deactivates this tZERO Securities Agreement 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 Securities 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 Securities.

Disclaimers

54. Neither tZERO Securities nor third-party providers guarantee the accuracy, timeliness, completeness or usefulness of any Content.
55. No oral or written information or advice given by tZERO Securities, its agents or representatives shall create a warranty.
56. You acknowledge and agree that the tZERO Parties do not guarantee the accuracy, completeness or correct sequencing of research reports and expressly disclaim all warranties, express or implied, with regard to the results to be obtained from their use, including any implied warranties of merchantability or fitness for a particular purpose and any implied warranties arising from a course of performance, a course of dealing or trade usage.

Survival

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

Miscellaneous

58. If any provision of this Agreement 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 Securities intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, you and tZERO Securities 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 Securities if it is in a written document signed by tZERO Securities. 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 Securities' 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. You may not assign this Agreement or assign, transfer or sublicense your rights to access or use an Account without tZERO Securities' written consent, and any attempt by you to do so is void. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, trustees, administrators and permitted assigns. This Agreement contains the final and entire agreement of you and tZERO Securities and supersedes all previous and contemporaneous verbal or written negotiations, understandings or agreements regarding the subject matter hereof. Both you and tZERO Securities warrant to each other that, in entering into this Agreement, neither

tZERO Securities 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 Securities' behalf or bind tZERO Securities in any way. All references to "Section" correspond to the respective section in this Agreement, and any reference to a Section includes all sub-clauses therein. The terms "herein," "hereunder" and "hereof" and similar expressions refer to this Agreement. All references to "day(s)," "month(s)," "quarter(s)" or "year(s)" mean 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 "\$" are to U.S. dollars. All definitions in this Agreement apply to both their singular and plural forms, as the context may require. 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. You acknowledge that this Agreement cannot be modified by conduct and no failure on the part of tZERO Securities 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 Securities herein. This Agreement shall cover individually and collectively all Accounts that you may open or reopen with tZERO Securities, and shall inure to the benefits of its successors and assigns, whether by tZERO Securities' merger, consolidation, or otherwise, and tZERO Securities may transfer your Accounts to its successors and assigns, and this Agreement shall be binding upon your heirs, executors, administrators, successors, and assigns. 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 Securities and the officers, directors, employees or agents of tZERO Securities and its Affiliates, collectively.

By entering into this tZERO Securities Agreement, 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 typically will 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; and
- 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 Agreement, including any controversy concerning whether an issue is arbitrable, shall be determined by arbitration conducted before, and only before, an arbitration panel set up by FINRA in accordance with its arbitration procedures.

Any Party may initiate arbitration by filing a written claim with FINRA. Any arbitration under this Agreement 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. The state or federal statute of limitations, statute of repose, non-claim statute or any other time bar that would be applicable to any claim filed in a court of competent jurisdiction shall be applicable to any claim filed in arbitration. Any legal 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.



Exhibit A
tZERO Securities, LLC
Form CRS & Conversation Starters

[ATTACHED]



Customer Relationship Summary Effective November 22, 2024

tZERO Securities, LLC (“tZERO”, “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 offers brokerage services to customers, retail investors and accredited investors exclusively online through one or more on-line platforms (collectively, the “Platform”). The Platform allows you to buy and sell digitally enhanced securities and/or digital asset securities on the alternative trading system operated by us (the “ATS”) and invest in companies seeking financing through Regulation D, Regulation A or Regulation Crowdfunding offerings. We act as an agent to facilitate secondary trading on the ATS and investments in those primary offerings. Certain offerings or securities trading may be limited to “accredited investors” and may require a certain minimum investment amount. We may also custody your digitally enhanced securities for you in your brokerage account, but all digital asset securities must be custodied by your third-party custodian. The decision to buy, sell or invest in a security is solely your choice. We do not offer advice, make recommendations or make strategies involving securities or securities accounts to investors. 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 investors to open or maintain an account or establish a relationship with us, such as minimum account size or investment amount. We also do not trade securities for our own account. We do advertise and market our services via our website, email and other media platforms. **FOR ADDITIONAL INFORMATION PLEASE SEE TZERO’S CUSTOMER AGREEMENT OR BY CONTACTING US AT (855) 421-0638 OR SUPPORT@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 [here](#).

What fees will I pay?

tZERO will charge you a transaction fee for each order that is filled on our Platform. When you invest in a primary offering, we may charge investors a processing fee of up to 7% of each investment commitment submitted through the Platform. tZERO may also pass through the fees from certain technology providers or third-party payment processors. 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. For secondary trading on the ATS, you will be charged (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. **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 transfers or administrative services may apply in certain cases. MORE DETAILED INFORMATION ABOUT YOUR FEES AND COSTS CAN BE FOUND IN TZERO’S FEE SCHEDULE, AVAILABLE BY CONTACTING US AT (855) 421-0638 OR SUPPORT@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 [here](#).

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 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. tZERO charges transaction -based fees. 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. For secondary trading, you will be charged (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. We therefore have an incentive to promote the Platform to maximize trading activity.

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:

- We may serve as the issuer’s escrow agent for securities offerings on the Platform. This means the money you purchase securities with on the Platform will be held by us until the offering of such securities is closed. We therefore have an incentive to promote these offerings to ensure successful fundraising rounds. We are appointed as escrow agent by the issuer and do not charge you fees for this service.
- Due to the terms and nature of the digital securities offered to you on the Platform, the ATS may be the only trading venue where digital securities available on our Platform become available for trading (if ever).
- tZERO Digital Asset Securities, LLC, our affiliate, is our clearing and carrying broker dealer for digital asset securities.
- tZERO Technologies, LLC, our affiliate, offers technology services to issuers and market participants relating to digital securities.
- tZERO Transfer Services, LLC, our affiliate, may serve as the transfer agent and/or provide cap table management services to issuers of digital securities, including those available for trading on the Platform.
- Verify Investor, Inc. provides services to issuers to verify that their investors are “accredited investors.”

Conversation Starters

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

Responses to these questions can be found [here](#).

How do your financial professionals make money?

tZERO professionals receive fixed salaries and discretionary bonuses that are based on their overall job responsibilities and performance. tZERO 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?

Yes. Visit www.investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

Conversation Starters

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

Responses to these questions can be found [here](#).

For more information about our services or financial professionals or to request an up-to-date version of this Form and our Written Responses, please call (855) 421-0638 or email support@tzero.com.

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?

Responses to these questions can be found [here](#).


tZERO Securities, LLC
Form CRS Customer Relationship Summary
Responses to “Conversation Starters”

Effective November 22, 2024.

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 or trade the securities available through our platform, then a self-directed brokerage account like ours could be the right fit for you. tZERO Securities, LLC (“tZERO”, “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 has 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’s 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 us 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 technology providers or third-party payment processors.

If you open a brokerage account for secondary trading through tZERO with \$10,000 and want to invest in securities, you will be charged trading fees. 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.

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 *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. 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:

- We may act the escrow agent for most of the offerings on our platform. This means the money you purchase securities with on will be held by us until the offering of such securities is closed or is returned to you. tZERO is appointed as escrow agent by the issuer and does not charge you fees for this service.
- Customers are able to buy and sell digital securities on our alternative trading system (the "**ATS**"). Due to the terms and nature of the digital securities offered to you on the Platform, the 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 on the ATS.
- tZERO Digital Asset Securities, LLC is our clearing and carrying broker-dealer for digital asset securities
- 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: Yes. Information about tZERO's disciplinary history and the type of conduct can be found in tZERO's BrokerCheck report on FINRA's BrokerCheck website at <https://brokercheck.finra.org/>. You may also visit www.investor.gov/CRS for a free and simple search tool to research us and our financial professionals.

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 support@tzero.com. An appropriate member of the tZERO team will address your question or concern based on how you categorize it when prompted to do so. The appropriate member of the tZERO team, which will be a registered person of tZERO or, to the extent your question or concern is purely technical in nature, a non-registered fingerprinted person of tZERO, 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 team member that received it is unable to assist you, your concern will be re-routed to the correct group within tZERO.



Exhibit B
tZERO Securities, LLC
Business Continuity Disclosure

Generally

tZERO Securities 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. During a significant business disruption, you may go to our website at <https://tzero.com/investors> or e-mail us at support@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.

We back 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, our objective is to restore our 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 significant business disruptions affecting only 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 within 24 hours. 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 (i) assure our customer's prompt access to their funds and securities and (ii) arrange for customers to have direct access to issuers regarding their current or prospective investments in such issuer's primary securities offering.

Pandemic Preparedness

In the event of a public health crisis that resulted in a high rate of employee absenteeism, tZERO Securities 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 Securities 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 Securities' records (whether hard copy or electronic records), back-up records will be recovered from our back-up site.

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 support@tzero.com.

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. Additional Information For more information or if you have questions about our business continuity planning, you can contact us at support@tzero.com.



Exhibit C
tZERO Securities, LLC
Customer Fee Schedule

Account Fees:	tZERO Securities does not charge account fees.
Primary Issuance Fees:	<p>Depending on the offering, tZERO may charge a non-refundable processing fee of up to 7% per investment commitment submitted through the Platform.</p> <p>Depending on the offering, tZERO may pass through the fees from certain third-party payment processors integrated into the Platform.</p>
Commissions/Trading Fees:	<p>The ATS currently charges its customer subscribers 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.*</p> <p>tZERO Securities does not charge its customers any other trading fees or commissions.</p>
Withdrawals:	<ul style="list-style-type: none">• \$25
Transfers:	<ul style="list-style-type: none">• Debit Balances Fed Funds + 125bps• Returned Check, ACH, Wire & Recall/Stop Payments \$25**• Domestic Wire Transfer \$25• International Wire Transfer \$50
Statements:	<ul style="list-style-type: none">• Electronic Statements & Confirms \$0• Paper Statement (per statement) \$5***• Paper Confirm (per statement) \$5***

*Rounded to the nearest \$0.01

****Both incoming and outgoing wire transfer reversals are subject to wire transfer reversal fees. Additional wire transfer reversal fees charged by any originating, intermediary, or recipient bank may apply. Processing and service fees assessed by third parties may be passed through to the customer's account. Some products and services may require additional fees or transaction minimums not specifically listed here. Prior to placing a trade or requesting any services, it is the customer's responsibility to ask tZERO Securities if any additional fees will apply.**

***** Additional shipping costs may apply**



Exhibit D
tZERO Securities, LLC
Funds Availability Disclosure

Wire Deposits

TZERO SECURITIES DOES NOT ACCEPT WIRE TRANSFERS FROM, OR ISSUE WIRE TRANSFERS TO, THIRD PARTIES. AS SUCH, THE NAME ON THE ACCOUNT OF BOTH THE INITIATOR AND RECIPIENT OF WIRE TRANSFERS COMING TO OR BEING SENT FROM TZERO SECURITIES MUST BE THE SAME.

tZERO Securities maintains an account with BMO Harris Bank for **all business activity except for Lynq**. Incoming wires go through BMO Harris Bank before being credited to tZERO Securities. **Incoming wire transfers (those being received by tZERO Securities) should be sent to:**

Bank Name: BMO Harris Bank
Bank Address: 320 S Canal Street, Chicago, IL 60606
Account Name: tZERO Securities Secondary Operating Account
Account Address: 30 Montgomery Street, Suite 330, Jersey City, NJ 07302

SWIFT Code (for International Wire Transfers): HATRUS44
ABA Routing Number: 071000288
Account Number: 4261384

For Further Credit: YOUR NAME & TZERO -YOUR ACCOUNT NO.

Lynq Users Only:

tZERO Securities maintains an account with US Bank **solely for Lynq**. Incoming wires go through US Bank before being credited to tZERO Securities. **Incoming wire transfers (those being received by tZERO Securities) should be sent to:**

Bank Name: U.S. BANK N.A.
Bank Address: 800 Nicollet Mall, Minneapolis, MN, 55402, US
Account Name: tZERO Securities LLC Operating Account
Account Address: 30 Montgomery Street, Suite 330, Jersey City, NJ 07302
SWIFT Code (for International Wire Transfers): USBKUS44IMT
ABA Routing Number: 081000210
Account Number: 152326938940

For Further Credit: YOUR NAME & TZERO -YOUR ACCOUNT NO.

Funds Availability

- Funds may be available for trading up to 2 business days from the date of a deposit or trade
- Cut of times for next day processing of deposits:
 - Wire transfers - 1:30 p.m. (EST)
 - ACH transfer requests - 3:00 p.m. (EST)
 - All times are subject to change by tZERO Securities, LLC.

ACH Deposits

- ACH DEPOSITS ARE ONLY ACCEPTED FROM DOMESTIC BANKING INSTITUTIONS
- ACH deposits must remain in your Account for a minimum of 15 business days after settlement prior to withdrawal for clearance purposes. Withdrawals are required to be made into the same bank account which you deposited such funds from. Other restrictions may apply if fraud or other potential money laundering concerns are raised.



Exhibit E
tZERO Securities, 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 Securities, 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 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 with us or a third-party agent, 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 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 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 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 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 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. 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's 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 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 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.

Promoters

In connection with establishing an account for an investor, tZERO Securities must inform the investor that any person who promotes an issuer's offering for compensation, whether past or prospective, or who is a founder or an employee of an issuer that engages in promotional activities on behalf of the issuer on tZERO Securities' platform, must clearly disclose in all communications on the tZERO Securities' platform, respectively, the receipt of the compensation and that he or she is engaging in promotional activities on behalf of the issuer.

Additional Resources

tZERO 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 team member at investor_support@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](#).



Exhibit F
tZERO Securities, LLC
Statement of Financial Condition
[Attached]

Pursuant to the Securities Exchange Act of 1934, tZERO Securities LLC must provide individual investors with certain financial information. This information may be viewed in this Exhibit F and by downloading as a PDF.



Exhibit G

tZERO Securities, LLC

Supplemental Customer Agreement for Lynq Users

Introduction

Lynq is a platform operated by tZERO Securities for institutional customers. It provides access to shares in a private fund product (the “Fund”). Subject to this Agreement, users of Lynq are able to (a) deposit and withdraw cash from their Account, (b) subscribe to shares in the Fund, (c) redeem shares in the Fund and (d) transfer shares in the Fund to other Lynq users. This Exhibit sets forth additional terms of the Agreement as it relates to your use of Lynq. This Exhibit does not limit your Agreement with tZERO Securities in any manner, it provides additional terms of use to the Agreement, as it relates to your use of Lynq. In the event of any conflict between this Exhibit and other terms of the Agreement, the terms of this Exhibit shall control solely with respect to your use of Lynq.

Account Opening and Eligible Users

1. In order to gain access and use Lynq, you must open an Account pursuant to the Agreement. To request access to Lynq, please email support@tzero.com. You should expect to receive a tZERO Securities account application within one business day. Applications are processed within one to three business days upon completion of all requested documentation. The Agreement, in addition to this Exhibit, which is part of the Agreement, governs your use of Lynq and your Account in all respects.
2. Lynq is a platform solely for corporations, limited liability companies, partnerships, trusts or other entities properly formed in your jurisdiction of incorporation or formation. Natural persons are not permitted to use Lynq. If you are a user of Lynq, you agree that you are an entity meeting the conditions set forth in paragraph 8 under “Terms Governing Your Account.”
3. **ALL USERS OF LYNQ MUST MEET THE DEFINITION OF AN ACCREDITED INVESTOR AND A QUALIFIED PURCHASER. YOU AGREE THAT YOU MEET THE DEFINITION OF AN ACCREDITED INVESTOR AND A QUALIFIED PURCHASER AS DESCRIBED HEREIN. IF ANYTIME YOU FAIL TO MEET THE DEFINITION OF AN ACCREDITED INVESTOR AND A QUALIFIED PURCHASER AS DESCRIBED HEREIN, YOU WILL IMMEDIATELY NOTIFY TZERO SECURITIES AND CEASE ALL USE OF LYNQ. YOU WILL INDEMNIFY TZERO SECURITIES FOR ANY AND ALL LOSSES FOR YOUR FAILURE TO MEET THE DEFINITION OF AN ACCREDITED INVESTOR AND A QUALIFIED PURCHASER AT ANY TIME YOU USE LYNQ.**
4. You agree that at the time of opening your Account and at all times that you have access to use Lynq, you are and will be an accredited investor as defined in paragraph 44(b) under “Terms Governing Your Account” and Rule 501(a) of Regulation D.
5. You agree to (i) promptly notify tZERO Securities if you fail to meet the definition of an accredited investor as defined in paragraph 44(b) under “Terms Governing Your Account” and Rule 501(a) of Regulation D and (ii) provide tZERO Securities with any additional information that may be needed to verify your status as an accredited investor upon tZERO Securities’ reasonable request.
6. You agree that at the time of opening your Account and at all times that you have access to use Lynq, you are and will be a “qualified purchaser,” as defined in Section 2(a)(51) of the Investment Company Act, which means you qualify as at least one of the following:
 - a. any company that owns not less than \$5,000,000 in investments and that is owned directly or indirectly by or for 2 or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;
 - b. any trust that is not covered by clause (a) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (a) or (c); or
 - c. any entity, acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than \$25,000,000 in investments.

7. You agree to (i) promptly notify tZERO Securities if you fail to meet the definition of a “qualified purchaser,” as defined in Section 2(a)(51) of the Investment Company Act and (ii) provide tZERO Securities with any additional information that may be needed to verify your status as a qualified purchaser upon tZERO Securities’ reasonable request.
8. All Lynq users must have a pre-existing relationship with tZERO Securities prior to entering into any transaction on Lynq. You have a pre-existing relationship with tZERO Securities if you have been a customer of tZERO Securities for at least one business day.
9. In addition to opening an Account with tZERO Securities, all Lynq users must complete all required subscription documentation to the Fund. You represent, warrant, agree and covenant, that the information you provide to the Fund and tZERO is accurate in all respects and to the extent any information changes, you will promptly notify tZERO Securities.

Custody of Fund Shares

10. The Fund is a digital asset security and will be custodied by tZERO Securities’ clearing and carrying broker-dealer for digital asset securities custody, tZERO Digital Asset Securities, LLC (“**tZERO Digital**”). Therefore, in order to be a Lynq user you must also be a customer of tZERO Digital. The terms of your relationship with tZERO Digital are governed by your direct customer relationship with tZERO Digital, which is available [here](#).

Lynq Accounts

11. On Lynq, users will have access to asset management tools, whereby they will be able to create different platform accounts, called Lynq accounts, for purposes of separately managing cash and securities in their tZERO Securities or tZERO Digital account.
12. Users will be able to assign a name to its various Lynq accounts, associate all or a portion of the cash in their tZERO Securities brokerage account with a Lynq account, associate all or a portion of Fund shares in their tZERO Digital brokerage account with a Lynq account
13. A Lynq account does not represent different brokerage accounts or sub brokerage accounts of the user. They are simply a technology feature of the Lynq platform’s front-end interface. All user cash on the Lynq platform is cash held in the user’s tZERO Securities brokerage account. All Fund shares on the Lynq Platform are shares held in the user’s tZERO Digital account. tZERO Securities and tZERO Digital do not offer more than one brokerage account or subaccount through Lynq.

Cash Deposits and Withdrawals

14. You understand and agree that your Account is not an interest bearing account. Cash in your account will not yield interest. Cash deposited into your Account on Lynq is only available for subscriptions to the Fund on Lynq. Cash you deposit into your Account on Lynq is not available for other transactions on the Lynq.
15. Cash deposits into your Account on Lynq may only be made by wire pursuant to the wire instructions on Exhibit D.
16. Withdrawals from your Account on Lynq may only be done via wire to your external bank account.
17. All cash deposits and withdrawals processing times are subject to the (i) processing times set forth on Exhibit D and the hours and operations of the conventional banking system during normal business hours and (ii) review and approval of tZERO Securities pursuant to its transaction monitoring and anti-money laundering policies and procedures. You acknowledge and agree that a deposit or withdrawal to or from your Account on Lynq may be rejected or postponed pursuant to tZERO Securities’ transaction monitoring and anti-money laundering policies and procedures.

Subscriptions

18. You will be able to subscribe to the Fund and purchase shares of the Fund on Lynq. tZERO Securities will facilitate your subscription requests as the placement agent and broker of record for the Fund’s private placement under Regulation D, Rule 506(c). Subscription requests may be submitted at any time on Lynq. Subscription requests will be queued for processing, which will occur hourly on business days from 9:00 am EST to 6:00 pm EST.

19. At designated processing time for subscriptions, tZERO Securities will aggregate all subscription requests, and if necessary after netting the aggregate amount of subscription requests against the aggregate amount of redemption requests, request that the Fund issue additional shares of the Fund to satisfy user redemption requests and delivery cash consideration for the shares to the Fund's custodial account.

20. At the time of submitting your subscription request, the purchase price of the shares will be deducted from the available cash in your Account on Lynq. If you cancel your subscription request before processing, the purchase price will be added back to the available cash in your Account on Lynq.

21. If your subscription request is approved, shares of the Fund will be delivered to your tZERO Digital account.

22. You agree that at each time you submit a subscription request you meet the definition of a "qualified purchaser," as defined in Section 2(a)(51) of the Investment Company Act and accredited investor as defined in Rule 501(a) of Regulation D.

Redemptions

23. You will be able to redeem shares of the Fund on Lynq in exchange for cash consideration from the Fund. tZERO Securities will facilitate your redemption requests as the placement agent and broker of record for the Fund.

24. Redemption requests may be submitted at any time on Lynq. Redemption requests will be queued for processing, which will occur hourly on business days from 9:00 am EST to 6:00 pm EST.

25. At designated processing time for redemptions, tZERO Securities will aggregate all redemption requests, and if necessary after netting the aggregate amount of subscription requests against the aggregate amount of redemption requests, request that the Fund deliver cash consideration for the redeemed shares and delivery shares back to the Fund.

26. At the time of submitting your redemption request, the number of redeemed shares will be deducted from the available balance of shares in your tZERO Digital account. If you cancel your redemption request before processing, the relevant number of shares will be added back to the available shares in your Account on Lynq.

27. If your redemption request is approved, cash consideration will be delivered to your account with tZERO Securities, LLC.

Transfers

28. You will be able to transfer shares of the Fund on Lynq to other Lynq users and receive shares of the Fund from other Lynq users.

29. To initiate a transfer of Fund shares, you will need to obtain the Lynq identification number for the receiving Lynq user. You are solely responsible for ensuring that the recipient's Lynq identification number is accurate before initiating a transfer. You will need to obtain such Lynq identification number via your own private communications, not on Lynq and without the assistance of tZERO Securities. tZERO Securities will only accept transfer requests for the Fund via Lynq. Transfer requests initiated by any other means will not be acted upon. tZERO Securities will have no liability with respect to a transfer request initiated by any other means, and you shall assume all responsibility and liability for any related consequences. You are solely responsible for the accuracy of the information included in a transfer request, including the accuracy of the Lynq identification number. tZERO Securities will rely exclusively on the Lynq identification number provided by you in a transfer request. tZERO Securities will not verify the information provided by you, including the Lynq identification number, in a transfer request. You expressly understand and accept the increased risk that an unintended Lynq user may receive the benefit of a completed transfer request should you incompletely or inaccurately identify the receiving Lynq identification number. tZERO Securities shall have no liability for your failure to provide an accurate Lynq identification number. tZERO Securities shall have no duty or obligation of inquiry or verification of, and it may act in complete reliance on, any transfer request initiated or purportedly initiated by you via Lynq, provided such transfer request is in accordance with this Agreement and tZERO Securities' transaction monitoring and anti-money laundering policies and procedures.

30. To receive a transfer of Fund shares, you will need to provide your Lynq identification number to the sending Lynq user. You will need to provide such Lynq identification number via your own private communications, not on the Lynq and without the assistance of tZERO Securities.

31. tZERO Securities facilitates transfer requests of Fund shares on its alternative trading system (the "ATS"). Each request to initiate a transfer shall be treated as a sell order, with a contra buy order from the recipient. Each transfer request is executed by the ATS, and cleared by tZERO Digital. For each transfer request you initiate or receive, you hereby submit to tZERO Digital standing conditional settlement instructions to act upon each execution report received by

the ATS for a transfer, so tZERO Digital may deliver the shares of the Fund to the recipient and settle the trade. A transfer is final at the time of when the recipient is credited with the Fund shares in their tZERO Digital account.

32. Transfers may be submitted at any time, subject to standard Lynq maintenance windows when Lynq is not accessible, but will be executed and settled during the ATS' standard operating hours. During the ATS' standard operating hours, transfers are settled "real time," which means that an account is credited with shares within five (5) minutes of a trade execution.

33. Optional description fields are available to you via Lynq. You may enter a transfer description that will be viewable only within your own account, or no description at all.

34. If you add a description to any transfer, you agree that such descriptions are not intended to be conditions on the transfer. You agree that tZERO Securities may disregard these descriptions and agree that tZERO Securities will not be responsible for any losses, claims, damages, or expenses that may result from disregarding such descriptions. However, you acknowledge and agree that in certain circumstances, tZERO Securities may require a transfer description and may, but is not obligated to, use such transfer description for its transaction monitoring and anti-money laundering policies and procedures.

35. tZERO Securities shall not facilitate any transfer request if: (i) there is insufficient shares of the Fund in your tZERO Digital account, (ii) the transfer request is incomplete; or (iii) for any other reason, tZERO Securities is unable to process the transfer request, including but not limited to as a result of red flags identified as part of its transaction monitoring and anti-money laundering policies and procedures. tZERO Securities will attempt to notify you of any transfer request that has not been processed. tZERO Securities shall not be liable for any delay or failure in providing such notice or processing the transfer request. tZERO Securities shall not be liable for any damages or loss sustained by you resulting from any such delay or failure to process a transfer request.

36. Transfers made to other Lynq users are not recallable, revocable, cancellable or amendable once submitted. If your transfer request has been settled, then the Fund shares may only be returned to you if the recipient transfers such Fund shares back to your tZERO Digital account.

37. You shall indemnify and hold tZERO Securities harmless from and against any loss, liability, expense, claim or damage, including, without limitation, attorney's fees and expenses of litigation, resulting from any claim of any third party relating to your transfer requests or the services provided for in this Agreement. Any losses resulting from your transfer requests specifying an incorrect Lynq identification number are your sole responsibility and are not the responsibility of tZERO Securities.

38. Upon request, you will provide tZERO Securities with any transaction information necessary for tZERO Securities to investigate red flags in accordance with its transaction monitoring and anti-money laundering policies and procedures, handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to your transfers including, but not limited to, dollar amounts, Lynq identification number dates, and names of beneficiaries and third parties involved in the transfer.

39. You represent, warrant, covenant and agree that if you receive shares of the Fund in error, you will (i) promptly notify tZERO Securities and (ii) cooperate with tZERO Securities in its investigation.

40. You agree that at each time you receive a transfer of Fund share you will meet the definition of a "qualified purchaser," as defined in Section 2(a)(51) of the Investment Company Act and accredited investor as defined in Rule 501(a) of Regulation D.

Transfers Pursuant to Section 4(a)(7) of the Securities Act

41. You acknowledge and understand that all transfers of the Fund are facilitated in accordance with Section 4(a)(7) of the Securities Act and agree that the representations, warranties and agreements in Section 44 of "Terms Governing Your Account" of the tZERO Securities Agreement shall be true and correct at all times during your use of Lynq, including, without limitation, each time you initiate or receive a transfer of Fund shares.

Self-Directed Platform

42. Lynq is a self-directed platform for accredited investors with a pre-existing relationship with tZERO Securities. tZERO Securities and its affiliates make no recommendations or solicitations in connection with Lynq. No communication from tZERO Securities or its affiliates should not be construed as a recommendation or solicitation to transact in the Fund. You agree that all transactions on Lynq are made on your own behalf, independently, without any recommendation or solicitation from tZERO Securities.

Fractional Shares

43. Lynq supports fractional shares up to the sixth decimal place and positions are not rounded. When dividends are distributed residual shares beyond the sixth decimal place are aggregated and distributed to the Lynq users owning the most of the Fund through their tZERO Digital account.

Lynq Security Procedures

44. You may access Lynq by using the access credentials provided by tZERO Securities ("**Lynq Access Credentials**"), which may include a user ID, password, or other authentication method. You will designate Authorized Users, as defined below, to initiate transactions on Lynq. You agree that you will require each Authorized User to safeguard the confidentiality of any Access Credentials provided by the tZERO Securities, protect them from being copied, lost or stolen, not disclose them to anyone else or permit anyone else to use or have access to them, consistent with the other terms of the Agreement. You agree to notify tZERO immediately of any unauthorized disclosure of Access Credentials.

45. tZERO shall be entitled to rely upon the use of any Access Credentials as authorized, and shall be indemnified and held harmless by you for any transaction executed in reliance upon the use of Access Credentials.

46. tZERO Securities may offer you the ability to receive alerts and notifications related to transactions on Lynq. It is your responsibility to contact tZERO Securities if you believe any alerts and/or notifications are related to unauthorized activity in your Account.

47. You agree not to make a claim against tZERO Securities that a transaction is unauthorized or inaccurate if your use of Lynq has been authenticated in accordance with these Lynq Security Procedures. You expressly agree to be bound by any transaction request issued in your name and authenticated in accordance with these Lynq Security Procedures whether or not the transaction request is authorized by you.

Lynq Authorized Users

48. You agree to name individuals that are authorized to initiate or verify transaction requests via Lynq ("**Lynq Authorized Users**"). You agree that tZERO Securities is authorized to act on transaction requests that are initiated and verified by Lynq Authorized Users until and unless such time as tZERO Securities is notified in writing of any change with respect to Lynq Authorized Users and tZERO Securities has had a reasonable opportunity to act on such change notice. You agree to cause your Lynq Authorized Users to comply with this Agreement applicable to their access to and use of Lynq.

49. You may request a change to your Lynq Authorized Users from time to time by giving tZERO Securities a written request at support@tzero.com and completing any documentation requested by tZERO Securities to effect such change. No such change shall become effective before tZERO Securities confirms the change has been completed, in writing. tZERO Securities shall have a reasonable time to update its records and acknowledge any such notice received.

Suspension of Access or Services

50. Your access to Lynq may be terminated by tZERO Securities at any time without cause. Also, we may delay, or refuse, to facilitate any deposit, withdrawal, redemption, subscription or transfer for any reason, including, without limitation, due to tZERO Securities' review and investigation of red flags raised by tZERO Securities pursuant to its transaction monitoring and anti-money laundering processes and procedures. You may close your Account at any time by emailing support@tzero.com. tZERO Securities will notify you when the termination of your Account is effective.

General Representations

51. In addition to the representations set forth elsewhere in the Agreement, you represent and warrant that: (i) you have relied and will rely solely upon your own evaluation of use of Lynq, including the consequences, risks, and benefits thereof, whether financial, accounting, tax, legal or otherwise, and upon advice of your own professional advisors; (ii) you understand the risks associated with Lynq and have determined that such risks are appropriate for you and you willingly

assume such risks; (iii) you have not relied and will not rely upon any evaluation or advice (including any recommendation, opinion, or representation) from the tZERO Securities or the tZERO Securities' affiliates, or their representatives or advisors. You specifically acknowledge that you are not relying on any advice, suggestion or guidance from tZERO Securities, which tZERO Securities does not provide.

Prohibited Uses

52. You agree that you will not use Lynq in connection with any of the following: controlled substances; illegal drugs; drug paraphernalia; firearms, ammunition or other weapons; sexually oriented activities or materials; pornography; obscene or offensive activities or materials; materials or activities that promote intolerance, violence or hate; Ponzi or pyramid schemes; illegal gambling, gaming, lotteries or sweepstakes; counterfeit materials; infringement on the copyright, patent, trademark, trade secret or other intellectual property rights of any party; terrorist funding; fraud; scams; money laundering; or any other illegal activity or unlawful purpose.