

## SECONDARY MARKET TRADING AGREEMENT

**THIS SECONDARY MARKET TRADING AGREEMENT** (this "**Agreement**") governs all transactions and is a binding contract among the **Owner/Seller**, the true and beneficial owner of certain units or shares ("**Shares**") of a security (the "**Security**"), or the **Buyer/Bidder** (each individually, as the case may be, the "**User**"), **Dalmore Group, LLC**, a registered broker-dealer and member of the Financial Industry Regulatory Authority, Inc. ("**FINRA**") and the Securities Industry Protection Corporation ("**SIPC**") ("**Dalmore Group**" or "**Company**"). This Agreement governs the terms under which the User is granted the right to bid for, purchase, offer for sale and/or sell Shares of the Security through the **North Capital Private Securities Corporation Alternative Trading System** (the "**Platform**"). All User activity on the Platform is governed by this Agreement and other documents included by reference.

**NOTICE: Please read all referenced Agreements, Disclosures, Policies, and Terms of Service. These terms contain important information, including a binding arbitration agreement that impacts your rights when disputes are resolved. If any of these terms are unacceptable to the User, then please do not visit, access or use the Platform.**

The User, when acting as a seller, is the owner of Shares of the Security and upon acceptance of this Agreement, shall grant Company the exclusive right to offer for sale on the Platform the User's Shares in the Security for the period of time chosen by Seller, or good 'til canceled if no period of time is chosen by Seller ("**Term**"), at the Ask Price for the number of shares specified by the User.

By accepting the terms of this Agreement, the User offering the Security shall be obligated to sell Shares of the Security if a transaction is executed at the Ask Price set by the User during the term of the order, and the User bidding on the Security shall be obligated to buy Shares of the Security if a transaction is executed at the Bid Price set by the User during the term of the order.

### 1. Eligibility of User to Trade on Platform

- a. **Account Approval** - Each prospective User is required to register on the Platform by completing the investor registration process, and be approved, in order to have trading access to the Platform. Each User must complete the investor registration process, which will require the User to provide certain personal information, including but in no way limited to, such as: legal name, address, phone number, date of birth, social security number, residency information, valid ID, accreditation information (as required), financial status, proof of funds, proof of banking relationship, employment information and financial experience. The User acknowledges that the Company is the final decision maker of when or if a User is approved and owes no explanation to the applying User if the User's application to the Platform is denied.
- b. **Identity Verification** - All Users are subject to Anti-Money Laundering ("AML") and Know Your Client ("KYC") rules and regulations of FINRA and other applicable regulatory agencies. The User authorizes the Company to make any inquiries necessary to verify the identity of the User, protect against fraud or other financial crimes and/or comply with the legal obligations regarding AML and KYC. Failure to provide proper information or offering misrepresentations when completing the Investor Passport will delay or prevent the Company from approving the User and could result in the revocation of a prior approval.

### 2. Trading on The Platform by Approved User

- a. **Secondary Trading Process** –
  - **Selling** - The User, when acting as a **Seller/Offeror**, may create an **Offer/Sell order**, which shall indicate the Security, number of Shares, duration of order Term and an Ask Price that will cause the Security to be offered on the Platform. By entering an Offer, the User is generating instructions to transfer the security to a buyer in the event of a match. The Term of the Offer is good 'til canceled if no period of time is chosen by Seller. The User can cancel the Offer at any time prior to a match. If a match does not occur during the term, the Seller may re-Offer the Security for another Term.
  - **Buying** - The User, when acting as a **Buyer/Bidder**, may place a **Bid/Buy order**, which shall indicate the Security, number of shares and duration of the Bid. The Term of the Bid is good 'til canceled if no period of time is chosen by Buyer.

- b. **Match Process** - During the Term, Buyers may place Bids on the Platform to purchase the Security. The Seller is obligated to sell and the Buyer is obligated to buy the Security per the terms of this Agreement if the Buyer's Bid price is at or above the Seller's Offer Price during the Term. The Platform allows for partial fills of any Bid or Offer entered by the User. The Company reserves the sole right to cancel any open Bid or Offer of Shares of the Security at any time and all parties agree to hold the Company harmless if such is the case.
  - c. **Match Price** – At Platform market open, the Match Price is the average of the Bid/Offer Price of a Bid/Offer order resting on the Platform's order book and an Offer/Bid with an Offer/Bid Price at or below/at or above the former order resting on the Platform's order book. During Platform market hours immediately following market open, the Match Price is the Bid/Offer Price of a Bid/Offer order resting on the Platform's order book, when a subsequent Offer/Bid with an Offer/Bid Price at or below/at or above the resting order is entered onto the Platform's order book. The total amount due from the Buyer is equal to the Match Price, plus any commission and fees. The amount due the Seller is equal to the Match Price, less any commission and fees. The Company may, at its sole discretion, reduce the commission paid by the Buyer or Seller.
  - d. **Offer Price** - The Seller must indicate an Offer Price. If, at any time during the Seller's Offer order Term, the Offer is the highest-priced Offer on the order book and a User places a Bid order at or above the Offer Price, the Offer order will be considered matched and the Security will be transferred from the Offeror to the matching Bidder.
  - e. **Bid Price** - The User must indicate a Bid Price when placing a Bid order. If, at any time during the Bid order Term, the Bid is the highest-priced Bid on the order book and a User places an Offer order at or below the Bid Price, the Bid order will be considered matched and the Security will be transferred from the Offeror to the matching Bidder.
  - f. **Trading Time Zone** - Eastern Standard or Daylight Time. 24/7/365.
  - g. **Document Delivery** - User agrees to execute and deliver promptly to the Company any and all agreements, documents or instruments necessary or appropriate, for the avoidance of doubt, to effect an assignment or substitution on the books and records, or substantial equivalent, by the Issuer of the Shares, as required by Company to fulfill the obligations of the User as described in this Agreement. Documents and data may be delivered electronically. Agreements are considered binding on the User if certified with electronic signatures or memorialized via an affirmative check box.
3. **Representation and Warranties of the User** – The User hereby represents, warrants, agrees and acknowledges the following:
- a. The User has the full right, power and authority to execute this Agreement along with any other documents or agreements as required by the Company to fulfil any obligations or grant powers in this Agreement.
  - b. Securities are offered through Dalmore Group, LLC, a registered broker-dealer and member of FINRA/SIPC. Neither Dalmore Group, nor any of its affiliates, shall be deemed to be providing any investment advice or making any investment recommendations to any person.
  - c. Assets listed on the Platform are securities that are not publicly traded, may be subject to holding period requirements and are intended for qualified investors with no need for liquidity in such investment.
  - d. Investments in the Securities listed on the Platform are NOT bank deposits (and thus NOT insured by the FDIC or by any other federal governmental agency), are NOT guaranteed by the Company and/or its affiliates and may lose some or all of their value.
  - e. Neither the U.S. Securities and Exchange Commission nor any federal or state securities commission or regulatory authority has recommended or approved any investment or the accuracy or completeness of any of the information or materials provided by or through the website.

- f. The User has access to all information regarding the Security deemed necessary by the User to make an informed investment decision.
- g. The User is sophisticated, has knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Security.
- h. The User understands that the purchase of the Security involves substantial risk; and, the User must be able to afford the loss of the User's entire investment.
- i. The User has consulted with or has had the opportunity to consult with a qualified attorney, tax advisor, or accountant, and understands the income tax aspects of the User's activity on the Platform.
- j. The User has reviewed and accepts any restrictions contained in the shareholders' agreement or similar agreement, if any, upon taking ownership of the Security.
- k. The User has not relied on Company nor any of its affiliates for investment, legal or tax advice.
- l. The User has not relied upon any representation or warranty made by the Company or its affiliates with respect to the value or marketability of the Security. The User accepts sole responsibility for the decision to buy or sell Security at the determined price and that the Match Price of the Security may be above or below the net asset value or book value of the Security.
- m. No commission, fee or other compensation is due to any broker, finder or other agent of the User in connection with this transaction except as otherwise stated in the confirmation, and, in the event of any claim for any commission, finder's fee or other such compensation, User agrees that it shall be exclusively responsible therefor.
- n. The User is purchasing the Security exclusively for the User's own account and not with a view to, or sale in connection with, a distribution.
- o. All historical pricing provided to the User by the Company is for informational purposes only and is not indicative of the User's ability to obtain similar results.
- p. The Company did not solicit any transaction, bid, ask or other such activity of the User on the Platform.
- q. Any and all of the information and documents provided by the User to the Company are true, correct and complete. Providing false documents and/or information to the Company is grounds for rejecting the Users access to the Platform or revoking access if previously granted.
- r. The Platform is operated on a "best efforts" basis and Bids and/or Offers may not be present for any Security listed on the Platform.
- s. The User is solely responsible for any and all activity that occurs on the Platform when the User account is used. If a User believes that the User did not authorize a particular transaction or that a transaction was incorrectly executed, the User must contact Dalmore Group at once to report the same. All confirmations are considered accurate and complete unless the User contacts the Company within three (3) days.

**4. Scope of Services Provided by Dalmore Group, LLC.** – The User acknowledges and understands the following:

- a. All securities are offered through Dalmore Group, LLC., a registered broker-dealer and member of FINRA/SIPC
- b. Dalmore Group is a broker-dealer acting as an agent, not as a principal, in connection with the sale of the Security.

- c. Dalmore Group is requesting certain information from the User is to satisfy FINRA and SEC rules and regulations governing "Know Your Customer" and Anti-Money Laundering standards, along with provisions of the Bank Secrecy Act, the USA PATRIOT Act and other regulations. The User may be required to provide more information to allow Dalmore Group to fulfill its legal obligations.
  - d. The User was not solicited by Dalmore Group or any Company entity in connection with the sale of any Security.
  - e. Dalmore Group and its representatives may receive fees, commissions and/or other compensation as a result of the User's trading activity.
  - f. Neither Dalmore Group nor any of its representatives has offered a value of the Security to be sold through Dalmore Group.
  - g. Neither Dalmore Group nor any of its representatives has suggested that User may obtain a certain price for the Security.
  - h. Any order book services offered by Dalmore Group are limited to the "best-effort" functions associated with matching User-entered Bids and Offers.
  - i. While Dalmore Group and its affiliates have performed certain due diligence on the Issuers of the Securities being offered on the Platform, Dalmore Group and its affiliates are in no way responsible for the actions of the Issuer of the Security. Any due diligence performed by the Dalmore Group or its affiliates is not intended to be viewed as a recommendation or basis for any activity by the User on the Platform.
  - j. Dalmore Group is not a fiduciary for the User and has not offered and is not offering investment advice to the User. The User has engaged in a relationship with Dalmore Group for the exclusive purpose of trading on the Platform.
  - k. Dalmore Group does not guarantee or otherwise have responsibility for settling the trades and does not, at any time, exercise any level of control over the digital asset securities being sold or the cash being used to make the purchase
5. **Indemnification** – The User will defend, indemnify and harmless Company and its affiliates from and against any and all claims, losses, damages, and liabilities, joint or several, or actions, including shareholder actions, in respect thereof related to or arising directly or indirectly out of its: (i) services contemplated hereunder; and (ii) breaches of representations, warranties and covenants and agreements set forth in this Agreement.
6. **Rescission** - Company shall have the right, in its absolute discretion and without prior notice to the User, to rescind, reject, cancel or refuse to display any order or transaction. In such event, the Company shall have no liability to the User.
7. **Account Suspension, or Termination** - The Company, at its sole discretion and without notice, may terminate or suspend an approved User's access to the Platform. In that case, the User will no longer have access to content on the Platform such as trade history, bids, offers and User Information.
8. **Claw back** - Company shall have the right to initiate a "claw back" of any Security after the trade has settled, to correct for any technological or market irregularity resulting in an erroneous transaction. User acknowledges that this may result in funds and Securities being reconciled, removed and credited, as required, to unwind the trade.
9. **Conflicts of Interest** - Company may participate and receive compensation and fees from trades in which it is an agent for both a Buyer and a Seller. The User acknowledges and accepts this conflict of interest and waives any and all claims otherwise resulting from it.

**10. Entire Agreement** - This Agreement constitutes the entire agreement between the User and the Company regarding the subject matter hereof. This Agreement shall supersede all prior or contemporaneous written and oral agreements, communications and other understanding relating to the subject matter hereof of this Agreement.

**11. Dispute Resolution** - Any dispute, claim or controversy which may arise out of this Agreement which cannot be amicably settled between the parties shall be finally settled by binding FINRA arbitration. By accepting this Agreement, the User agrees as follows:

**(A) 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; (B) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited; (C) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings; (D) 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; (E) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry; (F) 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; (G) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement; (H) the Parties agree that all controversies that may arise among the User and Dalmore Group, LLC, a registered broker-dealer and member of FINRA/SIPC, their respective affiliates, and their respective officers, directors, employees, agents or representatives concerning any transaction or the construction, performance, or breach of this or any other agreement between the parties pertaining to securities and other property, whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. The award of the arbitrators, or the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.**

**14. Validity** - In case any term of this Agreement will be held invalid, illegal or unenforceable, in whole or in part, the validity of any of the other terms of this Agreement will not in any way be affected thereby.

**This Agreement and all other referenced terms and agreements shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors or assigns of the parties.**

**By pressing the button entitled Enable, you acknowledge and agree to the terms of referenced and contained herein.**