

Investor Terms of Use Agreement

INVESTOR TERMS OF USE AGREEMENT

This Terms of Use Agreement contains important information about the risks associated with using crowdfunding portals and intermediaries, as well as about privacy. Please read this information carefully.

1. INTRODUCTION

I understand that the terms and conditions of this Agreement govern all aspects of my relationship with Sprowtt Crowdfunding Inc. doing business as , including all transaction Sprowttcf.com between Issuers and me, between Sprowttcf.com and me, and all products and services now or in the future offered through Sprowttcf Web Site, beginning on the date my Account is opened. If I participate in other services provided by Sprowttcf.com that require me to agree to specific terms and conditions, all such terms and conditions will be deemed an amendment and will be incorporated into and made part of this Agreement. Sprowttcf.com reserves the right to modify or terminate this Agreement at any time. I agree to consult the Sprowttcf.com Funding Platform regularly for up-to-date information about the Issuers, Offerings, Sprowttcf rules, and Sprowttcf and its affiliates associated fees and charges.

If I determine that I am not willing to be bound by the terms and conditions of this Agreement, I will not submit an application for an Account with Sprowttcf.com Sprowttcf.com reserves the right to decline any Account Application or to terminate any Account at any time and for any reason, in its sole discretion.

Various features of my Account(s) with Sprowttcf.com are offered or processed through a service provider, which may be an unaffiliated company of Sprowttcf.com, such as Prime Trust or any other Escrow Account Service Provider. Unless otherwise noted, all authority granted to, or limitations of liability of, Sprowttcf.com shall include its agents and representatives and any service provider, including Escrow Account Service Providers such as Prime Trust (for certain banking and escrow services integrated with an Account). Sprowttcf.com, its agents or its affiliates acting on behalf of Sprowttcf.com under this Agreement are authorized to perform the services contemplated by this Agreement.

NEW CUSTOMER CERTIFICATION

I WILL CAREFULLY READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE I CLICK "I AGREE" OR OTHER SIMILARLY WORDED BUTTON. IF I HAVE ANY QUESTIONS ABOUT ANY OF THE PROVISIONS IN THIS AGREEMENT, I WILL CONTACT SPROWTTCF.COM VIA E-MAIL AT support@Sprowttcf.com. I UNDERSTAND THAT CLICKING "I AGREE" IS THE LEGAL

EQUIVALENT OF MY MANUALLY SIGNING THIS AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. I UNDERSTAND THAT THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY SPROWTTCF.COM, WITH REVISED TERMS POSTED ON THE SPROWTTCF.COM WEB SITE. I AGREE TO CHECK FOR UPDATES TO THIS AGREEMENT. I UNDERSTAND THAT BY CONTINUING TO MAINTAIN A SPROWTTCF.COM ACCOUNT WITHOUT OBJECTING TO ANY REVISED TERMS OF THIS AGREEMENT, I AM ACCEPTING THE TERMS OF THE REVISED AGREEMENT AND I WILL BE LEGALLY BOUND BY ITS TERMS AND CONDITIONS.

2. DEFINITIONS

The terms set forth below have the following meanings as used in the Agreement:

Access Device. A computer, television, telephone, tablet, laptop, smartphone, or any other communications device, including any software I use on such device whether Sprowttcf.com provides it to me or otherwise, that enables me to access and use the Service through any means, including the World Wide Web, the Internet, any wireless connection or any other computer or telephonic network.

Account. Each Account at Sprowttcf.com established in my name alone, in my name together with others or in which I have a beneficial interest.

Account Application. The application I prepare and submit to open an Account with Sprowttcf.com, and as part of which I consent to the terms and conditions of this Agreement, including all information provided by me to Sprowttcf.com in connection with the opening or maintenance of my Account, and any later applications submitted by me to Sprowttcf.com for additional services or Account features.

Account Holder. "Account holder" shall mean the person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The singular of Account holder where appropriate shall include the plural.

Available Funds. The sum of any Cash Balance, less funds needed to pay for unsettled purchases or open orders, and less uncleared credits that I place or cause to be placed in my Account for investment in crowdfunding offerings or other similar services.

Cash Balance. An Account balance representing money owed to me as a general obligation of Prime Trust, upon which Sprowttcf.com or Prime Trust pays me, subject to the terms of this Agreement. Cash

Balances are not bank deposits and are not insured by the FDIC. The Cash Balance is the sum of the uninvested cash in my Account less the following: (i) funds necessary to pay for purchase transactions due to settle on or after the date the Cash Balance is to be determined; (ii) charges to my Account, including Electronic Funds Transfer and wire transfer charges; and (iii) credit balances that are designated as collateral for my obligations.

Crowdfunding. Crowdfunding involves the use of the internet and social media to raise capital, typically from a large number of people and in relatively small amounts. Crowdfunding enables small startup businesses that may not have easy access to traditional methods of capital markets and venture capital fundraising to raise capital. Raising capital for a business from Investors with a financial interest in the business' success brings crowdfunding under the jurisdiction of federal and state securities laws.

Crowdfunding Offering. A securities offering made in reliance on Section 4(a)(6) of the Securities Act and the rules and forms adopted by the SEC includes Offerings made by Issuers and available for investment through the Sprowttcf.com Web Site and which are the primary products made available by Issuers for investment through the Sprowttcf.com portal.

Sprowttcf.com. Sprowttcf.com, its officers, directors, employees, representatives, successors, assigns, and authorized agents. Sprowttcf.com, its agents, service providers, or its affiliates acting on behalf of Sprowttcf.com under this Agreement are authorized to perform the services contemplated by this Agreement. For purposes of this Agreement, references to affiliates of Sprowttcf.com include their respective officers, directors, employees, representatives, agents, successors and assigns.

Sprowttcf.com Funding Platform. The Funding Platform operated by Sprowttcf.com to provide a crowdfunding marketplace.

Data Providers. Any exchange, organization, association or other entity that maintains or provides a marketplace or facility that performs functions commonly performed by a national securities exchange or association that otherwise disseminates information related to securities or other financial instruments, products or vehicles.

Escrow Account Service Provider. Any Company selected by Sprowttcf.com to provide services related to the opening, management and closing of an Escrow Account for the benefit of both the Company conducting a securities Offering and the individuals transferring payments for the express purpose of making an investment in that particular Offering.

Electronic Funds Transfer. Any transfer of funds that I initiate or authorize through an electronic payment system such as the Automated Clearing House ("ACH") Network.

FINRA. The Financial Industry Regulatory Authority, of which Sprowttcf.com and its affiliates are or may be member firms. Where the context requires, FINRA also refers to any other FINRA affiliate or division such as FINRA Dispute Resolution.

Prime Trust. Prime Trust Company, its officers, directors, employees, representatives, agents, successors and assigns.

"I", "Me", "My", "Us". The individuals, corporations or other entities who are the Account holders or who own a legal or beneficial interest in an Account.

Investor. A person, people, entity or entities who access the Sprowttcf.com Funding Platform for the purpose of investing in a crowdfunding offering made by an Issuer.

Investor Account. The account Sprowttcf.com offers to Investors in which Investors make all purchases for cash settlement, without credit.

Issuer. A person, people, entity or entities who are legally authorized to sell unregistered securities or Offerings to the public under certain circumstances and specifically to Investors through the Sprowttcf.com Funding Platform.

Market Data. Quotations, transactions and last sale information disseminated by Data Providers in accordance with federal securities regulations, and all information based on any such information.

Offering. A securities offering made in reliance on Section 4(a)(6) of the Securities Act and the rules and forms adopted by the SEC.

Password. Any authentication device (including alphanumeric codes) associated with my User ID that Sprowttcf.com requires for access to my Account (or certain Account features) through the Service.

Promoter. Any person who promotes an Issuer's Offering for compensation, whether past or prospective, or who is a Founder or an Employee of an Issuer that engages in promotional activities on behalf of the Issuer on the Intermediary's Platform.

Service. The investing in and issuing of crowdfunding Offerings and other services that Sprowttcf.com offers over the internet through its crowdfunding portal, to permit public access to information about the offering and information sharing among the crowd.

Settlement Date. The day on which a transaction is to be completed. On this day, Investors are to pay for their purchases and Issuers are to deliver their securities. Generally, Settlement Dates may vary depending on the Issuer and the nature of the Offering.

Terms of Use Agreement. This Agreement, which I agree to abide by when I open an Investor Account, as it may be amended from time to time.

User ID. The alphanumeric code that uniquely identifies me for purposes of the Service.

Western Alliance Bank. Western Alliance Bank, its officers, directors, employees, representatives, agents, successors and assigns.

3. ESCROW AND BANKING AGREEMENT

I understand that Sprowttcf.com does not handle any customer funds. I understand and agree that Sprowttcf.com has entered into an agreement with several third party unaffiliated entities that provide escrow account services, pursuant to which each will provide Escrow and Banking services and will carry and maintain my Investor Account, and execute (if so requested) and clear and settle securities transactions therein. I authorize any selected escrow agent providing services to Sprowttcf.com, without any inquiry or investigation by it, to accept from Sprowttcf.com orders for the purchase or sale of Offerings, and any other instructions concerning my Investor Account. Sprowttcf.com is authorized to arrange from time to time for the carrying of my Account by other escrow and or clearing brokers without further authorization from me.

4. ACCOUNT PROVISIONS

(a) True and Accurate Information; Ownership.

The information I have provided on my Account Application is current, accurate, truthful and complete. Unless otherwise required by this Agreement, I agree to notify Sprowttcf.com of any change to the information I provide on my Account Application promptly, but in any event within thirty (30) days of such change. I agree to indemnify and hold Sprowttcf.com and its affiliates harmless from and against any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including potential profits, attorneys' fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, "Losses") arising out of or relating to my failure to provide true and accurate information on my Account Application or to update such information as required. I further represent that no one else has an interest in my Account except me and any other person that I have previously disclosed to Sprowttcf.com through the Account Application or otherwise in a manner specified by Sprowttcf.com

(b) Fees, Commissions and Account Minimums.

If Sprowttcf.com or its affiliates charges any fees or commissions for their services, I agree to pay any and all such fees promptly as set forth in any such agreement or fee schedule and as applicable to my Account for the services I may receive. I also agree to pay all applicable federal, state and local taxes. If there are any federal, state and local taxes, I authorize Sprowttcf.com automatically to debit my Account for any such fees and taxes. Sprowttcf.com may modify its fee structure at any time by posting a modified schedule on its Web Site. Sprowttcf.com may require me to make a minimum payment to open an Account and to maintain a minimum balance in the Account thereafter. If my Account is inactive, Sprowttcf.com may, in its discretion, close my Account.

(c) Joint Accounts.

If there is more than one Account holder, the legal ownership of the Account will be as designated on the Account Application. If no designation is made, each Account holder directs Sprowttcf.com to establish the Account as joint tenants with rights of survivorship.

If there is more than one Account holder, each Account holder agrees to be jointly and severally liable for all obligations arising under this Agreement or otherwise relating to the Account, including responsibility for orders entered through the Service or using any User ID and Password assigned to the Account, regardless of which Account holder gives such instructions, enters such orders or changes such Password. Each Account holder has full authority, acting individually and without notice to any other Account holder, to deal with Sprowttcf.com as fully and completely as if such Account holder were the sole Account holder. Each Account holder authorizes Sprowttcf.com to follow the instructions of any one Account holder concerning any matter pertaining to the Account.

This includes purchase and sale of crowdfunding offerings, delivery of any or all Offerings and/or Other Property in the Account to any Account holder or to any third party, or disbursement of any or all monies in the Account. Sprowttcf.com is not responsible for determining the purpose or propriety of any instruction received from any Account holder as against any other Account holder, or of any disposition of payments or deliveries of Offerings between or among Account holders. At its sole discretion, Sprowttcf.com reserves the right to require written instructions from one or all Account holders. If Sprowttcf.com receives instructions from any Account holder that, in Sprowttcf opinion, conflict with instructions received from any other Account holder, Sprowttcf.com may comply with any of these instructions or advise each Account holder of the apparent conflict and take no action as to any of these instructions until it actually receives and has a reasonable amount of time to act on satisfactory instructions from any or all of the Account holders, but is not obligated to do so in its own discretion.

In the event of a dispute between or among Account holders of which Sprowttcf.com has notice, Sprowttcf.com reserves the right, but is not obligated, to place restrictions on an Account. For example, if an Account holder requests a restriction be placed on access to funds in the Account because of a pending divorce litigation or dispute between Account holders, Sprowttcf.com may prohibit all transfers of funds from the Account, with such restrictions to remain in place until Sprowttcf.com actually receives and has a reasonable amount of time to act on appropriate court documentation or a written, notarized instruction signed by all Account holders. In such a case, all Account holders remain liable for any pending transaction fees that have not yet cleared at the time of the restriction. Sprowttcf.com also may, at the expense of the Account holders, commence or defend any action or proceeding for or in the nature of interpleader to have the dispute resolved judicially. If a suit or proceeding for or in the nature of interpleader is brought by or against it, Sprowttcf.com may liquidate the securities positions in the Account and deliver the proceeds into the registry of the court, at which time Sprowttcf.com will be deemed to be and will be released and discharged from all further obligations and responsibilities under this Agreement.

Each Account holder agrees that, on the death or disability of an Account holder, divorce of married Account holders, or other event that causes a change in ownership or capacity with respect to the Account, the remaining Account holder(s) will immediately give Sprowttcf.com official written notice of such change of ownership or capacity. Sprowttcf.com will not be responsible for any transfers, payments or other transactions in the Account made at the direction of a former Account holder or incapacitated Account holder before Sprowttcf.com actually received and had a reasonable amount of time to act on such official written notice. Following receipt of such official written notice, Sprowttcf.com may require additional documents and reserves the right to retain such assets in and/or restrict transactions in the Account as it deems advisable in its sole discretion to protect itself against any Losses. Any former Account holder and the estate of any deceased or incapacitated Account holder will remain jointly and severally liable for any Losses in the Account arising out of or relating to transactions initiated before Sprowttcf.com actually received and had a reasonable amount of time to act on such official written notice.

Sprowttcf.com will not notify other Account holders of the actions taken by any one Account holder. Each Account holder agrees that notice provided to any one Account holder will be deemed to be notice to all Account holders for all purposes.

(d) Taxpayer ID and Backup Withholding.

If a correct Taxpayer Identification Number is not provided to Sprowttcf.com, I understand I may be subject to backup withholding tax at the appropriate rate on all offerings paid to me. Backup withholding taxes are sent to the IRS and cannot be refunded by Sprowttcf.com I further understand that if I waive tax withholding and fail to pay sufficient estimated taxes to the IRS, I may be subject to tax penalties.

(e) Stop Payments.

I or any other owner or authorized signer on my Account may request Sprowttcf.com and its bank service provider to stop payment on a transaction. I understand that there may be a stop transaction charge for each stop payment order. My stop payment order must be directed to the support@Sprowttcf.com and include the Account number, check number (if any), exact amount (dollars and cents), check or transaction date and the name of the payee. Sprowttcf.com and its bank service provider will not be liable for paying a transaction over a stop payment order if the order is incomplete or incorrect. Sprowttcf.com and its bank service provider must receive stop payment orders at a time and in a manner that affords them a reasonable opportunity to act in accordance with such an order.

Unless Sprowttcf.com and its bank service provider agree to treat my stop payment order as permanent, it will remain valid for only six months. After that time, the transaction may be paid and charged to my Account unless I renew the stop payment order for an additional fee. A stop payment request will not become effective until Sprowttcf.com receives and has a reasonable amount of time to act on the stop payment request. Sprowttcf receipt of a stop payment request does not guarantee that an item will not be paid. In order to stop payment on a transaction, Sprowttcf.com must have received the stop payment request and had a reasonable opportunity to act on the request before final payment of the transaction. Sprowttcf.com may require me to confirm my stop payment request in writing. I will be responsible, and Sprowttcf.com will not be liable, for any stopped items that clear my Account during this time.

(f) Cooperation in Event of Loss or Fraud.

I agree that, in the event of any loss or fraudulent occurrence in my Account, I will report such loss or fraudulent occurrence promptly to the police. Further, I agree to provide a copy of any police report to Sprowttcf.com on request. I agree to cooperate fully with the police and with Sprowttcf.com in any investigation of such fraudulent occurrence and I will complete any required affidavits promptly, accurately and thoroughly. I understand that, if I fail to do any of these things, I may encounter delays in regaining access to the Offerings in my Account.

(g) Indemnification.

I agree to indemnify and hold Sprowttcf.com and its affiliates harmless from and against any Losses arising out of or relating to: (i) the processing, clearing, payment or dishonor of any payment made by or authorized by me or believed to have been authorized by me; and (ii) any actions in stopping, or failing to stop, payment on a check.

(h) Preauthorized/Automatic Deposits and Transfers.

Pre-authorized electronic fund transfers (direct deposits) may be made to my Account at Sprowttcf.com from a third party, or from my Account to a third party. The term "pre-authorized transfer" does not include: (a) transactions initiated by check, draft or similar paper instrument, (b) transfers to or from business or other non-personal accounts, (c) individual transfers Sprowttcf.com or its bank service provider initiates under an agreement with me, but without my specific request, or (d) wire transfers initiated by telephone.

(i) Liability for Failing To Make Transfers.

If Sprowttcf.com does not complete an electronic fund transfer to or from my Account on time or in the correct amount according to its agreement with me, Sprowttcf.com will not be liable if:

Sprowttcf.com does not receive the request within a reasonable opportunity to act upon my instructions.

Through no fault of Sprowttcf.com, I do not have enough Available Funds in my Account to make the transaction;

The transfer would create an overdraft;

Circumstances beyond Sprowttcf control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, act of domestic or foreign terrorism, or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by Sprowttcf.com;

The funds in my Account are restricted, subject to legal process, and uncollected funds hold or are otherwise not available for withdrawal;

The information supplied by me or a third party is incorrect, incomplete, ambiguous or untimely;

Sprowttcf.com has reason to believe the transaction may not have been authorized by me;

The payment is processed in a timely manner, but the payee rejects the payment or fails to process it in a timely manner; or

I fail to follow service instructions on how to make a transfer or payment.

(j) Lost or Stolen Account Information or Password.

If I believe my Account information or password has been lost or stolen, or that someone has transferred or may transfer money from my Account without my permission, I will IMMEDIATELY support@Sprowttcf.com. I understand that even if I immediately notify Sprowttcf.com of any lost or stolen account information or suspicious activity on my Account, I may incur losses. I agree to indemnify and hold Sprowttcf.com harmless against any such losses.

(k) Change in Terms/Termination of Service.

Sprowttcf.com may change the terms of or terminate transaction privileges at any time, with or without cause and without affecting my outstanding obligations under this Agreement. Sprowttcf.com may terminate or suspend my transaction services immediately if I breach this or any other agreement with Sprowttcf.com; Sprowttcf.com has reason to believe that there has been or may be an unauthorized use of my Account; there are conflicting claims to the funds in my Account; or I request that Sprowttcf.com does so. I also have the right to cancel my transaction privileges for any and all Accounts at any time on delivery to Sprowttcf.com of written notice of such cancellation. If I ask Sprowttcf.com to terminate my Account or the use of my transaction privileges, I will remain liable for subsequent transactions performed by me or any authorized user.

(l) Availability of Funds.

Funds that are received by Sprowttcf.com in good deliverable form and that have been credited to my Account may not be available for trading for up to five (5) Business Days and generally are not available for withdrawal for up to ten (10) Business Days. Sprowttcf.com may, in its sole discretion, impose a longer period during which funds may not be available for trading or withdrawal. Sprowttcf.com reserves the right, in its sole discretion and without advance notice, to refuse certain types of additions of funds to my Account, including third party checks or previously returned items. Sprowttcf.com reserves the right to require that I make requests for withdrawals from my Account in writing. I will refer to the Sprowttcf.com Funding Platform for more information regarding acceptable additions of funds to my Account and how to withdraw funds.

The Escrow Account Service Provider may, from the time, and at its sole discretion, choose to impose a certain minimum holding period in addition to any other delay or holding periods for funds availability before permitting a withdrawal or transfer of funds.

(m) Personal Information.

The respective rights and responsibilities among Sprowttcf.com, Sprowtt Services Inc. the applicable Escrow Account Service Provider, and me regarding the collection, processing and use of my personal information and my rights to limit the use and disclosure of such information, are set forth in the Sprowttcf.com Privacy Statement published on the Sprowttcf.com Web Site, as amended from time to time. Such rights and responsibilities are further defined by applicable laws and regulations of national and state governments. In the event of any controversy regarding, the collection, use, processing, transfer, or receipt of any information about me by any of Sprowttcf.com or any of its affiliates, I agree that my remedies will be expressly limited to those specifically provided by the applicable laws and regulations, in accordance with this Agreement. I expressly authorize each of Sprowttcf.com, or its affiliated company Sprowtt Services Inc, from time to time, and without notifying me except to the extent of any Adverse Action (as defined below) taken in respect of my Account, to obtain reports and any other such information that may be available from public or proprietary sources concerning, among other things, my credit standing, credit capacity, credit payment history (including, without limitation, any bankruptcy filing), my criminal history, my business conduct, character, general reputation, personal characteristics or mode of living or any other such information ("Consumer Reports") that Sprowttcf.com, Sprowtt Services Inc. the applicable Escrow Account Service Provider, in their respective good faith discretion deem material to, among other things, the maintenance, review, extension or renewal of my Account, and the provision or restriction of any Service provided pursuant to the terms of this Agreement or general enterprise-level risk management. On written request, the relevant entity will advise me whether it obtained Consumer Reports, and if so, will provide the name and address of the reporting agency that furnished the reports. In addition, I understand that Sprowttcf.com and affiliates reserve the right to report to consumer and securities credit reporting agencies any negative credit information pertaining to any Account held by me at or through Sprowttcf.com I acknowledge that any relevant Sprowttcf.com entity or affiliate may share credit bureau information and any other personal information that Sprowttcf.com, Sprowtt Services Inc. The applicable Escrow Account Service Provider, obtains with its affiliates and with unaffiliated third parties in accordance with the Sprowttcf.com Privacy Statement. Notwithstanding the foregoing, and except as may otherwise be agreed to by Sprowttcf.com and me or by Sprowttcf affiliates and me, I understand and agree that Sprowttcf.com does not collect my social security number or tax identification number for any purpose through the Sprowttcf.com Funding Platform.

For purposes of this Section, "Adverse Action" will have a meaning consistent with the definition of such term in the Fair Credit Reporting Act, and which for purpose of my Account the Services provided under this Agreement means any restriction upon or termination of my Account, requests for repayment of credit previously extended or refusal of further credit extensions, increases in fees or interest or other charges or any other action that negatively impacts me, in each case that is based in whole or in part upon the Consumer Reports. Sprowttcf.com, on behalf of itself or its affiliates, will provide notification to me of any Adverse Action taken in respect of my Account, if any, in a manner consistent with the requirements of the Fair Credit Reporting Act.

(n) Lien and Liquidation; Remedies.

I agree that all Offerings held in my Accounts (including those Accounts held by me with affiliates of Sprowttcf.com) and all rights, whether due or not, that I may have against Sprowttcf.com will be subject to a first, perfected and prior lien, security interest and right of set-off and held as security by Sprowttcf.com or its affiliates for the discharge of any indebtedness or obligation I may have to Sprowttcf.com, however such obligation may have arisen. I understand that Sprowttcf.com, to the extent permitted by law, may at any time and without giving me prior notice, use, liquidate and/or transfer any or all Offerings to satisfy any indebtedness or obligation to Sprowttcf.com, however such obligation may have arisen. In the event of a breach or default by me under this Agreement, Sprowttcf.com will have the rights and remedies available to a secured creditor under all applicable laws in addition to the rights and remedies provided in this Agreement.

I further agree that if: (i) I default on any of my obligations under this Agreement, (ii) I become bankrupt, insolvent or subject to a similar condition or subject to any bankruptcy, reorganization, insolvency or other similar proceeding, or (iii) Sprowttcf.com, in its discretion, deems it advisable for its protection, Sprowttcf.com may, at any time and without prior notice to me: (a) cancel, terminate, accelerate, liquidate and/or close out any or all agreements or transactions between me and Sprowttcf.com or otherwise relating to the Account and calculate damages in a manner it believes appropriate, (b) pledge, transfer or sell any Offerings in the Account, or any other Account in which I have an interest, either individually or jointly with others, or (c) take any other action as Sprowttcf.com, in its discretion, deems appropriate with respect to any of the foregoing and apply the proceeds to the discharge of the obligation. In pursuing the remedies available to it, Sprowttcf.com may, without limiting its rights under this paragraph, set off amounts that I owe to it against any amounts that it owes to me and I will remain liable for any deficiency. I agree to indemnify and hold Sprowttcf.com and its affiliates harmless from and against any Losses incurred in connection with enforcing its lien or any other remedies available to it. In enforcing its rights hereunder, Sprowttcf.com may act in its discretion without regard to any tax or other consequences that I may face as a result of such actions.

(o) Disclaimer of Liability.

I understand and agree that Sprowttcf.com and its affiliates will not be liable to me or to third parties, or have any responsibility whatsoever, for: (a) any Losses arising out of or relating to a cause over which Sprowttcf.com or its affiliates do 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, acts of foreign or domestic terrorism, insurrection, riot, strikes, labor disputes or similar problems, accident, action of government, communications, system or power failures and equipment or software malfunction), exchange or market closings, rulings or suspension of trading; or (b) any special, indirect, incidental or consequential damages (including lost profits, trading losses and) lost opportunity that I may incur in connection with my use of the Service provided by Sprowttcf.com under this Agreement.

(p) Restrictions on Services.

I understand that, to the extent permitted by law, Sprowttcf.com may place trading, disbursement, service or other restrictions on my Account for reasons including court order, tax levy or garnishment, request of a government agency or law enforcement authority, or in the event of a dispute between joint Account holders. I understand that Sprowttcf.com may be required to liquidate or close out Offerings in my Account to satisfy any such court order, garnishment, tax levy or other legal obligation. Sprowttcf.com will not be held liable for any Losses that arise out of or relate to any such transaction and I agree to indemnify and hold Sprowttcf.com and its affiliates harmless from and against any Losses they may incur in taking such actions. I understand that Sprowttcf.com may refuse for any reason to accept share or other ownership certificates for deposit into my Account.

(q) Termination of Accounts.

I may close my Account at any time on written notice to Sprowttcf.com. Sprowttcf.com reserves the right to terminate my Account or to block my access to my Account without notice, for any reason or for no reason. The terms and conditions of this Agreement will survive termination of my Account and will continue to apply to any disputed or other remaining matters involving my relationship with Sprowttcf.com. After the termination of my Account, I will remain liable to Sprowttcf.com for payment of any indebtedness or obligation to Sprowttcf.com, plus interest as provided under this Agreement.

5. SPROWTTCF.COM CROWDFUNDING PORTAL SERVICES

I ACKNOWLEDGE THAT I ALONE AM RESPONSIBLE FOR DETERMINING THE SUITABILITY OF MY INVESTMENT CHOICES IN LIGHT OF MY PARTICULAR CIRCUMSTANCES. I UNDERSTAND THAT SPROWTTCF.COM ASSUMES NO RESPONSIBILITY FOR SUCH DETERMINATION. As a self-directed investor, I assume full responsibility for each and every transaction in or for my Account and for my own investment strategies and decisions. I understand and agree that Sprowttcf.com and its affiliates will have no liability whatsoever for the results of my investment strategies, transactions and decisions.

(a) No Advice.

Sprowttcf.com does not and will not provide me with any legal, tax, estate planning or accounting advice. Sprowttcf.com does not and will not provide me with any advice regarding the suitability, profitability or appropriateness for me of any offering, security, investment, financial product, investment strategy or other matter. Unless otherwise specified in writing, I acknowledge that Sprowttcf.com employees are not authorized to give any such advice, and I will neither solicit nor rely on any investment advice from any Sprowttcf.com employee. Unless otherwise specified, any information provided through the Service will not be used or considered by me as a recommendation that I buy, sell or hold a particular security or pursue any particular investment strategy. This information is not an offer, or a solicitation of an offer, to buy or sell securities or offerings on behalf of Sprowttcf.com. I also

acknowledge that Sprowttcf.com neither assumes responsibility for nor guarantees the accuracy, currency, completeness or usefulness of information, commentary, recommendations, advice, investment ideas or other materials that may be accessed by me through the Service, including material information published by an Issuer or Issuers. This includes forums, bulletin boards, message boards, chat services or other online conference or telecast by Issuers and or third party providers through the Sprowttcf.com Funding Platform. If I choose to rely on such information, I do so solely at my own risk. I understand the research, analysis, news or other information made available through the impersonal investment advice and not in any way tailored to reflect my personal financial circumstances or investment objectives and the securities and investment strategies discussed may not be suitable for me.

(b) Transaction Confirmations and Account Statements.

It is my responsibility to review all confirmations of transactions immediately on receipt. I will notify Sprowttcf.com of any objection to the terms of a confirmation within two (2) business days after my receipt of the confirmation. Sprowttcf.com is entitled to treat the terms of the confirmation as accurate and conclusive unless I object within two (2) days of receipt. In all cases, Sprowttcf.com reserves the right to determine the validity of my objection. If I object to a transaction for any reason, I understand that I will attempt to limit any Losses that may result from such transaction. I understand and agree that unless I take such action to limit Losses, I will bear sole responsibility for any and all further Losses that may occur thereafter, even if my objection to the initial transaction is ultimately determined to be valid.

I agree that Sprowttcf.com is not obligated to provide me with any trade status report other than the official confirmation. Sprowttcf.com may provide electronic or other trade status reports as a courtesy only, but Sprowttcf.com does not guarantee the accuracy or timeliness of such interim trade status reports and will not be liable for any Losses arising out of or relating to delayed issuance or failure to issue an electronic or other trade status report, or from errors in such reports that are subsequently corrected by Sprowttcf.com in official confirmations.

(c) Notices and Other Communications.

Sprowttcf.com will forward to me any and all notices and other communications relating to my Account, including privacy notices, Issuer disclosures and, where required by applicable laws and regulations, any proxy materials, annual reports, notices of meetings and any other material furnished to Sprowttcf.com by issuers whose securities I own by sending such notices and other communications to the electronic address I have specified. Such notices will be deemed to constitute good and effective delivery to me when sent by Sprowttcf.com whether or not actually or timely received or accessed, unless Sprowttcf.com receives actual notice to the contrary (by rejected e-mail delivery notice or the like). I am responsible for reading the notices posted to the electronic message box for my Account on the Sprowttcf.com Funding Platform and for notifying Sprowttcf.com immediately of any change to the electronic address specified. I waive all claims resulting from any failure to receive the notices and communications specified in this Section.

I acknowledge and agree that Sprowttcf.com may notify me electronically or in writing about new Offerings that Issuers may list on the site.

(d) Monitoring Communication.

I understand and agree that Sprowttcf.com will monitor or record any of my conversations with Sprowttcf.com and with any person or entity, by or through the Sprowttcf.com Funding Platform, for quality control purposes and for its own protection. Sprowttcf.com may also monitor and make a record of my use of the Service and any other communications between Sprowttcf.com and me and may use the resulting information for internal purposes or as may be required by applicable law. I further understand and agree that Sprowttcf.com may retain records of all of my activity on and through the Sprowttcf.com Funding Platform, and may share that information with certain government bodies, including the SEC and FINRA, upon their respective requests. Unless otherwise agreed in writing, Sprowttcf.com does not consent to the recording of telephone conversations by any third party or me. I acknowledge and understand that not all telephone lines or calls are recorded by Sprowttcf.com, and Sprowttcf.com does not guarantee that recordings of any particular telephone calls will be retained or capable of being retrieved.

(e) Information Made Available through the Service.

I understand that I am permitted to store, display, analyze, modify, reformat and print the information made available to me through the Service only for my own use. I will not publish, transmit, or otherwise reproduce this information, in whole or in part, in any format to any third party without the express written consent of Sprowttcf.com I will not use, alter, obscure or remove any copyright, trademark or any other notices that are provided to me in connection with the information. I represent and warrant that: (i) I will not use the Service in contravention of this Agreement, (ii) I will use the Service only for the benefit of my Account and not on behalf of any other person, and (iii) with the exception of a web browser and other applications specifically approved by Sprowttcf.com in writing, I agree not to use (or allow another person to use) any software, program, application or other device, directly or indirectly, to access or obtain information through the Service or to automate the process of accessing or obtaining such information.

(f) Safe Harbor.

Sprowttcf.com is a registered funding portal under the Jumpstart Our Business Act amendments to the Securities Act of 1933, specifically section 4(a)(6). Sprowttcf.com is also a member of FINRA and is authorized to act as a crowdfunding intermediary and operate a crowdfunding portal. Sprowttcf.com is not a broker-dealer and is exempt from certain broker-dealer registration requirements of Section 4(a)(6) of the Securities Act of 1933. The SEC has created a safe harbor in Rule 402 to provide some clarity to the exemption conditions. Under the safe harbor, funding portals, including Sprowttcf.com are

permitted to undertake and participate in the following limited activities under the rule, consistent with the general conditions of the exemption;

Determining whether and under what terms to allow Issuers to offer and sell securities on their platforms.

Applying objective criteria to highlight specific offerings displayed on their platforms.

Providing objective search functions and similar tools to allow Investors to search and sort offerings available on their platforms.

Providing communication channels by which Investors can communicate with one another and Issuer representatives on their platforms about an offering.

Advising Issuers regarding the structure or content of an offering including assisting in preparing offering documentation.

Compensating third parties for referrals.

Paying or offering to pay compensation to registered broker-dealers for services, including referrals.

Receiving compensation from registered broker-dealers for services provided by the funding portals in connection with the offer or sale of securities.

Advertising the existence of the funding portal and objectively identifying Issuers or available offerings.

Denying access to the platform or canceling offerings if the funding portal has a reasonable basis for believing the issuer or offering presents potential for fraud or otherwise raises concerns regarding investor protection.

Accepting investment commitments for securities on behalf of Issuers.

Directing Investors where to transmit funds or remit payment in connection with their securities purchases.

Directing qualified third parties to release proceeds to Issuers on completion of offerings.

6. TRADING PROVISIONS

(a) Responsibility for Orders.

All orders for the purchase and sale of Offerings given for my Account will be authorized by me and executed in reliance on my promise that an actual purchase or sale is intended. It is my intention and obligation to deliver necessary funds to pay for purchase transactions immediately on Sprowttcf demand. I understand Sprowttcf.com may at any time, in its sole discretion and without prior notice to me, prohibit or restrict my ability to place orders, make investments, withdraw funds, trade offerings, and or cancel orders. I further agree not to allow any person to trade on my Account unless a trading authorization for that person has been received and approved by Sprowttcf.com

(b) Applicable Rules and Regulations.

All transactions in my Account will be subject to the constitution, rules, regulations, customs and usages of the exchange or market, and its clearinghouse if any, where such transactions are executed by Sprowttcf.com or its agents, as well as Sprowttcf house trading rules and policies. Where applicable, such transactions will be subject to the provisions of the JOBS Act Amendments to the Securities Act of 1933, the Securities Exchange Act of 1934, and the rules and regulations of the U.S. Securities and Exchange Commission, the Board of Governors of the Federal Reserve System, FINRA and any applicable self-regulatory organization. In no event will Sprowttcf.com be obligated to effect any transaction it believes would violate any federal or state law, rule or regulation or the rules or regulations of any regulatory or self-regulatory body.

(c) Crowdfunding Market and Offerings Volatility, Market Orders and Limit Orders.

I understand that, whether I place an order, I will receive the price at which my order is executed in the crowdfunding marketplace. Particularly during periods of high volume, illiquidity, fast movement or volatility in the crowdfunding marketplace, the execution price received may differ from the quote provided on entry of an order, and I may receive partial executions of an order at different prices. I understand that Sprowttcf.com is not liable for any such price fluctuations.

Offerings may open for trading at prices substantially higher or lower than the previous offering price or the anticipated price. If I place a crowdfunding market order, I agree to pay or receive the prevailing market price at the time my order is executed. I understand that the price I pay may be significantly higher or lower than anticipated at the time I placed the order.

(d) Order Handling.

I understand that, subject to the terms of an order, the method of execution of each order is in the sole discretion of Sprowttcf.com, Sprowttcf.com may, in its sole discretion, subject certain orders to manual review and entry, which may cause delays in the execution of my orders and may cause my orders to be executed at prices that are significantly different from the price quotes I obtained when I entered my order. Sprowttcf.com reserves the right in its sole discretion to decline to accept any order or to change its requirements with respect to any order without advance notice. I authorize Sprowttcf.com to submit my orders jointly with other orders for other customers and I acknowledge that the average price for executions resulting from bunched orders will be assigned to my Account. On request, Sprowttcf.com will make available the underlying records reflecting the actual transaction prices. I further acknowledge and agree that Offering prices are set solely by the Issuers and Sprowttcf.com has no ability to control Issuer-initiated changes to any Offerings or prices.

(e) Purchases.

I promise to pay for all securities and offerings purchased in my Account by addition of the appropriate cash amount on or before the Settlement Date. Sprowttcf.com reserves the right to require that my Account contain Available Funds in an amount equal to or greater than the purchase price of the securities prior to the trade date. I am responsible for my orders, and I will not rely on Sprowttcf.com to reject orders that exceed my purchasing power. If full funds are not available in the Account and my order is processed, I must promptly deliver payment to Sprowttcf.com for receipt on or before the Settlement Date. If payment is not received by Settlement Date, or as market conditions warrant at any time before or after settlement, Sprowttcf.com may in its sole discretion liquidate and close out any and all Offerings in the Account initiating the transaction to satisfy my payment obligation, without prior notice and without regard for any previous demand or agreement concerning the time for payment. Sprowttcf.com may otherwise liquidate Offerings in one Account to satisfy a payment obligation in another Account. In the event my Account is liquidated, I will be liable for any Losses incurred by Sprowttcf.com

(f) Free-Riding.

Free-riding, or the practice of buying and selling a security in a cash account without valid and timely payment, violates Regulation T of the Federal Reserve Board and may violate other state or federal securities laws and rules. I will not engage in any free-riding transactions in my Account. If I am found to have engaged in free-riding, regardless of whether the activity resulted in a profit, my Accounts may be restricted or closed. I will be responsible for any Losses arising out of or relating to any free-riding transactions in my Account, but I will not be entitled to retain any profit from free-riding transactions. If I am found to have been free-riding in a transaction that generated a profit, that profit will, to the extent permitted by law, be forfeited to Sprowttcf.com.

(g) Cancellation Requests, Order Changes, Late and Corrected Reports.

A cancel instruction is only a request and, as such, cancellation of my order is not guaranteed. Sprowttcf.com processes requests to cancel on a best efforts basis and is not liable to me if it is unable to change or cancel an order. My order will be canceled only if my cancellation request is received in the marketplace and matched up with the existing order before the order is executed. The ability to cancel an order depends in large part on the volume of trading in the particular offering and marketplace and market conditions as a whole, over which Sprowttcf.com has no control. If an order cannot be canceled or changed, I agree that I will be bound by the results of the original order I placed.

I will not assume that an order has been executed, changed or cancelled until I have received a transaction status report from Sprowttcf.com specifically indicating that the order has been executed, changed or cancelled. I am responsible for knowing the status of my pending orders before entering additional orders. Any duplication by me of a pending order will be considered authorized and intended by me, even if the execution of the order exceeds my Available Funds or purchasing power. If I want to change an existing order, I agree to enter a change order. If I enter a cancellation request, I agree to wait for a transaction status report specifically indicating that my cancellation request has been effected

prior to entering a replacement order. Repeated, successive change orders, particularly when an order is partially executed, may under some circumstances result in reporting delays and/or inaccuracies in initial transaction status reports. I will rely on official transaction confirmations as the official records of transactions in my Account, and I agree to contact Sprowttcf.com in the event I am unclear as to the status of an order.

(h) Disclosures to Issuers.

Sprowttcf.com is required to disclose to an Issuer the name, address and position of each customer who is a beneficial owner of that Issuer's securities unless I object. This is done to comply with Rule 14b-1(c) under the Securities Exchange Act of 1934. Unless I notify Sprowttcf.com of such objection in writing, Sprowttcf.com will make such disclosures to Issuers.

(i) Reorganizations and Corporate Actions.

Certain securities may impart valuable rights that expire unless the holder takes some action. I understand that I am responsible for knowing the rights and terms of all securities in my Account. Sprowttcf.com will not be obligated to notify me of any upcoming expiration or redemption dates, or to take any other action on my behalf, except as required by law and applicable rules of regulatory authorities. I agree not to hold Sprowttcf.com liable for any Losses arising out of or relating to my failure to act on any Issuer reorganization or corporate action.

I am responsible for knowing about voluntary and mandatory reorganizations related to securities that I hold, including mergers, name changes, stock splits and reverse stock splits. Sprowttcf.com is not obligated to notify me of any such reorganizations before they occur. I understand that Sprowttcf.com will not allocate securities or funds resulting from reorganizations until such securities or funds are received by Sprowttcf.com from the paying agent or depository. I am solely responsible for knowing about periodic payment activities including cash, stock and optional dividends. Sprowttcf.com is not obligated to notify me of any such activities.

(j) Dividends, Interest and Subscription Rights.

Sprowttcf.com may receive periodic payments, such as dividends and interest, on my behalf, and will credit my Account on or shortly after the date funds are received by or on behalf of Sprowttcf.com.

7. TRADING SYSTEM

I understand that Sprowttcf.com does not guarantee that the Sprowttcf.com Funding Platform will be available to me all the time and on every device. Sprowttcf.com reserves the right to suspend access to the Service without prior notice during scheduled or unscheduled system repairs or upgrades.

(a) Customer Responsibility.

I understand that I am responsible for all acts and omissions relating to the use of the Service, including all orders entered through the Service using my User ID and Passwords. I understand and agree that it is my responsibility to maintain the confidentiality of my User ID and Passwords and to change my Passwords regularly and to keep them confidential. I agree to notify Sprowttcf.com immediately if: (i) an order is placed through the Service and I do not receive an order number; (ii) an order is placed through the Service and I do not receive an accurate acknowledgment of the order or of its execution; (iii) I receive acknowledgement of an execution of an order which I believe I did not place; or (iv) I become aware of any unauthorized use of my User ID and Passwords.

If I fail to notify Sprowttcf.com as soon as practicable when any of the above conditions occur, neither Sprowttcf.com nor any of its affiliates will be liable to me or to any other person for any claim with respect to the handling, mishandling or loss of any order.

(b) Security.

When I access the Sprowttcf.com Funding Platform, Sprowttcf security system automatically protects my communications through server authorization and data encryption. Access requires password authentication to log onto the trading site and to actually place a trade.

(c) Market Data.

I understand that neither Sprowttcf.com nor any participating Data Provider guarantees or makes any warranty of any kind, expressed or implied, regarding the timeliness, sequence, accuracy or completeness of Market Data. I agree that Sprowttcf.com is not liable for any Losses (including lost opportunity or profits) arising out of or relating to: (i) any inaccuracy, defect or omission of the data; (ii) any error or delay in the transmission of such data; or (iii) interruption in any such data due to any cause beyond the control of Sprowttcf.com.

I also understand that each Data Provider asserts a proprietary interest in all of the Market Data it furnishes to the parties that disseminate the data. I will use Market Data (including Real Time Quotes) only for my individual non-business use. I will not provide Market Data to any person or entity. I understand that the Data Providers may enforce the terms of this Agreement directly against me. I acknowledge that I am responsible for payment of all applicable market data access fees.

8. ARBITRATION AGREEMENT AND DISCLOSURES

(A). This Agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

All parties to this Agreement are giving up the right to sue each other in court, including the right to trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration is very limited.

The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

The arbitrators do not have to explain their 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.

The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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.

The rules of the arbitration forum in which the claim is filed, and any amendments thereto shall be incorporated into this Agreement.

(B). I agree to resolve by binding arbitration any controversy that may arise between Sprowttcf.com or its affiliates and me relating in any way to my relationship with Sprowttcf.com, any Account held with Sprowttcf.com, or any service provided by Sprowttcf.com to me. This arbitration agreement includes any controversy involving transactions of any kind made on my behalf by or through Sprowttcf.com, or the performance, construction or breach of this Agreement or any other written agreement between Sprowttcf.com and me. Any dispute or claim involving a dollar amount in excess of \$50,000 will be before a panel of at least three arbitrators. I make this arbitration agreement on behalf of myself and my heirs, administrators, representatives, executors, successors, assigns and together with all other persons claiming a legal or beneficial interest in my Account.

Any award of the arbitrator or a majority of the arbitrators will be final and binding, and judgment on such award may be entered in any court having jurisdiction. This arbitration provision will be enforced and interpreted exclusively in accordance with applicable federal laws of the United States, including the Federal Arbitration Act. Any costs, attorneys' fees or taxes involved in confirming or enforcing the award will be fully assessed against and paid by the party resisting confirmation or enforcement of said award.

(C). No person will 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:

the class certification is denied;

the class is decertified; or

the customer is excluded from the class by the court.

Such forbearance to enforce an agreement to arbitrate will not constitute a waiver of any rights under this Agreement except to the extent stated herein.

9. MISCELLANEOUS PROVISIONS

(a) Interaction with Other Financial Institutions.

I acknowledge and agree to the extent that I maintain Accounts or other financial services or investment advisory relationships with affiliated or unaffiliated entities of Sprowttcf.com, that such relationships will be considered separate and apart from my Investor Account with Sprowttcf.com

(b) Escrow Account Service Provider.

I understand that Sprowttcf.com is a separate entity from the Company selected as the Escrow Account Service Provider. The products available through Sprowttcf.com are Crowdfunding Offerings and as such: (i) are not insured by the Federal Deposit Insurance Corporation ("FDIC"); (ii) carry no bank or government guarantees; and (iii) have associated risks. I understand that by investing in crowdfunding offerings, I can lose money, including my principal investment.

(c) Modification of Agreement or Service.

I understand that Sprowttcf.com may change any of the terms and conditions of this Agreement and/or eliminate any term or condition any time. Sprowttcf.com reserves the right, but does not intend to follow it as a matter of course, to notify me of modifications to the Agreement by mailing or e-mailing a written notice or new Agreement to me. I understand that the normal method of notifying me of modifications to the Agreement will be to post the information on the Sprowttcf.com Funding Platform. I also agree that Sprowttcf.com may change its Service any time and that it is not obligated to provide me with notice of such a change.

I agree that use of the Service after a change to the Service or notice of a change to this Agreement, or if I do not close my Account within fifteen (15) calendar days of the change to the Service or notice of a change to the Agreement, means that I accept the change, whether or not I actually know of it, except that changes required by law will be effective immediately.

(d) 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. Except as specifically permitted in this Agreement, no provision of the Agreement can be, nor will it be deemed to be, waived, altered, modified or amended unless agreed to in writing signed by an authorized officer of Sprowttcf.com

(e) Non-Waiver.

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

(f) Successors.

This Agreement will pass to the benefit of Sprowttcf.com and its successors, assigns and agents. In addition, I hereby agree that this Agreement and all the terms hereof, will be binding on my heirs, executors, administrators, personal representatives and any assigns permitted by Sprowttcf.com

(g) Power of Attorney.

I agree and hereby irrevocably appoint Sprowttcf.com, with full power as my true and lawful attorney-in-fact, to the full extent permitted by law, for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that Sprowttcf.com deems necessary or advisable to accomplish the purposes of this Agreement.

(h) Power and Authority.

If I am a natural person, I represent that I have attained the age of majority and have the legal capacity to enter into this Agreement and perform my obligations under it. If I am a legal entity, including a corporation, partnership, estate or trust, I represent that I have all necessary power and authority to execute and perform this Agreement and that the execution and performance of this Agreement will not cause me to violate any provisions in my charter, by-laws, partnership agreement, trust agreement or other constituent agreement or instrument. I further represent that this Agreement, as amended from time to time, is my legal, valid and binding obligation, enforceable against me in accordance with its terms.

(i) Headings.

The heading of each provision of this Agreement is for descriptive purposes only and will not be deemed to modify or qualify any of the rights or obligations set forth in each such provision.

(j) Entire Understanding; Assignment.

This Agreement, all other written agreements and terms contained on statements and confirmations contain the entire understanding between Sprowttcf.com and me. This Agreement supersedes any previous agreements that I have made with Sprowttcf.com individually with regard to my Account, and if the Account is held jointly, it supersedes any previous agreements made by the same parties to this Agreement, to the extent that the subject matter is covered by this Agreement. Sprowttcf.com may assign its rights and duties under this Agreement to any of its successors, subsidiaries or affiliates without giving me notice, or to any other entity on prior written notice to me. I may not assign the rights and obligations under this Agreement without first obtaining the prior written consent of Sprowttcf.com. Any purported assignment in violation of this Agreement will be void.

(k) Choice of Law.

I understand that this Agreement will be deemed to have been made in the State of Illinois and will be construed, and the rights and liabilities of the parties determined, in accordance with the internal laws of the State of Illinois.

(l) Electronic Signatures.

My intentional action in electronically signing this Account Application is valid evidence of my consent to be legally bound by this Agreement and by other documentation submitted in the Account Application process or governing my relationship with Sprowttcf.com. The use of an electronic version of the Account Documents fully satisfies any requirement that they be provided to me in writing. I acknowledge that I may access and retain a record of the documents that I electronically sign through the Sprowttcf.com Funding Platform. I am solely responsible for reviewing and understanding all of the terms and conditions of these documents. I accept as reasonable and proper notice, for the purpose of any and all laws, rules and regulations, notice by electronic means, including, the posting of modifications to this Agreement on the Sprowttcf.com Funding Platform. I acknowledge and agree that Sprowttcf.com may modify the Agreement from time to time and I agree to consult the Sprowttcf.com Funding Platform from time to time for the most up-to-date Agreement.

The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form.

I agree to not contest the admissibility or enforceability of Sprowttcf.com' electronically stored copy of the Agreement in any proceeding arising out of the terms and conditions of the Agreement. If more than one individual has electronically signed this Agreement, our obligations under this Agreement will be joint and several and identical to the obligations of joint account holders that have signed a paper Agreement.

10. ELECTRONIC DELIVERY OF DOCUMENTS

(a) Consent to Electronic Delivery.

Sprowttcf.com is an internet-based crowdfunding funding platform. By agreeing to electronic delivery I am giving my informed consent to electronic delivery of all Account Communications (defined below). "Account Communications" mean all current and future Account statements, trade confirmations, notices, disclosures, regulatory communications, and other information, documents, data and records regarding my Account and the Service (including amendments to this Agreement) delivered or provided to me by Sprowttcf.com, by the issuers of the Offerings in which I invest, and by other parties.

(b) Electronic Delivery System.

Sprowttcf.com will notify me by e-mail when Account Communications are posted on the Sprowttcf.com Funding Platform if required by law. I will have access through the Sprowttcf.com Funding Platform to an archive of all documents I received via electronic delivery for at least the current year. I may obtain copies of earlier documents on my request for up to five years for Account statements and three years, for trade confirmations. All e-mail notifications of Account Communications will be sent to my e-mail address of record.

I acknowledge that the Internet is not a secure network and that communications transmitted over the Internet may be accessed by unauthorized or unintended third parties. E-mail notifications sent by Sprowttcf.com will not contain sensitive or confidential customer information, including account numbers and the identity of the security purchased. Due to security risks, I will not send any sensitive information, such as account numbers or Passwords, in an unencrypted e-mail.

E-mails on rare occasions may fail to transmit properly. Regardless of whether I receive an e-mail notification, I agree to check the Sprowttcf.com Funding Platform regularly for up-to-date information and to avoid missing time-sensitive information. I agree that, for my records, I can download and save or print the Account Communications I receive via electronic delivery. I understand that if I am deemed to have revoked my consent to electronic delivery, Sprowttcf.com, at its discretion, may charge me a reasonable service fee for the delivery of Account Communications that would otherwise be delivered to me electronically, or restrict my Account up to and including termination of my account.

I agree that the primary method of Sprowttcf.com¹ communication with me will be by posting information on servers accessible from the Sprowttcf.com Funding Platform and, to the extent required by law, sending me a notice that directs me to the Sprowttcf.com Funding Platform from which the information can be read and printed. I understand that Sprowttcf.com reserves the right, however, to post Account Communications on the Sprowttcf.com Funding Platform without providing notice to me, send Account Communications to my electronic address of record or to another Access Device I have registered with Sprowttcf.com I agree to check the Sprowttcf.com Funding Platform regularly as I may have no other means of knowing that information and Account Communications have been delivered to me. I agree that all Account Communications provided to me in any of the ways described above will be deemed to have been good and effective delivery to me when sent or posted by Sprowttcf.com, regardless of whether I actually or timely receive or access the Account Communication.

I agree to promptly and carefully review all Account Communications as and when delivered.

(c) Costs.

Potential costs associated with electronic delivery of Account Communications include charges from Internet access providers and telephone companies, and such charges are borne by me. Sprowttcf.com does not charge me additional online access fees for receiving electronic delivery of Account Communications.

(d) Hardware or Software Requirements.

I understand that to receive electronic deliveries, I must have Internet access, a valid e-mail address, the ability to download such applications as Sprowttcf.com may specify and to which I have access and a printer or other device to download and print or save any information I may wish to retain. Sprowttcf.com will notify me of any changes in the hardware and software requirements needed to access electronic records covered by this consent.

(e) Consent and Representations.

I hereby agree that I have carefully read the above information regarding informed consent and fully understand the implications thereof. I hereby agree to the conditions outlined above concerning electronic delivery of Account Communications. I also agree that I will maintain a valid e-mail address and continue to have access to the Internet. If my e-mail address changes, I agree to notify Sprowttcf.com of my new e-mail address immediately in writing (for example, by submitting a completed change of e-mail address electronically through the Sprowttcf.com Funding Platform).

(f) Disclosure related to Promoters.

Any person who promotes an Issuer's Offering for compensation, whether past or prospective, or who is a Founder or an Employee of an Issuer that engages in promotional activities on behalf of the Issuer on the Intermediary's Platform, must clearly disclose in all communications on the Platform the receipt of the compensation and the fact that he or she is engaging in promotional activities on behalf of the Issuer.

(g) Disclosure related to Registered Funding Portal Compensation.

Sprowttcf.com as a Registered Funding Portal receives compensation for its services in connection with Offerings and Sales of Securities made in reliance of Section 4(a)(6). The compensation received by Sprowttcf.com is paid by the Company conducting the Offering on the Sprowttcf.com Platform and could be in several forms including cash and or in-kind securities.

11. WEB SITE USER AGREEMENT

By accessing other Web Sites through links provided at the Sprowttcf.com Funding Platform, I agree to the following terms and conditions. The material available on these linked sites has been produced by independent providers unaffiliated with us. Any opinions or recommendations expressed are solely those of the independent providers and are not the opinions or recommendations of Sprowttcf.com or its subsidiaries. Sprowttcf.com does not provide any legal, tax, or accounting advice or advice regarding the suitability or profitability of any offering, security or investment.

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