

Terms & Conditions — GC Wealth Management

The websites located at [www.generalcatalyst.com], [<http://www.roughdraft.vc/>], and [<http://velocitynet.com/>] (the “Sites”) are copyrighted work belonging to GC Wealth Management (“GC Wealth”, “us”, “our”, and “we”) or an affiliate of GC Wealth. Certain features of the Sites may be subject to additional guidelines, terms, or rules, which will be posted on the Sites in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms. THESE TERMS OF USE (THESE “TERMS”) SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SITES. BY ACCESSING OR USING THE SITES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). THE DOCUMENTS, MATERIALS, REPORTS, DATA, ANALYSES, MODELS, COMPILATIONS, FORECASTS, PROJECTIONS, STUDIES, MEMORANDA, RECORDS, FINANCIAL STATEMENTS, PERFORMANCE INFORMATION AND OTHER INFORMATION (INCLUDING ANY LEGAL, COMMERCIAL, FINANCIAL OR TECHNICAL INFORMATION FOUND ON THE SITES, INCLUDING INFORMATION DELIVERED SEPARATELY BY EMAIL OR HARD COPY (COLLECTIVELY, THE “INFORMATION”)) ARE SUBJECT TO THE TERMS. YOU MAY NOT ACCESS OR USE THE SITES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD. IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE SITES. THESE TERMS REQUIRE THE USE OF ARBITRATION (SECTION 7.2) ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

1. ACCESS TO AND USE OF THE SITES

1.1 License. Subject to these Terms, GC Wealth grants you a non-transferable, non-exclusive, revocable, limited license to use and access the Sites solely for your own personal, noncommercial use.

1.2 Certain Restrictions. The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, transmit, reproduce, distribute, host, or otherwise commercially exploit the Sites, whether in whole or in part, or any content displayed on the Sites; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Sites; (c) you shall not access the Sites in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Sites may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Sites shall be subject to these Terms. All copyright and other proprietary notices on the Sites (or on any content displayed on the Sites) must be retained on all copies thereof.

Upon request by GC Wealth at any time, you shall promptly (a) redeliver (or certify in writing to GC Wealth the destruction of) all copies (whether paper or electronic) of all materials containing Information and (b) destroy all memoranda, notes and other materials prepared by you based on such Information. If requested by GC Wealth, you shall certify in writing your compliance with the requirements of this paragraph.

In addition, if you access the Sites, you are deemed to have (A) made a representation to GC Wealth that the recipient is not subject to the Freedom of Information Act (“FOIA”) or any similar public information law/regulation (except to the extent such recipient has notified GC Wealth) and (B) agreed with GC Wealth that you shall fully cooperate with GC Wealth in the event that any of the Information does become subject to FOIA (or similar legislation) to preserve the confidentiality of the Information to the maximum extent permitted under applicable law.

1.3 Information Disclosed by You. If you provide us with ideas or related materials via our Sites, we cannot agree to obligations of confidentiality or non-disclosure with regard to such information. By submitting information or materials to GC Wealth via our Sites, you or anyone acting on your behalf, acknowledge that any such information or materials will not be considered confidential or proprietary. Any information submitted or provided by you to this Sites may be publicly accessible. Important and private information should be protected by you. GC Wealth is not liable for protection of privacy of electronic mail or other information transferred through the Internet or any other network that you may use. Please consider this carefully before sending us any information or other materials that you deem confidential or proprietary.

1.5 No Offer, Solicitation or Advice. Nothing on the Sites is intended to constitute (i) an offer, or solicitation of an offer, to purchase or sell any security, other asset or service, (ii) any investment

advice or recommendation or an offer to provide such advice or recommendation, or (iii) a basis for making any investment decision. We make no representations that you will, or are likely to, achieve your investment objectives, that our strategies, investment process or risk management will be successful, or that you will, or are likely to, achieve results comparable to any shown or will make any profit or will not suffer losses or loss of principal. Investing involves risks. Neither the Sites nor any of the content, materials and information available on or through the Sites make any effort to present a comprehensive or balanced description of GC Wealth or its activities. Nothing on the Site is intended to be relied upon as the basis for an investment decision with respect to any security, or making any claim as to the past, current or future performance thereof, and is not, and should not be assumed to be, complete. GC Wealth expressly disclaims the use of information for on the Sites for such purposes. The contents of the Sites are not to be construed as legal, business, investment, ERISA, accounting or tax advice, and each prospective investor should consult its own legal, investment, ERISA, accounting, business and tax advisors as to legal, investment, business, ERISA, accounting, tax and related matters concerning information found on the Sites.

1.6 Disclosure Regarding Titles and References. Although certain individuals may be identified on the Sites, their titles reflect business usage that is customary within the financial services industry and are not intended to indicate that a particular individual is actually a partner or general partner of any partnership as those terms are used for legal purposes and references to such individuals on the Sites should not, in and of itself, be interpreted, or construed, to mean or imply that such individuals have the authority to manage the affairs and operations of GC Wealth.

1.7 Modification. GC Wealth reserves the right, at any time, to modify, suspend, or discontinue the Sites (in whole or in part) with or without notice to you. You agree that GC Wealth will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Sites or any part thereof.

1.8 No Support or Maintenance. You acknowledge and agree that GC Wealth will have no obligation to provide you with any support or maintenance in connection with the Sites.

1.9 Ownership. You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Sites and its content are owned by GC Wealth (or an affiliate) or their suppliers. Neither these Terms (nor your access to the Sites) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 1.1. GC Wealth and its suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

1.10 Representations and Warranties. You represent and warrant that (a) you have full authority and all rights necessary to enter into and fully perform all of your obligations pursuant to these Terms; and (b) you have not and you will not enter into any agreement or perform any act which might contravene the purposes and/or effects of these Terms.

2. INDEMNIFICATION.

You agree to indemnify and hold GC Wealth (and its officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Sites, (b) your violation of these Terms or (c) your violation of applicable laws or regulations. GC Wealth reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of GC Wealth. GC Wealth will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

3. THIRD-PARTY LINKS & ADS; OTHER USERS

3.1 Third-Party Links & Ads. The Sites may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “Third-Party Links & Ads”). Such Third-Party Links & Ads are not under the control of GC Wealth, and GC Wealth is not responsible for any Third-Party Links & Ads. GC Wealth provides access to these Third-Party Links & Ads only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads. You use all Third-Party Links & Ads at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads, the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads

d3.2 Other Users. Your interactions with other Sites users are solely between you and such users. You agree that GC Wealth will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Sites user, we are under no obligation to become involved.

3.3 Release. You hereby release and forever discharge the GC Wealth (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Sites (including any interactions with, or act or omission of, other Sites users or any Third-Party Links & Ads). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

4. DISCLAIMERS

THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND GC WEALTH (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL GC WEALTH (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF GC WEALTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50). THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

6. TERM AND TERMINATION.

Subject to this Section, these Terms will remain in full force and effect while you use the Sites. We may suspend or terminate your rights to use the Sites at any time for any reason at our sole discretion, including for any use of the Sites in violation of these Terms. Upon termination of your rights under these Terms, your right to access and use the Sites will terminate immediately. GC Wealth will not have any liability whatsoever to you for any termination of your rights under these Terms. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 1.2 through 1.8 and Sections 2 through 7.

7. GENERAL

7.1 Changes. These Terms are subject to occasional revision, and if we make any substantial changes, we may notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Sites. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Sites. These changes will be effective immediately for new users of our Sites. Continued use of our Sites following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

7.2 Dispute Resolution. Please read this Arbitration Agreement carefully. It is part of your contract with GC Wealth and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

(a) Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by GC Wealth that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and GC Wealth, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms.

(b) Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to GC Wealth should be sent to: 20 University Road, Suite 450, Cambridge, Massachusetts 02138. After the Notice is received, you and GC Wealth may attempt to resolve the claim or dispute informally. If you and GC Wealth do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent

such rules are in conflict with the Terms. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that GC Wealth made to you prior to the initiation of arbitration, GC Wealth will pay you the greater of the award or \$2,500.00. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) Additional Rules for Non-Appearance Based Arbitration. If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) Time Limits. If you or GC Wealth pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

(f) Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and GC Wealth, and the dispute 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 AAA Rules, and the Terms. 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 GC Wealth.

(g) Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and GC Wealth in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND GC WEALTH WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

(i) Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by applicable law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(j) Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(k) Right to Waive. Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(l) Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with GC Wealth.

(m) Small Claims Court. Notwithstanding the foregoing, either you or GC Wealth may bring an individual action in small claims court.

(n) Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(o) Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(p) Courts. In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within Middlesex County, Massachusetts, for such purpose.

7.3 Export. The Sites may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from GC Wealth, or any products utilizing such data, in violation of the United States export laws or regulations.

7.4 Disclosures. GC Wealth is located at the address in Section 7.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

7.5 Electronic Communications. The communications between you and GC Wealth use electronic means, whether you use the Sites or send us emails, or whether GC Wealth posts notices on the Sites or communicates with you via email. For contractual purposes, you (a) consent to receive communications from GC Wealth in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that GC Wealth provides to you electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

7.6 Entire Terms. These Terms constitute the entire agreement between you and us regarding the use of the Sites. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by applicable law. Your relationship to GC Wealth is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without GC Wealth’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. GC Wealth may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

7.7 Copyright/Trademark Information. Copyright © 2024 GC Wealth Management RIA, LLC. All rights reserved. All trademarks, logos and service marks (“Marks”) displayed on the Sites are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

7.8 Contact Information:

GC Wealth Management
20 University Road
Suite 450
Cambridge, Massachusetts 02138
Telephone: (617) 362-3161

Privacy Notice

Last Updated: November XX, 2024

GC Wealth Management RIA, LLC

Our Commitment to Your Privacy: We are sensitive to the privacy concerns of our clients. We have a policy of protecting the confidentiality and security of information we collect about you. We are providing you with this privacy notice (the “Privacy Notice”) to help you better understand why and how we collect certain personal information, the care with which we treat that information, and how we use that information. If you are a resident of California, please also see the California Privacy Notice, which supplements this Privacy Notice with respect to rights granted to California residents under applicable law and are incorporated herein by reference.

Information We Collect: In connection with performing asset management services for our clients, we collect and maintain the following categories of non-public personal information:

- Identifiers, such as name, contact details and address (including physical address, email address and Internet Protocol address) and other identification (including social security number, passport number and drivers’ license or state identification card number);
- Demographic information, such as age, marital status and gender, as well as family information related to beneficiaries;
- Professional or employment-related information, such as current or past job history;
- Other customer records, such as telephone number, signature, bank account number, other financial information and verification documentation and information regarding clients’ status under various laws and regulations (including social security number, tax status, income and assets);
- Client information, such as records of personal property, products or services purchased or obtained, or considered, or other purchasing or consuming histories or tendencies;
- Correspondence, such as records related to correspondence sent and received by us regarding financial services;
- Protected classification characteristics under California, U.S. federal, or other applicable law, such as date of birth, citizenship and birthplace;
- Financial information, such as a client’s account log-in, financial account, debit card or credit card, number combined with any required security or access code, password or credentials allowing access to an account. Financial account information includes background checks, financial institution account number, banking details, financial transaction history, credit history, credit bureau, insurance claim history, customer purchase history, or any other financial information;
- Commercial information, such as account data and other information contained in any document provided by clients to authorized service providers (whether directly or indirectly), risk tolerance, transaction history, investment experience and investment activity; and
- Internet or other electronic network activity information, such as information regarding your use of our website and client portal (e.g., cookies, browsing history

and/or search history), as well as information you provide to us when you correspond with us in relation to inquiries.

Sources of Non-Public Information: We collect and maintain non-public personal information from the following sources:

- Information we receive from you in conversations over the telephone, in voicemails, through written correspondence, via email and other electronic communications, or in client profile questionnaires, applications or other forms (including, without limitation, any anti-money laundering, identification and verification documentation);
- Information about your transactions with us or others; and
- Information captured on our website and/or client portal (as applicable), including registration information, information provided through online forms and any information captured via “cookies.”

Purposes for Collecting Personal Information: We may collect or disclose the personal information we collect about you for one or more of the following business or commercial purposes:

- (a) performing services to you, including, but not limited to:
 - (i) create, maintain, customize and secure your account with us or the provision of investment advisory services to you, including administering, managing and setting up a client's account(s) with us or third-party service providers;
 - (ii) process your requests, purchases, transactions and payments and prevent transactional fraud;
 - (iii) ongoing communication with potential and current clients, their representatives, advisors and agents (including the preparation and signature of documentation) during the process of onboarding clients and the execution of all relevant agreements;
- (b) auditing and verifications related to client interactions, including, but not limited to, verifying the quality and effectiveness of services and compliance;
- (c) maintaining the safety, security and integrity of our products and services, databases, technology assets and business, including detecting security incidents and protecting against malicious, deceptive, fraudulent, or illegal activity;
- (d) complying with U.S., state, local and non-U.S. laws, rules and regulations; and
- (e) as described to you when collecting your personal information or as otherwise permitted by law.

Disclosure of Information: We may disclose any of the categories of personal information set out in the “Information We Collect” section above as permitted or required by law or regulation and to Affiliates and service providers, including but not limited to, administrators, custodians, banks, auditors, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations, consultants, and placement agents.

Former Clients: We maintain non-public personal information of our former clients and apply the same policies that apply to current clients.

Information Security: We consider the protection of sensitive information to be a sound business practice, and to that end we employ physical, electronic and procedural safeguards, which seek to protect your non-public personal information in our possession or under our control.

Further Information: We reserve the right to change our privacy policies and this Privacy Notice at any time. In the event that we do so, we will make an updated version of this Privacy Notice available to you via the data room. The examples contained within this Privacy Notice are illustrations only and are not intended to be exclusive. This Privacy Notice complies with the privacy provisions of Regulation S-P under the Gramm-Leach-Bliley Act and certain privacy provisions of other laws. You may have additional rights under other foreign or domestic laws that apply to you.

Contact Us: If you have any questions or concerns about this Privacy Notice or wish to exercise any rights, submit requests, or appeal any of our decisions in connection with this Privacy Notice (each, a “Communication”), please contact us at 617-362-3161 or via email at: gwccompliance@generalcatalyst.com.

We verify Communications by matching information provided in or in connection with your Communication to information contained in our records. Depending on the sensitivity of the Communication and the varying levels of risk in responding to such Communications (for example, the risk of responding to fraudulent or malicious communications), we may request further information or your client portal access credentials, if applicable in order to verify your Communication.

PRIVACY NOTICE SUPPLEMENT FOR CALIFORNIA RESIDENTS

This California Privacy Notice supplements the Privacy Notice set forth above with respect to specific rights granted under the California Consumer Privacy Act of 2018, as amended (the “CCPA”) to natural person California residents and provides information regarding how such California residents can exercise their rights under the CCPA. This California Privacy Notice is only relevant to you if you are a resident of California as determined in accordance with the CCPA. Information required to be disclosed to California residents under the CCPA regarding the collection of their personal information that is not set forth in this CCPA supplement is otherwise set forth above in the Privacy Notice. To the extent there is any conflict with the privacy requirements under the Gramm-Leach-Bliley Act and/or Regulation S-P (“GLB Rights”), GLB Rights shall apply.

Categories of Personal Information We Collect: We collect or have collected within the last twelve (12) months some or all of the following categories of personal information from individuals:

Category	Examples	Collected
A. Identifiers	Name, contact details and address (including physical address, email address and Internet Protocol address), and other identification (including social security number, passport number and driver’s license or state identification card number).	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Telephone number, signature, bank account number, other financial information (including accounts and transactions with other institutions and anti-money laundering information), and verification documentation and information regarding clients’ status under various laws and regulations (including social security number, tax status, income and assets).	YES
C. Protected classification characteristics under California or federal law	Date of birth, citizenship and birthplace.	YES
D. Commercial information	Account data and other information contained in any document provided by clients to authorized service providers (whether directly or indirectly), risk tolerance, transaction history, investment experience and investment activity.	YES
E. Biometric information	Imagery of the iris, retina, fingerprint, face, hand, palm, vein patterns and voice recordings or keystroke patterns	NO

	or rhythms, gait patterns or rhythms, and sleep, health, or exercise data that contains identifying information.	
F. Internet or other similar network activity	Use of our website and client portal (e.g., cookies, browsing history and/or search history), as well as information you provide to us when you correspond with us in relation to inquiries.	YES
G. Geolocation data	Physical location or movements.	NO
H. Sensory data	Audio, electronic, visual, thermal, olfactory, or similar information.	NO
I. Professional or employment-related information	Current or past job history or performance evaluations.	NO
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99))	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	NO
K. Inferences drawn from other personal information	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	NO
L. Sensitive Personal Information (see further information on use of sensitive personal information below)	Social security, driver's license, state identification card, or passport numbers; account log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; precise geolocation; racial or ethnic origin; religious or philosophical beliefs; union membership; genetic data; the contents of a consumer's mail, email, and text messages unless you are the intended recipient of the communication; biometric information for the purpose of uniquely identifying a consumer; and personal information	YES, as to the following types of information: social security, driver's license, state identification card, or passport numbers; account log-in,

	collected and analyzed concerning a consumer's health, sex life, or sexual orientation.	financial account in combination with any required security or access code password; or credentials allowing access to an account only.
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We do not collect or use sensitive personal information other than:

- To perform services, or provide goods, as would reasonably be expected by an average consumer who requests those goods or services;
- As reasonably necessary and proportionate to detect security incidents that compromise the availability, authenticity, integrity, and confidentiality of stored or transmitted personal information;
- As reasonably necessary and proportionate to resist malicious, deceptive, fraudulent, or illegal actions directed at us and to prosecute those responsible for such actions;
- For short-term, transient use (but not in a manner that discloses such information to another third party or is used to build a profile of you or otherwise alter your experience outside of your current interaction with us);
- To perform services on behalf of our business;
- To verify or maintain the quality or safety of a service or to improve, upgrade, or enhance such service or device; and
- To collect or process sensitive personal information where such collection or processing is not for the purpose of inferring characteristics about a consumer.

Purposes for Collecting Personal Information: We collect personal information for the business or commercial purposes and from the sources set forth in “Purposes for Collecting Personal Information” and “Sources of Non-Public Information,” respectively, in the Privacy Notice above. We retain the categories of personal information set forth above in the “Information We Collect” section of this California Privacy Notice only as long as is reasonably necessary for those business or commercial purposes set forth in “Purposes for Collecting Personal Information” in the Privacy Notice above, except as may be required under applicable law, court order or government regulations.

Disclosure of Information: We do not share for the purpose of cross-context behavioral advertising or sell (as such terms are defined in the CCPA) any of the personal information we collect about you to third parties. We disclose or within the last twelve (12) months have disclosed personal information collected from you for a business or commercial purpose to the categories of third parties indicated in the chart below. We may also disclose your information to other parties as may be required by law or regulation, or in response to regulatory inquiries. As part of a merger, acquisition, or other sale or

transfer of all or some of our assets, or as part of a bankruptcy or financing, we may disclose all categories of personal information.

Personal Information Category	Category of Third-Party Recipients
A. Identifiers	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e))	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.
C. Protected classification characteristics under California or federal law	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.
D. Commercial information	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.
E. Biometric information	N/A
F. Internet or other similar network activity	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.
G. Geolocation data	N/A
H. Sensory data	N/A
I. Professional or employment-related information	N/A
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C.	N/A

Section 1232g, 34 C.F.R. Part 99))	
K. Inferences drawn from other personal information	N/A
L. Sensitive Personal Information	Affiliates, agents, service providers, banks, tax advisors, law firms, governmental agencies or pursuant to legal process, self-regulatory organizations and consultants.

Rights under the CCPA

Deletion Rights: You have the right to request that we delete any of your personal information that we retain, subject to certain exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations. We will notify you in writing if we cannot comply with a specific request and provide an explanation of the reasons.

Disclosure and Access Rights: You have the right to request that we disclose to you certain information regarding our collection, use, disclosure and sale of personal information specific to you. Such information includes:

- The categories of personal information we collected about you;
- The categories of sources from which the personal information is collected;
- Our business or commercial purpose for collecting such personal information;
- Categories of third parties to whom we disclose the personal information;
- The specific pieces of personal information we have collected about you; and
- Whether we disclosed your personal information to a third party, and if so, the categories of personal information that each recipient obtained.

Correction Right: You have the right to request that we correct any inaccuracies in the personal information that we retain, subject to certain statutory exceptions, including, but not limited to, our compliance with U.S., state, local and non-U.S. laws, rules and regulations. We will notify you in writing if we cannot comply with a specific request and provide an explanation of the reasons.

No Discrimination: We will not discriminate against you for exercising your rights under the CCPA, including by denying service, suggesting that you will receive, or charging, different rates for services or suggesting that you will receive, or providing, a different level or quality of service to you.

How to Exercise Your Rights: To exercise any of your rights under the CCPA, or to access this California Privacy Notice in an alternative format, please submit a request on your behalf using any of the methods set forth below.

Call us at the following number: 617-362-3161 or toll free at 888-890-7540.

Submit a request by email: gwccompliance@generalcatalyst.com.

We will contact you to confirm receipt of your request under the CCPA and request any additional information necessary to verify your request. We verify requests by matching information provided in connection with your request to information contained in our records. Depending on the sensitivity of the request and the varying levels of risk in responding to such requests (for example, the risk of responding to fraudulent or malicious requests), we may request further information or your client portal access credentials, if applicable, in order to verify your request. You may designate an authorized agent to make a request under the CCPA on your behalf, provided that you provide a signed agreement verifying such authorized agent's authority to make requests on your behalf, and we may verify such authorized person's identity using the procedures above. If we request you verify your request and we do not receive your response, we will pause processing your request until such verification is received.

Our goal is to respond to any verifiable consumer request within forty-five (45) days of our receipt of such request. We will inform you in writing if we cannot meet that timeline. Please contact us at gwccompliance@generalcatalyst.com with any questions about this California Privacy Notice.

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