

FundAmerica

Securities Agreement

To effect the securities transactions you are making, even though “self-directed”, you are hereby appointing FundAmerica Securities, LLC (“FundAmerica”, “us”, “our”, “we”, “Firm”) as your accommodating broker. FundAmerica is a SEC registered, FINRA member, SIPC insured broker-dealer that is registered in your state of residence. We specialize in effecting self-directed securities transactions. We do not and will not reach out to you to suggest, advise or recommend any securities (in other words, no sales people will bug you, ever). This Agreement (“Agreement”) governs all aspects of your relationship with FundAmerica. **YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AS FOLLOWS:**

1. True and Accurate Information; Ownership

You certify and represent that all information you provided in your investing details (meaning the name and title in which your securities are recorded on the books and records of the issuer(s) and their designated transfer agent, if any and statement of accreditation are all true, complete, current and accurate and that FundAmerica may rely on these statements and the self-attestations and representations that you made. You agree to indemnify and hold FundAmerica and our affiliates harmless from and against any and all loss, liability, cost, damage, charge, expense or fee (including attorneys’ fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, “losses”) arising out of or relating to your failure to provide true, current, complete and/or accurate information.

2. Fiduciary Accounts

FundAmerica does not review any action or inaction of a Fiduciary with respect to any transaction(s) therein and we are not responsible for determining whether a Fiduciary's action or inaction satisfies the standard of care applicable to such Fiduciary's handling of a transaction. FundAmerica is not responsible for determining the validity of a person or entity's status or capacity to serve as a Fiduciary.

3. Self-Directed Transactions

Your transactions which FundAmerica executes on your behalf are "self-directed", which means that we execute securities transactions only upon your request and at your direction; you make all investment decisions. As a self-directed investor, you assume full, complete and sole responsibility for each and every transaction you order and for your investment strategies and decisions. You understand and agree that FundAmerica and our affiliates will have no rights to or liability whatsoever for the results, including any gains or losses, of your investment strategies and decisions.

4. No Advice

FundAmerica does not and will not provide you with any investment, legal, tax, estate planning or accounting advice or securities recommendations. FundAmerica does not and will not provide you with any advice or recommendations regarding the suitability, profitability or appropriateness for you of any security, investment, financial product, investment strategy or other matter. You acknowledge that FundAmerica employees are not authorized to give any advice or make any recommendations and you agree that you will not consider any communications to be investment advice from FundAmerica or any of our officers, directors, employees or agents and in no event will any communication be construed or interpreted by

you or any other person as advice or as a recommendation that you buy, sell or hold any particular security or pursue any particular investment strategy. You also acknowledge that FundAmerica neither had any role in creating and/or drafting, and assumes absolutely no responsibility for nor guarantees the accuracy, completeness or usefulness of information, commentary, research, statistics, marketing materials, advertisements, information posted to issuer websites and/or other websites, press or media announcements, opinions, offering documents, prospectuses, private placement memorandums, offering disclosures or other materials that you may review and ultimately rely on in making your decisions, by or through any means including but not limited to websites (e.g. platforms), emails, and social media, regarding any offering of securities, whether original issuance or secondary market. If you choose to rely on such information you accept and unconditionally agree that you do so solely at your own risk. That FundAmerica or its employees or representatives may have had an opportunity to see or review such materials, even if we have been alerted to potential problems with them, does not in any way imply that we have vetted or endorsed the securities, nor does it constitute any form of a recommendation or advice, and you agree that FundAmerica is under absolutely no obligation to communicate, disseminate or proactively undertake any examination of such securities or materials, nor to warn, alert or prevent you or anyone else from making decisions to purchase or sell any securities. That at times we may initiate actions regarding such information does not in any way imply that we will always do so, nor modify this Agreement such that it could be interpreted that we accept any liability or responsibility for doing so for any other securities or even for those same securities at other times.

5. Responsibility for Orders

All orders for the purchase and sale of securities are originated, directed and/or authorized by you and executed in reliance on your

representation, action and promise that an actual purchase or sale is intended. You understand FundAmerica may at any time, in our sole discretion and without prior notice to you, prohibit or restrict your ability to purchase or sell securities. In no event will FundAmerica be obligated to effect any transaction we believe, in our sole and arbitrary discretion, even if unverified and without involving legal counsel, that such transaction *may* in any way violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body; and when and where we decline to effect any transaction we are under no obligation to inform you or any other person of such declination, nor to provide any reason or substantiation for such declination, and will not be held responsible for any problems with such declination including but not limited to lost opportunities, lost profits, lost participation interests, or other lost or forgone benefits that you or others might otherwise have received had the effecting of the transaction(s) not been declined by us.

6. Liquidity of Private and Non-Exchange Traded Securities

You hereby represent and warrant that you understand that investments in the equity or debt securities of private and/or non-exchange traded securities are generally illiquid and that you may not be able to sell them and may have to hold them indefinitely. You also understand that investments in the equity and/or debt securities of such private and/or non-exchange listed companies are risky and you may lose some or all of you principal, as well as any expected returns or benefits, and that you are both aware of the risks and prepared and capable of sustaining any and all losses, including the loss of your entire investment.

7. Due Diligence

You hereby represent and warrant that you have conducted your own due diligence on all securities that you are investing in, you are satisfied with your due diligence, and you are not relying on any due diligence efforts of FundAmerica. That FundAmerica may have undertaken or engaged in some due diligence tasks, such as running OFAC checks on or requesting documents from the issuer or performing a cursory review of offering materials and disclosures, this shall not constitute or be interpreted to mean that FundAmerica has performed any meaningful, professional due diligence upon which any investor may rely, including you, and we make absolutely no warranty's or representations regarding the accuracy, adequacy or completeness of any such activities we perform, if we perform any. Rather, as your investments are self-directed and not solicited or recommended by FundAmerica; you agree to perform for yourself all of the due diligence on each investment you make and rely exclusively on your own efforts. FundAmerica has not made any recommendations nor provided you with any due diligence materials or investment advice on any transaction or security. You are making self-directed investments which FundAmerica is processing as the accommodating securities broker on your behalf. You agree never to hold FundAmerica, its affiliates, officers, directors, employees, contractors or agents responsible, accountable or in any way liable for any losses or problems, even when a loss occurs as a result of fraud or other malfeasance by third parties which you or others believe may have been reasonably discernable by us.

8. Risk Profile of Investments

The SEC and other regulators, as well as common sense, generally deem all private and non-exchange traded securities to be "high risk". As such, you hereby represent and warrant that you are fully informed and aware of the risks of investing in these types of securities and will be held solely and exclusively accountable for the decisions and choices you make. Furthermore, you hereby represent and warrant that

you understand that the risk profile of such securities means that you may lose some or all of your principal, as well as never realize part or all of the returns you anticipated, and that you are both comfortable with and capable of bearing and sustaining such losses without recourse. No securities effected through FundAmerica are in any way insured, guaranteed or without risk.

9. No Legal, Tax or Accounting Advice

You agree without reservation that FundAmerica has not, does not and will not provide any legal, tax or accounting advice in any way, nor on any matter, regardless of the tone or content of any communication (oral, written or otherwise). You unconditionally agree to rely solely on your legal, tax and accounting professionals for any such advice and on all matters.

10. LIMITATIONS OF LIABILITY

1. Disclaimer of Consequential Damages

YOU HEREBY ACKNOWLEDGE AND AGREE, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THAT FUNDAMERICA WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO ANY TRANSACTION CONTEMPLATED, ATTEMPTED OR EXECUTED UNDER THIS AGREEMENT, INCLUDING FAILURES TO EXECUTE, FOR YOU, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRINCIPAL, OR OTHER LOSSES OF ANY TYPE, INCLUDING BUT NOT LIMITED TO ECONOMIC, PHYSICAL, SOCIAL AND/OR PSYCHOLOGICAL, REGARDLESS

**OF WHETHER OR NOT APPRISED OF THE
LIKELIHOOD OF SUCH DAMAGES OCCURRING
AND EVEN IF SUCH EVENTS COULD HAVE BEEN
REASONABLY FORESEEN OR PREVENTED BY
FUNDAMERICA.**

2. Cap on Liability

**YOU HEREBY ACKNOWLEDGE AND AGREE THAT
UNDER NO CIRCUMSTANCES WILL
FUNDAMERICA'S TOTAL LIABILITY OF ALL
KINDS ARISING OUT OF OR RELATED TO THIS
AGREEMENT (INCLUDING BUT NOT LIMITED TO
WARRANTY CLAIMS), REGARDLESS OF THE
FORM AND REGARDLESS OF WHETHER ANY
ACTION OR CLAIM IS BASED ON CONTRACT,
TORT, OR OTHERWISE, EXCEED THE TOTAL
AMOUNT OF FEES PAID, IF ANY, DIRECTLY AND
INDIVIDUALLY BY YOU TO FUNDAMERICA
UNDER THIS AGREEMENT DURING THE 12
MONTHS PERIOD PRIOR TO THE OCCURRENCE
OF THE EVENT GIVING RISE TO SUCH LIABILITY.**

3. General Indemnification

**You hereby agree to indemnify, protect, defend and hold
harmless FundAmerica and our officers, directors,
members, shareholders, employees, agents, partners,
vendors, successors, assigns and related parties (which
include FundAmerica Stock Transfer, LLC, FundAmerica
Technologies, LLC and any other affiliate's), from and
against any and all third party claims, demands,
obligations, losses, liabilities, damages, recoveries and
deficiencies (including interest, penalties and reasonable
attorneys' fees, costs and expenses), which FundAmerica
may suffer as a result of: (a) any breach of or material**

inaccuracy in the representations and warranties, or breach, non-fulfillment or default in the performance of any of the conditions, covenants and agreements, by you contained in this Agreement or in any certificate or document delivered by you or your agents pursuant to any of the provisions of this Agreement, or (b) any obligation which is expressly the responsibility of you under this Agreement, or (c) any other cost, claim or liability arising out of or relating to the rights and privileges granted or obligations incurred (including performance obligations) hereunder. Any amount due under the aforesaid indemnity will be due and payable by you within thirty (30) days after demand thereof. Furthermore, you shall protect, hold harmless and indemnify FundAmerica and our officers, directors, members, shareholders, employees, agents, partners, vendors, successors and assigns from and against any and all liability related to your activities, actions and inactions related to your transactions and this Agreement.

4. Disclaimer of Liability

You understand and agree that FundAmerica and our affiliates will not be liable to you or to any third parties, or have any responsibility whatsoever for: a. any losses arising out of or relating to a cause over which FundAmerica or our affiliates did not have direct control, including the failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, unauthorized access, theft, operator errors, government restrictions, force majeure (e.g., earthquake, flood, severe or extraordinary weather conditions, natural disasters or other act of God, fire, acts of war, terrorist attacks, insurrection, riot, strikes, labor disputes or similar problems, accident, action of

government, communications, system or power failures and equipment or software malfunction), regulatory, exchange or market rulings; or, b. any special, indirect, incidental or consequential damages (including lost profits, trading losses and damages) that you may incur in connection with your activities transacted through FundAmerica under this Agreement.

11. Privacy Policy

Incorporated herein by this reference, this Agreement shall be subject to the most current, then in effect, FundAmerica Privacy Policy, as available via a link at the bottom of the www.fundamerica.com website.. In the event of any conflict between any terms or provisions of those notices and the terms and provisions of this Agreement, the applicable terms and provisions of this Agreement shall control.

12. Severability, Waiver and Effectiveness

If any provision of this Agreement is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that determination will not affect the validity of the remaining provisions of this Agreement.

13. Non-Waiver

FundAmerica' failure to insist on strict compliance with this Agreement or any other course of conduct on our part will not be deemed a waiver of FundAmerica' rights under this Agreement.

14. Successors

This Agreement will pass to the benefit of FundAmerica and our successors, assigns and agents. In addition, you hereby agree that this Agreement and all the terms hereof will be binding on your heirs,

executors, administrators, personal representatives, successors, assigns and agents.

15. Headings

You agree that any headings, captions, and subtitles used in this Agreement are for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such section. They are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

16. Entire Understanding; Assignment

This Agreement contains the entire understanding between FundAmerica and you. FundAmerica may assign our rights and duties under this Agreement to any of our successors, subsidiaries or affiliates without giving you notice, or to any other entity upon three days prior written notice to you, delivered by email (see Notices section, below). You may not assign the rights and obligations under this Agreement without first obtaining the prior written consent of FundAmerica. Any purported assignment in violation of this Agreement will be void.

17. Force Majeure

No party will be liable for any default or delay in performance of any of our obligations under this Agreement if such default or delay is caused, directly or indirectly, by fire, flood, earthquake or other acts of God; labor disputes, strikes or lockouts; wars, rebellions or revolutions; riots or civil disorder; accidents or unavoidable casualties; interruptions in transportation or communications facilities or delays in transit or communication; acts of regulators; acts of auditors; acts of legal authorities; supply shortages or the failure of any person to perform any commitment to such party related to this Agreement; or

any other cause, whether similar or dissimilar to those expressly enumerated in this Section beyond such party's reasonable control.

18. Language

It is expressly agreed that it is the will of all parties, including you and us that this Agreement and other communications, if any, have been and will in the future be drawn up and presented in English.

FundAmerica makes no efforts to translate any materials into any other language, and you agree that we shall not be held liable for any parties' efforts to translate our documents or information.

19. Binding Arbitration, Applicable Law and Venue, Attorneys Fees

You agree that this Agreement is governed by, and will be interpreted and enforced in accordance with, the laws of the State of New York, without regard to principles of conflict of laws.

You agree that any controversy, dispute, claim or grievance between you and us, including any of our affiliates, or our or their shareholders, officers, directors, employees, associates or agents, and you or, if applicable, your shareholders, officers directors, employees, associates or agents, arising out of, or relating to, this Agreement, or any service provided by us, including transactions of any kind made on your behalf through us, shall be resolved by Financial Industry Regulatory Authority (FINRA) arbitration, in accordance with FINRA's Code of Arbitration Procedure. If you are not a resident of the U.S. at the time a controversy subject to arbitration arises, you agree that any arbitration hearing shall be held in New York City, New York; you consent to the personal jurisdiction of all courts located in the State of New York for purposes of enforcing this arbitration agreement and any arbitration award; and you agree that any arbitration proceeding shall be conducted in the English language. If any party unsuccessfully resists confirmation or enforcement of an arbitration award rendered

under this agreement, then all costs, attorneys' fees, and expenses incurred by the other party or parties in confirming or enforcing the award shall be fully assessed against and paid by the party resisting confirmation or enforcement of the award. This agreement contains a pre-dispute arbitration clause. By signing this Agreement the parties agree as follows:

1. 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.
2. Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
3. The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
4. 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.
5. The panel of arbitrators may include a minority of arbitrators who were or are affiliated with the securities industry.
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.

No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute 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; or (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.

You hereby consent to this method of dispute resolution, as well as jurisdiction and waive any right you may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable attorney's fees, and the decision of the arbitrator shall be final, binding and enforceable in any court.

20. Electronic Signature and Communications Notice and Consent

1. Notice

Digital ("electronic") signatures, often referred to as an "e-signature", enable paperless contracts and help speed up business transactions. The 2001 E-Sign Act was meant to ease the adoption of electronic signatures. You hereby agree and consent that your intentional action in electronically signing this Agreement by clicking the "I AGREE" checkbox is the legal equivalent of your manually signing this Agreement and you will be legally bound by its terms and conditions. The use of an electronic version of any documents or communications satisfies any requirement that they be provided to you in writing. You are solely responsible for reviewing and understanding all of the terms and conditions of this Agreement and any current or future documents. You hereby consent and agree that electronically signing this Agreement constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no

certification authority or other third party verification is necessary to validate any electronic signature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your signature or resulting contract between you and FundAmerica. You understand and agree that your e-signature executed in conjunction with the electronic submission of this Agreement shall be legally binding. Furthermore, you agree that all current and future notices, confirmations and other communications regarding this Agreement specifically, and your transactions in general will be made by email, sent to the email address of record as provided by you to us when ordering a transaction, without necessity of confirmation of receipt, delivery or reading, and such form of electronic communication is sufficient for all matters regarding the relationship between the parties. If any such electronically-sent communication fails to be received for any reason, including but not limited to such communications being diverted to the recipients' spam filters, or by errors or policies of the recipients email service provider, or due to a recipients' change of address, or due to technology issues by the recipients' service provider, you agree that the burden of such failure to receive is on you as the recipient, and not FundAmerica as the sender, and that the sender is under no obligation to resend communications via any other means, including but not limited to postal service or overnight courier, and that such communications shall for all purposes, including legal and regulatory, be deemed to have been delivered and received. No physical, paper documents will be sent to you, and if you desire physical documents then you agree to be satisfied by directly and personally printing, at your own expense, the electronically-sent communication(s)

and maintaining such physical records in any manner or form that you desire.

2. Your Consent is Hereby Given

By signing this Agreement electronically, you explicitly agree to this Agreement, including binding arbitration provisions provided herein, and to receive all communications and documents electronically. You agree that you may revoke your consent to receive electronic communications only by terminating your relationship with FundAmerica pursuant to the provisions contained in this Agreement. Your revocation of consent will in no way affect the legal effectiveness or validity of this Agreement or of any electronic communication provided while your consent was in effect.

3. Costs

Potential costs associated with electronic delivery of electronic communications include, but are not limited to charges from internet service providers. All costs are exclusively borne by you. FundAmerica does not charge any fees for electronic communications, nor does it reimburse any costs related thereto.

21. Notices

All notices permitted or required by this Agreement will be via email, and will be deemed to have been delivered and received upon sending via any nationally recognized and trusted SMTP delivery service. Notices shall be delivered to the address on record which, if to FundAmerica shall be customerservice@fundamericasecurities.com, if to you shall be to the email address you provided when you made the securities transaction.

22. Amendment, Alteration or Modification

This Agreement may be amended, altered or modified only by an instrument in writing specifying such amendment, alteration or modification, which is executed by both parties. In the event that any provision of this Agreement shall be held by a court, arbitral or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible by applicable law and the remaining portions of this Agreement shall remain in full force and effect and enforceable.