

## **MARKETPLACE AGREEMENT**

This Marketplace Agreement ("Agreement") by and among NPM Securities, LLC, a Delaware limited liability company, as intermediary ("Intermediary"), Nasdaq Private Market, LLC, a Delaware limited liability company, as information agent ("Information Agent" and together with Intermediary, "NPM"), and the individual or entity executing this Agreement ("Client") (Intermediary, Information Agent, and Client each a "Party" and collectively, the "Parties") is effective when executed by Client (the "Effective Date"), and supplements the NPM Terms of Use located at [www.nasdaqprivatemarket.com/terms-of-use](http://www.nasdaqprivatemarket.com/terms-of-use) (and any successor hyperlink) which are hereby incorporated by reference, and together govern the relationship between NPM and Client with respect to the products, services, and tools ("Services") offered by NPM. In the event of a conflict between a term in this Agreement and a term in the NPM Terms of Use, the term in this Agreement shall control. Capitalized terms used but not defined herein shall have the meaning ascribed to them in the NPM Terms of Use.

**WHEREAS**, NPM operates a Platform designed to bring together private companies, banks and brokers, stakeholders, and investors (together "Market Participants") to transact in one marketplace;

**WHEREAS**, NPM has access to a network of Market Participants through its Platform; and

**WHEREAS**, Client wishes to become a Market Participant, and gain access to NPM's Platform and Services.

**NOW, THEREFORE**, in consideration of the mutual promises and mutual covenants hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **SECTION 1.        Services.**

1.1     Scope of Services. NPM's Services include, as applicable, (a) provision of a password-protected website which allows Client access to certain documents and information provided by private companies ("Company(ies)") and/or selling stakeholders ("Seller(s)") and/or potential investors ("Buyer(s)"); (b) providing introductory services to connect Sellers and Buyers of certain private securities of a Company ("Securities"); (c) assisting Buyers and Sellers to buy or sell various Securities (each such purchase or sale, a "Transaction"); (d) collecting indications of interest from Buyers and Sellers, or otherwise utilizing other pricing mechanisms for certain Securities (including through Intermediary's use of its Alternative Trading System ("ATS")); (e) coordinating with (i) each Company's transfer agent to determine the preferred process by which the Transaction is conducted; and (ii) the Client to help navigate and comply with the Company's process requirements to complete the Transaction; (f) in connection with the Transaction, helping facilitate the provision of (i) a binding agreement between the Client as a Buyer or Seller and the counterparty; and (ii) a notice to the Company of the Transaction to trigger commencement of any applicable period in which the Company or its assignees and stockholders have a right of first refusal or other exercisable right ("ROFR"); and (g) subject to certain additional terms as applicable, acting as a paying agent to facilitate the transfer of funds between Buyers, Sellers, and/or their respective brokers.

1.2     Non-Circumvention. Client agrees that for a period of twelve (12) months from the date of introduction of a Market Participant to Client by NPM (such introduced Market Participant,

“Introduced Market Participant”), neither Client nor any of its agents will directly or indirectly, other than through NPM (a) contact any Introduced Market Participant or any of Introduced Market Participant’s officers, directors, shareholders, consultants, attorneys, employees, agents, or Affiliates (such parties, “Affiliated Parties”) regarding any transaction in the Securities of the Company for which the introduction was made; (b) initiate, solicit, negotiate, contract, enter into, or broker any transaction with an Introduced Market Participant or any Affiliated Parties in the Securities of the Company for which the introduction was made; or (c) otherwise seek to circumvent, bypass, avoid, or usurp the role of NPM as contemplated by this Agreement with respect to a transaction in the Securities of the Company for which the introduction was made.

### 1.3 Exclusivity.

(a) Institutional Clients. If Client is not a natural person, then the Securities offered for sale through NPM will be exclusive to NPM for thirty (30) days only if NPM facilitates the provision of a data room for review by Buyers. Client also agrees that exclusivity may apply to the extent Client submits a firm order.

(b) Individual Clients (natural persons). If Client is a natural person, then (a) the Securities offered for sale through NPM (the “Order”) will be exclusive to NPM and that Client will not post the same Order on another platform or with another broker or agent until the Transaction is cancelled or completed (the “Exclusivity Term”) and (b) the Order is firm at the time of submission and Client has committed to trade and settle upon a match with a counterparty. The Exclusivity Term will be a minimum of thirty (30) days if NPM facilitates the provision of a data room for review by Buyers (and in such case, the Exclusivity Term will persist until the expiry of the minimum day period, even if Client cancels the Order earlier).

1.4 Order Form. Details of each contemplated Transaction shall be documented in an order form (the “Order Form”). In case of a conflict between a term in the Order Form and a term in this Agreement, the term in the Order Form shall prevail.

## SECTION 2. Fee.

2.1 Fee. The fees payable to NPM by Client (the “Fee”) will vary depending on the Services being provided, and such Fee will be disclosed in advance of the Services being provided or the Fee being incurred either through the Platform or via email messaging. The Fee will be incurred upon the execution of a Stock Transfer Notice by Client and, except if Client is a Buyer, the Fee will be due and payable even if any subsequent sale is as a result of a sale to the Company or its assignees pursuant to a ROFR. For all Transactions facilitated through NPM, NPM will act as paying agent for settlement.

2.2 Fee Payment. Unless otherwise agreed between the Parties, the Fee shall be paid by Client directly out of the purchase price funds or sales proceeds, as applicable, to such account as designated in writing by NPM. If Client does not properly settle a Transaction after executing a Stock Transfer Notice, Client may be responsible for the payment of an administrative fee, as published on the Platform or communicated via email.

2.3 Conflicts. Client understands and accepts that NPM may be providing Services to one or more prospective Market Participants and receive a fee from other Market Participants in relation to the Services, including relating to the purchase or sale of Securities which are the subject matter of the Transaction contemplated by Client.

### **SECTION 3.            Responsibilities and Representations of NPM.**

#### **3.1        Responsibilities of NPM.**

(a)        Intermediary is acting as an agent of Client for the limited purpose of providing introductions to Buyers or Sellers of the Securities and will not hold itself out to any person as being an agent of the Client for any other purpose. Intermediary acknowledges and agrees that nothing in this Agreement shall require Client to execute any Transaction Documents.

(b)        NPM shall not be responsible for (i) the performance by Client of its obligations under this Agreement; (ii) the contents of the Client Information (as defined below); or (iii) any Transaction Documents. Nor shall NPM be responsible for the obligations of any Introduced Market Participant.

(c)        NPM shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness, of any notice, designation, instruction, certificate, signature, instrument, or other document which is given to NPM pursuant to this Agreement by any Market Participant and which NPM believes to be genuine and to have been signed or delivered by the proper party or parties, without the necessity of NPM verifying the truth or accuracy thereof. NPM shall not be obligated to make any inquiry as to the authority, capacity, existence, or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument, or other document.

**3.2        Representations of NPM.** NPM represents to Client as of the Effective Date hereof and on an ongoing basis during the Term of this Agreement that:

(a)        Intermediary is duly registered as a broker-dealer with the SEC and a member firm of FINRA.

(b)        Information Agent and Intermediary are entities duly organized, validly existing, and in good standing under the laws of the jurisdiction of their organization with full right, corporate, partnership, or other applicable power and authority to enter into and to provide the Services contemplated by this Agreement and otherwise to carry out their obligations hereunder.

(c)        This Agreement has been duly and validly executed and delivered and constitutes a valid and binding obligation enforceable against NPM in accordance with its terms.

(d)        The execution, delivery, and performance by NPM of this Agreement and any other documents pursuant to this Agreement to which it is a party do not and will not constitute a violation or breach of (i) any organizational documents of NPM; (ii) any agreement to which NPM is a party; or (iii) any applicable statute, law, ordinance, regulation, license, permit, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement, or rule of law of any federal, state, local, or foreign government or any agency or instrumentality thereof, including without limitation applicable securities laws ("Law") applicable to NPM's business generally.

(e)        IN THE EVENT NPM IS FOUND TO BE IN VIOLATION OF ANY PROVISION UNDER THIS SECTION 3.2, CLIENT SHALL HAVE THE RIGHT, UPON WRITTEN NOTICE TO NPM, TO TERMINATE THIS AGREEMENT. THE REMEDIES UNDER THIS SECTION 3.2(e) SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO A CLAIM UNDER THIS SECTION 3.2. NPM'S PROVISION OF THE SERVICES ARE ON AN "AS-IS" BASIS, AND OTHER THAN THE REPRESENTATIONS STATED IN THIS SECTION, NPM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY

(INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE OR PURPOSE).

#### **SECTION 4.            Responsibilities and Acknowledgments of Client.**

4.1     Investor Qualifications. When using the Services as a Buyer, Client (i) certifies that Client is an Accredited Investor or an advisor to Accredited Investors, legally capable of forming a binding contract, and that all information Client submits is accurate and truthful, and (ii) represents that Client is using the Services with the intent to make a potential investment for Client, and not with the view to sell or otherwise distribute any Securities.

4.2     Transaction Documentation. Client agrees that should a Transaction be agreed, Client will enter into and comply with the terms of (a) NPM's form Stock Transfer Notice; (b) a binding purchase or sale agreement with the counterparty to the Transaction; and/or (c) a form stock transfer or similar agreement required or preferred by the Company (collectively, the "Transaction Documents"). Client acknowledges that NPM is not a party to, nor does it have responsibilities under, the Transaction Documents.

4.3     Acknowledgements of Client. Client acknowledges that:

(a)     Client is a sophisticated investor with considerable experience in financial and business matters and has adequate information concerning the Securities, and Client is capable of evaluating the merits and risks of the purchase or sale of the Securities and of protecting Client's own interests in connection with any Transactions. Other Market Participants may be, or may recently have been, a director, executive, or other senior employee of, or in a control position in, a Company and may possess, or have access to, material non-public information regarding the Company, which Client may not have, and which such Market Participant may not disclose to Client or to Intermediary.

(b)     Intermediary may, from time to time, (i) act on behalf of other clients in respect of the Securities; (ii) help facilitate for Client and other clients the purchase or sale of the Securities; (iii) act as an agent for a buyer or seller with respect to any security; and/or (iv) perform Services for, or solicit business from, companies, where Intermediary is also helping to facilitate the purchase or sale of the Securities of the same company for Client.

(c)     Neither Intermediary nor its Affiliates are (i) passing on the merits or advisability of any Security or the purchase or sale of any Security; (ii) endorsing any Security; (iii) providing investment, legal, accounting, tax, or other advisory services either on behalf of a particular Security or an overall investment strategy or otherwise; or (iv) making any representation or recommendation, including as to the value of any Security or that any Security or strategy is suitable or appropriate to Client's unique circumstances or as to the taking of any other course of action.

(d)     Notwithstanding its role in the operation of the Platform, Intermediary, certain Affiliates, and certain third parties that provide services to the Platform, and the officers, employees, directors, and agents of such entities will not (i) act as the buyer or seller with respect to any Transaction; (ii) guarantee the terms of any Transaction; or (iii) have any liability with respect to any such Transaction, including with respect to the failure of any Transaction to be completed in accordance with its terms, except to the extent due to Intermediary's fraud, gross negligence, or willful misconduct.

(e) Client acknowledges and agrees that NPM owns all right, title, and interest in the individual and aggregated Transaction data, including without limitation data regarding bids, offers, and details of Transactions executed through the Platform, and data reflecting Clients' interactions with NPM and the Platform (including, but not limited to, general usage data) (collectively, "Market Data") and NPM has the exclusive right to use, distribute, license, and/or sell the Market Data. For the avoidance of doubt, in no event will NPM publish, disclose, or otherwise externally distribute any materials disclosing the identity of any Buyer or Seller.

(f) Federal law requires all financial institutions to obtain, verify, and record information that identifies each customer of Intermediary. Accordingly, when using the Services, Client acknowledges that Intermediary will ask Client for information that will allow Intermediary to identify Client. Client agrees to comply with all reasonable requests made by Intermediary to identify Client.

(g) NPM shall not be obliged to perform any element of the Services to the extent NPM's performance of such Services becomes illegal or contrary to any rule, regulation, or request of any regulatory authority having jurisdiction over NPM, or to the extent any other Party hereto or any Market Participant becomes subject to sanctions issued by the United States or other national or international governmental entity (any of which, a "Legal Hindrance"), and NPM shall have no liability whatsoever to any party for any failure to perform such element of the Services as a result of any Legal Hindrance.

**SECTION 5. Representations of Client.** Client hereby represents and warrants to Intermediary as of the Effective Date hereof and on an ongoing basis that:

5.1 Accuracy of Information. To the extent applicable (a) all information Client has provided to NPM or houses or uploads on the Platform (collectively, "Client Information") is, to the best of Client's knowledge, true and accurate in all material respects; (b) Client has the authorizations and permissions required to use the Client Information; (c) the provision and use of any Client Information under this Agreement does not infringe any Laws, rules, regulations, or third-party rights; and (d) there are no restrictions on Client's ability to disclose any Client Information in connection with this Agreement.

5.2 Securities Law. Client shall comply with all applicable federal securities laws, rules, and regulations thereunder, including Rule 10b-5 under the Securities Exchange Act of 1934, in connection with Client's use of the Platform, the Services, and any Transactions consummated pursuant thereto. Where Client has engaged NPM as a Seller, Client has relied on an appropriate exemption from registration under the Securities Act of 1933, as amended, for each Transaction. Client agrees that Intermediary shall not be responsible for determining that such appropriate exemption exists for Client or that any Transaction satisfies the conditions of any such exemption.

5.3 Organization; Authority. The execution, delivery, and performance by Client of this Agreement, and any other documents pursuant to this Agreement to which Client is a party, including the transfer of Securities pursuant hereto, does not and will not constitute a violation or breach of, or conflict with, (a) any organizational documents of Client, if Client is not an individual; (b) any agreement to which Client is a party; (c) any Law; (d) any contract, agreement, commitment, or instrument to which Client is a party or by which any of its assets are bound and which relates to, or imposes any restrictions upon the ability of Client to transfer the Securities; or (e) constitute an event which, with the passage of time or action by a third party, would result in any of the foregoing. This Agreement has been duly and validly executed and delivered by Client and constitutes a valid and binding obligation of Client.

5.4 Limitations. Client understands that it is engaging Intermediary solely for the purposes contemplated by the Services and that under this Agreement:

- (a) Client is not opening a brokerage account with Intermediary;
- (b) Intermediary is not obligated to, and does not undertake to, approve or review information prepared or supplied by Client, including Client Information, to the extent applicable, and Intermediary is not responsible for the validity, accuracy, or completeness of any materials prepared or provided by third parties, including other Market Participants or any service providers, if applicable;
- (c) Intermediary is not responsible for performing due diligence with respect to a Company or any materials provided by the Company or a Seller in connection with the Services, to the extent applicable; and
- (d) The Services provided by NPM or through the Platform are not provided to, and may not be used by, any person or entity in any jurisdiction where the provision or use thereof would be contrary to Law or where NPM is otherwise not authorized to provide the Platform or the Services. Some Services described on the Platform may not be available in all jurisdictions, to all Market Participants, or to Client.

## **SECTION 6. Indemnification.**

6.1 Indemnification of NPM. Client agrees to indemnify NPM, its Affiliates, and their respective employees, officers, directors, and third-party providers ("NPM Indemnitees") against, and hold each of them harmless of and from, any and all loss, liability, cost, damage, and expense, including, without limitation, reasonable external counsel fees, which the NPM Indemnitees may suffer or incur by reason of any action, Claim (defined below), or proceeding brought by a third party against the NPM Indemnitees arising out of or relating in any way to (a) Client Information; (b) the breach of any Transaction Documents; or (c) the Client's breach of this Agreement except to the extent such action, Claim, or proceeding is finally judicially determined to have resulted from such NPM Indemnitees' fraud, gross negligence or willful misconduct. Client also acknowledges and agrees that any disputes and/or disagreements that it may have with a third party relating to Client Information or any Transaction Documents, whether relating to misrepresentations, breaches of contract, or otherwise, must be addressed between the Client and the third party, as applicable.

6.2 Indemnification of Client. NPM agrees to defend Client against any Claim, demand, suit, or proceeding made or brought against such Client by a third party alleging that Client's use of the Platform in accordance with this Agreement infringes or misappropriates a third party's U.S. intellectual property rights granted as of the Effective Date, and will indemnify Client from any damages, legal and expert fees, and costs finally awarded against Client as a result of, or for amounts paid by Client under a settlement of, such Claim. The above defense and indemnification obligations do not apply to the extent a claim arises from Client Information, interoperation of the Platform with third-party products or services not expressly approved in writing by NPM, any custom modifications made to the Platform by or on behalf of Client, or Client's breach of this Agreement. If any such Claim is made, or, if in NPM's reasonable opinion, appears likely to be made, NPM may, at its sole option and cost (a) implement measures to enable Client to continue to use the Platform; (b) modify the Platform so it becomes non-infringing; or (c) replace affected data and/or functionality of the Platform with reasonably equivalent data/functionality. In the event such options are not commercially reasonable, NPM shall have the right,

upon written notice to Client, to terminate this Agreement. The remedies provided under this Section shall be the sole and exclusive remedy of Client against NPM with respect to such a Claim.

6.3 Claim. In this Section, a “Claim” means (a) a claim against NPM Indemnitees in the case where Client is the indemnitor; and (b) a claim against Client in the case where NPM is the indemnitor. Each Party’s obligation to indemnify the other Party under this Section 6 shall be conditioned on the indemnified Party (x) promptly but in any event, in a time frame that does not prejudice the rights of the indemnifying Party, providing the indemnifying Party with written notice of the Claim; (y) giving the indemnifying Party sole control of the defense and settlement of the Claim (except that the indemnifying Party may not settle any Claim without the indemnified Party’s consent unless it unconditionally releases the indemnified Party of all liability); and (z) giving the indemnifying Party all reasonable assistance, at the indemnifying Party’s expense, in the defense of the Claim.

6.4 Survival. The provisions of this Section 6 shall survive any termination of this Agreement.

## **SECTION 7. Limitations on NPM’s Liability.**

7.1 Limitations of Liability. THE TERMS OF THE RELEVANT SECTIONS OF THE NPM TERMS OF USE SHALL APPLY.

7.2 Survival. The provisions of this Section 7 shall survive any termination of this Agreement.

## **SECTION 8. Term and Termination.**

8.1 Term. This Agreement shall commence on the Effective Date and will continue until terminated in accordance with this Agreement (the “Term”).

8.2 Termination. So long as any applicable addendums have expired or been terminated, either Party may terminate this Agreement at any time provided that the terminating Party gives the other Party at least thirty (30) days written notice (email being deemed sufficient).

## **SECTION 9. Miscellaneous.**

9.1 Governing Law, Venue for Disputes, and Arbitration. The terms of the relevant Sections of the NPM Terms of Use shall apply.

9.2 Successors. This Agreement and all the terms and provisions hereof shall be binding upon and shall inure to the benefit of Client and NPM and their legal representatives, heirs, successors, and permitted assigns. No Party may assign, novate, or transfer this Agreement (including by operation of law), or any of its rights or obligations, to a third party without the prior written consent of the other Party(ies), such consent not to be unreasonably withheld, conditioned, or delayed; provided, however, that NPM shall be entitled to assign, novate, or transfer (including by operation of law) any rights or obligations, in whole or in part, to an NPM Affiliate or in connection with NPM’s reorganization, the sale of a division, product, or service of NPM, or any other business transaction of a similar nature, in each case, without the prior written consent of any other Party hereto. Any assignment in breach of this provision is void. In the event of any permitted assignment, the assigning Party shall notify the other

Party(ies) in writing promptly upon such assignment taking place, including details of the assignee's full legal name, address, and invoicing contact name and address, where relevant.

**SECTION 10.** Notices. All notices required to be given in connection with this Agreement shall be in writing and shall be deemed sufficient upon delivery, when delivered personally or by overnight courier, or electronic mail (when sent, if sent during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day), in each case to such Party at the address set forth on such Party's signature page (or to such other address as any such Party may hereafter designate by written notice to the other Party(ies)).

**SECTION 11.** Force Majeure. With the exception of Client's obligation to pay NPM any applicable Fee that is due and payable, each Party shall be excused from performance of its obligations undertaken in this Agreement to the extent and for such time period as prevented or hindered from performing by circumstances beyond its reasonable control including any act of God, fire, flood, earthquake, explosion, war, terrorist attack, government action, order or law, extreme weather, failure of communications equipment, or interruption or failure of a utility or internet service, denial of service attacks, or any other malicious act of a third party.

**SECTION 12.** Electronic Signatures. Electronic scanned copies of this Agreement will have the same legal effect as the original. Each Party agrees that a facsimile, electronic or digital signature will have the same effect as a handwritten signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**SECTION 13.** Entire Agreement. This Agreement supplements the NPM Terms of Use, and supersedes all prior understandings and agreements, whether oral or written, between the Parties hereto with respect to the subject matter hereof.

**SECTION 14.** Amendment. Intermediary may amend any term or condition of this Agreement pursuant to the following process, which amendments shall be prospectively binding on Client. Intermediary shall provide thirty (30) days' notice to Client of any proposed amendment to the Agreement in a manner consistent with other notices to Client. Any use by Client of the Services after the expiration of the thirty (30) day notice period shall be deemed acceptance by Client of the amendment. Client may not alter any terms and conditions of this Agreement, and no modification to this Agreement proposed by Client will be binding, unless in writing and manually signed by an authorized representative of each Party.

*[Signature Page Follows]*



**BY SIGNING BELOW**, Client agrees to be bound by the terms of this Agreement and, if not signing on his or her own behalf, that a duly authorized representative of Client has executed this Agreement as of the date hereof.

**Client:** John Wooten

By: \_\_\_\_\_

Name: JOHN FRANKLIN WOOTEN IV

Address for Notices: 99 wall Street #4640 4640, New York, New York  
10005, US

Email for Notices: john.wooten@blocktransfer.com