

Equity Catalyst, LLC
Terms of Service
Updated: [•], 2024

THESE TERMS OF SERVICE CONTAIN A PRE-DISPUTE ARBITRATION CLAUSE IN SECTION 18. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SITE AND USE OF THE SERVICE IS SUBJECT TO THE ARBITRATION CLAUSE HEREIN, AND THAT YOU HAVE RECEIVED, READ, AND UNDERSTAND ITS TERMS¹.

1. Acceptance of These Terms of Service; Incorporation of Related Terms

These terms of service govern your access to and use of the Equity Catalyst website(s) located at [www.EquityCatalyst.com] and all other online services, websites and applications, including mobile applications and websites, and any content therein (the “*Website*,” “*Site*,” or “*Platform*”), and the Services (as defined below) provided by Equity Catalyst, LLC and any of its affiliates, shareholders, officers, directors, employees, associates, agents, (collectively “*Equity Catalyst*,” “*Company*,” “*we*,” or “*us*”). We provide a variety of services, including without limitation certain technology, software, information, educational materials, financial tools, investment information, webinars, administrative solutions technology and software, and the Brokerage Service, as defined below (each a “*Service*” and collectively, the “*Services*”). Each person or entity that accesses or uses the Platform or the Service (“*you*”) in any way, whether or not you register or make any investment in any Limited Product (as defined below), agrees that you have read, understand and agree to be bound by these terms of service (“*Terms of Service*”), the [Privacy Policy](#), [E-Sign and Electronic Delivery Consent²](#), [Disclosures](#), [Form CRS](#), [Regulation Best Interest Disclosures](#), and any other agreements, disclosures, operating rules, policies and procedures that may be, from time-to-time, required, delivered, or published on the Platform by us, each of which is incorporated by reference and each of which we may update from time to time without notice to you. These Terms of Service are in addition to any agreements between you and us or any other affiliated or unaffiliated issuer of securities, unless otherwise specified.

Your compliance with these Terms of Service is a condition to your access to and use of the Platform and Service. Please read these Terms of Service carefully before accessing or using the Platform or using any Service. If you violate any of these Terms of Service, or otherwise violate an agreement between you and us, we may, in addition to any other remedies available to us, delete your profile and any content or information that you have posted on or otherwise made available through the Site and/or prohibit you from accessing or using the Platform or using any Service (or any portion, aspect or feature of the Platform or the Service), at any time in its sole discretion, with or without notice. These Terms of Service are a binding contract between you and us.

In addition to these Terms of Service, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms of Service and another agreement you enter into applicable to specific aspects of the Service, the other agreement shall take precedence in relation to the specific aspects of the Service to which it applies. **“User”** means any individual or entity who accesses and/or uses the Site and/or who receives, uses, or accesses any of the Services, including without limitation all unaffiliated third parties, including any third-party vendors providing services to Equity Catalyst and any unaffiliated sponsors, issuers, and broker-dealers.

2. Changes to these Terms of Service; Notice Requirements

We may make changes to these Terms of Service from time to time. If we do this, we will post the changed Terms of Service on the Platform and will indicate the date the Terms of Service were last revised. You understand and agree that your continued use of the Service or the Platform after we have made any such changes constitutes your acceptance of the new Terms of Service. Except for changes made by us as set forth herein, no other amendment or modification of these Terms of Service will be effective unless in writing and signed by both you and us.

3. Eligibility

By accessing or using the Platform or using any Service, you acknowledge and represent that (a) if a natural person, you have attained the age of majority and have legal capacity to, or (b) if a legal entity, including without limitation a corporation, partnership, limited liability company, estate, or trust (**“Entity”**), you have all necessary power and authority to, enter into and execute, make all representations and acknowledgements, and perform all obligations required under these Terms of Service. Furthermore, if you are an Entity, you represent that execution and performance under these Terms of Service will not cause you to violate any provision in your charter, by-laws, partnership agreement, trust agreement, constituent agreement, or instrument. You understand and agree that these Terms of Service, as may be amended or updated from time-to-time, are a legal, valid, and binding obligation, enforceable against you in accordance with its terms. Any registration by, access to or use of Platform or the Service by a User not meeting such requirements is unauthorized, unlicensed, and in violation of these Terms of Service. By using the Service or the Platform, you represent and warrant that you meet these eligibility requirements and that you agree to and abide by all the terms and conditions of these Terms of Service. If you violate any of these Terms of Service, or otherwise violate an agreement between you and us, or for any other reason, we may delete your profile and any content or information that you have posted on or otherwise made available through the Site and/or prohibit you from using or accessing the Service or the Site (or any portion, aspect or feature of the Service or the Site), at any time in its sole discretion, with or without notice, including if it believes that you do not meet the foregoing eligibility requirements. You agree that we will not be liable to you or any third-party for any such termination.

The portion of the Service (and certain pages of the Platform) operated by Equity Catalyst, LLC that relate to the viewing of actual investment opportunities or to making investments in the securities offered therein are available only to Users who meet certain qualifications, are registered, and who have been authorized by us. Such portions of the Service and the Platform may not be available in all jurisdictions or to all Users.

4. **Limited Brokerage Service Provided by Equity Catalyst, LLC.**

Equity Catalyst, LLC operates certain aspects of the Platform and provides limited brokerage services in connection with certain limited securities products available on the Platform (“**Brokerage Service**”). In addition to these Terms of Service, you must agree to Equity Catalyst’ [Limited Brokerage Services Agreement](#) in connection with any provision of the Brokerage Service by Equity Catalyst to you. Both these Terms of Service and the Limited Brokerage Services Agreement are applicable and expressly govern all Brokerage Services. Furthermore, by utilizing the Brokerage Service, you agree to these Terms of Service and acknowledge Equity Catalyst’ customer relationship summary in [Form CRS](#) and [Regulation Best Interest Disclosures](#). More information about Equity Catalyst and its registered representatives as well as on all FINRA registered broker-dealers can be found on FINRA’s [BrokerCheck](#).

5. **License to Access and Use the Platform and Service**

Subject to your compliance with and adherence to these Terms of Service, we hereby grant you a limited personal license to access and use the Platform and Service as set forth in this Agreement by the means described in this Agreement. We reserve all other rights in the Platform and Service. Any breach or violation of these Terms of Service by you will immediately, automatically, and with no further action on the part of us, revoke all licenses to the Platform and the Service granted hereunder.

6. **Prohibited Conduct; Non-Circumvention Restriction; Confidentiality**

A. Non-Circumvention. By using the Site, you agree that we expended significant time and effort developing relationships with the issuers of Limited Products and other third-parties (and their affiliates), including sponsoring real estate operating companies, related general partners or managers, borrowers, or any other third-party introduced to you by the Company, who use the site and for whom Equity Catalyst acts as a placement agent. You acknowledge and agree that, for a period through and until two (2) years following any termination of your account, you may not solicit, initiate, encourage, or engage in discussions or negotiations with any such third-parties, or from whom you otherwise find out about any such third parties and/or the any such third parties’ project(s), without our express written permission. This provision shall survive any termination of these Terms of Service.

B. Confidentiality. The Platform contains confidential information (“**Confidential Information**”), much of which pertains to the investments listed thereon. Confidential Information includes all technical and non-technical data. You agree to hold all

Confidential Information in confidence and that you will only use the Confidential Information for the purposes for which it was disclosed. To the extent applicable, you will not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information unless otherwise specified in writing by us. These restrictions will not apply to Confidential Information to the extent it (i) was in the public domain at the time of disclosure; (ii) became publicly available after disclosure without breach of these Terms of Service; (iii) was lawfully received from a third- party without such restrictions; (iv) was known to you without such restrictions prior to your access to it via the Site; (v) was independently developed by you without breach of these Terms of Service; (vi) was generally made available to third parties by Equity Catalyst without such restriction; or (vii) is required by applicable law.

C. Prohibited Conduct. You agree to use the Platform and Service only for purposes that are legal, proper and in accordance with these Terms of Service and any applicable law, rules, and regulations. You may not:

- Use the Service in any manner that could reasonably be expected to damage, disable, overburden, interfere with or impair the Company, the Platform, Service, or any other party's use and enjoyment of the Platform or Service;
- attempt to gain unauthorized access to the Platform, the Service, or the computer systems or networks connected to the Service through hacking, password mining or any other means;
- create user accounts by automated means or under false or fraudulent pretenses, names or identifiers;
- utilize any data provided on the Platform (including third-party provided data) for purposes other than evaluating listed investment opportunities;
- transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature;
- provide access to or give the Platform, the Service or any part thereof to any third-party unless properly licensed to do so;
- reproduce, duplicate, modify, copy, sell, trade, lease, rent or resell the Platform or the Service;
- permit any third-party to benefit from the use or functionality of the Platform or the Service via a rental, lease, timesharing, service bureau, hosting service or other arrangement;
- decompile, disassemble, or reverse engineer the Platform or the Service or any part thereof;

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- upload, post, email or transmit, or otherwise make available through the Platform or the Service any inappropriate, defamatory, infringing, obscene, or unlawful content;
- upload, post, email or transmit, or otherwise make available through the Platform or the Service any content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party;
- upload, post, email or transmit, or otherwise make available through the Platform or the Service any materials that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law, rule or regulation;
- run Maillist, Listserv, or any form of auto-responder or “spam” on the Platform or the Service;
- use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Platform or Service, including to engage in the practices of “screen scraping,” “database scraping,” or any other activity with the purpose of obtaining content or other information;
- interfere or attempt to interfere with the proper working of the Platform or the Service or any activities conducted on the Platform or the Service, including using framing techniques to enclose any content or other proprietary information, place pop-up windows over the Platform’s pages, or otherwise affect the display of the Platform’s pages;
- download any file posted by another user that you know, or reasonably should know, cannot be legally distributed in such manner;
- impersonate another person or entity, or falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of any materials;
- remove any copyright, trademark or other proprietary rights notices contained in or on the Platform or the Service;
- use any robot, spider, site search/retrieval application, or other device to retrieve or index any portion of the Platform or the Service or collect information about Users for any unauthorized purpose;
- submit content that falsely expresses or implies that such content is sponsored or endorsed by Equity Catalyst, any of its affiliates or any third parties;

- use the Platform or the Service for any illegal or unauthorized purpose (including in violation of any United States federal and state securities or blue-sky laws or regulations, securities exchange or self-regulatory organization's rules or regulations, or equivalent laws or regulations in foreign jurisdictions);
- promote or provide instructional information about illegal activities or promote physical harm or injury against any group or individual;
- share or disclose with anyone any information obtained through the Platform or the Service about any investment offerings; or
- use the Platform or the Service for any commercial purpose whatsoever other than for your personal use, including soliciting others for investments of any kind, offering, or selling any products or services of any kind, and making investment recommendations to others.

7. **User Information and Data; Account Security**

A. User Data. In consideration of your access and use of the Platform and the Service, including the Brokerage Service, you agree to provide accurate, current, and complete information about you as may be required by the Platform or the Service, including any registration or investment forms, questionnaires on the Platform, and the creation of User credentials, including User name, password, and any other identifiers or authentication information ("**User Data**"). User Data may include certain personal information, including your name, address, telephone number, email address, date of birth, taxpayer identification number, government identification number, and scans of government-issued identity documents. In addition to providing this information, to facilitate compliance with regulatory requirements for data retention, you agree to permit us to keep a record of all such User Data for the entire duration of your registration with the Platform plus six (6) years beyond the termination of your registration with the Platform. You acknowledge and agree you are fully and solely responsible for all use of your User Data, or the access and use of the Platform or Service using our User Data, and for any actions that take place using your User Data.

B. Data and Information Security. You are responsible for the confidentiality, security, and use of User Data. You will safeguard and take steps to prohibit any others from using your User Data. Use of User Data to take any action on the Platform or in connection with the Service, will constitute conclusive evidence that we may treat such action as authorized. You are responsible for all transactions entered using your credentials. We are not liable for loss or damages caused by any third-party using your User Data. Unless we agree in writing executed by our Chief Executive Officer or General Counsel, you will not permit any third-party to use or access your User Data, including to access or take any action on the Platform or in connection with the Service. Furthermore, you agree to the following: (i) you will provide immediate notice to us of any theft or loss in connection with the Platform, Service, or your User Data; (ii) you will provide

immediate notice to us of any unauthorized access to or use of your User Data, or any unauthorized access to the Platform using your User Data; (iii) any unauthorized access to the Platform or any other breach of security; and (iv) that you will exit and log out from the Platform at the end of each session when accessing the Platform or any Service.

C. Updating User Data. You shall maintain and keep accurate, current, and complete all information you provide to us, including all User Data, and promptly update any changes to any such information or User Data you have provided. If there is any reasonable doubt that any information provided by you is wrong, untruthful, outdated, or incomplete, we may send you a notice to request corrections, remove relevant information directly and, as the case may be, terminate all or part of your access to and use of the Platform and the Service provided to you. Additionally, your failure to provide or keep updated any such information, or to authorize any such inquiries, may cause us to immediately discontinue your access to and use of the Platform and Service by preventing your access to the same.

D. Inquiries. During the investment process as part of the Brokerage Service, and prior to any User being permitted to invest in any securities, we will require that you provide information necessary to, among other things: verify a User's status as an Accredited Investor as defined under the securities laws; conduct satisfactory background information screening; perform identity verification; and screen for the detection of money laundering, terrorist financing, fraud, or any other financial crime. Additionally, you authorize us to make inquiries, whether directly or through third parties, that we consider necessary to verify your identity or protect you and/or us against fraud, money laundering, terrorist financing or other financial crime, and to take any action we deem necessary based on the results of such inquiries. When we carry out these inquiries, you acknowledge and agree that your personal information may be disclosed to identity verification, compliance data recordation, credit reference, fraud prevention, or financial crime agencies and that these agencies may respond to our inquiries in full. Additionally, your failure to authorize any such inquiries will be cause for us to immediately discontinue your access to and use of the Platform and/or Service and/or restrict your access to and use of the Platform and/or Service.

E. Take Precautionary Measures. You can take several precautions to protect the security of your computer and personal User Data. For instance, you can use a well-chosen password and restrict access to your email account. You can also install and regularly update antivirus and firewall software to protect your computer from external attacks by malicious users. As agreed to herein, when you are finished with a session on the Platform, be sure that you log out and close the browser window. You should also be aware of fraudulent attempts to gain access to your User Data and account information through "phishing," whereby scammers try to bring unsuspecting people to a website by using a genuine-looking email purporting to be from a legitimate company. Sometimes, either in the email itself or on this fake site, scammers will ask for login information to gain access to people's accounts and withdraw their money. We will never send you an email asking you for your login information. In general, you can protect yourself against phishing by never providing personal or login information via a link contained in an email;

instead, go to the website directly. You might also make it a habit to check the URL of a website to be sure that it begins with the correct domain. In the case of Equity Catalyst, you should always ensure the URL begins with [<https://www.EquityCatalyst.com>.]

8. User Content

The Service may allow you and other Users to submit, post, transmit and share content with other Users. You are solely responsible for any such content (which may include photos, profiles, messages, notes, text, information (including personal information, credit data and other financial information), music, video, contact information for you or others, advertisements or other content) that you upload, publish, provide or display (hereinafter, “*post*”) on or through the Service or the Platform, or transmit to or share with other Users (collectively, the “*User Content*”). It is against these Terms of Service to contact third parties directly or to attempt to enter into any transactions with third parties outside of the Service where such third party had been introduced to you through the Service. We may, but are not obligated to, review and delete or remove (without notice) any User Content in our sole discretion, including User Content that in our sole judgment violates these Terms of Service, or otherwise might be offensive or illegal, or might violate the rights of, harm, or threaten the safety of, others, as determined by us in our sole discretion.

By posting User Content to any part of the Platform, you thereby grant, and you represent and warrant that you have the right to grant, to us an irrevocable, perpetual, non-exclusive, transferable, fully paid, worldwide license (with the right to sublicense) to use, copy, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part) and distribute such User Content for any purpose on or in connection with the Platform or the promotion thereof, to prepare derivative works of, or incorporate into other works, such User Content, and to grant and authorize sublicenses of any or all of the foregoing. If you choose to remove your User Content, the license granted above will not expire.

The Company may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; and/or (d) protect the rights, property, or personal safety of the Company, Users, and the public. The technical processing and transmission of the Service, including User Content, may involve transmissions over various networks, and changes to conform and adapt to technical requirements of connecting networks or devices.

9. Proprietary Rights in Platform Content

All content on the Platform, including designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the “*Platform Content*”), is our sole and exclusive property with all rights reserved. No Platform Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in

whole or in part, without our prior written permission. You may not republish any of the Platform Content on any internet, intranet, or extranet site, or otherwise incorporate any of the Platform Content in any other database or compilation, and any other use of the Platform Content is strictly prohibited. Any use of the Platform or the Platform Content other than as specifically authorized herein, without our prior written permission is strictly prohibited and will terminate the rights granted herein. We reserve all rights not granted herein are reserved. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Service shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. The access and use rights granted herein may be terminated by us at any time without notice and with or without cause.

10. **Linked Sites**

The Platform may contain links to third-party websites ("**Linked Sites**"). These links are provided only as a convenience. The inclusion of any link is not, and shall not be construed to imply, an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Equity Catalyst of any information, materials, products, or services contained in or accessible through any Linked Site. In no event shall Equity Catalyst be responsible for the information contained on any Linked Site or your use of or inability to use any Linked Site. Access and use of Linked Sites, including the information, material, products, and services on Linked Sites or available through Linked Sites, is solely at your own risk. Your access and use of the Linked Sites is governed by the terms of use and privacy policies of such Linked Sites, and we encourage you to carefully review all such terms and policies.

11. **Copyright Complaints**

If you believe that any material on the Platform infringes upon any copyright which you own or control, you may send a written notification of such infringement to our Designated Agent as set forth below:

Name of Agent Designated to

Receive Notification of Claimed Infringement:

Attn: General Counsel

Full Address of Designated Agent to Which

Notification should be Sent:

[address]

Telephone Number of Designated Agent:

[phone]

E-Mail Address of Designated Agent:

[info@EquityCatalyst.com]

To meet the notice requirements under the Digital Millennium Copyright Act ("**DMCA**"), the notification must be a written communication that includes the following: (i) the signature of the copyright owner or an authorized agent; (ii) identification of the

copyrighted work claimed to have been infringed, or, if multiple works are on a single site, a representative list of such works; (iii) identification of the infringing material or activity (or the reference or link to such material) and information reasonably sufficient to permit the OSP to locate the material (or the reference or link); (iv) contact information for the copyright owner or authorized agent; (v) a statement that the person sending the notice has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notice is accurate, and under penalty of perjury, that the person sending the notice is authorized to act on behalf of the copyright owner.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, the registrations of Users who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Platform and/or terminate the registrations of any Users who infringe, misappropriate, or violate any intellectual property rights of others, whether there is any repeat infringement, misappropriation, or violation.

12. Consent to Electronic Transactions and Disclosures

Because Equity Catalyst operates largely on the Internet, it is necessary for you to consent to transact business with us online and electronically. Before you decide to do business electronically with Equity Catalyst, you acknowledge and agree to these Terms of Service and to our [E-Sign and Electronic Delivery Consent](#). You also acknowledge and agree that you satisfy the following computer hardware and software requirements: access to the Internet; an email account and related software capable of receiving email through the Internet; a web browser which is SSL-compliant and supports secure sessions, such as Internet Explorer 5.0 or above and Netscape Navigator 6.0 or above, or the equivalent software; and hardware capable of running this software. Equity Catalyst generally receives all payments, and makes all disbursements, through electronic funds transfers (ACH transfers) using the bank (or other financial institution) account information you provide to us. You authorize such bank or other financial account to pay any amounts described herein and authorize Equity Catalyst to make any and all investment disbursements to such account. You must provide Equity Catalyst with updated information regarding your bank or other account upon Equity Catalyst's request and at any time that the information earlier provided is no longer valid.

The decision to do business with Equity Catalyst electronically is yours. Your consent to receive disclosures and transact business electronically, and our agreements to do so, applies to the Service and any transactions to which such disclosures relate. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such a time as all disclosures relevant to transactions that occurred while you were a User have been made. You may not withdraw such consent if you have any outstanding or active investments made through the Platform. If you have no outstanding investments made through the Platform and wish to withdraw consent to doing business electronically, we will terminate your registered user account with us.

You also expressly consent to receiving calls and messages, including auto-dialed and pre-recorded message calls, and SMS messages (including text messages) from us, our affiliates, marketing partners, agents and others calling at their request or on their behalf, at any telephone numbers that you have provided or may provide in the future (including any cellular telephone numbers). Your cellular or mobile telephone provider will charge you according to the type of plan you carry. If you are accessing the Platform and the disclosures electronically via a mobile device (such as a smart phone, tablet, and the like), in addition to the above requirements you must have software on your mobile device that allows you to print and save the disclosures presented to you in connection with the Service. These applications can be found for most mobile devices in the device's respective "app store". If you do not have these capabilities on your mobile device, you should access the Site through a device that provides these capabilities.

13. Updates

You must keep us informed of any change in your e-mail address, your home mailing address, or your telephone number so that we can maintain communications with you about your authorization as a registered User and so that you can continue to receive all necessary disclosures in a timely fashion. You can contact us by e-mail at [info@Equitycatalyst.com] or by calling us at [Phone]. You may also reach us in writing to us at the following address: Equity Catalyst, LLC, [address]

14. User Disputes

You are solely responsible for your interactions with other Users. We reserve the right, but have no obligation, to monitor disputes between you and other Users.

15. Privacy

You acknowledge and agree to the Platform's [Privacy Policy](#). By accessing or using the Platform or the Service, you are consenting to have your personal data transferred to and processed in the United States.

16. Disclaimers; Limitation of Liability; Indemnification

YOUR USE OF THE PLATFORM AND THE SERVICE IS AT YOUR SOLE RISK. THE PLATFORM AND THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EQUITY CATALYST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE PLATFORM, THE SERVICE OR EQUITY CATALYST, OR ANY MATERIALS OR PLATFORM CONTENT AVAILABLE THROUGH ANY OF

THEM, WILL CREATE ANY WARRANTY REGARDING EQUITY CATALYST, THE PLATFORM OR THE SERVICE THAT IS NOT EXPRESSLY STATED IN THESE TERMS OF USE. WE ARE NOT RESPONSIBLE FOR ANY DAMAGE THAT MAY RESULT FROM THE PLATFORM OR SERVICE AND YOUR DEALING WITH ANY OTHER ISSUER OR USER. YOUR USE OF ANY PORTION OF THE PLATFORM OR SERVICE IS AT YOUR OWN DISCRETION AND RISK; WE ARE NOT RESPONSIBLE FOR ANY HARM YOU MAY INCUR, INCLUDING WITHOUT LIMITATION, ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM OR MOBILE DEVICE USED IN CONNECTION WITH THE PLATFORM OR SERVICE) OR ANY LOSS OF DATA, INCLUDING USER CONTENT.

EQUITY CATALYST MAKES NO WARRANTY OR REPRESENTATION AS TO ANY SPONSOR'S OR ISSUER'S COMPLIANCE WITH THE INVESTMENT COMPANY ACT, THE INVESTMENT ADVISERS ACT, OR THE SECURITIES ACT, OR ANY OTHER FEDERAL, STATE OR LOCAL LAW, RULE, OR REGULATION.

YOU UNDERSTAND AND AGREE THAT YOU, AND NOT EQUITY CATALYST, BEAR THE RISK FOR ANY LOSSES THAT DERIVE FROM THE ILLEGALITY OR NONCOMPLIANCE OF A SPONSOR'S OR ISSUER'S INVESTMENT OPPORTUNITIES. YOU ARE SOLELY RESPONSIBLE FOR ANY INVESTMENT DECISIONS YOU MAKE BASED ON THE SERVICE. EQUITY CATALYST SHALL NOT BE LIABLE FOR ANY INVESTMENT DECISIONS MADE BY YOU OR FOR ANY LOSS BASED ON THOSE DECISIONS. PLEASE CAREFULLY REVIEW THE PLATFORM DISCLOSURES AND ALL DISCLOSURES AND RISK FACTORS ACCOMPANYING AND DISCLOSED IN CONNECTION WITH EACH INVESTMENT OPPORTUNITY. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

We do not guarantee the accuracy of any content or information provided by any User, including any sponsor, issuer, or manager of any Limited Product (including the relevant issuer's affiliates), or any other third-party. Although we provide rules for User conduct and postings, we do not control and are not responsible for what Users post on the Platform and are not responsible for any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content you may encounter on the Platform or in connection with any User content or content posted on the platform by any third-party User. We are not responsible for the conduct, whether online or offline, of any User of the Platform or Service. We do not guarantee and do not promise any specific results (relating to investments or otherwise) from use of the Platform and/or the Service.

The Platform and the Service may be temporarily unavailable from time to time, including for maintenance or other reasons. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration

of, the Platform or the Service. We are not responsible for any problems or technical malfunction of any communications network or lines, computer online systems, servers or providers, computer equipment, software, or failure of email for any reason, including on account of technical problems or traffic congestion on the Internet or on the Platform or combination thereof, including injury or damage to you or to any other person's computer related to or resulting from participating or downloading materials in connection with the Platform and/or the Service. Under no circumstances will we be responsible for any loss or damage, including any loss or damage to any User Content or personal injury or death, resulting from anyone's access to or use of the Platform or the Service, any User, issuer of any Limited Product, or third-party content posted on or through the Platform or the Service or transmitted to Users, or any interactions between or among Users of the Platform or Service, whether online or offline. Your sole and exclusive remedy for any failure or non-performance of the Platform or the Service, including any associated software or other materials supplied in connection with the Platform or the Service, will be for us to use commercially reasonable efforts to effectuate an adjustment or repair of the Platform or Service.

We reserve the right to change any content contained in the Platform and any Service offered through the Platform at any time without notice. Reference to any products, including Limited Products, services, processes, or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof, or any affiliation therewith, by us.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED AND EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS, IN NO EVENT WILL EQUITY CATALYST BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOST PROFITS OR LOST DATA, OR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF THE PLATFORM OR THE SERVICE OR ANY OF THE PLATFORM CONTENT OR OTHER MATERIALS, INCLUDING RELATING TO LIMITED PRODUCTS, ON OR ACCESSED THROUGH THE PLATFORM, EVEN IF WE ARE AWARE OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS MAY BE REQUIRED BY APPLICABLE SECURITIES LAWS OR OTHER LAWS, YOU SHALL BE LIMITED TO INJUNCTIVE RELIEF ONLY, AND SHALL NOT BE ENTITLED TO DAMAGES OF ANY KIND FROM EQUITY CATALYST REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF ANY SUCH REMEDY FAILS OF ITS ESSENTIAL PURPOSE. CERTAIN FEDERAL AND STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES OR LIMITATIONS ON IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. REGARDLESS OF THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS SET FORTH HEREIN, IN NO EVENT SHALL OUR CUMULATIVE TOTAL LIABILITY TO YOU UNDER OR IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF THIS CAUSE OF

ACTION FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE SECURITY LAWS OR OTHER LAWS) EXCEED THE AMOUNT OF ONE-HUNDRED DOLLARS (\$100.00).

You shall indemnify and hold Equity Catalyst harmless from and against any loss, liability, claim, demand, damage, cost and expense, including reasonable attorneys' fees, arising out of or in connection with your access and use of the Platform and/or Service, your conduct in connection with the Platform and/or Service or with other Users of the Platform and/or Service, or any violation of these Terms of Service or of any law or the rights of any third-party, any of your User Content, including any third-party content, you post or share on or through the Platform. If you are a California resident, you waive California Civil Code Section 1542, which reads: **"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."** If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

17. Governing Law; Mandatory Arbitration; Attorney's Fees

A. Governing Law. By visiting or accessing or using the Platform and/or Service, you agree that the laws of the State of Utah, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms of Service. **By agreeing to the Terms of Service and using the Platform and the Service, you submit to personal jurisdiction in Delaware for all purposes, and you hereby waive, to maximum extent permitted by law, any right to a trial by jury for any matter.**

B. Mandatory Arbitration: Any controversy, dispute, claim, or grievance between us on the one hand, and you or, if applicable, your shareholders, officers, directors, employees, associates, or agents on the other hand, arising out of, or relating to these Terms of Service, the Platform and/or the Service, shall be resolved by binding arbitration, in accordance with the rules then prevailing of any one of the following: JAMS (pursuant to JAMS' Comprehensive Arbitration Rules and Procedures), the Financial Industry Regulatory Authority, the arbitration forum of any exchange of which the Company is a member, or such arbitration body as required by law, rule, or regulation. The award of the arbitrator shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Any arbitration will be conducted in the English language before a single arbitrator in Delaware. Such arbitration must be commenced within one (1) year after the claim or cause of action arises. Notwithstanding the foregoing, either Equity Catalyst or you may apply to any court of competent jurisdiction for injunctive relief without breach of this arbitration provision. Furthermore, you acknowledge and agree to the following:

1. ANY CONTROVERSY THAT MAY ARISE UNDER THESE TERMS OF USE OR RELATE TO THE PLATFORM AND/OR THE SERVICE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND,

THEREFORE, USER IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE PLATFORM AND/OR THE SERVICE.

2. USER IS GIVING UP THE RIGHT TO SUE THE COMPANY IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.

3. ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A USER'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.

4. THE ABILITY OF A USER TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.

5. THE ARBITRATOR DOES 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 BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

6. 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.

7. THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

C. Attorneys' Fees. In all instances, including arbitration, mediation, litigation, inquiry or any other matter or proceeding between or regarding you and us, including the Platform, Service, or these Terms of Service, you: (i) must bear your own legal costs, including attorneys' fees; and (ii) waive any right to recover from us any such costs or fees, including attorneys' fees incurred to the extent permissible under applicable law. You shall indemnify us for any costs or fees, including attorneys' fees, incurred in defending ourselves against any attempt by you to recover attorneys' fees in violation of this provision.

18. Notifications and Communications from the Platform

Equity Catalyst will send you email notifications from time to time. Some notifications are required elements of your transactions on Platform, such as confirmations of actions

you have taken. These mandatory notices are sent typically to notify you of a change in status. For example, you will receive a notice when you are confirmed as an investor. We also send out notices that are required for legal or security purposes. For example, certain notifications are sent for your own protection to ensure that another person cannot make a change to your User account without your knowledge. In other cases, these notifications involve changes to various legal agreements or Site policies. Generally, you may not opt out of such service-related emails. When you register as a User, you will receive emails that confirm specific actions you requested. These will include emails to which you must respond to complete your registration and notifications confirming your registration. Additionally, Equity Catalyst will send you emails concerning new Limited Products available on our Platform, as well as updates concerning the progress of the funding of such Limited Products and/or other relevant information. If you make an investment in a Limited Product through the Site, Equity Catalyst will also send you confirmations of the investment as well as occasional updates as to the status of that investment and the timing of distributions relating to that investment.

When you register as a User and opt-in to Equity Catalyst's SMS Communications program, you are consenting to receive text messages sent by an automatic telephone dialing system and acknowledge that data usage charges may apply by your cell phone company. You may receive text messages regarding system notifications, Equity Catalyst' Limited Product updates, special offers and promotions, and can manage your opt-in status in your user profile.

We may also send you responses to emails you send us, if appropriate. From time to time, we will also send user surveys, requests for user feedback regarding user experience and Site operations, or marketing offers from us or from us on behalf of our marketing partners. Completing these surveys, answering requests for feedback, or accepting any offer is strictly voluntary. If you do not wish to receive these surveys, user feedback emails, and/or marketing offers, please opt out in any offer email you receive from us.

19. No Waiver of Certain Securities Matters

Notwithstanding anything to the contrary in these Terms of Service, in no event shall anything in these Terms of Service be deemed to be a waiver, and we will not assert there has been a waiver, that would be permissible under Section 14 of the Securities Act of 1933, Section 29(a) of the Securities Exchange Act of 1934, or any other applicable provision of federal and state securities laws.

20. Submissions

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Platform or the Service ("**Submissions**"), provided by you to us are non-confidential and shall become our sole property, and you hereby assign to us all rights in and to such Submissions. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination

of these Submissions for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

21. Other

Our failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms of Service is held to be unlawful, void or for any reason unenforceable, such provision will be construed to be limited to only the duration, scope and activity that is determined to be valid and enforceable under such law and the remainder of these Terms of Service shall continue in full force and effect.

Section headings used herein for convenience of reference only and may not be used in the construction or interpretation of these Terms of Service. Any reference herein to a particular Section number (e.g., “Section 2”), shall be deemed a reference to all Sections of these Terms of Service that bear subnumbers to the number of the referenced Section (e.g., Sections 2.1, 2.1(a) etc.). Any reference herein to a particular Exhibit or Schedule shall be deemed a reference to the Exhibit or Schedule hereto that bears the same letter or number. The words “including,” “include,” and “includes” shall each be deemed to be followed by the term “without limitation.” All consents and approvals identified in this Terms of Service shall be in writing. Any agreement, amendment, addendum, schedule, annex, appendix, attachment, or exhibit referred to herein shall mean such agreement, amendment, addendum, schedule, annex, appendix, attachment or exhibit as amended, restated, supplemented, or modified from time to time to the extent permitted by the applicable provisions thereof and these Terms of Service. Except to the extent expressly indicated otherwise, reference to any law or regulation means such law or regulation as amended at the time and from time to time and includes any successor law or regulation. Unless otherwise stated, references to recitals, sections, paragraphs, amendments, addenda, annexes, schedules, appendices, attachments, or exhibits shall be references to recitals, sections, paragraphs, amendments, addenda, annexes, schedules, appendices, attachments, or exhibits of these Terms of Service.

22. Questions

Please visit our FAQ page for more information; you may also contact us via email at [info@Equitycatalyst.com.]

Equity Catalyst Securities, LLC

Electronic Consent and Delivery of Documents

Updated: [•], 2024

I agree that any time I click or have clicked on an (“**I Agree**,”) (“**I Consent**”) or other similarly worded button or entry field with my mouse, keystroke or other device, my agreement or consent is legally binding and enforceable against me and is the legal equivalent of my handwritten signature on an agreement that is printed on paper. I agree to be bound by any affirmation, assent or agreement that I transmit, or have transmitted, to or through this website (the “**Platform**”) by computer or other electronic device, including internet, telephonic and wireless devices, including but not limited to any consent I give or have given to receive communications from Equity Catalyst Securities, LLC or any of its affiliates, owners, officers, directors, managers, shareholders, members, employees, associated persons,, agents, consultants, attorneys, accountants, and other representatives of any of them (“**Equity Catalyst**”) solely through electronic transmission. I agree that Equity Catalyst may create and store a version of any document to which I have provided electronic consent with my simulated signature affixed thereto and that such version shall be deemed an executed copy and a valid record of the agreed to document with the same effect as if such document had been originally executed by me.

I understand that, to the fullest extent permitted by law, any notices, disclosures, forms, privacy statements, reports or other communications, including any tax-related information or documents to the extent provided below (collectively, “**Communications**”), regarding the investments/products available on the Platform, and my investment in any such investments/products, may be delivered by electronic means, such as by e-mail or through [www.\[•\].com](http://www.[•].com). I consent to electronic delivery as described in the preceding sentence. In so consenting, I acknowledge that e-mail messages are not secure and may contain computer viruses or other defects, may not be accurately replicated on other systems or may be intercepted, deleted or interfered with, with or without the knowledge of the sender or the intended recipient. I also acknowledge that an e-mail from Equity Catalyst may be accessed by recipients other than me and may be interfered with, may contain computer viruses or other defects and may not be successfully replicated on other systems. I understand that Equity Catalyst gives no warranties in relation to these matters.

I consent to the delivery of tax documents (including without limitation Internal Revenue Service (“**IRS**”) (Form 1099-DIV) through [www.\[•\].com](http://www.[•].com). I understand that I may withdraw this consent before my tax document is furnished. I also understand that tax documents, including without limitation IRS Form 1099-DIV, may be required to be printed and attached to a Federal, State, or local income tax return. In providing this consent, I also acknowledge that I have received Equity Catalyst’s Information on the Electronic Delivery of Tax Documents, included below.

I further understand and agree to each of the following:

- As long as my consent remains in effect, Equity Catalyst may provide all Communications to me electronically in lieu of providing paper Communications.
- **Hardware and software that I will need.** Electronic Communications may be provided to me via e-mail and/or the Platform. In order to view and retain the Communications, my computer hardware and software must, at a minimum, be capable of accessing the Internet, with connectivity to an Internet Service

Provider or any other capable communications medium, and with software capable of viewing and printing a *.pdf file created by Adobe Acrobat. Further, I must have a personal e-mail address capable of sending and receiving e-mail messages to and from Equity Catalyst. To print the documents, I will need access to a printer compatible with my hardware and the required software.

- If these software or hardware requirements change in the future, Equity Catalyst will notify me through the Platform.
- To facilitate these services, I must provide Equity Catalyst with my current e-mail address and update that information as necessary. Unless otherwise required by law, I will be deemed to have received any electronic Communications that are sent to the most current e-mail address that I have provided to Equity Catalyst.
- Equity Catalyst will not assume liability for non-receipt of notification of the availability of electronic Communications in the event my e-mail address on file is invalid, my e-mail or Internet service provider filters the notification as "spam" or "junk mail," there is a malfunction in my computer, browser, Internet service and/or software, or for any other reasons beyond the control of Equity Catalyst.
- I may request a paper or nonelectronic form of this agreement or any Communications at any time by calling Equity Catalyst at [•]. Equity Catalyst will provide a paper or nonelectronic copy of this agreement at no cost and may charge me a fee of \$5 for each paper or nonelectronic copy of each Communication that would have been provided to me electronically. A request for a paper statement will not be treated as a withdrawal of consent to receive Communications in electronic form.
- I may withdraw my consent to receive Communications in electronic form by contacting Equity Catalyst's Operations Team at [•], info@EquityCatalyst.com, [mailing address]. Equity Catalyst will inform me if this contact information changes. If I withdraw my consent, Equity Catalyst will confirm the withdrawal in writing (either electronically or on paper) and provide the date on which the withdrawal will take effect. A withdrawal of consent does not apply to a statement that was furnished electronically before the date on which the withdrawal of consent takes effect. If I withdraw my consent to receive Communications in electronic form, Equity Catalyst may, at its option and in its sole discretion, (A) terminate my account with Equity Catalyst that was created through the Platform ("**My Account**"), (B) restrict or limit the actions I may take through or with respect to My Account, including, but not limited to, restricting my ability to purchase Equity Catalyst investment through My Account, and (C) charge me a fee of \$5 for each paper copy of each Communication that would have been provided to me electronically if I had not withdrawn my consent. Any withdrawal of my consent to receive electronic Communications will not affect or impact in any way the terms of this Agreement or my agreement to the Terms of Use Agreement for the Platform.

Information on Electronic Delivery of Tax Documents

These provisions relate to my consent above to Equity Catalyst's provision of tax documents to me electronically. Prior to furnishing the tax documents electronically, the IRS requires that Equity Catalyst provide each investor with the following information:

- If I do not consent to receive the tax document electronically, a paper copy will be provided.
- My consent continues for every tax year until I withdraw my consent.
- If these software or hardware requirements change in the future, Equity Catalyst will notify me through the Platform.
- I may log into My Account at [www.\[•\].com](http://www.[•].com) to access, print, and save my tax documents. I may need Adobe Acrobat Reader to open the document and a device connected to my computer that can print. In the event a tax document is too large to open in the browser, I will be prompted by a dialog box to save the file to a location on my computer and open it using Acrobat Reader.

- To withdraw consent, I may call Equity Catalyst at [•] to request to withdraw my consent.
- If My Account is closed, my request for electronic delivery of tax documents will automatically terminate, and I will receive a paper copy of my tax documents by mail at the address that I have provided to Equity Catalyst.
- I may update my contact information by calling Equity Catalyst at [•].
- My tax documents are maintained for 10 years on [www.\[•\].com](#) in case I ever need to access them again.

Equity Catalyst, LLC
Privacy Policy
Updated: [•], 2024

This Privacy Policy (“**Privacy Policy**” or “**Policy**”) describes information about the categories of personal information collected by Equity Catalyst, LLC and its affiliates (“**we**,” “**us**,” “**our**,” or “**Equity Catalyst**”) through this website (“**Site**”) or obtained in connection with any services provided by us, why we collect it, and the types of entities to whom we may disclose your personal information. We also describe rights you may have with respect to such information. By accessing the Site and/or utilizing any of our Services, as defined below, you agree to our collection and use of personal information as described in this Policy and our [Terms of Service](#), and any other agreements, disclosures, operating rules, policies and procedures that may be, from time-to-time, required by us, delivered to you, or published on the Platform by us, each of which is incorporated by reference and each of which we may update from time to time without notice to you. These Terms of Service are in addition to any agreements between us or any other affiliated or unaffiliated issuer of securities, unless otherwise specified.

This Policy does not include personal information we may collect that is subject to the federal Gramm-Leach-Bliley Act (“**GLBA**”), which is governed by a separate privacy notice that can be found [here](#).

Personal Information We Collect and Purposes For Collection

Website Visitors and Platform Registrants

When you visit or interact with the Site, register to join our Platform, or utilize any of our services (together, our “**Services**”), we may collect your name, email address, home address, phone number, trust account information, date of birth, IP address, information you report regarding your net worth, account number and password, social security number, and bank account information. We collect this information to provide our Services to you, respond to your inquiries, and for analytics, marketing, and advertising purposes.

We may also collect internet and other electronic activity information associated with your interaction with our Site, including your browser type, and internet service provider (“**ISP**”); your operating system; which of our web pages you access and how frequently you access them; referral or exit pages; click stream data; and the dates and times that you visit the Site. We collect this information to operate our Site, analyze and improve your experience on our Site, and for advertising purposes.

User Registration and Utilization of our Services

Using our Services will require you to provide personal data. Such information typically includes, without limitation, your name, email address, home address and phone number, date of birth, social security number and/or tax identification number, employer, and job

title. We use this data to enable you to log in to and interact on the Site, provide you with our Services, guard against potential fraud, and maintain regular communications with you about our Services.

Financial Data (for Investors)

When you subscribe to make an investment using our Services, we may also collect additional bank information and related information to, among other things, enable issuers of securities products, including issuers unaffiliated with us, and affiliated issuers (“**Issuer(s)**”), and you to originate funds transfers and make subsequent investment disbursements to you.

Cookies and Tracking Technologies

We may send one or more “cookies” to your computer. Cookies are small text files placed on your web browser when you visit our Site that store information on your computer, such as your Site preferences. We use cookies when you sign in to keep track of your personal session, including some account identifiers to ensure that you are the only person making changes to your account. We also use cookies to track your activity on the Site as a unique person.

You can set your web browser to inform you when cookies are set, or to prevent cookies from being set altogether. Please note, however, that if you decline to use cookies, you may experience reduced functionality and slower site response times. In some instances, declining to use our authentication-related cookies may prevent you from using the website entirely.

We also allow third parties (including Google and Meta) to use third-party cookies, web beacons, and other storage technologies to collect or receive information about how you interact with our Site and elsewhere on the Internet and use that information to provide analytics and other measurements services, and to deliver and target advertisements tailored to you. Third parties may also use some of these technologies to assist us in determining if you require assistance or are having problems navigating on our Sites or Apps, and this may include technologies that record your interactions with the Services, including without limitation, your keystrokes, mouse clicks, screen touches, and information about when, how, and from where you accessed our Services.

We use Google Analytics to evaluate the use of our website. Google Analytics uses cookies and other identifiers to collect information, such as how often users visit the website, what pages they visit when they do so, and what other websites they visited prior to visiting our website. To learn more about how Google Analytics collects personal information, review [Google’s Privacy Policy](#).

How and When Your Information Is Shared With Other Parties

If you indicate an interest in making an investment through our Services, we will notify

the Issuer of your interest and share your personal information with such Issuer. We may notify other persons with whom you have directed us to share your personal information. By indicating an interest in an investment, you consent to this disclosure of your information to the relevant Issuer. Since we do not have direct control over the policies and practices of unaffiliated Issuers, including, without limitation, their privacy policies and practices that apply to their collection and processing of your personal information disclosed to them, we are not responsible for their privacy practices.

We may share or provide access to your personal information with vendors we use to assist us in or facilitate the provision of our Services and operation of the Site. We may also transfer or disclose your personal information to a third-party in the event of an actual or proposed sale, merger, reorganization, or restructuring of Equity Catalyst.

We may share your information with law enforcement or other government agencies as required or permitted by law or for the purposes of limiting fraud or complying with applicable laws. We reserve the right to disclose your personally identifiable information when we believe that disclosure is necessary to protect our rights or to comply with a judicial proceeding, court order, or legal process. We further reserve the right to disclose any of your personal information that we believe, in good faith, appropriate or necessary to take precautions against liability, to investigate and defend against any third-party claims or allegations, to assist government enforcement agencies, to protect the security or integrity of the Site or our Services, or to protect our rights, property or personal safety of our users, issuers, or others.

Do Not Track

We do not respond to Do Not Track (“DNT”) header signals at this time.

Personal Information of Minors

Our Services are not directed to minors under the age of 13 and we do not knowingly collect the personal information of minors under 13.

How We Keep Your Personal Information Secure

We implement and maintain reasonable security measures appropriate to the nature of the personal information that we collect, use, retain, transfer or otherwise process. Those measures include administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of personal information. However, data security incidents and breaches can occur due to a variety of factors that cannot reasonably be prevented; therefore, our safeguards may not always be adequate to prevent all breaches of security.

Other Websites and Social Media Buttons

Our Site may contain links to other websites or social media buttons. We are not responsible for the privacy practices or the content of those websites or social media

platforms. This Privacy Policy applies only to our business and the personal information we collect.

International Users

The Site may be accessed by users located outside the United States. If you choose to use the Service from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, then please note that you are transferring your personal information outside of those regions to the United States, and that by providing your personal information on or through the Site then you consent to that transfer.

Changes to This Policy

We will review and update this Policy as required to keep current with rules and regulations, new technologies and security standards. We will post those changes on the website or update the “last updated” date of the Privacy Policy. If the changes are material, you will be notified via a notice on our website.

Accessibility

We are committed to ensuring that our communications are accessible to people with disabilities. To make accessibility-related requests or report barriers, please contact us at [Phone].

Contact Us

If there are any questions regarding this Policy or to request a copy of this Policy in another format you may contact us using the information below.

Equity Catalyst, LLC
[Contact Information]

Equity Catalyst, LLC
Limited Brokerage Services Agreement
Updated: [•], 2024

Brokerage services are offered by Equity Catalyst, LLC, a U.S. Securities and Exchange Commission (“SEC”) registered broker-dealer (member of the Financial Industry Regulatory Authority, Inc (“[FINRA](#)”)/[SIPC](#)). Research Equity Catalyst, LLC on FINRA’s [BrokerCheck](#).

1. General terms and conditions

1.1 By executing this Limited Brokerage Services Agreement, I (“I,” “me,” “my” “you” or “your” refer to the individual or entity executing this agreement). I understand, agree, and accept the terms and conditions of this Limited Brokerage Services Agreement (“Agreement”), as amended by us from time to time. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

1.2 I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE LOCATED IN SECTION 8 HEREIN AND AGREE TO THE TERMS THEREOF.

1.3 Equity Catalyst, LLC and its affiliates, owners, officers, directors, shareholders, employees, associated persons, registered representatives, agents, consultants, attorneys, accountants, and other representatives of any of them (“Affiliate(s)”), (together, “Equity Catalyst” “we” or “us”) operates certain aspects of the Equity Catalyst, LLC website(s) located at [www.equitycatalyst.com](#) and related applications, including mobile applications and websites, and any content therein (the “Platform”) and provides limited brokerage services in connection with executing Limited Products available on the Platform (“Brokerage Service”).

1.4 I acknowledge and agree that my relationship with Equity Catalyst and use of the Brokerage Service will also be expressly governed by any additional policies and agreements of Equity Catalyst, and any changes or amendments to such agreements made from time to time, including the following:

- [Platform Terms of Service](#)
- [Equity Catalyst, LLC Privacy Policy](#)
- [Equity Catalyst, LLC E-Sign and Electronic Delivery Consent](#)

I accept and agree to the terms and conditions of each of the foregoing agreements and policies, as well as any other of Equity Catalyst’ online agreements policies, which are each incorporated herein by reference. I agree that my execution or acceptance of this Agreement and any of the foregoing agreements or policies are written contracts and binding on me.

1.5 I agree that prior to any investment, I have had an opportunity to review and ask

questions concerning Equity Catalyst’ [Form CRS](#), [Equity Catalyst’ Regulation Best Interest Disclosures](#), and the other disclosures or disclaimers provided on the Platform including for specific products offered on the Platform, in each case which may be updated from time to time.

1.6 I understand and agree that I shall ensure, and I am solely responsible for ensuring, that my use of the Brokerage Service, the Platform, my entering into any securities transaction in connection therewith, and more generally my relationship with Equity Catalyst, shall comply with this Agreement and any other agreements and policies incorporated herein by reference (*e.g.*, in Section 1.4), all Equity Catalyst’ policies, and all applicable laws, rules and regulations, including without limitation U.S. federal, state, and local laws; the applicable laws of any foreign government authority; the applicable rules of any self-regulatory organization; and any other laws or regulations applicable to your use of the Platform or the Brokerage Service (“**Applicable Law**”). Equity Catalyst has no obligation to ensure any such compliance prior to such use.

1.7 I acknowledge that Equity Catalyst may provide me with market data or research relating to the products offered on the Platform, but does not guarantee the accuracy, completeness, or timeliness of such information. Such market data or research is not personalized or in any way tailored to my personal financial circumstances or investment objectives. I understand that Equity Catalyst is not responsible for the accuracy or my use of any information that Equity Catalyst receives from third parties. While we use vendors we believe to be reliable, Equity Catalyst has not verified and does not make any warranty regarding information provided by third parties, including the third-party websites you may access as part of using any of Equity Catalyst’ services. Equity Catalyst has no control over such third-party information or websites and, accordingly, is in no way responsible for and in no way approves, endorses, or guarantees the accuracy, reliability, or completeness of any data used or displayed on the Platform or for information provided in any hyperlinked web pages or websites reached from our Platform. I understand that Equity Catalyst does not endorse, adopt, review, sponsor, or oversee the material presented on any third-party websites or any of the employees, policies, activities, products, or services offered on such websites and, accordingly, are not responsible for any content you see there.

1.8 I understand that Equity Catalyst is not authorized and does not intend to give any legal, tax, or accounting advice, and I will not solicit or rely upon any such advice from Equity Catalyst, whether in connection with the Brokerage Service or otherwise. I understand that while Equity Catalyst may provide information, resources, and tools to help me better understand relevant legal, tax, and accounting issues, I acknowledge that Equity Catalyst does not provide any advice related thereto, and that I should consult with my own legal, tax or accounting advisors.

1.9 I acknowledge and agree that, at the time I make an investment in a Limited Product, including pursuant to any automatic investment arrangements that I may have with any company or fund offering securities, or their affiliates, including sponsors, (together, “**Issuers**”), I am solely responsible for ensuring that I have sufficient funds to

cover my investment and to cover any additional funding that may be required by such investment (e.g., future possible capital calls required by an operating agreement, automatic investment arrangements with an Issuer, etc.). I understand that I will invest my funds with Issuers, either directly or through a third-party escrow account, as applicable, and that Equity Catalyst does not handle any investor funds or securities. I will ensure my investments in Limited Products comply with any policies and instructions on the Platform, the Issuers' relevant subscription agreements, and Applicable Law.

1.10 I acknowledge and agree that Equity Catalyst may review, reject, or cancel any transaction in a Limited Product that I have entered, or intended to enter, into at any time, for any reason and without prior notice to me. I understand and agree that Equity Catalyst reserves the right to restrict or terminate my use of or access to the Platform or the Brokerage Service in its sole discretion at any time and without prior notice.

2. Limited Products; Limited Services; Subject to Issuer Terms and Disclosures

2.1. Equity Catalyst acts as a placement agent to Issuers in connection with Issuer's primary offerings of select private securities offerings exempt from registration under the Securities Act of 1933 ("**Securities Act**"), including without limitation pursuant to Regulation D, Regulation S, and Regulation CF thereunder ("**Private Offerings**"). Private Offerings include offerings by both affiliated and unaffiliated Issuers, including of private funds (i.e., funds that are exempt from registration under the Investment Company Act of 1940). Equity Catalyst also provides the Brokerage Service in connection with distribution of two affiliated non-listed Real Estate Investment Trusts, the [Equity Catalyst Income REIT, LLC and the Equity Catalyst Apartment Growth REIT, Inc]. (together, the "**REITs**"), each qualified offerings under Regulation A of the Securities Act ("**Reg A**"). Equity Catalyst may also act as a referring broker- dealer whereby Equity Catalyst may allow unaffiliated registered broker-dealers to present their services and/or products to investors that have a relationship with Equity Catalyst ("**Referrals**"). I acknowledge that the Brokerage Service is limited to products made available on the Platform, including without limitation Private Offerings, the REITs, and certain Referrals (together, "**Limited Products**"). I understand that Equity Catalyst does not offer all types of securities products. I agree that the posting of Limited Products on the Platform will not be construed as, and is not, a recommendation, endorsement, or affirmation that the Limited Product is suitable for me. I understand that other security products or brokerage services may be more suitable for me than the Limited Products we offer or the Brokerage Service we provide.

2.2. I acknowledge that Equity Catalyst, LLC does not hold custody of investor assets, investor funds, or securities, and does not accept any discretionary authority. Equity Catalyst, LLC does not control any of the funds or securities in connection with any Limited Product, nor does Equity Catalyst, LLC employ a clearing firm. I understand and agree that Equity Catalyst, LLC does not, nor does it commit to, provide me with any ongoing monitoring of my investments or securities, whether in a Limited Product or otherwise, and including in connection with any automatic investment or reinvestment

arrangements or dividend reinvestment programs you may enter into with Issuers. An affiliate of Equity Catalyst, LLC will provide certain ongoing software, technology, and administrative and other services to the Issuers of Limited Products (the “Administration Solution”); however, I understand that these services are provided to Issuers, not to me, and it is my sole responsibility to monitor my investments.

2.3. I acknowledge that the information on the Platform includes certain informational summaries of Limited Products, including regarding the purpose and principal business terms of such Limited Products (“**Limited Product Summaries**”), as well as relevant Issuers’ more comprehensive offering documentation for the Limited Product, which may include without limitation the Private Placement Memorandum, Operating or Limited Partnership Agreement, Subscription Agreement, Prospectuses, Offering Circulars, Tear Sheets, and Project Summaries and all exhibits and other documents attached thereto or referenced therein (collectively, the “**Investment Documents**”). I understand and agree that the Issuer of a Limited Product is solely responsible in all respects for all information provided concerning that Limited Product, including any information on the Platform, in Limited Product Summaries and Investment Documents, and in any other communication about a Limited Product. I agree that the Issuer and not Equity Catalyst is responsible for accuracy, completeness, timeliness of, and any opinions and other representations concerning such information concerning a Limited Product. I acknowledge and agree that Equity Catalyst does not have ultimate authority over the statements made or such information provided by any Issuer concerning a Limited Product, including the content of such information or decisions made regarding whether and how to communicate such information. I further agree that information provided by Equity Catalyst, whether on the Platform or otherwise, is not intended to induce any transactions or investment decisions.

2.4. I acknowledge that I am not permitted to copy or reproduce Limited Product Summaries, Investment Documents, or any other documents or information communicated to me or made available on the Platform in connection with the Brokerage Service.

2.5. I acknowledge and agree to the following: (i) Equity Catalyst does not assist in preparing an Issuer’s Investment Documents; (ii) all information provided on the Platform, including all Limited Product Summaries, is intended for informational purposes only, is not complete, and is qualified in its entirety by reference to the more complete information about the offering contained in the relevant Investment Documents for the Limited Product; (iii) in the event of an inconsistency between the information on the Platform and in the Investment Documents, I will rely solely on the information contained in the Investment Documents; (iv) the information on the Platform and in the Investment Documents concerning any Limited Product is subject to last minute changes up to and until the closing date of the relevant offering and at the sole discretion of the Issuer; and (v) all information concerning any Limited Product is subject to all additional disclaimers or disclosures provided on the Platform and in the Investment Documents, each of which are updated from time to time.

2.6. I acknowledge and agree to invest solely based on a Limited Product's relevant Investment Documents and any supplements thereto, which I shall review carefully, and not in any way based on any information posted on the Platform, including the Limited Product Summaries.

3. All Investments Self-Directed; No Individual Advice

3.1. I acknowledge that Equity Catalyst does not offer or provide me or any investor with any “**Advice**” which is defined to include the following: (i) discretionary brokerage services; (ii) any advice, recommendation, endorsement, affirmation, inducement or opinion concerning any investment, security, transaction, or investment strategy, including regarding any Limited Product; (iii) any monitoring of any investor investments; (iv) alerts to investors regarding any changes to any investments, accounts, or services; (v) any discussion of alternatives, such as the different types of investment products available to me; and (vi) legal, tax, or accounting advice. I understand and acknowledge that by making information available to me, whether through publication on the Platform, including in Limited Product Summaries or through links to Investment Documents, any written or oral communication, any advertisement, or in any other manner, Equity Catalyst is not providing any Advice. I furthermore acknowledge that any such information is provided or published without reference, tailoring, or personalization to my or any investor's specific or unique investment objectives, requirements, financial situation, or otherwise to fit my or any investor's specific needs. I agree that Equity Catalyst provision of any such information should not be construed as, and is not, Advice that any Limited Product is suitable for me or in my best interest.

3.2. I acknowledge and agree that I, either as an individual or Entity, am acting as a self-directed investor and the decisions to buy, sell, or hold any investment or to follow any strategy rests solely with me. I understand and agree that I am solely responsible for making an independent determination as to the suitability of any Limited Product and/or whether such Limited Product is appropriate for me or in my best interest in light of, among other things, my stated objectives and my personal financial situation. I will not seek, accept, or rely on any Advice from Equity Catalyst, or any communication that could be construed as such, in deciding to invest in any Limited Product. I agree that I am responsible for making my own investment decisions and I am responsible for the ultimate decision regarding the purchase or sale of any Limited Product or other security.

I understand that I am strongly encouraged to consult with professional tax, legal, and financial advisors before making any investment.

3.3. I acknowledge that Limited Products offered through the Brokerage Service have not been registered under the Securities Act, in reliance on the exemptive provisions provided under Regulation D, Regulation S, Regulation CF, and Reg A and the relevant rules and regulations thereunder, or as qualified offerings under Reg A. Limited Products on the Platform are restricted, not publicly traded, and are highly illiquid. Neither the SEC nor any state securities commission or other regulatory authority has approved, passed upon, or endorsed the merits of any offering on this Platform.

3.4. I acknowledge that Equity Catalyst may provide me with certain tools and educational and other information that I may use to self-assess my own tolerance for risk or the potential suitability of an investment or strategy for me, to help me review and analyze my investments and taxes, or otherwise educate me in various ways (“**Tools**”). I understand and agree that: (i) Tools are for informational or educational purpose only; (ii) any information or output provided by any Tool is not Advice; and (iii) Equity Catalyst does not determine if the Tools it provides to me will result in investments or strategies for me that are suitable, profitable, or in my best interest. I understand and agree that I am responsible for determining whether I can afford the risks of using the output from any Tools in making any investment or creating or following any investment strategy.

4. Risk of Investment; Forward-Looking Statements

4.1. I acknowledge and accept that all Limited Products offered through the Brokerage Service are speculative and involve substantial risk, that there is no assurance that I will not suffer significant losses by investing in a Limited Product, and that a loss of part or all of the principal value of my investment in a Limited Product may occur. I will not invest unless I can bear the consequences of such loss. I agree to accept total responsibility for any and all losses I may incur as a result of such investments.

4.2. I acknowledge and accept that Limited Products are highly illiquid. I understand that, unlike an investment purchased on a stock exchange, Limited Products are not publicly traded, are subject to holding period requirements, and are typically restricted securities; as a result, there is no public market for Limited Products, and I may need to hold Limited Products indefinitely. I further understand and agree that I am not relying on Limited Products for income or any other near-term liquidity needs. I understand that investing in the Limited Products requires high tolerance for risk, low need for liquidity, and willingness to make long-term commitments.

4.3. I acknowledge and understand that Limited Product Summaries and Investment Documents contain forward-looking statements and may include words like “expects,” “intends,” “anticipates,” “estimates,” and other similar words (“**Forward-Looking Statements**”). I understand that Forward-Looking Statements are intended to convey the relevant Issuer’s assumptions or expectations as of the date made, and that these statements are inherently subject to a variety of risks and uncertainties. I acknowledge that all Forward-Looking Statements are solely attributable to the Issuer of a Limited Product, not to Equity Catalyst, and apply only as of the date of the offering and are expressly qualified in their entirety by the cautionary statements included elsewhere in the relevant Investment Documents. I accept that Forward-Looking Statements are preliminary and subject to change, and neither Equity Catalyst nor the issuer undertakes any obligation to update or revise these Forward-Looking Statements to reflect events or circumstances that arise after the date made or to reflect the occurrence of unanticipated events. I understand that assumptions may not materialize, and unanticipated events and circumstances may affect the ultimate results of a Limited Product. Forward-Looking Statements are inherently subject to substantial and numerous uncertainties and to a wide

variety of significant business, economic and competitive risks, and the Forward-Looking Statements may be inaccurate in any material respect. Therefore, the actual results achieved in a Limited Product may vary significantly. Forward-Looking Statements, and the variations, may be material.

4.4. I agree to carefully review and understand all disclaimers, disclosures, risk factors, and cautionary statements accompanying any information provided in connection with the Brokerage Service, including a Limited Product's Investment Documents or Limited Product Summaries, and all other information provided by an Issuer, prior to deciding to make any investment.

5. **Investor Eligibility; Investor Information**

5.1. I acknowledge that only "accredited investors" as defined in Rule 501 under the Securities Act, who have registered on the Platform and who have a valid user ID and password, are authorized to access and invest in Private Offerings that are offered pursuant to Regulation D of the Securities Act and any related Brokerage Service (such persons being "**Accredited Investors**"). In general, one way to qualify as an Accredited Investor as an individual is to have a net worth of more than \$1 million (excluding the primary residence), or gross income for each of the last two years of at least \$200,000 (\$300,000 jointly with their spouse or spousal equivalent) with the expectation of a similarly qualifying income during the current year. For more information on the definition of Accredited Investor, please see <https://www.sec.gov/education/capitalraising/building-blocks/accredited-investor>.

5.2. I acknowledge that only "qualified purchasers" as defined in Rule 251(d)(2)(i)(C) of Reg A are authorized to participate in securities offerings qualified under Reg A, including the REITs ("**Qualified Purchasers**").

5.3. I acknowledge and agree that, if I do not qualify as an Accredited Investor, for purposes of investing in a Private Offering offered under Regulation CF under the Securities Act, I will only invest amounts allowed pursuant to Rule 100 of Regulation CF.

5.4. I acknowledge and represent that if I am a natural person, I have attained the age of majority and have legal capacity to, and if I am a legal entity, including without limitation a corporation, partnership, limited liability company, estate, or trust ("**Entity**"), I represent that I have all the necessary power and authority to, enter into and execute, make all representations and acknowledgements, and perform all obligations required under this Agreement. Furthermore, if I am an Entity, I represent that execution and performance under this Agreement will not cause me to violate any provision in the charter, by-laws, partnership agreement, trust agreement, constituent agreement, or instrument. I understand and agree that this Agreement, as amended from time to time, is my legal, valid, and binding obligation, enforceable against me in accordance with its terms.

5.5. I agree that my use of the Brokerage Service or any investment in a Limited

Product will not be within any jurisdiction where the provision or use or investment thereof would be contrary to Applicable Law or where Equity Catalyst is not authorized to provide such information or services.

5.6. I acknowledge that I may not become a beneficial owner of 20% or more of any issuer's outstanding voting equity securities (an "**Issuer Covered Person**") without becoming subject to certain "bad actor" disqualifying events described in Rule 506(d) under the Securities Act or Rule 503 under Regulation CF (a "**Disqualifying Event**"). I affirm that if I am an Issuer Covered Person, I am not subject to a Disqualifying Event and I agree to promptly notify Equity Catalyst in writing should any Disqualifying Events be applicable to me. Equity Catalyst is not liable or responsible for making disclosures pursuant to Rule 506(e) of Regulation D or Rule 201 of Regulation CF, nor for determining whether any Issuer Covered Person is subject to a Disqualifying Event.

5.7. I agree that any information I provide, will provide, or have provided to Equity Catalyst, as well as to any Issuer, or other third party in connection with the Brokerage Service, my registration on and use of the Platform, and any other activity in connection therewith, including my responses to any questions asked of me in connection with my use thereof, is or will be current, accurate, and complete. I acknowledge that, as a convenience to me, Equity Catalyst may, in connection with my use of the Brokerage Service, pre-populate or pre-fill certain informational fields on the Platform based on information that I have previously submitted to Equity Catalyst, including information submitted prior to my use of the Brokerage Service. I understand and agree that I am solely responsible for the currentness, accuracy, and completeness of such information, and agree to thoroughly review, update, and edit all such information accordingly herewith. Additionally, I agree that if I participate in any automatic investment arrangement with an Issuer, I shall review, at least annually, the information I have submitted in connection therewith to ensure its accuracy, completeness, and currency. I furthermore agree that I will promptly notify Equity Catalyst of any change to any information I submit in connection with the Brokerage Service or use of the Platform (including registration), and in no event later than 30 days of such change.

6. Fees

6.1. I understand that Equity Catalyst will receive compensation, fees, and expense reimbursements (together "**Fees**") from Issuers, unaffiliated broker-dealers, their affiliates, and other third parties for providing the Brokerage Service and otherwise in connection with my investments in Limited Products. These Fees include without limitation: placement agent fees, flat fees, managing broker-dealer fees, marketing and due Diligence allowance fees, referral fees, buyer's real estate brokerage fees; real estate due diligence fees; acquisition fees; financing coordination fees; credit guarantee fees; property-level and fund-level asset management fees; seller's real estate brokerage fees; real estate disposition fees; promoted or carried interest; construction management and capital expenditure management fees; origination, extension, modification, and exit fees; servicing and special servicing fees; default interest; prepayment penalties; and software, technology, and administrative services fees. I further understand that that Equity Catalyst

will pay its registered representatives sales-based commissions and bonuses, including from sales contests, based on capital that I invest with Issuers.

6.2. I acknowledge and accept that, while Equity Catalyst does not directly charge me Fees in connection with the Brokerage Service or my investments in Limited Products, Issuers will use proceeds raised for, and funds available in, the Limited Products in which I invest to pay Fees to Equity Catalyst which will reduce the amount of funds I invest in Limited Products and ultimately reduce the distributions I will receive in connection with my investment in Limited Products. I understand and accept that the Fees paid by Issuers to Equity Catalyst will reduce my return on investment in Limited Products, and that these Fees will be paid whether I make or lose money on my investment in a Limited Product. I agree to review all Fees disclosed in a specific Limited Product's Investment Documents, as well as related disclosures in Equity Catalyst' [Form CRS](#) and [Regulation Best Interest Disclosures](#).

I agree to seek the advice of an investment professional if I do not understand Fees associated with my investment in a Limited Product.

7. Confidentiality; Non-Circumvention.

7.1. I understand that “**Confidential Information**” means all information available on or through or otherwise concerning the Platform, any Limited Product, and/or the Brokerage Service, whether provided by or obtained from Equity Catalyst, Issuers, or by any other third-party, directly or indirectly, in writing, electronically, orally or by inspection of tangible objects, including, without limitation, information concerning any of the following: Investment Documents, assets or properties, business partners, business plans, customer data, customer information, designs, documents, drawings, employees, engineering information, formulas, financial analysis, financial condition, hardware configuration information, ideas, intellectual property, inventions (whether or not patentable), know-how, liabilities, market information, marketing plans, operations, processes, products, product plans, research, services, specifications, software, source code, technology (including without limitation, technical drawings, designs, schematics, algorithms, technical data, product plans, research plans, and software), or trade secrets.

7.2. I agree to: (a) hold all Confidential Information in confidence; (b) restrict disclosure of Confidential Information to my agents or representatives with a need to know such Confidential Information and solely in connection and for the purpose of evaluating the Brokerage Service or a Limited Product; (c) use such Confidential Information only for the purpose of evaluating, or in furtherance of pursuing, the Brokerage Service or a Limited Product; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any Confidential Information.

7.3. By using the Brokerage Service and the Platform, I acknowledge that Equity Catalyst has expended significant time, resources, including financial resources, and effort developing relationships with the Issuers, their affiliates, and other third parties, including sponsors, real estate operating companies, general partners or managers, and

borrowers who use the Platform, who are involved with the Limited Products or the Brokerage Services, and/or for whom Equity Catalyst acts as a placement agent. I acknowledge and agree that, for a period of five (5) years following my use of the Platform and/or the Brokerage Service, I will not solicit, initiate, encourage, or engage in discussions or negotiations with any such third-parties first introduced to me by, or in which I otherwise first discovered in any way from Equity Catalyst, whether through the Platform, the Brokerage Service or otherwise, without the express written permission of Equity Catalyst. This provision shall survive any termination or expiration of this Agreement.

8. Pre-Dispute Resolution

8.1. I acknowledge that this Agreement contains a pre-dispute arbitration clause. By signing this Agreement, I agree to the following:

- All parties to this Agreement 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 a claim is filed.
- Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- The ability of the parties to obtain documents, witness statements, and other discovery is generally more limited in arbitration than in court proceedings.
- The arbitrators do not have to explain the reason(s) for their award unless in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first scheduled hearing date.
- The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.
- The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this Agreement.

ANY CONTROVERSY THAT SHALL ARISE BETWEEN ME AND EQUITY CATALYST, LLC OR ITS AFFILIATES (INCLUDING, BUT NOT LIMITED TO, CONTROVERSIES CONCERNING THE PLATFORM, THE BROKERAGE SERVICE, ANY SECURITIES TRANSACTION, OR THE CONTINUATION, PERFORMANCE, OR BREACH OF THIS OR ANY OTHER AGREEMENT BETWEEN ME AND EQUITY CATALYST OR ITS AFFILIATES, WHETHER ENTERED INTO OR ARISING BEFORE, ON OR AFTER USE OF THE

PLATFORM OR PROVISION OF THE BROKERAGE SERVICE) SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. ARBITRATION MUST BE COMMENCED BY SERVICE UPON THE OTHER PARTY OF A WRITTEN DEMAND FOR ARBITRATION OR A WRITTEN NOTICE OF INTENTION TO ARBITRATE, THEREIN INDICATING THE ARBITRATION TRIBUNAL. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION, OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL: (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. ANY ARBITRATION AWARD SHALL BE FINAL AND BINDING, AND ANY COURT HAVING JURISDICTION MAY ENTER JUDGMENT THEREON.

9. Other Important Terms and Conditions

9.1. For the parties' mutual protection, I understand, agree, and expressly consent to the electronic recordation of any of my telephone conversations with Equity Catalyst and to the monitoring of my electronic communications with Equity Catalyst including, but not limited to, email and facsimile transmissions.

9.2. I acknowledge that Equity Catalyst will send all communications to me at the electronic mail address (and if applicable to the physical mailing address) I provide in connection with the Brokerage Service, or at such other address as I may subsequently provide to Equity Catalyst in writing, and that all communications so sent in writing, including in electronic mail, shall be deemed delivered, whether actually received or not. I acknowledge that I have a duty to timely review any confirmations or any other information I receive concerning my use of the Brokerage Service for accuracy. I am responsible for notifying Equity Catalyst immediately of any error or omission. If I fail to promptly (within 3 days of receipt of any confirmation or information from Equity Catalyst) notify Equity Catalyst of any error or omission, the information concerning my use of the Brokerage Service and any confirmations shall be presumed accurate. For avoidance of doubt, I understand that Equity Catalyst will consider the most recently submitted physical and electronic mailing address used in connection with my use of the Brokerage Service as the appropriate addresses.

9.3. I agree to indemnify Equity Catalyst to the maximum extent permitted by applicable law and hold Equity Catalyst harmless under this Agreement, any agreements incorporated by reference herein (e.g., in Section 1.4), in connection with my use of the

Platform, or in connection with my use of the Brokerage Service, from and against all claims, actions, costs and liabilities, including attorneys' fees, arising from or related to: (i) any breach by me or my authorized persons of any provision of this Agreement and any agreement incorporated by reference herein (e.g., in Section 1.4); (ii) any dispute that does not directly result from our willful misconduct or gross negligence in our performance of the Brokerage Service as set forth in this or any other agreement; (iii) any inaccurate or outdated information that I or my authorized persons supply to Equity Catalyst; and (iv) any compromise of my computer, network, or methods I use to access or use the Platform or the Brokerage Service, or the email or other accounts you use to communicate with us.

9.4. I acknowledge and agree that Equity Catalyst shall not be liable for any direct, indirect, incidental, special, or consequential damages that may arise from its provision of Brokerage Service to me. None of Equity Catalyst shall be liable for any losses incurred with respect to my use of the Brokerage Services, including any investments made in connection therewith and/or performance of any Limited Product or other investment. Equity Catalyst shall have no responsibility for questioning my investment decisions. I understand that Equity Catalyst will not monitor whether my use of the Brokerage Service, or any investment made in connection therewith, is permissible under the Plan documents or consistent with the Employee Retirement Income Security Act of 1974, as amended, the Internal Revenue Code of 1986 or state law. Equity Catalyst may use and rely upon the services of clearing agencies, automatic data processing vendors, proxy processing, transfer agents, securities pricing services and other similar organizations; in such an event, Equity Catalyst shall not be responsible for the acts and omissions of such third parties.

9.5. I authorize Equity Catalyst to carry out any of my instructions, including those relating to the purchase or sale of Limited Products or other securities, and including instructions I provide using the Brokerage Service and/or the Platform. I agree to assume all investment risk with respect to such transactions. All transactions will be executed only on my order or instruction, or of my authorized representative(s), except as provided by this Agreement or otherwise agreed to.

9.6. I understand that Equity Catalyst, LLC is not registered as an investment adviser with the U.S. Securities and Exchange Commission, any state regulator, or any other regulatory body. Nothing contained on the Platform may be construed as investment advice and use of the Platform constitutes explicit agreement that any use of the Platform is qualified by your understanding and acceptance of the foregoing disclaimer. Information about companies presented on the Platform is provided by third-party sources, including sponsors, Issuers, and other counterparty-submitted comments and documents. Equity Catalyst expresses no opinion as to the suitability of any transaction for any person using the Platform. Any person contemplating an investment makes his, her, or its own independent investigation of the suitability of any proposed transaction based on the facts and circumstances of such person's financial situation. Equity Catalyst neither holds nor gives any opinion about the value of any company or that company's securities.

9.7. I acknowledge that if any provision or condition of this Agreement is held invalid or unenforceable for any reason by any court, regulatory or self-regulatory agency or body, such provision or condition shall be fully severable, and this Agreement shall be enforced and construed as if such provision or condition had never comprised a part of this Agreement.

9.8. I acknowledge that this Agreement cannot be modified by conduct and/or the failure of Equity Catalyst at any time to enforce its rights hereunder to the greatest extent permitted by law and shall not in any way be deemed to waive, modify, or relax any of the rights granted to Equity Catalyst.

9.9. I acknowledge that this Agreement and the related documents incorporated by referenced herein (e.g., Section 1.4) constitutes the full and entire understanding between the parties with respect to the provisions herein, and that there are no oral or other agreements in conflict herewith. I acknowledge and agree that, unless prohibited by Applicable Law, Equity Catalyst reserves the right to amend, modify, or update, including rescinding any existing provisions or by adding any new provision in, this Agreement and the related agreements incorporated by reference herein (e.g., Section 1.4) without giving me prior notice or obtaining my affirmative consent. Any amended Agreement will be effective as of the date established by Equity Catalyst (the “**Effective Date**”). I agree that any future amendments made to the Agreement shall apply to my use of the Brokerage Service and Platform. The use of the Brokerage Service or the Platform after the Effective Date of the amendment(s) shall constitute my acknowledgement and agreement to be bound thereby. I am responsible for regularly checking for updates. I understand that additional restrictions may apply to the Brokerage Service or use of the Platform provided hereunder and that additional documentation may be required by Applicable Law or by Equity Catalyst. I agree to comply with any such restrictions and promptly provide any documents or information requested.

9.10. I acknowledge that the telephone, Internet, or any other electronic system and software provided for use in accessing the Brokerage Service or the Platform is used at my sole risk. I further acknowledge that none of Equity Catalyst, or its vendors providing data, information, and other services, including, but not limited to, any exchange (collectively, “**Service Providers**”), warrant that the service will be uninterrupted or error free and that Equity Catalyst does not provide any warranty as to the results that may be obtained from any of these systems. I further acknowledge that the Platform, telephone, Internet, and other electronic systems are provided on an as-is and as- available basis without warranties of any kind either expressed or implied, including, without limitation, those of merchantability and fitness for a particular purpose, other than those warranties which are implied by and incapable of exclusion, restriction, or modification.

9.11. I acknowledge and agree that neither Equity Catalyst nor any its service providers will be liable in any way to me or any other person for any inaccuracy, error, or delay in, or omission of, any data, information or message, or the transmission or delivery

of any data, information or message, or any loss or damages arising from or occasioned by any inaccuracy, error, delay or omission, nonperformance, interruption in data due to neglect or omission by any service provider, any “force majeure” (e.g., loss caused directly or indirectly by flood, fire, war, terrorism, civil unrest, strikes, natural disaster, extraordinary weather conditions, earthquake or other acts of God, government restrictions or actions, interruptions of communications, exchanges or market rulings, suspension of trading or other conditions beyond Equity Catalyst’ control, failure, or equipment or software malfunction) or any other cause beyond the reasonable control of any service provider.

9.12. I acknowledge that complaints are to be e-mailed to [email.]

9.13. I agree that Equity Catalyst may assign this Agreement in part or in full, to any third-party or any Affiliate of Equity Catalyst. I hereby delegate and grant Equity Catalyst the power and authority to make these changes on my behalf. This Agreement shall apply to you or to our successors and anyone to whom we assign our rights.

10. SIPC

The Securities Investor Protection Corporation (“SIPC”) oversees the liquidation of member brokerage firms when the firm is bankrupt or in financial trouble, and customer assets are missing. Within limits, SIPC can expedite the return missing customer property by protecting each customer up to \$500,000 for securities and cash (including a \$250,000 limit for cash only). Not every investment is protected by SIPC and some customers may be ineligible to have their claims satisfied with SIPC funds. More information, including the SIPC brochure, can be found at www.sipc.org, via telephone at 1-202-371-8300, via email at asksipc@sipc.org, and via mail at Securities Investor Protection Corporation 1667 K St. N.W., Suite 1000, Washington, D.C. 20006-1620.

11. Trusted Contacts

Equity Catalyst is committed to helping you protect your information. One way to protect your interests is to appoint a Trusted Contact. A Trusted Contact is someone over the age of eighteen whom you know and trust. This person will serve as a point of contact should we have questions concerning your overall well-being and whereabouts, or if we suspect you may be the victim of fraud or exploitation. The individual(s) you select may not take any action on your behalf and will not replace or affect existing powers of attorney. You should notify those you appoint as Trusted Contacts.

To appoint your Trusted Contact(s), please contact us at [phone] or [email] to request a form to name a Trusted Contact.

Please note that Equity Catalyst is authorized to contact the Trusted Contact(s) and disclose information concerning your use of the Brokerage Service 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 under FINRA Rule 2165. Except as is required by FINRA Rule 2165, Equity Catalyst is under no obligation to interact with Trusted Contacts.

I ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS A PRE-DISPUTE ARBITRATION CLAUSE LOCATED IN SECTION 8 HEREIN AND AGREE TO THE TERMS THEREOF.

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed below by its duly authorized signatory.