SolidBlock Inc. Terms of Use

Last Updated: July [___], 2020

Welcome to SolidBlock Inc.'s ("*SolidBlock," "we," "us"* or *"our"*) website (www.solidblock.co), which includes a software as a service platform for onboarding issuers and investors and providing online tools for the offering and sale of private securities (collectively, the *"SolidBlock Platform"*). THIS TERMS OF USE AND OTHER AGREEMENTS ON THE SOLIDBLOCK PLATFORM GOVERN YOUR USE OF THE SOLIDBLOCK PLATFORM, AND ALSO INCLUDE IMPORTANT DISCLOSURES AND REGULATORY INFORMATION THAT ARE ASSOCIATED WITH THE SERVICES AVAILABLE ON THE SOLIDBLOCK PLATFORM, ALL OF WHICH ARE IMPORTANT AND AFFECT YOUR LEGAL RIGHTS, SO PLEASE READ IT CAREFULLY. WE WANT TO LET YOU KNOW THAT THE AGREEMENT INCLUDES AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US AND YOU TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (A) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (B) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS. PLEASE READ SECTION 16 CAREFULLY.

BY CLICKING ON THE "GET STARTED" BUTTON, COMPLETING THE ACCOUNT REGISTRATION PROCESS, OR USING OUR SERVICES, YOU REPRESENT THAT (A) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF USE, (B) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SOLIDBLOCK, AND (C) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE REGISTERED USER, AND TO BIND THAT ENTITY TO THE TERMS OF USE. THE TERM *"YOU"* REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE REGISTERED USER WHEN YOU SUBMIT YOUR REGISTRATION INFORMATION ON THE SOLIDBLOCK PLATFORM. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF USE, YOU MAY NOT ACCESS OR USE THE SOLIDBLOCK PLATFORM.**

Your use of, and participation in, certain Services may be subject to additional terms ("*Supplemental Terms"*) and such Supplemental Terms will either be listed in the Terms of Use or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Terms of Use are inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. The Terms of Use and any applicable Supplemental Terms are referred to herein as the *"Agreement"*.

1. Scope of Services

The SolidBlock Platform provides services (*"Services"*) and online tools to investors (*"Investors"*) and issuers (*"Issuers"*) in connection with the offering and sale of private securities (the *"Offering"*). The Services also assist Investors and Issuers in monitoring compliance for secondary trading through the use of Ethereum blockchain protocol and associated functionality.

As part of the Services and in addition to presenting information regarding transactions made available by unaffiliated Issuers, the SolidBlock Platform may present information regarding potential investments in debt, equity or other investments of entities managed by SolidBlock (the "*Interests*"). These Securities, which are securities under U.S. securities laws, will be represented by cryptographic digital tokens (Tokens), which are Ethereum blockchain-based smart contract digital tokens meeting the ERC-20 standard as modified to meet transfer restriction requirements under applicable U.S. securities laws or tokens using another standard so modified ("*Tokens*").

By participating in an offering of Tokens through the SolidBlock Platform you agree and understand that each offering has its own terms, rules and risks and it is your responsibility to carefully review all terms, rules, risk factors and offering documents and decide on your own if you agree to them.

Even if you have access to investment opportunities on the SolidBlock Platform, you may not be able to participate in such offering. Our decisions to permit your participation are subject to, among other things, demonstration to our satisfaction that you meet legal requirements for participation, consent of relevant third parties, execution of definitive documentation, and our discretion. If you are offered the opportunity to participate in a transaction, you will be required to sign additional documentation. The decisions of our management are final in all matters relating to the Services, investments and other activities.

The Tokens offered on the SolidBlock Platform have not been registered under the Securities Act of 1933, as amended (the *"Securities Act"*) in reliance on the exemptions under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder, and/or Regulation S promulgated thereunder. Securities sold through private placements are restricted and not publicly traded and are therefore illiquid. Neither the U.S. Securities and Exchange Commission nor any state securities

commission or other regulatory authority has approved, passed upon or endorsed the merits of any securities offering on the SolidBlock Platform.

The Tokens being offered are highly speculative in nature, involve a high degree of risk and should be purchased only by persons who can afford to lose their entire investment. There can be no assurance that any Token's business objectives will be achieved or that a secondary market will ever develop for the Interests, whether via the SolidBlock Platform, via third party registered broker-dealers or otherwise. Investing in private placements requires high risk tolerance, low liquidity concerns, and long-term commitments. The Interests being sold are not FDIC insured, may lose value, and there is no bank or other guarantee.

SolidBlock is not a broker-dealer or an investment adviser registered or required to be registered with the Securities and Exchange Commission ("SEC") or the Financial Industry Regulatory Authority, Inc. ("FINRA"). Any investments made through the Site are not protected or insured by the Securities Investor Protection Corporation or otherwise. Any investment in any Issuer made through the Site and any securities acquired and/or held by you as a result of such investment will be reflected on the books and records maintained by that issuer ("Issuer Records"), and SolidBlock does not guarantee the accuracy of any such Issuer Records. Any funds deposited or transmitted in connection with a transaction arising from use of the Site shall be transmitted through a registered broker-dealer or directly between the counterparties in such transaction and/or their respective agents and representatives.

Each transaction on the Site involving the purchase and sale of Shares or other securities or Tokens issued by an Issuer is a securities transaction that must be conducted in compliance with U.S. securities laws and the rules and regulations promulgated thereunder. It is your obligation to understand the nature of the Services and use them appropriately.

2. Privacy Policy

Please refer to our Privacy Policy for information about how we collect, use and share information about you.

3. Account Registration and Communication Preferences

To access and use the Services, you will need to first register for an account (*"Account"*) to become a registered user (*"Registered User"*) as per the process described below. The process to become a Registered User includes you providing identification and offering qualification information. By creating an Account, you agree to (a) provide accurate, current and complete Account information about yourself, and obtain all necessary consents from third parties prior to providing any personal information about such third parties, or otherwise establish a valid legal basis for the provision of such personal information to us under applicable law, (b) maintain and promptly update from time to time as necessary your Account information, (c) maintain the security of your password and accept all risks of unauthorized access to your Account and the information you provide to us, and (d) immediately notify us if you discover or otherwise suspect any security breaches related to the SolidBlock Platform, or your Account. You represent that your use of the Services will not involve use in connection with any unlawful or otherwise undesirable activity (as determined by SolidBlock in its absolute and sole discretion), including, but not limited to dealing in counterfeit goods, gambling, money laundering, or drug activity. SolidBlock will block multiple accounts of the same user. Also, you agree that you will not: (i) create another Account if we've disabled one you had unless you have our written permission first, (ii) buy, sell, rent or lease access to your Account or username unless you have our written permission first, (iii) share your Account password with anyone, or (iv) log in or try to log in to access the SolidBlock Platform through unauthorized third party applications or clients.

3.1 Once you become a Registered User but before you can participate in investments on the SolidBlock Platform. SolidBlock or its third party vendors (*"SolidBlock Vendors"*) will run identity verification and compliance checks (including without limitation, any checks we deem reasonably necessary to assess legal compliance (including the risk of your involvement in money laundering, terrorist financing, fraud, or any other financial crime)) pursuant to applicable laws and Issuer requirements for accreditation based on the information provided by you during the user registration process (*"Verification Check(s)"*). The results of Verification Checks may be used by SolidBlock and its placement agents or other Issuers and their placement agents, to determine your eligibility to use our Services and participate in an Offering. SolidBlock may, but is under no obligation to, re-confirm Verification Checks or independently review the results of any Verification Checks performed by third parties, and SolidBlock is not liable for any errors therein. You hereby consent and authorize SolidBlock to delegate the authorizations you provide to SolidBlock to Issuers and their placement agents, as well as SolidBlock Vendors, in each case, as SolidBlock deems necessary or desirable to provide the Services to you. You agree that the terms and

conditions of the Agreement, including any of the other terms, conditions, warranty disclaimers and liability disclaimers incorporated into this Agreement, inure to the benefit of such SolidBlock Vendors and they are third party beneficiaries of this Agreement.

3.2 In general, it is intended that the securities associated with the Service and in an Account will be held by SolidBlock or a third-party custodian. During your use of the Services, as an alternative, you may elect to set up a cryptocurrency wallet (*"Wallet"*) account with a cryptocurrency wallet provider (*"Wallet Provider"*). You may use the Wallet only for the purpose of transacting in securities through the Service. Your use of the Wallet will be subject to the terms of use agreement between you and such Wallet Provider.

3.3 By creating an Account, you also consent to receive electronic communications from SolidBlock (e.g., via email or by posting notices to the SolidBlock Platform). These communications may include notices about your Account (e.g., password changes and other transactional information) and are part of your relationship with us. For contractual purposes, you (a) consent to receive communications from SolidBlock in an electronic form, and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that SolidBlock provides to you electronically satisfy any applicable legal requirement (including but not limited to, the Uniform Electronic Transactions Act and Electronic Signatures in Global and National Commerce Act), that such communications would satisfy if it were to be in writing. SolidBlock reserves the right to provide to you documents in electronic format, collect signatures in electronic format and paper out all electronically signed documents and record your holdings of related securities in hard copy paper format, in the event of a system failure, hack, unrecoverable electronic damage, or other event beyond SolidBlock's reasonable control.

3.4 You should maintain copies of electronic communications from us by printing a paper copy or saving an electronic copy. We may also send you promotional communications via email, including, but not limited to, newsletters, special offers, surveys and other news and information we think will be of interest to you. You may opt out of receiving these promotional emails at any time by following the unsubscribe instructions provided therein.

3.5 You must provide all equipment and software necessary to access the SolidBlock Platform and Services. You are solely responsible for any fees, including internet connection or mobile fees, that you incur when accessing the SolidBlock Platform or Services.

3.6 Notwithstanding anything to the contrary herein, you acknowledge and agree that you shall have no ownership or other property interest in your Account (other than the securities associated with such Account), and you further acknowledge and agree that all rights in and to your Account are and shall forever be owned by and inure to the benefit of SolidBlock.

4. Ownership

4.1 Unless otherwise indicated in writing by us, the SolidBlock Platform and all content and other materials contained therein, including, without limitation, the SolidBlock logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, *"SolidBlock Content"*) are the proprietary property of SolidBlock or our affiliates, licensors or users, as applicable.

4.2 Notwithstanding anything to the contrary in this Agreement, the SolidBlock Platform and SolidBlock Content thereon may include software components provided by SolidBlock or its

affiliates or a third party that are subject to separate license terms, in which case those license terms will govern such software components.

4.3 The SolidBlock logo and any SolidBlock product or service names, logos or slogans (*"SolidBlock Marks"*) that may appear on the SolidBlock Platform are trademarks of SolidBlock or our affiliates and may not be copied, imitated or used, in whole or in part, without our prior written permission. You may not use any metatags or other "hidden text" utilizing "SolidBlock" or any other name, trademark or product or service name of SolidBlock or our affiliates without our prior written permission. In addition, the look and feel of the SolidBlock Platform, including, without limitation, all page headers, custom graphics, button icons and scripts, constitute the service mark, trademark or trade dress of SolidBlock and may not be copied, imitated or used, in whole or in part, without our prior written permission. All trademarks or logos other than SolidBlock Marks mentioned on the SolidBlock Platform are the property of their respective owners and may not be copied, imitated or used, in whole or in part, without the permission of the applicable trademark holder. Reference to any products, services, processes or other information by name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation by SolidBlock.

5. Authorized Access and Use of the SolidBlock Platform and Content

5.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the SolidBlock Platform and the SolidBlock Content thereon (collectively, *"SolidBlock Properties"*) for the sole purpose of using the Services for your personal or internal business purposes. The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit SolidBlock Properties or any portion of SolidBlock Properties, except as authorized by us, (b) you shall not frame or utilize framing techniques to enclose any trademark, logo or trade name, or other SolidBlock Properties (including images, text, page layout or form), (c) you shall not use any metatags or other "hidden text" using SolidBlock's name or trademarks, (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of SolidBlock Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law, (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" or download data from any web pages contained in the SolidBlock Platform (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the SolidBlock Platform for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials), (f) you shall not access SolidBlock Properties in order to build a similar or competitive website, application or service, (g) except as expressly stated herein, no part of SolidBlock Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in SolidBlock Properties.

Any future release, update or other addition to SolidBlock Properties shall be subject to the Agreement. SolidBlock, its suppliers and service providers reserve all rights not granted in the Agreement. Any unauthorized use of SolidBlock Properties terminates the licenses granted by SolidBlock pursuant to the Agreement.

5.2 SolidBlock may require you to provide additional information and documents at the request of any governmental authority or for the purposes of Verification Checks, compliance with any applicable law or regulation, including laws related to laundering of funds that represent the proceeds of crime, or for counteracting financing of terrorism. SolidBlock may also require you to provide additional information and documents in cases where it has reasons to believe that: (a) your Account is being used for money laundering or for any other illegal or suspicious activity, (b) you have concealed or reported false identification information or other details, (c) you are located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "State Sponsor of Terrorism" or you are listed on any U.S. Government list of prohibited or restricted parties, (d) trades effected via your Account were effected in breach of this Agreement, or (e) your use of the Services violates applicable laws and regulations. In such cases, SolidBlock in its sole discretion, may suspend your transactions until such additional information and documents are reviewed by SolidBlock and accepted as satisfying the requirements of applicable law. If you do not provide complete and accurate information and documents in response to such a request, SolidBlock may refuse to provide its Services to you. Please be aware that providing false or inaccurate information or engaging in illegal activities may result in you being prosecuted for violation of securities laws or any other applicable laws. Different jurisdictions have different laws and regulations with respect to investing in securities. You are responsible and liable at all times for any compliance obligations that you may be subject to in accordance with applicable laws and regulations in your home country or state.

5.3 You may not use the Site, any content showcased on the Site, or any other information acquired from SolidBlock, viewed on the Site, or otherwise exposed to through your use of the Services, for commercial or investment activity outside of the Services, without prior written approval from SolidBlock. For sake of clarity, any use of information exposed to on the Site for purposes of direct investment into any investment opportunity by way of circumvention of SolidBlock and the Services, shall be considered a material breach of these Terms, for which you will be held liable in connection with any loss and/or damage incurred by SolidBlock.

6. Linking

The SolidBlock Platform may contain links to third-party websites (*"Non-SolidBlock Websites"*) and applications (*"Non-SolidBlock Applications"*). The SolidBlock Platform may also provide services to you by integrating with the products and services of Non-SolidBlock Websites and Non-SolidBlock Applications. When you click on a link to a Non-SolidBlock Website or Non-SolidBlock Application, we will not warn you that you have left the SolidBlock Platform and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Non-SolidBlock Websites and Non-SolidBlock Applications and are not under the control of SolidBlock. SolidBlock is not responsible for any

Non-SolidBlock Websites or Non-SolidBlock Applications. SolidBlock provides these Non-SolidBlock Websites and Non-SolidBlock Applications only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Non-SolidBlock Websites or Non-SolidBlock Applications, or their products or services. You use all links in Non-SolidBlock Websites, and Non-SolidBlock Applications at your own risk. When you leave the SolidBlock Platform, our Agreement and policies no longer govern. You should review applicable agreement and policies, including privacy and data gathering practices, of any Non-SolidBlock Websites or Non-SolidBlock Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

7. User Conduct and Feedback

7.1 You agree that you will not violate any law, contract, intellectual property or other third party right, and that you are solely responsible for your conduct, while accessing or using the SolidBlock Platform or using the Service. You agree that you will abide by this Agreement and will not: take any action or make available any content on or through SolidBlock Properties that: (a) infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any person or entity, (b) is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, offensive, or profane, (c) constitutes unauthorized or unsolicited advertising, junk or bulk e-mail, (d) involves commercial activities and/or sales without SolidBlock's prior written consent, (e) impersonates any person or entity, including any employee or representative of SolidBlock or SolidBlock's customers, (f) interferes with or attempt to interfere with the proper functioning of SolidBlock Properties or uses of the SolidBlock Properties in any way not expressly permitted by the Agreement, or (g) attempts to engage in or engage in, any potentially harmful acts that are directed against SolidBlock Properties, including but not limited to violating or attempting to violate any security features of SolidBlock Properties, using manual or automated software or other means to access, "scrape," "crawl" or "spider" any pages contained in SolidBlock Properties, introducing viruses, worms, or similar harmful code into SolidBlock Properties, or interfering or attempting to interfere with use of SolidBlock Properties by any other user, host or network, including by means of overloading, "flooding," "spamming," "mail bombing," or "crashing" SolidBlock Properties.

7.2 You agree that submission of any ideas, suggestions, documents, and/or proposals to SolidBlock through its suggestion, feedback, wiki, forum or similar pages (*"Feedback"*) is at your own risk and that SolidBlock has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to SolidBlock a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, reformat, create derivative works of, and otherwise commercially or non-commercially exploit in any

manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the SolidBlock Platform.

8. Confidentiality

During the process of participating in the Offering, you as a Registered User may receive Confidential Information of SolidBlock or an Issuer. During the term of this Agreement and at all times thereafter, you will (a) hold all Confidential Information in strict trust and confidence, (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted or required by this Agreement, (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining SolidBlock's express prior written consent on a case-by-case basis. "Confidential Information" means any and all information related to SolidBlock, SolidBlock's business (including trade secrets, technical information, business strategies, marketing plans, customer and supplier lists, investment information, financial data, and proprietary information of third parties provided to SolidBlock in confidence) that is labeled or identified as "confidential" or "proprietary", Issuers or their Offerings, or that you otherwise know, or would reasonably be expected to know is confidential.

9. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless SolidBlock, and our respective past, present and future employees, officers, directors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the *"SolidBlock Parties"*), from and against all actual or alleged third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses (including, without limitation, attorneys' fees and expenses) and costs (including, without limitation, court costs, costs of settlement and costs of pursuing indemnification and insurance), of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, *"Claims"*), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) your use or misuse of the SolidBlock Platform, including without limitation, the associated Services and SolidBlock Properties, (b) your violation of this Agreement and any other online agreements, investor documents, disclosure obligations, applicable laws and regulations, (c) your violation of the rights of a third party, including but

not limited to Issuers, or (d) your negligence or willful misconduct arising out of relating to the Offering, including the Services, provided that you may not settle any Claim against SolidBlock unless such settlement completely and forever releases SolidBlock from all liability with respect to such Claim or unless SolidBlock consents to such settlement, and further provided that SolidBlock will have the right, at its option, to defend itself against any such Claim or to participate in the defense thereof by counsel of its own choice. THIS INDEMNITY IS IN ADDITION TO, AND NOT IN LIEU OF, ANY OTHER INDEMNITIES SET FORTH IN A WRITTEN AGREEMENT BETWEEN YOU AND SOLIDBLOCK.

10. Disclaimers

EXCEPT AS EXPRESSLY PROVIDED TO THE CONTRARY IN A WRITING BY SOLIDBLOCK, THE SOLIDBLOCK PLATFORM AND ASSOCIATED SERVICES, AS WELL AS THE SOLIDBLOCK CONTENT CONTAINED THEREIN, AND SMART CONTRACTS CREATED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOLIDBLOCK (AND SOLIDBLOCK VENDORS) MAKE NO WARRANTY THAT THE SOLIDBLOCK PLATFORM OR ANY ASSOCIATED SERVICES: (A) WILL MEET YOUR REQUIREMENTS, (B) WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR (C) WILL BE ACCURATE, RELIABLE, COMPLETE, LEGAL, OR SAFE. SOLIDBLOCK DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AS TO THE SOLIDBLOCK PLATFORM AND ANY SOLIDBLOCK CONTENT CONTAINED THEREIN.

SOLIDBLOCK WILL NOT BE LIABLE FOR ANY LOSS OF ANY KIND FROM ANY ACTION TAKEN OR TAKEN IN RELIANCE ON MATERIAL OR INFORMATION, CONTAINED ON THE SOLIDBLOCK PLATFORM. WHILE SOLIDBLOCK ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SOLIDBLOCK PLATFORM AND SOLIDBLOCK CONTENT THEREON SAFE, SOLIDBLOCK CANNOT AND DOES NOT REPRESENT OR WARRANT THAT THE SOLIDBLOCK PLATFORM, ITS ASSOCIATED SERVICES, SOLIDBLOCK CONTENT, ANY SMART CONTRACTS CREATED THROUGH THE SERVICES OR OUR INFORMATION TECHNOLOGY SYSTEMS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE CANNOT GUARANTEE THE SECURITY OF ANY DATA THAT YOU DISCLOSE ONLINE. YOU ACCEPT THE INHERENT SECURITY RISKS OF PROVIDING INFORMATION AND DEALING ONLINE OVER THE INTERNET AND WILL NOT HOLD US RESPONSIBLE FOR ANY BREACH OF SECURITY UNLESS IT IS DUE TO OUR GROSS NEGLIGENCE. SOLIDBLOCK WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSS AND TAKE NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY DAMAGES ARISING FROM ANY

DECISIONS OR ACTIONS MADE BY YOU BASED ON THE SOLIDBLOCK CONTENT OR INFORMATION ON SOLIDBLOCK PROPERTIES OR THROUGH USE OF CRYPTOCURRENCY OR SMART CONTRACTS INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (A) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, INCORRECT CRYPTOCURRENCY WALLET ADDRESSES, BANK WIRE INFORMATION OR MISTYPED ADDRESSES; (B) SERVER FAILURE OR DATA LOSS, (C) CORRUPTED WALLET FILES, (D) UNAUTHORIZED ACCESS TO APPLICATIONS, (E) ACTS, OMISSIONS OR ERRORS BY ANY ISSUER, ISSUER VENDORS OR SOLIDBLOCK VENDORS, (F) ACTS, OMISSIONS OR ERRORS IN RESPECT OF SOLIDBLOCK'S HOLDING OF TOKENS ON BEHALF OF INVESTORS AND (G) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF CYBER ATTACK AGAINST THE SOLIDBLOCK PLATFORM, ANY ASSOCIATED SERVICES, INCLUDING SMART CONTRACTS.

SMART CONTRACTS EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE CORRESPONDING BLOCKCHAIN. ANY ACTUAL TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY SECURITIES (WHICH DOES NOT INCLUDE TRANSFERS OF TITLE THAT TAKE PLACE SOLELY ON THE SOLIDBLOCK PLATFORM) OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE BLOCKCHAIN.

11. No Investment or Financial Advice

11.1   SolidBlock is neither a broker-dealer, nor national securities exchange, alternative trading system, or other regulated securities market. In the future, SolidBlock may operate with an affiliated broker-dealer (*"Broker-Dealer Affiliate"*) but this Agreement solely applies to SolidBlock and not to any Broker-Dealer Affiliates.

11.2   No aspect of the SolidBlock Platform is designed or intended to provide financial, legal, tax or investment advice or recommendations. You are solely responsible for determining whether any investment, investment strategy or related transaction is appropriate for you based on your personal investment objectives, financial circumstances and risk tolerance. You should consult your legal or tax professional about your investment goals. The availability of the SolidBlock Platform does not constitute an offer or an invitation to purchase securities in any jurisdiction in which such offer or invitation is not authorized or to any person to whom it is unlawful to make such offer or invitation. Users must inform themselves about such restrictions and are solely responsible for complying with the same.

11.3   SolidBlock is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of cryptocurrency or smart contracts. SolidBlock is not responsible for casualties due to late report by developers or representatives (or no report at all) of any issues with the blockchain supporting cryptocurrency including forks, technical node issues or any other issues that result in losses or damages.

11.4 Nothing in this Agreement shall exclude or limit liability of either party for fraud, death or bodily injury caused by negligence, violation of laws, or any other activity that cannot be limited or excluded by legitimate means.

You agree that your Account will be self-directed and that you are solely responsible for all purchases, orders, investment decisions and instructions placed in your Account. Although the SolidBlock Platform may provide data, information or content relating to investment strategies and/or opportunities to buy and/or sell securities, you should not construe any such content as tax, legal, financial, accounting or investment advice. You acknowledge that, with respect to Issuers who place offerings on the SolidBlock Platform, SolidBlock is not liable to and will not verify or investigate the accuracy and completeness of the offering material and other information posted on the SolidBlock Platform. You are strongly encouraged to contact SolidBlock or the Issuer to discuss any questions regarding an offering. You represent that any decision to invest is based solely on your consideration of the risks involving a particular security or those of a third-party (i.e. your personal financial advisor) and is made at your own risk. All investments involve a degree of risk, and you acknowledge and agree that you are solely responsible for determining the suitability of an investment or strategy and accept the risks associated with such decisions that may include the risk of complete loss of your principal.

We do not provide any investment, tax, or legal advice, nor do we broker trades on your behalf. We are not your broker, intermediary, agent or advisor and have no special relationship with or fiduciary duty to you. You agree and acknowledge that you are solely responsible for conducting legal, accounting or due diligence review on any companies or securities listed on the Solidblock Platform. You are advised to consult with a licensed legal professional and investment advisor for any legal, tax, accounting, insurance, or investment advice. The SolidBlock Platform will merely provide you with the ability for you to make your own investment decision without any advice by the SolidBlock Platform. You agree that we have no liability for any of your activities or decisions made while using the SolidBlock Platform.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

12. Assumption of Risk in Blockchain Services

You accept and acknowledge:

12.1 Should you choose to purchase securities using cryptocurrency, you are solely responsible for determining what, if any, taxes apply to your cryptocurrency transactions. Neither SolidBlock nor any affiliate, employees, officers, directors, consultants or equity holders are responsible for determining the taxes that apply to cryptocurrency transactions.

12.2 There are risks associated with using an internet based blockchain protocol (including smart contracts we may create), including but not limited to, the risk of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your Account. You accept and acknowledge that SolidBlock will not be responsible for any communication failures, disruptions, errors, distortions or delays you may experience caused by circumstances beyond our reasonable control.

12.3 The regulatory regime governing blockchain technologies, cryptocurrencies, and smart contracts is changing rapidly and uncertain; new regulations or policies, including any applicable international or domestic laws may materially adversely affect the Services.

12.4 If a Registered User fails a Verification Check conducted by SolidBlock Vendors or is rejected by an Issuer with respect to an Offering for any or no reason, SolidBlock takes no responsibility for any resultant losses to Registered Users. SolidBlock is not liable for any act or omissions of any Issuer or any Issuer Vendors and in the event that an Issuer decides to cancel an Offering or any associated sale of securities.

13. Limitation of Liability; Release

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SOLIDBLOCK BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE SOLIDBLOCK PLATFORM OR ANY ASSOCIATED SERVICES, SMART CONTRACTS, SOLIDBLOCK PRODUCTS, THIRD PARTY WEBSITES AND SOLIDBLOCK CONTENT, OR FOR ANY DAMAGES RELATED TO LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND EVEN IF SOLIDBLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SOLIDBLOCK PLATFORM, PRODUCTS, SERVICES, CONTENT OR THIRD PARTY WEBSITES AND PRODUCTS ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA RESULTING THEREFROM.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE MAXIMUM AGGREGATE LIABILITY OF SOLIDBLOCK ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE ACCESS TO AND USE OF THE SOLIDBLOCK PLATFORM, CONTENT, SMART CONTRACTS OR ANY ASSOCIATED SERVICES OF THE SOLIDBLOCK PLATFORM EXCEED $500.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF SOLIDBLOCK FOR DEATH OR PERSONAL INJURY CAUSED BY AN EMPLOYEE OR SOLIDBLOCK'S NEGLIGENCE OR INTENTIONAL MISCONDUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some jurisdictions also limit disclaimers or limitations of liability for personal injury from consumer products, so this limitation may not apply to personal injury claims.

14. Modifications to the SolidBlock Platform

We reserve the right in our sole discretion to modify, suspend or discontinue, temporarily or permanently, the SolidBlock Platform (or any features or parts thereof) or suspend or discontinue the Services at any time, with or without cause, and without liability therefor. If we make material changes to this Agreement, we will provide notice of such changes, such as by sending an email notification, providing notice through the SolidBlock Platform or updating the "Last Updated" date at the beginning of this Agreement. By continuing to access or use the SolidBlock Platform, you confirm your acceptance of the revised Agreement and all of the terms incorporated therein by reference. We encourage you to review the Agreement frequently to ensure that you understand the terms and conditions that apply when you access or use the SolidBlock Platform. If you do not agree to the revised Agreement, you may not access or use the SolidBlock Platform.

15. Dispute Resolution; Arbitration (*"Arbitration Agreement"*)

Please read the following Arbitration Agreement in this Section carefully. It requires Users to arbitrate disputes with SolidBlock and limits the manner in which such users can seek relief from us.

15.1   Applicability of Arbitration Agreement. Users agree that any dispute or claim relating in any way to their access or use of the SolidBlock Platform, to any products sold or distributed through the SolidBlock Platform, or to any aspect of their relationship with SolidBlock, will be resolved by binding arbitration, rather than in court, except that (a) the user may assert claims in small claims court if your claims qualify; and (b) the user or SolidBlock may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement. Any award of the arbitrator shall be final and binding on the parties.

IF YOU AGREE TO ARBITRATION WITH SOLIDBLOCK, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST SOLIDBLOCK ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST SOLIDBLOCK IN AN ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.

15.2   Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to us at 729 Ocean Parkway, Brooklyn, New York 11230. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at http://www.jamsadr.com/rules-streamlined-arbitration/; all other claims shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at http://www.jamsadr.com/rules-comprehensive-arbitration/. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, SolidBlock will pay them for you. In addition, SolidBlock will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

15.3   Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and SolidBlock. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief

on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

15.4   Waiver of Jury Trial. YOU AND SOLIDBLOCK HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and SolidBlock are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 16.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

15.5   Waiver of Class or Other Non-Individualized Relief. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A OR COLLECTIVE CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 17.

15.6   30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: SolidBlock Inc., 729 Ocean Parkway, Brooklyn, New York 11230, within 30 days after first becoming subject to this Arbitration Agreement. You may also submit your decision to help@solidblock.co. Your notice must include your name and address, the email address you used to set up your account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have,or may enter in the future, with us.

15.7   Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with SolidBlock.

16. Governing Law and Venue

This Agreement, including your access to and use of the Services made available on the SolidBlock Platform shall be governed by and construed and enforced in accordance with the laws of the State of New York (without regard to conflict of law rules or principles of the State of New York, or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in state or federal courts of the State of New York.

17. Termination

Notwithstanding anything contained in this Agreement, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the SolidBlock Platform and the associated Services at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event, to the fullest extent permitted by applicable law. Prior to closing your Account, any securities associated with your Account must be sold to a third party in accordance with the terms of the applicable securities. If you have not transferred your securities, once your Account is closed, we will transfer your securities to a Wallet which we will set up for you and thereafter not be responsible or liable for any securities in your Wallet. In the event that you terminate your Account, after participating in an Offering but prior to closing of a sale of securities, this will be deemed as your withdrawal from the Offering.

18. Severability

If any term, clause or provision of this Agreement is held invalid or unenforceable, then that term, clause or provision will be severable from this Agreement and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of this Agreement.

19. Survival

The following sections will survive the expiration or termination of this Agreement and the termination of your Account: all defined terms and Sections 2, 3, 4, 5.2-3, 8, 9, 10, 11, 12.3, 12.4, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22.

20. Assignment

The Agreement, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without SolidBlock's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.

21. Miscellaneous

This Agreement constitutes the entire agreement between you and SolidBlock relating to your access to and use of the SolidBlock Platform. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of SolidBlock prior, concurrent or subsequent circumstance, and SolidBlock's failure to assert any right or provision under this

Agreement shall not constitute a waiver of such right or provision. Except as otherwise provided herein, this Agreement is intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.