

## PEER, INC. TERMS AND CONDITIONS A. GENERAL TERMS AND CONDITIONS

1. *Acceptance of Terms.* Peer, Inc., a Washington Corporation (referred to as “Company,” “us” or “we”), provides the Company website (<http://www.peer.inc>) as well as its affiliate websites and IOS/Android mobile applications (referred to as the “Site”) to provide you with blockchain services, including the ability to buy and sell digital assets, and access to the metaverse platform (collectively referred to as “Services”), subject to your compliance with the following Terms and Conditions of Use (“Terms”), as well as any other written agreement(s) between us and you.

We reserve the right to change these Terms from time to time with or without notice to you. You acknowledge and agree that it is your responsibility to periodically review this Site and these Terms. Your continued use of this Site and Services after such modifications will constitute acknowledgement and acceptance of the modified Terms.

As used in these Terms, references to our “Affiliates” include our owners, licensees, assigns, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or contents and Services available on this Site.

BY USING THIS SITE AND SERVICES ON THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS, PLEASE EXIT THE SITE. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THIS SITE, PRODUCTS, SERVICES OR SERVICES AVAILABLE ON THIS SITE, OR THESE TERMS IS TO CEASE USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS, SERVICES OR SERVICES.

### 2. *Services.*

2.1 *Services.* Company provides users on its Site with access to blockchain services,

including the ability to buy and sell digital assets, and the metaverse platform.

2.2 *No Guarantee.* Although Company works hard to provide quality Services, you understand and acknowledge that we cannot promise or guarantee specific results from using the Services available on this Site. Company will not accept any liability for any financial losses incurred through your use of the Site.

2.3 *No Advice/Risk.* You understand that we are not providing any tax, legal, trading, financial, or investment advice of any kind. We are not responsible for any decisions you make and you understand that there is substantial risk of losing money involved with digital assets. You must seek professional advice to determine your personal situation and whether digital assets are appropriate for you.

2.4 *Temporary Interruptions.* You understand and agree that temporary interruptions of the Site may occur as normal events that are out of our control and may make the Site unavailable or inoperable for any reason, including but not limited to as a result of malfunctions, server failure, network issues, maintenance procedures, upgrades and modifications, network attacks, or

reasons beyond the control of the Company or that were not reasonably foreseeable by the Company. You also understand and agree that we have no control over the third-party networks or service(s) that we may use to provide you with Services. You agree that the Services available on this Site are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery or failure to store any user communications or personalization settings.

*2.5 Modifications.* You understand that Company may discontinue certain services provided on our Site or modify its content or materials without any notice.

### *3. Payment.*

*3.1 Fees and Costs.* If you choose to purchase one or more of the Services provided on our Site, you agree to pay all fees associated with the Services. You agree to provide us with accurate and complete billing information, including valid credit card information, bank account information, video recordings, your name, address and telephone number.

*3.2 Taxes.* You understand that you may be responsible for taxes as a result of your transactions on our Site. It is your responsibility to consult with tax advisers and determine what taxes, if any, you may owe.

### *4. Third-Party Websites.*

*4.1 Third-Party Sites and Information.* This Site may redirect or link to other websites on the Internet, or may otherwise include references to information, products or services made available by unaffiliated third parties. While we make every effort to work with trusted, reputable providers, from time to time such sites may contain information, material or policies that some may find inappropriate or personally objectionable. You understand that we are not responsible for the accuracy, completeness, decency or legality of content hosted by third party websites, nor are we responsible for errors or omissions in any references made on those websites. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with the Site or party by us, or any warranty of any kind, either express or implied.

### *5. Company Intellectual Property.*

*5.1 Content.* For purposes of these Terms, “Company Content” is defined as any information, communications, software, published works, text, photos, audio, video, logos, graphics, music, sounds, or other forms of data or communication that can be accessed by users on our Site and is owned by Company or its Affiliates. The Company Content is not intended to be used as advice of any kind.

*5.2 Ownership of Content.* By accepting these Terms, you agree that all Company Content presented to you on this Site, including custom graphics, icons, logos, and service names, are protected by any and all intellectual property and/or other proprietary rights available within the United States and is the sole property of Company or its Affiliates.

## 6. *Privacy & Security.*

6.1 *Login Required.* In order to access some of the Services on this Site you may be asked to set up an account and password. Our account registration page requests certain personal information from you (“Registration Info”). You will have the ability to maintain and periodically update your Registration Info as you see fit. By registering, you agree that all information provided by you as Registration Info is true and accurate and that you will maintain and update this information as required in order to keep it current, complete and accurate.

6.2 *Passwords and Security.* If you register for an account on the Site, you agree that you are responsible for maintaining the security and confidentiality of your password, and that you are fully responsible for all activities or charges that are incurred under your account. You must take reasonable steps to ensure that others do not gain access to your password and account. You understand that the Company will bear no responsibility for any unauthorized use or breach of your account.

6.3 *Privacy Policy.* The privacy policy posted at <https://peer.inc> is part of these Terms. You have reviewed our privacy policy and agree to how personal and other information that we receive or collect about you is treated.

## 7. *Information.*

7.1 *Your Information.* Any information you provide, including submission of your video, will be subject to our Privacy Policy. You agree to provide accurate information including but not limited to name, address, date of birth, bank account information, taxpayer identification number, Registration Info, and data you provide on the Site. You authorize us to verify your identity through our Company or a third-party company if we find it necessary.

### 7.2

following:

*Prohibited Activities.* You understand and agree that you will not do any of the

1. 7.2.1 Attempt to hack or break any security mechanism on any of the Company’s Site or pose a security threat or risk to other users of the Site;
2. 7.2.2 Use the Site for any illegal purpose or in a way that violates the law or violates, infringes, or misappropriates the intellectual property rights of Company, any user, or third party;
3. 7.2.3 Violate any user or third party’s rights, including any breach of privacy right or right of publicity;
4. 7.2.4 Distribute, share or facilitate the distribution or sharing of unauthorized data, malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code;
1. 7.2.5 Post or send video recordings of anyone other than yourself;
2. 7.2.6 Post or send any promotional or unsolicited advertisement or materials;

3. 7.2.7 Post or send anything that is defamatory, offensive, unlawful, discriminatory, violent, inaccurate, or in any way inappropriate;
4. 7.2.8 Utilize the Site or Services for any purpose other than its intended purpose;
5. 7.2.9 Offer others access to your account in exchange for any compensation;
6. 7.2.10 Copy, transfer, or transmit Company Content or any credentials provided by the Company to any third-party or for any commercial use; and
7. 7.2.11 Violate any applicable law.

## 8. *License*

8.1 *Company's License to You.* The Company grants you with a non-exclusive, non-transferable and limited personal license to access and use the Site and Services. Your use of the Site is at your own risk, including the risk that you might be exposed to content that is offensive, indecent, inaccurate, objectionable, incomplete, fails to provide adequate warning about potential risks or hazards, or is otherwise inappropriate. This license is conditioned on your continued compliance with these Terms.

## 9. *Disclaimer.*

YOUR USE OF THIS SITE, INCLUDING TRADING AND INVESTING IS ENTIRELY AT YOUR SOLE RISK. THIS SITE IS PROVIDED BY COMPANY ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS WITH THE EXPRESS UNDERSTANDING THAT THE COMPANY MAY NOT MONITOR, CONTROL, OR VET USER CONTENT OR THIRD PARTY CONTENT. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. COMPANY MAKES NO WARRANTY THAT (i) THIS SITE WILL MEET YOUR REQUIREMENTS, (ii) THAT OPERATION OF THIS SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS-FREE, OR ERROR-FREE, OR (iii) THE INFORMATION OR CONTENT THAT MAY BE STORED, POSTED, SHARED, OR OBTAINED FROM USERS OF OUR SERVICES OR SITE WILL BE ACCURATE, LEGAL, OR RELIABLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, OR THROUGH THIS SITE SHALL CREATE ANY WARRANTY REGARDING THIS SITE NOT EXPRESSLY STATED IN THESE TERMS.

THIS SITE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE CONTENT AND SERVICES AT THIS SITE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY SERVICES LISTED HEREIN, AT ANY TIME WITHOUT NOTICE. THE CONTENT OR SERVICES AVAILABLE AT THIS SITE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE SUCH CONTENT OR PRODUCTS.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY CONTENT THROUGH THIS SITE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH A THIRD PARTY, OR IN CONNECTION WITH THIS SITE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY SERVICES OR CONTENT AVAILABLE ON OR THROUGH THIS SITE FROM A THIRD PARTY IS PROVIDED SOLELY BY SUCH THIRD PARTY, AND NOT BY US OR ANY OTHER OF OUR AFFILIATES.

WE RESERVE THE SOLE RIGHT TO EITHER MODIFY OR DISCONTINUE THE SITE, INCLUDING ANY SERVICES OR FEATURES THEREIN, AT ANY TIME WITH OR WITHOUT NOTICE TO YOU. WE SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY SHOULD WE EXERCISE SUCH RIGHT. MODIFICATIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, CHANGES IN THE PRICING STRUCTURE, THE ADDITION OF FREE OR FEE-BASED SERVICES, OR CHANGES TO LIMITATIONS ON ALLOWABLE CONTENT, FILE SIZES OR FILE TYPES. ANY NEW FEATURES THAT AUGMENT OR ENHANCE THE THEN-CURRENT SERVICES ON THIS SITE SHALL ALSO BE SUBJECT TO THESE TERMS OF USE.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

10. *Limitation of Liability and Indemnification.* You hereby agree to indemnify, defend, and hold the Company and its officers, agents, directors, employees, independent contractors, consultants, affiliates and successors harmless from any and all liability, losses, claims, costs, damages, demand, penalties, or other expenses (including attorneys' fees and other legal expenses) ("Liabilities") occasioned by any real or potential claim, demand or action (whether or not meritorious) which arises out of any of the following: (1) the rights granted or services performed by the Company to you under these Terms; (2) a breach of these Terms by you; (3) conduct of other users of this Site; (4) your access to the Site or any Content you post or transmit through our Services; (5) the alleged or actual infringement or misappropriation of any intellectual property by you or the your representatives; (6) your violation of any law, rule, ordinance, statute; or (7) pertaining to any warranty or representation made by the Company under these Terms. You shall promptly reimburse the Company, on demand, for any and all Liabilities made or incurred by the Company to which this indemnity applies.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER,

INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFIT LOSS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THIS SITE OR OF ANY WEBSITE REFERENCED OR LINKED TO FROM THIS SITE.

FURTHER, WE SHALL NOT BE LIABLE IN ANY WAY FOR THIRD PARTY PROMISES REGARDING OUR SERVICES OR CONTENT OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS WITH THE THIRD PARTY THROUGH THIS SITE.

SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. PLEASE CONSULT THE LAWS IN YOUR JURISDICTION.

YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD US AND OUR AFFILIATES HARMLESS FROM ALL LIABILITIES, CLAIMS, AND EXPENSES, INCLUDING ATTORNEYS' FEES THAT MAY ARISE FROM YOUR USE OR MISUSE OF THIS SITE. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE WITH US IN ASSERTING ANY AVAILABLE DEFENSES.

## *11. Termination of Use.*

*11.1 Grounds for Termination.* You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Site, including your files and data, with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to this Site, and reporting you to the proper authorities, if necessary. You further understand that we may suspend or cancel any pending transactions, if we deem it necessary, without disclosing you with details of the Company's decision.

*11.2 Transfer of Funds.* Upon termination and regardless of the reason(s) motivating such termination, your right to use the Services available on this Site will immediately cease, with the exception of the ability to transfer your funds within Thirty (30) days. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Sections 1, 3-6 and 9-11 of these Terms, as well as your liability for any unpaid fees, shall survive any termination.

## *12. Miscellaneous Provisions.*

*12.1 International Use.* Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States. Those who choose to access this Site from other locations do so on their own initiative and at their own risk. If you choose to access this Site from outside the United States, you are responsible for compliance with local laws in your jurisdiction, including but not limited

to, the taxation of products purchased over the Internet. Any offer for any product, Service, and/or information made in connection with this Site is void where prohibited.

**12.2 *Governing Law.*** This Site (excluding any Third Party websites) is controlled by us from our offices in the State of Washington, and the statutes and laws of the State of Washington shall be controlling, without regard to the conflicts of laws principles thereof. You agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of King County, Washington or the U.S. District Court for King County, Washington with respect to such matters controlled by that court.

**12.3 *Relationship of the Parties.*** Nothing contained in these Terms shall constitute you and the Company as partners, joint venturers, or either agents, servants or employees of one another, any such intent being hereby expressly disclaimed.

**12.4 *Severability.*** If all or part of any term or condition of these Terms, or the application of any term or condition of these Terms, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of these Terms (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of these Terms, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

**12.5 *Waiver.*** Any delay or failure by the Company to insist upon strict performance of any obligation under these Terms or to exercise any right or remedy provided under these Terms shall not be a waiver of the Company's right to demand strict compliance in the future, irrespective of the length of time for which the delay or failure continues. No term or condition of these Terms shall be waived and no breach excused unless the waiver or excuse of a breach has been put in writing and signed by the party claimed to have waived or excused. No consent or waiver to or of any right, remedy, or breach shall constitute a consent or waiver to or of any other right, remedy, or breach in the performance of the same obligation or any other obligation under these Terms.

**12.6 *Assignment.*** Company may transfer, assign, or delegate its rights or obligations hereunder without the written consent of the other party.

**12.7 *Headings.*** Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section or in any way affect these Terms.

**12.8 *Entire Agreement.*** These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms may not be altered, supplemented, or amended by the use of any other document(s). To the extent that anything in or associated with this Site is in conflict or inconsistent with these Terms, these Terms shall take precedence.

## **B. OFFER AND SPECIFIC TERMS AND CONDITIONS**

ALTHOUGH THESE TERMS AND CONDITIONS CONTAIN SOME REFERENCES TO THE SALE OF SECURITIES, THESE TERMS AND CONDITIONS DO NOT CONSTITUTE ANY OFFERING, AND ARE SET FORTH HERE NOT AS A SUBSTITUTE TO ANY OFFERING.

THE SITE AND ITS CONTENTS DO NOT CONSTITUTE AN OFFER TO SELL OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES. AN INVESTMENT IN SECURITIES IS HIGHLY SPECULATIVE. THUS, PROSPECTIVE INVESTORS SHOULD CAREFULLY REVIEW AND CONSIDER THE MATTERS DESCRIBED WITHIN ANY OFFERING AND ALL FORMS AND EXHIBITS THERETO. THE COMPANY DISCLAIMS ANY AND ALL LIABILITIES FROM REPRESENTATIONS OR WARRANTIES EXPRESSED OR IMPLIED, CONTAINED IN, OR OMISSIONS FROM, ANY MEMORANDUM, OR ANY OTHER WRITTEN OR ORAL COMMUNICATION TRANSMITTED OR MADE AVAILABLE TO THE RECIPIENT.

THE PURCHASE OF SECURITIES INVOLVES A HIGH DEGREE OF RISK INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE RISKS DESCRIBED WITHIN AN OFFERING. BEFORE SUBSCRIBING FOR SECURITIES, EACH INVESTOR SHOULD CONSIDER CAREFULLY THE GENERAL INVESTMENT RISKS ENUMERATED WITHIN THE OFFERING AND ALL RISK FACTORS, AS WELL AS THE OTHER INFORMATION CONTAINED IN THE OFFERING.

SECURITIES REFERRED TO WITHIN THE SITE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED; OR APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION; OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE; AND ARE OFFERED PURSUANT TO THE EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION CONTAINED IN SECTION 4(2) OF AND REGULATION D UNDER SUCH 1933 ACT AND SUCH STATE EXEMPTIONS. NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY SUCH STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF ANY OFFERING OF SUCH SECURITIES.

EACH INVESTOR MUST HAVE SUCH KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT SUCH INVESTOR IS CAPABLE OF EVALUATING THE MERITS AND RISKS OF THE INVESTMENT AND MUST BE ABLE TO BEAR THE ECONOMIC RISKS OF THE INVESTMENT.

SECURITIES ARE SPECULATIVE AND RISKY. INVESTORS MUST BE PREPARED TO BEAR THE ECONOMIC RISK OF THEIR INVESTMENT FOR AN INDEFINITE TIME PERIOD AND MUST BE ABLE TO WITHSTAND A TOTAL LOSS OF THEIR INVESTMENT. SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY



AND RESALE IN THE UNITED STATES AND MAY BE TRANSFERRED OR RESOLD ONLY IF EFFECTIVELY REGISTERED WITH THE SEC UNDER THE SECURITIES ACT AND WITH ANY STATE AND FOREIGN JURISDICTION WHOSE SECURITIES LAWS APPLY, OR UNDER AN EXEMPTION FROM REGISTRATION THAT MAY BE AVAILABLE UNDER THOSE LAWS. IF A HOLDER WISHES TO TRANSFER OR SELL SECURITIES UNDER AN EXEMPTION UNDER APPLICABLE SECURITIES LAWS, THE HOLDER MUST PROVIDE TO THE COMPANY AN ATTORNEY'S OPINION ACCEPTABLE TO THE COMPANY THAT STATES THE REASONS WHY AN EXEMPTION FROM REGISTRATION IS AVAILABLE. HEDGING TRANSACTIONS INVOLVING THESE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE U.S. SECURITIES ACT AND ALL OTHER APPLICABLE LAWS.

ANY SECURITIES OFFERED ARE OFFERED ONLY TO ACCREDITED INVESTORS WHO HAVE THE QUALIFICATIONS NECESSARY TO PERMIT THE SECURITIES TO BE OFFERED AND SOLD IN RELIANCE UPON SUCH EXEMPTIONS, AND WHO MEET THE SUITABILITY STANDARDS SET FORTH BY THE COMPANY.

A PURCHASER OF SECURITIES MUST CONTINUE TO BEAR THE ECONOMIC RISK OF THE INVESTMENT FOR AN INDEFINITE PERIOD BECAUSE SHARES ARE NOT TRANSFERABLE WITHOUT THE CONSENT OF THE COMPANY, HAVE NOT BEEN SO REGISTERED OR QUALIFIED AND ARE SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO SUCH 1933 ACT AND SUCH STATE SECURITY LAW. SECURITIES CANNOT BE SOLD UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER SUCH 1933 ACT AND QUALIFIED UNDER SUCH STATE SECURITY LAW OR EXEMPTIONS FROM SUCH REGISTRATION AND QUALIFICATION ARE AVAILABLE AND CERTAIN CONDITIONS ARE MET. NO MARKET FOR SECURITIES CAN BE EXPECTED TO DEVELOP.

THE COMPANY RESERVES THE RIGHT, IN ITS EXCLUSIVE DISCRETION, TO ACCEPT OR REJECT ANY SUBSCRIPTIONS TO PURCHASE SECURITIES.

TERMS AND CONDITIONS OF ANY OFFERING OF SECURITIES, THE RIGHTS, PREFERENCES, PRIVILEGES AND RESTRICTIONS OF SECURITIES AND THE RIGHTS AND LIABILITIES OF THE COMPANY, THE FOUNDERS AND THE INVESTORS WILL BE GOVERNED BY THE SUBSCRIPTION AGREEMENT(S) BETWEEN EACH INVESTOR, AND THE FORMS AND EXHIBITS RELATED THERETO, AND THE DESCRIPTION OF ANY SUCH MATTERS IN THE TEXT OF ANY OFFERING MEMORANDUM IS SUBJECT TO AND QUALIFIED IN ITS ENTIRETY BY REFERENCE TO SUCH FORMS AND EXHIBITS. ANY OFFERING MEMORANDUM, WHICH INCLUDES ALL OF THE EXHIBITS THERETO, SHOULD BE REVIEWED CAREFULLY BY EACH OFFEREE AND EACH OFFEREE'S LEGAL, ACCOUNTING AND TAX ADVISERS PRIOR TO MAKING ANY DECISIONS CONCERNING AN INVESTMENT IN THE COMPANY.

ALL PERSONS CONSIDERING AN INVESTMENT IN THE COMPANY ARE URGED TO CONSULT WITH THEIR OWN TAX ADVISORS AS TO THE SPECIFIC FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES TO THEM OF SUCH INVESTMENT.