

CONFIDENTIALITY / NONDISCLOSURE AGREEMENT

THIS CONFIDENTIALITY / NONDISCLOSURE AGREEMENT (the “Agreement”) is entered into by and between you (“Subscriber”), Exhedra Solutions Inc. (“Exhedra”), and Private Investor Club LLC (“PIC”) as of the date signed by you (“Effective Date”).

WHEREAS, Subscriber would like to become a member of Exhedra’s private investor club (“Club” or “Service”);

WHEREAS, the Club is managed by Exhedra and its CEO, Ian Ippolito;

WHEREAS, PIC holds and/or has access to and/or has information on certain investments and feeders available to Club members;

WHEREAS, as a member of the Club, Subscriber will receive access to highly valuable Confidential Information and Club Documentation (both defined below) belonging to Exhedra, PIC, and the Club; and

WHEREAS, in consideration of Subscriber’s membership in the Club, Exhedra, PIC, and the Club require the protection of their Confidential Information and Club Documentation as set forth in this Agreement.

In consideration of the mutual covenants contained herein, the parties, intending to be legally bound, hereby agree as follows:

A. Definitions

The term “**Confidential Information**” shall mean any information concerning Exhedra, PIC, the Club, their finances, their investments, their investment strategies, or any information in any way relating to or capable of being utilized in making investment-related decisions, that is maintained by Exhedra, PIC, or the Club as confidential. Such Confidential Information shall include, but is not limited to trade secrets or confidential information regarding: names and information about sponsors; the existence and details of deals/funds; negotiated special terms on investments/feeders such as discounts, lowered minimums, etc.; personal experiences and/or opinions with investments; due diligence of investments; questions and answers regarding investments; data, stress tests and financial projections; information about investment platforms including specific investments; analysis of the state of the economy, market cycles, data, etc.; investment plans and strategies; market research data or analyses; financial statements, budgets and projections; technical information; research and development; marketing activities and procedures; methods, know-how and techniques; systems; processes; and credit, financial and other data concerning the Club’s members or sponsors. The term “**Club Documentation**” shall mean notes, memoranda, reports, lists, records, calendars, specifications, software, programs, books, files, forms, papers, emails, accounts, data, documentation and other materials of any nature and in any form, whether written, printed, digital or otherwise, of Exhedra, PIC, or the Club, whether prepared by you or anyone else, relating to any matter within the scope of the business of Exhedra or PIC or the purpose of the Club or concerning any of their dealings or affairs.

B. Non-Disclosure of Confidential Information and Club Documentation

Subscriber acknowledges that the Confidential Information is valuable, special, and a unique asset of Exhedra, PIC, and the Club, access to and knowledge of which is essential to Subscriber's membership in the Club. Subscriber shall not at any time, whether during or after the termination of Subscriber's membership in the Club, disclose to any non-member person or entity any Confidential Information without the prior written consent of Exhedra and/or PIC. Subscriber also shall not use or attempt to use any Confidential Information except as permitted or required in the course of Subscriber's membership in the Club and shall never use or attempt to use any Confidential Information to the disadvantage of Exhedra, PIC, or the Club.

Furthermore, Subscriber shall not disclose, copy, use, or permit to be used any Club Documentation to the disadvantage of Exhedra, PIC, or the Club. Moreover, Subscriber shall not, after the termination of Subscriber's membership in the Club, disclose, use, or permit others to use any such Club Documentation, it being agreed that all Club Documentation shall be and remains the sole and exclusive property of Exhedra, PIC, and the Club. Immediately upon the termination of Subscriber's membership, and at any other time at Exhedra, PIC, or the Club's request, Subscriber shall deliver all Confidential Information and Club Documentation in Subscriber's possession, custody or control and all copies thereof, to Exhedra at its main office. Further, to the extent that Subscriber used his/her own personal computers, cell phones, personal data assistants, thumb drives, or other electronic memory or storage devices to access, store, or transmit Club Documentation, immediately upon the termination of Subscriber's membership, Subscriber shall delete all Club Documentation from Subscriber's property and upon Exhedra, PIC, and/or the Club's request, provide written verifications of such deletions. The foregoing provisions shall survive the termination of this Agreement and shall never expire.

Subscriber agrees to the provisions contained in this Section B in consideration of and as a necessary inducement for membership in the Club. Subscriber's obligations to Exhedra, PIC, and the Club set forth in this Section B are independent of any other obligation of Exhedra, PIC, or the Club to Subscriber. The existence of any claim or cause of action of Subscriber against Exhedra, PIC, and/or the Club, whether predicated on this Agreement or any other basis, shall not constitute a defense to the enforcement of the confidentiality/nondisclosure provisions set forth in this Section B.

Notwithstanding the foregoing, Subscriber may disclose Confidential Information to its professionally certified legal and financial advisors if they have a need to know in advising Subscriber in making Subscriber's own personal investments; provided, however, that Subscriber shall notify Exhedra and PIC of the same within five (5) business days after the disclosure by email to support@TheRealEstateCrowdfundingReview.com. Additionally, should Subscriber disclose Confidential Information to its advisors pursuant to this paragraph, Subscriber shall take affirmative measures to assure that such advisors and others will comply with these confidentiality obligations and not disclose the information to others. Failure to comply with the requirements of this paragraph will be considered a breach of this Agreement by Subscriber.

This Agreement imposes no obligation upon Subscriber with respect to any Confidential Information (a) that was in Subscriber's possession before receipt from Club; (b) is or becomes a matter of public knowledge through no fault of Subscriber; (c) is rightfully received by Subscriber from a third party not owing a duty of confidentiality to the Club or Exhedra; (d) is disclosed without a duty

of confidentiality to a third party by, or with the authorization of, Exhedra; or (e) is independently developed by Subscriber.

C. Remedies

Subscriber stipulates that a breach or threatened breach by Subscriber of any of the provisions set forth in this Agreement will diminish the value of Exhedra, PIC, and the Club and will cause irreparable and continuing injury to Exhedra, PIC, the Club, and the Club's members for which an adequate legal remedy will not exist. Accordingly, Subscriber stipulates that, if Subscriber breaches or threatens to breach any of the provisions of this Agreement, Exhedra, PIC, and/or the Club will be entitled to the following remedies: (i) the entry, by a court having jurisdiction, of an order granting specific performance or injunctive relief, upon the posting of any requisite bond and the filing with the court of an appropriate pleading and evidence specifying the provision(s) of this Agreement breached by Subscriber; and (ii) an accounting of, and recovery from Subscriber of, all revenue, compensation, or other consideration that Subscriber or any third-party gains from Subscriber's violating or breaching the provision(s) of this Agreement. Nothing in this Agreement shall be construed as prohibiting Exhedra, PIC, and/or the Club from pursuing any other remedies available for a breach or threatened breach of this Agreement.

D. Legal Matters

The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties to this Agreement: (a) consent to the exclusive personal and subject matter jurisdiction of the state and federal courts having jurisdiction over Hillsborough County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for every legal proceeding arising out of or related to this Agreement or Subscriber's membership in the Club is Hillsborough County, Florida, for a state court proceeding and the Middle District of Florida, Tampa Division, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida, Tampa Division, is an improper or inconvenient venue. Except as otherwise expressly provided in this Agreement, in any litigation or other proceeding between Subscriber on the one hand and Exhedra, PIC, and/or the Club on the other hand arising out of or related to this Agreement, the losing party shall reimburse the prevailing party for all attorneys' fees, costs and expenses incurred by that prevailing party, including in connection with any appeal. **Subscriber knowingly, voluntarily and intentionally waives his/her right to a jury trial in any lawsuit between Subscriber on the one hand and Exhedra, PIC, and/or the Club on the other hand that arises out of or is related to this Agreement or Subscriber's membership in the Club whether at law or in equity, whether based on a claim or counterclaim arising before or after the Effective Date of this Agreement, regardless of the nature of the claim or counterclaim and, including but not limited to, tort, contract, corporate and other claims.**

E. Intellectual Property

This Agreement shall not be construed as creating, conveying, transferring, granting or conferring upon the Subscriber any rights, license or authority in or to the Confidential Information exchanged, except the limited right to use Confidential Information for the purposes specified herein. Furthermore and specifically, no license or conveyance of any intellectual property rights is granted or implied by this Agreement, and Exhedra and PIC expressly retain all such rights and ownership interests therein. All materials in the Club are owned by Exhedra and/or PIC and/or copyrighted. These materials include, but are not limited to, the content, design, layout, look, appearance and graphics. Reproduction, sharing, distributing of any or all of the materials is prohibited, except as otherwise permitted herein.

F. Contractual Relationship

Except as otherwise specifically provided herein, the parties acknowledge and agree that the exchange of Confidential Information under this Agreement shall not commit or bind either party to any present or future contractual relationship, nor shall the exchange of such information be construed as an inducement to act or not to act in any given manner. Except as otherwise specifically provided herein, neither party shall be liable to the other in any manner whatsoever for any decisions, obligations, costs or expenses incurred, changes in business practices, plans, organization, products, services, or otherwise, based on either party's decision to use or rely on any information exchanged under this Agreement.

G. No Warranties or Representations

Subscriber understands and acknowledges that all Confidential Information shared within the Club may contain inaccuracies or errors. Exhedra, PIC, and the Club do not provide any warranty or representation as to the accuracy, timeliness, performance, completeness or suitability of any information for any particular purpose. Exhedra and PIC expressly disclaim liability for any inaccuracies or errors to the fullest extent permitted by law. Subscriber acknowledges that Subscriber's use and/or reliance on any information shared within the Club is entirely at Subscriber's own risk, for which Exhedra and/or PIC shall not be liable. It will be Subscriber's own responsibility to ensure that any and all information meets Subscriber's needs and requirements. Exhedra, PIC, their employees, and Ian Ippolito are not attorneys, financial advisors, financial brokers, real estate brokers or other financial professionals. All information provided by them is personal opinion to be used for informational purposes only and does not constitute professional financial, tax, legal or other advice. Subscriber agrees to contact an independent financial, tax, legal or other professional for advice before making any investment decisions.

H. Enforceability / Waiver / Severability

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole. A waiver of any duty, obligation, or responsibility of a party under this Agreement will be valid and effective only if it is evidenced by a writing signed by or on behalf of the party against whom the waiver is sought to be enforced; otherwise, any failure by Exhedra, PIC, or the Club to enforce any provision of this Agreement shall not operate as, or be construed as, a waiver by either of them of their right to enforce this Agreement in the event of a later or subsequent breach by Subscriber of any provision in this

Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable (subject to the above provision regarding the modification of this Agreement by a competent authority), that provision will be deemed severable from the remaining provisions of this Agreement and will not affect the validity, interpretation, or effect of the other provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

I. Headings

The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

J. Entire Agreement / Modification in Writing / Miscellaneous

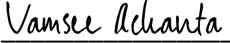
This Agreement states the entire agreement between the parties and supersedes any prior agreements, understandings, or representations with respect thereto. Any amendment or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

K. Counterparts/Electronic Signatures

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart. Delivery of executed copies of this Agreement, or subsequent addendums to this Agreement, by one party to the other using an electronic or digital delivery system, electronic mail, other electronic methods, facsimile or any other scanning or imaging technique, shall constitute delivery of original signed counterparts for purposes of binding the parties hereto. The parties agree that the electronic signature of a party to this Agreement (whether in the form of an electronic signature, by clicking "Agree," or by otherwise indicating an intent to electronically accept this Agreement) shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties agree that an electronically signed and/or accepted version of this Agreement shall be deemed (a) to be "written" or "in writing;" (b) to have been signed; and (c) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files.

L. Acknowledgment.

By signing this Agreement, Subscriber is hereby acknowledging that he/she has read this Agreement carefully before signing it and understands its consequences, and that Subscriber has had sufficient opportunity to confer with legal counsel of Subscriber's choice before signing it and has either consulted with or freely chose not to consult with such counsel.

Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">DocuSigned by:</div>  </div>
Name	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px; font-size: 0.8em;">91B5572C9F45449</div> Vamsee Achanta </div>
Date	6/7/2022

Private Investor Club terms and conditions

- **All new members may be verified before being given access** to the Club. (And if your qualifying information changes, you agree to let the Club know).
- **All information in the Club is 100% confidential and you must agree not to disclose it to anyone. (Certain exceptions can be made for your legal or financial advisors who have a need to know and take certain precautions to protect the information. See NDA for more details.)**

Please read below for complete information.

Intro

It's understood and agreed that you ("Subscriber") would like to become a member of Exhedra's Private Investor Club ("Club" or "Service"). This Club includes a public and private website, as well as personal communication through email, newsletters, in-person meetings and other means. The Club was created and is run by Exhedra Solutions Inc. ("Exhedra") which includes it's CEO, Ian Ippolito. Club feeders are run by Private Investor Club LLC ("PIC"). The Club, Exhedra and PIC are collectively called "PIC Related Companies".

Non-disclosure of confidential information

Subscriber agrees to all of the terms of the Club Nondisclosure Agreement detailed elsewhere.

No soliciting

Club members may not solicit in the club (nor post comments on threads on which they have a financial conflict of interest). Members that do will have their membership revoked and may have their service or product blackballed. The one exception is in the "marketplace" category of the club which does allow soliciting.

No warranties or guarantees

Subscriber understand and acknowledges that all Materials may contain inaccuracies or errors. Neither PIC Related Companies, Club members nor any 3rd parties, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the Materials for any particular purpose. PIC Related Companies expressly excludes liability for any such inaccuracies or errors to the fullest extent permitted by law. Subscriber acknowledges that Subscriber use of any Materials is entirely at Subscriber's own risk, for which PIC Related Companies shall not be liable. It will be Subscriber's own responsibility to ensure that any Materials meet Subscriber's needs and requirements.

Copyright

All Materials in the club are owned by PIC Related Companies and/or copyrighted. These Materials includes, but is not limited to, the content, design, layout, look, appearance and graphics. Reproduction, sharing, distributing of any or all of the Materials is prohibited (except with certain advisors as described in the confidentiality agreement section).

Disclaimers

PIC Related Companies (and it's employees) are not attorneys, financial advisors, financial brokers, real estate brokers or other financial professionals. All information provided by PIC Related Companies (and it's employees) are personal opinion to be used for informational purposes only and does not constitute professional financial, tax, legal or other advice. Subscriber agrees to contact an independent financial, tax, legal or other professional for advice regarding their specific situation, before making any investment decisions.

Abuse of service

PIC Related Companies reserves the right to terminate club membership (including paid subscription), if, in its sole opinion, the Subscriber is abusing the service.

Access to certain club offerings

Certain offerings made available to members are only available to U.S. investors who are "accredited investors" as defined by Rule 501 of Regulation D under the Securities Act and are made under Rule 506(b) of Regulation D.

As part of joining the Club, or prior to investing, you will be asked to fill out a certification and provide necessary documentation as proof of your income and/or net worth to verify that you meet the requirements of being an accredited investor. For the purpose of subscribing to securities offered under Rule 506(b) of Regulation D, you represent and warrant that you come within at least one of the following categories:

- a natural person who has individual net worth, or joint net worth with the person's spouse, that exceeds \$1 million at the time of the purchase, excluding the value of your primary residence;
 - Explanation: In calculating net worth, you include all of your assets (other than your primary residence) whether liquid or illiquid, such as cash, stock, securities, personal property and real estate based on the fair market value of such property MINUS all debts and liabilities (other than a mortgage or other debt secured by your primary residence unless the liability exceed the fair market value of your primary residence).
- a natural person with income exceeding \$200,000 in each of the two most recent years or joint income with a spouse exceeding \$300,000 for those years and a reasonable expectation of the same income level in the current year;
- a bank, insurance company, registered investment company, business development company, or small business investment company;
- an employee benefit plan, within the meaning of the Employee Retirement Income Security Act, if a bank, insurance company, or registered investment adviser makes the investment decisions, or if the plan has total assets in excess of \$5 million;
- a charitable organization, corporation, or partnership with assets exceeding \$5 million;
- a business in which all the equity owners are Accredited Investors; or
- a trust with assets in excess of \$5 million, not formed to acquire the securities offered, whose purchases a sophisticated person makes.

Paid Subscription

The club accepts donations. As a thank you to club members who make at least a \$200 donation, such members will receive access to certain detailed due diligence documents and supporting information created by PIC Related Companies ("Paid Subscription") for a year.

Subscriber has the option to renew their donation on a yearly basis after that (but is not obligated to). If and when the Subscriber's subscription ends, they agree to destroy all Materials in their possession, and confirm it with PIC Related Companies.

Jurisdiction

The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties to this Agreement: (a) consent to the exclusive personal and subject matter jurisdiction of the state and federal courts having jurisdiction over Hillsborough County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for every legal proceeding arising out of or related to this Agreement or Subscriber's membership in the Club is Hillsborough County, Florida, for a state court proceeding and the Middle District of Florida, Tampa Division, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida, Tampa Division, is an improper or inconvenient venue.

Except as otherwise expressly provided in this Agreement, in any litigation or other proceeding between Subscriber on the one hand and Exhedra, PIC, and/or the Club on the other hand arising out of or related to this Agreement, the losing party shall reimburse the prevailing party for all attorneys' fees, costs and expenses incurred by that prevailing party, including in connection with any appeal. Subscriber knowingly, voluntarily and intentionally waives his/her right to a jury trial in any lawsuit between Subscriber on the one hand and Exhedra, PIC, and/or the Club on the other hand that arises out of or is related to this Agreement or Subscriber's membership in the Club whether at law or in equity, whether based on a claim or counterclaim arising before or after the Effective Date of this Agreement, regardless of the nature of the claim or counterclaim and, including but not limited to, tort, contract, corporate and other claims.

Enforceability

If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

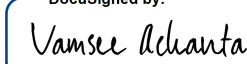
Headings

The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

Miscellaneous

In addition, the subscriber agrees to all the additional terms and conditions of use of The Real Estate Crowdfunding Review website detailed elsewhere.

This Agreement states the entire agreement between the parties and supersedes any prior agreements, understandings, or representations with respect thereto. Any addition or modification to this Agreement must be made in writing and signed by authorized representatives of both parties.

Signature	<div>DocuSigned by:  91B5572C9F45449...</div>
Name	<div>Vamsee Achanta</div>
Date	<div>6/7/2022</div>

Real estate Crowdfunding Review terms and conditions

Terms and conditions

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern the relationship between Real Estate Crowd Investing Review (the "company", the "blogger", "us", "we") and you, the user or viewer of this website ("you").

We are not attorneys, financial advisors, accountants or any other financial related professionals. We are merely investors sharing our personal opinions: which may or may not be correct. All information provided is for informational purposes only and does not constitute financial, tax, legal or any other type of advice. Information may have errors and not be accurate. Before making any investment decision, always contact an independent financial, tax, legal, or other professional for advice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the content, design, layout, look, appearance and graphics. Reproduction of such material is prohibited.

By using the service you agree to our right to monitor all communications that you send through our service (whether on the public website, the private

investor club, or any other service that we offer) for any reasons we deem appropriate.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You agree that we have the right to completely or partially restrict and/or limit your ability to access this service at any time, at our sole discretion.

The validity, construction, enforcement, and interpretation of this agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions. The parties to this agreement: (a) consent to the exclusive personal and subject matter jurisdiction of the state and federal courts having jurisdiction over Hillsborough County, Florida, (b) stipulate that the proper, exclusive, and convenient venue for every legal proceeding arising out of or related to this service is Hillsborough County, Florida, for a state court proceeding and the Middle District of Florida, Tampa Division, for a federal court proceeding, and (c) waive any defense, whether asserted by motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida, Tampa Division, is an improper or inconvenient venue.

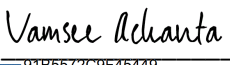
Except as otherwise expressly provided in this agreement, in any litigation or other proceeding between you and the company arising out of or related to this agreement, the losing party shall reimburse the prevailing party for all attorneys' fees, costs and expenses incurred by that prevailing party, including in connection with any appeal. You knowingly, voluntarily and intentionally waive your right to a jury trial in any lawsuit between you and the company that arises out of or is related to this agreement or your use of the service whether at law or in equity, whether based on a claim or counterclaim arising before or after the Effective Date of this Agreement, regardless of the nature of the claim or counterclaim and, including but not limited to, tort, contract, corporate and other claims.

By using the service you consent to us monitoring all communications that you send through it.

In addition, all members of the private investor club agree to the additional terms of use, as discussed elsewhere.

Disclosure

The views and opinions expressed on this blog and site are purely the poster's own, and do not represent the official position of any company appearing on the site.

Signature	<div>DocuSigned by:  91B5572C9F45449...</div>
Name	<div>Vamsee Achanta</div>
Date	<div>6/7/2022</div>