



This Accredited Investor Verification Services Agreement (this “**Agreement**”), effective upon clicking “**Login**”, contains the terms and conditions upon which North Capital Private Securities Corporation, a SEC registered broker-dealer and member of FINRA and SIPC (“**NCPS**”), through its operation of Accredited.AM agrees to verify whether you or a potential investor submitted by you on behalf of the entity for which you as a duly authorized signatory (together, “**Recipient**”) is an “accredited investor” within the meaning of Rule 501(a) of Regulation D of the U.S. Securities Act of 1933, as amended (the “**Service**”).

By clicking “**Login**”, you as Recipient or on Recipient’s behalf acknowledge and agree:

- (i) Recipient has the requisite power and authority to execute and deliver this Agreement and to perform Recipient’s obligations hereunder and this Agreement constitutes Recipient’s valid and legally binding obligation; (ii) if you are submitting on behalf of a Recipient, you are duly authorized to accept this Agreement on Recipient’s behalf; (iii) Recipient has read and accepts the terms and conditions of this Agreement; (iv) clicking “**Login**” constitutes Recipient’s electronic signature, which has the same legal effect as a physical signature; and (v) Recipient consents to the electronic provision of all disclosures and notices from NCPS to you on behalf of Recipient;
- NCPS and its designated representatives and agents are authorized and directed by Recipient to: (i) conduct the Service; (ii) disclose, use and retain any authorizations, information, records and data received in connection with this Agreement as required or advisable to provide the Service and to comply with all applicable laws, rules, regulations and orders of any governmental, judicial or regulatory authority or self-regulatory organization; and (iii) use, retain and maintain as current payment information on file with NCPS to facilitate the payments provided for herein;
- Recipient shall pay or cause to be paid to NCPS in immediately available funds in U.S. dollars the state fee per request to be paid simultaneously with this Agreement; all such fees are non-refundable regardless of the determination of a potential investor’s accreditation status;
- Recipient shall provide to NCPS all authorizations, information, records and data and in the form required for NCPS to perform the Service and NCPS: (i) shall be entitled to rely upon and assume the accuracy and completeness of all such authorizations, information, records and data; and (ii) shall not have any liability with respect thereto, including, without limitation, the results of the Service in reliance thereof;
- Recipient is solely responsible: (i) for the security and protection of all authorizations, information, records and data compiled in connection with this Agreement; and (ii) that Recipient’s activities and use of any information as a result of the Service complies with laws, rules, regulations and orders of any governmental, judicial or regulatory authority or self-regulatory organization; and
- To the extent Recipient will be sharing personal or financial information of a third party in connection with NCPS’s performance the Service, Recipient shall maintain and obtain the agreement of each such third party, which shall permit the sharing of such third party’s information with NCPS and its affiliates and service providers for NCPS and its affiliates and service providers to use, disclose and retain it in connection with this Agreement and the provision of the service hereunder and as required by laws, rules, regulations and orders of any governmental, judicial or regulatory authority or self-regulatory organization.

Furthermore, by clicking “**Login**”, Recipient agrees to [North Capital’s Privacy Policy and Notice at Collection](#) and [Website Terms of Use](#), as may be amended from time to time, as posted on Accredited.AM, which includes information about NCPS and its affiliates’ (collectively, “**North Capital**”) use, disclosure, sharing and retention of your information in connection with the purposes for which such information is being provided (and any subsequently subscribed for services or products), as well as for North Capital to send news, feature updates and offers. Recipient expressly consents and opts into communications from North Capital and its registered personnel. Recipient may opt out of such communications by clicking the “unsubscribe” link therein.

North Capital will use a potential investor’s confidential information for the purpose of determining their status as an accredited investor and to offer additional services and products that, in our opinion, may be appropriate for an accredited investor or a non-accredited investor, as the case may be. Information about a potential investor’s accredited status will be provided only to approved institutions who are in possession of Recipient’s unique investor identification number. No personal identifying information, except for a potential investor’s accredited status, will be provided to any third party without Recipient’s express written consent.

To the fullest extent of the law, NCPS shall have no liability to any party in connection with the Service, and Recipient shall release, indemnify, defend and hold harmless NCPS and its affiliates and their officers, directors, employees, agents and representatives with respect thereto. Notwithstanding, NCPS’s liability under this Agreement shall not exceed in the aggregate the amount of the fees paid to and received by NCPS for the Service. NCPS shall not be liable for any special, exemplary, indirect, incidental, consequential or punitive damages of any kind or for any costs of procurement or substitution of services or any lost profits, lost business, loss of use of data or interruption of business arising out of this Agreement. Recipient shall reimburse NCPS for all costs incurred by NCPS in collecting any late payments (which may include interest), including attorneys’ fees, court costs and collection agency fees. Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

NCPS IS PROVIDING RECIPIENT THE SERVICE “AS IS” AND NCPS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND NCPS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. NCPS shall not be liable for any delay or failure to perform resulting from causes outside NCPS’s reasonable control.

This Agreement shall be governed by, and construed in accordance with, the laws of Delaware, without giving effect to such state’s choice of law provisions. Any action arising out of or related to this Agreement shall be instituted exclusively in the competent state or federal courts located in Salt Lake City, Utah, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT. Recipient’s obligations under this Agreement survive any expiration or termination hereof.

The term of this Agreement is perpetual. Either party may terminate this Agreement upon providing the other party with prior written notice of such termination. NCPS may suspend the Service immediately upon providing Recipient with written notice. Notwithstanding the expiration or termination of this Agreement, the parties shall continue to be bound by the provisions of this Agreement that reasonably require some action or forbearance (or are required to implement such action or forbearance) after such expiration or termination, including, but not limited to, those related to fees, disclaimers, indemnities, limitations of liability, handling of information, choice of law, jurisdiction and dispute resolution and such provisions shall remain operative and in full force and effect and shall survive the expiration or termination of this Agreement.

ACCREDITED.AM is a website property operated by NCPS. All accreditation services are provided by registered personnel of NCPS or its affiliated registered investment advisor, North Capital Inc.

ALL SALES ARE FINAL; NO REFUNDS OR EXCHANGES REGARDLESS OF RESULTS.

* * *