

As of December 12th, 2017

Sprowtt Inc. (collectively “Sprowtt “our”, or “we”) provides tools, technology and information for certain back-office functions for those involved in capitalizing businesses (and funds) including but not limited to 15c2-4 compliant escrow, Esign Act of 2001 and SEC Rule 17a-4 compliant electronic document signing, investor and issuer background checks, and private placement disclosures to assist in disclosure compliance with the Securities Act of 1933 (the “Service”). By using the Sprowtt.com Service, you (“User”, “you” or “your”) agree to be bound by this Terms of Use Agreement (“Agreement”).

User agrees that Sprowtt has, by making the Service available to User, provided fair and equitable consideration for entering into this Agreement. This Agreement sets out the legally binding terms of your use of the Service and may be modified by Sprowtt from time to time, with such modifications effective upon posting to the website; specifically located by clicking on the link entitled “Terms of Use” found at the bottom of the page www.Sprott.com.

This Agreement sets forth the understanding between the parties and governs your use of the Service, including any and all communications you have with others, and any and all Content (“Content”, meaning, without limitation all information, writings, images, text, photos, video, art, selections of multiple-choice boxes, lists, content, media and materials, all software, code, design, text, scripts, messages, images, photographs, illustrations, audio, video, media files, artwork, graphic material, articles, databases, proprietary information, writings, spoken statements, music, audio-visual works and recordings, slides, portraits, works of authorship, animated and/or motion pictures, interactive features, caricatures, likenesses, profiles, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all copyrightable or otherwise legally protectable items including, without limitation, the selection, sequence and ‘look and feel’ and arrangement of items, and all derivative works, translations, adaptations or variations of same, regardless of the medium, broadcast medium, format or form, now known or hereinafter developed or discovered, and regardless of where produced, on location, in a studio or elsewhere, in black-and-white or in colors, alone or in conjunction with other work, characters, real or imaginary, in any part of the world) anyone publishes (hereinafter “publish” or “post”) or views on the Service, including that which is posted to the Service and made available from third party service providers. You may also receive a copy of this Agreement by contacting us at the address located in the Notices section of this Agreement and requesting our “Terms of Use Agreement”.

1. Self Publishing Service

You recognize and accept that the Service is a non-moderated service which enables you and others, including third party service providers, to publish any information you (or they) want, subject to legal limitations and to policies stated herein, using the space and utilities provided (self publishing).

2. Private Placement Securities

The Service is intended for use by portals, brokers, investment advisers, attorneys, accountants, issuers, investors, media and other users active or interested in offerings of private securities from businesses (including funds) raising capital using exemptions to the Securities Act of 1933, including but not limited to 506(b) and 506(c) (an “offering” or “deal”). Such securities are unregistered and not subject to the same level of disclosures, regulatory filings or due diligence as public companies and, as such, are held by regulators to be MUCH riskier for investors and other parties involved in an offering. Offerings may only be available to certain investor types, classes and/or groups, depending upon the type of offering, various regulatory requirements, and/or the preferences of the issuer and their advisers; including, but not limited to, limiting deal access or investment capability to accredited investors, to clients of specific brokers, and/or to members of certain organizations.

3. No Investment Advice

Sprowtt does not recommend any securities; User agrees that no Content on this site constitutes or can be interpreted as either investment advice or a recommendation of securities by Sprowtt. Furthermore, User agrees unconditionally that the contents of this website and the Service do not constitute financial, accounting, legal, or tax advice from Sprowtt. Investors are solely responsible for conducting any legal, accounting, anti-fraud, and/or other due diligence on deals in which they invest. You should always obtain investment and tax advice from your professional advisers before investing. Deals, and the investments therein are not FDIC, SIPC or otherwise insured or guaranteed IN ANY WAY, and may lose value or become worthless for a wide variety of reasons. That we may have, either directly or through a third-party, enabled, provided data for, assisted with or performed some basic due diligence does not constitute an endorsement or recommendation, nor a representation about the legitimacy, quality or attractiveness of any deal and is not an endorsement or recommendation of any form by Sprowtt. Jumpstart Securities will not process transactions for nor sell any securities to any investor other than those which the investor self-direct's and invests in at their own discretion. Jumpstart Securities will perform Know Your Customer (“KYC”) procedures on all investors it represents, as required by regulators, and may prohibit participation in any offering if stated investment goals are not suitable for the risks associated with private securities in general; user agrees that this is a general requirement and in compliance with regulatory rules and guidance, and in no way creates or is deemed to be any form of recommendation or advice by Jumpstart Securities. Jumpstart Securities may decline to represent any persons investment in any specific offering at its discretion, with no requirement for any reason or explanation; the parties agree that such decline(s), if any, shall not constitute an opinion, recommendation or investment advice by Jumpstart Securities.

4. Regulatory and Legal Compliance

You are responsible for knowing and complying with all federal, state and other regulatory laws and rules for all activities you engage in. This includes, but is not limited to, disclosures pursuant to the

Securities Act of 1933, filing forms with federal and state regulators, investor communications, statements, accounting, and other matters.

5. Investors and Due Diligence

Acknowledgments:

You acknowledge and accept that investing in private placements is EXTREMELY RISKY due to a variety of factors; including, but not limited to, the reduced disclosures required by law (if any), the general difficulty in conducting due diligence, the general lack of coverage from professional research analysts, and the propensity of private businesses to fail for a myriad of reasons. You hereby accept that Sprowtt only conducts the minimal due diligence required by law, if any at all, that such due diligence may be flawed, dated, and/or inaccurate, and that you have not in any way relied on any due diligence conducted by Sprowtt or its third-party service providers and it is categorically NOT a factor in nor the basis upon which you have made any investment decision(s). You will conduct your own due diligence on all deals you are interested in, and you unconditionally and forever release Sprowtt and its agents, officers, directors, partners, representatives and third-party service providers from any and all liability associated with issuer disclosures, due diligence, and representations, even in the event of outright fraud whether or not it could have reasonably been known or foreseen at the time of inception or at any time thereafter.

You acknowledge and accept the private placement securities are illiquid, and that the covenants, terms and expectations may never come to fruition, and that the risk of losing part or all of your investment is extremely high. You represent and warrant that you can bear such illiquidity and risk of loss of principal (and interest or any other benefits promised by the issuer, if any) on any and all investments you make.

You understand and accept that past performance of a start-up team or of an existing business is not a guarantee of future performance.

6. Non-Moderated Service

Sprowtt provides the technology and infrastructure for the Service in a manner similar to the way a telephone company provides its technology and infrastructure for its customers. Like them, we do not monitor communications. People may publish any content they want. However, we do set forth standards of behavior. Any user found to be violating these standards may have action taken against them without notice which ranges from deletion of select Content, to being barred from the Service, and even to referrals to regulatory and/or law enforcement authorities. And while Sprowtt does not formally moderate the Service, we may at our discretion review text, photos, images, audio and video, and we may randomly or specifically review Content, including those which are otherwise password protected to or hidden from the general public to check for compliance with the standards stated herein; that Sprowtt may do this, User agrees that this does not in any way form an obligation or

expectation that Sprowtt will do this and, as such, User will not place any reliance on Sprowtt to moderate or otherwise keep the Service void of any illegal, illicit, fraudulent, slanderous, libelous, or otherwise objectionable Content. Sprowtt assumes no responsibility for any Content, no obligation to modify or remove any inappropriate Content (unless directed to do so by court order or by competent authorities with jurisdiction in the matter), and no responsibility for the conduct of any user (“user” includes you, and it includes others who are accessing and possibly even contributing Content).

Sprowtt does not endorse and has no control over any Content, including data from third party service providers, and Sprowtt expressly disclaims any and all liability in connection with any such Content, and you accept and unconditionally agree to and with this disclaimer. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that Sprowtt is not responsible for the accuracy, usefulness, truthfulness, safety, validity, forthrightness, completeness, or intellectual property rights of or relating to such Content. You use the Service solely at your own risk, you are solely responsible for the Content that you post on or through any of the Service, and any material or information that you transmit to other users and for your reliance on or use of any Content from any users or third parties. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against Sprowtt with respect thereto, and agree to indemnify and hold Sprowtt its owners and operators, affiliates, contractors, partners, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Service. Sprowtt neither endorses nor directly controls user or third party Content delivered or displayed anywhere on the Service, and Sprowtt assumes no duty to monitor or endorse any Content anywhere on the Service, nor does Sprowtt represent or guarantee the truthfulness, accuracy or reliability thereof or that any posting complies with the terms or conditions of this Agreement and you should never rely upon any Content as being true, accurate or reliable and should conduct your own due diligence on any Content before you rely on it in any manner.

You understand, acknowledge and agree that content originating from any member or third party is the sole responsibility of the individual(s) associated with that account of entity. This means that you, and not us, are entirely responsible for the consequences of all your use of or reliance on Content on the Service. Content, including data provided by third parties, and does not reflect the views of Sprowtt. In no event shall Sprowtt or any affiliates have or be construed to have any responsibility or liability for or in connection with any Content whatsoever other than that which is originated and self-published directly by Sprowtt if any. If we determine, in our sole discretion and judgment, that any Content does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to: (a) refuse to allow you to use the Service; (b) remove and delete Content; (c) revoke your ability to use the Service; and/or (d) use any technological, legal, operational or other means available to us to enforce the provisions of this Agreement, including, without limitation, blocking specific IP addresses or suspending or deleting your account on the Service. You retain all of your ownership rights in your Content. In some circumstances, where Content has been published, such Content may never be deleted and will be

stored in perpetuity, depending upon regulations from the SEC, from FINRA, and/or internal policies of Sprowtt.

7. Representations and Warranties

As a user of the Service, you understand, represent, warrant, and agree that;

You are over 18 years of age;

You agree and acknowledge that any investments you make will be directly in and with the issuer of whose offering you are subscribing on a self-directed basis, and that Jumpstart Securities, even when acting as your dealer of record, will not be conducting due diligence on your behalf, will not be providing investment advice, will not be recommending any securities and will not be holding or carrying your account;

Your use of the Service, whether publishing or viewing anything thereon, as well as any communications and/or interactions you have with others, is entirely voluntary; you can stop your use of the Service at any time, and there is nothing forcing you to participate. You are solely responsible for Content you view and/or publish, and for your interactions with others;

You are solely responsible for setting, managing and securing your passwords, and are fully responsible for all activities that occur under your profile name;

If you or anyone else using the Service is in any way damaged by anything arising from your use of the Service, with such damage(s) being financial, psychological, physical, or otherwise you agree to indemnify Sprowtt as well as all officers, directors, employees, representatives, service providers, partners, and agents, and hold them harmless from any such damage(s);

You agree not to gain unauthorized access to the Service, other users' accounts, names, personally identifiable information or other computers, websites or pages, connected or linked to the Service or to use the Service in any manner which violates or is inconsistent with the terms and conditions of this Agreement;

You agree not to modify, disrupt, impair, alter or interfere with the use, features, functions, operation or maintenance of the Service or the rights or use and enjoyment of the Service by any other person, firm or enterprise;

You may not use any computerized or automatic mechanism, including without limitation, any web scraper, offline reader, spider or robot, to access, extract, capture, or download any Content from the Service. You agree not to use or launch any automated system that accesses the site in a manner that sends more request messages to Sprowtt servers in a given period of time than a person can reasonably create in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, we allow the operators of public search engines, as well as certain partners and regulatory organizations, permission to use spiders and application programming interfaces (“API’s”) to copy non-password protected Content from the Service for the purposes of creating publicly available, searchable indices of the materials, including caches or archives of such materials, and for traffic metrics;

You will abide by standards of conduct and decency which are in line with the general online community, as well as all laws. Violation of this, in Sprowtt’ sole and absolute discretion, may result in Sprowtt taking appropriate action against you including, without limitation, deleting content, removing your account(s) from the Service, reporting to law enforcement authorities, and other legal actions. User represents and warrants that you will not directly or indirectly engage in any activity nor post any Content that: a) is in any way illegal or unlawful for you to personally view or post according to rules, regulations, and/or laws of your specific geographic local community where you reside and which you are personally responsible for knowing and complying with; b) you do not own the copyright to; c) harasses or advocates harassment of another person; d) is patently offensive and/or promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; e) involves the transmission of “junk mail”, “chain letters,” or unsolicited mass mailing or “spamming”; f) provides access (either directly or via links) to an illegal or unauthorized copy of another person’s copyrighted work, such as computer programs, music, videos, photographs, art, etc; g) providing information to circumvent manufacturer-installed copy-protect devices; h) provides instructional information about activities such as making or buying weapons, violating someone’s privacy, or creating or distributing computer viruses; i) solicits passwords or personally identifying information from others; j) is an adult soliciting a relationship with a minor; k) constitutes, or could be construed as, harmful matter or indecent communications to minors; l) constitutes, or could be construed as, child pornography or the abuse of children; m) constitutes, or could be construed as, being abusive to animals; n) entices or promotes hate or violence against any particular race, nationality, religion, or lifestyle; o) incite or inflame incendiary reactions or behavior in cultures or groups of people or organizations; p) is illegal, threatening, abusive, hateful, defamatory, libelous, slanderous, or injurious to the reputation of any person or entity; q) is either directly or indirectly an unapproved advertisement of any form for commercial purposes; r) constitutes an infringement, misappropriation or violation of any person’s intellectual property rights such as copyrights, trademark rights, rights of publicity, patent rights, personal property rights, privacy rights, or other rights; s) promotes an illegal or unauthorized copy of another person’s copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files and, in any program, file, data stream or other material contains viruses, worms, “Trojan horses” or any other destructive feature, regardless of whether damage is intended or unintended, which may cause damage to any computer equipment, loss or corruption of data or programs, or

inconvenience to any person or entity; t) promotes or solicits for any competing business to Sprowtt or to any Sprowtt linked partner.

As the provider of the Service, Sprowtt represents and warrants that it will use commercially reasonable efforts to maintain the Service in good working order, online most of the time, and available to people in general on the world wide web where such content is accessible and not otherwise blocked by technology and/or laws which are out of our direct control. We make no representations or warranties with regards to data integrity, availability, archives, security or back-up's other than as stated in our Service Level Agreement. We strongly encourage you to keep local back-up's on your own computer of all your data and information, and to not post any personally identifiable information on the Service. Sprowtt makes absolutely no representations or warranty's on data integrity or security of any Content or other information including, but not limited to, photos, text, emails, account settings, ip addresses, email addresses, ACH or credit card information. Nor do we make any representations or warranty's about any member, any Content, or any online or offline interactions you have.

8. Offensive Content

THIS SITE AND/OR OUR SERVICE MAY CONTAIN CONTENT AND MATERIAL WHICH YOU FIND OFFENSIVE, INCLUDING BUT NOT LIMITED TO PICTURES, IMAGES, VIDEO, AUDIO, AND WRITINGS RELATED TO COMMERCIAL, POLITICAL, ECONOMIC, RELIGIOUS, SOCIAL, AND OTHER THINGS WHICH, WHILE NOT ILLEGAL, ARE CONSIDERED FREE SPEECH AND THUS MAY PRESENT YOU WITH THINGS WHICH YOU PERSONALLY DEEM OFFENSIVE OR OTHERWISE UNDESIRABLE OR OBJECTIONABLE. BY ACCESSING THE SITE, YOU AGREE AND WARRANT TO SPROWTT THAT YOU WISH TO POTENTIALLY SEE AND/OR HEAR SUCH MATERIAL. YOU AGREE THAT SPROWTT HAS NO RESPONSIBILITY NOR LIABILITY TO MODERATE OR REMOVE CONTENT WHICH YOU, OR ANY SELECT GROUP OF PEOPLE, FIND PERSONALLY OR COLLECTIVELY OFFENSIVE.

9. Fees and Charges

Sprowtt charges fees for its services as stated on various web pages on the Service, and as may be negotiated on a case-by-case basis with specific users. These fees and charges are clearly detailed in the user areas of the site. Most fees are charged concurrent with the service being performed, though some fees such as those related to compensating Jumpstart Securities for acting as dealer of record for investors, may be charged only upon successful closing of an offering. All fees are non-refundable once incurred. We also receive compensation from various partners and other third-parties for displaying advertisements, for revenue share on referrals linked from the Service, and for various other things.

10. Revenue Sharing / Wholesale Pricing

Sprowtt may share some or all fees and other revenue with select third parties, including broker dealers and other persons when permissible by regulators. We do not, as a matter of regulatory requirements, share revenue that is tied to the amount or success of any offering with any persons who are not appropriately registered with securities regulators. Any such revenue sharing arrangements are

negotiated on an individual basis between Sprowtt and such entities, and are not uniform or equal amongst all users. Furthermore, users may resell Sprowtt's services, including at prices greater (or lesser) than what we charge them (which may be negotiated differently than what we charge other users).

11. Proprietary and Intellectual Property Rights of Sprowtt

Sprowtt owns and retains all proprietary rights in the Service and in the Content it publishes on its own behalf thereon, as well as all programming code, user-interface designs, database methodologies, business rules, and systems design. The Service may also contain copyrighted material, trademarks, and other proprietary rights and property of our partners, vendors, and licensors. Except for that information which is in the public domain or for which you have been given written permission, you may not copy, modify, publish, transmit, distribute, perform, display, replicate, duplicate, or sell any such proprietary information. Furthermore, Sprowtt maintains the right to send you periodic emails, at frequencies determined solely by Sprowtt which may include advertisements from Sprowtt and from third parties. Sprowtt may utilize unaffiliated third-party service providers to supply various products and services including, but not limited to, hosting services, internet connectivity, data processing, subscription billing, storage of account information, and for the transmission of emails, among other things.

12. Copyright Policy and DMCA Notice

All images, writings, and content published on the Service, or used in creating the Service, are protected by copyright. You are solely liable for what you publish on the Service. You warrant and represent that you will not post, distribute, duplicate, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Furthermore, by posting any Content, you hereby grant to Sprowtt a non-exclusive, royalty-free, fully paid, perpetual, unrestricted, irrevocable worldwide license to use, reproduce, modify, publish, edit, adapt, create derivative works from, translate, distribute, perform, display and otherwise exploit such Content and all elements thereof alone or as part of other works in any form, media, or technology, whether now known or hereafter developed or discovered, in connection with the Service and Sprowtt's (and our partners and successor's) business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels, and to license and sub-license such rights through multiple tiers of sub-licenses, all without any notification or obligation to you, nor any compensation or attribution. You also accept that people who view anything you have published can easily themselves make copies of that Content, even if they shouldn't, and so you hereby release Sprowtt from any expectation or obligation to create, purchase, or deploy technology to prevent such unauthorized copying. And that various search engines, service providers and regulatory entities may access, spider, store on their own servers, index and display part or all of your Content, including derivative works thereof, and without any compensation or attribution.

Notice and Procedure for Making Claims of Copyright Infringement Pursuant to Title 17, United States Code, Section 512(c)(2), all notifications of claimed copyright infringement on the Service should be sent ONLY to our Designated Agent. NOTE: The following information is provided solely for notifying the service providers referenced below that your copyrighted material may have been infringed.

DO NOT SEND ANY INQUIRIES UNRELATED TO COPYRIGHT INFRINGEMENT (E.G. REQUESTS FOR TECHNICAL ASSISTANCE OR CUSTOMER SERVICE, REPORTS OR E-MAIL ABUSE, ETC.) TO THE CONTACT LISTED BELOW. YOU WILL NOT RECEIVE A RESPONSE IF SENT TO THAT CONTACT. WE CAUTION YOU THAT UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE CONTENT IS INFRINGING, YOU MAY BE SUBJECT TO HEAVY CIVIL PENALTIES. THESE INCLUDE MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS FEES INCURRED BY US, BY ANY COPYRIGHT OWNER, OR BY ANY COPYRIGHT OWNER'S LICENSEE THAT IS INJURED AS A RESULT OF OUR RELYING UPON YOUR MISREPRESENTATION. YOU MAY ALSO BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY.

Written notification must be submitted to the following Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement: General Counsel, Sprowtt Inc., 500 E. Kennedy Blvd. Suite #3003 Tampa, FL 33602. Telephone Number of Designated Agent: 813-436-6988. E-mail Address of Designated Agent: info@Sprowtt.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to the Webmaster at info@Sprowtt.com. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

E-mail Address of Designated Agent: info@Sprowtt.com. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to the Webmaster at info@Sprowtt.com. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

Under Title 17, United States Code, Section 512(c)(3)(A), the Notification of Claimed Infringement must include the following:

An electronic or physical signature of the owner or of the person authorized to act on behalf of the owner of the copyright interest;

Identification of the copyrighted work (or works) that you claim has been infringed;

A description of the material that you claim is infringing, and the location where the original or an authorized copy of the copyrighted work exists (for example, the URL of the page of the website where it is lawfully posted; the name, edition and pages of a book from which an excerpt was copied, etc.);

A clear description of where the infringing material is located on our website, including as applicable its URL, so that we can locate the material; (5) Your name, address, telephone number, and e-mail address;

A statement that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

13. Privacy Policy and Service Level Agreement ("SLA")

Use of the Service is also governed by our Privacy Policy and our SLA, which are hereby incorporated into this Agreement by reference. These may be found by clicking on the links entitled "Privacy Policy" and "Service Level Agreement", as appropriate, located at the bottom (footer) of the page at www.Sprowt.com.

14. Links to Third-Party Websites

The Service contains links to third party Websites ("Linked Sites"), some of which may be compensating Sprowtt for displaying such links, or for transactions which may occur on their site(s). The Linked Sites are not under the control of Sprowtt and User explicitly agrees that Sprowtt is not responsible for the content on any Linked Site, regardless of whether Sprowtt is compensated or not; including, without limitation, anything published on a Linked Site, any changes or updates to a Linked Site, the products or services offered on a Linked Site, nor even if the Linked Site is working appropriately. The appearance, availability, or your use of Linked Sites does not incur any obligation, responsibility or liability on the part of Sprowtt its affiliates or any of its or their respective officers, directors, employees, contractors, partners, agents, representatives, licensors, suppliers, and service providers, successors and permitted assigns. You are personally responsible for viewing and abiding by the privacy policies and terms of use agreements posted at any Linked Site you visit. Furthermore, any activity or dealings with third parties (including advertisers) linked to from the Service, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and the third party; Sprowtt shall not be responsible nor liable for any part of any such activity or dealings.

15. Disclaimers

Sprott is not responsible for any user Content published on the Service, or in connection with the Service, whether by you or by other users, including issuers, as well as third party service providers. Sprott is not responsible for the conduct, whether online or offline, of any member or user of the Service. Sprott assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of the Service, Content or any member or other user communications. The Service and/or any features thereof may at any time fail or be subject to computer hacking, copying or phishing (including your IP address), and Sprott disclaims any responsibility for such events and makes no representations regarding the security nor the permanence of any data, including back-up's; you acknowledge this and provide any personal information on the site, even if intended to be private, entirely at your own risk. Sprott is not responsible for any problems or technical malfunction of any telephone network or data lines, computer systems, networking equipment, computer servers and related equipment, software, failure of email, or traffic congestion on the Internet or at any web site or combination thereof, which causes or results in injury or damage to User or to any other person. Under no circumstances will Sprott be responsible for any loss or damage, including but not limited to personal injury or death, resulting from your use of the Service, any Content posted on the Service or transmitted to or from User, any lack of online or offline security, or any interactions between User and others, whether online or offline. That Sprott may, in its sole and absolute discretion, review offerings and/or user accounts and/or any Content, and may even delete some offerings, accounts, and/or Content from the system before or after it is published, does not in any way imply that Sprott is expected or obligated to do so. THE SERVICE IS PROVIDED "AS-IS" AND SPROTT DISCLAIMS ALL WARRANTIES OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES, CONDITIONS OF MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, AND/OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPROTT DOES NOT MAKE ANY WARRANTIES WITH RESPECT TO ITS SERVICES. FURTHERMORE, SPROTT IS NOT RESPONSIBLE FOR ANY CONTENT PROVIDED BY ANY ISSUERS OR THIRD PARTIES, NOR FOR ANY THIRD PARTY SITES THAT CAN BE LINKED TO FROM THE SERVICE.

FURTHERMORE, SPROTT DOES NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND, EVEN IF COMENSATED, WHETHER FOR A FIXED FEE OR VIA CPC, CPM, CPA OR OTHER BASIS, IN NO WAY SHALL SPROTT BE CONSIDERED A PARTY TO OR IN ANY WAY HAVE RESPONSIBILITY TO MONITOR OR WARRANTY ANY TRANSACTION BETWEEN YOU AND ISSUERS OR ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

Special note regarding background checks (including, but not limited to data which we obtain data from third parties regarding OFAC, FINCEN, PATRIOT Act, criminal history, bankruptcy and other data): The data and information contained in our investigations, including but not limited to those regarding issuers, related persons (officers, directors and 20%+ owners), and investors is obtained from numerous regulatory, private and public sources and is thought to be reliable. However, we do NOT make any physical inspections of, nor conduct any interviews with any entity or person or their records or

location(s), do not obtain certified or audited records, do not interview any sources, and do not access an exhaustive list of sources (including some which might reasonably have been considered). As such our background checks should only be viewed as reasonable results given the small fee(s) paid to obtain them and may be flawed, inaccurate or incomplete. We encourage you to perform your own, more detailed due diligence and verification's as you personally or your compliance personnel or professional advisers deem reasonable or necessary. We normally have no access to supporting data, as that is often proprietary to our third-party service providers. This is simply another non-moderated feature of the Service. Sprowtt assumes absolutely no liability for any problems that arise out of any reliance on the background checks feature of the Service. And Sprowtt does not perform any independent due diligence on any offering, any issuer of securities, any person associated with an issuer, any person working for an issuer or participating in an offering, or any investor. Furthermore, you agree that Sprowtt is conducting the investigation and only sharing relevant data at its discretion, only for purposes related to the narrow purpose of regulatory checks on persons participating in private offerings, and that Sprowtt is not selling consumer data nor acting as a consumer reporting agency.

16. Liability Limitations

IN NO EVENT SHALL SPROWTT BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM ANY USE OF THE SERVICE, OR FROM THE PERFORMANCE OR NON-PERFORMANCE OF SPROWTT AND/OR ITS USERS, AFFILIATES, AGENTS, OR AUTHORIZED REPRESENTATIVES UNDER ANY PROVISION OF THIS AGREEMENT, EVEN IF SPROWTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR FOR ANY MISTAKES SUCH AS ALLOWING OR DISALLOWING ANY CONTENT. NOR FOR ANY ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING ISSUERS, EVEN IF SUCH PERSON OR BUSINESS WAS REFERRED BY SPROWTT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THIS SECTION SHALL NOT LIMIT EITHER PARTY'S LIABILITY TO THE OTHER FOR WILLFUL AND MALICIOUS MISCONDUCT OR FULFILLMENT OF ANY INDEMNIFICATION OBLIGATIONS HEREUNDER. FURTHERMORE, IT IS HEREBY AGREED THAT SPROWTT'S SOLE LIABILITY TO USER FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE MONETARY AMOUNT PAID, IF ANY, BY USER TO SPROWTT FOR THE SERVICE DURING THE TERM OF USER'S USE. YOU ASSUME ALL RISKS IN YOUR USE OF THE SITE AND SERVICE, AND ALL FEATURES THEREOF. THIS INCLUDES, WITHOUT LIMITATION, ANY PRIVACY, IDENTITY, COPYRIGHT, EMOTIONAL, ECONOMIC, AND/OR PHYSICAL DAMAGES THAT MAY YOU INCUR.

Notwithstanding any claim that a sole or exclusive remedy which is provided in this Agreement may or does fail of its essential purpose, you specifically acknowledge and agree that your sole and exclusive remedy for any loss or damage shall be to have Sprowtt upon written notice from you, to refund any monies actually paid by you to Sprowtt (exclusive of any monies you invested in offerings, as well as exclusive of any fees you paid on or related to offerings, if any) for any specific services and/or products involved and to terminate and discontinue your use of the Service. You further understand and acknowledge the capacity of the Service, in the aggregate and for each user, is limited and some messages and transmissions may not be processed in a timely fashion or at all, and some services, features or functions may be restricted or delayed or become completely inoperable. As a result, you

acknowledge and agree that Sprowtt assumes no liability, responsibility or obligation to transmit, process, store, receive, deliver or secure transactions, data or Content or IP addresses, or for any failure or delay associated with any Content or other information and you are hereby expressly advised not to rely upon the timeliness or performance of the Service for anything.

17. User Disputes

Sprowtt does not moderate Content of users. You may find other users Content to be offensive, harmful, inaccurate, deceptive, libelous, slanderous, or fraudulent. Please use caution, common sense, and safety when using the Service. You are solely responsible for your interactions with other users. Because Sprowtt is not involved in user interactions, if you have a dispute with one or more users who have posted, viewed, or used Content on the Service, you hereby release Sprowtt including its officers, directors, agents, subsidiaries, partners, service providers, and employees, from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

18. Term and Termination

This Agreement will remain in full force and effect while you use the Service. You may terminate your use at any time and for any reason. Sprowtt may suspend your account(s) at any time and without reason, with no notice required. Even after this Agreement is terminated, certain provisions will remain in effect where they in any way relate to, and then governed your past use of the Service.

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

This Agreement is governed by, and will be interpreted and enforced in accordance with the laws of the State of New York, without regard to principles of conflict of laws. Any claim or dispute arising under this Agreement may only be brought in arbitration. Arbitration with Sprowtt INC shall be pursuant to the rules of the American Arbitration Association. In all cases it is agreed that venue shall be in the city of New York in the state of New York. Each of User and Sprowtt consents to this method of dispute resolution, as well as jurisdiction, and consents to this being a convenient forum for any such claim or dispute and waives any right it may have to object to either the method or jurisdiction for such claim or dispute. In the event of any dispute among the parties, the prevailing party shall be entitled to recover damages plus reasonable attorneys fees, and the decision of the arbitrator shall be final, binding and enforceable in any court.

20. Indemnity

You agree to indemnify and hold Sprowtt its subsidiaries, directors, employees, service providers, advertisers, affiliates, officers, agents, and partners harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of any provision in this Agreement.

This defense and indemnification obligation will survive termination of this Agreement and your use of the Service. Sprowtt reserves the right to assume, at its sole expense, the exclusive defense and control of any such claim or action and all negotiations for settlement or compromise, and you agree to fully cooperate with Sprowtt in the defense of any such claim, action, settlement or compromise negotiations, as requested by Sprowtt.

21. Assignment

This Agreement, along with any and all rights and licenses granted herein, may be transferred or assigned by Sprowtt at any time, without notice or restriction.

22. Entire Agreement, Severability and Force Majeure

This Agreement, accepted upon use of the Service, contains the entire agreement between User and Sprowtt regarding the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect. Furthermore, no party shall be responsible for any failure to perform due to unforeseen circumstances.

23. Changes

Sprowtt has the right, at its sole discretion, and without necessity of notice, to modify either this Agreement and/or the Service at any time. Changes to this Agreement will be posted and accessible via the "Terms of Use" link at the bottom (footer) of www.Sprott.com so that you may review it. You hereby agree to frequently review this Terms of Use Agreement so as to stay informed of the most current terms then in effect which govern your use of the Service. If any portion of this Agreement or any change to any feature of the Service is unacceptable to you then you should immediately discontinue your use of the Service; continued use of the Service means that you have accepted and are bound by this Agreement and any changes made hereto.

24. Notices

Any notices to Sprowtt Inc. are to be sent to 500 E. Kennedy Blvd. Suite #3003 Tampa, FL 33602 . Any notices to User will be sent to the email address provided to us in your account on the Service.

25. Language

It is expressly agreed that it is the will of both Sprowtt and User that this Agreement, as well as the Privacy Policy and all other policies, agreements, and notices contained on the Service, have been drawn up in English.

Please contact us with any questions regarding this agreement by sending your query to the address in Section 24 above.