

LISTING AGREEMENT

This is a User Agreement (the “Agreement”) between the party identified in the Registration Form and as applicable its affiliates and related parties that use our products and services (the “User” or “you”) and InvestmentBank.com and as applicable its authorized agents and licensees, including Nead, LLC (collectively, “ROI,” “Nead,” “we” or “us”), concerning your use of the Investmentbank.com web site (the “Site”) and the products and services provided in connection thereto, pursuant to which the User is provided access to the Site. By clicking the “Accept” button or otherwise agreeing to this User Agreement, you accept and agree to the terms and conditions of this Agreement and ROI’s Terms of Use incorporated herein and made a part hereof, which shall be applicable each time you use the Site and for each transaction through ROI in which you become involved. If you do not accept and agree to these terms and conditions, you will not have access to the Site. This Agreement, the Terms of Use and each transaction confirmation contain important information which must be read carefully. If you have any questions that our User Agreement cannot answer, please contact roi@roi.me. Securities transactions through or using the Site are effected by authorized agents and licensees including Reliance Worldwide Investments, LLC, an affiliated broker-dealer registered with the U.S. Securities and Exchange Commission and a member of the Financial Industry Regulatory Authority, Inc. (“FINRA”), which utilize the Site and assist in Site-related transactions, including effecting securities transactions related thereto and receiving compensation therefor. See also Section F. “RWI is Only a Venue; Transactions; Compensation; RWI” below.

We may amend this Agreement or the Terms of Use at any time by posting the amended terms on the Site. If you wish to receive an email update for each amendment to this Agreement, please inform us at info@investmentbank.com. The amended terms shall automatically be effective upon posting on the Site. This Agreement may not be amended or modified by you except in a writing signed by both parties.

Eligibility:

Our services are generally available only to sellers and purchasers/bidders who are non-U.S. Persons, and in certain circumstances U.S. Persons (under certain applicable exemptions under U.S. law as determined by us), who can form legally binding contracts under applicable law. For purposes hereof, “U.S. Person” and “United States” generally have the meanings set forth on Schedule A attached hereto but we in our discretion can use other applicable definitions under U.S. law. You agree that you meet the criteria to be an “accredited investor” under Rule 501 under the U.S. Securities Act of 1933, as amended. If you do not qualify in all respects, please do not use our services. ROI may refuse, terminate or modify our services to anyone at any time, in our sole discretion. You represent and warrant that the information you provide us in your Registration Form, the registration process or otherwise in connection with your use of the Site (including regarding eligibility standards) will not contain any inaccuracies or material omissions and you will promptly notify us in accordance with paragraph Q of the foregoing, as well as of any other material changes or updates in your information. From time to time we may ask you to reconfirm or update information you have previously provided to us or through

the Site or provide additional information and you agree to do so in order to continue to use the Site and our services. This includes that we may require you to provide additional and/or more detailed information to verify your or your owners' identity when we deem it necessary or appropriate to do so, including in order to comply with applicable anti-money laundering laws. An investor in a Fund must also meet Fund eligibility requirements.

You agree that you are not precluded by law, contract or otherwise from investing in any Fund (hereafter defined) in any transaction in which you are involved and are not a prohibited person identified on any list issued and maintained by OFAC or otherwise under any anti-money laundering or criminal law or regulation. You agree to comply with all applicable U.S. and non-U.S. law, rules and regulations, including, without limitation, the anti-money laundering laws of the Bahamas and the laws applicable to any Fund and agree to provide us with additional information for anti-money laundering and other regulatory or business purposes if we request it. If User is entering into this Agreement on behalf of any other person(s), including any beneficial owner, User understands and acknowledges that the agreements and other provisions contained and made herein are made on behalf of such other person(s) and represents that User has authority to bind such other person(s). If any Fund Interests (hereafter defined) will be or are held in the name of a bank or other institution and not in your name, you must have made or agree to make all necessary arrangements with the intended registered holder of the Interests, including notifying and obtaining the approval of any such registered holder for any such transaction, funding any account you may have with the intended registered holder, and making such other arrangements as are necessary and appropriate under the circumstances. Users will be bound by their bids and offers notwithstanding any such arrangements.

License:

You are hereby granted, subject to all of the terms and conditions of this Agreement, a limited, non-exclusive, non-transferable, license to (i) view the screens and materials on the Site; (ii) reproduce, solely for purposes of downloading to your computer, one copy of such screens and materials; and (iii) print only a reasonable number of copies of such screens and materials as is necessary for your own investment analysis purposes, provided that you maintain all copyright trademark, and proprietary notices on any copies of such screens and materials that you make under this license. Any other use of the Site without our prior written consent is expressly prohibited. All rights in the Site are owned by us or our authorized agents, vendors or other third parties. Except as specifically granted in this paragraph, no rights are granted with respect to the Site. Any and all rights with respect to the Site not granted in this paragraph are expressly reserved by us. By your use of the Site you acknowledge our ownership of such site and agree that you will not challenge such ownership. No act of downloading any portion of the Site will constitute a transfer of title. You may not decompile, reverse compile, reverse engineer, disassemble or otherwise reduce any portion of the Site to a human-perceivable form.

Trademarks:

“ROI” and “InvestmentBank.com” (the “Marks”) are service marks of ROI. Nothing in the Agreement will be construed as granting, by implication, estoppel or otherwise, any license or right to use the Marks or any other trademark, service mark, logo or image on the Site. All such trademark rights are expressly reserved by us.

Fees:

Joining the Site is free, unless otherwise indicated, and from time to time Users may be offered additional products and services for a fee (either directly through the Site or through an authorized agent or licensee). Users are responsible for fees associated with services purchased by them and for consummated transactions in which they are involved through ROI, notwithstanding their use or non-use of the Site. Unless otherwise stated, all fees payable for services (and any related costs or charges) are quoted in U.S. Dollars. You are responsible for timely paying all applicable transactions charges, custody charges, taxes and any other costs you incur in effectuating transactions as a result of any bids or offers you make on the Site or through our products and services. You agree that you will not circumvent or manipulate our fee structure in any way, including without limitation by privately consummating transactions with counterparties discovered through the Site or our products and services or otherwise known to you, or by otherwise disintermediating ROI on any transaction, and agree that fees due regarding a transaction will be due notwithstanding any changes discussed or agreed to separately between a buyer and seller.

InvestmentBank.com may charge fees for products and services offered by it, including through the Site, and may receive fees based on services and licenses to authorized agents and licensees (including for permitting such affiliates and non-affiliated entities to use the Site), but does not receive compensation based on transactions. Through his ownership of InvestmentBank.com, Nate Nead and Carl Christensen, registered persons with, and President of, RWI, indirectly shares in the revenue earned by InvestmentBank.com. Transaction compensation is paid to RWI and other authorized agents and licensees. See also Section F. “ROI is Only a Venue; Transactions; Compensation; RWI” below.

Modification of Services:

We may in our sole discretion add, delete, amend, modify, change or make unavailable some or all of our services at any time without prior notice.

Only a Venue; Transactions; Compensation; RWI:

The Site primarily acts as the venue for sellers to offer and for purchasers/bidders to bid on interests, shares, units or the like (collectively, “Interests”) in private investment funds, pools or vehicles (each a “Fund” and collectively, the “Funds”) they so choose, whether individually or collectively in auctions, liquidity events or under other circumstances. ROI does not provide recommendations, investment or any other advice to Users or any other party through the Site, and no information or material at the Site

is to be relied upon for the purpose of making or communicating specific investment or other decisions, including the ROI Pricing Service or similar services. ROI is not, does not and will not recommend, represent or vouch for any Fund that may appear in any of the listings on the Site or otherwise is involved in any transaction through ROI. You are responsible for any due diligence on any Fund; utilizing ROI is not a substitute for an independent due diligence investigation by you or your professional advisers and/or consultants. We are not responsible for investment decisions made by you or any losses that you may incur. You authorize ROI including its authorized agents and licensees to contact any Fund or its authorized representatives or service providers in connection with any transaction through ROI in which you are involved. ROI shall not be liable for the act or omission of any counterparty, Fund or Fund representative, agent or service provider. Each ROI-related entity, and each non-affiliated agent and licensee, is a separate entity and is not responsible for the acts and omissions of any other ROI-related entity, any non-affiliated agent and licensee, or any other party.

All transactions are subject to confirmation by ROI and applicable consents. You agree to complete and furnish all necessary and appropriate documentation, and cooperate with your counterparties and others, in order for the consummation of transactions to which you have agreed. ROI, including its authorized agents and licensees, is not responsible for the terms of any transaction or for any transaction that is not consummated for whatever reason. You agree to promptly notify ROI upon completion of any settlement condition or upon the settlement date. ROI, its affiliates and it and their respective principals and employees may directly (or indirectly through an entity they own) buy or sell interests in Funds and therefore may directly or indirectly be a counterparty on a transaction.

If counterparty is identified to a User, such User and each counterparty shall not solicit, directly or indirectly, solicit such, or the other, counterparty for the purpose of consummating a transaction without compensating ROI therefor. User agrees that if it is a seller of any Fund interest, it shall own such Interest free and clear of any lien, security interest or any other encumbrance or restriction. All bids and offers are irrevocable and constitute your legally binding agreement to buy or sell the amount(s) indicated at the price(s) indicated, subject to any special terms applicable to the transaction as imposed by ROI. Once agreed to, a transaction cannot be modified without the further acceptance of all parties and ROI and if modified or divided among additional counterparties, the aggregate compensation will continue to be due to ROI per the original acceptance (unless modified by ROI) and each party to the transaction agrees to pay their proportionate amount of compensation to ROI or otherwise divide up the compensation to ROI as agreed to between them in order that the total compensation due to ROI is paid by the parties to the transaction. See also Section L "Breach." InvestmentBank.com does not receive compensation based on transactions. Transaction compensation is paid to RWI and other authorized agents and licensees, which may include affiliates of ROI.

RWI. While it does not own or maintain the Site, for purposes of applicable U.S. securities laws and regulations, and pursuant to an agreement with ROI, RWI, an affiliated broker-dealer registered with the U.S. Securities and Exchange Commission and a member of FINRA, is responsible for certain aspects of the Site and utilizes the Site and assists in Site-related transactions (as well as transactions with Users

and counterparties not utilizing the Site), including matching buyers and sellers, effecting securities transactions related thereto, providing pricing services and receiving compensation for such activities. RWI and other affiliates and non-affiliated third parties, including other authorized agents and licensees, may have similar arrangements and may be compensated for providing transaction-related, Site-related or User-related services, including administrative services related to the Site or transactions. You acknowledge that RWI and other entities, including authorized agents and licensees, may act as a sales agent, selling agent, placement agent, solicitor, pricing or valuation agent, matching agent or introducer (or in a similar capacity) for any of the Funds, their Managers (hereafter defined) and/or buyers and sellers, and may be separately compensated in such capacity (generally through a fixed amount based on the transaction, product or service or a fee based on a percentage of the management, advisory and/or performance-based compensation charged by the investment adviser, manager, general partner, managing member or similar person of or to the Fund (collectively, "Managers") with respect to the amount of assets invested in the Fund(s) by investors referred by RWI or such other party). InvestmentBank.com is not responsible for such securities activities. No judgment, representation or warranty, express or implied, is made with respect to the accuracy, completeness, timeliness, or suitability of any information regarding the Funds and Managers (or any other content on the Site). Individuals registered with RWI, including, receive a portion of the transaction compensation and other fees earned by RWI. In addition to RWI, ROI may have contractual relationships with other non-affiliated and/or affiliated entities regarding products or services rendered to or for ROI, the Site, or Site Users or otherwise involving the Site and its data, including through which securities transactions are effected and compensation received. As an affiliate of InvestmentBank.com, RWI (and certain of its registered persons and affiliates) has an incentive to utilize, work with and/or suggest the services of the Site (and InvestmentBank.com) and affiliated and non-affiliated authorized agents and licensees instead of non-affiliates who are not authorized agents and licensees. Receipt of any of the foregoing compensation should not be construed as an endorsement of any Fund by us.

If you meet the definition of an "Institutional Account" as defined by FINRA Rule 4512(c) (a bank, savings and loan association, insurance company, registered investment company, an SEC or state registered investment adviser or any other person (whether a natural person, corporation, partnership, trust or otherwise) with total assets of at least \$50 million, whether invested for such person's own account or under management for others), you represent and warrant that (i) unless you have otherwise notified us in writing, you are capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies involving a security or securities, and (ii) you will exercise independent judgment in evaluating any recommendations (if any) from ROI.

Bidding:

Bids on the Site supplied by you or given by telephone or email to ROI by you indicate your binding intention to purchase the Fund Interests you are bidding for. All bids are therefore binding unless retracted, cancelled or modified prior to acceptance. As a bidder, if your bid is accepted by the counterparty/seller, you are obligated and agree to complete the transaction. Bids, once accepted, are not able to be retracted, cancelled or modified. Transactions and the agreement of the parties is generally evidenced by a confirmation. A trade confirmation shall constitute a binding agreement

between the parties, in accordance with the terms hereof and thereof, obligates the parties to complete the transaction, and cannot be retracted, cancelled or modified.

Offering:

Offers on the Site supplied by you or given by telephone or email to ROI by you indicate your binding intention to sell the Fund Interests you are offering. All offers are therefore binding unless retracted, cancelled or modified prior to acceptance. If you accept a bid to your offer then you are obligated and agree to complete the transaction. Offers and bids, once accepted, are not able to be retracted, cancelled or modified. Transactions and the agreement of the parties is generally evidenced by a confirmation. A trade confirmation shall constitute a binding agreement between the parties, in accordance with the terms hereof and thereof, obligates the parties to complete the transaction, and cannot be retracted, cancelled or modified.

Links:

From time to time, other web sites may provide hypertext links ("Links") to the Site. No such Links shall imply any relationship or connection between us and the operator of the web site containing the Links to the Site. We shall have no liability to you arising out of your use of any web site that provides Links to the Site. We have not reviewed the content of any site owned by a third party that may be linked to the Site and exercise no control over such sites. We have no responsibility for the content, privacy practices or any other element of any such web sites. No judgment, representation or warranty, express or implied, is made with respect to the accuracy, timeliness, or suitability of the content or services of any web site to which the Site may link, including information on such web site regarding us. If we provide access to other web sites, we are not recommending or endorsing the purchase or sale of any security issued by, or financial or other services provided, issued or endorsed by, such web site's sponsoring organization or its affiliates or such web site's advertisers. Your use of such third party sites is at your own risk based upon such due diligence as you have determined is appropriate.

Confidentiality:

(a) "Confidential Material" shall mean any information disclosed to the User in connection with its membership to the Site, including, without limitation, the user identification number and the password to the Site that is issued to the User and any information that relates to or involves any of the Funds, including information relating to a Fund's performance. From time to time, you agree that prior to receiving Fund information you may be required by a Fund, Manager or ROI to sign a non-disclosure agreement and you agree to sign such agreement prior to receiving such Fund information.

(b) The User shall not have any obligation to preserve the confidentiality of any Confidential Material (i) which is already in its lawful possession without any obligation of confidentiality, (ii) which is or becomes generally available to the public other than as a result of an unauthorized disclosure by the

User, (iii) which becomes available to the User from a source other than the Site, or other than any other communication from ROI, without any obligation of confidentiality, (iv) between the User and the applicable Fund Manager and counterparty with respect solely to Confidential Information regarding the transaction involving such Manager and such counterparty, respectively, or (v) which is required to be disclosed by applicable law or legal process or pursuant to any legal, governmental, regulatory or self-regulatory requests for information or documents (in such event the requested party shall promptly notify ROI in writing prior to such disclosure in order to give ROI an opportunity to object or limit such disclosure and the requested party shall disclose only such information as its counsel, in a written opinion, shall disclose only that portion of the requested information which, in the written opinion of the requested party's counsel, is legally required to be disclosed.).

(c) The User acknowledges that the Confidential Material is of a proprietary and confidential nature and that damage to ROI and/or the Funds and/or the Managers of the Funds could result if it is disclosed to any third party. The User hereby agrees that the Confidential Material will be used solely for the purpose of assisting the User in its evaluation as to whether to purchase or sell any of the Funds. The User agrees that, except as required by law, the Confidential Material will be kept confidential by the User and will not be disclosed in any manner whatsoever, except that the User may disclose all or portions of the Confidential Material to its directors, officers, employees, agents, affiliates, representatives and advisors (collectively the "Representatives") who need to know such information for the purpose of evaluating an investment in any of the Funds. The User shall inform its Representatives of the confidential nature of the Confidential Material and shall direct its Representatives to treat such information confidentially and otherwise to comply with the terms of this Agreement. The User agrees that it will maintain a complete and accurate record of all persons to whom the Confidential Material is given. In any event, the User shall be responsible for any breach of this Agreement by any of its Representatives and the User will, at its sole expense, use its best efforts (including, but not limited to, court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of the Confidential Material.

(d) The User understands and agrees that money damages would not be an adequate remedy for any breach of this Agreement, including this Section J and that ROI shall be entitled to equitable relief, including injunctions and specific performance, if the User or its Representatives breach or threaten to breach any provision of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach or threatened breach by the User or its Representatives of this Agreement but shall be in addition to all other remedies available at law or equity to ROI. The User further agrees to waive any requirement for the posting of a bond in connection with any such equitable relief. In the event of litigation relating to this Agreement, if a court of competent jurisdiction determines in a final, non appealable order that the User has breached this Agreement, then the User shall be liable and pay to ROI the reasonable legal fees ROI incurred in connection with such litigation, including any appeal therefrom.

Use:

You agree to use the Site only for lawful purposes. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action which imposes an unreasonable or disproportionately large load on ROI's Site infrastructure. You agree that you will not introduce any viruses, bug, worm, trojan horses or other harmful computer code through your use of the Site. You may not disclose or share your password to any third parties or use your password for any unauthorized purpose and we will have no liability to you from your disclosure of your password to any third party. You are solely responsible for any and all activity that takes place under your login information, whether or not authorized by you. You will promptly notify us of any unauthorized use of your password. You agree to notify us immediately (i) in the event of the loss or theft of their login information, (ii) if you believe the confidentiality of your login information has been compromised in any way, or (iii) in the event you learn of the possible or actual unauthorized use of your login information. We reserve the right to revoke your login information at any time, for any reason, without prior notice.

Breach:

In the event we are unable to verify or authenticate any information you provide to us or if you breach this Agreement by (i) retracting your bid and failing to complete a transaction after your bid is accepted by a seller, (ii) retracting your offer and failing to complete a transaction after your offer is accepted by a buyer, or (iii) otherwise failing to comply with any other terms of this Agreement, including by modifying the terms of a transaction once accepted, then in addition to any and all remedies we may have and exercise against you in law, equity, contract, tort or otherwise, including to receive compensation for completed transactions, we may immediately issue a warning, temporarily suspend, indefinitely suspend or terminate your membership, any of your current bids or offers, and any other information you place on the Site.

Indemnity:

You agree to indemnify and hold harmless ROI (including, without limitation, RWI) and its respective affiliates, authorized agents, and licensees and each of their respective employees, officers, directors, principals, members, partners, shareholders and authorized agents from and against any and all losses, damages, claims, costs and fees (including reasonable attorney's fees) arising out of or related to (i) your breach of this Agreement, (ii) the use of a password obtained from you or any of your agents or employees with or without your consent and (iii) your use of the Site (collectively, "Claims").

No Warranty:

THE SITE IS PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE". WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY OF THE MATERIALS ON THE SITE. WE SPECIFICALLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE SITE WILL BE ERROR FREE, VIRUS FREE OR CONTINUALLY AVAILABLE.

WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO OUR SERVICES, AND OPERATION OF THE SITE MAY BE INTERFERED WITH BY NUMEROUS FACTORS OUTSIDE OF OUR CONTROL. IF YOU ARE A BUYER OR A BIDDER, WE DO NOT WARRANT THE PERFORMANCE OF ANY SELLER OR OFFEREE, AND IF YOU ARE A SELLER OR OFFEREE, WE DO NOT WARRANT THE PERFORMANCE OF ANY BUYER OR BIDDER.

Limit of Liability:

IN NO EVENT SHALL WE AND EACH OF OUR AFFILIATES, AUTHORIZED AGENTS AND LICENSEES BE LIABLE TO YOU OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SITE, INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, HOWEVER ARISING, EVEN IF ANY OF US ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES (BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OR DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE FULLEST EXTENT OF THE LAW); IN ANY CIRCUMSTANCE, YOU AGREE THAT THE LIABILITY ARISING OUT OF THIS AGREEMENT, IS LIMITED TO THE AMOUNT OF FEES YOU PAY TO US IN CONNECTION WITH THE TRANSACTION GIVING RISE TO SUCH LIABILITY. IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, AUTHORIZED AGENTS OR LICENSEES BE LIABLE TO YOU OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY DAMAGES ARISING OUT OF THE FAILURE OF ANY BUYER OR BIDDER OR SELLER OR OFFEREE TO FULLY PERFORM ITS OBLIGATIONS HEREUNDER.

Status:

You and ROI (including RWI) and each of our affiliates, authorized agents and licensees are independent contractors, and no agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created by this Agreement.

Notices:

Except as explicitly stated otherwise, any notices shall be given by email to info@investmentbank.com (in the case of ROI) or to the email address you provide to ROI during the registration process (in your case), or such other address as the party shall specify in writing. Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid or otherwise that the email has not been delivered. Alternatively, we may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to ROI during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

Governing Law:

This Agreement has been made in and will be construed and enforced in accordance with the laws of the Commonwealth of the Bahamas without giving effect to the principles of conflicts of laws thereof.

You irrevocably agree that any action or proceeding arising, directly, indirectly or otherwise, in connection with, out of, related to, or from, this Agreement, any breach hereof, or any transaction covered hereby, shall be resolved exclusively within the Commonwealth of the Bahamas. Accordingly, you irrevocably consent and submit to the exclusive jurisdiction and venue of the courts located within the State of Washington and may not claim that any such suit, action or proceedings has been brought in an inconvenient forum. Accordingly, you waive all defenses of lack of jurisdiction, venue, or forum non convenience. You hereby further irrevocably consent to the service of process out of any of the aforesaid courts, in any such suit, action or proceeding, by the mailing of copies thereof, by certified or registered mail, return receipt requested, addressed to you. Nothing contained herein shall affect the right of ROI or any of its authorized agents or licensees to commence any action, suit or proceeding or otherwise to proceed against you in any other jurisdiction or to service of process upon you in any manner permitted by any applicable law in any relevant jurisdiction.

ROI Liquidity and Other Events:

ROI may work together with certain Managers to conduct “liquidity events, “auctions” or other events to facilitate transactions in Interests of Funds sponsored or managed by such Managers or otherwise offer Fund Interests. If you participate in such an event, you agree to comply with all instructions and other terms given to you by ROI and the relevant Managers with respect thereto; such instructions and other terms being incorporated by reference herein and made a part hereof.

General:

This Agreement may not be modified except by agreement of ROI. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. This Agreement (along with any additional instructions and terms relating to liquidity events) sets forth the entire understanding and agreement between you and us with respect to the subject matter hereof. Any conflict between any provision contained in this Agreement and in the Terms Of Use shall be governed by the language contained in this Agreement, except to the extent that the Terms of Use are broader.

SCHEDULE A

“U.S. Person” means:

Any individual who is a citizen or resident of the United States.

Any a corporation, partnership or other entity created or organized in, or under the laws of, or doing business in, the United States.

Any estate of which any executor or administrator is a U.S. Person and that is subject to United States federal income taxation without regard to the source of its income.

Any trust of which any trustee is a U.S. Person and that is subject to United States federal income taxation without regard to the source of its income.

Any entity not described in 2. above as to which any person or entity described in 1., 2., 3. or 4. above is, directly or indirectly, a shareholder, beneficiary, fiduciary, grantor or partner, unless the Board of Directors determines that the Rules under Part 4 of the Regulations of the U.S. Commodity Futures Trading Commission would not consider such an entity to be a U.S. Person.

Any agency or branch of a foreign entity located in the United States.

Any non-discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary for the benefit or account of a U.S. Person.

Any discretionary account or similar account (other than an estate or trust) held by a dealer or other fiduciary organized, incorporated, or (if an individual) resident in the United States.

Any partnership or corporation if: (a) organized or incorporated under the laws of any foreign jurisdiction; and (b) formed by a U.S. Person principally for the purpose of investing in securities not registered under the Act, unless it is organized or incorporated, and owned, by accredited investors (as defined in Rule 501(a)) who are not natural persons, estates or trusts.

By way of example and illustration, and not limitation, the following are not U.S. Persons:

Any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or other professional fiduciary organized, incorporated, or (if an individual) resident in the United States.

Any estate of which any professional fiduciary acting as executor or administrator is a U.S. Person if: (a) an executor or administrator of the estate who is not a U.S. Person has sole or shared investment discretion with respect to the assets of the estate; and (b) the estate is governed by foreign law.

Updated March 2018